REQUEST FOR PROPOSAL

LRFP-2020-9157769

06 May 2020

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

National consultancy to provide technical support to MoHSP in development and operationalization of cold chain equipment deployment plan and facilitating of monitoring and maintenance of cold chain equipment
THIS REQUEST FOR PROPOSAL HAS BEEN:

Prepared By:

Nurillo Nosirov
(To be contacted for additional information, NOT FOR SENDING OFFERS)
Email : nnosirov@unicef.org

Verified By:

Toseef Ahmad Khan

Digitally signed by Toseef Ahmad Khan
Date: 2020.04.22 10:07:21 +05'00'

Toseef Ahmad Khan
BID FORM

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

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

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

The Undersigned, having read the Terms and Conditions of INVITATION No. LRFP-2020-9157769 set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Signature: __________________________________________

Date: __________________________________________

Name & Title: ________________________________________

Company: __________________________________________

Postal Address: ______________________________________

Tel No: ____________________________________________

Fax No: ____________________________________________

E-mail Address: _____________________________________

Validity of Offer: ___________________________________

Currency of Offer: __________________________________

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

10 Days 3.0%_____ 15 Days 2.5%_____ 20 Days 2.0%_____ 30 Days Net_____

Other Trade Discounts________________________
<table>
<thead>
<tr>
<th>Item No</th>
<th>Item Description</th>
<th>Quantity/Unit</th>
<th>Unit Price</th>
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<tr>
<td>00010</td>
<td></td>
<td>1 Perf. unit</td>
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National consultancy to provide technical support to the Ministry of Health and Social Protection in development and operationalization of cold chain equipment deployment plan and facilitating of monitoring and maintenance of cold chain equipment.

**Incoterms & Delivery Requested**

**Packing**

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**Lead Time & Related Charges**

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SPECIFIC TERMS AND CONDITIONS

Terms of Reference
National consultancy to provide technical support to the Ministry of Health and Social Protection in development and operationalization of cold chain equipment deployment plan and facilitating of monitoring and maintenance of cold chain equipment

Consultancy Mode: National
Type of Contract: Institutional
Location: Dushanbe, Tajikistan with travel to field locations
Duration of Contract: from April 2020 to December 2021

BACKGROUND

Tajikistan achieved and sustained high immunization coverage for all antigens in the past five years. Despite the success, the Ministry of Health and Social Protection of Population (MoHSPP) and development partners are concerned with the expected decrease in the immunization outcomes as a result of a declining trends in the administrative data for immunization. The MoHSPP together with the development partners have identified the main bottlenecks of achieving immunization outcomes and have proposed interventions to address them through the Health System Strengthening (HSS) initiative.

In September 2015, the Global Alliance for Vaccines and Immunisation (GAVI) approved the second Health System Strengthening (HSS) grant for Tajikistan for five years. The project aims to achieve full immunization coverage in low performing and hard-to-reach areas through strengthening of the public health system. The implementation of the project started in the mid of 2017. Most activities supported by the GAVI HSS grant will be implemented in 10 selected districts (Vanj, Lakhsh, Tojikobod, Sangvor, Dusti, Sh. Shohin, Khovaling, Balujuvon, Panjakent, and Kuhiston-Mastchoh), except enhancement and upgrading of cold chain capacity, which will be implemented countrywide.

Currently, the HSS project is implemented by MOHSP in conjunction with three UN agencies namely UNICEF, WHO and UNDP. UNICEF with the responsibility for outreach, communication and the cold chain components of the project. The enhancement cold chain capacity is one of the most significant component of the project.

In addition to this, GAVI approved country’s application for the Cold Chain Equipment Optimization Platform (CCEOP) funding. The first shipment of the cold chain equipment arrived and distributed based on the Costed Operational Deployment Plan (CODP) for the first year of the project. In regard to both the HSS and CCEOP projects, UNICEF is assigned to support MOHSP in development of the operational development plan, procurement, distribution, installation, and establishment of the maintenance system for the cold chain equipment. For this purpose, UNICEF seeks for a national expert institution to provide technical support to the Ministry of Health and Social Protection in development, implementation, and monitoring of cold chain equipment operational deployment plan.

