

INVITATION TO BID

ITB-DAN-2018-19464

01 February 2018

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a bid for

WASH & dignity kits and individual items for WASH & dignity Kits
for Long Term Arrangement for UNICEF Warehouse replenishment, Emergency Response and
Direct Distribution to UNICEF Worldwide Programmes

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-2018-19464 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 06 March 2018 and will be publicly opened at 10:30 (Copenhagen time) on 08 March 2018. 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:

Henriette Vilsen 
(To be contacted for additional information, NOT FOR SENDING OFFERS)
Email : hvilsen@unicef.org

Verified By:



Peter Harvey

Verified By:



Katinka Aanjesen Rosenbom

Approved By:



Etleva Kadilli

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-2018-19464** 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
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SCHEDULE NO: 1 WASH

00010 S5006123 1 each

General description:

First Response WASH and Dignity kit, packed for 5 Family/Household. (This kit does NOT contain water Purification Tablets.)

Technical specifications:

Immediate Response WASH & Dignity kit sufficient for the needs of 5 Families/Households - for early response in emergencies.

The kit is designed for families of five; including two adults and three children/adolescents; for emergency situations for a period of one month.

Kit contents:

(Quantity x S-number # Item description)

- 10 x S5007311 - Water cont,PVC/PE,10l,collaps.,w/o logo
- 5 x S5007315 - Bucket,HDPE,with lid,14 litre
- 60 x S0552000 - Soap,toilet,bar,approx.110g,wrapped
- 5 x S5006286 - Torch, handheld, self- powered
- 5 x S5006275 - Child potty
- 10 x S5006276 - Multipurpose Cloth, cotton, 1x1.5m
- 10 x S5006271 - Reusable menstrual Pads,kit
- 10 x S5006282 - Sanitary pads,female,w/wings,disposables
- 5 x S5006313 - Whistle, for safety use, metal
- 5 x S5006283 - Underwear,female panties,qty 3x3 (S, M, L)
- 5 x S5006288 - Laundry detergent, 1.5kg
- 5 x S500XXXX - Guidance on kit use, Flyer

Important note

This specific WASH & Dignity Kit version does NOT contain Water Purification Tablets. These are to be ordered separately, if required.

Transport and storage

Packaging: Packed in heavy duty double wall export cartons

Shipping details: 12 cartons per full pallet,
and 21 pallets (US) per 40 feet Container

Instructions for use

One kit is sufficient for the needs of 5 families for one month (25 people)

For early response in emergencies

**Please provide the following staircase unit price
on FCA Main seaport containerized :**

1 - 200 kits _____

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	201 - 400 kits _____			
	401 - 600 kits _____			
	601 - 1,000 kits _____			
	1,001 kits and above _____			
	Name of seaport _____			

Please provide the following staircase unit price on FCA main airport :

- 1 - 200 kits _____
- 201 - 400 kits _____
- 401 - 600 kits _____
- 601 - 1,000 kits _____
- 1,001 kits and above _____
- Name of airport _____

Please provide the following staircase unit price on DAP Unicef Copenhagen Warehouse :

- 1 - 200 kits _____
- 201 - 400 kits _____
- 401 - 600 kits _____
- 601 - 1,000 kits _____
- 1,001 kits and above _____

Please also indicate the unit

Weight _____

Volume _____

And how many units can fit into one 20ft container

How many units can fit into one 40ft container

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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This item is part of the Water and Sanitation, Emergency Response List. In this regard, UNICEF would like you to confirm your willingness to stock 2000 kits on your premises, free of charge/at no cost to Unicef and at your own risk. The product shall be made available on FCA basis within 48 hours of receiving an order. This quantity will be kept constant and shall be replenished as soon as a delivery against this stock is made.

Please confirm () yes () no

Suggested alternative stock quantity _____

Replenishment time _____

In addition to these 2000 kits, Unicef would like you to confirm your possibility to deliver 1000 additional kits on FCA basis within 10 days.

Please confirm () yes () no

Suggested alternative quantity _____

The bidder is also requested to indicate the standard deliver time of these kits for non-Emergency procurement.

Delivery time (FCA basis) _____

Delivery time (DAP Unicef Copenhagen Warehouse, i.e. including transportation to Copenhagen) _____

00020 S5006122 1 each

General description:

First Response WASH and Dignity kit, packed for 1 Family/Household. (This kit does NOT contain water Purification Tablets.)

Technical specifications:

Immediate Response WASH & Dignity kit sufficient for the needs of 1 Family/Household - for early response in emergencies.

The kit is designed for a family of five; including two adults and three children/adolescents; for emergency situations for a period of one month.

