

INVITATION TO BID

LITB-2026-9204934

17 July 2026

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

2nd Extention_Procurement of SNCU, KMC and Simulation for Health facilities

SUPPLY UNIT
UNICEF
Nepal Country Office
P.O.Box 1187
UN House, Pulchowk
Kathmandu, Nepal

IMPORTANT - ESSENTIAL INFORMATION

The ITBs reference must be shown on the email title containing the offer.

THE SUBMISSION OF ITBs SHOULD BE DONE VIA EMAIL, THE SUBMISSION DULY STAMPED AND SIGNED ELECTRONICALLY IN PDF FORMAT AND SENT TO nepbid@unicef.org

BID FORM AND SCHEDULE(S) MUST BE USED WHEN REPLYING TO THIS INVITATION.

You are welcome to enclose your own additional details etc., if necessary. However, failure to complete the attached form or failure to complete the details as requested will result in invalidation.

Virtual pre-bid meeting: 15:00 hrs, Friday, 24 July 2026. Register using the link provided on page 25.

Offers MUST be received before midnight 24:00 hrs (Nepal Time), 13 August 2026. ITB received after the stipulated date and time will be INVALIDATED.

ITBs WILL ONLY BE ACCEPTED IN THE CURRENCY STATED IN THE ENCLOSURES TO THE INVITATION. BIDS RECEIVED IN ANY OTHER CURRENCY WILL BE INVALIDATED.

THIS INVITATION TO BID HAS BEEN:

Prepared By:



Sumita Shrestha

06 August 2026

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

Email : nepalsupply@unicef.org

Verified By:

Shankar Prasad Yadav

BID FORM

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

TERMS AND CONDITIONS OF CONTRACT

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

INFORMATION

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

The Undersigned, having read the Terms and Conditions of INVITATION No. **LITB-2026- 9204934** set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Currency of Proposal: _____

Validity of Proposal: _____

Please indicate which of the following Early Payment Discount Terms are offered by you:
10 Days 3.0% _____ 15 Days 2.5% _____ 20 Days 2.0% _____ 30 Days Net _____
Other _____

Declaration

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

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

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

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



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

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

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

Signature: _____

Date: _____

Name and Title: _____

Name of the Company: _____

UNGM #: _____

Postal Address: _____

Email: _____

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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SCHEDULE NO: 1 SNCU,KMCAN

00010	U481000	60 each		
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Neonatal stethoscope

Description:

Designed to help you physically assess and monitor the smallest patients, the Littmann Classic II Infant Stethoscope is a dependable medical device that is based on the proven design of Littmann Classic Stethoscopes. Application Physical Assessment and Diagnosis, Physical Assessment and Blood Pressure, Patient Monitoring. Approved Environmental Marketing Claim (EMC) tubing does not contain phthalate plasticizers. It improves resistance to skin oils and alcohol, and is less likely to pick up stains.

Technical Specifications:

- # Dual-sided chest piece with small 1 Inch (2.5 cm)/1.07 inch (2.7 cm)/1.31 Inch (3.3 cm), diaphragm ideal for newborn patients.
- # Versatile chestpiece design provides high acoustic sensitivity with both a floating diaphragm and open bell.
- # Anatomically designed headset is angled to meet the path of the ear canal.
- # Non-chill rim and diaphragm provide patient comfort.
- # Natural rubber latex-free materials accommodate allergy-sensitive users.
- # Soft-sealing ear tips provide an excellent acoustic seal and comfortable fit.
- # Binaural Construction Single lumen
- # Chest piece Color Silver, Rainbow
- # Chest piece Finish Machined Stainless Steel
- # Chestpiece Weight 1.4 Ounce
- # Chestpiece Weight (Metric) 40 g
- # Cladimed Code K50BE01
- # Diaphragm Diameter (Imperial) 1.31 in
- # Diaphragm Diameter (Metric) 3.3 cm
- # Diaphragm Material Epoxy/Fiberglass
- # The environmental claim being made- Yes
- # Factory ISO Certification No ISO Certification information available
- # Headset Material Anodized Aluminum
- # Net Weight (Imperial) 0.24 lb
- # Net Weight (Metric) 105 g
- # Small Diaphragm Diameter 1 in
- # Small Diaphragm Diameter (Metric) 2.5 cm
- # Tube Color Black, Caribbean Blue, Red, Raspberry
- # Units per Pack 1
- # Warranty Period- 3 years
- # Overall Length (Imperial) 28 in
- # Overall Length (Metric) 71 cm

Item No	Item Description	Quantity/Unit	Unit Price	Amount
00020	U481000	60 each		

Neonatal Blood pressure Apparatus (Digital Sphygmomanometers)

Digital Sphygmomanometers are automated, providing bloodpressure reading without needing someone to operate the cuff or listen to blood flow sounds

Technical Specifications:

- Should be able to measure blood pressure and pulse rate in newborn/paediatric patients.
- It should be based on Oscillo metric measurement technology, using dynamic linear deflation method.
- Should have a backlit digital display with easy to view readings in dim light.
- Pressure measurement range should be 60 to 250 mm Hg systolic, and 40 to 200 mm Hg diastolic.
- Pressure display accuracy of +/- 2 to 3 mm Hg
- User's interface-digital display
- Pulse rate measurement range of 40 to 220 per minute, pulse measurement accuracy of within +/- 5%
- Single button operation for start and stop functions with auto inflation of blood pressure cuff.
- The device should have a rechargeable battery
- The cuff is made of durable material (e.g. nylon), which is non-deformable, and washable at 30°C.
- The cuff is fitted with double Velcro fastening, enabling a tight and secure fit around arms.
- The cuff is reinforced at both sides.
- Size cuff for newborn/paediatric
- Material tube: rubber or other suitable material, e.g. silicone rubber, crack resistant.
- Length tube between: 50 to 70 cm.

ACCESSORIES, SPARE PARTS, CONSUMABLES: Arm cuffs (size small, medium, large) and inflation bulb, tubing, Battery Charger. User manual to be supplied along with machine diagrams.

