

REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2026-9204627

14 September 2026

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

LFPS-2026-9204627_MISE EN PLACE D'ACCORDS À LONG TERME (LTA) POUR LES
SERVICES DE TRANSIT ET DEDOUANEMENT

DELAJ DE TRANSMISSION DES OFFRES : LUNDI 12 OCTOBRE 2026 A 23H59 GMT

ADRESSE DE TRANSMISSION DES OFFRES : Abidjan-Bids@unicef.org
XXXXXXXXX FAX/LETTER NOT SPECIFIED IN 'PREPARE ITB (ZMRQ)' XXXXXXXXX

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

Date: _____

Elisabeth YAO

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

Email : eyao@unicef.org

Approved By:

Date: _____

Irma Alofa

REQUEST FOR PROPOSAL FOR SERVICES FORM

This FORM must be completed, signed and returned to UNICEF.
Proposal must be made in accordance with the instructions contained in this Request for Proposal for Services (RFPS).

TERMS AND CONDITIONS OF CONTRACT

Any Contract resulting from this RFPS shall contain UNICEF General Terms and Conditions for Institutional and Corporate Contracts and any other Specific Terms and Conditions detailed in this RFPS.

INFORMATION

Any request for information regarding this RFPS must be forwarded by email to the person who prepared this document, with specific reference to the RFPS number.

The Undersigned, having read the Terms and Conditions of RFPS No. **LRPS-2026-9204627** set out in the attached document, hereby offers to execute the services specified in this document.

Currency of Proposal: _____

Validity of Proposal: _____

Please indicate which of the following Early Payment Discount Terms are offered by you:

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

Declaration

The undersigned, being a duly authorized representative of the Company, represents and declares that:

1.	The Company and its Management ¹ have not been found guilty pursuant to a final judgment or a final administrative decision of any of the following:	YES	NO
	a. fraud	☐	☐
	b. corruption	☐	☐
	c. conduct related to a criminal organisation	☐	☐
	d. money laundering or terrorist financing	☐	☐
	e. terrorist offences or offences linked to terrorist activities	☐	☐
	f. sexual exploitation and abuse;	☐	☐
	g. child labour, forced labour, human trafficking;	☐	☐
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Company or its Management).	☐	☐

¹ #Management" means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and all other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders.

2.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct.	☐	☐
3.	The Company and its Management are not: bankrupt, subject to insolvency or winding-up procedures, subject to the administration of assets by a liquidator or a court, in an arrangement with creditors, subject to a legal suspension of business activities, or in any analogous situation arising from a similar procedure provided for under applicable national law.	☐	☐
4.	The Company and its Management have not been the subject of a final judgment or a final administrative decision finding them in breach of their obligations relating to the payment of taxes or social security contributions.	☐	☐
5.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found they created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business (<i>creating a shell company</i>).	☐	☐
6.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found the Company was created with the intent referred to in point (5) (<i>being a shell company</i>).	☐	☐

The UNICEF reserves the right to disqualify the Company suspend or terminate any contract or other arrangement between the UNICEF and the Company, with immediate effect and without liability, in the event of any misrepresentation made by the Company in this Declaration.

It is the responsibility of the Company to immediately inform the UNICEF of any changes in the situations declared.

This Declaration is in addition to, and does not replace or cancel, or operate as a waiver of, any terms of contractual arrangements between the UNICEF and the Company.

Signature: _____

Date: _____

Name and Title: _____

Name of the Company: _____

UNGM #: _____

Postal Address: _____

Email: _____

Item	Service Description	Quantity	Unit	Unit Price	Price
10	SERVICE DE TRANSIT AERIEN				
	OPERATIONS DE TRANSIT AERIEN	1	PU		
20	SERVICE DE TRANSIT MARITME				
	OPERATIONS DE TRANSIT MARITIME	1	PU		
30	AUTRES SERVICES LIES AU TRANSIT				
	DIVERSES OPERATIONS CONNEXES	1	PU		

SPECIAL NOTES

TERMES DE REFERENCE SERVICES DE TRANSIT ET DEDOUANEMENT

Pour la mise en œuvre de ses programmes, le bureau de l'UNICEF recherche un/des prestataire/s pour la prise en charge des prestations de pleins services de dédouanement (import / export), manutention et livraison des cargaisons importées pour ses programmes et activités de coopération en Côte d'Ivoire.

1. SERVICE GÉNÉRAL REQUIS

Le prestataire devra fournir des services de logistique pour et au nom du bureau de pays de l'UNICEF basé à Abidjan pendant toute la durée de l'accord cadre (LTA), notamment en matière de dédouanement à l'import et à l'export de cargaison, de manutention et de livraison des cargaisons importées par voies maritime et aérienne.

La portée des services à exécuter par le prestataire inclura mais sans être limitée à :

L'enlèvements à partir des terminaux d'entrées des importations par voie maritime aux ports d'Abidjan et San Pedro et aérienne à l'Aéroport International Houphouët Boigny d'Abidjan

Au vu des Ordres de Transit (OT) fournis par UNICEF, initier et réaliser les formalités douanières, c'est-à-dire, appliquer les régimes d'exonération et de suspension des droits de taxes à l'importation ou à l'exportation, puis assurer l'accompagnement et le suivi dans le circuit administratif jusqu'à apurement final auprès des services douaniers de la Côte d'Ivoire.

S'assurer que le nombre de colis, dimensions de chaque colis, la description des articles, le colisage, le poids brut et le marquage sont en conformité avec les informations contenues dans les documents transmis par UNICEF.

Informer en temps utile le bureau UNICEF de toute perte, dommage ou retard dans la livraison des biens.

Assurer un suivi régulier et efficace des dossiers UNICEF.

Notifier et consulter dans les plus brefs délais la Section Supply/Logistique du Bureau UNICEF approprié pour tout problème éventuellement rencontré.

Avancer le paiement des frais à encourir du point de débarquement jusqu'au point de livraison indiqué par le Bureau UNICEF, tout en s'assurant que le régime d'exonération dont jouit l'UNICEF est bien respecté.

Informer rapidement le bureau UNICEF concerné pour approbation de toute situation qui pourrait engendrer des coûts financiers additionnels.

Organiser l'enlèvement rapide des arrivages afin d'éviter les frais de magasinage et autres pénalités.

- # Occasionnellement, organiser l'entreposage temporaire de marchandises conditionnées en colis.
- # Assister à des constatations de Douanes dans les lieux et temps prescrits, si nécessaire. Procéder aux enlèvements d'urgence des intrants UNICEF lorsque applicable.
- # Procéder à la préparation et au traitement des documents d'exportation, lorsque applicable.
- # Gérer la chaîne logistique tout entière, depuis le point d'entrée jusqu'au point de destination désignée (entrepôt UNICEF ou entrepôt de partenaire dans Abidjan), incluant tous les modes de transport nécessaires.
- # Ceci doit inclure tout équipement, infrastructure, personnel qualifié et autres compétences et moyens nécessaires pour réaliser le transport, le transit et tout service associé en conformité avec les meilleures pratiques commerciales.
- # Fournir des rapports périodiques (hebdomadaires et mensuels) sur le suivi des activités en cours.
- # Le prestataire devra fournir des services à l'UNICEF en priorité pendant toute la durée de l'accord cadre.

2. MATERIELS & PRODUITS IMPORTES

Les principaux matériels et produits de base importés par l'UNICEF par voie maritime et aérienne sont (liste non exhaustive) :

- Vaccins, médicaments et autres équipements médicaux
- Aliments thérapeutiques, intrants nutritionnels
- Fournitures et équipements scolaires, kits récréatifs et éducatifs
- Matériel d'inoculation (seringue, aiguilles, etc.)
- Matériels et équipements de chaîne de froid (glacières, porte vaccins, réfrigérateurs etc.)
- Equipements informatiques et accessoires (ordinateurs, photocopieurs & imprimantes)
- Matériel de télécommunications (radio HF / VHF, V-SAT, etc.)
- Matériel pour l'eau et l'assainissement
- Matériels roulants : véhicules, motos, vélos
- Fournitures de bureau
- D'autres matériels non spécifiés ici qui rentrent dans le cadre des activités et mission de l'UNICEF - Effets personnels des fonctionnaires internationaux de l'UNICEF.

