

## REQUEST FOR PROPOSAL

LRFP-2024-9190437

28 May 2024

## UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

### Sustainable Procurement of Solarization of Ministry of Primary and Secondary Education Audio-Visual Studios.

UNITED NATIONS CHILDREN'S FUND (UNICEF) ZIMBABWE wishes you to invite you to submit proposal for the above-mentioned bid. Proposals forwarded by mail must contain written title that allows the receiving mail agents to identify the email. The mailing email address for the proposals is: bidszim@unicef.org

#### IMPORTANT -ESSENTIAL INFORMATION:

The reference: #ZIM/2024-9190437 for Solarization of Ministry of Primary and Secondary Education Audio-Visual Studios" must be written on the email that contain the Technical Proposal and, on the email, containing the Financial Proposal. The Proposals MUST be received at the above address by latest 10:00 hours Harare local time on 28 June 2024. All emailed Bid response must be submitted to the ONLY Acceptable email addresses which is: bidszim@unicef.org. Emailed proposals should be in PDF Version and proposal should be properly marked with bid number and subject LRFP ZIM/2024 #9190437 for #Solarization of Ministry of Primary and Secondary Education Audio-Visual Studios". The technical proposal and financial proposal must be sent as separate emails and clearly marked as such in the file name (e.g., Company ABC Technical Proposal, Company ABC Financial Proposal). There will be no public opening (please refer to Clause 2.2).

Potential bidders must indicate their interest in responding to this request for bids.

Site visit at Ministry: 3 June 2024 @10:30am

There will be a pre-bid meeting at 10:30am on the 10th of JUNE 2024. Below are the meeting link details -

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_N2JkM2ExNjEtNzNINi00MjM2LWEzMGQtZGVlNGMzNzgwZmMy%40thread.v2/0?context=%7b%22Tid%22%3a%2277410195-14e1-4fb8-904b-ab1892023667%22%2c%22Oid%22%3a%22ec8c7e01-0568-4158-ae2d-6877be1ae035%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_N2JkM2ExNjEtNzNINi00MjM2LWEzMGQtZGVlNGMzNzgwZmMy%40thread.v2/0?context=%7b%22Tid%22%3a%2277410195-14e1-4fb8-904b-ab1892023667%22%2c%22Oid%22%3a%22ec8c7e01-0568-4158-ae2d-6877be1ae035%22%7d)  
Meeting ID: 385 548 688 590  
Passcode: CBYC8E


**THIS REQUEST FOR PROPOSAL HAS BEEN:**

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**Prepared By:** 

Muhammad Tanveer Hussain  
(To be contacted for additional information, NOT FOR SENDING OFFERS)  
Email : mthussain@unicef.org

**Verified By:**

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Pedro Gonzalez

**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. **LRFP-2024- 9190437** 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.		YES	NO
	The Company and its Management <sup>1</sup> have not been found guilty pursuant to a final judgment or a final administrative decision of any of the following:		
	a. fraud	<input type="checkbox"/>	<input type="checkbox"/>
	b. corruption	<input type="checkbox"/>	<input type="checkbox"/>
	c. conduct related to a criminal organisation	<input type="checkbox"/>	<input type="checkbox"/>
	d. money laundering or terrorist financing	<input type="checkbox"/>	<input type="checkbox"/>
	e. terrorist offences or offences linked to terrorist activities	<input type="checkbox"/>	<input type="checkbox"/>
	f. sexual exploitation and abuse:	<input type="checkbox"/>	<input type="checkbox"/>
	g. child labour, forced labour, human trafficking	<input type="checkbox"/>	<input type="checkbox"/>
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Company or its Management).	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> #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.	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>
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> ).	<input type="checkbox"/>	<input type="checkbox"/>
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> ).	<input type="checkbox"/>	<input type="checkbox"/>



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 EDU-05-01				
00010		1 Perf. unit		

**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

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## SPECIFIC TERMS AND CONDITIONS

Title: Solarization of Ministry of Primary and Secondary Education Audio-Visual Studios.

### BACKGROUND:

The Ministry of Primary and Secondary Education completed the refurbishment of its Audio-Visual Studios in 2023 with support from UNICEF. The studios are used to produce teaching and learning materials for use in all forms of education delivery methods ranging from radio, tv distance learning and digital learning. The production of materials is much needed to cover the content gap created by the need to diversify content delivery modes. The studios comprise of 2 production studios, 2 recording rooms and one server room. These five rooms need power for air conditioning, lighting, and consumption by the studio equipment. The MoPSE is also applying to the Broadcasting Authority of Zimbabwe (BAZ) to have this studio also function as a broadcasting studio hence reduce costs of broadcasting using commercial television and radio media houses.

