INVITATION TO BID

LITB-2019-9150548

12 July 2019

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

SUPPLY OF MHM KITS ON A LONG TERM AGREEMENT

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to contract a reputable supplier for SUPPLY of MHM Kits

SEALED offers should be sent to:

Supply & Logistics Unit

UNICEF
UN Building, 3rd Floor
Along Alick Nkhata Road
LUSAKA

IMPORTANT - ESSENTIAL INFORMATION

The reference LITB-2019-9150548 must be shown on the envelope containing the offer.

Sealed bids clearly marked LITB-2019-9150548 must be received in the UNICEF bid box at the above address not later than 12.00 hrs. on Thursday, July 25th, 2019. Offers received after the stipulated date and time will be INVALIDATED.

PREPERATION AND SUBMISSION OF SAMPLES:

As part of the bid evaluation process, bidders will be required to prepare and submit samples to UNICEF for evaluation. PROVIDE A SAMPLE FOR EACH ITEM CATEGORY, AND CLEARLY MARKS THE LABEL WITH YOUR COMPANY NAME. PLEASE NOTE DO NOT BRAND THE SAMPLE WITH YOUR COMPANY NAME.

Samples will be returned to the bidder after completion of the bid evaluation.
THIS INVITATION TO BID HAS BEEN:

Prepared By:

Inutu Mate
(To be contacted for additional information, NOT FOR SENDING OFFERS)
Email : imate@unicef.org

Verified By:

--- Htay-Htay-Aung
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-2019-
9150548 set out in the attached document, hereby offers to execute the services specified in
the Terms and Conditions set out in the document.

Signature: ____________________________

Date: ____________________________

Name & Title: ____________________________

Company: ____________________________

Postal Address: ____________________________

Tel No: ____________________________

Fax No: ____________________________

E-mail Address: ____________________________

Validity of Offer: ____________________________

Currency of Offer: ____________________________

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

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

Other Trade Discounts ____________________________
SCHEDULE NO: 1  2058

00010  U362350  1 each

Reusable Sanitary Pad Specification
Item No. Specification
A) material soft absorbent cotton, preferably flannel with synthetic moisture-impermeable backing
b) workmanship and finishing  Clean, Free from defects, neat and tidy  
c) Durability and quality  Should be adequate to withstand multiple washes for at least one year
d) Types Maxi Pad (5x) Must have a minimum of three (3) pads should have wings which have adequate fixation to secure the pads in position
1. Dimension w x l: (18x27cm)
2. Thickness 0.5cm/min
3. Absorbing 20ml min
4. Hours of use: 6-8 hours
5. Colour: light colour

Super Maxi Pad (5x) Must have a minimum of three (3) pads should have wings which have adequate fixation to secure the pads in position
1. Dimension w x l: (19x33cm)
2. Thickness 0.5cm/min
3. Absorbing 30ml min
4. Hours of use: 8-10 hours
5. Colour: light colour different from Maxi colour

NB: Carrying bag material soft, waterproof (plastic or PUL)

Below are the items that are distributed as part of the MHM kits per individual
1. 1 plastic bucket 10 liter
2. 1 pack of sanitary material for Maxi and Super Maxi
3. 2 bars of soap (250gm each)
4. Laundry detergent powder, 1 Kg
5. 2 underwear (Small 10%, Medium 70%, Large 20%)

Each kit should have a label mentioning the content.
The needs for 2019: 11,000 kits
The needs for 2020: 22,500 kits
Procurement will be done twice in a year.

Incoterms & Delivery Requested  Lead Time & Related Charges
<table>
<thead>
<tr>
<th>Item No</th>
<th>Item Description</th>
<th>Quantity/Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Packing</td>
<td>Unit: Dimension.........x............x............cm</td>
<td>Weight.........kg</td>
<td>Volume........cbm</td>
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<td>Total: Dimension.........x............x............cm</td>
<td>Weight.........kg</td>
<td>Volume........cbm</td>
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SPECIFIC TERMS AND CONDITIONS

PART I - PURPOSE OF THIS INVITATION TO BID

1. Background

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

2. Solicitation: 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 Other United Nations Agencies, Funds and Programmes shall be entitled to place orders under the prices and terms of the LTA-G. Orders placed by other United Nations entities constitute a contractual agreement between the supplier and the ordering United Nations entity. UNICEF will not be a contractual party to these orders and has therefore no obligations or liabilities for orders not issued by UNICEF.]