A titre indicatif, en 2025, le volume des importations a représenté plus de 90 arrivages maritime et aérien sur l'ensemble du territoire national. Les quantités exprimées ci-dessus n'ont qu'une valeur indicative et sont susceptibles de variation en fonction de la conjoncture. Elles ne sauraient engager l'UNICEF vis-à-vis de l'entreprise sélectionnée en cas de modification du volume pendant la période considérée.

A noter que les contrats à long terme (LTA) sont à caractère non exclusif, et sont utilisés pour la fourniture ponctuelle de services aux conditions convenues à l'avance entre les parties. Ils ne constituent en aucun cas une obligation de l'UNICEF d'utiliser une quantité minimum de services, les demandes étant soumises en fonction des besoins réels.

L'UNICEF ne saura être tenu responsable de coûts du prestataire dans le cas où aucune commande n'est effectuée dans le cadre de la LTA (s).

L'UNICEF se réserve le droit d'utiliser les services de toute autre agence en douane et de lancer un appel d'offres pour des projets spécifiques si nécessaire.

Le(s) soumissionnaire(s) retenu(s) s'engage(nt) à offrir les mêmes conditions de services (techniques et tarifaires) à toute autre Agence du Système des Nations Unies ou ONG partenaire de l'UNICEF qui souhaiterait utiliser leurs services dans le cadre des accords qui résulteront de la présente sollicitation.

Matières dangereuses :

Les expéditions faisant l'objet de manutention peuvent contenir des matières dangereuses, fragiles ou à transporter dans des conditions particulières (ex. maintien de la chaîne de froid). Le transitaire recevra le détail desdits biens sur le Bon de commande et se verra délivrer un certificat ou des certificats de biens dangereux.

3. SERVICES DE DEDOUANEMENT

Le prestataire fournira les pleins services de dédouanement conformément à la demande faite par l'UNICEF, en sa qualité de compagnie de transit agréée en douane.

Deux (2) lots de services sont proposés :

Lot 1 : Importations et exportations par voie maritime

Lot 2 : Importations et exportations par voie aérienne

CHAQUE PRESTATAIRE EST LIBRE DE SOUMISSIONNER POUR UN SEUL LOT OU LES DEUX.

LOT N° 1 : IMPORTATIONS ET EXPORTATIONS DES CARGAISONS PAR VOIE MARITIME

1. Au moins dix (10) jours avant l'arrivée de la cargaison à Abidjan, l'UNICEF fournira, par message électronique email, au prestataire une copie des documents d'expédition (connaissance maritime ou lettre de transport routier, liste de colisage, facture et tout autre document lié à la cargaison) avec précision de la date estimée d'arrivée et un OT (Ordre de Transit) dûment signé instruisant le prestataire à dédouaner et à livrer les marchandises aux lieux indiqués. L'omission de l'un ou l'autre des documents ne saurait conduire le prestataire à déroger à ses obligations.

2. L'UNICEF initiera la Demande d'Exonération auprès du Ministère des Affaires Etrangère et de la Douane sur base de la position tarifaire douanière communiquée par le prestataire.

3. La copie originale du certificat d'exonération une fois approuvée sera aussitôt remise au prestataire. Celui-ci, se chargera du reste des formalités douanières et d'apurer la déclaration en conformité avec les délais et dispositions prévus par la réglementation douanière à cet effet.

4. A la réception de la copie des documents d'expédition (connaissance maritime ou lettre de

transport routier, liste de colisage, facture commerciale, certificat d'exonération, etc..) et de l'OT, le prestataire vérifiera l'exactitude et la complétude des documents ; et informera l'UNICEF dans le même jour de toute anomalie documentaire et s'engagera avec l'UNICEF pour l'obtention du document adéquat.

5. Le prestataire se chargera d'établir la déclaration correspondante en douane en privilégiant les enlèvement Direct. Dans le cas échéant, il devra assurer la régularisation, l'apurement de ladite déclaration dans le délai de jours imparti par la douane.

6. Avant toute livraison dans les entrepôts de l'UNICEF et/ou chez les partenaires désignés, le prestataire fournira à l'UNICEF 48 heures en avance, un avis d'arrivée et de livraison de la cargaison concernée en précisant la date d'arrivée dans les entrepôts UNICEF pour ainsi permettre au personnel de l'UNICEF d'assister aux inspections mais aussi de permettre la planification de livraisons directes aux partenaires de l'UNICEF quand cela est nécessaire.

7. Quand cela est requis par la douane, le prestataire est tenu de faciliter la présence des agents des douanes sur le site de déchargement (les conteneurs UNICEF n'étant pas ouverts / inspectés au terminal) et assister à l'ouverture et au déchargement des conteneurs au point de déchargement.

8. Pour les cas d'importation de cargaison conteneurisé, le prestataire sera responsable d'assurer le retour des conteneurs vides du lieu de déchargement.

DELAI D'EXECUTION DES FORMALITES DE DEDOUANEMENT ET DE LIVRAISON (INDICATEURS DE PERFORMANCE) :

Toutes les importations des cargaisons par voie maritime doivent être livrées à l'UNICEF au maximum vingt (20) jours après l'arrivée du navire

Les dossiers en douanes doivent être apurés au plus tard vingt (20) jours après la date de livraison de la cargaison

LOT N° 2 : IMPORTATIONS ET EXPORTATIONS DES CARGAISONS PAR VOIE AERIENNE

A- Importations des cargaisons par voie aérienne

1. 48 heures au plus après la réception de l'avis d'arrivée de la cargaison à l'aéroport d'Abidjan, l'UNICEF fournira, par message électronique email, au prestataire une copie des documents d'expédition (Lettre de Transport aérienne - Airwaybill, liste de colisage, factures commerciales) avec un Ordre de Transit (OT) dûment signé instruisant le prestataire à dédouaner et livrer la cargaison.

2. L'UNICEF indiquera la date l'arrivée et la compagnie aérienne afin que le prestataire puisse coordonner la réception et la prise en charge de la cargaison. L'omission de l'une des informations précédentes ne doit pas diminuer les obligations du prestataire en vertu de l'accord cadre à long terme LTA.

3. A la réception de l'OT accompagné des documents d'expédition (Lettre de Transport aérienne - Airwaybill, liste de colisage, factures commerciales), le prestataire engagera les formalités administratives, la déclaration en douanes en vue de l'obtention du Bon à Enlever (BAE) et procèdera à la livraison de la cargaison au destinataire stipulé sur l'OT. Il gardera

l'UNICEF informé tout au long du processus de dédouanement et de livraison de la cargaison. Aussi, pour les livraisons directes chez le partenaire, le prestataire transmettra aussitôt à l'UNICEF le bordereau de livraison signé par le partenaire avec cachet de la structure.

4. L'UNICEF initiera la Demande d'Exonération auprès du Ministère des Affaires Etrangère et de la Douanes sur base de la position tarifaire Douanière communiquée par le prestataire.

5. La copie originale du certificat d'exonération une fois approuvée sera aussitôt remise au prestataire. Celui-ci, se chargera du reste des formalités Douanières et d'apurer la déclaration en conformité avec les délais et dispositions prévus par la réglementation douanière à cet effet.

6. En cas de besoin, le prestataire assurera sans frais, le stockage temporaire de la cargaison importée dans ses entrepôts sis à l'aéroport jusqu'à livraison, en attendant l'apurement des déclarations douanières.

7. Les vaccins et les produits dits périssables seront livrés au destinataire / consignataire désigné par l'UNICEF le même jour de leur arrivée à l'aéroport, après totale vérification de la conformité des documents d'expédition et les autres instructions fournies par l'UNICEF en ce qui concerne le nombre d'unités d'emballage, l'emballage, le marquage et la documentation. Tout écart doit être immédiatement notifié à l'UNICEF.

