

INVITATION TO BID

LITB-2026-9205727

02 September 2026

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

Medical Laboratory supplies

**Interested bidders are requested to submit their bids to:
rwasupply@unicef.org not later than 15 September 2026 before 5:00p.m**

Further bidding Instructions:

- Both Local and International bidders are required to submit their bids in US Dollars, but competitive local bidders will be paid in Rwf equivalent to the UN prevailing exchange rate.

Specifications:

- Submit bids with detailed specifications, documented in brochures, catalogues, brands and models.

Standards and Certification:

- Evidence that the item meets international safety and quality standards (for example, relevant ISOs, CE, FDA, Rwanda FDA) certificates.

- Certificate of Analysis

- GMP Certificate

Experience:

Experience must be more than 3 years for similar contracts, justified by at least 3 references.

Financial statements:

- Provide audited financial statements for recent 2 years

Registration and Compliance:

- Legal documents: Business Registration Certificate are required

- Delivery capability: Clearly state the ability to deliver (indicate the lead time)

THIS INVITATION TO BID HAS BEEN:

Prepared By:

Jane Kayiraba *Jane Kayiraba*

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

Email : jkayiraba@unicef.org

Verified By:

Grace Ingabire

Grace Ingabire

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- 9205727** 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
---------	------------------	---------------	------------	--------

SCHEDULE NO: 1 EVDPRESUPPL

00010	U484650	465 each		
-------	---------	----------	--	--

465 packs (pack of 10) of Moore swabs, sterile cotton/gauze, 20#30 g, individually wrapped

Sterile cotton or gauze; 20#30 g; individually packaged; single-use; for passive deployment through rubber grommet port

00020	U484650	46 each		
-------	---------	---------	--	--

46 packs (pack of 100) of Sterile Whirl-Pak filter bags, 500 mL, FILTER MEDIA type

500 mL capacity; FILTER MEDIA panel essential (liquid drains through, fibres retained); fold-and-clip closure; one per swab.

00030	U484650	281 each		
-------	---------	----------	--	--

281 bottles (250 mL bottle) of Zymo DNA/RNA Shield, 250 mL, 2× concentrate

RNA preservation reagent; add within 15 minutes of swab retrieval; 25 mL per sample (Tier 1 border sites only); Tier 2 sites use cold-chain only (within 30 min of hub); Zymo R1100-250

00040	U484650	1531 each		
-------	---------	-----------	--	--

1531 bottles (1 L bottle) of PBS pH 7.4, RNase-free, 1 L bottles

1×; no Ca²⁺/Mg²⁺; RNase-free; sterile-filtered; for swab elution (300 mL/swab) and pellet resuspension (1.5 mL/sample)

00050	U484650	50 each		
-------	---------	---------	--	--

50 units of Rubber grommets, EPDM flanged, 12#25 mm bore + threaded cap

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	EPDM or neoprene; flanged exterior (seats flush on pipe); bore 12#25 mm; threaded cap for sealing between deployments; pipe-grade; wastewater-resistant			
00060	U484650	100 each		
	100 packs (pack of 50) of Stainless-steel sinker weights, 5#10 g			
	Corrosion-resistant; one per swab deployment; centres swab in pipe flow; non-reusable after biohazardous contact			
00070	U484650	10 each		
	10 spools (100 m spool) of Monofilament nylon line, #500 g tensile, 100 m spool			
	Clear; 0.3#0.5 mm diameter; #500 g tensile strength; for swab suspension through grommet port			
00080	U484650	100 each		
	100 rotating stock (unit) of 500 mL sterile wide-mouth collection bottles, polypropylene, autoclavable			
	Polypropylene; autoclavable; wide-mouth; leak-proof screw cap; graduated; clear; reusable rotating stock			
00090	U484650	20 each		
	20 rolls (roll of 500) of Waterproof sample labels, cryogenic-rated #80°C			
	Adhesive; #80°C rated; waterproof ink; 38×25 mm; for bottle labelling at field site and cryovial labelling			
00100	U484650	64 each		
	64 packs (unit) of HOB0 MX2301 gel ice packs and cold boxes # consumables			
	Re-freezable gel ice packs 500 g#1 kg; non-toxic; for cold-chain maintenance at 4°C #8 h per cold box trip			

Item No	Item Description	Quantity/Unit	Unit Price	Amount
00110	U484650	203 each		
	203 containers (1 kg container) of Polyethylene glycol (PEG) 8000, BioUltra #99%, 1 kg			
	BioUltra or ReagentPlus; CAS 25322-68-3; #99% purity; molecular biology grade; hygroscopic # store dry and sealed.			
00120	U484650	33 each		
	33 kg (kg) of Sodium chloride (NaCl), ReagentPlus RNase-free, 1 kg			
	ReagentPlus #99%; DNase/RNase-free; CAS 7647-14-5. Sigma cart ordered S7653-250G (BioXtra, 250g) # UPGRADE TO S9625 (ReagentPlus, RNase-free)			
00130	U484650	41 each		
	41 jars (500 g jar) of Beef extract powder, for microbiology, 500 g			
	BD Difco Beef Extract or equivalent; CAS 8013-17-0; for virus co-precipitation in PEG protocol.			
00140	U484650	132 each		
	132 bags (bag of 500) of 50 mL Falcon tubes, RNase/DNase-free, conical			
	Polypropylene; conical; RNase/DNase-free certified; graduated; self-standing; sterile; bags of 500			
00150	U484650	20 each		
	20 racks (rack) of Tube racks for 50 mL Falcon tubes			
	Holds #20 tubes upright; autoclavable polypropylene; stable base			
00160	U484650	16 each		

