

INVITATION TO BID

ITB-DAN-2017-19366

15 May 2017

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a bid for

BP-100 Ready-to-Use Therapeutic Food (RUTF) biscuit

Offers should be sent by:

E-mail to : supplybid@unicef.org

Alternatively offers can be sent by:

Fax to : +45 35 25 02 80 (secured fax)
Attention: Bid Section

IMPORTANT - ESSENTIAL INFORMATION

The reference ITB-DAN-2017-19366 must be indicated in the offer in accordance with the instructions provided in this document. Offers must be sent separately and must not be included in packages containing samples.

Bid form and schedule(s) must be used when replying to this invitation. You are welcome to enclose your own specifications etc., if necessary.

Offers must be received at the above E-mail address/Fax number by latest 23.59 hours (Copenhagen time) on 01 June 2017 and will be publicly opened at 10:30 (Copenhagen time) on 06 June 2017. Bids received after the stipulated date and time will be invalidated.

It is important that you read all the provisions of the Bid, to ensure that you understand UNICEF's requirements and can submit an offer in compliance with them. Note that failure to provide compliant offers may result in invalidation of your bid.

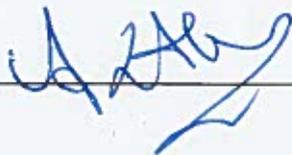
THIS INVITATION TO BID HAS BEEN:

Prepared By:

Seema Nielsen
(To be contacted for additional information, NOT FOR SENDING OFFERS)
Email : sjnielsen@unicef.org

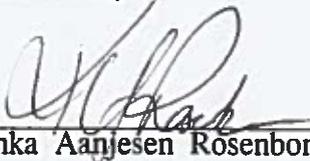
Verified By:

Akthem Fourati



Approved By:

Katinka Aanjesen Rosenbom



BID FORM

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

TERMS AND CONDITIONS OF CONTRACT

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

INFORMATION

Any request for information regarding this INVITATION must be forwarded by fax 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. **ITB-DAN-2017-19366** set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel No: _____

Fax No: _____

E-mail Address: _____

Validity of Offer: _____

Currency of Offer: _____

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

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

Other Trade Discounts _____

Item No	Item Description	Quantity/Unit	Unit Price	Amount
SCHEDULE NO: 1 BISCUITS				
00010	S0000242	15000 Carton		

General Description

BP- 100 is a Ready-to-Use Therapeutic Food (RUTF) biscuit, a high-energy fortified food equivalent to that of the WHO-F100 rehabilitation diet but with a higher energy density

BB-100, RUTF biscuit is to be used by humanitarian agencies, governmental and non-governmental organisations for the treatment of Severe Acute Malnutrition (SAM) in any cultural setting. RUTF biscuit may be used in a wide variation of climatic zones and may be the sole source of food, except for water and breast milk, during the period of use. Packed in cartons of 24 packs where each pack contains 9 bars. Each bar is 2 biscuits of 28.4 g.

Technical Specifications:

RUTF biscuits are compressed bars, manufactured from a mixture of cereal, milk powder, vegetable oil and carbohydrates, with added vitamins and minerals.

Product shall be:

- Ready to use: be eaten directly (no cooking/mixing/dilution required) or crumbled into drinking water and eaten as porridge.
- Portion controlled: each unit shall have the same nutritional value for control and monitoring of dietary intake.
- Texture: bars shall have smooth exterior. Interior particle size shall be uniform; and shall easily crumble with gentle finger pressure
- Appearance: compressed rectangular bar, a cream to pale yellow colour; bars shall not show evidence of excessive heating materially darkened or scorched.
- Storage conditions: as defined by the manufacturer, no refrigeration required.

Nutritional composition

Nutritional information

Moisture content: 4% maximum
 Water activity: 0.6 maximum
 Energy: 500 kcal/100 g minimum
 Proteins: 10-12% total energy
 12.3-15.5% by weight
 Lipids: 45-60% total energy
 24.8-33.0% by weight
 n-6 fatty acids: 3-10% total energy
 n-3 fatty acids: 0.3-2.5% total energy
 Trans-fatty acids: <3% total fat
 Carbohydrates (difference): 44.5-59.9% by weight
 Fibres: 5% maximum
 Ash: 5g /100g maximum

Minerals (per 100g)

Sodium: <290 mg
 Potassium: 1100-1400 mg

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Calcium: 300-600 mg
 Phosphorous: 300-600 mg, Expressed in terms of non-phytate phosphorus
 Magnesium: 80-140 mg
 Iron: 10-14 mg
 Zinc: 11-14 mg
 Copper: 1.4-1.8 mg
 Selenium: 20-40 mcg
 Iodine: 70-140 mcg

Vitamins (per 100g)

vitamin A (Retinol Equivalent): 0.8-1.2mg
 vitamin B1 (Thiamine): >0.5 mg
 vitamin B2 (Riboflavin): >1.6 mg
 vitamin B3 (Niacin): >5 mg
 vitamin B5 (Pantothenic acid): >3 mg
 vitamin B6 (Pyridoxine): >0.6 mg
 vitamin B7 (Biotin): >60 mcg
 vitamin B9 (Folic acid): >200 mcg
 vitamin B12 (Cyanocobalamin): >1.6 mcg
 vitamin C (Ascorbic acid): >50 mg
 vitamin D (Cholecalciferol): 15-20 mcg
 vitamin E (Tocopherol): >20 mg
 vitamin K (Phytonadione): 15-30 mcg

Raw material specifications

Milk (milk powder)

At least half of the proteins contained in RUTF biscuit shall come from milk/dairy products.

