INVITATION TO BID

LITB-2018-9138837

05 April 2018

UNITED NATIONS CHILDREN’S FUND (UNICEF)

Wishes to purchase

To supply Tablets, Laptops and Desktop. This bid will be closed on 26th April, 2018 at 10.00 hours. Kindly submit your sealed quotation to UNICEF reception at Plot 133 Karume Road, Oysterbay
THIS INVITATION TO BID HAS BEEN:

Prepared By: 

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

Email:

Verified By: 

[Signature]
BID FORM

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

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

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

The Undersigned, having read the Terms and Conditions of INVITATION No. LITB-2018-9138837 set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Signature: __________________________

Date: ______________________________

Name & Title: _______________________

Company: __________________________

Postal Address: _____________________

Tel No: _____________________________

Fax No: _____________________________

E-mail Address: _____________________

Validity of Offer: ____________________

Currency of Offer: ___________________

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

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

Other Trade Discounts_______________
<table>
<thead>
<tr>
<th>Item No</th>
<th>Item Description</th>
<th>Quantity/Unit</th>
<th>Unit Price</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>00010</td>
<td>TABLET</td>
<td>1150 each</td>
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</table>

**TABLET**

Part 1-Basic Function
Development Environment
Operating System: Android 5.1
Fundamental Characteristics
Display: 8.0 inch IPS LCD 1080*800 with multi-point touch capacitive screen
CPU: Octa-core 1.3GHz ARM Cortex-A53
RAM/ROM: 2Gb/16GB expansion
Extension: TF card max 64GB expansion
Communications: 4G, LTE, Wi-Fi, Bluetooth
GPS/AGPS: Yes
Physical Characteristics
Dimension: 270*176*20mm(Basic)
Weight: 800g with battery (Basic)
SIM Card Slot: 2*SIM
Interface: PC Connector USB2.0 OTG, 2*TF Card, 2*Audio Jack, 1*Power Jack (Micro USB + Magnetic Charging), 1*USB Host + 2*RS232
Battery: Rechargeable Li-ion battery 6800mAh*2, 600hrs standby time, up to 6hrs calling time, 8 hrs. charging time (Magnetic charging)
Front/Back Camera: 5MP/13MP, Support still image and video capture
Keypad: 12keys
Barcode Scanner: 1D/2D Barcode Scanner
Use Environment
Operating Temp: -20C to 50C/-4F to 112F
Storage Temp: -30C to 70C/-22F to 168F
Humidity(non-condensed): Operating 10% to 90%/Storage 5% to 95%
Electrostatic Discharge: +/- 15kV air discharge, +/- 8kV contact discharge
EMC Regulation: CE
Protection Level: IP65
Drop Resistance Level: 1.5m all six sides
Part 2- Customized Features
Biometric Fingerprint Crosshatch: TCS1(With FBI, FIPS-201, ISO19794, ANSI, WSQ, Other customized fingerprint modules
Wrist Strap: 360-degree rotation
Built in device centralized remote control capability: Remote application control, remote device lock and release and Remote device tracking
Custom trademark: Exterior and In screen MOH trademark

Also Tablets should have password protection in the OS and data encryption on the hard disk. The tablets should display as part of the startup information: Government of Tanzania - Ministry of Health.
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| 00020   | Galvanized tablet cover  
Rugged Tablet Protective cases  
Size: Fit for 8 inch tablets  
Material: Leather or hard plastic rubber  
Other: multiple viewing points, 360 degree rotating swivel | 1150 each | | |
| 00030   | Laptop  
Operating System: Windows 10 Pro  
Processor Type: 7th Generation Intel® Core™ i7 Processor  
Graphics: Intel® HD Graphics 620  
Webcam / Microphone: 720p HD webcam with single microphone  
Memory: Minimum 16 GB DDR4 Memory  
COMBO Drive: DVDRW  
Storage: Minimum 500 GB PCIe NVMe SSD  
LAN:  
Display: 14" FHD (1920 X 1080), IPS  
Dimensions (W x D x H): 336.6 mm x 232.5 mm x 19.95 mm, 13.25" x 9.15" x 0.79"  
WLAN: WiFi 802.11 ac,Intel 8265 2x2 11ac  
LAN: 10/100M  
Ports:  
3 x USB 3.0  
1 x Thunderbolt# 3 port  
3.5 mm Combo Audio Jack  
1 x HDMI#  
1 x RJ45 Gigabit LAN  
1x CS13 Docking  
1 x Media Card Reader (SD 3.0, UHS-I)  
1x Micro SIM  
warranty: minimum 3 years  
Laptops should have BIOS locking, password protection in the OS and data encryption on the hard disk | 11 each | | |
| 00040   | Laptop  
Operating System: Windows® 10.0 Professional 64 Bit  
Processor Type: Intel Core i5-7200U Processor (3MB Cache, up to 3.1 GHz)  
Graphics: Intel(R) HD Graphics 520  
Webcam / Microphone: Yes | 100 each | | |
Laptops should have BIOS locking, password protection in the OS and data encryption on the hard disk.