[2.4/2.5] 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

[2.5/2.6] 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

3.1 The proposed LTA-G shall be valid for an initial period of [24] months, with a possible renewal for an additional period 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 [INUTU MATE] at [inmate@unicef.org] that they have received this Solicitation Document.

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

1.2 Questions from Bidders.

Bidders are required to submit any questions in respect of this Solicitation Document by [EMAIL] to [INUTU MATE] at [inmate@unicef.org] and copy HTAY HTAY AUNG [haung@unicef.org].

The deadline for receipt of any questions is [18th JULY, 2019 AT 17:00HRS]

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

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

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

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

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

1.4 Bid conference. NOT APPLICABLE

1.5 Samples. As indicated on the cover page.

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

[25TH JULY, 2019 AT 12:00HRS]
Any Bids received by UNICEF after the Submission Deadline will be rejected.

[1.5/1.6/1.7] Bid opening. Bids will be publicly opened at [12:30HRS] on [25TH JULY,2019] at [UNICEF OFFICE LUSAKA]

2. Language

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

3. Validity of bids; Modification and Clarifications: Withdrawal

3.1 Validity Period. Bidders must indicate the validity period of their Bid. Bids should be valid for a period of not less than one hundred and twenty (120) days after the Submission Deadline. A Bid valid for a shorter period of time shall not be further considered. UNICEF may request the Bidder to extend the validity period. The Bid of Bidders who decline to extend the validity of their Bid shall become disqualified as no longer valid.

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

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

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

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

4. Eligibility; Bidder Information

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

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

- 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

- 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 Combatting Fraud and Corruption and the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children;
- Attend any bid conference if it is mandatory under this Solicitation Document;
- Fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods.

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

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

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

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

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

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

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

6. Bid Documents; Confidentiality

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

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

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

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

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

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

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

(b) any one of them receive or have received any direct or indirect subsidy from the other(s); or

(c) they have a relationship with each other, that gives one or more Bidders access to confidential information about, or influence over, the other Bid(s); or

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

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

PART III - AWARD/ADJUDICATION OF BIDS

1. Award

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

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

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

Second, UNICEF will evaluate each Bid to determine whether the products offered are acceptable commercially and technically and are of the required quality. Bids will be evaluated based on the INCOTERM(s) stated in Part IV clause 3.1 below. Where more than one INCOTERM is stated in Part IV clause 3.1 below, Bids will be evaluated based on whichever INCOTERM is in the best interest of UNICEF as determined by UNICEF in its sole discretion. UNICEF will award the LTA-G to the Bidder offering a combination of the lowest acceptable prices and shortest lead-time [INSERT ANY FURTHER BID SPECIFIC CRITERIA], provided that UNICEF considers that the Bid to be reasonable and that it is in the interest of UNICEF to accept the Bid.
1.2 Partial Bids. [UNICEF will not accept partial Bids

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)
2.1 UNICEF’s General Terms and Conditions of Contract (Goods) which are attached at Annex A to this Solicitation Document will apply to any 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

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

4. Rights of UNICEF

4.1 UNICEF reserves the following rights:

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

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

(c) to invalidate any Bid received from a Bidder that, in UNICEF’s sole opinion has previously failed to perform satisfactorily or complete contracts or Purchase Orders on time, or UNICEF believes is not in a position to perform the 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 [US DOLLARS]. 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 order value/volume increases throughout the validity of the LTA-G;

(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:

(i) Those that were undertaken together by the joint venture; and

(ii) 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) DDU

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

3.2 Deliveries will be made in accordance with instructions in UNICEF’s Purchase Orders (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, non-returnable samples for evaluation and testing by UNICEF, or its representative, of the item and/or of the packing and packaging, prior to any award.

If samples are requested:

- Samples will be subject to technical review and laboratory testing and analysis where appropriate.

- Samples must correspond 100% to the product(s) being offered.

- Samples must include the manufacturer’s packaging and labeling.

- In the event that the bid is successful, samples will be retained by UNICEF for comparison checking purposes against deliveries subsequently made.