Acceptable sources of dairy protein are:

- Full cream milk powder
- Skimmed milk powder
- Whey powder

Applicable standards reference:

Codex STAN 207-1999: Codex Standard for Milk Powders and Cream Powder

Codex STAN 289-1995: Codex Standard for Whey Powders

Cereal

Indigestible fibre from cereals (measured as grams ash/100g finished product) shall be less than 5 g/100 g.

Applicable standards reference:

Codex STAN 152-1985

Oil (edible refined vegetable oil)

The manufacturer shall choose judiciously the type of oil and establish specifications for oil to ensure that the specifications in finished product are met (with particular attention to requirements for omega 3 and omega 6).

Applicable standards reference:

Codex STAN 210-1999: Codex Standard for Named Vegetable Oils

Carbohydrates (sweetener)

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Lactose and glucose polymers shall be used. Honey shall not be used.

The following carbohydrates are acceptable:

Sucrose

Fructose

Lactose

Precooked and/or gelatinised starches

Maltodextrin

Applicable standards reference:

Codex STAN 212-1999: Codex Standard for Sugars

Other agricultural products

Applicable standards reference:

- CAC/GL 08-1999: Guidelines on Formulated Supplementary Foods for Older Infants and Young Children

- Relevant Codex standards

Food additives

Mineral and vitamin premix

The mineral and vitamin premix cannot be produced by RUTF biscuit manufacturer itself and shall be supplied only from a restricted list of authorized suppliers of premix. List of authorised sources of premix established and updated by the World Food Programme (WFP): http://documents.wfp.org/stellent/groups/public/documents/manual_guide_proced/wfp251174.pdf and GAIN premix suppliers , available at: <http://gpf.gainhealth.org/suppliers/current-suppliers>

A detailed Certificate of Analysis of the premix with all mineral and vitamin components shall be available from the supplier of premix for every batch of premix delivered. Vitamin and mineral forms used shall be soluble and easily absorbed by patients with SAM. The added minerals shall be water-soluble and shall not form insoluble components when mixed together. RUTF biscuit shall have a mineral composition that will not alter the acid-base metabolism of patients with SAM. In particular, it shall have a moderate positive non-metabolisable base sufficient to eliminate the risk of metabolic acidosis. The non-metabolisable base can be approximated by the formula:
Estimated absorbed millimoles (sodium + potassium + calcium + magnesium) - (minus) phosphorous + chloride

An example of a mineral mix with a suitable positive non-metabolizable base can be found in the Appendix 4 of Management of Severe Malnutrition: a manual for physicians and other senior health workers, WHO 1999.

- Potassium chloride
- Potassium citrate
- Magnesium chloride (MgCl₂ - 6H₂O)
- Zinc acetate
- Copper Sulfate
- Sodium selenate
- Potassium iodide

Another potentially useful source of acceptable mineral and vitamin compounds can be found in Annex 3 of the COMMISSION DIRECTIVE 2006/141/EC of 22 December 2006 on infant formulae and follow-on formulae and amending Directive 1999/21/EC. Vitamin and mineral compounds approved for use in infant formulae are listed on pages 22 and 23; in general these same compounds shall be acceptable for RUTF biscuit.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Flavouring

Artificial flavourings are not allowed. Only natural flavours are allowed.

Antioxidants

The following antioxidants are allowed:

- Ascorbyl palmitate
- Mixed tocopherols

Butylhydroxyanisole (BHA) and Butylated hydroxytoluene (BHT) shall not be added as an antioxidant.

Other ingredients

Lactoferrin is allowed.

Packaging and labelling specifications

Labelling

Label shall be colour coded: red, PMS 485 (Pantone Matching System) and shall include the following information clearly printed out in English, French and Arabic, optionally Spanish.

Primary packaging:

- The generic name: Ready to Use Therapeutic Food, Biscuit
- The statement: #To be prescribed and initiated by a trained health and nutrition professional only#
- Raw materials listed in order of descending quantities. A detailed list of the active ingredients (vitamin and mineral premix) showing the amount of each present in a dosage unit can be provided in a leaflet and not on the product label;
- Net content
- Best Before date
- Lot number
- Clear pictorial instructions for use

Applicable standards reference:

Codex STAN 146-1985: General Standard for the Labelling of and Claims for Prepackaged Foods for

Special Dietary Uses.

Codex STAN 1-1985: General Standard for the Labelling of Prepackaged Foods

Primary and secondary packaging

- Packaging material shall be child appropriate and cannot contain any detachable parts that present a choking hazard.
 - Packaging materials, inks used for marking and glue shall be contact food grade, and water resistant.
 - Packaging material shall not transfer any element (particle, flavour or odour) to the product.
 - Packaging material shall be able to withstand pressure changes associated with air transport.
 - Primary packaging shall be free of damage, such as (but not limited to) tears, cuts, holes, etc.
 - **Individual bar:** shall be wrapped in a thin monolayer, grease-proof wrap, to provide low level protection shall be applied to each individual bar. The shrink film shall be determined by the manufacturer.
 - 1 unit (box) = 9 bars
- 9 bars shall be packed into a vacuum packed brick style and water repellent cardboard box. Packaging materials, inks and glue shall be food-contact approved;