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<tbody>
<tr>
<td></td>
<td>Memory: 4GB DDR4 2400MHz</td>
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<td>Storage: 500GB 5400 rpm Hard Drive</td>
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<td></td>
<td>Display: 15.6-inch HD (1366 x 768) Truelife LED-Backlit Display, Optical Drive: Tray load DVD Drive (Reads and Writes to DVD/CD)</td>
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<td></td>
<td>Battery: 40 WHr, 4-Cell Battery (removable)</td>
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<tr>
<td></td>
<td>Wireless: 802.11ac + Bluetooth 4.1, Dual Band 2.4&amp;5 GHz</td>
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<td>LAN: 10/100 Mbps Ethernet controller integrated on system board</td>
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<td></td>
<td>Ports: One RJ-45 port, One USB 2.0 port, Two USB 3.0 ports, One HDMI port, One headset (headphone and microphone combo) port</td>
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<td>Warranty: 3 Years Warranty</td>
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00050

2 each

Laptop

Display: Retina display, 13.3-inch (diagonal) LED-backlit display with IPS technology; 2560-by-1600 native resolution at 227 pixels per inch with support for millions of colors

Processor: 2.3GHz dual-core Intel Core i5, Turbo Boost up to 3.6GHz, with 84MB of eDRAM

Storage: 256GB, 256GB PCIe-based onboard SSD

Memory: 8GB of 2133MHz LPDDR3 onboard memory

Graphics: Intel Iris Plus Graphics 640

Charging and Expansion: Two Thunderbolt 3 (USB-C) ports with support for: Charging, DisplayPort, Thunderbolt (up to 40 Gbps), USB 3.1 Gen 2 (up to 10 Gbps)

Keyboard and Trackpad: Full-size backlit keyboard with 78 (U.S.) or 79 (ISO) keys including 12 function keys and 4 arrow keys, Ambient light sensor, Force Touch trackpad for precise cursor control and pressure-sensing capabilities; enables Force clicks, accelerators, pressure-sensitive drawing, and Multi-Touch gestures

Wireless: Wi-Fi, 802.11ac Wi-Fi wireless networking; IEEE 802.11a/b/g/n compatible
Bluetooth: Bluetooth 4.2 wireless technology
Camera: 720p FaceTime HD camera
Operating System: macOS High Sierra

Laptops should have BIOS locking, password protection in the OS and data encryption on the hard disk.
Item No 00060  

Quantity/Unit 2 each

Item Description

Desktop
Operating System: Windows® 10.0 Professional 64 Bit
Processor Type: Intel Core i5-7500 (6M Cache, 3.40 GHz) Processor

Graphics: Intel HD 530
Webcam / Microphone: NA
Memory: 4GB (1x4GB) 2400MHz DDR4, 2 DIMM
Storage: 500GB SATA (7.2k rpm) 3.5"
Display: DELL 19.5" # MONITOR
Optical Drive: 8x DVD RW
WLAN: NA
LAN: Integrated Intel® i219-V Ethernet LAN 10/100/1000
Ports: 10 External USB: 6 x 3.1 Gen 1 (2 Type-A front/4 Type-A rear) and 4 x 2.0 (2 Type-A front/2 Type A rear - 1 front with PowerShare); 2 Internal USB 2.0; 1 RJ-45; 1 Serial: 2 Display Port 1.2; 1 HDMI; 1 VGA
Warranty: 3 Years Dell Warranty

Desktop should have BIOS locking, password protection in the OS and data encryption on the hard disk.

Incoterms & Delivery Requested
Packing
Unit: Dimension............x............x............cm
Total: Dimension............x............x............cm

Lead Time & Related Charges

Weight........kg
Volume........cbm
SPECIAL NOTES

PURPOSE OF THE LRFP
The purpose of this Invitation to Bid is to invite quotation for the supply of Tablets, Laptops and Desktop.

ITB RESPONSE FORMAT
Sealed Bids are invited for procurement of above specified item in this bidding document, consisting of Instructions to bidders, UNICEF Standard Terms & Conditions, Specific Terms and Conditions.