OBJECTIVES
The proposed consultancy aims to provide technical support to MOHSP in development and operationalization of cold chain equipment operational deployment plan, facilitate monitoring and maintenance of cold chain equipment delivered in the country within the HSS and CCEOP projects.

MAJOR TASKS TO BE ACCOMPLISHED:
The contracted national institute will be responsible for the tasks as stipulated below:
1. Provide support to the RCIP in developing Operational Deployment Plan at health facility level for the year 2 and year 3 of the CCEOP projects.
2. Provide technical consultation and support RCIP in development of distribution plan, installation and training of the procured and planned cold chain equipment (within the HSS project) at national and subnational levels.
3. Facilitate the training sessions on use and maintenance of the upcoming cold chain equipment.
4. Provide support to MOHSP/RCIP in customs clearance process of cold chain equipment.
5. Supervise and monitor delivery of supplies to the final consignee, facilitation during handover of equipment and completing warranty documents, etc.
6. Undertake field visits for coordination and monitoring of installation and use of the delivered and cleared cold chain equipment at district and facility level.
7. Support the MOHSP/RCIP with developing a training plan and providing on-job training for relevant Expended Program of Immunization (EPI) staff, including the Immunization logistics manager on coordination, planning, monitoring and supporting implementation of cold chain and immunization logistics across all levels of the supply chain in the country.
8. Provide support in identifying the defect of the existing prequalified equipment at national, sub-national and district level. Provide support in the process of repair and maintenance of the prequalified equipment based on the developed maintenance plan (Cold Chain Maintenance and Repair Plan).
9. Prepare monthly reports on the activities and provide recommendations for smooth project implementation.
10. Perform other duties related to the CCEOP and HSS projects application and implementation.

METHODOLOGY
To accomplish the set objectives and tasks the national institution is expected to closely work with the experts from MoHSPP, HSS and National Logistic Group members, and district/city health managers and assist in delivering and installation for cold chain equipment maintenance/repair. Conduct on-job training to EPI managers and cold chain technicians on cold chain equipment installation and its maintenance. Undertake field visit to all the project districts and monitor the installation and the use of the provided cold chain equipment. Meet with key stakeholders and provide technical support on cold chain related issues. Work with MOHSP and service providers to ensure the developed maintenance plan is followed when repairing and maintaining the equipment.

DELIVERABLES, TIME FRAME AND PAYMENT SCHEDULE (see the attached TOR)

Payment Schedule:
1. Upon completion of del. 1 - 6%
2. Upon completion of del. 2 - 25%
3. Upon completion of del. 3-6 - 19%
4. Upon completion of del. 7-8 - 7%
5. Upon completion of del. 9 - 18%
6. Upon completion of del. 10 - 16%
7. Upon completion of del. 11-14 - 9%

UNICEF reserves the right to withhold all or a portion of payment if performance is unsatisfactory, if work/output is incomplete, not delivered, or for failure to meet deadlines. In a case of serious dissatisfaction with the performance the contract may be terminated in line
with UNICEF procedure in such matters and as spelled out in the contract. The request for services under this contract will require the prospective companies to indicate their financial offer for the services to be provided (inclusive of fees, travel and accommodation costs).

DURATION OF THE ASSIGNMENT
Estimated duration of this assignment is starting from April 2020 until 31 December 2021. The decision on its further extension will be taken based on the performance, programme needs and availability of resources.

PLACE OF WORK
The contracted institution will be based in Dushanbe with travel to the field.