8. Pour les produits qui exigent un entreposage à basse température, le prestataire prendra les dispositions nécessaires pour effectuer la livraison au lieu indiqué sur l'OT le jour même de l'arrivée des colis.

9. Pour toutes les cargaisons reçues, le prestataire vérifiera l'exhaustivité et la conformité de la cargaison par rapport aux documents d'expédition et à toute autre instruction fournie par l'UNICEF en ce qui concerne le nombre d'unités, l'emballage et la nature des articles. En cas de constatations de dommage, de manquant ou de perte à l'arrivée, le prestataire a l'obligation de le signaler dans le manifeste de la compagnie aérienne en plus d'une réclamation officielle mentionnant le détail et la quantité des articles manquantes/endommagées. L'UNICEF devra être informé immédiatement pour diligenter un commissaire aux avaries quand cela est nécessaire.

10. Le prestataire accordera une attention et une priorité particulière aux avions cargo affrétés par l'UNICEF (charter flight) qui devront être déchargés au plus tard une heure de temps après l'atterrissage.

DELAI D'EXECUTION DES FORMALITES DE DEDOUANEMENT ET DE LIVRAISON (INDICATEURS DE PERFORMANCE) :

Toutes les importations aériennes doivent être enlevées et livrées à l'UNICEF et/ou au partenaire désigné au plus tard le cinquième jour (5ème) ouvrable suivant son arrivée, à l'exception des vaccins et des produits périssables qui devront être enlevés le jour même de l'arrivée à l'aéroport

Les dossiers en douanes doivent être apurés au plus tard vingt (20) jours après la date de livraison de la cargaison

B - Exportation des cargaisons par voie aérienne

11. Au moins cinq (5) jours avant l'exportation de la cargaison, l'UNICEF fournira au prestataire

une copie des documents d'expédition (Facture non commerciale, Attestation de valeur commerciale, liste de colisage) et l'Ordre de Transit (OT) instruisant le prestataire à engager les formalités douanières à l'export et les détails du moyen de transport aérien qui sera utilisé pour l'opération.

12. Immédiatement, le prestataire engagera les procédures à l'export à savoir le pesage de la marchandise, la déclaration douanières et tout autre documentation nécessaire pour cette expédition. Il procèdera à la mise à disposition de la marchandise au transporteur aérien, le cas échéant, sur palettes fournies ou en vrac comme il en sera demandé.

13. Le prestataire partagera la date de départ de la cargaison et fournira tous les documents sur cette expédition (la LTA, la liste de colisage/nombre de colis avec description des articles, la référence du bon de commande/PO UNICEF, le poids, le volume) à l'UNICEF et au destinataire désigné.

Le prestataire gardera l'UNICEF informé tout au long du processus des formalités douanières et d'exportation de la cargaison.

Délai d'exécution des dédouanements à l'export (Indicateurs de performance) :

Les formalités d'export aériens doivent être finalisées au plus tard la veille du départ prévu de la cargaison.

Les dossiers en douanes doivent être apurés au plus tard vingt (20) jours après la date départ de la cargaison.

DELAÏ D'EXECUTION DES DEDOUANEMENTS A L'EXPORT (INDICATEURS DE PERFORMANCE) :

Les formalités d'export aérien doivent être finalisées au plus tard la veille du départ prévu de la cargaison

Les dossiers en douanes doivent être apurés au plus tard vingt (20) jours après la date de départ de la cargaison

4. EXIGENCES ORGANISATIONNELLES

4.1 Gestion et liaison avec l'UNICEF

Le prestataire nommera un interlocuteur principal, professionnel et responsable, une personne fiable et digne de confiance, ou des personnes qui seront responsables de l'exécution des engagements et qui communiqueront avec l'UNICEF, ses partenaires et destinataires, le cas échéant.

L'UNICEF se réserve le droit d'inviter le contractant à tout moment pendant cet accord LTA à affecter un nombre de personnel additionnel ou à remplacer n'importe quel personnel traitant ses expéditions. Le prestataire devra se conformer promptement à une telle demande.

Le prestataire fournira les noms et CV du/des personnel(s) indiqué(s) s'occupant des expéditions de l'UNICEF.

4.2 Engins et équipement de manutention

En cas de besoin, surtout pour les livraisons directes chez les partenaires désignés de l'UNICEF, le prestataire devra disposer d'engins et équipement de manutention proportionnés comme un chariot élévateur à fourche, un petit chariot élévateur à fourche et mettre à disposition une équipe de manutentionnaire.

4.3 Responsabilité

La responsabilité et les obligations du prestataire doivent être tels que définis dans les normes FIATA et les normes nationales et internationales et ne sera pas moins que ce qui suit :

- Fret aérien : tel que défini par la Convention de Varsovie
- Fret routier : tel que défini par les règlements CMR

Ce qui précède est sans préjudice des droits ou recours que l'UNICEF peut prévaloir contre le prestataire pour tout manquement, violation, exécution défectueuse, ou non-exécution des dispositions de cet accord LTA.

En outre, le prestataire aura la responsabilité de se conformer à toute la réglementation douanière en vigueur en Côte d'Ivoire et s'assurer que tous les enlèvements directs éventuels sont apurés dans les délais impartis.

Le prestataire reconnaît que :

- (a) l'UNICEF peut faire bénéficier les partenaires de ses Programmes et les autres agences des Nations Unies des services achetés ;
- (b) Le bénéfice de toutes les garanties fournies et les engagements contractés avec l'UNICEF sera transmis par l'UNICEF aux partenaires de ses Programmes et aux autres agences des Nations Unies.

4.4 Système de rapport hebdomadaire de suivi et communication

Le prestataire fournira et maintiendra un système de suivi électronique des cargaisons sur Excel. Le système devra être utilisé pour enregistrer les éléments d'informations permettant le suivi de tous les articles embarqués pour le compte du bureau UNICEF Côte d'Ivoire ou de ses partenaires, de la date de la réception du document d'expédition de l'UNICEF et de toutes les étapes clés du processus jusqu'à ce que les articles soient livrés et mis à la disposition du destinataire. Un système similaire devra être mis en place pour le suivi des cargaisons à l'export.

L'UNICEF et le prestataire établiront conjointement le format de rapport hebdomadaires dans les trente (30) jours suivant la date effective du début de l'accord cadre LTA.

Le contractant garantira une réponse rapide à toute question posée par l'UNICEF et l'envoi d'information précises et sûres dans toute situation.

4.5 Assurance

- a. Pendant toute la durée du contrat, le prestataire doit contracter et conserver une police d'assurance adéquate contre tous les risques pour lesquels il est tenu de dédommager l'UNICEF ayant subi un dommage en vertu du présent contrat. Sa proposition devra

comprendre les détails complets de sa police d'assurance et le niveau financier de couverture.

b. Le prestataire est responsable des dommages et/ou de la perte du fret en transit (aux soins du le prestataire) ou des deux avant la livraison, ou pendant le stockage sous la garde du prestataire ; la responsabilité incombe au prestataire seul. Le prestataire doit se prononcer sur toute réclamation résultant de la mauvaise manipulation des biens avant l'expédition et/ou la livraison après réception de la déclaration de sinistre soumise à l'UNICEF. Le prestataire doit posséder une assurance valide pendant la durée du contrat, afin de faciliter le paiement lié à tous les sinistres découlant d'une négligence ou d'une mauvaise manipulation, ainsi que toute autre réclamation entraînant des avaries ou la perte de frets ou d'envois.

4.6 Indicateurs de performance

L'UNICEF et le prestataire examineront et évalueront chaque trimestre les performances des prestations de services du prestataire sur la base des indicateurs de performance tels que définis dans les procédures opérationnelles.

