INVITATION TO BID

LITB-2022-9180297 19 December 2022

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

SUPPLY OF WASH ITEMS

DEADLINE FOR SUBMISSION OF QUOTATION; 26th December 2022 at 5pm

Kindly send your price quotation to rwasupply@unicef.org by 26th December 2022 at 5pm Kigali time
THIS INVITATION TO BID HAS BEEN:

Prepared By: Grace Ingabire
(To be contacted for additional information, NOT FOR SENDING OFFERS)
Email: gingabire@unicef.org

Verified By:

Denis Mupenzi
BID FORM

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

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

INFORMATION
Any request for information regarding this INVITATION must be forwarded by 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-2022-9180297 set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Signature: ___________________________
Date: _______________________________

Name & Title: _______________________
Company: __________________________
Postal Address: _______________________

Tel No: ________________________________
Fax No: _______________________________
E-mail Address: ________________________
Validity of Offer: _______________________
Currency of Offer: _____________________

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

10 Days 3.0% ______ 15 Days 2.5% ______ 20 Days 2.0% ______ 30 Days Net ______

Other Trade Discounts ___________________
<table>
<thead>
<tr>
<th>Item No</th>
<th>Item Description</th>
<th>Quantity/Unit</th>
<th>Unit Price</th>
<th>Amount</th>
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<tbody>
<tr>
<td>00010</td>
<td>Soap (250g), pack of 48</td>
<td>1700 each</td>
<td></td>
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<tr>
<td>00020</td>
<td>Soap bars-600 grammes, pack of 12</td>
<td>500 each</td>
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<tr>
<td>00030</td>
<td>Liquid Soap 500ml bottle</td>
<td>2600 each</td>
<td></td>
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<td>Powder Soap sachet of 500 g boxes</td>
<td>260 each</td>
<td></td>
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</tr>
<tr>
<td>00050</td>
<td>White vinegar - 100 litres</td>
<td>100 each</td>
<td></td>
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</tr>
</tbody>
</table>

**Incoterms & Delivery Requested**

- **Packing**
  - Unit: Dimension...........x...........x...........cm
  - Total: Dimension...........x...........x...........cm

**Lead Time & Related Charges**

- Weight...........kg
- Volume...........cbm
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 (UNG M). 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

1. Definitions and UNICEF Supply Website

1.1 In these General Terms and Conditions ("General Terms"); 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 publicly identified as confidential in writing when furnished in an unbreakable format or disclosed orally, and includes information, the confidential or proprietary nature of which is or should be reasonably apparent from the interest 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 ("General Terms"). 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 officers, employees, agents, individual subcontractors and other representatives.

*"Price" is defined in Article 3.1.

*"Supplier" is the supplier named in the Contract.

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

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

2. Delivery, Inspection, Risk of Loss

2.1 The Supplier will deliver the Goods to the Consignee at the place and within the time period for delivery stated in the Contract. The Supplier will comply with the INCOTERMS or similar trade term expressly stated in the Contract as applying to the Goods to be delivered under the Contract and all other delivery terms and instructions stated in the Contract. Notwithstanding any INCOTERMS, the Supplier will obtain any export licences required for the Goods. The Supplier will ensure that UNICEF receives all necessary transit documents in a timely manner so as to enable UNICEF to take delivery of the Goods in accordance with the requirements of the Contract. The Supplier will either seek or 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 stated in the Contract. If UNICEF requests any material change to the requirements for the Goods, shipping instructions or delivery date of the Goods, the Supplier will notify the Customer immediately and in writing. Such a change will become effective only when it is 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 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.

3. Inspection

3.1 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 inspections, 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.

4. Delivery Acceptance; Consequences of Delayed Delivery and Post-confirmation Goods

4.1 If the Supplier determines it will be unable to deliver all or some of the Goods to the Consignee by the due 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.

4.2 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 may 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.

4.3 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.

