REQUEST FOR QUOTATION
LRFQ-2022-9177034
09 August 2022

UNIVERSAL NATIONS CHILDREN’S FUND (UNICEF)

Wishes to invite you to submit a quotation for

Medical equipment for Neonatology Department
Institute for Children Diseases
Clinical Center of Montenegro

Offers are invited by 19 August 2022 addressed to fdzafic@unicef.org for the supply of:

<table>
<thead>
<tr>
<th>Item No</th>
<th>Item Description</th>
<th>Quantity/Unit</th>
<th>Unit Price</th>
<th>Amount</th>
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<td>00010</td>
<td>U481000</td>
<td>1 each</td>
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<td></td>
<td>LOT1 - RESPIRATORY VENTILATOR</td>
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<td>Tehničke karakteristike:</td>
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<tr>
<td></td>
<td>1 Aparat pogodan za upotrebu kod novorođenčadi neonatusa.</td>
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<td>2 Mogući modovi mehaničke ventilacije:</td>
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<td></td>
<td>Konvencionalna mehanička ventilacija</td>
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<td>Pritiskom kontrolisani modovi ventilacije.</td>
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<td>Volumen-kontrolisani modovi ventilacije.</td>
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<td>Modovi podrške spontanom disanju.</td>
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<td>Neinvazivna mehanička ventilacija</td>
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<td>Visokofrekventna oscilatorna ventilacija (HFOV)</td>
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<td>3 Posebne procedure:</td>
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<td>Funkcija za manuelni udah</td>
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<td>Nebulizacija medicamenata</td>
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<td>Mogućnost sprovođenja sukcionih procedura</td>
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<td>4 Parametri konvencionalne mehaničke ventilacije:</td>
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<td></td>
<td>Minimalni raspon u#estalosti (frekvenca) respiracije:</td>
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<td></td>
<td>1-150/min (može i #iri)</td>
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<td>Minimalni raspon inspiratornog vrijemena (može i #iri):</td>
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<td>Item No</td>
<td>Item Description</td>
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<td>0.1-1.5s za neonatuse</td>
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<tr>
<td>Minimalni raspon disajnog (Tidalovog) volumena za neonatuse: 2-100ml (mo#e i #iri )</td>
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<tr>
<td>Minimalni raspon (mo#e i #iri) inspiratornog pritiska 1-80 cmH2O</td>
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<td>Raspon pozitivnog pritiska na kraju izdisaja (PEEP): 0-35 cmH2O</td>
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<td>Koncentracija kiseonika: 21-100%</td>
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<td>Triggering: inspiratorni protok: 0.2-5l/min</td>
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<td>5</td>
<td>Mogu#nost vizuelnog monitoringa respitorne mehanike I krivulje disanja</td>
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<tr>
<td>6</td>
<td>Postojanje mogu#nosti monitoringa kao I audio-vizuelnih alarma za neodgovaraju#e vrijednosti slede#ih parametara</td>
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<td>Ekspiratornog minutnog volumena</td>
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<td>Vazdu#nog pritiska</td>
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<td></td>
<td>Dopreme kiseonika # koncentracije kiseonika u udahnutom vazduhu</td>
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<td>Koncentracije CO2 na kraju izdaha</td>
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<td>Visoke frekvencije disanja</td>
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<td>Niskih volumena</td>
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<td>7</td>
<td>Ekran za prikaz i monitoring osnovnih parametara</td>
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<td>8</td>
<td>Napajanje i snabdijevanje gasovima</td>
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<td>AC ulaz do 240 V; 50/60Hz</td>
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<td>Snabdijevanje kiseonikom</td>
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<td>Snabdijevanje vazduhom</td>
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<td>9</td>
<td>Obuka za kori##enje</td>
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<tr>
<td>10</td>
<td>Garantni rok</td>
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<td>11</td>
<td>Servisna podr##ka</td>
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<td>12</td>
<td>Rok isporuke</td>
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<td>00020</td>
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<td>LOT 2 - MEDICAL INCUBATOR</td>
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</table>