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	16 rolls(roll) of Parafilm 4-inch roll 4 inch × 250 ft; PM-996; laboratory sealing film for sealing 50 mL tube caps during overnight 4°C PEG 16 rolls (roll) of M, 4-inch roll precipitation			

00170 U484650 10 each

10 jars (500 g jar) of Skimmed milk powder, fat-free, for microbiology

#0.5% fat; lab-grade or food-grade; for skimmed milk backup concentration Matrix D.

00180 U484650 4 each

4 bottles (500 mL bottle) of Hydrochloric acid, 37%, ACS reagent

Concentrated; 37%; CAS 7647-01-0; prepare 5 M HCl for skimmed milk pH drop (Matrix D).
CORROSIVE.

00190 U484650 3 each

3 packs of each (pack of 10 sachets each) of pH calibration buffers, pH 4.0 and pH 7.0, NIST-traceable

Single-use sachets; NIST-traceable; 20 mL per sachet; for monthly 2-point calibration of Oakton pH 6 meters

00200 U484650 20 each

20 kits(250-prep kit) of QIAamp FAST DNA Stool Mini Kit, 250-prep (QIAGEN 51606)

QIAGEN 51606; 250 preps; InhibitEX Buffer; AW1; AW2; AE buffers; 220 µL input; RNA recovered in 200 µL; PRIMARY kit for Matrices A, B, D

00210 U484650 10 each

10 kits (50-prep kit) of

RNeasy PowerWater Kit, 50-prep (QIAGEN 31400-50) # MATRIX C MANDATORY

Item No	Item Description	Quantity/Unit	Unit Price	Amount
---------	------------------	---------------	------------	--------

QIAGEN 31400-50; designed for high-humic environmental water; PowerBead bead-beating lysis; MANDATORY for Matrix C (raw sewage/treatment plant manholes)

00220	U484650	2 each		
-------	---------	--------	--	--

2 kits (50-prep kit) of RNeasy PowerWater Kit # Matrix A validation comparator

QIAGEN 31400-50; for head-to-head method comparison vs QIAamp FAST on Matrix A border handwash samples in Q1 validation phase

00230	U484650	4 each		
-------	---------	--------	--	--

4 kits ordered (1 kit (96 reactions) of Cytiva Sera-Xtracta # WITH OneStep pre-extraction cleanup (Matrices A and D only) GE29506009; 96 rxn kit; use ONLY after OneStep-96 pre-extraction cleanup(ZYMD6035); validated for clinical matrices; can be adapted for low-inhibitor wastewater (Matrix A, D) with mandatory pre-treatment.

00240	U484650	20 each		
-------	---------	---------	--	--

20 bottles (100 mL bottle) of InhibitEX Buffer, standalone, 100 mL (QIAGEN 19081)

QIAGEN 19081; supplementary InhibitEX for QIAamp FAST # Moore swab matrices deplete kit-supplied volume faster than clinical samples

00250	U484650	28 each		
-------	---------	---------	--	--

28 units (unit) of Rubber grommets, EPDM flanged # additional for toilet drain installations

EPDM; flanged; 12#25 mm bore; threaded cap; wastewater-rated; for toilet convergent drain pipes. Toilet drains may have smaller bore (50#75 mm) than handwash station pipes # confirm pipe dimensions at each site before ordering bore size

Item No	Item Description	Quantity/Unit	Unit Price	Amount
00260	U484650	15 each		
	15 vials (1 mg vial) of BSA, nuclease-free, 20 mg/mL # MATRIX E STANDARD RT-qPCR additive Molecular grade; nuclease-free; CAS 9048-46-8; add 0.1#0.5 mg/mL final to ALL Matrix E RT-qPCR runs. Bile salts from toilet wastewater specifically denature reverse transcriptase and Taq polymerase # BSA is mandatory, not optional, for this matrix			
00270	U484650	5 each		
	5 vials (vial) of Internal Amplification Control (IAC) # MATRIX E RECOMMENDED in every well			
	Synthetic RNA IAC; detected on ROX or Cy5 channel; added to RT-qPCR for Matrix E samples; negative IAC = inhibition = result INVALID			
00280	U484650	8 each		
	8 bottles (100 mL bottle) of InhibitEX Buffer, standalone 100 mL # additional for Matrix E high fecal load			
	QIAGEN 19081; supplementary InhibitEX; Matrix E fecal matrices deplete InhibitEX faster than other matrices due to very high organic load			
00290	U484650	6 each		
	8 bottles (100 mL bottle) of InhibitEX Buffer, standalone 100 mL # additional for Matrix E high fecal load			
	QIAGEN 19081; supplementary InhibitEX; Matrix E fecal matrices deplete InhibitEX faster than other matrices due to very high organic load			
00300	U484650	1 each		
	6 kits (250-prep kit) of QIAamp FAST DNA Stool Mini Kit # additional kits for Matrix E			
	QIAGEN 51606; PRIMARY extraction kit for Matrix E.			