REQUIRED QUALIFICATION
- The company should have a State License for all types of activities required by this TOR such as related to the installation, maintenance and repair of equipment operating using substances that deplete the ozone layer;
- At least five years of experience in installation, repair, maintenance and commissioning of refrigeration equipment;
- The team members should have higher / secondary technical education in the following areas: mechanical engineer, climate engineer, refrigeration electrician or related fields with an emphasis on cold chain management;
- The team members must have certificates for activities related to the use of F-gas (HFC) equipment and Hydrocarbons (HC), as well as the safe and efficient use of flammable HC refrigerants;
- At least two years# experience in cold chain equipment for vaccines on installation, maintenance, developing SOPs (standard operating procedures) in the related field and experience in conducting trainings and facilitation.
- Relevant expertise and consultancy experience with international/UN organizations in the field of public health with focus on EPI or Cold Chain management. Prior experience with UNICEF would be an advantage.
- The team members should be fluent in spoken and written Russian and Tajik. Knowledge of English language is an asset.
- The team members should possess good interpersonal communication skills.

REPORTING ARRANGEMENTS
The national expert institution will directly report to the Health Specialists of UNICEF Tajikistan, under the overall supervision of Chief, Health and Nutrition section of UNICEF Tajikistan. The national institution should work collaboratively and communicate clearly with UNICEF, MoHSPP, National, Oblast and Districts EPI managers and other key stakeholders such as WHO and UNDP. This includes:
- Working in a collaborative, respectful, and sensitive manner
- Maintaining clear, ongoing communication with UNICEF team throughout the consultancy period
- Participating in regular team meetings with the key stakeholders

The evaluation of the national expert institution shall be completed based on the timely submission of the deliverables, and accuracy and quality of the products delivered.
Request for submission

# A technical proposal with proposed methodology/approach to managing the project, showing understanding of tasks and work plan (no price information should be contained in the technical proposal).
Proposal evaluation

The evaluation methodology is based on a highest combined score (based on the 70% technical offer and 30% price weight distribution).

After the opening, each proposal will be assessed first on its technical merits and subsequently on its financial value price. The proposal with the best overall value, composed of technical merit and price, will be recommended for approval. UNICEF will set up an evaluation panel composed of technical and procurement staff and their conclusions will be forwarded to the internal UNICEF Contracts Review Committee or other relevant approving authority. The evaluation panel will first evaluate each response for compliance with the requirements of this Terms of Reference. Responses deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions contained in these Terms of Reference, including provision of all required information, may result in a response or proposal being disqualified from further consideration.

The overall weighting between technical and price evaluation will be based on the predefined criteria. The technical component will account for 70% of the total points allocated and the financial component (commercial evaluation) will account for 30% of the total points allocated.

Technical evaluation

The proposals will be evaluated against the following technical criteria:

1.1 Completeness of the proposal and responsiveness to the TOR (5 pts)

1.2 At least five years of experience in installation, repair, maintenance and commissioning of refrigeration equipment (10 pts)

2.1 At least two years' experience in cold chain equipment for vaccines on installation, maintenance, developing SOPs (standard operating procedures) in the related field and experience in conducting trainings and facilitation (10 pts)

2.2 The team members should have higher / secondary technical education in the following areas: mechanical engineer, climate engineer, refrigeration electrician or related fields with an emphasis on cold chain management (10 pts)

2.3 The team members must have certificates for activities related to the use of F-gas (HFC) equipment and Hydrocarbons (HC), as well as the safe and efficient use of flammable HC refrigerants (10 pts)

2.4 Relevant expertise and consultancy experience with international/UN organizations in the field of public health with focus on EPI or Cold Chain management. Prior experience with UNICEF would be an advantage (5 pts)

3.1 Quality of the proposed methodology, detailed timeline (work plan), consultations. The proposal should detail the proposed approaches based on the TOR requirements. (10 pts)

3.2 Availability of the relevant License for all types of activities required by this TOR such as related to the installation, maintenance and repair of equipment operating using substances that deplete the ozone layer (10 pts)

Only Proposers obtaining a minimum of 49 points in Technical Criteria evaluation will be
considered for the Financial Evaluation.