The Bid must be securely sealed in the envelope, CLEARLY MARKED on the outside with the REQUEST FOR QUOTATION Number and returned to the below addresses on or before 10.00hrs on 26th April, 2018. Hand-delivered bids are to be placed in the bid/ tender box located at the UNICEF reception at Plot 133 Karume Road, Oysterbay

Prepared By: ........................................
                        Dotto Timbo
                        Supply Assistant

(To be contacted for additional information, NOT FOR SENDING OFFER. Email: dtimbo@unicef.org)

Approved By: ..........................
                        Rosellinda Lugina
                        Supply Officer
INSTRUCTION TO BIDDERS

1. MARKING AND RETURNING BIDS

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

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

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

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

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

1.5 Sealed bids (as applicable)

1.5.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.5.3 Sealed bids (1 original and 2 copies) must be securely closed in a suitable envelope (marked with the ITB(S) number and the name of the company submitting the bid) and dispatched to arrive at the UNICEF office indicated no later than the closing time and date. Bids received in any other manner will be invalidated.

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

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

1.6 Faxed bids (as applicable)

1.6.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.7 E-mailed bids (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

2. OPENING OF BIDS

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

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

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

3. UNGM REGISTRATION

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

4. AWARD NOTIFICATION

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

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Goods)

Definitions and UNICEF Supply Website

1.1 In these General Terms and Conditions ("Conditions"), the following terms have the following meaning:

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

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

"Consignee" means the consignee designated in the Contract.

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

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

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

"INCOTERMS" means the international commercial terms known as the INCOTERMS rules, issued by the International Chamber of Commerce, and exists latest at the effective date of the Contract. References in the Contract to trade terms such as "FCA", "DAP" and "CIP" are references to those terms as defined by the INCOTERMS.

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

Supplier's "Representatives" means the Supplier's officials, employees, agents, individual subcontractors and other representatives.

"Price" is defined in Article 2.4.

"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.html, as may be updated from time to time.

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

2. Delivery, Inspection, Risk of Loss

2.1 The Supplier will deliver the Goods to the Consignee at the place and within the time period for delivery stated in the Contract. The Supplier will comply with the INCOTERMS or similar trade terms expressly stated in the Contract as applying to the Goods to be supplied under the Contract and all other delivery terms and instructions stated in the Contract. Notwithstanding any INCOTERMS, the Supplier will obtain all export licenses required for the Goods. The Supplier will ensure that UNICEF receives all necessary transport documents and any export licenses required for delivery of the Goods in accordance with the requirements of the Contract. The Supplier will confirm, upon delivery of the Goods to the Consignee, that the Goods are received in accordance with the shipping instructions.

2.2 The Supplier will use its best efforts to accommodate reasonable requests for changes of any in the requirements for the Goods such as packaging, marking and labeling requirements, shipping instructions or delivery date. UNICEF and the Supplier will negotiate any necessary changes in the Contract, including as to Price and the time schedule. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract 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 provision of the Contract.

2.3 The Supplier acknowledges that UNICEF may monitor the Supplier's performance under the Contract. The Supplier agrees to provide as full cooperation with such performance monitoring, as it reasonably deems necessary to UNICEF, and provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Consignee, detailed delivery terms, means to be charged and payments made by UNICEF or pending.

Inspections

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

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

2.5 If the Supplier determines it will be unable to deliver all or some of the Goods to the Consignee by the delivery date stipulated in the Contract, the Supplier will immediately contact UNICEF to determine the most expedient means for delivering the Goods and, if the date does not exceed an agreed delivery date and the Supplier in good faith remedies as described in Article 6.7 below, it does not expect to deliver the Goods in time to satisfy the Contract, UNICEF may, without prejudice to any of its other rights and remedies, terminate 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 not conform to the Contract. If UNICEF rejects the Goods, the Supplier will, at its own cost, arrange for the prompt return of the rejected Goods and, at UNICEF's option, the Supplier will promptly replace the rejected Goods with Goods of equal or better quality and will be responsible for all costs related to such replacement or UNICEF may exercise its other rights set out below;

(b) UNICEF may rescind the Contract and require the Supplier to refund any payments made by UNICEF in respect of the rejected Goods, or for goods that have not been delivered in accordance with the delivery dates and delivery terms and conditions.

2.6 Delivery 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 for any part of the Goods, in accordance with the agreed delivery dates and delivery terms and conditions, UNICEF may, without prejudice to any of its other rights and remedies, terminate one or more of the following rights under the Contract: (a) UNICEF may reject and refuse to accept any or all of the Goods (including those that do not conform to the Contract. If UNICEF rejects the Goods, the Supplier will, at its own cost, arrange for the prompt return of the rejected Goods and, at UNICEF's option, the Supplier will promptly replace the rejected Goods with Goods of equal or better quality and will be responsible for all costs related to such replacement or UNICEF may exercise its other rights set out below;

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

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

2.8 UNICEF may require the Supplier to pay liquidated damages as set out in the Contract.

2.9 If the Supplier breaches any of its obligations under the Contract, UNICEF may terminate the Contract without notice and any payments made by UNICEF in respect of the rejected Goods or for goods that have not been delivered in accordance with the delivery dates and delivery terms and conditions shall be refunded to UNICEF.