L'indicateur clé de performance suivant sera utilisé pour mesurer à quel point le prestataire remplit les exigences contractuelles et pour évaluer sa performance en cours. Ceci aidera à s'assurer que le contrat est correctement exécuté et servira par la suite de base à la décision future de conclure d'autres contrats avec le même prestataire. Dans ce cadre, l'UNICEF se réserve le droit de résilier le contrat subséquent ou d'appliquer des sanctions financières en cas de mauvaises performances récurrentes et insatisfaisantes.

Critère : Enlèvement et livraison des cargos à l'UNICEF et/ou au partenaire désigné

Indicateur : 5 jours ouvrables, à l'exception des vaccins et des produits périssables qui devront être enlevés le jour même de l'arrivée à l'aéroport.

Critère : Apurement des dossiers en douane

Indicateur : 20 jours calendaires après la réception des documents d'exonération/départ du cargo

Critère : Perte de fret

Indicateur : Zéro

Critère : Retard dans la collecte de fret, date/ heure respectées

Indicateur : Moins de 30 min

Critère : Retard sur l'heure de départ ou d'arrivée de camion ou convoi, date/heure

Indicateur : Moins d'1 heure

Critère : Flux de communication entre l'UNICEF et le point focal dédié du soumissionnaire.

Retard à être communiqué par téléphone ou courrier électronique

Indicateur : Endéans 30 min maximum

Critère : Retards dans la documentation de douanes

Indicateur : Dans les 48 heures (deux jours ouvrables) suivant la réception des documents (franchise, Bon de Service)

Critère : Mauvaise manipulation du fret

Indicateur : Zéro

Critère : Notification de l'arrivée des expéditions

Indicateur : Inférieur ou égal à 24 heures

Critère : Notification de perte d'expédition ou d'avaries sur l'expédition

Indicateur : Inférieur ou égal à 24 heures

Critère : Erreur dans la documentation du dédouanement

Indicateur : Zéro

Critère : Précision de la facturation

Indicateur : 100%

4.7. Facteurs de risque et mesures de mitigation

Risque : Déploiement du personnel et de l'équipement nécessaire en cas de demande,

Conséquence : Retard dans le déploiement du calendrier et augmentation possible des frais (direct et indirect) liés à l'opération.

Mesures de mitigation : Garantie de bonne exécution.

Risque : Stabilité ou sécurité financière du fournisseur/ calendriers de paiement inflexibles

Conséquence : Défaut d'exécution du contrat en raison du manque de liquidité pouvant mettre en péril le plan de déploiement

Mesures de mitigation : Acceptation UNGCC et fourniture d'états financiers, prise en compte de la Garantie de bonne exécution.

Risque : Question du contrôle de la qualité : Normes du soumissionnaire non adaptées à celles de l'ONU

Conséquence : Impact sur l'image de l'organisation, défaut d'atteindre les objectifs visés (résultat)

Mesures de mitigation : Prise en compte du plan de contrôle de la qualité dans la proposition et mesure de la performance

Risque : Autre

Conséquence : Informations fournies dans les propositions insuffisantes pour une évaluation technique complète et efficace

Mesures de mitigation : Liste des critères d'évaluation techniques, documents et informations soumis dans le Cahier des charges et document d'appel d'offres fourni en français. Liste de vérification dans le cadre de la soumission de la partie technique.

4.8. Réclamation

Le Contractant offrira une assistance à l'UNICEF et/ou à la compagnie d'assurance indiquée par l'UNICEF pour déclarer et pour poursuivre les réclamations pour la perte ou les dommages en transit avec les parties appropriées. Le Contractant protégera les intérêts de l'UNICEF à tout moment et s'assurera que les arrangements et les paiements sont effectués sans retards, selon les règlements appropriés.

4.9 Tarification

Le soumissionnaire se conformera au cadre de devis fourni en annexe dans le présent dossier d'Appel d'Offres.

4.10 Facturation

Les factures numériques avec l'ensemble des justificatifs doivent être transmises par email à l'attention du responsable du service Supply & Logistique de l'UNICEF dans un délai maximum de dix (10) jours après la fin de l'opération. Les copies dures seront transmises seulement sur demande de l'UNICEF.

Le prestataire devra soumettre une facture originale distincte pour chaque Ordre de Transit (OT), en concordance avec la grille tarifaire de son offre et accompagnée des documents justificatifs et appropriés suivants :

- L'Ordre de Transit (OT) fourni par l'UNICEF et signé par les deux parties
- Le bordereau de livraison (BL) signé par l'UNICEF ou par le partenaire réceptionnaire de la cargaison
- La copie du document de transport (connaissance, lettre de transport, lettre de voiture)
- La copie du certificat d'exonération
- La copie de la déclaration en Douanes

Tous les justificatifs de débours (paiements autorisés au préalable par l'UNICEF et effectués par le prestataire au nom de l'UNICEF à des tiers parties) devront être joints.

Les factures validées seront payées par virement bancaire dans les trente (30) jours à compter de la date de réception des documents à l'UNICEF. Pour toute facture retournée pour raison d'incomplétude des documents de support ou pour correction, ce délai courra à compter de la réception de la version corrigée et acceptée.

L'UNICEF n'acceptera aucune facture soumise plus de trois mois après l'obtention des documents requis de l'UNICEF pour l'apurement en Douanes. En participant à cette consultation, les prestataires l'acceptent et en assument les conséquences.

4.11 Préfinancement des opérations et paiement

Le Prestataire payera à l'avance ou se chargera du paiement par anticipation de tous les frais applicables au point de destination finale indiqué par l'UNICEF, à condition que le prestataire s'assure que de tels frais n'incluent pas des impôts, taxes ou d'autres rubriques imposées par les autorités du gouvernement.

4.12 Durée des services

L'objectif de cet exercice est d'aboutir à un ou plusieurs Accords à Long Terme (LTA) non exclusifs. Le ou les LTA auront une durée initiale de trente-six (36) mois, avec possibilité de reconduction pour deux périodes consécutives de douze (12) mois chacune, par accord mutuel des parties, sans excéder une durée totale de soixante (60) mois.

Il est important de noter que les prix/réductions appliquées resteront invariables durant toute la période. L'UNICEF ne donne aucune garantie quant à la quantité de prestations de services demandés pendant la durée du contrat

5. ÉVALUATION DES OFFRES

5.1 Contrôle préliminaire et évaluation administrative

Cette étape vise à déterminer la conformité de l'offre aux exigences administratives et formelles

de la LRPS. Toute offre non conforme à une exigence obligatoire pourra être rejetée sans évaluation technique.

- # L'offre a été reçue avant la date et l'heure limites de soumission.
- # L'offre a été préparée et transmise conformément aux instructions aux soumissionnaires.
- # Le soumissionnaire a fourni les documents administratifs obligatoires, valides et conformes exigés dans la LRPS, notamment le registre de commerce, les attestations fiscale et sociale, le numéro UNGM et les bilans financiers certifiés des années 2024 et 2025.
- # Le soumissionnaire a fourni les autorisations, agréments et assurances requis pour l'exercice des activités de transit et de dédouanement.

5.2 Méthode d'évaluation et pondération

L'évaluation des propositions sera réalisée selon une méthode de notation pondérée comprenant une évaluation technique et une évaluation financière.

- # Note technique pondérée : 60 points maximum, soit 60 % de la note finale.
- # Note financière : 40 points maximum, soit 40 % de la note finale.

La proposition technique sera initialement évaluée sur 100 points. Pour être techniquement qualifiée, une proposition devra obtenir au minimum 70 points sur 100. Toute proposition ayant obtenu une note inférieure à ce seuil sera écartée de la suite du processus et sa proposition financière ne sera ni ouverte ni évaluée.

Pour les offres techniquement qualifiées : Note technique pondérée = note technique brute obtenue $\times$ 60 / 100.