- Samples should be labelled with the UNICEF Solicitation Document number, goods specifications as detailed in this Solicitation Document, Bidder’s product reference and Bidder’s name and address. UNICEF reserves the right to reject samples that are not labeled as requested.

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

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

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

5.4 Packing, Packaging, Packing List, Labelling and Dangerous Goods Instructions. The Bidder will comply with the requirements for packing, packaging, packing list and labelling of goods set out on the UNICEF Supply Website (http://www.unicef.org/supply/index_41950.html)
and the additional requirements (if any) for packing, packaging, packing list, labelling set out below in this Solicitation Document. This includes those requirements that apply to dangerous goods. The classification of goods (including packaging) as "dangerous goods" is a supplier responsibility and must be communicated to UNICEF when submitting the Bid. For any goods (including packaging) classified as dangerous goods, Bidders must submit all relevant Material Safety Data Sheets indicating accurate classification for transport purposes, storage, labeling and shipping requirements when submitting the Bid.

6. Liquidated Damages

6.1 Any 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 Favoured Customer

1.1 The Bidder confirms that the prices with respect to the goods specified in the Bid are the most favourable prices available to any customer of the Bidder (or any of the Bidder's affiliates).

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

2. General Representations

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

2.1 The Bidder has (a) the full authority and power to submit the Bid and to enter into any resulting 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 organisation has received from or on behalf of the Bidder or will be offered by or on behalf of the Bidder, any direct or indirect benefit in connection with this Solicitation Document including the award of the LTA-G and linked Purchase Order(s) to the Bidder. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

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

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

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

3.5 Neither the Bidder nor any of its affiliates, or personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Bidder will immediately disclose to UNICEF if it or any of its affiliates, or personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the 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 choses 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 PROCUREMENT POLICIES.htm. 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 exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person.

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

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

3.12 Each of the provisions in Article 3 of this Part V constitutes an essential condition of participation in this solicitation process. In the event of a breach of any of these provisions, UNICEF is entitled to disqualify the Bidder from this solicitation process and/or any other solicitation process, and to terminate any 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

4.1 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.
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 The following terms have the following meanings:

"Affiliates" means, with respect to the Supplier, any of its corporate affiliates or associates, including parent entities, subsidiaries, and other entities to which it owes 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 which furnished in tangible form as disclosed orally, and includes information, the confidential or proprietary nature of which as or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

"Contract" means the contract designated as the Contract.

"Contract" means the purchase contract that incorporates these General Terms and Conditions.

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

"HSE 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.

"INCOMERMS" means the international commercial terms known as the INCOMERMS rules, issued by the International Chamber of Commerce, most recently issued at the effective date of the Contract. References in the Contract to trade terms such as "FOB", "DSAP" and "CFR" are references to those terms as defined by the INCOMERMS.

"Parties" means the Contravant and UNICEF together and a "Party" means each of the Contravant and UNICEF.

Supplier's "Personnel" means the Supplier's officials, 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 website available at http://www.unicef.org/supply/index procurement.jsp, as may be updated from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combating Fraud and Corruption, the UNICEF's Policy on Conflict of Interest, the UNICEF's 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 Contravant at the place and within the time period for delivery stated in the Contract. The Supplier will comply with the INCOMERMS in as many trade terms as appropriate stated in the Contract as to the Goods to be supplied under the Contract and all other delivery terms and instructions stated in the Contract. Notwithstanding any INCOMERMS, the Supplier shall deliver all export licences required for the Goods. The Supplier shall ensure that UNICEF receives all necessary transport documents in a timely manner as is to enable UNICEF to take delivery of the Goods in accordance with the requirements of the Contract. The Supplier will neither seek nor accept instructions from any entity other than UNICEF for export authorized by UNICEF to give instructions to the Supplier in connection with the supply and delivery of the Goods.

2.2 The Supplier will use its best efforts to accommodate reasonable requests for changes if 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 thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provisions of the Contract.

2.3 The Supplier acknowledges that UNICEF may monitor the Supplier's performance under the Contract. The Supplier agrees to provide, at its full cooperation with such performance monitoring, 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, detailed delivery status, costs to be charged and payments made by UNICEF or pending.