Kit contents:

(Quantity x S-number # Item description)

Item No	Item Description	Quantity/Unit	Unit Price	Amount
2	x S5007311 - Water cont,PVC/PE,10l,collaps.,w/o logo			
1	x S5007315 - Bucket,HDPE,with lid,14 litre			
12	x S0552000 - Soap,toilet,bar,approx.110g,wrapped			
1	x S5006286 - Torch, handheld, self- powered			
1	x S5006275 - Child potty			
2	x S5006276 - Multipurpose Cloth, cotton, 1x1.5m			
2	x S5006271 - Reusable menstrual Pads,kit			
2	x S5006282 - Sanitary pads,female,w/wings,disposables			
1	x S5006313 - Whistle, for safety use, metal			
1	x S5006283 - Underwear,female panties,qty 3x3 (S, M, L)			
1	x S5006288 - Laundry detergent, 1.5kg			
1	x S500XXXX - Guidance on kit use, Flyer			

Important note

This specific WASH & Dignity Kit version does NOT contain Water Purification Tablets. These are to be ordered separately, if required.

Transport and storage

Packaging: Packed in heavy duty double wall export cartons

Instructions for use

One kit is sufficient for the needs of 1 family for one month (5 people)
For early response in emergencies

Please provide the following staircase unit price on FCA Main seaport containerized :

1 - 1000 kits _____

1001 - 2000 kits _____

2001 - 3000 kits _____

3001 - 5000 kits _____

5001 kits and above _____

Name of seaport _____

Please provide the following staircase unit price on FCA main airport :

1 - 1000 kits _____

1001 - 2000 kits _____

2001 - 3000 kits _____

3001 - 5000 kits _____

5001 kits and above _____

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Name of airport _____

Please provide the following staircase unit price on DAP Unicef Copenhagen Warehouse :

1 - 1000 kits _____

1001 - 2000 kits _____

2001 - 3000 kits _____

3001 - 5000 kits _____

5001 kits and above _____

Please also indicate the unit

Weight _____

Volume _____

And how many units can fit into one 20ft container

How many units can fit into one 40ft container

This item is part of the Water and Sanitation, Emergency Response List. In this regard, UNICEF would like you to confirm your willingness to stock 5500 kits on your premises, free of charge/at no cost to Unicef and at your own risk. The product shall be made available on FCA basis within 48 hours of receiving an order. This quantity will be kept constant and shall be replenished as soon as a delivery against this stock is made.

Please confirm () yes () no

Suggested alternative stock quantity _____

Replenishment time _____

In addition to these 5500 kits, Unicef would like you to confirm your possibility to deliver 1000 additional kits on FCA basis within 10 days.

Please confirm () yes () no

Suggested alternative quantity _____

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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The bidder is also requested to indicate the standard deliver time of these kits for non-Emergency procurement.

Delivery time (FCA basis) _____

Delivery time (DAP Unicef Copenhagen Warehouse, i.e. including transportation to Copenhagen) _____

00025	S0000272	1 each		
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General Description:

Disposable baby diapers (nappies), Newborn sizes, 2 packs.

Technical Specifications:

Disposable baby diapers for age 0 up to approximately 2 months.

Free from Chlorine, fragrance and dye.

Inner layer must be soft for baby skin, with absorbent core that keeps the moisture away from the baby's skin.

Waterproof, breathable, outer layer.

Leg opening with leak-free design.

Elastic waist with secure closure tapes.

Being for Newborns, the diapers design must be particularly smooth towards umbilicus.

Single use, but if possible, biodegradable.

Each of the two standard packs should contain minimum 30 and preferably around 40 diapers of the following sizes:

- Pack 1: Size 1, 2-5kg
- Pack 2: Size 2, 3-6.5kg

NOTE FOR BIDDERS:

- The offer must include the details of absorption material.
- Considering that standard pack sizes might vary depending on manufacturer and market, the unit evaluation will consider cost per diaper.

Please provide the following staircase unit price on FCA Main seaport containerized & FCA main airport:

1 - 50 units _____

51 - 100 units _____

101 - 500 units _____

501 - 1000 units _____

1001 units and above _____

Delivery time _____

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Unit weight _____

Unit volume _____

00030 S0000273 1 each

General Description:

Reusable baby diapers (nappies), composed of washable square cloths with Waterproof Pants / Diaper covers

Technical Specifications:

Reusable baby diaper kit, consisting of:

Nappies (Diapers), washable square cloth,
100% cotton, preferable white, size 80x80cm,
Hem or overlock stitched all four sides,
Weight per piece minimum 80g.