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	InhibitEX chemistry was developed for stool and is the most appropriate chemistry for undiluted fecal matrix from toilet drains			
00310	U484650	1 each		
	1 vials (vial) of BDBV synthetic RNA positive control # additional vial for Matrix E LOD calibration Same as Section 7: sequence-verified; quantified by dPCR; 10# copies/iL; for establishing Matrix E-specific LOD in Q1 validation			
00320	U484650	120 each		
	1 vial (500 mg vial) of Bile acid sodium salt mixture # inhibitor spike for Matrix E QC validation Mixed bile acids (sodium deoxycholate, sodium taurocholate, sodium glycocholate); for spiking positive controls to validate BSA inhibitor removal in Matrix E RT-qPCR; CAS various			
00330	U484650	12 each		
	12 packs (pack of 100) of Sterile Whirl-Pak filter bags 500 mL # additional for Matrix E Same as Section 1; filter media type; 500 mL; one per swab; toilet drain eluate may contain solid particulates requiring filter bag			
00340	U484650	35 each		
	12 packs (pack of 100) of Sterile Whirl-Pak filter bags 500 mL # additional for Matrix E Same as Section 1; filter media type; 500 mL; one per swab; toilet drain eluate may contain solid particulates requiring filter bag			
00350	U484650	35 each		
	35 bottles (250 mL bottle) of Zymo DNA/RNA Shield 250 mL # additional for Matrix E toilet drain sites Zymo R1100-250; RNA preservation; add within 15 min of swab retrieval; 25 mL per sample for Tier 2 toilet sites at existing Tier 1 locations; for toilet sites at bus stations and community sites: cold-chain if within 30 min of hub			

Item No	Item Description	Quantity/Unit	Unit Price	Amount
00360	U484650	23 each		
	35 bags (bag of 500) of 50 mL Falcon tubes # additional for Matrix E samples Polypropylene; conical; RNase/DNase-free; bags of 500; two-step pre-clarification for Matrix E requires 2 pre-clarification tubes per sample			
00370	U484650	10 each		
	23 kits (50-prep kit) of PowerClean Pro Cleanup Kit, 50-prep (Qiagen 12997-50) # MATRIX B MANDATORY Qiagen (MoBio) 12997-50; post-extraction cleanup; removes humic acids, disinfectants, blood proteins; spin-column format; RNA-compatible			
00380	U484650	20 each		
	10 kits (kit (192 cleanups) of OneStep-96 PCR Inhibitor Removal Kit(ZYMD6035) # Matrix C mandatory, Matrix B backup, pre-extraction for Sera-Xtracta workflow Zymo ZYMD6035; 96-well plate format; 192 cleanups per kit; removes humic acids, heavy metals, polyphenols; 2-min protocol; works on RNA. Also used as PRE-extraction cleanup when Sera-Xtracta is the extraction kit for Matrix A/D. CART: 1 kit ordered # increase to 10 total			
00390	U484650	30 each		
	10 kits (kit (192 cleanups) of OneStep-96 PCR Inhibitor Removal Kit (ZYMD6035) # Matrix C mandatory, Matrix B backup, pre-extraction for Sera-Xtracta workflow Zymo ZYMD6035; 96-well plate format; 192 cleanups per kit; removes humic acids, heavy metals, polyphenols; 2-min protocol; works on RNA. Also used as PRE-extraction cleanup when Sera-Xtracta is the extraction kit for Matrix A/D. CART: 1 kit ordered # increase to 10 total			
00400	U484650	10 each		
	30 aliquots (1 mL aliquot) of Betaine monohydrate, 5 M solution, molecular biology grade CAS 107-43-7; PCR enhancer; add 1 M final concentration in RT-qPCR; reduces inhibitor-related polymerase failure in high-humic matrices			

Item No	Item Description	Quantity/Unit	Unit Price	Amount
00410	U484650	10 each		

10 vials (250 µg vial) of T4 Gene 32 Protein, 10 mg/mL #
third-line escalation Matrix B
Single-stranded DNA binding protein; competes with
inhibitors for polymerase binding sites; use at 2.5 µg per 25 µL reaction

00420	U484650	2 each		
-------	---------	--------	--	--

10 vials (vial) of Internal Amplification Control (IAC) RNA # MS2 or in vitro transcript

Synthetic RNA IAC; detected on ROX or Cy5 channel (not FAM/HEX); added to EVERY RT-qPCR well
for Matrix B and C; negative IAC = inhibition = result INVALID

00430	U484650	12 each		
-------	---------	---------	--	--

2 vials (1 g vial) of Humic acid sodium salt # inhibitor QC
standard CAS 68131-04-4; spike into positive controls during Q1
validation to confirm OneStep kit removes humic acids from Matrix C extracts

00440	U484650	150 each		
-------	---------	----------	--	--

12 bottles (500 mL bottle) of RNaseZap RNase
decontamination solution,
500 mL Spray or wipe solution; for bench, pipette, and equipment
decontamination before Matrix B and C extraction runs