Tehni##ke karakteristike:

1. Pristup pomo#u 4 otvora i 2 iris otvora

2. Omogu#avanje pra#enja najmanje 2-, 4-, 8-, 12- i 24 #asovnog trenda slede#ih parametara: temperature vazduha, temperature ko##e bebe, vla##nosti, koncentracije O2
<table>
<thead>
<tr>
<th>Item No</th>
<th>Item Description</th>
<th>Quantity/Unit</th>
<th>Unit</th>
<th>Price</th>
<th>Amount</th>
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<td>3</td>
<td>Dvostruka mogućnost kontrole temperature kože bebe i temperature vazduha u inkubatoru</td>
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<td>4</td>
<td>Opseg kontrolisanja temperature vazduha unutar inkubatora u rasponu od 25 ºC do 39ºC (moguće i ire), uz manuelnu potvrdu korisnika kada se posti te temperatura veća od 37ºC (mogućnost tzv. override)</td>
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<td>5</td>
<td>Opseg kontrolisanja temperature kože bebe od 34 ºC do 38ºC, uz manuelnu potvrdu korisnika kada se posti te temperatura kože veća od 37ºC (mogućnost tzv. override)</td>
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<td>6</td>
<td>Brzina protoka strujanja vazduha preko madraca &lt;20cm/sec</td>
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<td>Integrisana servo kontrola vlage</td>
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<td>8</td>
<td>Kontorola opsega vlage u rasponu od 30 do 95% relativne vljećnosti</td>
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<td>Integrisana servo kontrola kiseonika</td>
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<td>Kontorola opsega kiseonika od 21 do 60% (moguće i ire)</td>
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<td>Kalibracija kiseonika se može vršiti ambijentalnim vazduhom ili 100% kiseonikom</td>
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<td>Ekran za prikaz vrijednosti najmanje 4 parametara: vlage, temperature, kiseonika i tjelesne težine</td>
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<td>13</td>
<td>Integrisana ugradjena vaga opsega do najmanje 7 kg</td>
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<td>Interni nivo umra &lt;50 dB.</td>
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<td>Postojanje alarma za: neadekvatnu (visoku/nisku) temperaturu kože bebe</td>
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<td>Postojanje sistemskih alarma za: probleme u napajanju</td>
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<td>nizak protok vazduha</td>
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<td>probleme u radu senzora</td>
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<td>17</td>
<td>Spotična kontrola nagiba madraca</td>
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<td>Integrisana polica za rendgenske snimke</td>
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<td>19</td>
<td>Napajanje do 240V, 50/60 Hz naizmjeni ne struje (AC)</td>
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<td>23</td>
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<td>00030</td>
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**LOT 3 - NOISE MONITOR**

Tehničke karakteristike:

1. Mogućnost simplifikovanog vizuelnog prikazivanja trenutnog nivoa buke u najmanje tri nivoa (crveni, žuti, zeleni)

2. Raspon mjerenja od najmanje 40dB do 115dB (može i upravljati raspon)

3. Frekvencijna mjerenja zвука od najmanje 20Hz do 16kHz (moguće i upravljati raspon)

4. Devijacije u mjerenju najmanje ±3 dB

5. Mogućnost praćenja trendova u mjerenju bilo u internoj ili eksternoj memoriji (log mjerenja) za najmanje 4 sedmice

6. Mogućnost korištenja eksternog mikrofona

7. Obuka za korištenje

8. Garantni rok

9. Servisna podrška

10. Rok isporuke

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**Incoterms & Delivery Requested**

- Packing
  - Unit: Dimension: ............x...........x............cm
  - Weight: ............kg
  - Volume: ............cbm

- Lead Time & Related Charges
  - Weight: ............kg
  - Volume: ............cbm
QUOTATION FORM

Quotation form must be completed, signed and returned to UNICEF. The Quotations must be made in accordance with the instructions contained in this Request.

