REQUEST FOR QUOTATION

LRFQ-2020-9163436

23 November 2020

UNITED NATIONS CHILDREN’S FUND (UNICEF)

Wishes to invite you to submit a quotation for

Adaptation of 4 office premises for Child Friendly Space located in Bijelo Polje, Berane and Niksic

Offers are invited by 01 December 2020 addressed to fdzafic@unicef.org for the supply of:

<table>
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<tr>
<th>Item No</th>
<th>Item Description</th>
<th>Quantity/Unit</th>
<th>Unit Price</th>
<th>Amount</th>
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<tr>
<td>00010</td>
<td>Adaptation of 2 offices in Bijelo Polje at the Basic Court and at the Basic State Prosecutor's Office - LOT1 Bijelo Polje</td>
<td>2 each</td>
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<td>For detailed specification please see LOT1 Bijelo Polje attachment Predmjer radova Osnovni sud Bijelo Polje and Predmjer radova Osnovno drzavno tuzilastvo Bijelo Polje</td>
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<td>00020</td>
<td>Adaptation of office in Berane in the Basic State Prosecutor's Office - LOT2 Berane</td>
<td>1 each</td>
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<td>For detailed specification please see LOT2 Berane attachment Predmjer radova Osnovno drzavno tuzilastvo Berane</td>
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<td>00030</td>
<td>Adaptation of office in Niksic at the Basic Court - LOT3 Niksic</td>
<td>1 each</td>
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<td>For detailed specification please see LOT3 Niksic attachment Predmjer radova Osnovni sud Niksic</td>
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**Incoterms & Delivery Requested**

**Packing**

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

**Lead Time & Related Charges**

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

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-2020-9163436 set 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
Telephone: 
Email: fdzafic@unicef.org

Kosa Buskovic
REQUEST FOR QUOTATION
LRFQ  2020-9163436

UNITED NATIONS CHILDREN'S FUND

Wishes to invite interested companies to submit quotation for "Adaptation of 4 office premises for Child Friendly Space located in Bijelo Polje, Berane and Niksic"

LRFQ 2020-9163436 form must be completed, signed and returned to UNICEF along with the quotations in the attached excel files:

1) LOT1 Bijelo Polje - Predmjer radova Osnovni sud Bijelo Polje and Predmjer radova Osnovno drzavno tuzilastvo Bijelo Polje
2) LOT2 Berane - Predmjer radova Osnovno drzavno tuzilastvo Berane
3) LOT3 Niksic - Predmjer radova Osnovni sud Niksic

to the following e-mail address: apopivoda@unicef.org and fdzafic@unicef.org

Partial Bids, per separate LOT, are accepted.

Following the format of this solicitation document Bidders can apply for one or more LOTs, based on their preferences.

The completed and signed Quotation Form for each separate LOT bidder is applying for must be submitted together with the Solicitation document.

The reference LRFQ  2020-9163436 "Adaptation of 4 office premises for Child Friendly Space located in Bijelo Polje, Berane and Niksic" and LOT must be clear indicated in the subject of the e-mails.

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 12:00hrs on December 1,2020.

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

Site visit of the premises will be organized for potential suppliers.

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: www.ungm.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 (UNG M). 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 meanings:

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

"INCOTERMS" means the international commercial terms known as the INCOTERMS rules, issued by the International Chamber of Commerce, most recently issued at the effective date of the Contract. Reference in the Contract to trade terms (such as "FOB", "DAF" and "CIP") are references to these 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 at http://www.unicef.org/supply/index_government_policies.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 Policy on Conduct Preventing the Protection and Safeguarding of Children, the UN Supplier Code of Goodwill, 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 INCOTERMS or similar trade terms expressly stated in the Contract as applying to the Goods to be supplied under the Contract and all other delivery terms and instructions stated in the Contract. Notwithstanding any INCOTERMS, the Supplier will obtain all export licences 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, branding 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 (including 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; Consequence 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 expedient means for delivering the Goods; and (b) use an expedited means of delivery, at the Supplier’s cost (unless the delay is due to forces 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 some or all of the Goods do not conform to the requirements of the Contract or if the Supplier delivers the Goods late or fails to deliver the Goods (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 at 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 possess 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 6.6 below;

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

2.7 Further to Article 6.6 below, the Supplier expressly acknowledges that if, in respect of any circumstances, 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 to 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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INCOTERM or similar trade term expressly stated in the Contract or applying to the Goods supplied under the Contract and any other express terms of the Contract. In the absence of any such INCOTERM or similar trade term or other express terms, the following provisions will apply: (a) the entire risk of loss, damage or destruction of the Goods will be borne exclusively by the Supplier until physical delivery of the Goods to the Consignee has been completed in accordance with the Contract; and (b) the Supplier will be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract.

2.9 Unless otherwise expressly provided in the Contract, title in and to the Goods will pass from the Supplier to the Purchaser 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 Exemption; Payment Terms

3.1 The price for the Goods is the amount specified in the price section of the Contract (the "Price"), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the price section of the Contract. The Price includes the cost of packaging and packing the Goods in accordance with the requirements of the Contract and delivery in accordance with the applicable delivery terms. The Price is 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 or limiting the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entity must be separately identified. It is understood and agreed that the Supplier will not request any changes 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 invoice to UNICEF only after the Supplier has fulfilled the delivery terms of the Contract. The Supplier will issue (i) 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 face page of the Contract; and (b) copies of the shipping documents and other supporting documents as specified in the Contract.