00450	U484650	28 each		
-------	---------	---------	--	--

150 packs (pack of 250) of 1.5 mL LoBind microcentrifuge
tubes, RNase-free (Eppendorf)
Eppendorf LoBind; low nucleic acid binding surface;
RNase-free certified; pack of 250. LoBind MANDATORY - standard
tubes cause RNA loss at low environmental titres

00460	U484650	80 each		
-------	---------	---------	--	--

28 packs (pack of 500) of 2.0 mL microcentrifuge tubes,
RNase-free Standard; RNase/DNase-free; graduated; pack of 500

Item No	Item Description	Quantity/Unit	Unit Price	Amount
00470	U484650	12 each		
	80 bottles (500 mL bottle) of RNase-free water, DEPC-treated, 500 mL DEPC-treated; nuclease-free; molecular biology grade; open one bottle per run and discard after use			
00480	U484650	100 each		
	12 bottles (100 mL bottle) of Nuclease-free TE buffer, 10 mM Tris / 0.1 mM EDTA, pH 8.0 Nuclease-free; pH 8.0; for primer and probe reconstitution to 100 iM master stock. Sigma cart ordered 8890-100ML × 2 # CORRECT PRODUCT			
00490	U484650	10 each		
	100 packs (pack of 100) of Cryogenic vials, 2 mL, externally threaded, sterile Polypropylene;#196°C rated; externally threaded; self-standing; sterile; pack of 100			
00500	U484650	140 each		
	10 kits (100-assay kit) of Qubit RNA HS Assay Kit RNA High Sensitivity; 0.2#100 ng/iL; 100 assays per kit; requires Qubit fluorometer			
00510	U484650	6 each		
	140 tubes (5 mL tube) of TaqPath 1-Step RT-qPCR Master Mix CG, 5 mL # PRIMARY master mix Thermo Fisher A15300; 1-step RT+PCR; ~250 reactions per 5 mL tube at 20 iL; compatible with FAM/ZEN/BHQ (BDBV probe) AND FAM/MGB (PEDV and MNV probes). PRIMARY reagent for all three probes			
00520	U484650	22 each		
	6 rolls (roll of 100 sheets) of # Bio-Rad Microseal B optical adhesive sealing film MSB1001; optically clear; heat-stable to >95°C; CFX96/CFX1000 compatible; 100 sheets per roll. CART LINE 14 (Breathe-Easy Z380059) IS WRONG - gas-permeable membrane causes evaporation and reaction failure			

Item No	Item Description	Quantity/Unit	Unit Price	Amount
00530	U484650	1 each		
	22 packs contingency if MTC fails (pack of 25 plates) of 96-well hard-shell PCR plates Low-profile; 0.1 mL; CFX96/CFX1000 compatible. CART: 200 MTC Bio semi-skirted plates (MTCP9601S) # TEST ONE ON CFX1000 BEFORE USING ALL. Backup: Bio-Rad HSP-9655 if MTC incompatible			
00540	U484650	4 each		
	1 lot (lot) of MNV extraction control virus stock - spike BEFORE extraction Murine norovirus; titre-verified; aliquoted at #80°C; spike into PEG pellet BEFORE QIAamp FAST or PowerWater extraction; monitors extraction efficiency			
00550	U484650	40 each		
	4 vials (vial) of BDBV synthetic RNA positive control # in vitro transcript Sequence-verified; quantified by dPCR; covers BDBV RT-qPCR assay amplicon region; 10# copies/iL stock; for LOD calibration curves across all 4 matrix types			
00560	U484650	30 each		
	40 boxes (box of 100) of Heavy-duty nitrile gloves, 8#10 mil, sizes Mand L 8#10 mil thickness; powder-free; chemical-splash resistant; double-gloving mandatory at all field wastewater handling steps			
00570	U484650	20 each		
	30 boxes (box of 100) of Standard nitrile examination gloves, sizes bS/M/L 5 mil; powder-free; inner glove layer and general lab use			
00580	U484650	12 each		
	20 packs (pack of 25) of Disposable laboratory coats, fluid-resistant Single-use; Level 1 or 2; fluid-resistant; for concentration and extraction steps			
00590	U484650	20 each		
	12 units of Safety goggles, splash-proof, indirect vent, reusable Indirect vent; anti-fog; ANSI Z87.1 or EN 166 rated; reusable with decontamination between sessions			

Item No	Item Description	Quantity/Unit	Unit Price	Amount
00600	U484650	48 each		
	20 boxes (box of 20) of Face masks, FFP2 or N95, individually packaged FFP2 (EN 149) or N95 (NIOSH); for open manipulation of wastewater concentrates in BSC			
00610	U484650	36 each		
	48 bottles(500 mL bottle) of 70% ethanol spray bottles, 500 mL Ready-to-use 70% aqueous ethanol; spray bottle; for field PPE and surface decontamination			
00620	U484650	6 each		
	36 bottles (1 L bottle) of Sodium hypochlorite 10%, 1 L - liquid waste inactivation 10% NaOCl; 10% final concentration × 30 min contact time for liquid waste water inactivation			
00630	U484650	18 each		
	6 boxes (box of 100) of Biohazard waste bags, 50 L, red, autoclavable Polypropylene; autoclavable; biohazard marked; heat-sealable			
00640	U484650	760 each		
	18 packs (pack of 100) of Absorbent bench pads, disposable, 45×60 cm Absorbent top layer; polyethylene backing; disposable			
00650	U484650	1500 each		
	760 racks (rack of 96) of Aerosol-barrier filter tips, 10#20 iL, RNase-free Pre-sterilised; aerosol barrier; individually racked; 96-tip rackb			
00660	U484650	720 each		