Commercial evaluation
The price/cost of each of the technically compliant proposals shall be considered only after evaluation of the above technical criteria. A maximum 30 point assigned to the financial proposal will be allocated to the lowest financial proposal. All other price proposals will receive scores in inverse proportion according to the following formula:
Score for price proposal A = (Maximum score for price proposal * Price of lowest priced proposal)/Price of proposal A.
As a result of the financial evaluation, the points of each proposal will be taken into further consideration in the final evaluation.

The bidders should ensure that all pricing information is provided in accordance with the following:
a) The currency of the proposal shall be in Tajik Somoni for the local Proposers and invoicing must be in the same currency.
b) All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization.
SPECIAL NOTES

1. MARKING AND RETURNING PROPOSALS

1.1 Proposals shall be submitted in the manner indicated in the cover page of this document (emailed or by sealed letter).

1.2 The Request for Proposal Form must be signed and submitted together with the Proposal. The Request for Proposal Form should be signed by the duly authorized representative of the submitting company.

1.3 Proposals must be clearly marked with the LRFP number and send to UNICEF Tajikistan NO LATER THAN 6 May 2020, 3 pm (GMT+5 Dushanbe time).

1.4 Proposers should note that Proposals received in the following manners will be invalidated:

   a) with incorrect e-mail or postal address;
   b) received after the stipulated closing time and date;
   c) failure to quote in the currency(ies) stated in the LRFP;
   d) in a different form than prescribed in the LRFP.

1.5 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this LRFP, paying particular attention to its Terms of Reference/Statement of Work and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service need. The Technical Proposal Template is attached as Annex B.

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

1.6 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the Terms of Reference/Statement of Work for this LRFP.

1.7 E-MAILED PROPOSALS (Electronic submission of Proposals)

1.7.1 All e-mailed Proposals must be submitted to dushanbe@unicef.org, the ONLY ACCEPTABLE E-MAIL ADDRESS for receipt of Proposals. No other recipient should be "Cc" or "Bcc" in the e-mail submission.

1.7.2 Proposals can be sent in batches not to exceed UNICEF's e-mail size quota of five (5) megabytes per e-mail.

1.7.3 All e-mail communication in relation to the Proposal must clearly indicate the reference LRFP number followed by the company name (e.g. Vendor Ltd for LRFP-2020-[INSERT LRFP NO.]) in the "Subject" line of the e-mail.

1.7.4 All Proposals submitted by e-mail must be submitted as PDF (Portable Document Format) files. Email links (e.g. to documents to be downloaded from cloud based folders) are not acceptable unless otherwise specifically requested. Proposals submitted as a link or through a link will be invalidated.

1.7.5 Technical Proposal and Price Proposal must be sent as separate files and clearly indicated in the file name; e.g. [INSERT LRFP NO.] Technical Proposal.pdf; [INSERT LRFP NO.] Price Proposal.pdf. No price information should be provided in the Technical Proposal.
1.8 SEALED PROPOSALS (SUBMISSION BY LETTER)

1.8.1 The Proposal must be sent for the attention of the Supply Unit of UNICEF Tajikistan, 5/1 Lohuti Street, Dushanbe, Tajikistan (Tel: +992 44600 0190/91/92). Proposals not sent in this manner will be disqualified.

They must be clearly marked as follows:

* Outer sealed envelope:
  Name of company
  LRFP-2020-[INSERT LRFP NO.]
  UNICEF Tajikistan
  For the attention of the Supply Unit
  5/1 Lohuti Street, Dushanbe, Tajikistan (Tel: +992 44600 0190/91/92).