UNICEF’s General Terms and Conditions will apply to any resulting Purchase order. If you have not received a copy, please contact the UNICEF representative shown at address below.

The Undersigned, having read the Terms and Conditions of QUOTATION No. LRFQ-2022-9177034 s out in the attached document, hereby offers to supply the goods specified in the schedule at the price or prices quoted, in accordance with any specifications stated and subject to The Terms and Condition set out or specified in the document.

Signature: __________________________________________
Date: __________________________________________

Name & Title: __________________________________________
Company: __________________________________________
Postal Address: __________________________________________

Tel No: __________________________________________
Fax No: __________________________________________
E-mail Address: __________________________________________
Validity of Offer: __________________________________________
Currency of Offer: __________________________________________

Please indicate which of the following Payment Terms are offered by you:
10 Days 3.0%_____ 15 Days 2.5%_____ 20 Days 2.0%_____ 30 Days Net_____ Other_____

Quotation to be addressed to:

FDZAFIC
Kosa Buskovic
Telephone: 
Email: fdzafic@unicef.org
SPECIAL NOTES

REQUEST FOR QUOTATION
LRFQ  2022-9177034
August 09, 2022.

UNITED NATIONS CHILDREN'S FUND

Wishes to invite interested companies to submit quotation for procurement of "Medical Equipment for Neonatology department, Institute for Children Diseases, Clinical Center of Montenegro."

Request for Quotation LRFQ 2022-9177034 and Quotation form of the LRFQ 2022-9177034 document must be fully completed, signed, and returned to the UNICEF to the following e-mail address: apopivoda@unicef.org and fdzafic@unicef.org

Following the format of this solicitation document Bidders can apply for one or more LOTs, based on their preferences, thus partial Bids, per separate LOT, are accepted.

The reference LRFQ  2022-9177034 "Medical Equipment for Neonatology department" and LOT number(s) must be clearly indicated in the subject of the e-mail.

Prices must be given in EUR and without tax as UN Agencies are tax exempt for the purchasing of goods and services.

Application must be received by 14:00hrs on August 19,2022.

Application received after the stipulated date and time will be invalidated.

UNICEF is part of the United Nations Global Market place (UNGM). Accordingly, all bidders are encouraged to become a UNICEF vendor by creating vendor profile in the UNGM website: wwwungan.org
INSTRUCTION TO BIDDERS

1. BID SUBMISSION

1.1 Bids shall be submitted in the manner specified in this solicitation document.

1.2 Bids must be clearly marked with the RFQ(S) number.

2. UNGM REGISTRATION

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

GENERAL TERMS AND CONDITIONS OF CONTRACT (Goods)

Definitions and UNICEF Supply Website

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

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

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

"Consignee" means the consignee designated in the Contract.

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

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

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

"INCOTERMS" means the international commercial terms known as the INCOTERMS rules, issued by the International Chamber of Commerce, most-recently issued at the effective date of the Contract. References in the Contract to trade terms (such as "FCA", "DAF" and "CIF") are referenced to those terms as defined by the INCOTERMS.

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

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

"Price" is defined in Article 3.1.

"Supplier" is the supplier named in the Contract.

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

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

2. Delivery; Inspection; Risk of Loss

2.1 The Supplier will deliver the Goods to the Consignee at the place and within the time period for delivery stated in the Contract. The Supplier will comply with the INCOTERM or similar trade term expressly stated in the Contract as applying to the Goods to be supplied under the Contract and all other delivery terms and instructions stated in the Contract. Notwithstanding any INCOTERMS, the Supplier will obtain any export licenses required for the Goods. The Supplier will ensure that UNICEF receives all necessary transport documents in a timely manner so as to enable UNICEF to take delivery of the Goods in accordance with the requirements of the Contract. The Supplier will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Supplier) in connection with the supply and delivery of the Goods.