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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- Carton: 24 boxes shall be packed in a strong corrugated board carton. The cartons shall be of a sturdy quality, and provide protection of the goods for carriage by air, sea and/or road to final destination worldwide, including remote locations under adverse climatic and storage conditions, and high humidity - i.e. ECT (Edge Crush test) > 9kN/m with minimum 60% remaining with 90% humidity at temperature of 40°C (tropical conditions);
The carton shall be strong, able to be stacked to a height of 2.4 m, and resistant to puncturing.
The following information shall appear on the carton: name and address of the manufacturer, packer, distributor, importer, exporter or vendor, country of origin, storage condition, weight, volume, numbers of units in a carton, storage conditions, batch number, best before date.
- Leaflet: Each carton shall contain a leaflet with the following information:
 - Name and address of manufacturer including country of origin
 - Composition: all ingredients shall be listed in order of descending quantities
 - Information of allergens and ingredients of animal origin
 - Nutritional values in 100g: energy content, proteins, lipids, and detailed content of each vitamin and mineral
 - Storage instructions
 - Net weight
 - Protocol and instructions for use:
RUTF biscuit is designed for children from 6 months of age and above - children below 6 months have to be exclusively breastfed or if necessary with a specific regimen with therapeutic product prescribed by a clinician.
 - RUTF biscuit has to be prescribed and initiated by a trained health and nutrition professional only.
 - RUTF biscuit should not be shared with other members of the family.
 - RUTF biscuit shall be used according to the national protocols on the management of SAM. For more details on dosage and length of treatment refer to existing international and national guidelines.

The manufacturer shall conduct a complete analysis of the finished product in order to verify that the finished product is manufactured in a homogeneous and consistent content. All parameters included in this specification sheet shall be tested at least once a year.

A Certificate of Analysis (CoA) shall be issued and forwarded prior to each shipment or order collection for each batch provided. This certificate must mention the laboratory name, methods of analysis, specifications and targets for all the criteria below, to be applied to the finished product after primary packaging or anytime thereafter up to the point when the primary packaging is opened. The batch cannot be released if there is a failure to meet the following criteria:

Nutritional value and nutrients per 100 g

- Moisture content: 4% maximum
- Energy: 500 kcal/100 g minimum
- Proteins: 10-12% total energy
12.3-14.8% by weight
- Lipids: 45-60% total energy
24.8-33.0% by weight
- Ash: 5g /100g maximum

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Vitamin A content must be checked as the World Health Organisation (WHO) Guideline Updates on the Management of Severe Acute Malnutrition in Infants and Children, 2013 (http://apps.who.int/iris/bitstream/10665/95584/1/9789241506328_eng.pdf) now recommends not supplementing vitamin A capsules for children suffering from SAM because it of toxicity concerns. RUTF biscuit is the recommended source of vitamin A.

At least one tracer as per premix specifications

To verify adequate mixing, the manufacturer must identify at least 1 tracer element per premix whose concentration is measured prior to batch release. The tracer shall be representative of the only addition of the premix. The manufacturer is free to determine which vitamin/mineral should be measured, in accordance with available laboratory capacity. E.g.: potassium (1100-1400mg/100g), vitamin C (> 50 mg/100g). The vitamin A must also be tested, additionally to the tracer.

Product safety

Manufacturers supplying UNICEF are responsible for assuring that the product does not contain any harmful substance originating from micro-organisms or any other poisonous or deleterious substances, including micro-organisms, heavy metals, pesticides or anti-nutritional factors, in amounts that may represent a hazard to health.

Microbiological and toxicological safety

The manufacturer establishes microbiological criteria for production as well as for the finished product. Methods for detection and/or quantification and sampling plan details including the n, c, m, M and p (see annotation section for definitions). The microbiological criteria should follow the definitions and include the components specified in the following standards below: Applicable standards reference:

CAC/GL 21, 1997, the Principles for the Establishment and Application of Microbiological Criteria for Foods (revision scheduled for 2013).

CAC/GL 63-2007: Principles and Guidelines for the Conduct of Microbiological Risk Management (MRM).

The manufacturer should have adequate environmental monitoring and raw material testing programs in place. Environmental monitoring sampling sites should be prioritized according to the likelihood of contamination of processing lines and the impact on product and should be conducted under normal operating condition. Manufacturers are expected to implement an environmental monitoring program with a four sanitary zoning system. Raw material testing of high risk ingredients upon receipt is also required.

Analytical control plans should be detailed and include:

Annotations

- n = number of units to be taken;
- c = the maximum allowable number of defective sample units in a 2-class plan or marginally acceptable sample units in a 3-class plan
- m = a microbiological limit which, in a 2-class plan, separates good quality from defective quality or, in a 3-class plan, separates good quality from marginally acceptable quality
- M = a microbiological limit which, in a 3-class plan, separates marginally acceptable quality from defective quality.
- P = class plan

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Microbiological tests

Salmonella: Ocfu per 25g n=30 (x 25 g)

c=0

m=0/25g 2 class plan

Method: ISO 6579; or alternative validated method

Enterobacteriaceae (EB): 10cfu per g* maximum n=10, (x 10grams)

c=2,

m=10 cfu/g

M=100 cfu/g maximum

Method: AOAC 975.55; AOAC 2003.01; ISO 21528-2, or alternative validated method

(*Results above these limits will require further testing for identification of high counts of Cronobacter spp)

PLEASE FILL IN THE REQUIRED BELOW

FCA main port/airport (Incoterms 2010)

Delivery Lead Time to point of delivery:

.....

Item price & currency:.....