### JUSTIFICATION:

The function of the studio is determined by availability of electricity and most importantly uninterrupted service. However, Zimbabwe is experiencing power shortages because of limited national power generation capacity. This has led to long hours of load shedding resulting in more than six hours without electricity. Erratic power supplies to the MoPSE studios hamper the smooth production of teaching and learning materials at a time when there is a lot of demand. The Ministry refurbished the studios to cut production costs of radio, tv and digital learning materials charged by private service providers. As schools embrace distance and digital lessons, there is a lot of demand for these in the sector. To satisfy the demand at reasonable cost MoPSE studios must be equipped with a reliable, cost effective and clean energy to ensure timely production of teaching and learning materials. This project will strengthen the capacity of MoPSE to produce timely, quality, cost effective radio, tv and digital learning content for the nation. The availability of teaching and learning materials for delivery through several channels improves access to these by learners.

### OBJECTIVE:

The overall outcome of this project will be a strengthened capacity to produce teaching and learning materials by MoPSE. The solarization of the studios will enable the department to produce content during normal working hours when the production officers are at work. This will ensure availability of sufficient radio, tv and digital learning content for all national learning platforms.

### SYSTEM SIZE:

The envisaged system should cater for studio equipment lighting and 2 air conditioners each with 1700W power rating. The envisaged system size is 14.85kWp PV/15kVA Inverter/26.5kWh Li Ion Battery Bank

### SCOPE OF THE ASSIGNMENT

- Conduct a site visit to have a detailed assessment of the MoPSE Studios and assess if the roof can carry the required PV array size.
- Provide detailed full quotation for the procurement and installation of the following components at the studio: 14.85kWp PV (27x550W solar panels) 1x48V 15kVA hybrid inverter 26.5kWh (minimum) Li Ion Battery Bank (5x48V 5.3kWh Li Ion Battery). Please note these are the minimum specifications. Modules come in different sizes, and you have the flexibility to use what you deem the best with 550W similarly, the same applies for the battery modules the minimum being 26.5kWh battery bank. The inverter specifications should take into consideration the grid power supplying the building (whether its single or three phase)
- Supply and installation of complete wiring for connecting all the studio equipment wall-mounted trunking with switched socket outlets.
- Integration of all sources of power to the solar system to make a hybrid system.

- Complete protective system for the Solar System, e.g., lightning; voltage and current surges; earthing; RCDs; etc.
- Supply and installation of a solar array structure carrying a minimum of 14.85kWh solar panels.
- Remote Monitoring of the System; Performance tracking and storage of historical information
- Develop a basic Operator and Maintenance manual and, after the set-up is certified, conduct training for the personnel responsible for the day to day running of the studio.
- Carry out 12-month defects liability post-commissioning maintenance, as and-when needed basis.
- 5% retention money shall be applied.

**SPECIFICATIONS AND BILL OF QUANTITIES**

**EQUIPMENT SPECIFICATIONS AND STANDARDS**

Equipment supplied shall conform to SAZ and SABS standards as indicated in Appendix A.

Refer to Table on Particular Equipment Specifications in Annex B:

**BILL OF QUANTITIES SUMMARY (GUIDELINE):**

Item Description		Qty
550W Monocrystalline, TUV, IEEC PV Panels	27	
48V 15kW Hybrid Inverter		1
48V 5.3kWh Li Ion Battery		5
Mounting Structure and accessories to secure PV Array Structure with antitheft mechanisms		
	1	
PV Cables - 6mm2 (Red and Black)	300	
16mm2 Insulated Earth Cable	40	
6mm2 3core Cable		30
DC Breaker - 25A		3
Battery DC Breaker - 125A S/P	5	
600V DC Surge Protector	3	
15Way DC Board - PVC		2
20A AC Breakers - S/P		8
AC Voltage Regulator -30A	1	
Inverter Bypass		1
15Way AC Board - PVC		3
Battery Cabinet		1

**EXPECTED BACKGROUND AND EXPERIENCE**

**QUALIFICATIONS, SPECIALIZED EXPERIENCE AND ADDITIONAL COMPETENCIES**

The assignment requires a highly motivated and competent institutional contractor with the following qualifications and qualities:

- # At least 5 years’ experience in the supply, delivery, and installation of off-grid solar equipment
- # At least 3 years’ experience in the training of users on use and maintenance of solar systems in remote communities
- # Past experience working with UN organizations is an asset

**EVALUATION CRITERIA**

Refer to Evaluation Criteria # Table Annex B

- # The bidders should submit both technical and financial proposals separately.
- # Technical evaluation will consider the best proposed solarization solution, the bidder’s capacity to start and deliver on time the services, compliance, and submission of all required documentation.
- # Financial evaluation will consider lowest cost to specification.