* Inner sealed envelope - Technical Proposal (1 original): Name of company, LRFP number - technical proposal

* Inner sealed envelope - Price Proposal (1 original): Name of company, LRFP number - price proposal

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

Interested companies are requested to submit the following documents:

- Technical proposal (template is attached):
  - A technical proposal with proposed methodology/approach to managing the project, showing understanding of tasks and work plan (no price information should be contained in the technical proposal).
  - Filled Supplier Profile form (Annex A).
  - Copy of the license allows to perform the required activities.
  - The proposed technical team curriculum vitae (CV) with attachment of the copy of certificates for activities related to the use of F-gas (HFC) equipment and Hydrocarbons (HC).
  - A sample of previous work undertaken in the last two years.

Financial proposal (template is attached):
- financial offer/budget

2. OPENING OF PROPOSALS

2.1 Proposals received prior to the stated closing time and date will be kept unopened. Proposals will be opened at the date and time specified in the RFP documents, and no Proposals received thereafter will be considered.

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

2.3 In case when a Public Opening is held, the invited proposers, or their authorized representative, may attend the public Proposal opening at the time, date and location
3. UNGM REGISTRATION

3.1 UNICEF is part of the United Nations Global Marketplace (UNGM). Accordingly, all proposers are requested to become a UNICEF vendor by creating a vendor profile and submitting their national incorporation license/certificate at the Level 1 stage of vendor registration process in the UNGM website: www.ungm.org

3.2 Please note that UNGM registration, including provision of national incorporation license/certificate, should be submitted as soon as possible and is a mandatory requirement for any eventual award.

4. REQUEST FOR INFORMATION
4.1 Any request for information or question should be forwarded to tad-procurement@unicef.org
INSTRUCTION TO BIDDERS

1. MARKING AND RETURNING PROPOSALS

1.1 Proposals shall be submitted in the manner specified earlier in this solicitation document. Detailed submission guidance at paragraphs 1.7, 1.8 and/or 1.9 should then be followed accordingly.

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

1.3 Proposals must be clearly marked with the RFP(S) number and the name of the company submitting the Proposal.

1.4 Proposers should note that Proposals 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 RFP(S);
d) in a different form than prescribed in the RFP(S).

1.5 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this RFP(S), paying particular attention to its schedules/Terms of Reference/Statement of Work and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service/goods need.

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

1.6 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the schedules/Terms of Reference/Statement of Work for this RFP(S).

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.7.2 The Proposal must be sent for the attention of unit/team and address as specified in this RFP/RFPs. Proposals not sent in this manner will be disqualified.

1.7.3 They must be clearly marked as follows:

* Outer sealed envelope:
  Name of company
  [RFP(S) NO.]
  [NAME OF UNIT & UNICEF OFFICE ADDRESS]

* Inner sealed envelope - Technical Proposal (1 original and 2 copies): Name of company, RFP(S) number - technical proposal

* Inner sealed envelope - Price Proposal (1 original and 2 copies): Name of company, RFP(S) number - price proposal

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

1.7.4 In case of any discrepancy between an original and a copy, the original will prevail.

1.7.5 Any delays encountered in the mail delivery will be at the risk of the Proposer.

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.8.2 Faxed Proposals must be returned to the ONLY ACCEPTABLE FAX NUMBER for Proposals as specified in this RFP(S) Document. Proposers should note that Proposals received at any other fax number will be invalidated.

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.9.2 All e-mailed Proposals 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. Proposals not sent in this manner will be disqualified.

1.9.3 All Proposals submitted by e-mail must be submitted as email attachments. The Technical Proposal and Price Proposal must be sent as separate attachments and clearly indicated as such in the file name (e.g., Company ABC Technical Proposal, Company ABC Price Proposal). Email links (e.g., to documents to be downloaded from cloud based folders) are not acceptable unless otherwise specifically requested. Proposals submitted as a link or through a link will be invalidated.

2. OPENING OF PROPOSALS

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

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

2.3 In cases when a Public Opening is held, the invited proposers, or their authorized representative, may attend the public Proposal opening at the time, date and location specified in the RFP(S) documents.