5.3 Barème de l'évaluation technique

L'évaluation technique est notée sur 100 et déclinée selon les critères d'évaluation ci-dessous :

CRITÈRES D'ÉVALUATION TECHNIQUE

- 1) METHODOLOGIE de suivi des cargaisons, organisation et capacité de communication = 15 points
- 2) CAPACITE DE PREFINANCEMENT DES OPERATIONS, sur la base d'une attestation bancaire conforme = 20 points
- 3) MARCHES SIMILAIRES EXECUTES = 25 POINTS : (5 points par référence conforme, dans la limite de cinq références)
- 4) EXPERIENCE DU SOUMISSIONNAIRE = 10 POINTS : (Plus de cinq ans = 5 points ; Expérience avec des organismes internationaux ou humanitaires = 5 points)
- 5) PERSONNEL CLE = 20 POINTS : (Responsable transit = 6 points ; Passeur en douane = 6 points ; Chargé de facturation = 4 points; Commis livreur = 4 points)
- 6) EQUIPEMENTS PROPRES ADAPTES AUX OPERATIONS DE

TRANSIT, de manutention accessoire et de livraison = 10 POINTS

5.4 Évaluation financière

L'évaluation financière sera effectuée sur la base du Canevas des prix figurant à l'Annexe F. Seules les propositions financières des soumissionnaires ayant obtenu au moins 70 points sur 100 à l'évaluation technique seront ouvertes et évaluées.

La proposition financière conforme présentant le prix total évalué le plus bas recevra la note maximale de 40 points. Les autres propositions financières seront notées de manière inversement proportionnelle selon la formule suivante :

Note financière = (prix total évalué de l'offre conforme la moins-disante $\times$ 40) / prix total évalué de l'offre considérée

Les prix unitaires devront être indiqués hors taxes, en francs CFA, conformément au Canevas des prix. Les quantités éventuelles figurant dans le Canevas sont indicatives et servent uniquement à l'évaluation financière.

5.5 Note finale et attribution

La note finale de chaque soumissionnaire techniquement qualifié sera calculée comme suit :

Note finale = note technique pondérée + note financière.

Les offres seront classées par ordre décroissant de leur note finale. Le ou les soumissionnaires ayant obtenu la note finale la plus élevée pourront être recommandés pour l'attribution d'un ou plusieurs Accords à Long Terme pour les services de transit et de dédouanement, sous réserve des vérifications, négociations éventuelles et droits de l'UNICEF prévus dans la LRPS.

INSTRUCTION TO PROPOSERS

1. MARKING AND RETURNING PROPOSALS

1.1 Proposals shall be submitted in the manner specified earlier in this solicitation document. Detailed submission guidance at paragraphs 1.7, 1.8 and/or 1.9 should then be followed accordingly.

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

1.3 Proposals must be clearly marked with the RFP(S) number and the name of the company submitting the Proposal.

1.4 Proposers should note that Proposals 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 RFP(S);
- d) in a different form than prescribed in the RFP(S).

1.5 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this RFP(S), paying particular attention to its schedules/Terms of Reference/Statement of Work and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service/goods need.

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

1.6 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the schedules/Terms of Reference/Statement of Work for this RFP(S).

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.7.2 The Proposal must be sent for the attention of unit/team and address as specified in this RFP/RFPS. Proposals not sent in this manner will be disqualified.

1.7.3 They must be clearly marked as follows:

* Outer sealed envelope:

Name of company

[RFP(S) NO.]

[NAME OF UNIT & UNICEF OFFICE ADDRESS]

* Inner sealed envelope - Technical Proposal (1 original and 2 copies): Name of company, RFP(S) number - technical proposal

* Inner sealed envelope - Price Proposal (1 original and 2 copies): Name of company, RFP(S) number - price proposal

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

1.7.4 In case of any discrepancy between an original and a copy, the original will prevail.

1.7.5 Any delays encountered in the mail delivery will be at the risk of the Proposer.

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.8.2 Faxed Proposals must be returned to the ONLY ACCEPTABLE FAX NUMBER for Proposals as specified in this RFP(S) Document. Proposers should note that Proposals received at any other fax number will be invalidated.

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.9.2 All e-mailed Proposals 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. Proposals not sent in this manner will be disqualified.

1.9.3 All Proposals submitted by e-mail must be submitted as email attachments. The Technical Proposal and Price Proposal must be sent as separate attachments and clearly indicated as such in the file name (e.g. Company ABC Technical Proposal, Company ABC Price Proposal). Email links (e.g. to documents to be downloaded from cloud based folders) are not acceptable unless otherwise specifically requested. Proposals submitted as a link or through a link will be invalidated.

2. OPENING OF PROPOSALS

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

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

2.3 In cases when a Public Opening is held, the invited proposers, or their authorized representative, may attend the public Proposal opening at the time, date and location specified in the RFP(S) documents.

3. UNGM REGISTRATION

3.1 UNICEF is part of the United Nations Global Marketplace(UNGM). Accordingly, all proposers 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 on an RFP(S) advising product/service, awarded supplier and total value of award.

ANNEX A

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

Definitions and UNICEF Supply Website

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

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

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

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

"Contractor" means the contractor named in the Contract.

"Deliverables" means the work product and other output of the Services required to be delivered by Contractor as part of the Services, as specified in the relevant section of the Contract.

"Disabling Code" means any virus, back door, timer or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code that may have the consequence (whether by design or unintentionally) of disrupting, disabling, harming, circumventing security controls or otherwise impeding in any manner the normal operation or performance of (i) any software or service or (ii) any UNICEF information system or network.

"End User" means, in the event that the Services or Deliverables involve the use of any information systems, any and all UNICEF employees, consultants and other personnel and any other external users collaborating with UNICEF, in each case, authorized by UNICEF to access and use the Services and/or Deliverables.

"Fee" is defined in Article 3.1.

"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.

Contractor's "Key Personnel" are: (i) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the Contract; (ii) Personnel whose resumes were submitted with the proposal; and (iii) individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

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

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

"Security Incident" means, with respect to any information system, service or network used in the delivery of the Services or Deliverables, one or more events that (a) indicates that the security of such information system, service, or network may have been breached or compromised and (b) that such breach or compromise could very likely compromise the security of UNICEF's Confidential Information or weaken or impair UNICEF's operations. Security Incident includes any actual, threatened or reasonably suspected unauthorized access to, disclosure of, use of or acquisition of UNICEF Data that compromises the security, confidentiality, or integrity of the UNICEF Data, or the ability of UNICEF or End Users to access the UNICEF Data.

"Services" means the services specified in the relevant section of the Contract.

"UNICEF Data" means any and all information or data in digital form or processed or held in digital form that (a) are provided to the Contractor by, or on behalf of, UNICEF and/or End Users under the Contract or through UNICEF's and/or End Users' use of the Services or in connection with the Services, or (b) are collected by the Contractor in the performance of the Contract.

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

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combatting Fraud

and Corruption, UNICEF's Policy on Safeguarding (as updated from time to time), the UN Supplier Code of Conduct and UNICEF's Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract.

2. Provision of Services and Deliverables; Contractor's Personnel; Sub-Contractors

Provision of Services and Deliverables

2.1 The Contractor will provide the Services and deliver the Deliverables in accordance with the scope of work set out in the Contract, including, but not limited to, the time for delivery of the Services and Deliverables, and to UNICEF's satisfaction. Except as expressly provided in the Contract, the Contractor will be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services and delivery of the Deliverables under the Contract.

2.2 The Contractor acknowledges that, other than as expressly set out in the Contract, UNICEF will have no obligation to provide any assistance to the Contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the fulfillment by the Contractor of its obligations under the Contract. If UNICEF provides access to and use of UNICEF premises, facilities or systems (whether on site or remotely) to the Contractor for the purposes of the Contract, the Contractor will ensure that its Personnel or sub-contractors will, at all times (a) use such access exclusively for the specific purpose for which the access has been granted and (b) comply with UNICEF's security and other regulations and instructions for such access and use, including, but not limited to, UNICEF's information security policies. The Contractor will ensure that only those of its Personnel that have been authorized by the Contractor, and approved by UNICEF, have access to UNICEF's premises, facilities or systems.