STANDARDS AND SAFETY:

- Should conform to ISO 13485 quality standards.
- Should comply with USFDA/European CE standards in case of non-availability of BIS standards

00030	U481000	60 each		
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Pulse Oximeter with neonatal probe

General description: A pulse oximeter is a device used to measure the percentage of oxygen saturation in blood (SpO2) and heart rate (pulse).

Technical specifications:

- It should be a lightweight desktop model, suitable for all types of patient range: especially for Neo-natal (with wrap around probes) extremely low birth weight neonates.
- Should have digital display with parameters: SpO2, pulse rate, plethysmograph waveform, alarm message and battery state indication. Should display trends in both tabular and graphical form for all parameters.
- It should be suitable for detection in low perfusion conditions.
- SpO2 detection range to include: 0-100 %

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	- SpO2 resolution: 1% or less - Accuracy#70%#100%#±2% ,Below 70% unspecified. - SpO2 probes should be reusable. - Pulse rate range detection range to include: 30-240 beats per minute (bpm), perfusion index 0.1% to 20%. - Pulse rate accuracy: within ± 3 bpm. - Pulse rate resolution: 1 bpm or less - Display Mode#1.8" Color OLED display - 2. Screen Resolution#160*128 - Audio and visual alarms required: high and low SpO2 and pulse rate (operator variable settings), sensor disconnected, sensor failure, low battery. - It should have trend data for HR, PI and SPO2 of at least 36 hrs. - Equipment performance should not be affected by electromagnetic interference radiated or conducted through power lines from another devices. - Equipment should have no sharp edges, should be securely mounted and should provide adequate protection against moving and electrically energized parts. - Controls (e.g switches knobs) should be visible and clearly identified. Labels and marking should be clear and visible. - Power Consumption#less than 100mA - Voltage: DC 2.6V~3.6V - Power Supply: Dry battery(2AA) - Small in volume#light in weight and convenient in carrying - Low-voltage indication: low-voltage indicator appears before working abnormally which is due to low-voltage , and with alarm function			

00040 U481000 30 each

Resuscitation set (bag with mask) 0 and 1 Size

GENERAL DESCRIPTION:

Manual operated resuscitator for Resuscitator intended for full-term babies, preterm and low-weight infants up to 7 kg, including two different sizes face masks, and an oxygen resevoir bag with required tubing to connect to oxygen supply. Resuscitator intended for full-term babies, preterm and low-weight infants up to 7 kg.

INTENDED USE:

Resuscitators are used for ventilation assistance in critical situations of respiratory distress or failure. It is considered essential equipment for health structures and emergency rescue team (to be available in emergency room, delivery room, operating theatre, intensive care unit, ambulance, etc.)

Technical Specifications:

- Hand-operated in a horizontal position.
- Portable, self-inflating and reusable
- The resuscitator is autoclavable between 121°C and 134°C.
- The capacity of the self-inflating ventilation bag is between 250 - 280ml.
- Ventilation can be done with ambient air or with oxygen.
- The resuscitator has an inlet valve with a nipple for oxygen tubing.
- The resuscitator is equipped with a non-rebreather valve.
- Resuscitator can be fully disassembled, is easy to clean, disinfect, and reassemble.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	- The resuscitator is equipped with a pressure release (limiting) valve which safeguards against generating ventilation pressures over 45 cmH₂O, while still allowing for airway pressures up to at least 30 cmH₂O. - The pressure release valve is equipped with a feature allowing it to be overridden by the user when higher pressures need to be generated in the airways. - When the pressure release valve is not overridden by the user, it should either automatically return to its default position whereby it protects against excess pressures or be clearly visible so there is no doubt as to its closed position, even during an emergency. To ensure users are fully aware that the limiting valve is in closed position. - All parts are manufactured from high-strength, long-life materials that require no special maintenance or storage conditions. - The resuscitator, all its components and accessories are free of natural rubber latex. - The (intake, non-rebreather) valves and nipple are made from polycarbonate/polysulfone or any other material fulfilling ISO 10651-4. - The masks made are of silicone rubber or any material fulfilling ISO 10993-1; ISO 10993-5; or equivalents. - The self-inflating ventilation bag is made of transparent or translucent silicone rubber or any material fulfilling ISO 10651-4 or equivalent.			

Supplied with:

- Instructions for assembly, use and maintenance in English, French and Spanish.
- 1 x Plastic protective pouch which can contain the full set
- 1 x Mask, transparent: size 0 for preterm and low-weight baby, round type, diameter 35#50 mm
- 1 x Mask transparent: size 1 for term baby, round type, diameter 50#65 mm
- 1 x Oxygen reservoir bag with an appropriate capacity
- 1 x Required tubing and other accessories to connect to oxygen supply

Weight and volume:

- Weight: 0.5 kg
- Volume: 4.056 dm³

00050 U481000 300 each

Glucometer with strip

Glucometer is automated point-of-care device for measuring glucose in capillary whole blood.

Technical specifications:

- Provides direct reading from inserted micro-cuvette.
- Removable microcuvette holder to allow for easy cleaning.
- Correlation with reference laboratory measurements: 0.99
- Factory calibrated and continuous built-in auto self-test (when switched on). Needs no further calibration.
- Sample size: 5 to 10uL capillary, venous or arterial whole blood.
- Sample collected directly from skin surface into single-use microcuvette by capillary action.
- Uses dedicated microcuvette (closed system).
- Measuring range: 0 to 700 mg/dL.
- Read-out in: mg/dL
- Reading time: <30 sec

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	- Display informs: glucose reading, reading errors, systems errors, battery status. - Symbols in display facilitate multi-lingual understanding. - Built-in memory, storing > 400 measurements. - Power supply: 220V /50 or 4 x type AA / R6 1.5 V batteries (allowing for 100h to 150h continued usage). Consumables / reagents- Glucose strips (able to use capillary blood samples) with availability in local market STANDARDS AND SAFETY - Should conform to ISO 13485 quality standards. - Should comply with USFDA/European CE standards			

00060 U481000 100 each

Digital Thermometer

Instruments Required: Clinical thermometer, electronic and digital Celsius temperature scale

Purchaser's Specifications:

Glass and mercury free Temperature measurement range 32 # 42 °C (minimum guaranteed) Accuracy ± 0.1 °C in the range 35 # 41 °C. Beep audio alert Automatic switch-off, Low battery indicator, Waterproof, suitable for cleaning and disinfection, read out time 30-60 sec, switchable between °C and °F, LCD displays,

Battery powered, batteries included in the supply Compliant to EN 12470-3

Supplied with-protective case, user manual, batteries

00070 U481000 100 each

Measuring tape

General Description:

-Tape measure, vinyl-coated, 1.5m

Technical Specifications:

- Tape measure, vinyl-coated fibreglass, with metal tip at both ends, graduated in centimetres
- Dimensions: Length-1.5 m, Width -min 1.3 cm, Thickness-min 0.36mm

Packaging and labelling:

- Primary packaging: Unit of use
- One (1) tape measure in a plastic bag.