Inspection

2.4 UNICEF or the Contravant (if different from UNICEF) will have a reasonable time to inspect the Goods after delivery. At UNICEF's request, the Supplier will provide an inspection report of such inspection, except that not limited to access to production data, at no charge. The Supplier acknowledges that an inspection of the Goods will be on behalf of UNICEF or the Contravant does not constitute a determination that the specifications for the Goods set out in the Contract including the functional technical requirements have not been met. The Supplier will be required to comply with its warranty and other contractual obligations whether or not UNICEF or the Contravant carries out an inspection of the Goods.

Defences and Acceptance: Consequences of Delayed Deliveries and Non-compliant Goods

2.5 If the Supplier determines it will be unable to deliver all or some of the Goods to the Contravant before delivery dates stipulated in the Contract, the Supplier will notify UNICEF immediately with UNICEF to determine the most expeditious means for delivering the Goods, and use an expedited means of delivery, at the Supplier's cost unless the delay is due to force majeure as defined in Article 6.2 below. If not otherwise required by UNICEF to do so, partial deliveries of Goods will not be accepted unless prior written agreement for such partial deliveries has been given by UNICEF to the Supplier.

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

a) UNICEF may reject and refuse to accept any or all of the Goods (including those that do conform to the Contract if UNICEF agrees to the Goods, the Supplier will, at its own cost and for the prompt receipt of the rejected Goods and, at UNICEF's option, the Supplier will promptly replace the rejected Goods with Goods of equal or better quality and condition and as to which the Supplier will be responsible for any cost related to such replacements or UNICEF may exercise any of its other rights set out below.

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

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

2.8 UNICEF may give written notice of breach and, if the Supplier fails to remedy the breach, UNICEF can terminate the Contract in accordance with Article 6.6 below.

2.9 UNICEF can require the Supplier to pay liquidated damages as set out on the Contract.

2.10 Further Article 11.6 below, the Supplier expressly acknowledges that it, in respect of any non-compliance, 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 of that are not in full conformity with the requirements of the Contract; this does not constitute a waiver of UNICEF's right in respect of such late delivery or non-compliant Goods.

Risk of Loss Title to Goods

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

UNICEF or similar trade term expressly stated in the Contract as applying to the Goods supplied under the Contract and any other express terms of the Contract. In the absence of any such INCOTERM or similar trade term or any other express terms, the following provisions will apply: (a) the entire risk of loss, damage to or destruction of the Goods will be borne exclusively by the Supplier until physical delivery of the Goods to the Contractor has been completed in accordance with the Contract, and (b) the Supplier will be solely liable for making all 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 in and to the Goods will pass from the Supplier to the Contractor upon delivery of the Goods in accordance with the applicable delivery terms and acceptance of the Goods in accordance with the Contract.

3. Price; Invoicing; Tax Exemptions; Payment Terms

3.1 The price for the Goods is the amount specified in the price section of the Contract title "Price," and is subject to change unless 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 delivered in accordance with the applicable delivery terms. The Price is inclusive 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 the provisos of Article 3.2 below, all duties and other taxes imposed by any authority or entity other than the Supplier must be separately identified. It is understood and agreed that the Supplier will not request any change to the Price after delivery of the Goods by the Supplier and that the Price cannot be changed except by written agreement between the Parties before the Goods are delivered.

3.2 The Supplier will issue invoices to UNICEF only after the Supplier has fulfilled the delivery terms of the Contract. The Supplier will issue an invoice to the Contractor in respect of the payment being sought in the currency specified in the Contract and in Euros, indicating the Contractor's payment instructions, as shown on the invoice page of the Contract, and the country of the shipping documents and other supporting documents as specified in the Contract.

3.3 The Supplier undertakes to deduct from the Supplier's invoices the amount representing direct taxes (except charges for customs duties and customs-related duties, duties and charges of a similar nature in respect of goods imported or exported for UNICEF's use, or used 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 authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the Supplier will immediately consult with UNICEF to determine a mutually acceptable procedure. The Supplier will provide full cooperation to UNICEF with regard to any taxes, duties, or other charges also levied by any authority or entity other than the Supplier as a result of its own obligations under the Contract, unless such duties have been paid or, instead of amounts paid as, value-added taxes or taxes of a similar nature.