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

2.3 The Supplier acknowledges that UNICEF may monitor the Supplier's performance under the Contract. The Supplier agrees to provide its full cooperation with such performance monitoring, at no additional cost or expense to UNICEF, and provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed delivery status, costs to be charged and payments made by UNICEF or pending.

Inspection

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

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

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

2.6 Delivery of the Goods will not constitute acceptance of the Goods. If none or all of the Goods do not conform to the requirements of the Contract or if the Supplier delivers the Goods late or fails to deliver the Goods (or any part of the Goods) in accordance with the agreed delivery dates and delivery terms and instructions, UNICEF may, without prejudice to any of its other rights and remedies, exercise one or more of the following rights under the Contract against UNICEF's option:

(a) UNICEF can reject and refuse to accept any or all of the Goods (including those that do conform to the Contract). If UNICEF rejects the Goods, the Supplier will, at its own cost, arrange for the prompt return of the rejected Goods and, at UNICEF's option, the Supplier will promptly replace the rejected Goods with Goods of equal or better quality (and will be responsible for all costs related to such replacement) or UNICEF may exercise its other rights set out below;

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

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

(d) UNICEF can give written notice of breach and, if the Supplier fails to remedy the breach, can terminate the Contract in accordance with Article 6.1 below;

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

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

Risk of Loss; Title to Goods

2.8 Risk of loss, damage or destruction of Goods supplied under the Contract, and responsibility for arranging and paying for freight and insurance, will be governed by the
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1. General

1.1 UNICEF or similar trade term expressly stated in the Contract as applying to the Goods supplied under the Contract and any other express terms of the Contract. In the absence of any such UNICEF or similar trade term or other express terms, the following provisions will apply:

(a) the entire risk of loss, damage to or destruction of the Goods will be borne exclusively by the Supplier until physical delivery of the Goods to the Consignee has been completed in accordance with the Contract; and

(b) the Supplier will be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract.

2. Payment

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

3. Price; Invoicing; Tax Exemptions; Payment Terms

3.1 The price for the Goods is the amount specified in the price section of the Contract (the “Price”), subject to adjustment as set forth below. If the Price is not payable in United States dollars unless otherwise expressly provided for in the price section of the Contract, the Price includes the cost of packaging and packing the Goods in accordance with the requirements of the Contract and delivery in accordance with the applicable delivery terms. The Price is inclusive of all costs, expenses, charges or fees that the Supplier may incur in connection with the performance of its obligations under the Contract; provided that, without prejudice to any of the limitations on the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entity must be separately identified. It is understood and agreed that the Supplier will not request any change to the Price after delivery of the Goods by the Supplier and that the Price cannot be changed except by written agreement between the Parties before the Goods are delivered.

3.2 The Supplier will issue invoices to UNICEF only after the Supplier has fulfilled the delivery terms of the Contract. The Supplier will issue (a) one (1) invoice in respect of the payment being sought, in the currency specified in the Contract and in English, indicating the Consignment identification number listed on the face of the Contract; and (b) copies of the shipping documents and other supporting documents as specified in the Contract.

3.3 The Supplier agrees to invoice UNICEF in United States dollars unless the Goods are to be delivered to a country outside the United States or the Goods are to be delivered to a country that has a different currency in which case the Supplier shall invoice the Goods in the currency specified in the Contract. UNICEF will pay the Supplier the amount invoiced in the currency specified in the Contract. If the Supplier fails to invoice UNICEF in United States dollars, UNICEF will invoice the Goods in United States dollars and will charge the Supplier the applicable exchange rate.

3.4 UNICEF will pay the Supplier in either United States dollars or the currency specified in the Contract within thirty (30) days after the receipt of the Goods.

3.5 UNICEF will pay the amount invoiced for the Goods in United States dollars or the currency specified in the Contract within thirty (30) days after the receipt of the Goods.