## PAYMENT TERMS

Full / total contract value to be paid upon satisfactory completion of all listed works. No partial payment modality, full payment upon completion of assigned deliverables. Certification of the system will be done by the Ministry of Energy and Power Development.

## GENERAL CONDITIONS: PROCEDURES AND LOGISTICS

Policy both parties should be aware of:

- # No contract may commence unless the contract is signed by both UNICEF and the Contractor.
- # No member of the contracting company may travel prior to contract signature. Zimbabwe Country Office requesting Sections is responsible for all costs related to travel and related to the required assignment.
- # Members of the contracting company will not have supervisory responsibilities or authority on UNICEF budget.

## Appendix A

### APPLICABLE EQUIPMENT STANDARDS

#### STANDARDS REFERENCE TITLE

- ZWS IEC 61646 Thin film terrestrial PV Modules-Design qualification and type approval
- ZWS IEC 61215 Crystalline silicon terrestrial PV Modules Design qualification and type approval
- ZWS IEC 62124 PV stand-alone systems- design verification
- ZWS IEC 62509 Battery charge controllers for PV systems performance and functioning
- ZWS IEC 60904-9 PV Devices-Part 9: Solar simulator performance requirements
- ZWS IEC 60364-7-712 Electrical installations in Buildings Part 7-7 12: Requirements for special installations or locations-Solar PV power supply systems
- ZWS IEC 62109-1 Safety for power converters for use in PV Power Systems-Part 1: general requirements
- ZWS IEC 62109-2 Safety for power converters for use in PV Power Systems-Part 2: requirements for inverters
- IEC 62116 Utility interconnected PV inverters-test procedure of islanding prevention measures
- IEC 61683 PV power conditioners procedures for measuring efficiency
- COMESA ZW HS IEC 61427:2009 Secondary cells and batteries for photovoltaic energy systems (PVES) # General requirements and methods of test
- ZWS 322:1993 Photovoltaic modules
- ZWS 522:1999 Batteries for use in photovoltaic systems
- ZWS 523:1999 Fluorescent lights for use in photovoltaic systems
- ZWS 524:1998 Charge controllers for photovoltaic systems using lead acid batteries.
- ZWS 536:1998 Design, sizing and installation of battery based photovoltaic systems

## PROPOSAL FORM

The PROPOSAL FORM LRFP: ZIM/2024-9190437 for "Solarization of Ministry of Primary and Secondary Education Audio-Visual Studios." must be completed, signed and returned to UNICEF together with your detailed Proposal and supporting documents. The Proposal must be made in accordance with the instructions contained in this Request for Proposal.

It is important that you read all of the provisions of the request for proposal, to ensure that you understand UNICEF's requirements and can submit a proposal in compliance with them. Note that failure to provide complete proposals may result in invalidation of your proposal.

## TERMS AND CONDITIONS OF CONTRACT

Any Institutional Contract resulting from this RFP shall contain UNICEF's General Terms and Conditions and any other Specific Terms and Conditions as detailed herein.

## INFORMATION

a) Any request for information concerning this RFP must be forwarded via e-mail to [mthussain@unicef.org](mailto:mthussain@unicef.org) and copy [amagudhu@unicef.org](mailto:amagudhu@unicef.org), with specific reference to the RFP number and subject. All efforts will be made to provide additional information expeditiously, but any delay in providing such information will not be accepted as a reason for extending the submission date of your proposal.

Requests for additional information or clarifications should be done no later than 14th June 2024 at 11:00 Hrs, Harare local time.

Requests for additional information/clarifications received after this date may not be responded to.

## B. SPECIFIC TERMS AND CONDITIONS:

### 1.1 LIQUIDATED DAMAGES FOR LATE DELIVERY

a. The Contractor should ensure the services are delivered within the quoted days (time) of each order. In case of delay in delivery of the Services, UNICEF will deduct 0.5% of fee for the service per day (for late delivery of any agreed timescale pertaining to completion date(s)) from the Contractor's invoice, up to maximum 10 % of the invoice amount.

### 1.2 CONTRACTUAL PERIOD

The contract will be valid for 365 Days with a possibility of extension of two additional years) based on satisfactory performance.