3.4 UNICEF will price the goods of any dispute or discrepancy in the contract or terms of any invoices. With respect to disputes regarding only a portion of such invoices, UNICEF will pay the Supplier the amount of the undisputed portion in accordance with Article 3.3 below. UNICEF will and the Supplier will consult in good faith to promptly resolve any dispute in accordance with any invoices. Upon resolution of such dispute, any amounts that have not been charged in accordance with the Contract will be deducted from the invoices in which they appear and UNICEF will pay any agreed remaining terms in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

3.5 UNICEF will pay the unremitted 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 all disbursements shown on the payment terms of the Contract. The Supplier will not be entitled to remit on any final payment or any sum payable under the Contract nor an accrued interest on payments withheld by UNICEF in connection with a dispute. Payment will not release the Supplier from its obligations under the Contract. Payment will not be deemed acceptance of the Goods or waiver of any rights with regard to the Goods.

3.6 Each invoice will confirm the Supplier's bank account details provided to UNICEF as part of the Supplier's sacramental 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 by it to UNICEF are accurate and current and notify UNICEF in writing by 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, in UNICEF's opinion, the Supplier has not performed in accordance with the terms and conditions of the Contract, or if the Supplier has not provided sufficient documentation in support of the invoice.

3.8 UNICEF will have the right to set off against any amount or amounts due and payable to UNICEF to the Supplier under the Contract, any amount, reduction, settlement or other claim, including without limitation, any overpayment made by UNICEF to the Supplier owing to the Supplier to UNICEF under the Contract or under 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 unless notice be given by the Supplier. UNICEF will promptly notify the Supplier after it has exercised such right of set off. Exercising the terms of such set-off provision without notice to the Supplier will not affect the validity of such set-off.

3.9 Each of the provisions paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or to 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 an audit from the Supplier of amounts such as sales or audit determinations were not in accordance with the Contract regardless of the reasons for such payments excluding but not limited to the advice or instructions of UNICEF staff and other personnel.

4. Representations and Warranties. Indemnification; Insurance

4.1. The Supplier represents and warrants that, as of the effective date and throughout the term of the Contract or as 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 valid and binding obligation, enforceable against it in accordance with its terms; the Supplier, and will maintain throughout the term of the Contract, the rights, licenses, authority, and permissions necessary to perform the Contract; that it is the true, valid, and lawful assignee of any assignment or other agreement or arrangement that has or may result from its use of the Goods, and that it is not financially solvent and is able to comply with the requirements of the Goods to UNICEF in accordance with the terms and conditions of the Contract; that it is the true assignee of any assignments of any authority or entity other than the Supplier as a result of its obligations under the Contract, including the true assignee of any assignments of any authority or entity other than the Supplier as a result of its obligations under the Contract.

4.2. The Supplier further represents and warrants that the Goods conforming to packaging as well as to the quality, quantity and specifications for the Goods stated in the Contract including the case of pharmaceuticals or pharmaceutical products, the shelf life specified in the Contract, conforms in all respects to the technical documentation provided by the Supplier in respect of each goods and, if samples were provided to UNICEF prior to entering into the Contract, contain no defects or faults and are not materially different from the original samples, and are new and unmarked. Goods delivered or supplied by the Supplier will be in accordance with the standards of export packaging for the type and state of the Goods specified in the Contract, and for the modes of transport of the Goods specified in the Contract (include, but not limited to, in a manner adequate to protect them in such modes of transport, and marked as proper manner in accordance with the instructions supplied by the Contractor and applicable law.

4.3. The warranties provided in Article 4.2 will remain valid for the warranty period specified on the Contract provided that, in the event that a dispute period exceeding the warranty period for pharmaceuticals or pharmaceutical products or any other product is beyond the shelf life of such Goods specified in the Contract, and if the warranty period or shelf life is specified in the Contract, the warranties will remain valid from the date the Supplier signs the Contract until the day twenty (20) months after fulfillment of the delivery terms or such later date as may be prescribed by law.

4.4. It is the Supplier's sole obligation to ensure that the Goods are of good quality and fit for the purpose for which they are supplied. The Supplier will not be liable for any damage or loss to the Supplier caused by the Goods.