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

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

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

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF’s external and internal auditors, or any other authorized agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Supplier of amounts such 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 omissions of UNICEF staff or other personnel).

4. Representations and Warranties; Indemnification; Insurance

4.1 The Supplier represents and warrants that as of the effective date and throughout the term of the Contract:

(a) it has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms;

(b) it has, and will maintain throughout the term of the Contract, all rights, licenses, authorizations and resources necessary, as applicable, to develop, source, manufacture and supply the Goods and to perform its other obligations under the Contract;

(c) all of the information concerning the Goods and the Supplier that it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, is true, correct, accurate and not misleading;

(d) it is financially solvent and is able to supply the Goods to UNICEF in accordance with the terms and conditions of the Contract; and

(e) the use or supply of the Goods does not and will not infringe any patent, design, trade-name or trade-mark; and

(f) it has not and will not enter into any agreement or arrangement that restricts or restricts any person’s rights to sell, use, dispose of or otherwise deal with the Goods; and

(g) the development, manufacture and supply of the Goods is, and will continue to be, in compliance with all applicable laws, rules and regulations.

The Supplier will notify UNICEF of any change in its commitments with the relevant regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

4.2 The Supplier further represents and warrants that the Goods (including packaging): (a) conform to the quality, quantity and specifications for the Goods stated in the Contract (including, in the case of perishable or pharmaceutical products, the shelf-life specified in the Contract); (b) conform in all respects to the technical documentation provided by UNICEF in respect of such Goods and, if samples were provided to UNICEF prior to entering into the Contract, are equal and comparable in all respects to such samples; (c) are new and factory-packaged; (d) are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNICEF in the Contract; (e) are of consistent quality and free from faults and defects in design, manufacture, workmanship and materials; (f) are free from all limi, obstructions or other third party claims; and (g) are contained or packaged in accordance with the standards of export packaging for the type and quantities of the Goods specified in the Contract, and for the modes of transport of the Goods specified in the Contract (including but not limited to, in a manner adequate to protect them in such modes of transport, and shipped in a proper manner in accordance with the instructions stipulated in the Contract and applicable law.

4.3 The warranties provided in Article 4.2 will remain valid for the warranty period specified in the Contract; provided that (a) the warranty period for pharmaceutical or other perishable products will be no less than the shelf-life of those Goods specified in the Contract; and (b) if no warranty period or shelf-life is specified in the Contract, the warranties will remain valid from the date the Supplier signs the Contract until the date twelve (12) months after fulfillment of the delivery terms of such contract date as may be prescribed by law.

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

4.5 The representations and warranties made by the Supplier in Articles 4.1 and 4.2 and the Supplier’s obligations in Articles 4.3 and 4.4 above are made to and are for the benefit of (a) each entity that makes a direct financial contribution to the purchase of Goods; and (b) each Government or other entity that receives the Goods.
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4.6 The Supplier will indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, employees, consultants and agents, each entity that makes a direct financial contribution to the purchase of the Goods and each Government or other entity that receives the Goods, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by a third party and arising out of the acts or omissions of the Supplier or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers’ compensation; (b) product liability; and (c) any actions or claims pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the Goods or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the Contract or used by the Supplier, its Personnel or sub-contractors in the performance of the Contract.

4.7 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Supplier within a reasonable period of time after having received actual notice. The Supplier will have sole control of the 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 Supplier and UNICEF, only UNICEF itself (or relevant governmental entity) will assert and maintain. UNICEF will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

4.8 The Supplier will comply with the following insurance requirements:

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

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

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

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

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

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

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

(d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Supplier’s insurance required under this Article 4.8 will (i) name UNICEF as an additional insured; (ii) include a waiver by the insurers 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 Supplier will, upon request, provide UNICEF with satisfactory evidence of the Insurance required under this Article 4.8.