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	1500 racks (rack of 96) of Aerosol-barrier filter tips, 200 µL, RNase-free Pre-sterilised; aerosol barrier; individually racked; 96-tip rack			
00670	U484650	2 each		
	720 racks (rack of 96) of Aerosol-barrier filter tips, 1000 µL, RNase-free Pre-sterilised; aerosol barrier; individually racked; 96-tip rack			
00680	U484650	4 each		
	2 kits (250-prep kit) of PowerSoil Pro Kit - RNA aliquot extraction (Aliquot 1) QIAGEN 47014; PowerBead Pro bead-beating; accepts RNA-containing aliquot; total nucleic acid output; 250-prep kit. Use same kit as DNA extraction but on separate aliquot. 2 kits already listed in main workbook for DNA aliquot - add 2 more for RNA aliquot			
00690	U484650	2 each		
	4 kits (50-prep kit) of RNA purification - RNeasy MinElute Cleanup Kit after PowerSoil Pro QIAGEN 74204; 50-prep; removes PowerSoil Pro inhibitors specifically from RNA fraction; concentrates RNA into smaller volume (14 µL elution); improves downstream RT efficiency			
00700	U484650	2 each		
	2 kits (96-rxn kit) of Qiagen FastSelect RNA Removal Kit - Environmental Cat. 334387; removes bacterial (16S/23S) and eukaryotic (18S/28S) rRNA from total RNA; validated for complex environmental matrices including wastewater; probe-based hybridisation + RNase H digestion; 96 rxn per kit; compatible with downstream RT and KAPA library prep			

Item No	Item Description	Quantity/Unit	Unit Price	Amount
00710	U484650	4 each		
	2 vials (vial (500 U) of RNase H, 2 U/iL - RNA template degradation after rRNA hybridisation RNase H enzyme; degrades RNA strand of RNA:DNA hybrid formed during FastSelect probe hybridisation; 2 U/iL; 500 U per vial; CAS N/A			
00720	U484650	11 each		
	2 vials (vial (500 U) of RNase H, 2 U/iL - RNA template degradation after rRNA hybridisation RNase H enzyme; degrades RNA strand of RNA:DNA hybrid formed during FastSelect probe hybridisation; 2 U/iL; 500 U per vial; CAS N/A			
00730	U484650	5 each		
	11 vials (vial (10,000 U) of SuperScript IV Reverse Transcriptase, 10,000 U Thermo Fisher 18090010; MMLV-based; high thermal stability (55°C optimal); reduced RNase H activity preserves template; superior cDNA yield from degraded/fragmented environmental RNA; 200 U per 20 iL reaction; 10,000 U per vial = 50 reactions			
00740	U484650	2 each		
	5 vials (vial (250 iL, 100 iM) of Random hexamer primers, 100 iM, RNase-free Random hexamer mix; 100 iM; RNase-free; used at 2 iL per 20 iL RT reaction; primes cDNA synthesis across ALL RNA species regardless of sequence or structure; 250 iL per vial = 125 reactions at 2 iL			

Item No	Item Description	Quantity/Unit	Unit Price	Amount
---------	------------------	---------------	------------	--------

00750	U484650	15 each		
-------	---------	---------	--	--

2 vials (1 mL vial (1 mg/mL) of Actinomycin D, 1 mg/mL solution - strand-displacement inhibitor
CAS 50-76-0; add 0.5 µg/mL to RT reaction; inhibits second-strand synthesis during first-strand cDNA synthesis, reducing spurious antisense strand products from structured RNA; improves specificity of first-strand cDNA for viral metagenomics

00760	U484650	6 each		
-------	---------	--------	--	--

15 vials (vial (1,500 U) of RNase inhibitor, recombinant, 40 U/µL # protect RNA during RT
Recombinant RNase inhibitor; add 1 µL per 20 µL RT reaction; protects RNA template from RNase degradation during extended incubation; 1,500 U per vial = 37 reactions

00770	U484650	24 each		
-------	---------	---------	--	--

6 kits (kit (96 rxn) of NEBNext Second Strand Synthesis Module
NEB E6111L; 96 rxn per kit; converts first-strand cDNA to ds-cDNA using DNA Pol I, RNase H, and DNA ligase; reaction at 16°C × 2.5 h; generates blunt-ended ds-cDNA compatible with KAPA HyperPlus PCR-Free input

00780	U484650	4 each		
-------	---------	--------	--	--

24 bottles (bottle (5 mL) of AMPure XP beads - post-second-strand cleanup and size selection
Beckman Coulter A63880; 5 mL per bottle; 0.8× bead ratio for ds-cDNA cleanup removes enzyme, primers, and small fragments (<100 bp); additional bottles required for new RT and second-strand steps