Weight/Volume/Dimensions:

- Estimated weight: 0.014kg
- Estimated volume: 0.042 cdm

00080 U481000 15 each

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Digital weighing machine pan type (Newborn)

GENERAL DESCRIPTION: Electronic scale for weighing babies. Device designed to measure the weight of an infant, particularly a newborn, or to monitor weight changes, e.g., during critical care

TECHNICAL SPECIFICATIONS:

- Large LCD display in grams
- Functions: automatic switch-off, TARE, HOLD, auto-calibration with each switch-on.
- It should be a microprocessor-based electronic tabletop weighing machine.
- It should have a large digital display with easy visibility.
- Baby pan should be removable and washable.
- Should show the accurate weight irrespective of the position of the baby over pan.
- Weight displays up to 2 decimal point in Kg/gm.
- Weighing pan should be skin friendly, non-toxic durable material suitable for weighing newborn babies and the
- construction should not allow the baby to slip from the tray.
- The tray should be made of ABS/ Acrylic and must be devoid of any sharp edges.
- Zero weight adjustment facility.
- Quick, clear digital read outs.
- Provision to measure the height of the baby in its laying position.
- Accuracy: 5 gm, resolution: 1g, Measuring limit: 10 gm to 10 kg.
- Built in rechargeable battery/ AC mains
- Reading time max 5 seconds
- Splash proof and shock resistant light-weight body
- Smooth surface/finishing for easy cleaning/disinfection.
- Colour: white or similar: off-white, cream, light grey etc.
- Power requirements: 220 V/50Hz
- Additional power supply: customer replaceable batteries.
- Dimensions (metric) Pan: 520mm x 300mm x 85mm(minimum).
- Battery operated-minimum 02 hrs. battery backup

ITEM SUPPLIED WITH:

- User manual with setting and operation instructions and troubleshooting guidance, in English.
- Technical manual with maintenance and first line technical intervention instructions, in English.

WEIGHT AND VOLUME:

Weight: 2.60kg

Volume: 0.019m³

STANDARDS AND SAFETY:

- Should conform to ISO 13485 quality standards.
- Should conform to IEC 60601-1, General requirements of electrical safety standards.
- Should comply with USFDA/European CE standards

00090 U481000 50 each

Obstetric Labour Table/Delivery bed (Stainless Steel Top)

- Overall, approx. extended size: 1880mmL x 900mmW x to 800mmH.
- Three section top; Adjustable backrest on ratchet;
- MS tubular construction

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	- Mild steel frame is washable, heavy duty (pre-treated epoxy powder coated) finish suitable for labour/delivery, examination and postpartum care - Top section of SS sheet with #U" cut Leg end section can slide completely under the main frame. - Complete steel frame to be chemically pre-treated (degreasing, derusting, phosphating) before epoxy powder coating. - Three-section top manufactured from stainless steel sheet (Grade 202/304) with reinforced underside, adjustable backrest on ratchet - Smooth seamless finish with rounded edges for easy cleaning and infection control. - MS tubular construction - Top section of SS sheet with #U" cut Leg end section can slide completely under the main frame. - Bowl: Removable bowl approx. 3 litres capacity, manufactured from Stainless Steel, Food Grade, 316G, easily removable for cleaning.			

The vendor shall be responsible for packaging and installing the items as per the distribution list

00100 U389900 20 each

NeoNatalie Light Complete with Upright

The Newborn simulator should be realistic in size and appearance and natural weight, feel and touch when filled with lukewarm water.

Should be designed for the training of after birth care and standard resuscitation measures.

The Simulator kit should include the following:

- Newborn simulator
- Squeeze bulbs for simulation
- External umbilical cord and 2 umbilical ties
- 2 sheets to simulate towels
- Head cap
- Carrying pouch of Neonatal Resuscitator (Reusable)
- Neonatal Suction (Reusable)
- Training Stethoscope of Directions of use.
- Newborn simulators should facilitate practice in effective bag mask ventilation. Chest rise should be seen only with correct technique.
- Should have manually generated umbilical pulse
- Birth cries and spontaneous breathing to be simulated using squeezing bulb.

00110 U389900 20 each

NeoNatalie Live with Data Management service

The Newborn simulator should be realistic in size and appearance and natural weight, feel and touch
Should be designed for the training of after birth care and standard resuscitation measures.

The Simulator kit should include the following

- Newborn simulator
- User guide
- Baby cap
- Baby blanket

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	- USB charger and cable # Newborn simulator should facilitate practice in effective bag mask ventilation. Chest rise should be seen only with correct technique. # It should have short and self-directed sessions encouraging low-dose, high-frequency training # It should include four different patient cases with varying initial heart rate and lung compliance # It should include patient cases based on over 1,200 actual newborn resuscitations, providing realistic ventilation training # It should provide objective feedback on ventilation quality in terms of pressure, rate, continuity, and airway patency # It should allow detection of head tilt for open or closed airways # There should be visible chest rise # It should have realistic heart rate affected by ventilation performance # Compatible with NeoBeat* # It should have varying lung compliance # can simulate water-filled lungs # It should simulate crying sound for successful resuscitation # It should come with umbilical cord with connector to simulate cord-cutting # It should be able to measure bag-mask ventilation performance Technical Specifications # Product size (L x W x H) [cm]: 49x24x12 # Product weight (kg): 1,8 # Operating temperature [°C]: 0 to +40 # Storage temperature [°C]: -10 to +50 # Materials: TPU, ABS, LDPE, PVC # Material Free: Latex, Lead Reprocessing methods: Clean all skin parts regularly. Use a lint-free cloth to remove dirt and dust. Clean skin with mild soap and water. Do not submerge. Can be cleaned with antibacterial disinfectant (70% ethanol /isopropanol). # CE or Notified Body Number: CE # Product conformity with standards: IEC 62368-1, FCC, IC # Batteries: # Lithium battery energy content [Wh]: 7,59 # Lithium Battery Weight: 48g # Are Batteries Required: Rechargeable, embedded in product # Number of Lithium-ion cells: 1e			