### 1.3 SUBCONTRACTING

Proposers MUST identify in their offer, any services, which may be offered by themselves, but originate from another contractor. UNICEF must review all subcontracting prior to award.

### 1.4 PRICING

The proposal must detail a cost breakdown of the financial proposal

## RFP TERMS, CONDITIONS AND INSTRUCTIONS

### 2. MARKING AND RETURNING OF PROPOSALS

PROPOSALS must be submitted by email, NO LATER THAN 10:00 hours Harare local time on 28th June 2024. Proposals received in any manner other than as outlined below, and Proposals received after this date and time, will be INVALIDATED.

All emailed Bid response must be submitted to the ONLY Acceptable email addresses which is: [bidzim@unicef.org](mailto:bidzim@unicef.org).

Emailed proposals should be in PDF Version and proposal should be properly marked with bid number and subject LRFP: ZIM/2024-9190437 for "Solarization of Ministry of Primary and Secondary Education Audio-Visual Studios. #The technical proposal and financial proposal must be sent in separate email and clearly marked as such in the file name #LRFP: ZIM/2024-9190437 for Solarization of Ministry of Primary and Secondary Education Audio-Visual Studios".

"<Technical<Company Name> and #LRFP: ZIM/2024-9190437 for Solarization of Ministry of Primary and Secondary Education Audio-Visual Studios". Financial proposal >-< Company Name> and #LRFP: ZIM/2024-9190437 for Solarization of Ministry of Primary and Secondary Education Audio-Visual Studios"

Proposals shall be submitted in English with for both technical and financial proposals, duly signed and dated.

## 2.1 TIME FOR RECEIVING PROPOSALS

Proposals received prior to the stated closing time and date will be kept unopened in the email inbox. The Officer of the Bid Opening Unit will open Proposals at the specified time and no Proposal received thereafter will be considered.

UNICEF will accept no responsibility for a premature opening of a Proposal which is not properly addressed or identified. Any delays encountered in the mail delivery will be at the risk of the Institutional Contractor.

All references to descriptive documents should be included in the appropriate response paragraph, though the documents themselves may be provided as annexes to the proposal/response. The Service Providers must also provide sufficient information in the Technical Proposal to address each area of the Technical Proposal Evaluation to allow the evaluation team to make a fair assessment of the candidates and their proposal.

## 2.2 PUBLIC OPENING OF PROPOSALS

There will not be a public opening of the Technical and Financial Proposals. The Technical Proposals will be opened by an internal UNICEF Bidding Committee at the stipulated opening date and time mentioned above.

A 2-stage procedure will be followed in evaluating proposals, with evaluation of the technical proposal being completed prior to any evaluation of the financial proposal. The evaluators of the technical proposals shall have no access to the financial Proposals until the technical evaluation is completed. Technical Proposals will be evaluated on the basis of their responsiveness to the terms of reference, applying the point system specified as the evaluation criteria. Each Technical Proposal will be given a technical score. Technical Proposals receiving the minimum qualifying points or higher, will be considered technically responsive. After the completion of the technical evaluation, the financial proposal will be opened. Proposals which are considered non-technically compliant and non-responsive, will not be given further consideration.

## 2.3 REQUEST FOR INFORMATION

All requests for information/clarification or queries concerning this RFP must be forwarded via e-mail to [omhungu@unicef.org](mailto:omhungu@unicef.org) and copy [abtadesse@unicef.org](mailto:abtadesse@unicef.org) with specific reference to the RFP number and subject. Only written clarifications by email will be entertained. Please be informed that if the question is of common interest, the answer will be shared with all potential RFP Institutional Contractor.

## 2.4 RFP RESPONSE

Proposers are requested to submit a proposal separated into two sections. Please submit with one(1) original of the technical proposal (2.5)and one (1) original financial proposal(2.8)in a separate email.

## 2.5 TECHNICAL PROPOSAL:

Formal submission requirements

The formal submission requirements as outlined in this Request for Proposal must be followed, e.g. regarding Proposal Form, timing of submission, marking/labelling of emails, etc.

Technical Proposal

The Technical Proposal should address all aspects and criteria outlined in this Request for Proposal, especially in the Terms of Reference detailed in Section A of this Request for Proposal. UNICEF welcomes new ideas and innovative approaches. Technical Proposals must be complete and provide all relevant support documentation to enable the RFP Evaluation Team to adequately assess and evaluate the Proposal.