(indicate price scale if relevant).....

.....

.....

.....

Main port is

Main airport is

Delivery Lead Time to point of delivery:.....

Item price & currency:.....

(indicate price scale if relevant).....

.....

.....

.....

Minimum order (if relevant):.....

Monthly production capacity:.....

Supplier's product reference:.....

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Manufacturing site:.....

Subcontracting party (if any):.....

PACKING INFORMATION BY UNIT OF MEASUREMENT:

- DIMENSION (in cm): ___ X ___ X ___ cm
- WEIGHT (in kg): ___ kg
- VOLUME (in cbm): ___ cbm

Incoterms & Delivery Requested
FCA **Nearest Sea/Airport**

Lead Time & Related Charges

Packing

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

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

SPECIFIC TERMS AND CONDITIONS

1. LONG TERM ARRANGEMENT

1.1 UNICEF wishes to enter into (a) non-exclusive Long Term Arrangement(s) ("LTA") for the procurement of the items listed in the attached Schedule(s), as required from time to time during the term of the LTA. It will be a provision of such Arrangement(s), that UNICEF will not be committed to purchase any minimum quantity of these items. UNICEF shall not be liable for any cost in the event that no purchases are made under any resulting LTA(s).

1.2 Purchases will be made against Purchase Orders to be issued by UNICEF in accordance with the terms and conditions of any resulting LTA(s). Actual quantities to be purchased will vary from Purchase Order to Purchase Order.

1.3 The quantities outlined in this Invitation to Bid are an estimated forecast of the total requirement for the duration of the LTA. The estimates are provided in good faith and shall not in any way be deemed to be a commitment on the part of UNICEF regarding any quantity for future purchases.

1.4 This Solicitation Document is comprised of the following:

- This document
- Interagency Manufacturer's Questionnaire # Annex 1
- Interagency Product Questionnaire # Annex 2
- Requirements for stability study Therapeutic Foods# Annex 3

2. TERM

2.1 The proposed LTA shall be valid for an initial period of 24 months, with a possible renewal for an additional period of 12 months.

3. PRICES AND DISCOUNTS

3.1 Bidders are requested to provide unit prices in either Euro or USD.

3.2 Bidders are requested to advise as to

- a) Quantity / volume discounts, in form of large quantity / volume discounts and staircase pricing (i.e. varying prices according to different quantities procured);
- b) Cumulative quantity / volume discount levels, i.e. discounts that increase as the cumulative order value/volume increases throughout the validity of the LTA;
- c) Early payment discounts, i.e. payment within a specified period of time faster than UNICEF's standard payment term of 30 days net;
- d) Other (trade) discounts.

3.3 Notwithstanding any agreed discounts, prices offered by bidders shall constitute maximum ceiling prices and shall remain fixed for a 24 month period from the commencement of the LTA.

3.3.1 In the event that the successful bidder is able to offer UNICEF a discounted price, the unit prices shall be reduced for specific Purchase Orders.

4. MOST FAVOURED CUSTOMER PRICE CERTIFICATION

4.1 By submitting an offer the bidder certifies that UNICEF, for Long Term Arrangements / Purchase Orders / Contracts resulting from this Invitation to Bid / Request for Proposal, is not being charged more than other clients for similar goods (products) or services and similar quantities and within similar circumstances.

5. INCOTERMS

5.1 Bidders are requested to quote unit prices in accordance with the following delivery terms (INCOTERMS 2010):

- FCA nearest Main Sea/Airport (Please specify port).

6. DELIVERY

6.1 Deliveries shall be made as per instructions in UNICEF's Purchase Orders, as issued in accordance with the provisions of the LTA. Bidders shall indicate the guaranteed minimum lead time for delivery for each item offered (subject to quantities), defined as time from receipt of order and the manufacturing period until goods are available for dispatch from the point of origin.

6.2 UNICEF will monitor and measure the performance of the successful bidder, in comparison with guaranteed minimum lead time indicated in this bid. Accordingly, it is imperative that bidders state realistic guaranteed minimum lead times.

7. AWARD/ADJUDICATION OF BIDS

7.1 The Long Term Arrangement(s) will be awarded to the Bidder offering a combination of the lowest acceptable prices and shortest lead time, whose products are commercially, technically and quality acceptable, and whose Bid is in compliance with all Instructions, Specific Terms and Notes, Special Notes and General Terms and Conditions contained in the ITB, provided the Bid is reasonable and it is in the interest of UNICEF to accept it. Bids will be adjudicated either on FCA, DAP or CPT basis, whichever is in the interest of UNICEF.

7.2 UNICEF reserves the right to make multiple arrangements for any item(s) where, in the opinion of UNICEF, the lowest Bidder cannot fully meet the delivery requirements or if it is deemed to be in UNICEF's best interest to do so.

7.3 For this particular ITB the evaluation criteria are as follows:
Please refer to point 7.1 above.

7.4 In case of an award, Bidders who have not previously received Purchase Orders from UNICEF may receive an order for a limited quantity until satisfactory performance is established.

7.5 The Bidder shall permit UNICEF representatives access to their facilities at any reasonable time to inspect the premises that will be used for the production, testing and packaging of the products, and will provide reasonable assistance to the representatives for such inspection, including copies of any test results or quality control reports as may be necessary.

8. SAMPLES

8.1 UNICEF reserves the right to request free, non-returnable samples for evaluation and

testing by UNICEF, or its representative, of the item and/or of the packing and packaging, prior to any award. Samples will be subject to technical review and laboratory analysis where appropriate.