- Quantity: 2x12 (or equivalent total quantity of 24)

Waterproof Pants / Diaper covers, made from extra strong plastic (Polyethylene or rubber),
pull-up style with elastic at waist and leg openings for comfort and leak security.

They are suitable for wearing over nappies and other absorbent underwear.

Three different sizes to cover from newborn to 12-18 months age child (e.g. sizes S, M and L).

- Quantity: Total 18 pants, i.e. 6 pants per size/age

**Please provide the following staircase unit price
on FCA Main seaport containerized & FCA main airport:**

1 - 50 kits _____

51 - 100 kits _____

101 - 500 kits _____

501 - 1000 kits _____

1001 kits and above _____

Delivery time _____

Unit (kit) weight _____

Unit (kit) volume _____

00040 S0000274 1 each

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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General Description:

Baby zinc ointment, Baby nappy rash cream

Technical Specifications:

Baby Ointment (Rash Cream)

Zinc ointment for preventing diaper rash with babies.

Ointment is expected to contain around 20% of Zinc Oxide.

The balance ingredients can be paraffin, petrolatum or beeswax.

Detailed name and percentage of ingredients should be submitted with the offer.

Shelf-life: at least 3 years

- Quantity: Total 500g, in 2 or more appropriate tube sizes.

Zinc Ointment: for preventing diaper rash,

Ointment contain 20% of Zinc Oxide,

The balance is paraffin, petrolatum or beeswax.

Please provide the following staircase unit price

on FCA Main seaport containerized & FCA main airport:

1 - 50 units _____

51 - 100 units _____

101 - 500 units _____

501 - 1000 units _____

1001 units and above _____

Deliver time _____

Unit (tube) weight _____

Unit (tube) volume _____

00050 S0000278

1 each

General Description:

Plastic hair comb with handle.

Technical Specifications:

Hair comb.

Plastic comb with handle.

Medium size (approximately 20cm long).

Teeth spacing not less than 2mm.

Please provide the following staircase unit price

on FCA Main seaport containerized & FCA main airport:

1 - 50 units _____

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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51 - 100 units _____

101 - 500 units _____

501 - 1000 units _____

1001 units and above _____

Delivery time _____

Unit weight _____

Unit volume _____

00060 S0000279 1 each

General Description:

Water container (Kettle) with spout in PVC for personal sanitary cleansing.

Technical Specifications:

Plastic Kettle or similar water container for sanitary use.

Standard water container with spout in PVC or similar for toilet use (anal cleansing).

Container capacity of approximately 1 liter.

Please provide the following staircase unit price
on FCA Main seaport containerized & FCA main airport:

1 - 50 units _____

51 - 100 units _____

101 - 500 units _____

501 - 1000 units _____

1001 units and above _____

Delivery time _____

Unit weight _____

Unit volume _____

00070 S0000284 1 each

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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General Description:

Female underwear, Girl panties of brief type, 3 of each sizes small, medium, large.

Technical Specifications:

Underwear for girls.

Female underwear for girls between 2-10 years old.

Panties of brief type with elastic waistband and flexible leg openings.

Made of breathable and stretchable material, preferably 100% cotton.

Color: White or neutral.

Each pack consists of 9 panties, composed of 3 each of the following 3 sizes:

Age group 2-4 years: waist size 51-53cm (EU 98)

Age group 5-7 years: waist size 54-57cm (EU 116/122)

Age group 8-10 years: waist size 58-61 cm (EU 134)

Please provide the following staircase unit price

on FCA Main seaport containerized & FCA main airport:

1 - 50 packs _____

51 - 100 packs _____

101 - 500 packs _____

501 - 1000 packs _____

1001 packs and above _____

Delivery time _____

Unit (pack) weight _____

Unit (pack) volume _____

00080 S0000300

1 each

General Description:

Male underwear, Boys underpants of brief type, 3 of each sizes small, medium, large.

Technical Specifications:

Underwear for boys.

Male underwear for boys between 2-10 years old.

Underpants of brief type with elastic waistband and flexible leg openings. Simple, fly free, seamless pouch front.

Made of breathable and stretchable material, preferably 100% cotton.

Color: White or neutral.

Each pack consists of 9 underpants, composed of 3 each of the following 3 sizes:

Age group 2-4 years: waist size 51-53cm (EU 98)

Age group 5-7 years: waist size 54-57cm (EU 116/122)

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	Age group 8-10 years: waist size 58-61 cm (EU 134)			
	Please provide the following staircase unit price on FCA Main seaport containerized & FCA main airport:			
	1 - 50 packs _____			
	51 - 100 packs _____			
	101 - 500 packs _____			
	501 - 1000 packs _____			
	1001 packs and above _____			
	Delivery time _____			
	Unit (pack) weight _____			
	Unit (pack) volume _____			

00090 S0000301 1 each

General Description:

Male underwear, Mans underpants of brief type, 3 of each sizes small, medium, large.