At a minimum, the Technical Proposal must include:

-Detailed Overview of the Company:

- Profile
- History
- Scope of services
- Management, operations and organizational structure
- Organization (include affiliations or associations with other professional firms and/or consultants)
- Supporting documentation on the financial status of the firm
- Approach to the work, including methodology
- Profile of the Team and qualifications, including CVs of staff and their responsibilities.
- References # Proposer shall provide details of the names, addresses and contact details of 2-3 clients for whom similar services were provided, experience with UN Agencies and non-profit organizations should be noted. UNICEF reserves the right to contact these references without notifying the participating institution/contractor.
- Subcontractors # Participating Institution/contractor must identify and clearly state in their proposal any services which may be subcontracted from another institution/contractor. UNICEF reserves the right to review all subcontracting parties prior to award.

The Technical Proposal should address all aspects and criteria outlined in this Request for Proposal, especially in the Terms of Reference detailed in Section A of this Request for Proposal. UNICEF welcomes new ideas and innovative approaches. Technical Proposals must be complete and provide all relevant support documentation to enable the RFP Evaluation Team to adequately assess and evaluate the Proposal.

#### 2.6 FORMAL SUBMISSION REQUIREMENTS

The formal submission requirements as outlined in this Request for Proposal must be followed, e.g. regarding Proposal Form, timing of submission, etc.

#### 2.7 MANDATORY CRITERIA

All mandatory (i.e. must/have to/shall/should) criteria mentioned throughout this Request for Proposal have to be addressed and met in your proposal.

No financial/price information should be contained in the technical proposal. Any proposal not in compliance with it, the proposal shall be invalidated, and the proposer would be disqualified.

#### 2.8 FINANCIAL PROPOSAL:

One original financial proposal must be submitted in a separate email clearly labelled.

Pricing information shall not appear in any other part of the Technical Proposal(s) scoring 70 % (=Score of 49 out of 70) or more following Proposal Evaluation will be listed and included for review of Analysis and Evaluation on the Financial Offer.

#### 2.9 CHECKLIST TO GUIDE PROPOSERS IN SUBMISSION OF PROPOSALS:

- Proposal Form filled in and signed
- Email for technical proposal
- Electronic version of Technical proposal (One original)
- Technical proposal does not contain prices
- Document is marked as follows:
- Name of company, RFP number and subject, "Technical Proposal"

#### Email for Financial Proposal

- Financial proposal (One original)
- Electronic version of the financial proposal
- Separate email
- Email is marked as follows:
- Name of company, RFP number and subject: "Financial Proposal"

1 Main email

- Containing Proposal Form, email for technical proposal, and email for financial proposal
- Email is marked/labelled as per details in 2.

2.10 CORRECTIONS, MODIFICATION AND WITHDRAWAL

Erasures or other corrections in the proposal must be explained and the signature of the proposer shown alongside. Proposers are expected to examine all instructions pertaining to the work. Failure to adequately cover all technical and financial aspects will be at the proposer's own risk and disadvantage.

All changes to a Proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and that it supersedes the earlier Proposal or states the changes from the original Proposal.

Proposals may be withdrawn on written or faxed request received from Proposers prior to the opening time and date. Negligence on the part of the Proposer provides no right for the withdrawal of the Proposal after it has been opened.

2.11 VALIDITY OF PROPOSALS

Proposals should be valid for a period of not less than 90 days after RFP opening and must be signed by an authorized representative of the Proposer in question. Proposals must indicate the period of validity as UNICEF reserves the right to consider or award additional contracts against the Best and Final Offer (BAFO) if requests for identical services are received during the validity period of the Proposal. UNICEF may also request the validity period to be extended if necessary.

2.12 PAYMENT TERMS

UNICEF'S standard payment terms are net 30 days after delivery of contractual milestones agreed to in the Contract, acceptance of the deliverables by UNICEF and receipt of Company's Invoice in duplicate. Payment will be affected by bank transfer in the currency of billing.

2.13 LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Contractor will be unable to deliver the services by the delivery date stipulated in the Contract, the Contractor shall (i) immediately consult with UNICEF to determine the most expeditious means for delivering the services and (ii) use an expedited means of delivery, at the Contractor's cost, if reasonably so requested by UNICEF.