Item No	Item Description	Quantity/Unit	Unit Price	Amount
00790	U484650	6 each		

4 kits (kit (96 rxn) of KAPA HyperPlus PCR-Free Kit -
REVISED QUANTITY
(4 kits, was 3)
Roche/KAPA KK8514; 96 rxn per kit; enzymatic
fragmentation + adapter
ligation without PCR; accepts BOTH dsDNA (from
PowerSoil Pro) AND
ds-cDNA (from second-strand synthesis); MANDATORY
for AMR resistome
(prevents PCR copy number bias) AND recommended for
viral metagenomics
cDNA (reduces amplification artefacts)

00800	U484650	8 each		
-------	---------	--------	--	--

6 kits (kit (96 rxn) of KAPA HyperPrep Kit # CAPseq
pre-capture library
(UNCHANGED, confirmed)
Roche/KAPA KK8504; 96 rxn per kit; ligation-based with
amplification;
accepts RNA (after RT and second-strand synthesis) for
pre-capture
library; amplification step is REQUIRED for CAPseq to
generate
sufficient library mass for hybridisation capture

00810	U484650	4 each		
-------	---------	--------	--	--

8 kits (kit (16 rxn) of Twist Comprehensive Viral Research
Panel v2
(CVP2)
Biotinylated RNA probes; >2,500 viral species including:
Filoviridae
(BDBV/EBOV/MARV/TAFV), SARS-CoV-2, Influenza
A/B/C, Measles, Rubella,
Poliovirus, HAV/HBV/HCV/HEV, Dengue, Chikungunya,
Zika, Mpox/MPXV, RSV,
Norovirus GI+GII, Adenovirus; 16 rxn per kit; PRIMARY
broad-spectrum
viral panel for WES-1 and WES-2

00820	U484650	4 each		
-------	---------	--------	--	--

4 kits (kit (16 rxn) of Twist Filoviridae-specific enrichment
panel
Targeted biotinylated RNA probes for Filoviridae family:
BDBV, EBOV,
MARV, TAFV; higher probe density than CVP2 for

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	filovirus-specific deep sequencing; enables clade identification, outbreak linkage, and genomic surveillance; 16 rxn per kit			
00830	U484650	4 each		
	4 vials (vial (1 mL) of Dynabeads MyOne Streptavidin C1 magnetic beads, 1 mL 10 mg/mL streptavidin-coated magnetic beads; bead-based capture of biotinylated Twist probes + hybridised target fragments; one use per capture reaction; do not freeze-thaw repeatedly			
00840	U484650	6 each		
	4 kits (kit (100 rxn) of KAPA HiFi HotStart ReadyMix # post-capture PCR enrichment High-fidelity PCR; 8#12 amplification cycles after Twist hybridisation capture; enriches captured library to sufficient mass for sequencing; 100 rxn per kit			
00850	U484650	4 each		
	6 plates (plate (96 pairs) of xGen Normalase UDI Adapter Plate (IDT) # Illumina dual indexing Unique dual index (UDI) adapters; 96 pairs per plate; prevents index hopping on patterned Illumina flow cells; mandatory for NextSeq 2000 and NovaSeq; single-use per library			
00860	U484650	4 each		
	4 sets (set (2 primers) of 16S rRNA primers V3-V4 with Illumina overhang adapters 341F (CCTACGGGNGGCWGCAG) + 806R (GGACTACNVGGGTWTCTAAT) with full Illumina adapter overhang sequences; HPLC-purified; lyophilised			

Item No	Item Description	Quantity/Unit	Unit Price	Amount
---------	------------------	---------------	------------	--------

00870	U484650	2 each		
-------	---------	--------	--	--

4 kits (kit (200 rxn) of KAPA2G Robust PCR Kit # 16S
rRNA amplification
2× KAPA2G Robust ReadyMix; high-fidelity GC-tolerant
PCR; designed for
inhibitor-rich environmental templates; outperforms
standard Taq for
Matrix B, C, and E extracts; 200 rxn per kit

00880	U484650	33 each		
-------	---------	---------	--	--

33 bottles (bottle (5 mL) of AMPure XP SPRI magnetic bead cleanup # library prep cleanup steps

Beckman Coulter A63880; 5 mL per bottle; 0.8× bead ratio; removes adapters, primers, enzymes, small
fragments <100 bp; used after adapter ligation, post-capture PCR, after 16S PCR, and final library
cleanup

00890	U484650	5 each		
-------	---------	--------	--	--

33 bottles (bottle (5 mL) of AMPure XP SPRI magnetic
bead cleanup #
library prep cleanup steps
Beckman Coulter A63880; 5 mL per bottle; 0.8× bead
ratio; removes
adapters, primers, enzymes, small fragments <100 bp;
used after
adapter ligation, post-capture PCR, after 16S PCR, and
final library
cleanup