5. Risk of Loss, Title to Goods

5.1 Risk of loss, damage or destruction of Goods supplied under the Contract, and responsibility for arranging and paying for freight and insurance, will be governed by the INCOTERMS 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 INCOTERMS or similar trade term or other express terms, the following provisions apply. To the extent risk of loss, damage or destruction of the Goods will be borne exclusively by the Supplier until physical delivery of the Goods to the Consignee has been completed in accordance with the Contract, and that 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.

5.2 Unless otherwise expressly provided in the Contract, title to and in the Goods will pass from the Supplier to the Consignee upon delivery of the Goods in accordance with the applicable delivery terms.
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GENERAL TERMS AND CONDITIONS

3. Price, Invoicing, Tax Exemptions, Payment Terms

3.1 The price for the Goods is the amount specified in the price section of the Contract (the "Price"), 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 and the Goods shall be packed in accordance with the delivery terms. The Price is inclusive of all costs, duties, charges or taxes 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 shall provide to UNICEF one (1) copy of the payment of the invoice, 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 and 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 or in 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 uncontroverted 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 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 invoices, including bank charges, that have not been submitted 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 and the Supplier shall in writing agree on the right to set-off against any amounts due and payable by UNICEF to the Supplier under the Contract, any payment, indemnity or other claim that it may have against the Supplier. UNICEF will be entitled to set-off against the Supplier any amounts that are not paid to UNICEF by the Supplier 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 its right of set-off (such notice being waived by Supplier). UNICEF will promptly notify the Supplier after it has exercised such right of set-off, explaining the reasons for such set-off, provided however that the failure to give such notification will not affect the validity of such set-off.

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or by other authorized agents of UNICEF, at any time during the term of the Contract or within five (5) 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

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 provided to UNICEF or that it provides to UNICEF during the term of the Contract is true, correct, accurate and not misleading; (d) the Goods are 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 restricts or restricts any person's rights to use, sell, dispose of or otherwise deal with the Goods; and (g) the development, manufacture and supply of the Goods is, and will continue to be, in compliance with all applicable laws, rules and regulations. The Supplier will fulfill its commitments with the fullest regard to the interest 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 (excluding, 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-packaged; (d) are fit for the purposes for which such Goods are ordinarily used and for purposes expressly made known to the Supplier by UNICEF or the Contract, are of consistent quality and free from faults and defects in design, manufacture, workmanship and materials; (e) are free from all defects, imperfections or other third party claims; and (f) 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) 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 twenty-one (21) months after 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 and are for the benefit of (a) each entity that engages in a direct financial contribution to the purchase of Goods, and (b) such 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 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 liabilities 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
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Governments, which as between the Supplier and UNICEF, only UNICEF itself (or relevant governmental entities) will assert and maintain. UNICEF will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

Insurance

4.8 The Supplier will comply with the following insurance requirements:

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

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

(ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract including, but not limited to, product liability insurance, in an adequate amount to cover all claims arising from or in connection with the Supplier’s performance under the Contract. The Supplier’s product liability insurance will cover the direct and indirect financial consequences of liability (including all costs, including replacement costs, related to recall campaigns) 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 shall be written by insurers whose financial strength is rated A- or better by Standard & Poor’s, or their equivalent.

(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 requirement 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

5.1 Intellectual Property and Other Proprietary Rights

(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, by any means, 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 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 action as may be appropriate; and (b) will not 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 The Supplier may not use or disclose Confidential Information at any time to any other person. UNICEF may communicate such information to any person who has a need to know such information in 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) transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(d).

6. Termination, Force Majeure

6.1 Termination by Either Party for Material Breach

6.1.1 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 submission of all or any portion of the Contract in accordance with Article 9 (Liabilities 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 5.3-5.4 (Confidentiality); or

(c) if the Supplier is/are adjudged bankrupt, or is/are liquidated, or becomes insolvent, or applies for a moratorium or stays on any payment or repayment obligations, or applies to be declared insolvent; (d) is

granted a moratorium or a stay, or is declared insolvent; (ii) 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 significantly

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 cancelled

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 or as 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

termination of orders 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 such Goods were ordered,

received 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 losses 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.