Technical Specifications:

Underwear for men.
 Male underwear of brief type with comfort soft waistband.
 Underpants made of breathable material, preferably 100% cotton. Fly free, seamless pouch front.
 Color: White or neutral.

Each pack consists of 9 underpants, composed of 3 each of the following 3 sizes:
 Small: waist size 28-30 inches (74-79cm)
 Medium: waist size 31-34 inches (81-86cm)
 Large: waist size 35-38 inches (88-95cm)

Please provide the following staircase unit price on FCA Main seaport containerized & FCA main airport:

- 1 - 50 packs _____
- 51 - 100 packs _____
- 101 - 500 packs _____
- 501 - 1000 packs _____
- 1001 packs and above _____

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Delivery time _____

Unit (pack) weight _____

Unit (pack) volume _____

00100	S0000285	1 each		
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General Description:

Garbage bags, 100 liters

Technical Specifications:

Garbage Bag.

Plastic, strong, and durable plastic bag

Capacity of 100 liters.

Black color.

Material thickness not less than 40 micron.

Can carry weight up to 50kg.

With drawstring around the top for closure.

In pack of 30 bags, or equivalent.

Please provide the following staircase unit price
on FCA Main seaport containerized & FCA main airport:

1 - 50 packs _____

51 - 100 packs _____

101 - 500 packs _____

501 - 1000 packs _____

1001 packs and above _____

Delivery time _____

Unit (pack) weight _____

Unit (pack) volume _____

00110	S0000289	1 each		
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General Description:

Petroleum jelly (petrolatum skin cream)

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Technical Specifications:

Petroleum jelly, material category of Body lotion etc, also known as Vaseline/Vaselina.
 Petroleum jelly used to moisturize, protect, repair and soothe the skin.
 Supplied in tube or tin of approximately 125ml.

Shelf Life: at least 3 years.

Please provide the following staircase unit price on FCA Main seaport containerized & FCA main airport:

- 1 - 50 tubes _____
- 51 - 100 tubes _____
- 101 - 500 tubes _____
- 501 - 1000 tubes _____
- 1001 tubes and above _____
- Delivery time _____
- Unit (tube) weight _____
- Unit (tube) volume _____

00120	S0000303	1 each		
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General Description:
 Nail clipper of medium size, metal

Technical Specifications:
 Nail clipper of medium size (approx. 60-70mm long), stainless steel or chromium plated, ergonomic design, and smooth action.

Unit: 1 Nail clipper

Emergency scenarios
 For primary use in displacement environment or natural disasters

Target population:
 Households

Packaging and labelling:
 Packaging: Packed in heavy duty double wall export cartons
 Shipping details: 'xx' cartons per full pallet,

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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and 21 pallets (US) per 40 feet Container ('yyy' kits in total)

Please provide the following staircase unit price on FCA Main seaport containerized & FCA main airport:

1 - 50 units _____

51 - 100 units _____

101 - 500 units _____

501 - 1000 units _____

1001 units and above _____

Delivery time _____

Unit weight _____

Unit volume _____

00130 S0000304 1 each

General Description:
Safety pins.

Technical Specifications:
Medium size safety pins (app. 40-45 mm long), nickel-free.
The safety pin is also known as a baby pin, commonly used to fasten pieces of fabric or clothing together
Supplied in pack of 12.

Please provide the following staircase unit price on FCA Main seaport containerized & FCA main airport:

1 - 50 packs _____

51 - 100 packs _____

101 - 500 packs _____

501 - 1000 packs _____

1001 packs and above _____

Delivery time _____

Unit (pack) weight _____

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Unit (pack) volume _____

00140	S0565850	1 Pack		
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General Description:

Razor, single edge, plastic, single use, pack of 10.

Technical Specifications:

Single use razor, plastic handle and head with single blade

Stainless steel blade edge, cutting edge on one side, protected by detachable plastic cap.

Dimensions: head approx. 4 cm, handle approx. 11 cm.

Single use.

Non sterile.

Packaging and labelling:

Primary packaging:

One (1) pack of 10 razors.

Labelling on the primary packaging:

Name and/or trademark of the manufacturer.

Manufacturer's product reference.