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

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights with regard to products, processes, inventions, ideas, know-how, data or documents and other materials (“Contract Materials”) that (i) the Supplier develops 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 Supplier under the Contract. The Supplier acknowledges and agrees that Contract Materials (other than works made for hire for UNICEF) 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 Supplier that pre-existed the performance by the Supplier of its obligations under the Contract, or that the Supplier may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Supplier grants to UNICEF a perpetual license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

(c) At UNICEF’s request, the Supplier will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring (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 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 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:

(i) 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

(ii) 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 Supplier 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 Supplier (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 obtain 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 Supplier’s Confidential Information to the extent required pursuant to resolutions or regulations of its governing body.

5.4 The Supplier may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior authorization of UNICEF, nor will the Supplier at any time use such information to private advantage.
5.5 Upon the expiry or earlier termination of the Contract, the Supplier will:

(a) return to UNICEF all of UNICEF’s Confidential Information or, if UNICEF’s option, destroy all copies of such information held by the Supplier or its sub-contractors and confirm such destruction to UNICEF in writing; and

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

6. Termination; Force Majeure

6.1 Termination by Either Party for Material Breach

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 arbitration proceedings in accordance with Article 9 (Preliminaries and Immunities; Settlement of Disputes) below will not be grounds for termination of the Contract.

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 Supplier breaches any of the provisions of Articles 5.2.5.4 (Confidentiality); or

(c) if the Supplier is adjudged bankrupt, or is liquidated, or becomes insolvent, of applies for a moratorium or stays 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 Supplier; (v) offers a settlement in lieu of bankruptcy or receivership; (vi) has been declared by UNICEF’s repossessable judgment, subject to a mutually adverse change in its financial conditions that threatens to substantially affect the ability of the Supplier to perform any of its obligations under the Contract.

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

6.4 As soon as it receives a notice of termination from UNICEF, the Supplier will immediately take steps to cease provision of the Goods in a prompt and orderly manner and to minimize costs and will seek instructions from UNICEF regarding Goods in transit (if any) and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Supplier will take any other action that may be necessary, or that UNICEF may direct in writing, for the minimization of losses and for the protection and preservation of any property (whether tangible or intangible) related to the Contract that is in the possession of the Supplier and in which UNICEF has or may be reasonably expected to acquire an interest.

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

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

Force Majeure

6.7 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 (i) any event which it caused by the negligence or intentional action of a Party; (ii) 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; (iii) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalation, or labour availability; or (iv) any event resulting from harsh conditions or logistical challenges for the Supplier (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 operation.

7. Ethical Standards

7.1 The Supplier 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 Supplier represents and warrants that no official of UNICEF or of any United Nations System organization has received from or on behalf of the Supplier, or will be offered by or on behalf of the Supplier, any direct or indirect benefit in connection with the Contract or the award of the Contract to the Supplier. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

(b) The Supplier 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 Supplier 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 Supplier 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 Supplier, communicate with UNICEF, or persuade UNICEF, about any matters that were within such former official’s responsibilities while at UNICEF.

(c) The Supplier represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Supplier and the selection and awarding of sub-contractors by the Supplier), it has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

7.3 The Supplier further represents and warrants that neither it nor any of its Affiliates, Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organization or other international inter-governmental organization. The Supplier will immediately disclose to UNICEF if it or any of its Affiliates, Personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Contract.

7.4 The Supplier 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 Combating Fraud and Corruption. In particular, the Supplier will not engage, and will ensure that its Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF’s Policy Prohibiting and Combating Fraud and Corruption.

7.5 The Supplier will, during the term of the Contract, comply with 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 Codes of Conduct (available at the United Nations Global Marketplace website - wwwungan.org).

7.6 The Supplier 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
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Convention on the Rights of the Child, including Article 32, or the International Labour
Organization’s Convention Concerning the Prohibition and Immediate Action for the Elimination
of the Worst Forms of Child Labour, No. 123 (1999); and (b) in the manufacture, sale,
distribution, or use of anti-personnel mines or components utilized in the manufacture of
anti-personnel mines.