2.3 The Contractor will use its best efforts to accommodate reasonable requests for changes (if any) to the scope of work of the Services or time for provision of the Services or delivery of the Deliverables. If UNICEF requests any material change to the scope of work or time for delivery, UNICEF and the Contractor will negotiate any necessary changes to the Contract, including as to the Fee and the time schedule under the Contract. 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 Contractor. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

2.4 The Contractor will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Contractor) in connection with the provision of the Services or development and delivery of the Deliverables.

2.5 Title to any equipment and supplies which may be provided to the Contractor by UNICEF, will remain with UNICEF. Such equipment and supplies will be returned to UNICEF at the conclusion of the Contract or when no longer needed by the Contractor in the same condition as when they were provided to the Contractor, subject to normal wear and tear. The Contractor will pay UNICEF the value of any loss of, damage to, or degradation of, the equipment and supplies beyond normal wear and tear.

Non-conforming Services and Consequences of Delay

2.6 If the Contractor determines it will be unable to provide the Services or deliver the Deliverables by the date stipulated in the Contract, the Contractor will (i) immediately consult with UNICEF to determine the most expeditious means for delivery of the Services and/or Deliverables; and (ii) take necessary action to expedite delivery of the Services and/or Deliverables, at the Contractor's cost (unless the delay is due to force majeure as defined in Article 6.8 below), if reasonably so requested by UNICEF.

2.7 The Contractor acknowledges that UNICEF may monitor the Contractor's performance under the Contract and may at any time evaluate the quality of the Services provided and the Deliverables to determine whether or not the Services and Deliverables conform to the Contract. The Contractor agrees to provide its full cooperation with such performance monitoring and evaluation, at no additional cost or expense to UNICEF, and will provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed status updates, costs to be charged and payments made by UNICEF or pending. Neither the evaluation of the Services and Deliverables, nor failure to undertake any such evaluation, will relieve the Contractor of any of its warranty or other obligations under the Contract.

2.8 If the Services or Deliverables provided by the Contractor do not conform to the requirements of the Contract or are delivered late or incomplete, without prejudice to any of its other rights and remedies, UNICEF can, at its option:

ANNEX A

GENERAL TERMS AND CONDITIONS

(a) by written notice, require the Contractor, at the Contractor's expense, to remedy its performance, including any deficiencies in the Deliverables, to UNICEF's satisfaction within thirty (30) days after receipt of UNICEF's notice (or within such shorter period as UNICEF may determine, in its sole discretion, is necessary as specified in the notice);

(b) require the Contractor to refund all payments (if any) made by UNICEF in respect of such non-conforming or incomplete performance;

(c) procure all or part of the Services and/or Deliverables from other sources, and require the Contractor to pay UNICEF for any additional cost beyond the balance of the Fee for such Services and Deliverables;

(d) give written notice to terminate the Contract for breach, in accordance with Article 6.1 below, if the Contractor fails to remedy the breach within the cure period specified in Article 6.1 or if the breach is not capable of remedy;

(e) require the Contractor to pay liquidated damages as set out in the Contract.

2.9 Further to Article 11.5 below, the Contractor expressly acknowledges that if UNICEF takes delivery of Services or Deliverables that have been delivered late or otherwise not in full compliance with the requirements of the Contract, this does not constitute a waiver of UNICEF's rights in respect of such late or non-compliant performance.

Contractor's Personnel and Sub-Contractors

2.10 The following provisions apply with regard to the Contractor's Personnel:

(a) The provisions of Article 7 (Ethical Standards) will apply to the Contractor's Personnel as expressly stated in Article 7.

(b) The Contractor will be responsible for the professional and technical competence of the Personnel it assigns to perform work under the Contract and will select professionally qualified, reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

(c) The qualifications of any Personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract will be substantially the same as, or better than, the qualifications of any personnel originally proposed by the Contractor.

(d) At any time during the term of the Contract, UNICEF can make a written request that the Contractor replace one or more of the assigned Personnel. UNICEF will not be required to give an explanation or justification for this request. Within seven (7) working days of receiving UNICEF's request for replacement the Contractor must replace the Personnel in question with Personnel acceptable to UNICEF. This provision also extends to Personnel of the Contractor who have "account manager" or "relationship manager" type functions.

(e) If one or more of Contractor's Key Personnel become unavailable, for any reason, for work under the Contract, the Contractor will (i) notify the UNICEF contracting authority at least fourteen (14) days in advance; and (ii) obtain the UNICEF contracting authority's approval prior to making any substitution of Key Personnel. In notifying the UNICEF contracting authority, the Contractor will provide an explanation of the circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement Personnel in sufficient detail to permit evaluation of the impact on the engagement.

(f) The approval of UNICEF of any Personnel assigned by the Contractor (including any replacement Personnel) will not relieve the Contractor of any of its obligations under the Contract. The Contractor's Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of UNICEF.

(g) All expenses of the withdrawal or replacement of the Contractor's Personnel will, in all cases, be borne exclusively by the Contractor.

2.11 The Contractor will obtain the prior written approval and clearance of UNICEF for all institutional sub-contractors it proposes to use in connection with the Contract. The approval of UNICEF of a sub-contractor will not relieve the Contractor of any of its obligations under the Contract. The terms of any sub-contract will be subject to, and will be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

2.12 The Contractor confirms that it has read UNICEF's Policy on Safeguarding (as updated from time to

time). The Contractor 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 Contractor will further cooperate with UNICEF's implementation of this policy.

2.13 The Contractor will supervise its Personnel and sub-contractors and will be fully responsible and liable for all Services performed by its Personnel and sub-contractors and for their compliance with the terms and conditions of the Contract.

2.14 The Contractor will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international staff in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments. Without limiting the provisions of this Article 2 or Article 4 below, the Contractor will be fully responsible and liable for, and UNICEF will not be liable for (a) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (b) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (c) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (d) the safety and security of the Contractor's Personnel and sub-contractors' personnel; or (e) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel and sub-contractors' personnel, it being understood that UNICEF will have no liability or responsibility with regard to any of the events referred to in this Article 2.14.

3. Fee; Invoicing; Tax Exemption; Payment Terms

3.1 The fee for the Services is the amount in the currency specified in the fee section of the Contract (the "Fee"), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the fee section of the Contract. Unless expressly stated otherwise in the Contract, the Fee is inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract; provided that, without prejudice to or limiting the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entity must be separately identified. It is understood and agreed that the Contractor will not request any change to the Fee after the Services or Deliverables have been provided and that the Fee cannot be changed except by written agreement between the Parties before the relevant Service or Deliverable is provided. UNICEF will not agree to changes to the Fee for modifications or interpretations of the scope of work if those modifications or interpretations of the scope of work have already been initiated by the Contractor. UNICEF will not be liable to pay for any work conducted or materials provided by the Contractor that are outside the scope of work or were not authorized in advance by UNICEF.

3.2 The Contractor will issue invoices to UNICEF only after the Contractor has provided the Services (or components of the Services) and delivered the Deliverables (or installments of the Deliverables) in accordance with the Contract and to UNICEF's satisfaction. The Contractor will issue (a) one (1) invoice in respect of the payment being sought, in the currency specified in the Contract and in English, indicating the Contract identification number listed on the front page of the Contract; and (b) provide a clear and specific description of the Services provided and Deliverables delivered, as well as supporting documentation for reimbursable expenses if any, in sufficient detail to permit UNICEF to verify the amounts stated in the invoice.

3.3 The Contractor authorizes UNICEF to deduct from the Contractor's invoices any amount representing direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for UNICEF's official use in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the Contractor will immediately consult with UNICEF to determine a mutually acceptable procedure. The Contractor will provide full cooperation to UNICEF with regard to securing UNICEF's exemption from, or refund of amounts paid as, value-added taxes or taxes of a similar nature.