3. UNGM REGISTRATION

3.1 UNICEF is part of the United Nations Global Marketplace (UNGM). Accordingly, all proposers 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 on an RFP(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 meanings:

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

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

"Contractor" means the party 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 internationally 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 "CIF") 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 subcontractors and other representatives.

"Price" is defined in Article 3.1.

"Supplier" is the supplier named in the Contract.

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

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combating Fraud and Corruption, the UNICEF's Policy on Conflict Preventing the Prevention and Safeguarding of Children, 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 at the effective date of the Contract.

2. Delivery; Inspection; Risk of Loss

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

2.2 The Supplier will use its best efforts to accommodate reasonable requests for changes of any kind for 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 prejudice to any other provision of the Contract.

2.3 The Supplier acknowledges that UNICEF may measure the Supplier's performance under the Contract. The Supplier agrees to provide full cooperation with such performance monitoring, at its own 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 pre-advancing.

Inspection

2.4 UNICEF or the Contractor (of 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 Contractor with regard to such inspection. The Supplier acknowledges that any inspection of the Goods by or on behalf of UNICEF or the Contractor does not constitute a determination that the specifications for the Goods set out in the Contract (including the mandatory technical requirement) 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 Contractor carries out an inspection of the Goods.

Delivery and 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 Contractor by the delivery date(s) stipulated in the Contract, the Supplier will (a) immediately consult with UNICEF to determine the most expedient means for delivering the Goods, and (b) use an expedited means of delivery. At the Supplier's cost (unless the delay is due to force majeure as defined in Article 5.7 below), if reasonably requested by UNICEF to do so. Partial delivery 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:

(a) UNICEF can reject and refuse to accept any or all of the Goods (including those that do not 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 request, the Supplier will promptly replace the rejected Goods with Goods of equal or better quality (and will be responsible for all costs incurred in such replacement) or UNICEF may exercise any of 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 5.1 below;

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

2.7 Further to Article 5.6 below, the Supplier expressly acknowledges that if, in respect of any non-conformance, 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-conforming Goods.

Risk of Loss; Title to Goods

2.8 Risk of loss, damage or destruction of Goods supplied under the Contract, and responsibility for arranging and paying for freight and insurance, will be governed by the
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GENERAL TERMS AND CONDITIONS

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, reimbursement or other claim(s) (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 (unless prior notification being waived by the Suppliers), UNICEF will promptly notify the Supplier after it has exercised such right of set-off, explaining the reason for such set-off, provided however that the failure to give such notification will not affect the validity of such set-off.

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or by other authorized agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Supplier of amounts such audits or audits determined were not in accordance with the Contract regardless of the reasons for such payments (including but not limited to the actions or omissions of UNICEF staff and other personnel).

4. REPRESENTATIONS AND WARRANTIES: Indemnification; Insurance

4.1 The Supplier represents and warrants that as of the effective date and throughout the term of the Contract: (a) it has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is in good faith, valid and binding obligation, enforceable against it in accordance with its terms; (b) it has, and will maintain throughout the term of the Contract, all rights, licenses, authorizations and necessary, if 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, current, 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, trademark or trade-secret; (f) it has not and will not enter into any agreement or arrangement that restricts or restricts any person’s rights to use, sell, dispose of or otherwise deal with the Goods; (g) if 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 is fulfillment commitments in 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 package), conform to the quality, quantity and specifications for the Goods stated in the Contract, and the conditions of the Contract, and the condition of the Goods at the time of delivery, and that the Goods are free from any defects, ordinary or serious, and are equipped with all necessary apparatus, and (g) are not subject to any lien or other encumbrance.

5.2 UNICEF will have the right to terminate or refuse to make any payment under the Contract if the Supplier is in breach of its obligations under the Contract.