8.2 Failure to provide, in a timely manner, samples or documentation requested by UNICEF shall be sufficient ground to declare the bid invalid or to terminate for default, at no cost to UNICEF, any resulting LTA.

9. PACKING

9.1 General Packing Requirements

9.1.1 The bidder warrants that the cost of packing is included in the cost offered for the items.

9.1.2 The successful bidder shall ensure that:

9.1.2.1 The packing is of a sturdy export quality, and of a commercial standard that will provide adequate protection of the goods for carriage by air, sea and/or road to final destinations worldwide, including remote locations under adverse climatic and storage conditions, and high humidity - i.e. not less than 17kN edge crush resistance with minimum 60% remaining with 90% humidity at a temperature of 40C (tropical conditions);

9.1.2.2 The packaging unit is strong, able to be stacked to a height of 4 pallets as static storage and 2 pallets during transport, and resistant to puncturing;

9.1.2.3 All wood packaging, including pallets and boxes, utilised in any shipment, have undergone the treatment, marking and documentation required to meet the specifications described in ISPM No. 15: Guidelines for Regulating Wood Packaging Material in International Trade, available at www.ippc.int

9.1.2.4 The packing requirements for deliveries to UNICEF Warehouse, Nordhavn, Denmark are defined in UNICEF Warehouse Packing Specifications available at:
http://www.unicef.org/supply/files/UNICEF_Warehouse_packing_specifications_.pdf.

9.1.2.5 Any deviation from the packing requirements for deliveries to UNICEF Warehouse, Nordhavn, Denmark will result in penalties as per the Re-work Fees detailed in:
http://www.unicef.org/supply/files/UNICEF_Re-Work_fees.pdf

9.1.2.6 The UNICEF Warehouse Packing Specifications and corresponding Re-Work Fees may be adjusted from time to time in accordance with operational requirements.

9.1.2.7 Deliveries to any destination other than the UNICEF Warehouse, Nordhavn, Denmark, are packed / palletized in accordance with these general packing requirements and in the most cost-effective way to minimize freight costs.

9.1.2.8 Pallets manufactured from other materials than solid wood are NOT acceptable (such as wood chip, plastic, MDF board, ply wood or carton). Pallets must have three (3) longitudinal bottom deck lead boards, feet are NOT acceptable.

9.1.3 Identification markings

9.1.3.1 All cases, cartons, inner boxes etc. must be clearly marked as follows:

- a) Purchase Order Number (optional for inner boxes);
- b) UNICEF Material Number (If applicable);
- c) Description of contents;
- d) Quantity per carton;
- e) Gross Weight;
- f) Cubic Measurement;
- g) Batch Number Reference (if applicable);
- h) IMCO classification (if applicable);
- i) Manufacturing Date (if applicable);
- j) Expiry Date (if applicable).

This clause does not apply for deliveries to UNICEF Warehouse, Nordhavn, Denmark; for deliveries to UNICEF Warehouse, Nordhavn, Denmark clause 9.1.2.4 refers.

9.1.3.2 No carton may contain items from more than one material or manufacturing batch. No carton shall contain more than 1 batch.

9.1.3.3 The size of the markings and labels must not exceed A5 (10 x 148 mm).

9.1.3.4 Case identification as requested on the order must be mentioned on all invoices.

10. PACKING LIST

10.1 All markings must be reflected in the packing list to be completed at time of shipment. The packing list shall indicate the manufacturing batch number (where applicable) and cross-reference to the carton numbers, pallets, and containers. One copy of the packing list must be included with the shipment and another copy shall accompany the shipping documents.

10.2 Any exemptions granted in relation to the packing specifications under 9.1 and 9.2 shall be clearly stated on the packing list.

11. DANGEROUS GOODS

11.1 The handling and transport of dangerous goods is subject to rules and regulations based on international transport agreements (ADR, RID, IMDG Code, IATA DGR, ICAO) in order to prevent injury to persons, damage to cargoes and living resources. Hence, should any products in this bid be classified as dangerous goods, it will be the successful bidder's responsibility to ensure that the goods are packed and labelled correctly, transported safely and accompanied by the necessary transport certificates during shipment.

12. BIDDER REPRESENTATIONS

12.1 The bidder represents and warrants that:

- (a) It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting LTA or Purchase Order;
- (b) The items offered shall be free from defects in workmanship and materials;
- (c) The items offered shall be contained or packaged in a manner adequate to protect them;
- (d) It has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEFs or the ultimate recipient's rights to use, sell, dispose of or otherwise deal with any item that may be acquired under any resulting LTA or Purchase Order.

12.2 The successful bidder will be required to acknowledge that:

- (a) UNICEF may further distribute the goods supplied to its Programme partners, including procurement services customers;
- (b) The benefit of any warranties provided and liabilities entered into with UNICEF, shall be passed on by UNICEF to its Programme partners, including Procurement Services customers.

13. SUBCONTRACTING

13.1 Bidders MUST identify on their bid any products which may be offered by themselves, but originate from another supplier and/or country. All subcontracting must be reviewed by UNICEF prior to award.

14. LIQUIDATED DAMAGES

14.1 For late delivery of items or for items which do not meet UNICEF's specifications and are therefore rejected by UNICEF, UNICEF shall be entitled to claim liquidated damages from the successful bidder, and deduct 0.5% of the value of the items pursuant to a Purchase Order, per additional day of delay, up to a maximum of 10% of the value of the Purchase Order. The payment or deduction of such liquidated damages shall not relieve the successful bidder from any of its other obligations or liabilities pursuant to any LTA or a Purchase Order.