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

3.5 UNICEF will pay the uncontested amount of the Contractor's invoice within thirty (30) days of receiving both the invoice and the required supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Contractor will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments

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withheld by UNICEF in connection with a dispute. Payment will not relieve the Contractor of its obligations under the Contract and will not be deemed to be acceptance by UNICEF of, or waiver of any of UNICEF's rights with regard to, the Contractor's performance.

3.6 Each invoice will confirm the Contractor's bank account details provided to UNICEF as part of the Contractor's registration process with UNICEF. All payments due to the Contractor under the Contract will be made by electronic funds transfer to that bank account. It is the Contractor's responsibility to ensure that the bank details supplied by it to UNICEF are up-to-date and accurate and notify UNICEF in writing by an authorized representative of the Contractor of any changes in bank details together with supporting documentation satisfactory to UNICEF.

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

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

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

4. Representations and Warranties; Indemnification; Insurance

Representations and Warranties

4.1 The Contractor represents and warrants that as of the effective date and throughout the term of the Contract: (a) the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) all of the information it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, concerning the Contractor and the provision of the Services and the delivering of the Deliverables is true, correct, accurate and not misleading; (c) it is financially solvent and is able to provide the Services to UNICEF in accordance with the terms and conditions of the Contract; (d) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform its obligations under the Contract; (e) the work product is and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party; and (f) except as otherwise expressly stated in the Contract, it 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 any Deliverable or other work resulting from the Services. The Contractor 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.

4.2 The Contractor further represents and warrants, as of the effective date and throughout the term of the Contract, that it and its Personnel and sub-contractors will perform the Contract and provide the Services and Deliverables (a) in a professional and workmanlike manner; (b) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or substantially similar services in a same industry; (c) with priority equal to that given to the same or similar services for the Contractor's other clients; and (d) in accordance with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract and the provision of the Services and Deliverables.

4.3 The representations and warranties made by the Contractor in Articles 4.1 and 4.2 above are made to and are for the benefit of (a) each entity (if any) that makes a direct financial contribution to UNICEF to procure the Services and Deliverables; and (b) each Government or other entity (if any) that receives the direct benefit of the Services and Deliverables.

Indemnification

4.4 The Contractor 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 UNICEF to procure the Services and Deliverables and each Government or other entity that receives the direct benefit of the Services and Deliverables, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by any third party and arising out of the acts or omissions of the Contractor or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers' compensation, (b) product liability, and (c) any actions or claims pertaining to the alleged infringement of a copyright or other intellectual property rights or licenses, patent, design, trade-name or trade-mark arising in connection with the Deliverables 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 terms of the Contract or used by the Contractor, its Personnel or sub-contractors in the performance of the Contract.

4.5 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Contractor within a reasonable period of time after having received actual notice. The Contractor will have sole control of the defence, settlement and compromise of any such suit, proceeding, claim or demand, except with respect to the assertion or defence 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 as between the Contractor and UNICEF only UNICEF itself (or relevant Governmental 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.

Insurance

4.6 The Contractor will comply with the following insurance requirements:

(a) The Contractor will have and maintain in effect with reputable insurers and in sufficient amounts, insurance against all of the Contractor's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Contractor'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 in an adequate amount to cover all claims arising from or in connection with the Contractor's performance under the Contract;

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

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

(b) The Contractor will maintain the insurance coverage referred to in Article 4.6(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.

(c) The Contractor 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)(iii) above, the insurance policies for the Contractor's insurance required under this Article 4.6 will (i) name UNICEF as an additional insured; (ii) include a waiver by the insurer of any subrogation rights against UNICEF; and (iii) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.

(e) The Contractor will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.6.

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

Liability

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

5. Intellectual Property and Other Proprietary Rights; Data Protection; Confidentiality

Intellectual Property and Other Proprietary Rights

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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 including but not limited to patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how, documents, data and other materials ("Contract Materials") that (i) the Contractor develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Contractor under the Contract. The Contractor acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF's Confidential Information and will be delivered only to authorized UNICEF officials on expiry 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 of the Contractor that pre-existed the performance by the Contractor of its obligations under the Contract, or that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Contractor grants to UNICEF a perpetual, non-exclusive, royalty-free license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

(c) At UNICEF's request, the Contractor will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them (or, in the case, intellectual property referred to in paragraph (b) above, licensing) them to UNICEF in compliance with the requirements of the applicable law and of the Contract.

Confidentiality

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 or in connection with the subject matter 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 purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser's Confidential Information to any other party:

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

(b) unless the Confidential Information (i) is obtained by the Recipient from a third party without restriction; (ii) is disclosed by the Discloser to a third party without any obligation of confidentiality; (iii) is known by the Recipient prior to disclosure by the Discloser; or (iv) at any time is developed by the Recipient completely independently of any disclosures under the Contract.

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

5.4 Subject to Article 5.3, the Contractor 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 written authorization of UNICEF; nor will the Contractor at any time use such information to private advantage.

Data Protection and Security

5.5 The Parties agree that, as between them, all UNICEF Data, together with all rights (including intellectual property and proprietary rights), title and interest to such UNICEF Data, will be the exclusive property of UNICEF, and the Contractor has a limited, nonexclusive license to access and use the UNICEF Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. Except for the foregoing license, the Contractor will have no other rights, whether express or implied, in or to any UNICEF Data or its content.

5.6 The Contractor confirms that it has a data protection policy in place that meets all applicable data

protection standards and legal requirements and that it will apply such policy in the collection, storage, use, processing, retention and destruction of UNICEF Data. The Contractor will comply with any guidance or conditions on access and disclosure notified by UNICEF to Contractor in respect of UNICEF Data.

5.7 The Contractor will use its reasonable efforts to ensure the logical segregation of UNICEF Data from other information to the fullest extent possible. The Contractor will use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Contractor's confidentiality obligations in this Article 5 as they apply to UNICEF Data. At UNICEF's request, the Contractor will provide UNICEF with copies of the applicable policies and a description of the safeguards and controls that the Contractor uses to fulfil its obligations under this Article 5.7; provided that any such policies and description provided by the Contractor will be treated as the Contractor's Confidential Information under the Contract. UNICEF may assess the effectiveness of these safeguards, controls and protective measures and, at UNICEF's request, the Contractor will provide its full cooperation with any such assessment at no additional cost or expense to UNICEF. The Contractor will not, and will ensure that its Personnel will not, transfer, copy, remove or store UNICEF Data from a UNICEF location, network or system without the prior written approval of an authorized official of UNICEF.

5.8 Except as otherwise expressly stated in the Contract or with UNICEF's express prior written consent, the Contractor will not install any application or other software on any UNICEF device, network or system. The Contractor represents and warrants to UNICEF that the Services and Deliverables provided under the Contract will not contain any Disabling Code, and that UNICEF will not otherwise receive from the Contractor any Disabling Code in the performance of the Contract. Without prejudice to UNICEF's other rights and remedies, if a Disabling Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to: (a) restore and/or reconstruct any and all UNICEF Data lost by UNICEF and/or End Users as a result of Disabling Code; (b) furnish to UNICEF a corrected version of the Services without the presence of Disabling Codes; and (c) as needed, re-implement the Services.

5.9 In the event of any Security Incident, the Contractor will, as soon as possible following the Contractor's discovery of such Security Incident and at its sole cost and expense: (a) notify UNICEF of such Security Incident and of the Contractor's proposed remedial actions; (b) implement any and all necessary damage mitigation and remedial actions; and (c) as relevant, restore UNICEF's and, as directed by UNICEF, End Users' access to the Services. The Contractor will keep UNICEF reasonably informed of the progress of the Contractor's implementation of such damage mitigation and remedial actions. The Contractor, at its sole cost and expense, will cooperate fully with UNICEF's investigation of, remediation of, and/or response to any Security Incident. If the Contractor fails to resolve, to UNICEF's reasonable satisfaction, any such Security Incident, UNICEF can terminate the Contract with immediate effect.