Risk of Loss; Title to Goods

2.10 Risk of loss, damage or destruction of Goods supplied under the Contract, and responsibility for arranging and paying for freight and insurance, will be presumed to be assumed by the Supplier.
ANNEX A
GENERAL TERMS AND CONDITIONS

UNICTERM or similar trade terms 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 UNICTERM or similar trade terms or other express terms, the following provisions will apply: (a) the entire risk of loss, damage or destruction of the Goods will be borne exclusively by the Supplier until physical delivery of the Goods to the Consignee 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 to and so the Goods will pass from the Supplier to the Consignee 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 Deductions; Payment Terms

3.1 The price for the Goods is the amount specified as the price stated in the Contract (the “Price”), being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the price section of the Contract. The Price includes the cost of packaging and packing the Goods in accordance with the requirements of the Contract and delivery in accordance with the applicable delivery terms. The Price is inclusive of all costs, charges or fees that the Supplier may incur in connection with the performance of its obligations under the Contract, provided that, without prejudice to or limiting the provisions of Article 3.3 below, all costs and other costs imposed by any authority or entity must be separately identified. It is understood and agreed that the Supplier will not request any change to the Price 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 when the Supplier has fulfilled the delivery terms of the Contract. The Supplier will issue (one) 1 invoice in respect of the payment being sought. In the currency specified in the Contract and in English, including the Contract identification number listed on the face page of the Contract, and the terms of the shipping documents and other supporting documents as specified in the Contract.

3.3 The Supplier acknowledges UNICEF’s intention to utilize in UNICEF’s release of any amount representing the prepayment interest charges for storage, insurance, and customs, interest and charges of a similar nature in respect of articles imported or paid for UNICEF’s account. In accordance with the exceptions set forth in Article 3.2, the Supplier will deliver the Goods free and clear of all charges and duties imposed by any governmental authority, including the customs, duties, and taxes applicable to the Goods. The Supplier will also be subject to any other terms and conditions as specified in the Contract.

3.4 UNICEF will notify the Supplier of any dispute or discrepancy in the terms or form of any invoice. Upon receipt of any dispute or discrepancy regarding any portion of a payment, UNICEF will pay the Supplier the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Supplier will endeavor to promptly resolve any dispute with respect to any invoice. Upon resolution of such dispute, any amounts that have not been adjusted in accordance with the Contract will be deemed to be exempt from payment.

3.5 UNICEF will pay the unremitted amount of the Supplier’s invoice in fifteen (15) days of receipt from the date the shipping documents and other supporting documents, as required in Article 3.2 above, are delivered to the Consignee. The amount paid will reflect any adjustments determined under the provisions of the Contract. The Supplier will comply with all requirements of any time limit on payment. Invoices for any amount paid will be submitted to UNICEF in accordance with a dispute. Payment will not release the Supplier of its obligations under the Contract. Payment will not be deemed acceptance of the Goods or waiver of any rights with respect to the Goods.

3.6 Each invoice will confirm the Supplier’s bank account details provided in UNICEF as part of the Supplier’s registration process with UNICEF. Any payment due to the Supplier under the Contract will be made by bank transfer to the Supplier’s designated account. All payments are subject to the terms and conditions 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 failed to provide sufficient documentation in support of the invoice.

3.8 UNICEF will have the right to set off against any amounts due and payable to UNICEF under the Contract any payment, indemnities or other claims (including, but not limited to, any expenses or charges incurred by UNICEF as a result of the Supplier’s obligations under the Contract), or under any other contract or agreements between the Parties. UNICEF will not be required to give the Supplier prior notice before exercising this right of setoff. Such notice being served by the Supplier. UNICEF will promptly notify the Supplier and the Parties concerning such right of set-off, providing the reasons for such set-off, provided however that the failure to give such notification will not affect the validity of such set-off.

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF’s external and internal auditors or by other authorized agents of UNICEF. At any time during the term of the Contract or for three (3) years after the Contract terminates, UNICEF will be entitled to a refund from the Supplier of amounts such audit or audit findings were not in accordance with the Contract regardless of the reasons for such payments (including but not limited to the actions or omissions of UNICEF staff and other personnel).