7.7 The Supplier represents and warrants that it has taken and will take all appropriate
measures to prevent sexual exploitation or abuse of anyone by its Personnel, including its
employees or any persons engaged by the Supplier to perform any services under the Contract.
For those 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 Supplier 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
Supplier, from exchanging any money, goods, services, or other things of value, for sexual
favour or activities or from engaging in any sexual activities that are exploitative or degrading
to any person. This provision constitutes an essential term of the Contract and any breach of this
representation and warranty will entitle UNICEF to terminate the Contract immediately upon
notice to the Supplier, without any liability for termination charges or any other liability of any
kind.

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

7.9 The Supplier 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 Supplier with immediate
effect upon written notice to the Supplier if: (i) UNICEF becomes aware of any incident or report
that is inconsistent with, or the Supplier breaches any of, the understandings and
confirmations provided in this Article 7 or the equivalent provisions of any contract between
UNICEF and the Supplier or any of the Supplier’s Affiliates, or (ii) the Supplier 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 Supplier 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 Supplier 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 Supplier,
UNICEF may at any time, exercise its right to terminate the Contract and any other contract
between UNICEF and the Supplier.

(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 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 Supplier’s compliance with the provisions of Article 7 above. The Supplier will
provide full and timely cooperation with any such inspections, post-payment audits or
investigations, including (but not limited to) making its Personnel and any relevant data and
documentation available for the purpose of such inspections, post-payment audits or
investigations, as reasonable times and on reasonable conditions, and gracing UNICEF and those
undertaking such inspections, post-payment audits or investigations access to the Supplier’s
premises at reasonable times and on reasonable conditions in connection with making its
Personnel and any relevant data and documentation available. The Supplier will require its
sub-contractors and its agents, including, but not limited to, the Supplier’s attorneys, accountants
or other advisors, 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, 1945, 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 procedures 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 decisions of the arbitral tribunal
will be final and binding on all parties. The arbitral tribunal shall render its decision within
thirty (30) days from the date of the filing of the arbitral tribunal’s request. The arbitral tribunal
shall have the authority to award punitive damages. In addition, the arbitral tribunal will have
no authority to award interest in excess of the London Inter-Bank Offered Rate (LIBOR) then
prevailing and any such interest will be simple interest only. 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
to, 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 Supplier acknowledges UNICEF’s commitment to transparency as outlined in
UNICEF’s Information Disclosure Policy and confirms that it contains 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 considered to be a waiver of the violation or breach, or of any future violation,
breach or wrongful conduct.

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

11.4 (a) Except as expressly provided in the Contract, the Supplier 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 of its obligations under the Contract.

(b) In the event that the Supplier requires the services of sub-contractors to perform any
obligations under the Contract, the Supplier will notify UNICEF of this. 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.

(c) The Supplier confirms that it has read UNICEF’s Policy on Conduct Promoting
the Protection and Safeguarding of Children. The Supplier 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 Supplier will further cooperate
with UNICEF’s implementation of this policy.

(d) The Supplier will be fully responsible and liable for all services performed by its
Personnel and its subcontractors and for their compliance with the terms and conditions of the
Contract. The Supplier’s Personnel, including individual sub-contractors, will not be considered
in any respect as being the employees or agents of UNICEF.
ANNEX A
GENERAL TERMS AND CONDITIONS

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

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

11.7 The Supplier will not cash 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.

11.8 The Supplier will not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNICEF or the United Nations. Except as regards references to the name of UNICEF for the purposes of annual reports or communications between the Parties and between the Supplier and its Personnel and sub-contractors, the Supplier 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 written permission of UNICEF.

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

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

11.11 The provisions of Articles 2.8, 2.9, 3.8, 3.9, 4.5, 7, 8, 9, 11.1, 11.2, 11.4(b), 11.5 and 11.8 will survive delivery of the Goods and the expiry or earlier termination of the Contract.