00120 U389900 40 each

NeoBeat

- # NeoBeat takes only seconds to put on the newborn and rapidly displays the heart rate. With rapid detection of heart rate, clinicians may have a better understanding of the newborn, enabling timely continuation of care.
- # NeoBeat is faster and more accurate than other available methods like stethoscopes, pulse oximetry or umbilical cord palpation.
- # NeoBeat uses dry electrodes to pick up an ECG-based signal. This is the most reliable way to measure newborn heart rate, recommended by The International Liaison Committee on Resuscitation (ILCOR) 2015 guidelines.
- # Reusable and consumable-free.
- # Dry electrodes to pick up an ECG-based signal, as recommended by ILCOR.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Mountable charging stand for quick and easy access to the device.
 # Bright, digital display that informs a single provider or a larger team on the newborn's heart rate.
 # Can be placed on the back of the baby to enable skin-to-skin while retrieving heart rate information.

Technical Specifications:

Product size (L x W x H) [cm]: 8,3 x 8,7 x 4,0
 # Product weight (kg): 0,031
 # Operating temperature [°C]: 0 to +40
 # Storage temperature [°C]: -40 to +70
 # Materials: Polyamide, TPU
 # Material Free: Latex, Lead
 # CE or Notified Body Number: CE2460
 # Product conformity with standards: IEC 60601-1, ISO 10993
 # Battery: Lithium battery energy content [Wh]: 0,44

Reprocessing methods:

Wipe all surfaces of NeoBeat with a clean cloth soaked with 70% ethanol. Spray 70% ethanol on all surfaces of NeoBeat. Ensure it remains wet for a minimum of 10 minutes.
 # Repeat spraying as necessary to account for evaporation.
 # Allow to air dry

00130 U389900 40 each

Upright with PEEP

A self-inflating, manual and reusable newborn bag-mask with a new ergonomic design for improved effect on newborns and infants who require ventilation.
 # Upright with PEEP#- This is the first low-cost reusable PEEP valve on the market, specially designed for use on small babies.
 # The reusable oxygen kit is an accessory to the Upright that enables the Upright to provide supplemental oxygen.
 # Research has shown that the upright design and redesigned mask help support a better seal during ventilation. It distributes the grip more evenly and follows the curves of the face, giving a better mask seal.
 # The position of the bag allows them to see the effects of the ventilation on the newborn.
 # Increased bag volume help compensate for mask leakage
 # It can also be sterilized by autoclaving Upright has fewer parts than other resuscitators, making it easy to reassemble.

Technical Specifications

The volume of the bag has been increased to 320 ml to help compensate for mask leakage.
 # Product size (L x W x H) [cm]: 73.5×9.3×21.8
 # Product weight (kg): 0,1892
 # Operating temperature [°C]: -18 °C to 50 °C
 # Storage temperature [°C]: -40 °C to 60 °C
 # Materials: Silicone rubber (SI), Polysulphone (PSU), Stainless steel, Polyvinyl Chloride (PVC), Polycarbonate (PC)
 # Material Free: Latex, Phthalates
 # Internal bag volume: 330 ml
 # Tidal volume: >150 ml
 # Pressure-limiting valve: 30-45 cmH2O
 # Dead space: 4 ml (water volume)

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	# Expiratory resistance: < 2.5 cmH2O # Inspiratory resistance: < 0.5 cmH2O # Patient connector: 15 mm ID, 22 mm OD # CE or Notified Body Number: CE2460 # Product conformity with standards: ISO 10993, ISO 10651-4, ISO 5356-1 Reprocessing methods: # Cleaning with soap and water # Boiling 10-20 minutes # Chemical # Act. Glutaraldehyde # Autoclaving Includes: # Mask size 0 # Mask size 1			

00140 U389900 60 each

5. Penguin Suction

Technical Specifications:

- # Suction strength: Depending on hand size and technique, peak suction achieved may be in the range of 50 - 150 mmHg (70-200 cm H Typically 100 mm Hg [136 cm H2O]
- # Material: Silicone, does not contain latex
- # Size: 13.3 x 5.22 x 4.95 cm
- # Suction strength: Depending on hand size and technique, peak suction achieved may be in the range of 50 - 150 mmHg (70-200 cm H Typically 100 mm Hg [136 cm H2O]
- # Material: Silicone, does not contain latex
- # Size: 13.3 x 5.22 x 4.95 cm
- # Weight: 0.058 kg
- # Fluid capacity: 75 ml
- # CE marked- this product is in compliance with the essential requirements of Council Directive 93/42/EECa
- # The Penguin can be disinfected by autoclaving or chemical disinfection
- # Warranty for 1 year after acceptance.

00150 U389900 40 each

Moyo for Fetal Heart Rate Monitor

Moyo is a compact digital fetal monitor used during labor to help healthcare providers make timely, informed decisions by providing quick and accurate feedback on fetal heart rate.

GENERAL DESCRIPTION: Portable, handheld, foetal heart rate monitor

INTENDED USE: A portable, hand-held, battery-powered device assembly consisting of a measuring and display unit and an attached probe or interchangeable probes designed to noninvasively detect foetal heart beats using ultrasound/Doppler technology.