4. Representations and Warranties; Subrogation; Indemnity

4.1 The Supplier represents and warrants that all of the foregoing and throughout the term of the Contract, to the best of its knowledge and belief and to the Supplier’s knowledge under the Contract and to perform its obligations under the Contract and the Contract is true, valid and binding obligation, enforceable against it in accordance with its terms: (a) it has full power and authority to enter into the Contract and to perform all of its obligations under the Contract; (b) it is not in breach of any contract or agreement or any obligation of any manner or any of its liabilities under the Contract; and (c) it is not in breach of any contract or agreement to which it is a party.

4.2 The Supplier further represents and warrants that the Goods including packaging (as defined in the contract) conform to the quality, quantity, and specifications for the Goods specified in the Contract, which represents the obligations of the Supplier under the Contract, and that the Goods are free from defects and are manufactured, processed, and are in good working order and condition.

4.3 The warranties provided in Article 4.2 shall remain valid for the warranty period specified in the Contract, and the warranty will be for the purpose of which such goods are intended and used and for purposes expressly made known to the Supplier by UNICEF in the Contract. The use of such goods by the Supplier shall be at its own risk and UNICEF shall not be liable for any damage or loss to the Supplier or any third party as a result of the Supplier’s breach of any warranty.

4.4 If the Supplier is not the original manufacturer of the Goods or any part of the Goods, the Supplier assigns to UNICEF (or, as UNICEF’s instructions, the Government or other entity that receives the Goods) all manufacturers’ warranties in addition to any other warranties under the Contract.

4.5 The representations and warranties made by the Supplier in Articles 4.1 and 4.2 and the Supplier’s obligations in Articles 4.3 and 4.4 above are made to and are for the benefit of (a) each entity that makes a direct financial contribution to the purchase of Goods; and (b) each Government or other entity that receives the Goods.
ANNEX A
GENERAL TERMS AND CONDITIONS

4.6 The Supplier will, solely and for its own benefit and defense, in its own name, defend, indemnify, hold harmless, and keep UNICEF, its officials, employees, contractors and agents, free from and against all claims, suits, demands, losses or liability of any nature or kind, including costs and expenses, by reason of or arising out of the acts or omissions of the Supplier or its Personnel or sub-contractors in the performance of the Contract. This provision shall extend to but not be limited to (a) claims and liability in the nature of workers' compensation; (b) product liability; and (c) any actions or claims pertaining to the alleged infringement of a patent, design, trademark or trade-name arising in connection with the Goods or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the Contract or used by the Supplier, or Personnel or sub-contractors in the performance of the Contract.

4.7 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Supplier within a reasonable period of time after having received actual notice. The Supplier will have sole control of the defense, settlement and compromise of any such suit, proceeding, claim or demand except with respect to the duration 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 shall be handled by the Supplier and UNICEF, only. UNICEF shall have no rights, 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 such 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 relating out of the Contract including, but not limited to, product liability, personal liability, fire, theft and any other cause of loss or damage to property arising from the performance of the Contract; and

(iii) Such other insurance as may be required by the Supplier.

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

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

(d) Except with regard to the insurance referred to in paragraph (a)(ii) above, the insurance policies for the Supplier's insurance required under Article 4.8 will be in the form of excess over the primary insurances obtained by the Supplier and (ii) provide that UNICEF will receive sixty (60) days' written notice from the insurer prior to any cancellation or change of coverage.

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

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

4.9 The Supplier will procure UNICEF promptly for all loss, destruction or damage to UNICEF's property caused by the Supplier's Personnel or sub-contractors in the performance of the Contract.

5. Intellectual Property and Other Proprietary Rights, Confidenciability

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights with regard to products, processes, inventions, ideas, know-how, data or documents and other materials ("Contract Materials") that (i) the Supplier develops, develops, develops under the Contract, or (ii) are produced, prepared or delivered in connection 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, communications, estimates, documents developed or received by, and all other data collected by or received by, the Supplier under the Contract.

(b) The Supplier acknowledges and agrees that Contract Materials remain each party's rights in and to intellectual property or other proprietary rights solely for the purpose of and in accordance with the requirements of the Contract.

(c) UNICEF will not be entitled to, and will not claim any ownership interest in, any intellectual property or other proprietary rights of the Supplier that pre-existed the performance of the Supplier's obligations under the Contract, or that the Supplier may develop or secure, or may have developed or acquired, independently of the performance of the obligations under the Contract. The Supplier grants to UNICEF a non-transferable license to use such intellectual property or other proprietary rights solely for the purpose of and in accordance with the requirements of the Contract.