Type of product and main characteristics. If the packaging is not transparent, it must bear a diagram (preferably actual size) showing the essential parts of the product and indicating the position of the product in the packaging.

Lot number prefixed by the word "LOT" (or equivalent harmonised symbol) (if applicable).

Expiry date by year and month, prefixed by the word "EXP" (or equivalent harmonised symbol) (if applicable).

The words "for single use" (or equivalent harmonised symbol).

The words "destroy after use" (if space allows).

Number of units per primary packaging (if applicable).

Information for particular storage conditions (temperature, pressure, light, humidity, etc.), as appropriate (or equivalent harmonised symbol).

Manufacturer's instruction for use.

Alternatively, the instruction for use can be indicated on a separate insert.

Over packaging: Packaging unit.

Please provide the following staircase unit price

on FCA Main seaport containerized & FCA main airport:

1 - 50 packs _____

51 - 100 packs _____

101 - 500 packs _____

501 - 1000 packs _____

1001 packs and above _____

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	Delivery time _____			
	Unit (pack) weight _____			
	Unit (pack) volume _____			

00150 S2270500 1 each

General Description:

Scissors, all purpose, sharp/blunt blades, 180 mm.

Technical Specifications:

Scissors; all purpose, sharp/blunt blades of stainless steel, riveted with a screw in stainless steel or rust proof metal securing the two blades. The handle should be of sturdy plastic which enables a good grip, sized for adult use. Total length of the scissors: 180mm. The grip loop on the handle must be made for left and right handed users.

Packing:

One scissors packed in a plastic bag.

Please provide the following staircase unit price on FCA Main seaport containerized & FCA main airport:

1 - 50 packs _____

51 - 100 packs _____

101 - 500 packs _____

501 - 1000 packs _____

1001 packs and above _____

Delivery time _____

Unit (pack) weight _____

Unit (pack) volume _____

00160 S0552000 1 each

General Description:

Soap, toilet, bar, wrapped, minimum 100 g

Technical Specifications:

Hand soap for personal hygiene, Suitable for both baby and adult, Non-perfumed, for normal skin, Not less than 100 g (100-110g), Long durability.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Individually wrapped bar.
 The soap bar shall not be marked with any brand name or manufacturer's logo. (Information is to be placed on the wrapping)

Composed of:
 TFM (total fatty matter) content: Minimum 70 %. Glycerin approx. 1 % Others: approx. 29%
 pH Value (conc. 1% at 40°C) : 9-11. Does not contain fat from pig

Packing:
 One (1) bar of toilet soap, individually wrapped.

Please provide the following staircase unit price on FCA Main seaport containerized & FCA main airport:

- 1 - 50 units _____
- 51 - 100 units _____
- 101 - 500 units _____
- 501 - 1000 units _____
- 1001 units and above _____

Delivery time _____

Unit weight _____

Unit volume _____

00170 S0000306 1 each

General Description:
 Soap Box, two-piece, plastic

Technical Specifications:
 Soap box.
 A two-piece Plastic box for soap made of boilable plastic. Suitable size for the soap offered for the above kit.

Please provide the following staircase unit price on FCA Main seaport containerized & FCA main airport:

- 1 - 50 units _____
- 51 - 100 units _____
- 101 - 500 units _____

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	501 - 1000 units _____			
	1001 units and above _____			
	Delivery time _____			
	Unit weight _____			
	Unit volume _____			

00180 S0000307 1 each

General Description:

Toilet paper, for sanitary use, 1 roll/pack

Technical Specifications:

Toilet paper.

Toilet paper of 2 ply soft, strong, and good absorbance sheets.

Chlorine-free, and preferably of recycled material (offers to specify the percentage of recycled content).

For reduction of packing space, either the roll must be coreless or be of (flat) interfold pack type.

Minimum 500 sheets per roll or pack.

Minimum weight per roll or pack 120g.

Neutral color.

Unit is one individually packed roll or flat-pack.

Please provide the following staircase unit price on FCA Main seaport containerized & FCA main airport:

1 - 50 packs _____

51 - 100 packs _____

101 - 500 packs _____

501 - 1000 packs _____

1001 packs and above _____

Delivery time _____

Unit (pack) weight _____

Unit (pack) volume _____

Item No	Item Description	Quantity/Unit	Unit Price	Amount
00190	S0000308	1 each		

General Description:
Toothbrush for adult, medium hardness (for personal hygiene)

Technical Specifications:
Toothbrush suitable for adult.
Toothbrush of adult size, medium hardness, and individually wrapped.
Bristles must be free of sharp or jagged edges and endpoints.
The bristles must not fall out with normal use.
All of the toothbrush components are safe for use.