3.3 The Supplier authorizes UNICEF to deduct from the Supplier’s invoices any amount representing duties, taxes, import charges, delivery charges, or similar nature in respect of articles imported or exported for UNICEF’s official use, in accordance with the regulations from time to time of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authorities seek to recognize this exemption from taxes, restrictions, duties or charges, the Supplier will immediately consult with UNICEF to determine a mutually acceptable procedure. The Supplier will provide full cooperation to UNICEF with regard to securing UNICEF’s exemption form, or refund of amounts paid as, value-added taxes or taxes of a similar nature. UNICEF will notify the Supplier of any dispute or disagreement in the content or form of any invoice. With respect to disputes regarding only a portion of such invoices, UNICEF will pay the Supplier the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Supplier will consult in good faith to promptly resolve any disputes 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 invoices 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 unconditional amount of the Supplier’s invoice within thirty (30) days of receipt of the invoice and the shipping documents and other supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discounts allowed under the payment terms of the Contract. The Supplier will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments withheld by UNICEF in connection with a dispute. Payment will not relieve the Supplier of its obligations under the Contract. Payment will not be deemed acceptance of the Goods or waiver of any rights with regard to the Goods.

3.6 Each invoice will confirm the Supplier’s bank account details provided to UNICEF as part of the Supplier’s registration process with UNICEF. All payments due to the Supplier under the Contract will be made by electronic transfer to that bank account. It is in 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 overpayments 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 by other authorized agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Supplier of amounts such audit or audits determine were not in accordance with the Contract regardless of the reasons for such payment (including but not limited to the actions or inactions of UNICEF’s staff and other personnel).

4. Representations and Warranties; Indemnification; Insurance

4.1 The Supplier represents and warrants that as of the effective date and throughout the term of the Contract: (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 all 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 sound and is able to supply the Goods to UNICEF in accordance with the terms and conditions of the Contract; (e) the use or supply of the Goods does not and will not infringe any patent, design, trade-name or trade-mark; (f) it has sole and will not enter into any agreement or arrangement that restricts or restricts any person’s rights to use, sell, dispose of or otherwise deal with the Goods; and (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 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 Supplier further represents and warrants that the Goods excluding 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 the Supplier in respect of each Goods and if samples were provided to UNICEF prior to entering into the Contract, are equal and comparable to all respects to such samples; (c) are new and factory-packed; (d) are fit for the purpose 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 losses, encumbrances or other third party claims; and (g) are contained or packed 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 marked 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 goods 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 for shelf-life is specified in the Contract, the warranties will remain valid from the date the Supplier signs the Contract until the day twelve (12) months after fulfillment of the delivery terms or, if later, the delivery of the first shipment made under the Contract.

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 Government or other entity that receives the Goods) all manufacturers’ warranties in addition to any other warranties under the Contract.

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

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 defense, settlement and compromise of any such suit, proceeding, claim or demand except with respect to the assertion or defense of the privileges and immunities of UNICEF or any matter relating to UNICEF’s privileges and immunities (including matters relating to UNICEF’s relations with Host Governments), which as between the Supplier 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

4.8 The Supplier will comply with the following insurance requirements:

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

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

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

(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 find all amounts within any policy deductible or retention.

(d) Except with regard to the insurance referred to in paragraph (a)(i) 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 of 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 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 either under the Contract or otherwise.

Liability

4.9 The Supplier will pay UNICEF prompt payment for all loss, destruction or damage to UNICEF’s property caused by the Supplier’s Personnel or sub-contractors in the performance of the Contract.

5. Intellectual Property and Other Proprietary Rights; Confidentiality

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 produced by, and all other data supplied by or received by, the Supplier under the Contract. The Supplier acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF’s Confidential Information and will be delivered only to authorized UNICEF officials 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 purpose of and in accordance with the requirements of the Contract.

(c) As 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 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 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 Discloser uses for its own Confidential Information and will use the Discloser’s Confidential Information solely for the purposes for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser’s Confidential Information to any other party:

(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 obligations 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 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 Supplier’s Confidential Information to the extent required pursuant to refusal to recomend or regulations of its governing bodies.

5.4 The Supplier may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior authorization of UNICEF, nor will the Supplier at any time use such information to private advantage.
ANNEX A
GENERAL TERMS AND CONDITIONS

End of Contract

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, at 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

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 may 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.

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 5.3-5.4 (Confidentiality); or
(c) if the Supplier is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stays 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; or (vi) has, in its reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Supplier to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under 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.

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 cost 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.

If the Contract is terminated, all 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 (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 labor availability; or (d) 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 operations.

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 including 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 his separation 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 present to 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 organisation. 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 prevent 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 (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.unm mitigation).

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. 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 Supplier represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Supplier to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any law 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 favours 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 enable 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 adhere to 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 shall be entitled, in its sole discretion and at its sole discretion, to suspend or terminate the Contract and any other contract between UNICEF and the Supplier in 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 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 these 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.
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6. Without limiting any other provisions of the Contract, the Supplier will be fully responsible and liable for, and UNICEF will not be liable for: (i) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (ii) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (iii) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (iv) the safety and security of the Contractor’s Personnel and sub-contractors’ personnel; or (v) 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 11.4(c).

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

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

11.7 The Supplier will not seek or file any lien, attachment or other encumbrance against any money 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 money 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 communication between the Parties and between the Supplier and its Personnel and sub-contractors, the Supplier will not, in any manner whatever use the name, emblem or official seal of UNICEF or the United Nations, or any abbreviation of the name of the United Nations, in connection with its business or otherwise without the written permission of UNICEF.

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

11.10 No modification or change in the Contract, and no waiver of any of its provisions, 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(c), 11.6 and 11.8 will survive delivery of the Goods and the expiry or earlier termination of the Contract.