4.5. The representations and warranties made by the Supplier in Articles 4.1 and 4.2 and the representations and warranties in Articles 4.3 and 4.4 above shall be made to and are for the benefit of (a) each entity that makes a direct financial contribution to the purchase of Goods and (b) any Government or other entity that receives the Goods.
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4.6 The Supplier will indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, employees, consultants and agents, each entity that makes a direct financial contribution to the purchase of the Goods and each Government or other entity that receives the Goods, items 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 extends to but is not limited to (i) claims and liabilities in the nature of workers’ compensation, product liability, and to any actions or claims pertaining to the alleged infringement of a patent, design, trade-name or trademark, arising out of or in connection with the Goods or other liabilities arising out of the use of patented inventions or designs, copyrighted material or other intellectual property provided or licensed to UNICEF under the Contract or used by the Supplier, its Personnel or subcontractors in the performance of the Contract.

4.7 UNICEF will report any such suits, proceedings, claims, demands, losses or liabilities, and will notify 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 assumption or defense of the privileges and immunities of UNICEF or any matter relating to UNICEF’s privileges and immunities (including matters relating to UNICEF’s relations with Host Governments), which are beyond the Supplier and UNICEF, only UNICEF itself or relevant governments entities will assert and maintain. UNICEF will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

4.8 The Supplier will comply with the following insurance requirements:

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

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

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

(iii) All appropriate workers’ compensation and employer’s liability insurance, in 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, and

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

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

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

(e) Except with regard to the insurance referred to in paragraph (a) above, the insurance policies for the Supplier’s insurance required under this Article 4.8 will be in naming UNICEF as an additional assured, and include a waiver by the insurer of any subrogation rights against UNICEF, and also provide that UNICEF will receive their 30-days written notice from the insurer prior to any cancellation or change of coverage.

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

(g) Compliance with the insurance requirements of the Contract will not limit the Supplier’s liability under the Contract or otherwise.

4.9 The Supplier will pay UNICEF promptly, for all loss, destruction or damage to UNICEF’s properties caused by the Supplier’s Personnel or subcontractors in the performance of the Contract.

4.10 Intellectual Property and Other Proprietary Rights. Confidentials

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraphs (b) 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 and documents, and other materials ("Contract Materials") that (i) the Supplier develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or reflected 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 disclosed only to authorized UNICEF officials on express or termination of the Contract.

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

5.2 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser’s Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser’s Confidential Information solely for the purposes for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser’s Confidential Information to any other party.

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

(c) to any subsidiaries or affiliated companies of the Discloser that, at the time of disclosure, are a party to the Contract.

5.3 If the Recipient receives a request for disclosure of UNICEF’s Confidential Information pursuant to any judicial or administrative proceeding, before such disclosure is made by the Discloser, the Discloser will give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the protection of the relevant national Government to establish protective measures or take such other action as may be appropriate, and (b) so as to allow the recipient authority that requested disclosure to UNICEF to disclose the Discloser’s Confidential Information to the extent required pursuant to resolutions or regulations of its governing body.

5.4 The Supplier must not communicate at any time to any other person, Government or entity, outside to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior authorization of UNICEF, nor will the Supplier at any time use such information to promote advantage.
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5.2 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 of such information held by the Supplier or its sub-contractors and ensure such destruction to UNICEF in writing;
(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 6.4;
(c) will ensure that the equipment and other property provided to UNICEF as security has been returned to UNICEF in accordance with Article 6.5.

6. Termination: Force Majeure

6.1 Termination by Either Party for Material Breach

6.1.1 If one Party is in material breach of any of its obligations under the Contract, the other Party may give notice to the breach within thirty (30) days of receiving such notice. The breach must be remedied at such breach is capable of remedy. If the breaching Party does not remedy the breach within thirty (30) days of receiving such notice, the breach is deemed to be a material breach, and the non-breaching Party may terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The termination of this Contract will be effective immediately if the breaching Party is unable to perform its obligations due to an act of nature, strike, war, other declared or non-declared war, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include acts or events which is caused by the negligence or intentional action of a Party. In any event in which a diligent party could reasonably be expected to take into account and plan for, in the time the Contract was entered into, the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to, inflation, price reductions, or labor availability, or (ii) any event resulting from hunger, economic or political conditions, or (iii) any event not arising from UNICEF’s insufficiency, emergency, or similar response operations.