The heart beats are typically conveyed audibly via the measuring/display unit and attached probe which is applied to the surface of the pregnant woman's abdomen. The device aids in determining foetal viability.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Features:

- # Both intermittent and continuous monitoring
- # 9-crystal sensor for better accuracy
- # Differentiates the maternal and the fetal heart rate
- # 30-minute histogram display of the FHR
- # Audio-visual alarm if abnormal FHR is detected
- # Lightweight and portable, can monitor continuously, even while the mother is moving around
- # Internal rechargeable battery

TECHNICAL SPECIFICATION

- Device for non-invasive detection of foetal heart rates, either continuous or intermittent.
- Portable, battery operated.
- Suitable to be used for ambulatory patients.
- Including ultrasound probe.
- Designed with a wide detection area thus making positioning of the probe less critical and making the device less sensitive to movement of the mother.
- Capable of detecting foetal heart rates between 50 - 210 bpm, with an accuracy of ± 5 bpm between 50 - 200 bpm.
- Capable to measure maternal heart rates between 30 - 250 bpm, with an accuracy of ± 5 bpm between 50 - 150 bpm.
- Contains a built-in speaker which can convey the foetal heart rate audible or be switched off.
- Including display indicating the foetal and maternal heart rates.
- Memory allowing for storage of 30 minutes foetal heart rate trend.
- Rechargeable battery with a minimum capacity for 5 hours continuously monitoring.
- Battery charger suitable for 100 - 240 volt / 50 - 60Hz.
- Suitable for cleaning with hospital grade products

ALARM FUNCTIONALITIES:

- Alarms are visual and audible
- Alarms can be silenced
- Alarm when the foetal heart rate cannot be detected, indicate applicable ranges:
- Alarms for low and high foetal heart rates, indicate applicable ranges
- Alarm for low battery

SUPPLIED WITH

- Instructions for assembly, use and maintenance in English.
- 1 x Pouch or container to store the device and its components.
- 1 x Adjustable strap to position the probe around the belly of the mother
- 1 x Battery charger

ESTIMATED LIFE SPAN

- The estimated life span is 3 # 5 years

WARRANTY

- Warranty period is two (2) years including supplied accessories.

ENVIRONMENTAL CONDITIONS

- Storage conditions: -30 - 70°C / 95% relative humidity.
- Operating conditions: 0 - 40°C / 95% relative humidity.
- Atmospheric pressure: 800hPa to 1060hPa (Storage: 550hPa to 1060hPa)
- Ingress Protection rating: IP41

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	WEIGHT AND VOLUME (packaged) - Weight: 1.15 kg. - Volume: 4.33 dm ³ INSTALLATION REQUIREMENTS This product does not require installation or commissioning. TRAINING REQUIREMENTS Studying the user instructions prior to utilization will be sufficient. MAINTENANCE/USER REQUIREMENTS As per user and service manuals. QUALITY MANAGEMENT SYSTEM Supplier and Manufacturer is certified for ISO 13485 Medical devices - Quality management systems - Requirements for regulatory purposes. CLASSIFICATION Classified under EU MDD 93/42/ECC as Class IIa device. SAFETY & PRODUCT STANDARDS - IEC 60601-1: Medical electrical equipment - Part 1: General requirements for basic safety and essential performance. - IEC 60601-1-2: Medical electrical equipment - Part 1-2: General requirements for basic safety and essential performance - Collateral standard: Electromagnetic compatibility - Requirements and tests. - IEC 60601-1-6: Medical electrical equipment - Part 1-6: General requirements for basic safety and essential performance - Collateral standard: Usability. - IEC 60601-1-8: Medical electrical equipment - Part 1-8: General requirements for basic safety and essential performance - Collateral standard: General requirements, tests and guidance for alarm systems in medical electrical equipment and medical electrical systems - IEC 60601-2-37: Particular requirements for the basic safety and essential performance of ultrasonic medical diagnostic and monitoring equipment.			

00160 U389900 20 each

Preemie Natalie Light

The manikin is a preterm simulator with realistic appearance and weight and able to help train on the essential care for every baby training as well as in other training programs focusing on premature care, cup feeding and tube feeding essential newborn care and Kangaroo Mother Care.

It should be a preterm simulator with realistic appearance and weight.

It should be able to help train on the essential care for every baby training as well as in other training programs focusing on premature care, essential newborn care and Kangaroo Mother Care.

It should have realistic size and appearance for a preterm baby (1.6 kg, 32-week gestational age)

It should support training in proper breastfeeding positioning and attachment correct nasogastric placement, spoon, cup and nasogastric tube feeding.

It shall also be useful for practicing essential newborn care and Kangaroo Mother Care

It should be supplied with Diaper, training stethoscope, careplus KMC wrap, training syringe, preterm cap, NG tube size 6, storage bag and tape.

The Manikin should also have a stomach to practice correct placement and NG tube feeding

Dimensions: 43 cm, 1550kg when filled with water

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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The Simulator kit should include the following:

- # User Guide
- # Nasogastric tube
- # Disposable stethoscope
- # 20 ml syringe
- # Knitted cap
- # CarePlus KMC Wrap
- # Storage Bag
- # Diaper
- # Tape

Technical specifications

- # Product size (L x W x H) [cm]: 0,420×0,220×0,050
- # Product weight (kg): 1
- # Operating temperature [°C]: +15° to +40°
- # Storage temperature [°C]: 20° Relative Humidity: 5-100%
- # Materials: Vinyl, Silicone, POM, PVC, PP, TPU

00170	U389900	20 each		
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Mama U

- # Manikin with modular uterus- Postpartum Uterus after birth supporting training in postpartum intrauterine device insertion and uterine balloon tamponade insertions. The trainer should consist of uterus training models with accompanying essential instruments for IUD insertion.
- # The trainer should allow comprehensive IUD training post-partum.
- # A simplified human anatomical model of a Postpartum Uterus after birth: It supports training in postpartum intrauterine device insertion, uterine balloon tamponade insertions and other postpartum uterus interventions.
- # The Trainer should be supplied with
- # Instrument bag 1: PPIUCD Forceps, Sponge holding forceps, Sim's Speculum

00180	U389900	20 each		
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Sister U

- # Manikin with modular uterus- supporting training in postpartum intrauterine device insertion, post abortion uterus and non-pregnant uterus supporting IUCD insertion.
- # The trainer should consist of uterus training models with accompanying essential instruments for IUD insertion.
- # The trainer should allow comprehensive IUD training at all the main stages.
- # A simplified human anatomical model with both an interval uterus and a post-abortion uterus: It supports training for a variety of sexual and reproductive health interventions such as vaginal examinations, IUD insertion and removal, and for inspecting anteverted and retroverted position of the uterus.
- # The Trainer should be supplied with