15. UNETHICAL BEHAVIOUR

15.1 UNICEF strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNICEF bidders. Accordingly, any registered bidder that is found to have undertaken unethical, unprofessional or fraudulent activities will be suspended or forbidden from continuing business relations with UNICEF.

16. CORRUPT AND FRAUDULENT PRACTICES

16.1 UNICEF requires that all bidders associated with this Invitation to Bid / Request for Proposal observe the highest standard of ethics during procurement and execution of the work. In pursuance of this policy 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 bidders (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 bidder 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.

17. OFFICIALS NOT TO BENEFIT

17.1 The bidder warrants that no official of UNICEF or the United Nations has received or will be offered by the bidder any direct or indirect benefit arising from this Invitation to Bid / Request for Proposal or the award thereof. The bidder agrees that breach of this provision is a breach of an essential term of the Invitation to Bid / Request for Proposal.

18. GUIDELINES ON GIFTS AND HOSPITALITY

18.1 Bidders 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.

19. DISCLOSURE OF SANCTIONS OR TEMPORARY SUSPENSION

19.1 Only suppliers found to be responsible or conditionally responsible are eligible to be awarded UNICEF contracts and/or to bid on UNICEF solicitations. To be deemed a responsible supplier with whom UNICEF will conduct business, a supplier should not be suspended, debarred, or otherwise identified as ineligible by any organization within the World Bank Group or any other International or UN Organization. Suppliers are therefore required to disclose to UNICEF whether they are subject to any sanction or temporary suspension imposed by the World Bank Group or any other International or UN Organisation.

20. GENERAL TERMS AND CONDITIONS

20.1 The UNICEF General Terms and Conditions attached to this bid shall apply to any resulting LTA and related Purchase Orders. In the case of any inconsistencies, the following order of precedence shall prevail:

- (a) The Purchase Order;
- (b) The LTA.

21. AWARD NOTIFICATION

21.1 Notification of the outcome on an ITB with an estimated value over USD 100,000 advising product, awarded supplier and total value of award is published on a monthly basis on the following site: http://www.unicef.org/supply/index_27009.html.

SPECIAL NOTES

TECHNICAL REQUIREMENTS NUTRITIONAL PRODUCTS

Background

The technical requirement for nutritional products depends on the product's regulatory classification. Where a product is classified as a food or nutritional supplement, UNICEF is guided mainly by the Codex Alimentarius guidelines for specific food ingredients and for vitamin and mineral food supplements (CAC/GL 55 # 2005). Vitamin and mineral pharmaceutical products (solid dosage format) should follow guidance from a relevant pharmacopoeia (Ph. Eur., BP, USP, IP etc.) in reference to standards for composition, packaging and labeling.

UNICEF Technical Requirements provide a technical guide to suppliers in terms of UNICEF's expectations of quality, safety and efficacy of products and are part of the contractual provisions [long term agreements (LTAs) and Purchase orders (POs)], in addition to UNICEF specifications. Manufacturers and suppliers should provide the required information listed in the Technical requirements for Nutritional Products, in response to UNICEF procurement solicitation, such as Invitation to Bid (ITB), Request for Quotation (RFQ), Request for Proposal (RFP).

Technical Assessment

Suppliers should ensure the relevant sections of the Interagency Food or Pharmaceutical Product Questionnaires as well as Interagency Food or Pharmaceutical Manufacturers Questionnaire received with the bid document are completed, and all documents listed and required are attached. Please use the Finished Product Technical Specifications contained with the bid document as a guide for additional product specific technical requirements.

Quality control

The manufacturer must establish its own finished product specification and clearly state the amount and frequency of testing of each ingredient, microbiological contamination, chemical contamination, and other relevant points to be controlled. By putting this in place the manufacturer can provide documented evidence that its product is manufactured in a consistent quality.

The Certificate of Analysis (CoA) for each batch specifies test results of the representative tracers and the parameters as stated in the individual Product Specifications and is required with every delivery.

In order to verify that the finished product complies with the product specification, unless otherwise specified in the Product Technical Specifications, a complete testing analysis (including all macro, micronutrients, microbiological and other contaminants) of the finished product should be provided for specialized nutritional foods. For products where there is a monograph reference, tests should be compliant to the reference pharmacopoeia monograph.

More frequent testing may also be needed in the startup phase in order to document that the product comply with the finished product specification. For more detailed information on safety requirements please refer to Product Technical Specifications.

Certificate of Analysis (CoA)

A Certificate of Analysis is required for each batch of finished product supplied under purchase orders. CoAs are required to include all active ingredients and microbiological tests unless defined otherwise in the Finished Product Technical Specification.

Manufacturing Standard

The appropriate standards to refer to for raw materials, pre-mixes, ingredients, excipients and the finished products are included in the Finished Product Technical Specification, Interagency Product questionnaires and Interagency Manufacturers Questionnaires.

The above mentioned questionnaires can be used as tools to prepare for an audit conducted by UNICEF or one of UNICEF's Interagency auditing partners.