5.3 UNICEF may terminate the Contract at any time by giving the Supplier written notice and the Supplier will not be entitled to any payment under the Contract.
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Indemnification

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

4.7 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Supplier within a reasonable period of time after having received actual notice. The Supplier will have sole control of the defense, settlement and compromise of any such suit, proceeding, claim or demand except with respect to the receivers or defense of the privileges and immunities of UNICEF or any matter relating to UNICEF's privileges and immunities (including matters relating to UNICEF's relations with Host Governments), which are between the Supplier and UNICEF, and not UNICEF itself (or relevant governmental entities) will assert and maintain. UNICEF will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

Insurance

4.8 The Supplier will comply with the following insurance requirements:

(a) The Supplier will have and maintain in effect, with reputable insurers and in sufficient amounts of insurance against all of the Supplier's risks (including, but not limited to, the risk of claims arising out of or related to the Supplier's performance of the Contract), 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 coverages referred to in paragraphs (a)(i) through (a)(iii) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable indemnification periods with respect 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 (c) above, the insurance policies for the Supplier's insurance required under this Article 4.8 will (i) name UNICEF as an additional insured; (ii) include a waiver of the insurer of any subrogation rights against UNICEF; and (iii) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellations or changes 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 losses, destruction or damage to UNICEF's property caused by the Supplier's Personnel or sub-contractors in the performance of the Contract.

5. Intellectual Property and Other Proprietary Rights; Confidentiality

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights with respect 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 from, 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 subject only to authorized UNICEF officials or agents or transmitters 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.

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.

(e) 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

(f) 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 entirely 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 to take such other action as may be appropriate, and (b) will then advise the relevant authority that requested disclosure. UNICEF may disclose the Supplier's Confidential Information to the extent required pursuant to regulations or regulations of its governing bodies.

5.4 The Supplier may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior authorization of UNICEF, nor will the Supplier at any time use such information to promote advantage.
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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(e).

6. Termination; Force Majeure

6.1 Termination by Either Party for Material Breach

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

Additional Termination Rights of UNICEF

6.2 In addition to the termination rights under Article 6.1 above, UNICEF can terminate the Contract with immediate effect upon delivery of a written notice of termination, without any liability for termination charges or any other liability of any kind:
(a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or
(b) if the Supplier breaches any of the provisions of Articles 5.3-5.4 (Confidentiality); or
(c) if the Supplier is adjudged bankrupt, or is insolvent, or becomes insolvent, or applies for a moratorium or any stay on any payment or repayment obligations, or applies to be declared insolvent, or is granted a moratorium or a stay, or is declared insolvent; (iv) makes an assignment for the benefit of one or more of its creditors; (v) has a receiver appointed on account of insolvency of the Supplier; (vi) offers a settlement in lieu of bankruptcy or receivership; or (vii) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that unreasonably substantially affects 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 reputation applicable to the performance of the Contract or UNICEF's funding applicable to the Contract is tarnished or terminated, whether in whole or in part. UNICEF can also terminate the Contract upon notice (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, so 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 taxes or damages which may be suffered by UNICEF by reason of the Supplier's default (excluding but not limited to cost of the purchase and delivery of replacements or substitute goods).

6.6 The concurrent 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 in 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, rebellion, 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 acts 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 payments required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or loss of availability; or (d) any event resulting from hostilities or logistical challenges for the Supplier (excluding 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, for work under the Contract, rely on qualified 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 an official of UNICEF or of any United Nations System organization has received from or on behalf of the Supplier, or will be offered by or on behalf of the Supplier, any direct or indirect benefit in connection with the Contract including the award of the Contract to the Supplier. Such direct or indirect benefits 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, be a consultant of the Supplier or present to UNICEF, about any matters that were within such former official's responsibilities while in 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 solicitation 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 regulatory or other international or government regulatory or financial sanctions. The Supplier will immediately inform UNICEF if it or any of its Affiliates, Personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Contract.