00900	U484650	5 each		
-------	---------	--------	--	--

5 kits (kit (100 assays) of Qubit RNA HS Assay Kit - RNA
quantification
after rRNA depletion
Thermo Fisher Q32852; RNA High Sensitivity; 0.2#100
ng/μL; 100 assays
per kit; run after rRNA depletion to confirm depletion
efficiency
(expect >10× reduction in total RNA); and after RNeasy
MinElute cleanup
to confirm recovery

Item No	Item Description	Quantity/Unit	Unit Price	Amount
---------	------------------	---------------	------------	--------

00910	U484650	4 each		
-------	---------	--------	--	--

5 kits (kit (100 assays) of Qubit dsDNA HS Assay Kit - cDNA and ds-cDNA quantification
Thermo Fisher Q32854 (assay kit for use with Qubit 4); dsDNA HS; 10 pg/iL#120 ng/iL; 100 assays per kit; for quantifying first-strand cDNA yield, ds-cDNA after second-strand synthesis, and KAPA PCR-free library yield

00920	U484650	10 each		
-------	---------	---------	--	--

4 kits (kit (25 chips) of Agilent RNA 6000 Pico Kit - RNA integrity check before RT
Agilent 5067-1513; RNA integrity number (RIN) measurement on Bioanalyzer 2100; for environmental RNA samples before rRNA depletion and RT; confirms RNA is present and not fully degraded (RIN >2 acceptable for environmental RNA)

00930	U484650	4 each		
-------	---------	--------	--	--

4 bottles (50 mL (prepare from T9285 dilution) of Nuclease-free TE 0.1×
ds-cDNA and first-strand cDNA storage
10 mM Tris-HCl pH 8.0 / 0.1 mM EDTA; for cDNA storage at #20°C between steps; lower EDTA than standard TE avoids inhibiting downstream enzymatic reactions; prepare by diluting T9285 1:10 with nuclease-free water

00940	U484650	20 each		
-------	---------	---------	--	--

4 bottles (50 mL (prepare from T9285 dilution) of Nuclease-free TE 0.1×
ds-cDNA and first-strand cDNA storage
10 mM Tris-HCl pH 8.0 / 0.1 mM EDTA; for cDNA storage

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	at #20°C between steps; lower EDTA than standard TE avoids inhibiting downstream enzymatic reactions; prepare by diluting T9285 1:10 with nuclease-free water			

00950	U484650	8 each		
	20 packs (pack of 250) of 1.5 mL LoBind tubes, RNase-free # additional for RT and second-strand steps Eppendorf LoBind; low nucleic acid binding surface; RNase-free; mandatory for all cDNA intermediate storage # standard tubes cause significant cDNA loss			

00960	U484650	7 each		
	8 packs (pack of 100 strips) of PCR strip tubes with caps, 0.2 mL, RNase-free # for RT reactions 0.2 mL; individually capped or 8-strip; RNase-free; for RT thermal cycler reactions in 20 iL volume on standard PCR block at 55°C			

00970	U484650	12 each		
	7 kits (kit (100 rxn) of KAPA Library Quantification Kit - Illumina platform (KK4854) qPCR-based library quantification before flow cell loading; platform: Illumina; 100 rxn kit; MANDATORY - incorrect quantification causes under/over-clustering			

00980	U484650	4 each		
	12 kits (tape (16 samples) + reagent kit) of Agilent High Sensitivity D1000 ScreenTape + reagents (TapeStation 4200) Agilent 4200 TapeStation; High Sensitivity D1000			

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	ScreenTape cat. 5067-5584 + reagents cat. 5067-5585; size range 35#1,000 bp; for library fragment size QC after adapter ligation; target insert size 300#600 bp for CAPseq and metagenomics; 1 tape = 16 samples; order tape and reagents in equal quantities			

00990	U484650	4 each		
	4 vials (vial) of ZymoBIOMICS Microbial Community Standard D6300 Mock community standard; 8 bacteria + 2 fungi at defined ratios; validates metagenomics library prep and bioinformatics pipeline accuracy			

01000	U484650	2 each		
	4 vials (vial) of ZymoBIOMICS Spike-In Control II D6321 # extraction normalisation Spike-in standard added to wastewater samples before extraction; tracks extraction efficiency; normalises between samples and batches for AMR resistome comparison			

01010	U484650	10 each		
	2 vials (vial) of ATCC Virome Standard MSA-1015 Defined virome community; DNA and RNA phages + enteric viruses; for validating viral metagenomics and CAPseq pipelines			

01020	U484650	6 each		
	10 kits (kit (100 assays) of Qubit dsDNA HS Assay Kit # library quantification between steps Fluorometric dsDNA; high sensitivity 10 pg/iL # 100 ng/iL; 2 iL sample; for quantification between library prep steps			

01030	U484650	24 each		
-------	---------	---------	--	--

Item No	Item Description	Quantity/Unit	Unit Price	Amount
---------	------------------	---------------	------------	--------

6 vials (vial) of PhiX Control v3 # sequencing spike-in per run
Illumina PhiX control library; spike at 1% v/v for CAPseq and
metagenomics runs, up to 10% for low-diversity 16S amplicon runs; monitors base-calling quality and sequencing error rate per flow cell