Additional Termination Rights of UNICEF

6.2 In addition to the termination rights under Article 6.1 above, UNICEF can terminate the Contract immediately upon delivery of a written notice of termination, without any liability for termination charges or any other liabilities of any kind in the circumstances described in, and in accordance with, Article 7 (Financial Standards) or this Article 6.2, if the Supplier breaches any of the provisions of Articles 5.2-5.4 (Confidentiality), or:
(a) if the Supplier is adjudged bankrupt or is liquidated, or becomes insolvent, or applies for a reorganization or stay or for any payment or repayment obligations, or applies to be declared insolvent; or,
(b) is granted a moratorium or a stay, or is declared insolvent: this makes an assignment for the benefit of one or more of its creditors; or,
(c) has not received an accurate or timely settlement of a claim for bankruptcy or receivership; or,
(d) has been, in UNICEF’s reasonable judgment, subject to a materially adverse change in any financial condition that threatens to substantially affect the ability of the Supplier to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Article 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, in its reasonable judgement, applicable to the performance of the Contract or UNICEF's finding applicable to the Contract is satisfied or terminated, whether in whole or in part. UNICEF can also terminate the Contract upon any sixty (60) days' written notice to the Supplier without having to provide any justification.

4.2 As soon as it receives a notice of termination from UNICEF, the Supplier will immediately take steps to cease provision of the Services at a prompt and orderly manner, and to return all its rights and obligations held by the Supplier as necessary, or that UNICEF may direct as writing, for the termination of the contract and for the preservation and protection of any property (whether tangible or intangible) related to the Supplier that is in the possession of the Supplier and in which UNICEF has not been reasonably expected to acquire an interest.

6.5 If the Contract is terminated, no payments 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 delivered pursuant to the Supplier's 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 claims for any further payments beyond payments in accordance with this Article 6.5, but will remain liable to UNICEF for all losses or damages which may be suffered by UNICEF by reason of the Supplier's breach, including but not limited to cost of the purchase and delivery of replacement or substitute goods.

6.6 The termination rights in this Article 6 are in addition to all other rights and remedies of UNICEF under the Contract.
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Constitution on the Rights of the Child, including Article 32, or the International Labour Organization's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999) or any other international, federal, state, provincial, or national law, ordinance, regulation, or code, whether public or private, or any other laws, rules, or regulations that may be applicable to the Parties.

7. The Supplier represents and warrants that it 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 Supplier to perform any services under the Contract. For these purposes, sexual activity with a person less than eighteen years of age, regardless of the age of consent, will constitute the sexual exploitation and abuse of that person. In addition, the Supplier represents and warrants that it has taken and will take all appropriate measures to prohibit all Personnel, including its employees or any persons engaged by the Supplier, from exchanging any money, goods, services, or other things of value, for sexual favours or acts, of any kind, or in any manner by acts of sexual violence or under any form of coercion, with any person. This provision constitutes an essential term of the Contract and any breach of this provision will result in the immediate termination of the Contract by the Supplier, without any liability for termination charges or any other liability of any kind.

8. The Supplier will prepare UNICEF as soon as it becomes aware of any incident or report that is consistent with the understandings and commitments provided in this Article 1.

9. The Supplier will acknowledge and agree that each of the provisions in this Article 7 constitutes an essential term of the Contract.

9.1 UNICEF will be entitled, at its sole discretion and at its sole choice, to suspend or terminate the Contract and all other agreements between UNICEF and the Supplier in the event of any breach of this provision. In such case, the Supplier will pay to UNICEF all costs and expenses incurred in connection with such breach, including, but not limited to, any costs associated with the replacement of the Supplier.

10. If the Supplier is in breach of this provision, the Supplier must notify the Supplier in writing of the breach and cure the breach within thirty-five days of receipt of the notice. If the Supplier in breach does not cure the breach within the thirty-five days of receipt of the notice, the Supplier will be deemed to have breached the Contract and the Contract will be terminated by the Supplier without any liability for termination charges or any other liability of any kind.