Unit: 1 individually wrapped toothbrush.

Emergency scenarios
For primary use in displacement environment or natural disasters

Target population:
Households

Packaging and labelling:
Packaging: Packed in heavy duty double wall export cartons
Shipping details: 'xx' cartons per full pallet,
and 21 pallets (US) per 40 feet Container ('yyy' kits in total)

**Please provide the following staircase unit price
on FCA Main seaport containerized & FCA main airport:**

1 - 50 units _____

51 - 100 units _____

101 - 500 units _____

501 - 1000 units _____

1001 units and above _____

Delivery time _____

Unit weight _____

Unit volume _____

00200	S0000309	1 each		
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General Description:
Toothbrush for children, soft (for personal hygiene)

Technical Specifications:

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Toothbrush suitable for children.
 Toothbrush of small size suitable for children, soft, and individually wrapped.
 Bristles must be free of sharp or jagged edges and endpoints.
 The bristles must not fall out with normal use.
 All of the toothbrush components are safe for use.

Unit: 1 individually wrapped toothbrush.

Emergency scenarios
 For primary use in displacement environment or natural disasters

Target population:
 Households

Packaging and labelling:
 Packaging: Packed in heavy duty double wall export cartons
 Shipping details: 'xx' cartons per full pallet,
 and 21 pallets (US) per 40 feet Container ('yyy' kits in total)

**Please provide the following staircase unit price
 on FCA Main seaport containerized & FCA main airport:**

- 1 - 50 units _____
- 51 - 100 units _____
- 101 - 500 units _____
- 501 - 1000 units _____
- 1001 units and above _____
- Delivery time _____
- Unit weight _____
- Unit volume _____

00210	S0000310	1 each		
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General Description:
 Toothpaste for adults (for personal hygiene), 75ml.

Technical Specifications:
 Toothpaste for adults.
 Non-fluoride (since also to be used in regions with excess levels of fluoride).
 No flavour - or peppermint flavour.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Shelf Life: toothpaste should have shelf life at least 3 years.

Unit: 1 tube of 75ml

Label shall indicate name of each component and percentage of contents/ingredients such as abrasives, surfactant and other components.

Emergency scenarios

For primary use in displacement environment or natural disasters

Target population:

Households

Packaging and labelling:

Packaging: Packed in heavy duty double wall export cartons

Shipping details: 'xx' cartons per full pallet,

and 21 pallets (US) per 40 feet Container ('yyy' kits in total)

Please provide the following staircase unit price

on FCA Main seaport containerized & FCA main airport:

1 - 50 units _____

51 - 100 units _____

101 - 500 units _____

501 - 1000 units _____

1001 units and above _____

Delivery time _____

Unit weight _____

Unit volume _____

00220 S0000311

1 each

General Description:

Toothpaste for children (for personal hygiene), 75ml.

Technical Specifications:

Toothpaste suitable for children.

Non-fluoride (since also to be used in regions with excess levels of fluoride).

Neutral flavour.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Shelf Life: toothpaste should have shelf life at least 3 years.

Unit: 1 tube of 75ml.

NOTE FOR BIDDERS: The offer shall indicate name of each component and percentage of contents/ingredients such as abrasives, surfactant and other components.

Emergency scenarios

For primary use in displacement environment or natural disasters

Target population:

Households

Packaging and labelling:

Packaging: Packed in heavy duty double wall export cartons

Shipping details: 'xx' cartons per full pallet,
and 21 pallets (US) per 40 feet Container ('yyy' kits in total)

**Please provide the following staircase unit price
on FCA Main seaport containerized & FCA main airport:**

1 - 50 units _____

51 - 100 units _____

101 - 500 units _____

501 - 1000 units _____

1001 units and above _____

Delivery time _____

Unit weight _____

Unit volume _____

00230	S0000312	1 each		
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General Description:

Bath towel, Cotton, Turkish or similar quality, size of 75x130cm.

Technical Specifications:

Towel.

Bath towel, Turkish or similar quality.

Made from 100% cotton, very absorbent,

Not less than 400gsm fabric weight.

Rough, loose, uncut pile weaves.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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With hemmed selvage (bordering towel edge).
Neutral color.
Approx. size of 75x130cm.

Please provide the following staircase unit price
on FCA Main seaport containerized & FCA main airport:

1 - 50 units _____

51 - 100 units _____

101 - 500 units _____

501 - 1000 units _____

1001 units and above _____

Delivery time _____

Unit weight _____

Unit volume _____

00240	S0000314	1 each		
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General Description:

Bucket (pail/container), small, stackable, round, made of HDPE (High Density Poly Ethylene), with sturdy plastic handle, capacity 5 litres.