Manufacturing site

UNICEF must approve the manufacturing sites (including any contract manufacturers and warehouses used). The manufacturer shall upon request forward a copy of the Manufacturing License for the products issued by its National Regulatory Authority. Site(s) of manufacture of raw material sources, active substances and/or manufacturing Intermediates (e.g. pre-mixes, blends or pastes), as well as any contracted manufacturers or co-packers should be listed in the questionnaires. If available, a GMP certificate shall be submitted with bids. UNICEF must approve any changes in manufacturing sites. Failure to obtain prior approval of changes in manufacturing site may result in termination of the LTA and any pending orders.

Inspection

As UNICEF must approve the site of manufacture, the successful bidder or supplier shall permit UNICEF, or any other representative as may be designated by UNICEF, to have access to the manufacturing facilities of the goods at all reasonable times to inspect the manufacturing site and processes for the production, quality control, quality assurance and packing of the goods. The manufacturer shall provide reasonable assistance to the representative for such appraisal, including copies of any documentation as may be necessary. The inspection may be carried out in conjunction with the National Regulatory Authority.

Pre-delivery Inspections

UNICEF may request that an independent inspector comes to conduct a pre-delivery inspection and collection of products for testing prior to acceptance of delivery. UNICEF reserves the right to reject any products that does not conform to the required specification.

Product composition and/or process changes

UNICEF should be notified and approve of any changes in the formulation, ingredients, excipient sources, finished product specifications and/or major manufacturing process changes that has been included in the original bid submission. (e.g: a change in vitamin and mineral supplier or formula, the addition of a heat step in the product manufacture). Failure to notify UNICEF of product and process changes may result in termination of any LTA and/or pending orders.

Shelf life and storage conditions

Unless specifically authorised in writing by UNICEF, products must be of fresh production e.g., remaining 80% of shelf life at the time of delivery. Shelf life and storage conditions must be confirmed by stability studies conducted according to the standard specified in the Interagency Requirements for stability studies for Therapeutic Foods or International CH/WHO's Stability testing of active pharmaceutical ingredients and finished pharmaceutical products attached to the bid document.

Labels and leaflets

The following codex standards on nutrition labeling (Codex STAN 1-1985; Codex STAN 146-1985) should be followed, especially with regards to nutrient declaration, nutrition claim and listing of nutrients. All the packs or containers must be affixed with a clear label, using undeletable ink and able to withstand tropical climates. As a minimum requirement, unless otherwise agreed with UNICEF, all labels and inserts must be printed in English and French and should contain at least the following information: I If the product Technical Specification require leaflet, these must also be bilingual and comply to the above international standards.

- Generic name of product (any brand name used must be indicated in the product questionnaire and its suitability assessed and approved by UNICEF as part of the technical evaluation);
- Product description and target recipient group
- A list of the ingredients in descending order of quantities. A detailed list of the active ingredients (vitamin and mineral premix) showing the amount of each present in 100g of finished product.
- Net content
- Manufacturer's name and address;
- Storage conditions (any precautions with respect to excursions outside the prescribed storage requirements should be indicated.);
- Instruction for use in written and pictorial form, and any warnings or precautions that may be necessary.
- Batch number assigned by the manufacturer;
- Manufacturing date in an easily understandable format;
- Best before date in an easily understandable format.

UNICEF should be notified and approve of any changes in labeling of the primary and secondary finished product packaging.

For delivery to UNICEFs warehouse facilities, separate labeling and barcode requirements apply http://www.unicef.org/supply/index_41950.html

Dangerous Goods

UNICEF requires that dangerous goods are identified as such and appropriate UN number, packing group and IATA classification are included in a submitted material safety data sheet (MSDS). MSDS is required with each shipment of dangerous goods.

Registration of Products

If the receiving country of goods requires that an imported product is registered, UNICEF requires the supplier to arrange the registration and comply with the National regulatory authorities.

Samples

Bidders are required to submit one packaging unit non-returnable samples for technical evaluation if not otherwise stated. Samples will normally be accepted up to one week after the solicitation of the bid.

Samples submitted should be in their final status and packaging as intended to be supplied on purchase orders (primary, secondary and tertiary packaging). Labelling and packaging shall be in the format as they would appear at the time of supply; including accessories, pack inserts or similar. Samples must be sent together with the respective Certificate of Analysis.

Sample shall be mailed to:

UNICEF Supply Division
Medicines and Nutrition Centre
Oceanvej 10-12
DK # 2150 Nordhavn, Copenhagen
Denmark

All technical documentation should be submitted electronically into a OneDrive folder as specified by UNICEF, separately to financial proposals. Enquiries can be sent to sd.nutritionssupplies@unicef.org. UNICEF's product catalogue can be found here : http://www.unicef.org/supply/index_52843.html

INSTRUCTION TO BIDDERS

1. MARKING AND SUBMITTING OFFERS

1.1 Offers shall be returned in the manner (E-mailed or Faxed) indicated in the cover page of this document.

1.2 The Bid Form must be signed, and submitted together with the offer. The Bid Form should be signed by the duly authorized representative of the submitting company.

1.3 Bidders should note that offers received in the following manners will be invalidated:

- a) without the Bid number;
- b) with incorrect e-mail address or fax number than prescribed in the Bid documents;
- c) in a different form than prescribed in the Bid documents;
- d) do not follow the required confidentiality;
- e) received after the stipulated closing time and date.
- f) failure to quote in the currency stated in the Bid documents.

1.4 E-MAILED OFFERS (Electronic submission of Offers)

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

1.4.2 Offers can be sent in batches not to exceed UNICEF's e-mail size quota of ten (10) megabytes per e-mail.

1.4.3 All e-mail communication in relation to the offer must clearly indicate the reference Bid number followed by the company name; (e.g 18123 Vendor Inc. for ITB-DAN-2014-18123) in the #Subject# line of the e-mail.