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	# Instrument bag : Sponge holding forceps, Vulsellum Forceps, Cusco's Speculum, Uterine # sound, MVA Cannula, Artery Forceps			

00190 U389900 40 each

Preterm careplus wrap, single

- # Designed for newborns up to grams.
- # Made of cotton, reusable after wash.
- # Easy-to-use: Does not require an assistant to put on.
- # Gender-neutral: Acceptable to wear by fathers as well as mothers.
- # Designed for easy breastfeeding without removing newborn from thermal care.
- # Allows unrestricted movement and causes minimal fatigue in the back and shoulders of the carrier.
- # There are no knots in the back, so it is comfortable for the carrier to use while sitting or lying down.
- # Safe for the baby: #Keeps the baby secure in the correct position for providing effective skin-to-skin care.
- # Can use with PreemieNatalie Preterm Simulator to practice essential newborn care and Kangaroo Mother Care.
- # Can use with MamaBreast Breastfeeding Simulator to practice positioning for skin-to-skin care and breastfeeding positioning.

Technical Specifications

- # Product size (L x W x H) [cm]: 36x46x2
- # Product weight (kg): 0,220
- # Operating temperature [°C]: N/A
- # Storage temperature [°C]: N/A
- # Materials: Cotton
- # Reprocessing methods: Wash in clean water with mild detergent.
- # Product conformity with standards: CEN/TR 16512:2015

00200 U389900 20 each

MamaNatalie Light

- # It should be a birthing simulator designed for training both normal delivery and postpartum complications, including severe bleeding, uterine atony, and retained placenta.
- # It should be simple, non-electrical & highly realistic for training control of postpartum hemorrhage.
- # The system should be wearable for instructor to strap onto her/himself and shall manually control the amount of bleeding and the conditions of uterus.
- # It should be a birthing simulator used for practicing realistic and interactive scenario for normal and complicated births.
- # Together with Birthing model and a new born simulator can demonstrate:
 - Birth of single and multiple fetuses
 - Complications of normal delivery
 - Prevention, recognition, and management of postpartum hemorrhage, early postpartum management incl. uterine massage
 - Progress of labor, including fetal descent, rotation, and cervical effacement and dilatation

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	-Abdominal palpation (Leopold's manoeuvre) for fetal position -Fetal malpresentation, breech (complete, frank, footling) birth -Prolonged second stage of labor, shoulder dystocia and cephalopelvic disproportion -Ritgen's manoeuvre -Umbilical cord prolapse and umbilical cord wrapped around the fetus' neck -Placenta previa, partial and complete placenta and retention of parts of placenta -Active management of the third stage of labor, incl.-controlled cord traction and inspection of placenta -Immediate or delayed postpartum hemorrhage (1.5 L bleeding capacity in varying intensities) Bimanual compression of the uterus -Atonic uterus Catherisation and rectal delivery of medication # Cutting and clamping of umbilical cord # Palpation of fetal fontanelles, suction of nose and mouth, bag-mask ventilation of newborn, newborn chest compressions, newborn vital signs, auscultation of newborn heart, and palpation of umbilical cord The Instructor shall control dilation of the placenta and fetal heart sounds. # Simulator should compromise the following, - Birthing simulator - Placenta w/umbilical cord - Blood concentrate - Newborn Suction - Fetal stethoscope - Fluid collection tray - Fluid drain - Urine catheter - 20 ml syringe - Newborn skull w/fontanelles - Newborn Simulator - Backpack - simulation of birth cries, spontaneous breathing, palpable umbilical pulse and auscultation of heart sounds - External umbilical cord and 2 umbilical tie - Sheets to simulate towel Head cap - Storage/carrying pouch # ISO 9001:2008; ISO 13485:2003; ISO140001 # Environmental requirements # Operating temperature: +15°C to +40°C, operating humidity: 5 to 100% RH			

00210 U389900 20 each

MamaBirthe

MamaBirthe is operable as a tabletop task trainer, wearable with a standardized patient, or used with a manikin. The quick and easy setup facilitates operation with minimal training to improve learner engagement and effectiveness. The birthing simulator should be ideal for demonstrating the mechanism of various birthing positions and deliveries.

It can be used both as a hybrid instructor wearable model and as well as a tabletop model for demonstration and skills training.

It should be ideal for in-situ team simulation and training respectful care with anatomically correct landmarks

It should offer unique training features significantly more durable and easier to use and teach.

It should also have parts made of durable water repellent fabrics, should require no lubrication during

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	use, and should have passed durability test for 3000 deliveries. # It should have realistically modelled pelvis bone structure to make it possible to identify the Important landmarks in breech and shoulder presentations. # It should be able to teach management of malpresentations including breech and shoulder dystocia. # It should have realistic fetal head, birth canal and pelvic floor facilitating natural rotation of the head as it descends. # It should be supplied with cervix inserts of 4, 6, and 8cm dilatation and effacement for skill training on vaginal examination. # Birthing simulator should have the facilities to train the following types of delivery - Fetal heart rate Monitoring - Vaginal delivery - Breech delivery - Vacuum delivery - Incomplete placenta # It should be supplied with the following - Placenta w/umbilical cord and membranes - 2 Ties for umbilical cord - 2 pairs of gloves - Fetoscope - Urine catheter - 20 ml syringe - Fetal skull with fontanelles - Cervix opening (4, 6 & 8 cm dilations) - Newborn Baby - Baby hat - Two sheets to simulate towels - Table clamp - Carrying bag - Directions for use # The newborn baby should be realistic and articulated manikin with fontanelles and anatomical landmarks. # It should have a soft head allows for realistic attachment of vacuum for vaginal assisted delivery and creating a chignon effect.			

00220 U389900 20 each

MamaBreast

It should be a wearable simulator that allows highly realistic simulation of breast feeding and breastmilk expression.

It is designed to demonstrate and teach proper breastfeeding positioning and attachment.

It is made with durable neoprene fabric, silicone nipples, nylon straps, and polypropylene screwcaps.