Confidentiality

5.2 Confidential information that is considered proprietary by either Party or that is delivered or disclosed to one Party ("Disclosing") by the other Party ("Recipient") during the course of performing the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Disclosing's Confidential Information as the Disclosing uses for its own Confidential Information and will use the Disclosing's Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Disclosing's Confidential Information to any other party except to those of its Affiliates, employees, officials, representatives, agents and subcontractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract, or the unlimited the Confidential Information (ii) is obtained by the Recipient from a third party without restriction, or (iii) is lawfully disclosed to or becomes known to the Recipient by reason of (a) knowledge or experience acquired before the Contract, or (b) knowledge or experience acquired after the Contract, or (iv) any information developed by the Recipient independently of any disclosure under the Contract.

5.3 If the Supplier receives a request for disclosure of UNICEF's Confidential Information pursuant to any judicial or administrative process, before any such disclosure is made the Supplier will give UNICEF timely notice of such request in order to allow UNICEF to have a reasonable opportunity to contest the process and to ensure the protection of the relevant national Government to establish protective measures or take such other action as may be appropriate, and (b) will make the relevant authorities that requested disclosure. UNICEF may disclose the Supplier's Confidential Information to the extent required pursuant to provisions or regulations of its governing bodies.

5.4 The Supplier may not communicate at any time to any other person, Government or authority, external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior authorization of UNICEF, or (ii) disclose to any such person information to private advantage.
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5.5 Upon the expiry or earlier termination of the Contract, the Supplier shall:

(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 confirm such destruction in writing;

(b) (i) transfer to UNICEF all intangible and other proprietary information in accordance with Article 5.1(ii).

6. Termination: Force Majeure

6.1 Unless Party at material breach of any of its obligations under the Contract, the other Party may give written notice that within thirty (30) days of receiving such notice, the breach shall be remedied within thirty (30) days period or if the breach is not capable of remedy, 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 the Contract or notice proceeding in accordance with Article 9 (Provisions and Settlement of Disputes) below will not prejudice for goods for termination of the Contract.

Additional Termination Rights of UNICEF

6.2 (a) In addition to the termination rights under Articles 6.1 above, UNICEF may terminate the Contract with immediate effect upon delivery of a written notice of termination, without prejudice to any liabilities or other rights of any kind:

(b) in the circumstances described in, and in accordance with, Article 7 (Intellectual Standards);

(c) if the Supplier breaches any of the provisions of Articles 5.2.5.4 (Confidentiality).

(d) If the Supplier (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or any payment or repayment obligations, or is to be declared insolvent; (ii) is granted a moratorium or a stay, or is declared bankrupt; (iii) makes any assignment for the benefit of one or more of its creditors; or has committed an act of bankruptcy or an act of insolvency, or is adjudged or declared insolvent under any applicable laws and regulations existing in the territory in which the Contract is being performed; (iv) has committed an act of bankruptcy or an act of insolvency or is adjudged or declared insolvent under any applicable laws and regulations existing in the territory in which the Contract is being performed.

(e) In addition to the termination rights under Articles 6.1 and 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Supplier in any case in which UNICEF's mandate applicable to the performance of the Contract or UNICEF's funding applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract upon sixty (60) days' written notice to the Supplier without having to provide any justification.

6.3 As soon as it receives a notice of termination from UNICEF, the Supplier will immediately take steps to cease provision of the Goods in a prompt and orderly manner and to minimize costs and will take such steps as UNICEF may undertake in order to facilitate the termination. In addition, the Supplier will take any other action that may be necessary, or that UNICEF may direct in writing, for the minimization of losses and for the protection and preservation of any property, (whether tangible or intangible) related to the Contract that is in the possession of the Supplier and in which UNICEF has or may be reasonably expected to acquire an interest.

6.4 If the Contract is terminated, no payment will be due from UNICEF to the Supplier except for Goods delivered as required with the requirements of the Contract and only if such Goods were ordered, negotiated, or otherwise provided prior to the Supplier's receipt of notice of termination from UNICEF or, in the case of termination by the Supplier, the effective date of such termination. The Supplier will have no claim for any further payment beyond payments to be made in accordance with this Article 6.4. The contract will remain liable to UNICEF for all costs or damages which may be suffered by UNICEF by reason of the Supplier's default (including but not limited to cost of the purchase and delivery of replacement or substitute goods).

6.5 The termination rights in this Article 6 are in addition to all other rights and remedies of UNICEF under the Contract.

6.6 If any Party is required permanently unable, wholly or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be thirty (30) days instead of sixty (60) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of war, riot, civil commotion, the effect of any act of a similar nature there or similar events. "Force majeure" does not include any event which is caused by the negligence or intentional action of a Party, or any event which a diligent Party could reasonably have been expected to take into account and plan for at the time the Contract was entered into: (a) the unavailability of goods, inability to make any payments required under the Contract, or any economic conditions, including but not limited to inflation, price decreases, or labour availability, or (b) any events resulting from harsh conditions or logistical challenges for the Supplier (including civil unrest) associated with location at which the UNICEF is operating or it should operate as is withdrawing from, or any events arising from UNICEF's insolvency, emergency, or similar response operations.