Technical specifications:

Bucket made of virgin HDPE (High Density PolyEthylene)/virgin LDPE (Low Density PolyEthylene), per EN1186-3-9 or equivalent corresponding standard, tough durable UV-resistant that will not deteriorate in harsh sunlight, and safe for food and drinking water storage.

The bucket capacity is 5 litres min.

Wall thickness (approx. 1.3 mm) shall allow rigid and sturdy quality. The walls must have a smooth gloss finish and meet the bottom of the bucket with a curved inside surface to prevent dirt and bacteria accumulation and to facilitate cleaning.
The top is reinforced to prevent ovaling.

The bucket is equipped with a sturdy and comfortable flat plastic handle (w/no sharp edges) to ensure the easy carrying by hand. The plastic handle made of LDPE, together with the handle-ears of the bucket, must be sturdy enough to carry a fully filled bucket weight without bending or shearing off at the handle attachment level.

NOTE: The buckets shall be stackable and their shape shall allow each bucket to be easily split from the stack.

To ensure the easy splitting of buckets from stacks, the buckets shall be equipped with

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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sturdy downwards extensions of the handle ears, or other similar in-built stacking-stop, to PREVENT the buckets from being pressed firmly into each other during packing and transport.

Packing details:

The buckets are stacked/packed inside one export carton, with an identical number of buckets per stack. The quantity of buckets per stack shall be in multiples of 5 buckets to make counting at distribution more appropriate. Each pallet shall be filled both in the most optimal space saving way and in the safest way to conserve the bucket from any damage.

The export carton walls shall be very strong, sturdily rigid and resistant for palletized stacking without bending, and if necessary reinforced by other means (e.g. in corners) to allow stacking of palletized cartons upon each other without compressing the buckets in the lower layers.

Please provide the following staircase unit price on FCA Main seaport containerized & FCA main airport:

1 - 50 units _____

51 - 100 units _____

101 - 500 units _____

501 - 1000 units _____

1001 units and above _____

Delivery time _____

Unit weight _____

Unit volume _____

00245 S5007315 1 each

General Description:

Bucket (container), stackable, round, made of HDPE (High Density Poly Ethylene), with lid, cap and plastic handle, capacity 14 litres. Also called "the OXFAM bucket".

Technical Specifications:

Bucket made of HDPE (High Density Poly Ethylene), UV resistant and safe for food and water storage.

The bucket capacity is 14 litres.

Height 33 cm, top diameter 31 cm.

The top is reinforced to prevent ovaling.

The walls shall meet the bottom of the bucket with a curved surface to prevent dirt

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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accumulation and facilitate cleaning.

The bucket has a tight-fitting lid of the same material of the bucket with an attached push-on cap.

Shipping details:

160 buckets could be stacked on a standard Euro pallet (80 x 120 cm) to a height of 122 cm. Packing: 10 buckets stacked inside a plastic bag. A second stack of 10 buckets in plastic bag can be stacked on top of the first. 8 such double stacks are packed one beside the other inside one export carton (bottom up). The lids are packed by number of 10 in 16 separate plastic bags and placed between the buckets.

Please provide the following staircase unit price on FCA Main seaport containerized & FCA main airport:

1 - 50 units _____

51 - 100 units _____

101 - 500 units _____

501 - 1000 units _____

1001 units and above _____

Delivery time _____

Unit weight _____

Unit volume _____

00250	S5007311	1 each		
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General Description:

Collapsible water container, with a capacity of 10 litres, can withstand a 1.8 meter drop test when full, made from food grade material, without logo.

Technical Specifications:

Collapsible container, 10 litre capacity, made of PVC coated polyester fabric, polyethylene, or equivalent material.

UV resistant, can withstand ambient temperatures of -20°C to +50°C.

Suitable for drinking water storage, tested and approved by recognized and specialized laboratories.

Fitted with: Carrying handle, minimum 9 cm long and 3 cm high, with no sharp edges.

An opening of ideally 50 mm diameter, with a matching screw cap for filling/discharge.

The screw cap should be held with a retaining strap.

NOTE: Bidders are welcome to submit one or more alternative option(s) for the same specified jerry can, provided the opening is not less than 30mm.

Cleaning instructions should be provided with each box of containers.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Each container can withstand a 1.8 metre drop test when full.
 Drop test:When filled with water at 20°C, the container must be able to withstand a 1.8 metre drop on a hard surface.
 The test will be considered successful if no leakage is observed after the drop.
 The height of the drop will be measured from the ground level to the bottom of the container.
 The bidders will be requested to send samples for test purposes.
 Design life:Minimum 6 months of use under tropical conditions.
 Markings:NEUTRAL: No name or logo must be marked or engraved on the container.