The color of the trainer should be dark red to be skin tone neutral for gender sensitive use

It Should be filled with water which can be realistically expressed from the breasts.

Supplied with: manual, 30 ml cup, Transport / Storage bag

Dimensions

- 30.5 cm x 17.5 cm x 10,5 cm

- Regulations and conformity requirements: ISO 9001:2008; ISO 13485:2003; ISO140001

Environmental requirements

Temperature: +15°C to +40°C. Relative humidity: 5-95%

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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00230	U389900	1 each		
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Nifty cup a pack of 50

The Nifty feeding cup should be reusable product for babies with breastfeeding difficulties that allows the baby to control the pace of feeding.
 # It should be easy to use and clean and avoid the wasting of breastmilk.
 # Nifty should have a reservoir for the infant to lap milk from to control the pace of feeding.
 # It should be reusable, boilable, and autoclavable.
 # It comes with millimeter feeding measurements on side of cup.
 # It is designed with soft silicone material that becomes gentle against the mouth of the infant and mother can express directly into Nifty.

Technical specifications

Product size (L x W x H) [cm]: 8.1×5.3×5.1
 # Product weight (kg): 0,017
 # Operating temperature [°C]: 0 °C to 50 °C
 # Storage temperature [°C]: -20 °C to 70 °C
 # Materials: Silicone rubber (SI)
 # Material Free: Latex, Phthalates
 # Reprocessing methods:
 - Cleaning with soap and water
 - 2a. Boiling 10-20 minutes
 - 2c. Chemical # Chlorine 0.5%
 - Autoclaving

00240	U389900	250 each		
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Non-Pneumatic Anti Shok Garment

Description: Non Pneumatic anti-shock garment (NASG) used to stabilize women during obstetric haemorrhage.

Operational requirements: Light weight, washable and reusable NASG made of neoprene garment and fastened with Velcro over a foam compression ball.

System configuration: Non-Pneumatic Anti Shock Garment (NASG) with all standard accessories.

Technical specification:

NASG must be lightweight, flexible and comfortable for he wearer with no metal parts.
 # Should be made up of light weight neoprene garment and fastened with Velcro over a foam compression ball.
 # The design of NASG must allow perineal access so that examination and vaginal procedures can be performed without it being removed.
 # NASG should be in the shape of trousers divided into six segments for ease of application to different parts of lower body below the diaphragm with Velcro fasteners.
 - The segment 1 must consist of 2 pieces to be used in each ankle.
 - The segment 2 must consist of 2 pieces to be used in each calf

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	- The segment 3 must consist of 2 pieces to be used in each thigh - The segment 4 must consist of 1 piece to be used around the pelvis. - The segment 5 must consist of 1 piece to be used over the naval - The segment 6 must consist of 1 piece to be used around the abdomen/umbilicus. This segment must apply extra compression with a small foam ball. # The garment must be able to apply approx. 30-50 mm Hg of pressure to the lower body pressure # The NASG Should reusable for 40 or more users # The NASG should be suitable for hand and machine washing. # The NASG should be available in various size: small, medium and large Accessories, spares and consumables: All standard accessories to be included in the offer Operating environment: The product offered shall be designed to operate normally under the conditions of the purchaser's country Standard and safety requirements: # Should be ISO certificated product # Should be CE or USFDA approved product User training: Not Applicable Warranty: comprehensive warranty for 2 years after acceptance Installation and Commissioning: Should be ready to use system Documentation: User (operating) manual in English			

Incoterms & Delivery Requested

Lead Time & Related Charges

Packing

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

Total: Dimension.....x.....x.....cm Weight.....kg Volume.....cbm

SPECIFIC TERMS AND CONDITIONS

Mandatory Requirement

UNICEF has a mandatory requirement for the items in the quantities and with the specifications outlined in the price schedules for this bid.

Submit filled Annex B (excel file) with providing offered items description, specification, unit price based on qty range, model/brand, and lead time.

Bidders should provide detailed technical specifications, quality assurance certificates, and brochures of the offered model/make along with this bid.

Warranty: 1-4 years (nature of products) from the date of purchase. Bidders should clearly mention the Warranty of the offered model/items along with a list of Service Centers for after-sales service, if applicable

Partial bids may be awarded if required by UNICEF.

Declaration form

- Ticking "YES" on the form declares that your organization is not found guilty; while ticking "NO" signifies your office is guilty.

SPECIAL NOTES

1. BID Submission

1.1 Interested parties are requested to submit the Bid before the following time/date: 24 hours (Nepal time) on **13 August 2026**.

1.2 Submission should be made to the following email address: **nepbid@unicef.org** and clearly marked with the LITB(S) number# LITB-2026-9204934.

1.3 The submitted price quotation should be exclusive of VAT.
VAT will be added in the final invoice at the time of payment.

THE PARTIAL BID IS ALSO ACCEPTABLE. Please use the price schedule of this solicitation for the submission of a quotation.

The financial bid shall be in a readable PDF format as well as in Excel format

1.4 Bids received in any other manner will be invalidated.

1.5 Pre-bid Meeting

A virtual pre-bid meeting concluded at **15:00 hrs (Nepali time) Friday 24 July 2026**.

<https://events.teams.microsoft.com/event/e770260a-b8fb-4a11-ba30-7cefd2c1fc5b@77410195-14e1-4fb8-904b-ab1892023667>

After registering, you will receive a confirmation email containing information about joining the meeting.

1.6 The bidder shall submit the following documents along with the quotation:

- i. Submission of Supporting Documents as per the technical specification by using the template of the specification of this ITB
- ii. Legal Company Registration / Business Registration
- iii. VAT registration (only for national firm/NGO/INGO (legally authorized to provide business services)
- iv. Tax clearance certificate of the last Fiscal Year or extension of the timeline for the VAT clearance certificate.
- v. Power of Attorney to submit proposal-(applies when a joint partner)
- vi. Vendor Registration form (for new vendor)
- vii. Declaration Form (page 3 -5 in the bid form) filled in. (all boxes must be ticked/answered)
- viii. Financial Audit Report for the last 2 years.
- ix. Declaration that Bidders have no Conflict of Interest
- x. Validity of Proposal is provided as per UNICEF Solicitation requirement.
- xi. Summary sheet of technical specification along with catalogue/brochure to confirm that the proposed model meets the required specification (readable PDF and Word/Excel format)
- xii. Vendor Registration form for new Vendor

2. CLARIFICATIONS

2.1 Clarifications related to this ITB(s) should be sent to the following email address:
nepalsupply@unicef.org

3. VALIDITY OF BIDS

3.1 A Quotation should be valid for a period of not less than **120 days** from the above bid closing time/date.

3.2 Bidders are requested to indicate the validity period of their Quotations, as UNICEF may award additional contracts against the lowest acceptable Bid if requests for identical services are received during the Bid validity period. UNICEF may also request the validity period to be extended.