7. Ethical Standards

7.1 The Supplier shall be responsible for the ethical and technical competence of its Personnel, including its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

7.2 (a) The Supplier represents and warrants that no official of UNICEF or any of its United Nations System organization has received from the Supplier or is to be offered by or on behalf of the Supplier, or any direct or indirect benefit in connection with the Contract including any of its elements or any of its elements or the Supplier's performance thereunder. Any direct or indirect benefit, whether or not material to the Supplier's performance thereunder, or any of its elements or the Supplier.

7.3 The Supplier represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Supplier and the solicitation and awarding of sub-contracts by the Supplier), it 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.

7.4 The Supplier further represents and warrants that neither it nor any of its Affiliates, Personnel or directors, is subject to any statute or regulation containing sanctions imposed by any United Nations System organization or other international governmental organization. The Supplier will immediately disclose to UNICEF if it or any of its Affiliates, Personnel or directors becomes subject to any such sanctions or temporary suspensions during the term of the Contract.

7.5 The Supplier will give the highest level of effort to protect UNICEF against fraud, in the performance of the Contract, and comply with the applicable provisions of UNICEF's Policy Preventing and Combating Fraud and Corruption. In particular, the Supplier will keep accurate, and will ensure that no accounts, agents, and sub-contractors do not engage in any corrupt, fraudulent, deceitful, mischievous, or other means of defrauding UNICEF's Policy Preventing and Combating Fraud and Corruption.

7.6 The Supplier will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations relating to the performance of its obligations under the Contract, and the standards of conduct required under the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website www.unspsc.org).

7.7 The Supplier further represents and warrants that neither it nor any of its Affiliates, Personnel or directors, is in any case subject to any statute or regulation containing sanctions imposed by any United Nations System organization or other international governmental organization. The Supplier will immediately disclose to UNICEF if it or any of its Affiliates, Personnel or directors, becomes subject to any such sanctions or temporary suspensions during the term of the Contract.

7.8 The Supplier will (a) observe the highest standards of ethics; (b) with its best efforts to protect UNICEF against fraud, in the performance of the Contract, and (c) comply with the applicable provisions of UNICEF's Policy Preventing and Combating Fraud and Corruption. In particular, the Supplier will keep accurate, and will ensure that no accounts, agents, and sub-contractors do not engage in any corrupt, fraudulent, deceitful, mischievous, or other means of defrauding UNICEF's Policy Preventing and Combating Fraud and Corruption.

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7.10 The Supplier further represents and warrants that neither it nor any of its Affiliates, Personnel or directors, is in any case subject to any statute or regulation containing sanctions imposed by any United Nations System organization or other international governmental organization. The Supplier will immediately disclose to UNICEF if it or any of its Affiliates, Personnel or directors, becomes subject to any such sanctions or temporary suspensions during the term of the Contract.

7.11 The Supplier will (a) observe the highest standards of ethics; (b) with its best efforts to protect UNICEF against fraud, in the performance of the Contract, and (c) comply with the applicable provisions of UNICEF's Policy Preventing and Combating Fraud and Corruption. In particular, the Supplier will keep accurate, and will ensure that no accounts, agents, and sub-contractors do not engage in any corrupt, fraudulent, deceitful, mischievous, or other means of defrauding UNICEF's Policy Preventing and Combating Fraud and Corruption.

7.12 The Supplier will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations relating to the performance of its obligations under the Contract, and the standards of conduct required under the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website www.unspsc.org).

7.13 The Supplier further represents and warrants that neither it nor any of its Affiliates, Personnel or directors, is in any case subject to any statute or regulation containing sanctions imposed by any United Nations System organization or other international governmental organization. The Supplier will immediately disclose to UNICEF if it or any of its Affiliates, Personnel or directors, becomes subject to any such sanctions or temporary suspensions during the term of the Contract.
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Convention 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 (c) in the manufacture, sale, distribution, or use of child-pornographic moms or computer programs designed to produce the manufacture of child-pornographic moms.

1.7 The Supplier represents and warrants that it has taken all appropriate measures to prevent sexual exploitation or abuse of any person 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 any person less than eighteen years of age, regardless of any laws relating to consent, constitutes the sexual exploitation and abuse of such person. In addition, the Supplier represents and warrants that it has taken and will take all appropriate measures to prevent its Personnel including its employees or any persons engaged by the Supplier to engage any money, goods, services, or other things of value for sexual favors or activities or for engaging in any sexual activities that are exploitative or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will entitle UNICEF to terminate the Contract immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind.