2.14 FAILURE TO PERFORM

In case of failure by the Contractor to perform under the terms and conditions of this Contract, UNICEF may, after giving the Contractor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- Procure all or part of the services from other sources, in which event UNICEF may hold the Contractor responsible for any excess cost occasioned thereby. In exercising such rights UNICEF shall mitigate its damages in good faith;
- Refuse to accept delivery of all or part of the services;
- Terminate the Contract without any liability for termination charges or any other liability of any kind of UNICEF;
- For late delivery of services or for services which do not meet UNICEF's terms of reference/statement of work and are therefore rejected by UNICEF, claim liquidated damages from the Contractor and deduct 0.5% of the value of the services pursuant to a Contract per additional day of delay, up to a maximum of 10% of the value of the Contract. The payment or deduction of such liquidated damages shall not relieve the Contractor from any of its other obligations or liabilities pursuant to this Contract.

2.15 RIGHTS OF UNICEF

Rights pertaining to the RFP and competitive bidding process:

This RFP, along with any responses there to, shall be considered the property of UNICEF and the responses will not be returned to their originators.

UNICEF reserves the right to accept any proposal, in whole or in part; or, to reject any or all proposals.

UNICEF reserves the right to invalidate any Proposal received from a Proposer who has previously failed to perform properly or complete contracts on time, or a Proposal received from a Proposer who, in the opinion of UNICEF, is not in a position to perform the contract. UNICEF shall not be held responsible for any cost incurred by the Proposer in preparing the response to this Request for Proposal. The Proposer agrees to be bound by the decision of UNICEF as to whether her/his proposal meets the requirements stated in this Request for Proposal.

UNICEF will treat in confidence those parts of the RFP proposal that are marked "Confidential" by the Proposer.

Specifically, UNICEF reserves the right to:

- Contact any or all references supplied by the Proposer
- Request additional supporting or supplementary data (from the Proposer)
- Arrange interviews with the proposed project team/consultants
- Visit and inspect the Proposer's premises
- Reject any or all of the proposals submitted
- INVALIDATE any Proposal received from a Proposer who, in the opinion of UNICEF, is not in a position to perform the Contract
- Accept any Proposals in whole or in part
- Negotiate with the service provider(s) who has/have attained the best rating/ranking, i.e. the one(s) providing the overall best value proposal(s);
- Contract any number of proposers as required to achieve the overall evaluation objectives

## 2.16 EVALUATION OF PROPOSALS

After opening of proposal each proposal will be assessed on its technical merits and subsequently on its price. The proposal with the best overall composed of technical merit and price will be recommended for award of contract. UNICEF will set up an evaluation panel composed of technical UNICEF staff and their conclusions will be forwarded to the internal UNICEF contract Review Committee. The evaluation panel will first evaluate each response in compliance with the requirements of this RFP. Responses deemed not 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 terms and conditions contained in the RFP, including provision of all required information may result in a response or proposal being disqualified from further consideration. The proposal will be evaluation against the followings criteria;

Once the deadline for presentation for proposals has arrived, the technical proposals will be opened by UNICEF to determine if institution/contractor meet the basic requirements (Qualification, background and experience as specified in the Scope of work. All institution/contractor meeting the basic requirement will be shortlisted and their technical proposals reviewed by a technical team using the criteria below.

### EVALUATION CRITERIA.

Technical Proposal (s) scoring 70 % (=Score of 49) or more following Proposal Evaluation will be listed and included for review of Analysis and Evaluation on The Financial Offer

The Technical Proposal has a total possible evaluation value of 70 points. Technical Proposals receiving 49 points or higher will be considered technically compliant to be prequalified to carry out verifications. Technical proposals that score 49 points or higher will have their financial proposals evaluated. Proposals which are not considered to be technically compliant and non-responsive will not be given further consideration.

The total number of points allocated for the Financial Proposal is 30 The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

$$\text{Score for \#Price proposal X} = \frac{\text{Price of lowest priced proposal}}{\text{\#Price of proposal X}} * 30$$

The bidder who submitted the technically compliant proposal with the lowest price will be considered for award of contract.

The most-favored Proposal will be selected on the basis of the Best and Final Offer (BAFO) to UNICEF in terms of both Technical and Financial Scores (best overall value).

All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization.

In addition to the Technical and Financial Evaluation, UNICEF reserves the right to conduct an independent, administrative validation exercise to ensure that potential institution/contractors meet the minimum legal, financial and structural suitability requirements. Institutions that do not meet such requirements could be disqualified.

All references to descriptive material and brochures should be included in the appropriate response paragraph, though the material/documents themselves may be provided as annexes to the Proposal.

The proposer must also provide sufficient information in the Proposal to address each area of the Evaluation Assessment Criteria in Table above to allow the evaluation team to make a fair assessment of the individual/company and their capacity to execute the services offered in the Proposal.