Service Providers and Sub-Contractors

5.10 The Contractor will impose the same requirements relating to data protection and non-disclosure of Confidential Information, as are imposed upon the Contractor itself by this Article 5 of the Contract, on its service providers, subcontractors and other third parties and will remain responsible for compliance with such requirements by its service providers, subcontractors and other third parties.

End of Contract

5.11 Upon the expiry or earlier termination of the Contract, the Contractor will:

(a) return to UNICEF all of UNICEF's Confidential Information, including, but not limited to, UNICEF Data, or, at UNICEF's option, destroy all copies of such information held by the Contractor or its sub-contractors and confirm such destruction to UNICEF in writing; and

(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(a).

6. Termination; Force Majeure

Termination by Either Party for Material Breach

6.1 If one Party is in material breach of any of its obligations under the Contract, the other Party can give it written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days' period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitral proceedings in accordance with Article 9 (Privileges and Immunities; Settlement of Disputes) below will not be grounds for termination of the Contract.

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Additional Termination Rights of UNICEF

6.2 In addition to the termination rights under Article 6.1 above, UNICEF can terminate the Contract with immediate effect upon delivery of a written notice of termination, without any liability for termination charges or any other liability of any kind:

- (a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or
- (b) if the Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality; Data Protection and Security); or
- (c) if the Contractor (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is declared insolvent, (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed on account of the insolvency of the Contractor, (v) offers a settlement in lieu of bankruptcy or receivership or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor 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 on sixty (60) day's written notice to the Contractor without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Contractor will take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Contractor will take any other action that may be necessary, or that UNICEF may direct in writing, in order to minimise losses or protect and preserve any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated by either Party, the Contractor will immediately deliver to UNICEF any finished work which has not been delivered and accepted prior to the receipt of a notice of termination, together with any data, materials or work-in-process related specifically to the Contract. If UNICEF obtains the assistance of another party to continue the Services or complete any unfinished work, the Contractor will provide its reasonable cooperation to UNICEF and such party in the orderly migration of Services and transfer of any Contract-related data, materials and work-in-process. The Contractor will at the same time return to UNICEF all of UNICEF's Confidential Information and will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.

6.6 If the Contract is terminated by either Party no payment will be due from UNICEF to the Contractor except for Services and Deliverables provided to UNICEF's satisfaction in accordance with the Contract, but only if such Services and Deliverables were required or requested before the Contractor's receipt of the notice of termination or, in the case of termination by the Contractor, the effective date of such termination. The Contractor will have no claim for any further payment beyond payments in accordance with this Article 6.6, but will remain liable to UNICEF for all loss or damages which may be suffered by UNICEF by reason of the Contractor's default (including but not limited to cost of the purchase and delivery of replacement or substitute Services or Deliverables).

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

Force Majeure

6.8 If one Party is rendered 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 seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include (a) any event which is caused by the negligence or intentional action of a Party; (b) 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; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; or (d) any event

resulting from harsh conditions or logistical challenges for the Contractor (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF's humanitarian, emergency, or similar response operations.

7. Ethical Standards

7.1 Without limiting the generality of Article 2 above, the Contractor will be responsible for the professional 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 Contractor represents and warrants that no official of UNICEF or of any United Nations System organisation has received from or on behalf of the Contractor, or will be offered by or on behalf of the Contractor, any direct or indirect benefit in connection with the Contract, including the award of the Contract to the Contractor. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

(b) The Contractor represents and warrants that the following requirements with regard to former UNICEF officials have been complied with and will be complied with:

(i) During the one (1) year period after an official has separated from UNICEF, the Contractor 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 Contractor has participated.

(ii) 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 Contractor, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

(c) The Contractor further represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Contractor and the selection and awarding of sub-contracts by the Contractor), 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.

7.3 The Contractor further represents and warrants that neither it 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 Contractor 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 Contract.

7.4 The Contractor will (a) observe the highest standard of ethics; (b) use 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 Prohibiting and Combatting Fraud and Corruption. In particular, the Contractor will not engage, and will ensure that its Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.

7.5 The Contractor will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract and (b) the standards of conduct required under the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.ungm.org).

7.6 The Contractor further represents and warrants that neither it nor any of its Affiliates is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out 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.

7.7 The Contractor 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 Contractor 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, will constitute the sexual exploitation and abuse of such person. In addition, the Contractor represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Contractor, 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. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will

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entitle UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

7.8 The Contractor 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 7.

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

(a) UNICEF will be entitled, in its sole discretion and at its sole choice, to suspend or terminate the Contract and any other contract between UNICEF and the Contractor with immediate effect upon written notice to the Contractor if: (i) UNICEF becomes aware of any incident or report that is inconsistent with, or the Contractor breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Contractor or any of the Contractor's Affiliates, or (ii) the Contractor or any of its Affiliates, or Personnel or directors becomes subject to any sanction or temporary suspension described in Article 7.3 during the term of the Contract.

(b) In the case of suspension, if the Contractor takes appropriate action to address the relevant incident or breach to UNICEF's satisfaction within the period stipulated in the notice of suspension, UNICEF may lift the suspension by written notice to the Contractor and the Contract and all other affected contracts will resume in accordance with their terms. If, however, UNICEF is not satisfied that the matters are being adequately addressed by the Contractor, UNICEF may at any time, exercise its right to terminate the Contract and any other contract between UNICEF and the Contractor.

(c) Any suspension or termination under this Article 7 will be without any liability for termination or other charges or any other liability of any kind.

8. Full Cooperation with Audits And Investigations

8.1 From time to time, UNICEF may conduct inspections, post-payment audits or investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties' performance of the Contract generally and including but not limited to the Contractor's compliance with the provisions of Article 7 above. The Contractor will provide its 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 Contractor's premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

9. Privileges and Immunities; Settlement of Disputes

9.1 Nothing in or related to the Contract will be deemed a waiver, express or implied, deliberate or inadvertent, of any of 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.

9.3 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The arbitral proceedings will be conducted in English. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal will have no authority to award punitive damages. In addition, the arbitral tribunal will have no authority to award interest in excess of the United States Federal Reserve Bank of New York's Secured Overnight Financing Rate (SOFR) then prevailing and any such interest will be simple interest only. In light of the privileges and immunities of UNICEF, references in the UNCITRAL Arbitration Rules to the place of arbitration shall connote only the actual location for the arbitral proceedings but shall not mean the "seat" or "juridical seat" or "juridical place" for such proceedings. The Parties will be bound by any arbitration award rendered as a result

of such arbitration as the final adjudication of any such controversy, claim or dispute.

10. Notices

10.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be in writing, and addressed to the persons listed in the Contract for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, or by confirmed email transmission. Notices, requests or consents 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 addressee's email address (if delivered by confirmed email transmission).

10.2 Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.

10.3 All documents that comprise the Contract, and all documents, notices and receipts 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 Contractor acknowledges UNICEF's commitment to transparency as outlined in UNICEF's Information Disclosure Policy and confirms that it consents to UNICEF's public disclosure of the terms of the Contract should UNICEF so determine and by whatever means UNICEF determines.

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

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

11.4 The Contractor 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 Contractor's rights or obligations under the Contract.

11.5 No grant of time to the Contractor to cure a default under the Contract, nor any delay or failure by UNICEF to exercise any other right or remedy available to UNICEF under the Contract, will be deemed to prejudice any rights or remedies available to UNICEF under the Contract or constitute a waiver of any rights or remedies available to UNICEF under the Contract.

11.6 The Contractor 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 obtain the removal of any lien, attachment or other encumbrance that is secured against any monies due or to become due under the Contract.

11.7 The Contractor 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 communication between the Parties and between the Contractor and its Personnel and sub-contractors, the Contractor will not, in 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 its business or otherwise without the prior written permission of UNICEF.

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

11.9 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 Contractor will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorised official of UNICEF.

11.10 The provisions of Articles 2.14, 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2 and 11.7 will survive provision of the Services and delivery of the Deliverables and the expiry or earlier termination of the Contract.