01040	U484650	16 each		
-------	---------	---------	--	--

24 kits (kit) of NextSeq 1000/2000 P3 Reagent Kit, 300-cycle # CONFIRM INSTRUMENT FIRST
Paired-end 2×150 bp; 300-cycle; ~130M reads per run. VERY IMPORTANT:
instrument models differ: NextSeq 2000 P3 (cat. 20046812) # NextSeq
550 MID (FC-404-2003) # NovaSeq 6000 S4 # these are NOT
interchangeable. Includes flow cell + reagent cartridge + buffer cartridge

01050	U484650	7 each		
-------	---------	--------	--	--

7kits (kit (24 barcodes) of Rapid Barcoding Kit 24 V14 (SQK-RBK114.24) #
outbreak response
Oxford Nanopore SQK-RBK114.24; V14 chemistry for R10.4.1 flow cells; 24
barcodes per kit; 10-minute library preparation; transposase-based
fragmentation; no PCR; minimum input 400 ng DNA or cDNA; for rapid BDBV
full-genome sequencing from RT-qPCR positive samples

01060	U484650	8 each		
-------	---------	--------	--	--

16 flow cels : R10.4.1 Flow Cell (FLO-MIN114) # GridION
Oxford Nanopore R10.4.1 pore chemistry; FLO-MIN114 format for GridION; #1,500 active pores
minimum; 72 h run capacity; store at 2#8°C; use within 3 months of manufacture date; up to 3 washes
per flow cell with EXP-WSH004 wash kit

Item No	Item Description	Quantity/Unit	Unit Price	Amount
01070	U484650	4 each		
	8 kits (kit (per library) of Ligation Sequencing Kit V14 (SQK-LSK114) # metagenomics Oxford Nanopore SQK-LSK114; V14 chemistry for R10.4.1 flow cells; ligation-based library prep; higher yield than rapid kit; compatible with low-input environmental DNA/cDNA; 90-minute preparation; for metagenomics spot-check of monthly pooled high-risk site samples			
01080	U484650	4 each		
	4 kits (kit (24 barcodes) of Native Barcoding Kit 24 V14 (SQK-NBD114.24) # sample multiplexing Oxford Nanopore SQK-NBD114.24; 24 native barcodes; for multiplexing up to 24 samples per GridION run; use with SQK-LSK114 ligation libraries; native barcoding preserves long-read length integrity			
01090	U484650	2 each		
	4 kits (kit) of Flow Cell Wash Kit (EXP-WSH004) # flow cell regeneration Oxford Nanopore EXP-WSH004; washes and regenerates used flow cells; up to 3 washes per flow cell; extends usable pore count between runs; use between runs on the same day or after overnight storage at 4°C			
01100	U484650	4 each		
	2 vials (vial) of Sequencing Positive Control (ENB-PCTR001) # ONT run QC Oxford Nanopore ENB-PCTR001; lambda DNA control; run before first production sequencing to validate flow cell and library prep; expected output >500 Mb in 1 hour confirms flow cell and chemistry are functional			
01110	U484650	1 each		

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	4 bottles (bottle) of Oxford Nanopore Flush Buffer (FB) # flow cell priming Flush Buffer; primes flow cell before loading library; included with SQK-LSK114 kit but consumed faster during multi-run protocols; order separately for extended use			
01120	U484650	4 each		
	1 kit (kit (96 barcodes) of PCR Barcoding Expansion Kit (EXP-PBC096) # additional barcodes for outbreak 96 additional PCR barcodes; for large outbreak scenarios requiring >24 sample multiplexing; compatible with SQK-RBK114.24 rapid workflow			
01130	U484650	2 each		
	4 kits (kit (100 assays) of Qubit dsDNA BR Assay Kit # input quantification for ONT libraries Broad Range dsDNA assay; 2#1,000 ng/iL; for quantifying high-molecular-weight DNA input before ONT library prep; HS kit (already in Section 10.H) may underestimate HMW DNA # BR kit more accurate for intact environmental DNA above 100 ng/iL			
01140	U484650	1 each		
	2 tubes (500 rxn tube) of KiCqStart One-Step Probe RT-qPCR ReadyMix # VALIDATION USE ONLY KCQS07-500RXN; 500 rxn per tube; for Bio-Rad, Cepheid, Eppendorf systems; CART: 2 tubes ordered. MGB probe compatibility with KiCqStart unconfirmed # validate side-by-side with TaqPath before clinical use			

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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	

SCHEDULE NO: 2 EVD

01160 U484650 1 each

1 lot (lot (free via MTA) of PEDV process control virus
stock - spike
BEFORE PEG concentration
Porcine Epidemic Diarrhea Virus; titre-verified; aliquoted at
#80°C;
spike at 1.21×10# GC/L in total eluate volume before
splitting into 50
mL tubes for PEG concentration

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	

SPECIAL NOTES

- Bids submitted after the deadline, time and addressed to other addresses besides the given will be unconsidered.
- Submitted bids must be easily identified by the tender number and title.

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.

ANNEX A

GENERAL TERMS AND CONDITIONS

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

ANNEX A

GENERAL TERMS AND CONDITIONS

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

ANNEX A

GENERAL TERMS AND CONDITIONS

- (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.

ANNEX A

GENERAL TERMS AND CONDITIONS

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.