Information, which the proposer considers proprietary, should be clearly marked "proprietary", if any, next to the relevant part of the text, and UNICEF will treat such information accordingly. Responses deemed not 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 terms and conditions contained in the RFP, including provision of all required information may result in a response or proposal being disqualified from further consideration.

#### 2.17 RFP AND DESIRABLE CONTRACT IMPLEMENTATION SCHEDULE

The schedule of the contractual process and targeted dates for execution of this RFP are as follows, subject to revision depending on program and government partners' availability:

- a) Issuance of RFP: 28th May 2024.
- b) Site visit at Ministry: 3 June 2024 @10:30am
- c) Prebid Meeting: 10 June 2024 @ 10:30 # 11:30 am
- c) Last day for requests for additional information/ clarifications: 14th June 2024.
- d) Closing date of Proposal (RFP) submission: by 10:00 am on 28th June 2024.

#### 2.18 FULL RIGHT TO USE AND SELL

The proposer warrants that it has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF or the recipient Governments rights to use, sell, dispose of or, otherwise, deal with any item that may be acquired under any resulting Contract.

#### 2.19 ETHICS, UNETHICAL BEHAVIOUR, CORRUPT AND FRAUDULENT PRACTICES

UNICEF strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts. Accordingly, companies or individuals that are found to have undertaken unethical, unprofessional or fraudulent activities will be suspended or forbidden from business relations with UNICEF.

UNICEF requires that all proposers associated with this Request for Proposal observe the highest standard of ethics during procurement and execution of the work, fully complying with international Codes of Conduct and in particular, but without limiting the foregoing, Contractors are expected to conduct themselves in a manner consistent with the UN Evaluation Group Ethical guidelines of Conduct in the International Civil Service, UNICEF Standards of Electronic Conduct and the requirements set forth in the Secretary General's Bulletin on Special Measures for Protection from Sexual Exploitation and Sexual Abuse, both of which are incorporated by reference into the contract between the contractor and UNICEF.

In pursuance of these policies UNICEF: -

a) Defines for the purpose of this provision the terms set forth as follows:

- i. Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution of a contract, and
  - ii. Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among proposers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition;
- b. Will reject a proposal for award if it determines that the selected supplier/contractor have engaged in any corrupt or fraudulent practices in competing for the contract in question;
- c. Will declare a proposer ineligible, either indefinitely or for a stated period of time, to be awarded a UNICEF-financed contract if at any time, it determines that it has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNICEF-financed contract.

## 2.20 ETHICAL CONSIDERATIONS

The consulting institution/contractors shall abide by and be governed by UNICEF Procedures on Ethical Standards in Research, Evaluation and Data Collection and Analysis, as well as national regulation on ethical research, in designing and implementing the study. To ensure that the key ethical principles for the conduct of studies involving human subjects are followed, the selected evaluators will be required to get clearance to conduct the research from a national ethical review board. The work plan should reflect this aspect of the process. Consideration should also be given to basic ethics in researching human subjects such as consent to participation, confidentiality, the purpose of the research and potential advantages / disadvantages participation, their rights, and how the information collected will be used.

The consulting firm shall not make use of any unpublished or confidential information, made available in the course of executing this consultancy, without written authorization from UNICEF. The products of this consultancy are not the property of the consulting firm and cannot be shared without the permission of UNICEF.

## 2.21 GUIDELINES ON GIFTS AND HOSPITALITY

Proposers shall not offer gifts or hospitality to UNICEF staff members. Recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners are also prohibited.

## 2.22 CURRENCY OF OFFER

The currency of the Proposal shall be in USD. The price quoted will remain stable / unchanged during the period of an order when placed. Please note that UNICEF is exempted from payment of Taxes and VAT. Proposers are required to consider this in their offer/s.

## 2.23 ERROR IN PROPOSAL

Proposers are expected to examine all Schedules and Instructions pertaining to the work or offer. Failure to do so will be at the Proposer's risk. In case of errors in the extension price, unit price shall govern.

## 2.24 CONTRACTUAL TERMS AND CONDITIONS

The UNICEF General Terms and Conditions for Institutional/Corporate Contracts included as Annexes



to this RFP will form part of any contract resulting from this RFP. A UNICEF Institutional Contract will be awarded to the successful Proposer.

#### 2.25 CONFIDENTIAL NATURE OF DOCUMENTS

- (a) All drawings For UNICEF sites, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by a Proposer, shall be treated as confidential and shall be delivered only to the UN authorized officials on completion of work under a Contract.
- (b) The Proposer will not communicate any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF which has not been made public except with the authorization of the UNICEF; nor shall the Proposer at any time use such information to his/her private advantage. These obligations do not lapse upon termination of a Special Service Agreement, Purchase Order or Contract with UNICEF.