1.8 The Supplier will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the understandings and understandings provided in this Article 7.

1.9 The Supplier acknowledges and agrees that each of the provisions in this Article 7 constitutes an essential term of the Contract.

(b) UNICEF will be entitled to its sole discretion and in its sole discretion, to suspend or terminate the Contract and any other affected contracts in the event of breach of any of the terms and conditions provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Supplier or of any of the Supplier’s Affiliates, or of the Supplier or any of its Affiliates or of any Person or Persons on the Supplier’s behalf. Suspension or termination of the Contract and any other affected contracts will be effective immediately upon notice to the Supplier by registered mail or by confirmed email transmission. Notice, requests or consent will be deemed received upon delivery if delivered in person, upon signature of receipt if delivered by registered mail, or twenty-four (24) hours after confirmation of receipt is sent from the Supplier’s electronic address (if delivered by confirmed email transmission).

1.10.2 Any notice, request or consent required or permitted to be given to the Supplier will be in writing, and addressed to the persons listed in the Contract. Any notice, request or consent will be delivered to the Supplier by registered mail or by confirmed email transmission. Notice, requests or consent will be deemed received upon delivery if delivered in person, upon signature of receipt if delivered by registered mail, or twenty-four (24) hours after confirmation of receipt is sent from the Supplier’s electronic address (if delivered by confirmed email transmission).

1.10.3 All documents that comprise the Contract, and all documents, notices and reports issued or provided pursuant to or in connection with the Contract, will be deemed to include, and will be interpreted and applied consistently with, the provisions of Article 9 (Privileges and Immunities; Settlement of Disputes).

11. Other Provisions

11.1 The Supplier acknowledges UNICEF’s commitment to transparency as outlined in UNICEF’s Information Disclosure Policy and consents that it receives to UNICEF’s public disclosure of the terms of the Contract and any information, data, or other materials or documentation provided by UNICEF, including, but not limited to, the Supplier’s processes, procedures, protocols, and policies.

11.2 The failure of one Party to object to or take affirmative action within ten days after receipt of any other Party's written notice shall be deemed to have constituted an agreement to the terms of the Contract and the parties to the Contract shall be deemed to have consented to the terms of the Contract as written.

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

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

11.5 The Supplier may, in the event that the Supplier determines that it is necessary to fulfill the terms of the Contract, enter into sub-contracts with third parties. The Supplier will be responsible for the performance of the sub-contractors and for ensuring that the sub-contractors comply with all the terms and conditions of the Contract.

11.6 The Supplier will be responsible for ensuring that all work performed by its Personnel and subcontractors is in compliance with the terms and conditions of the Contract. The Supplier’s Personnel, including its subcontractors, will be considered to be employees of the Supplier and the Supplier will be responsible for paying all wages, salaries, and other compensation to them.

9. Privileges and Immunities; Settlement of Disputes

9.1 Nothing in the Contract will be deemed to restrict or to diminish in any way the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Convention on the Privileges and Immunities of the United Nations, 1946, or otherwise.

9.2 The terms of the Contract will be interpreted and applied without application of any system of national or sub-national law.
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11.5 The Supplier will 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 cure a default under the Contract, nor any delay or failure by a Party to exercise any other right or remedy available to it under the Contract, will be deemed to prejudice any rights or remedies available to it under the Contract or otherwise to waive any rights or remedies available to it under the Contract.

11.7 The Supplier will not seek or file any claim, judgment or other enforcement action against any person due or to be done under the Contract, and will not permit any other person to do so, it will immediately return or destroy the removal of any rights, agreements or other accommodations that is possessed against any person due or to be done 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 required to: (a) the name of UNICEF for the purposes of annual reports or communications between the Parties; (b) the name of the Supplier and its Personnel and sub-contractors, if the Supplier wishes to: (i) any manner whatsoever use the name, emblem or official seal of UNICEF or the United Nations, or any abbreviation of the name of the United Nations, in connection with the 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 shall govern in all circumstances.

11.10 No modification or change in the Contract, and no waiver of any of its provisions, nor any additional contractual relationship of any kind with the Supplier will be valid and enforceable against UNICEF unless set out in a written memorandum to the Contract agreed by an authorised official of UNICEF.

11.11 The provisions of Articles 2.4, 2.5, 3.8, 3.9, 4.5, 7.8, 9, 11.1, 21.2, 11.4(b), 11.6 and 11.8 will survive delivery of the Goods and the expiry or earlier termination of the Contract.