7.4 The Supplier will (a) observe the highest standards of ethics; (b) use its best efforts to prevent UNICEF from fraud, in the performance of the Contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combating Fraud and Corruption. In particular, the Supplier will not engage, and will ensure that its Personnel, agents and subcontractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as described in the definition of UNICEF's Policy Prohibiting and Combating Fraud and Corruption.

7.5 The Supplier will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations, applicable and/or imposed by the United Nations Global Marketplace website - www.un marketplace.org)

7.6 The Supplier further represents and warrants that neither it nor any of its Affiliates, or Personnel, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out in the
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According to the Rights of the Child, including Article 32, of the International Labour Organization's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of any person's property or components utilized in the manufacture of anti-personnel mines.

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

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

7.9 The Supplier acknowledges and agrees that each of the provisions in this Article 7 constitutes an essential term of the Contract.

(a) UNICEF will be entitled, in its sole discretion and at its sole choice, to suspend or terminate the Contract and any other agreement between UNICEF and the Supplier and the immediate effect upon written notice to the Supplier and the Contract and all other agreements, or to exercise any remedy or right that is inconsistent with, or the Supplier breaches any of, the understandings and confirmations provided in this Article 7 or the equivalent provisions of any agreement 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 inspections, 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 issue the suspension by written notice to the Supplier and the Contract and all other agreements, or to exercise any remedy or right that is inconsistent with, or the Supplier breaches any of, the understandings and confirmations provided in this Article 7 or the equivalent provisions of any agreement between UNICEF and the Supplier or any of the Supplier's Affiliates. The Supplier shall be notified of the Supplier's compliance with the provisions of Article 7 above. The Supplier will provide written notice of its compliance with the procedures of Article 7.3. The Supplier will provide written notice of its compliance with the procedures of Article 7.3. The Supplier will provide written notice of its compliance with the procedures of Article 7.3. The Supplier will provide written notice of its compliance with the procedures of Article 7.3.

(c) Any suspension or termination under this Article 7 will be without any liability for termination or other charges or any other liability of any kind.

8 Full Cooperation with Audits And Investigations

8.1 From time to time, UNICEF may conduct investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the manner in which the contract operates or performed, and the Performance of the Contract generally and including but not limited to the Supplier's compliance with the provisions of Article 7 above. The Supplier shall provide such full and timely cooperation with any such inspections, post-payment audits or investigations, including but not limited to making available Personal 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 the Supplier timely access to the Supplier's premises at reasonable times and on reasonable conditions in connection with making available in any relevant data and documentation available. The Supplier shall require its sub-contractors and their agents, including, but not limited to, the Supplier's current employees, representatives, or agents, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

9.2 The Supplier shall be responsible for providing all the necessary personal, equipment, material and supplies and for making all arrangements necessary for the performance of its obligations under the Contract.

11.1 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 Supplier principal and agent or joint venturer.

11.4 (a) Except as expressly provided in the Contract, the Supplier will be responsible at its sole cost for providing all the necessary personal, equipment, material and supplies and for making all arrangements necessary for the performance of its obligations under the Contract.

11.6 The Supplier will be fully responsible and liable for all services performed by it 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 be considered in any respect as being the employees or agents of UNICEF.

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(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 subcontractors for their services in relation to the performance of the Contract; (ii) any action, omission, negligence or misconduct of the Contractor, its Personnel and subcontractors; (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 subcontractors' personnel; or (v) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel and subcontractors' 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 encumber any of the rights or obligations under the Contract.

11.6 No joint of time to be a Party to exec a default under the Contract, nor any delay or omission by a Party to exercise any other right or remedy available to it under the Contract, will be construed 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 incurred against any monies due or to become due under the Contract.

11.8 The Supplier will not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNICEF or the United Nations, except as regards references to the name of UNICEF for the purposes of annual reports or communications between the Parties and between the Supplier and its Personnel and subcontractors. 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, not any additional contractual relationships 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), 13.6 and 11.8 will survive delivery of the Goods and the expiry or earlier termination of the Contract.