4. MODIFICATIONS OR WITHDRAWAL

4.1 Erasures or other corrections in the Bid must be explained and the signature of the Bidder shown alongside. All changes to a Bid must be received prior to the closing time/date.

4.1 Bidders may withdraw a Quotation on written request prior to the bid closing date/time as shown above. Negligence on the part of the Bidder confers no right for the withdrawal of the Quotation after the closing time/date.

5. Confidentiality

5.1 Information which the Bidder considers to be proprietary should be clearly marked as such. All information provided by the bidder will be treated as confidential and used for UNICEF internal purposes only.

6. Award

6.1 The contract will be awarded to the bidder of the lowest price per lot who offered qualified and responsive quotation.

6.2 UNICEF reserves the right to make multiple arrangements for any goods/services where, in the opinion of UNICEF, the lowest acceptable bidder cannot fully meet the delivery requirements or if it is deemed to be in UNICEF's best interest to do so.

6.3 Any arrangement under this condition will be made on the basis of the lowest, second lowest and third lowest, etc. bid which meets all the requirements.

6.4 UNICEF reserves the right to invalidate any Quotation received from a Bidder who, in the opinion of UNICEF is not in a position to perform the contract.

INSTRUCTION TO BIDDERS

1. MARKING AND RETURNING BIDS

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

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

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

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

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

1.5 Sealed bids (as applicable)

1.5.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

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

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

1.6 Faxed bids (as applicable)

1.6.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.7 E-mailed bids (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

2. OPENING OF BIDS

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

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

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

3. UNGM REGISTRATION

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

4. AWARD NOTIFICATION

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

ANNEX A

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Goods)

Definitions and UNICEF Supply Website

1.1 In these General Terms and Conditions (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 intangible form or disclosed orally, and information, the confidential or proprietary nature of which is or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

"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. References in the Contract to trade terms (such as "FCA", "DAP" and "CIP") are references to those terms as defined by the INCOTERMS.

"Parties" means the 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_policies.html, as may be updated from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combatting Fraud and Corruption, UNICEF's Policy on Safeguarding (as updated from time to time), the UN Supplier Code of Conduct, and UNICEF's Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the 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 INCOTERM, the Supplier will obtain any 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 or the Consignee (if different to 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 (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; 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 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 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 to or destruction of Goods supplied under the Contract, and responsibility for arranging and paying for freight and insurance, will be governed by the INCOTERM or similar trade term expressly stated in the Contract as applying to the Goods supplied under the Contract and any other express terms of the Contract. In the absence of any such INCOTERM or similar trade term or 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.

2.9 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.

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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 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 Contract identification number listed on the front 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 direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for UNICEF's official use, in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the 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 from, or refund of amounts paid as, value-added taxes or taxes of a similar nature.

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

3.5 UNICEF will pay the uncontested amount of the Supplier's invoice within thirty (30) days of receiving both the invoice and the shipping documents and other supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown 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 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 payment, indebtedness 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 by other authorised agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the 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 inactions of

UNICEF staff and other personnel).

4. Representations and Warranties; Indemnification; Insurance

Representations and Warranties

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, authority 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; (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 not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with the Goods; 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 (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 the Supplier 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-packed; (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 liens, encumbrances 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 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 or 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 such later 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 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.

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 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

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

5. Intellectual Property and Other Proprietary Rights; Confidentiality

Intellectual Property and Other Proprietary Rights

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 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 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 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 Recipient uses for its own Confidential Information and will use the Discloser's Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser's Confidential Information to any other party:

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

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

5.3 If the 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 resolutions or regulations of its governing bodies.

5.4 Subject to Article 5.3, 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.

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

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

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- (b) if the Supplier breaches any of the provisions of Articles 5.2-5.4 (Confidentiality); or
- (c) if the Supplier (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (ii) is granted a moratorium or a stay, or is declared insolvent; (iii) makes an assignment for the benefit of one or more of its creditors; (iv) has a receiver appointed on account of the insolvency of the Supplier; (v) offers a settlement in lieu of bankruptcy or receivership; or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the 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 (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; or (d) any event resulting from harsh conditions or logistical challenges for the 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 organisation 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 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 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-contracts by the Supplier), it has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

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

7.4 The 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 Combatting 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 Combatting 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.ungm.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 Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

7.7 The 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 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 favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will 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 undertakings 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 undertakings 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.

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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 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 advisers, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

9. Privileges and Immunities; Settlement of Disputes

9.1 Nothing in or related to the Contract will be deemed a waiver, express or implied, deliberate or inadvertent, of any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Convention on the Privileges and Immunities of the United Nations, 1946, or otherwise.

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

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

10. Notices

10.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be in writing, and addressed to the persons listed in the Contract for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, or by confirmed email transmission. Notices, requests or consents will be deemed received upon delivery (if delivered in person), upon signature of receipt (if delivered by registered mail), or twenty-four (24) hours after confirmation of receipt is sent from the addressee's email address (if delivered by confirmed email transmission).

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

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

11. Other Provisions

11.1 The Supplier acknowledges UNICEF's commitment to transparency as outlined in UNICEF's Information Disclosure Policy and confirms that it consents to UNICEF's public disclosure of the terms of the Contract should UNICEF so determine and by whatever means UNICEF determines.

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

to be a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

11.3 The 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 Safeguarding (as updated from time to time). 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 sub-contractors 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.

(e) 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(e).

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 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 communication 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 authorised 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(e), 11.6 and 11.8 will survive delivery of the Goods and the expiry or earlier termination of the Contract.