#### 2.26 REPLACEMENT OF PERSONNEL

If one or more key personnel become unavailable, for any reason, for work under a contract that may be awarded, the Proposer shall (i) notify the UNICEF authority immediately and in advance, and (ii) obtain UNICEF's approval prior to making any substitution of key personnel. Key personnel are designated as follows:

- (a) Personnel identified in the proposal as key individuals assigned for participation in the performance of the contract.
- (b) Personnel whose resumes were submitted with the proposal; and
- (c) Individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

In notifying the UNICEF authority, the Proposer shall provide an explanation of circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement of the contractor.

#### 2.27 VENDOR REPRESENTATION

The Proposer represents and warrants that it has the personnel, experience, qualifications, installed capacity and facilities, financial strength and all resources to perform its obligations under the Offer submitted in this Request for Proposal (RFP).

#### 2.28 NON-EXCLUSIVE CONTRACT

The UNICEF reserves to itself the entitlement to appoint more than one Contractor/Institution, at any time, to perform the service under this Contract.

Your attention to these points will eliminate unnecessary delays in the selection and notification of successful Contractor(s)/institution.

UNICEF also reserves the right to negotiate any aspect of the Request for Proposal with the lowest or any other Contractor/Institution Tendering. UNICEF will not be obliged to accept the lowest proposal. The contractor shall take note that under UNICEF discretion any award will be subject to pre-qualifying contractors undertaking a mini tender exercise or by ranking of the contractor's original pre-qualification. Any Awards will be Under UNICEF's discretion throughout the period of a contract and is subject to satisfactory performance and full completion of assignment(s).

List of Annexes

Annex B - Terms of Reference

## 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:

- with incorrect (as applicable) postal address, email address or fax number;
- received after the stipulated closing time and date;
- failure to quote in the currency(ies) stated in the RFP(S);
- 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](http://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 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 includes information, the confidential or proprietary nature of which is or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

"Consignee" means the consignee designated in the Contract.

"Contract" means the purchase contract that incorporates these General Terms and Conditions (Goods). It includes purchase orders issued by UNICEF, whether or not they are issued under a long-term arrangement or similar contract.

"Goods" means the goods specified in the relevant section of the Contract.

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

"INCOTERMS" means the international commercial terms known as the INCOTERMS rules, issued by the International Chamber of Commerce, most-recently issued at the effective date of the Contract. 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](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, the UNICEF's Policy on Conduct Promoting the Protection 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 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 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

## ANNEX A GENERAL TERMS AND CONDITIONS

and acceptance of the Goods in accordance with the Contract.

### 3. Price; Invoicing; Tax Exemption; Payment Terms

3.1 The price for the Goods is the amount specified in the price section of the Contract (the "Price"), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the price section of the Contract. The Price includes the cost of packaging and packing the Goods in accordance with the requirements of the Contract and delivery in accordance with the applicable delivery terms. The Price is inclusive of all costs, expenses, charges or fees that the Supplier may incur in connection with the performance of its obligations under the Contract; provided that, without prejudice to or limiting the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entity must be separately identified. It is understood and agreed that the Supplier will not request any 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

## ANNEX A GENERAL TERMS AND CONDITIONS

Governments), which as between the Supplier and UNICEF, only UNICEF itself (or relevant governmental entities) will assert and maintain. UNICEF will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

### Insurance

4.8 The Supplier will comply with the following insurance requirements:

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

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

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

(iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and

(iv) Such other insurance as may be agreed upon in writing between UNICEF and the Supplier.

(b) The Supplier will maintain the insurance coverage referred to in Article 4.8(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.

(c) The Supplier will be responsible to fund all amounts within any policy deductible or retention.

(d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Supplier's insurance required under this Article 4.8 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 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](http://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

## ANNEX A GENERAL TERMS AND CONDITIONS

other charges or any other liability of any kind.

### 8. Full Cooperation with Audits And Investigations

8.1 From time to time, UNICEF may conduct investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties' performance of the Contract generally and including but not limited to the Supplier's compliance with the provisions of Article 7 above. The Supplier will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited to) making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and 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 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 London Inter-Bank Offered Rate (LIBOR) then prevailing and any such interest will be simple interest only. 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 Conduct Promoting the Protection and Safeguarding of Children. 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(d).

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.