11. Full Cooperation with Audit and Investigations

11.1 From time to time, UNICEF may conduct investigations relating to any aspect of the Contract including any limitation in the award of the Contract, the way in which the Contract is operated or executed, or the Parties' performance of the Contract and generally, including but not limited to the Supplier's compliance with the provisions of Article 7 above. The Supplier will provide full and timely cooperation with any such inspections, post-payment audits, or investigations, including but not limited to making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such inspections, post-payment audits or investigations access to the Supplier's premises or reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Supplier will require its subcontractors and all agents, including, but not limited to the Supplier's Personnel, accounts, or other advisors, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

12. Privileges and Immunities, Settlement of Disputes

12.1 Nothing in this Part of the Contract will be deemed to waive, express or implied, or derogate or otherwise weaken any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Constitution of the Privileges and Immunities of the United Nations, 1945, or otherwise.

12.2 The terms of the Contract will be interpreted and applied without application of any system of national or sub-national law.

13. The Parties will use their best efforts to settle amicably any disputes, controversies, or claims arising out of or relating to the Contract. Where the Parties wish to settle such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNITED Nations Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of or relating to the Contract or its breach that is not resolved within thirty days after one party receives a request from the other Party for an amicable settlement can be referred to either Party in arbitration. The arbitration will take place in accordance with the UNITED Nations Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. The Parties will be bound by an arbitration award rendered as a result of such an arbitration as the final adjudication of any such controversy, claim or dispute.


14.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract shall be given or made at such time, to the extent provided for in the Contract, in accordance with the terms and conditions of the Contract.

14.2 The failure of one Party to exercise 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 or any future violation. Each is authorized to take such action as is necessary to bring the violation into compliance with all applicable laws and regulations.

14.3 The Supplier will be considered as having the legal status of an independent contractor and, as such, is not employed in the workforce of any of the Supplier's Personnel and will not be considered to be a worker of the Supplier or its Personnel. In the event of any such violation, the Supplier shall take all necessary steps to bring the violation into compliance with all applicable laws and regulations.

14.4 Except as expressly provided in the Contract, the Supplier shall be responsible for the selection, performance, maintenance, and replacement of any necessary personnel, equipment, materials, and services, and the making of all arrangements necessary for the performance of its obligations under the Contract.

14.5 In the event of any violation of the terms of the Contract, the Supplier will notify UNICEF of that violation. The terms of an amendment to the Contract will be effective as of the date such amendment is approved and executed by the Parties, and such amendment will be in accordance with the terms and conditions of the Contract.

14.6 The Supplier confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Development of Children. The Supplier will ensure that its Personnel understands the requirements imposed on them and will maintain appropriate measures to promote compliance with such requirements. The Supplier will further cooperate with UNICEF's implementation of this policy.

14.7 The Supplier will be fully responsible and liable for all services performed by its Personnel and subcontractors, and for their compliance with the terms and conditions of the Contract. The Supplier's Personnel, including individual subcontractors, will not be considered in any respect as being the employees or agents of UNICEF.
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11.9 The Supplier shall not, without the prior written consent of UNICEF, assign, transfer, pledge or make other disposition of the Contract, or of any part of the Contract, or of any of the Supplier's rights or obligations under the Contract.

11.6 No grant of time to by a Party to carry out 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, shall be deemed to prejudice any rights or remedies available to it under the Contract or constitute a waiver of any rights or remedies available to it under the Contract.

11.7 The Supplier will not seek or file any lien, attachment or other encumbrance against any monies due or to become due under the Contract, and will not permit any other person to do so. It will immediately remove or discharge the removal of any lien, attachment or other encumbrance that is secured against any monies 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 for the purposes of annual reports or communications between the Parties and between the Supplier and its Personnel and sub-contractors, the Supplier shall not, in any manner whatsoever use the name, emblem or intellectual and 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 prevail in all circumstances.

11.10 No modification or change to the Contract, nor any waiver of any of its provisions, shall be effective unless in writing and signed by an authorized official of UNICEF.

11.11 The provisions of Articles 2.8, 2.9, 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2, 11.4(a), 11.5 and 11.8 shall survive delivery of the Goods and the expiry or earlier termination of the Contract.