1.4.4 All Offers submitted by e-mail must be submitted as PDF (Portable Document Format) file.

1.4.5 Upon receipt of the offer submission, an "acknowledge receipt" will be generated automatically and sent to the sender's e-mail address. The notification serves as the only proof of receipt from UNICEF.

1.5 FAXED OFFERS must be sent to the ONLY ACCEPTABLE FAX NUMBER indicated on the Page 1 of this Bid Document.

2. PUBLIC OPENING OF OFFER

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

3. REQUEST FOR INFORMATION

3.1 Any request for information regarding the specifications should be sent to the Contracting Officer indicated in this Bid document, and NOT to the Bid Section.

4. ERROR IN OFFERS

4.1 Bidders are expected to examine all requirements and instructions pertaining to the work or Bid. Failure to do so will be at Bidders own risk. In case of errors in the

extended price, unit price shall govern.

5. CORRECTIONS

5.1 Erasures or other corrections in the offer must be explained with the signature of the Bidder shown alongside.

6. MODIFICATION AND WITHDRAWAL

6.1 All changes to an offer must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier offer, or state the changes from the original offer.

6.2 Offers may be withdrawn on e-mailed, faxed or written request received from Bidders prior to the opening time and date. Negligence on the part of the Bidder confers no right for the withdrawal of the offer after it has been opened.

7. VALIDITY OF OFFERS

7.1 Offers should be valid for a period of not less than 90 days after bid opening, unless otherwise specified in the Specific Terms and Conditions. Bidders are requested to indicate the validity period of their offer. UNICEF may request the validity period to be extended.

8. INCOTERMS

8.1 Failure to quote in accordance with the requested INCOTERMS may result in invalidation of your offer.

9. SUPPLIER REGISTRATION AND EVALUATION

9.1 UNICEF is part of the United Nations Global Marketplace (UNGM). Accordingly, all bidders must apply to become a UNICEF supplier and this is done via the UNGM website at <http://www.ungm.org>. The assessment of the application is based on the relevance of the products to UNICEF. Please note that a UNGM registration should be completed as soon as possible, and before an award can be made.

10. COUNTRY OF ORIGIN

10.1 Items produced in countries other than that of the Bidder must be indicated, stating the country of origin. Bidders may be required to submit a Certificate of Origin of Goods issued by the Chamber of Commerce or other equivalent authority.

11. RIGHTS OF UNICEF

11.1 UNICEF reserves the right to INVALIDATE any offer for reasons mentioned above, and, unless otherwise specified by UNICEF or by the Bidder, to accept any item in the offer.

11.2 UNICEF reserves the right to INVALIDATE any offer received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract.

GENERAL TERMS AND CONDITIONS

A. ACCEPTANCE OF PURCHASE ORDER

The Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of the Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNICEF unless agreed to in writing by a duly authorized official of UNICEF.

B. PAYMENT

1. UNICEF shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
2. Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
3. Unless authorized by UNICEF, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number. The prices shown in this Purchase Order may not be increased except by express written agreement of UNICEF.

C. TAX EXEMPTION

1. Section 7 of the Convention of the Privileges and Immunities of the United Nations provides, inter-alia, that the UN, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNICEF's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNICEF to determine a mutually acceptable procedure.
2. Accordingly, the Supplier authorizes UNICEF to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNICEF before the payment thereof and UNICEF has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

D. EXPORT LICENCES

Notwithstanding any INCOTERM used in the Purchase Order, the Supplier shall obtain any export licences required for the goods.

E. RISK OF LOSS Notwithstanding any INCOTERM used in this Purchase Order, risk of loss, damage to or destruction of the goods shall be borne by the Supplier until physical delivery of the goods to the consignee has been completed in accordance with the terms of this Purchase Order.

F. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under the Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNICEF, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

G. INSPECTION

1. UNICEF shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance not conforming to the Purchase Order; payment for goods pursuant to the Purchase Order shall not be deemed an acceptance of the goods.
2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

H. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNICEF of the goods sold under the Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNICEF and the United Nations harmless from any actions or claims brought against UNICEF or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

I. RIGHTS OF UNICEF

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of the Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNICEF may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

1. Procure all or part of the goods from other sources, in which event UNICEF may hold the Supplier responsible for any excess cost occasioned thereby.
2. Refuse to accept delivery of all or part of the goods.
3. Terminate this Purchase Order without any liability for termination charges or any other liability of any kind of UNICEF.

J. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNICEF to determine the most expeditious means for delivering the goods and (ii) use and expedite means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNICEF.

K. ASSIGNMENT AND INSOLVENCY

1. The Supplier shall not, except after obtaining the written consent of UNICEF assign, transfer, pledge or make other disposition of the Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

L. USE OF UNICEF OR UN NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNICEF or the United Nations for any purpose.

M. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNICEF without specific permission of UNICEF in each instance.

N. SETTLEMENT OF DISPUTES

Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

O. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

P. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle UNICEF to terminate the Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNICEF.

Q. MINES

The Supplier guarantees that neither the Supplier's company, nor any of its affiliates, nor any subsidiaries controlled by its company, is engaged in the sale or manufacture of antipersonnel mines or of components utilized in the manufacture of anti-personnel mines. The Supplier recognizes that a breach of this provision will entitle UNICEF to terminate its supply contract with the Supplier.

Rev.1 - 1 February 1997