7. 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 shall be seven (7)

days instead of thirty (30) days. "Force majeure" means any unforeseeable and inevitable 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 operation 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 affected 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, 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, Personnel or

directors, is subject to any sanction or temporary suspension imposed by any United Nations System

organization or other international inter-governmental organization. The Supplier will immediately
disclose to UNICEF if it or any of its Affiliates, Personnel or directors, becomes subject to any such

sanction or temporary suspension during the term of the Contract.

7.4 The Supplier will (a) observe the highest standards of ethics, (b) use its best efforts to protect

UNICEF against fraud, in the performance of the Contract, and (c) comply with the applicable provisions

of UNICEF’s Policy Prohibiting and Combating Fraud and Corruption. In particular, the Supplier will not

engage, and will ensure that its Personnel, agents and subcontractors do not engage, in any corrupt,

fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF’s Policy

Prohibiting and Combating Fraud and Corruption.

7.5 The Supplier will, during the term of the Contract, comply with (a) all laws, ordinances, rules and

regulations bearing upon the performance of its obligations under the Contract and (b) the standards of

conduct required under the UN Supplier Code of Conduct (available at the United Nations Global


7.6 The Supplier further represents and warrants that neither it nor any of its Affiliates, is engaged,

directly or indirectly, in (a) 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 utilized in the manufacture of anti-personnel mines.

7.7 The Supplier represents and warrants that it has taken and will take all appropriate measures to

prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons

engaged by the Supplier to perform any services under the Contract. For these purposes, sexual activity

with any person less than eighteen (18) years of age, regardless of any basis 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 any persons engaged by the Supplier, from exchanging any money, goods, services, or other things of value, for sexual favours or activities 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 enable UNICEF to terminate the Contract immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind.

7.8 The Supplier will indemnify 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 any

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
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other charges or any other liability of any kind.

8. Full Cooperation with Audits And Investigations

8.1 From time to time, UNICEF may conduct investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract was operated 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, investigations or audits, 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 organ, under the Convention on the Privileges and Immunities of the United Nations, 1948, 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 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 to either Party to arbitrate. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The decisions of the arbitral tribunal will be final and binding on both parties. Any arbitration award rendered as a result of such arbitration will be final and binding on both parties. The Parties will be bound by the 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 person listed in the Contract for the delivery of notices, requests or consents. Notice, 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 has not entered into any other contract or agreement with any third party that would be in violation of the terms of the Contract shall be subject to and determined 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 continued 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 term 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 and UNICEF’s Policy on Conduct Preventing the Protection and Safeguarding of Children. The Supplier will ensure that it has read and understood the notification requirements expected of them and will establish and maintain appropriate measures to prevent 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 made to individuals and sub-contractors for their services to the extent to which the Supplier is liable therefor under the Contract; (ii) any other direct or indirect expenses incurred by the Supplier, its Personnel and sub-contractors; (iii) any insurance coverage which may be necessary or desirable for the purposes 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 respect to any of these matters referred to in this Article I.4(f).

11.5 The Contract will not, without the prior written consent of UNICEF, assign, transfer, pledge or make any 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 notice of time to be given by the Party to cancel a default under the Contract, nor any delay or failure by the Party to exercise any other right or remedy available to it under the Contract, will be deemed to prejudice the rights or remedies available to it under the Contract.

11.7 The Supplier will not seek or be subject to 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 authorize or otherwise make public disclosure of commercial advantage or goodwill that it has a contractual relationship with UNICEF or the United Nations. Except as regards references to the name of UNICEF for the purposes of annual reports or communications between the Parties and 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 business or otherwise without the written permission of UNICEF.

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

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

11.11 The provisions of Articles 2.8, 2.9, 3.4, 3.5, 4, 5, 7, 8, 9, 11, 12, 11.4(c), 11.6 and 11.8 will survive delivery of the Goods and the expiry or earlier termination of the Contract.