Packing:

No individual packing.

Please provide the following staircase unit price on FCA Main seaport containerized & FCA main airport:

1 - 50 units _____

51 - 100 units _____

101 - 500 units _____

501 - 1000 units _____

1001 units and above _____

Delivery time _____

Unit weight _____

Unit volume _____

00260 S5006282 1 each

General Description:

Female sanitary pads with wings; single use menstrual pads.

Technical Specifications:

Female disposable (single use) sanitary pads with wings.
 Size and absorbent capacity must be suitable for medium to high flow.
 Ultra-thin pad types will be preferred for both female comfort and packing space reduction.

Unit is one or more pack(s) containing a total of minimum 20 pads.

NOTE TO BIDDER: Bidders are invited to submit also an optional offer for same type of menstrual pads, but made of BIODEGRADABLE materials. This optional offer will contain data sheet/clear specifications including the aspects and degree(s) of biodegradability. And whether any specific considerations to respect in view of the disposal of the biodegradable pads.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Please provide the following staircase unit price on FCA Main seaport containerized & FCA main airport:

1 - 50 kits _____

51 - 100 kits _____

101 - 500 kits _____

501 - 1000 kits _____

1001 kits and above _____

Please provide the following staircase unit price on DAP Unicef Copenhagen Warehouse

1 - 50 kits _____

51 - 100 kits _____

101 - 500 kits _____

501 - 1000 kits _____

1001 - 5000 kits _____

5001 kits and above _____

Delivery time on FCA basis _____

Delivery time on DAP Unicef Copenhagen Warehouse basis (this includes both manufacturing and transportation time to Copenhagen) _____

Unit (kit) weight _____

Unit (kit) volume _____

00270 S5006283 1 each

General Description:

Female underwear, panties of brief type, 3 of each sizes small, medium, large.

Technical Specifications:

Women's underwear.

Female panties of brief type with elastic waistband, elastic leg openings, and crotch panel.

Made of breathable and stretchable material.

Crotch panel is made of 100% cotton.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Color: White or neutral.

Each pack consists of 9 panties, composed of 3 each of the following 3 sizes:

- Small (US6, UK10, EU 32-34):
waist 24-26 inches (62-66cm),
hips 34-36 inches (88-94cm)
- Medium (US8, UK12, EU 36-38):
waist 27-29 inches (68-72cm),
hips 37-39 inches (95-100cm)
- Large: (US8, UK12, EU 40-42)
waist 30-32 inches (75-81cm),
hips 41-43 inches (105-113cm)

Please provide the following staircase unit price
on FCA Main seaport containerized & FCA main airport:

1 - 50 kits _____

51 - 100 kits _____

101 - 500 kits _____

501 - 1000 kits _____

1001 kits and above _____

Please provide the following staircase unit price
on DAP Unicef Copenhagen Warehouse

1 - 50 kits _____

51 - 100 kits _____

101 - 500 kits _____

501 - 1000 kits _____

1001 - 5000 kits _____

5001 kits and above _____

Delivery time on FCA basis _____

Delivery time on DAP Unicef Copenhagen Warehouse basis (this includes both manufacturing
and transportation time to Copenhagen) _____

Unit (kit) weight _____

Unit (kit) volume _____

Item No	Item Description	Quantity/Unit	Unit Price	Amount
00280	S5006288	1 each		

General Description:

Laundry detergent - concentrated washing powder for hand washing of laundry. 1.5kg pack.

Technical Specifications:

Laundry detergent - concentrated washing powder for hand washing of laundry, supplied in 1.5kg pack.

Considering differing climatic disaster situations, the washing powder pack shall be water resistant, i.e. pack could be made of sturdy plastic material (solid plastic bag or similar), carton pack with plastic bag insert, or with protective plastic lamination of the carton.

Shelf Life: expected not less than 3 years

NOTE FOR BIDDERS: The offer must include the detergent formulation and detail the contents by name and their percentages. The offer shall detail the number of standard washes possible per pack in relation to a specified weight of laundry or volume of water.

Emergency scenarios

For primary use in displacement environment or natural disasters

Target population:

Households

Packaging and labelling:

Packaging: Packed in heavy duty double wall export cartons

Shipping details: 'xx' cartons per full pallet, and 21 pallets (US) per 40 feet Container ('yyy' kits in total)

Please provide the following staircase unit price on FCA Main seaport containerized & FCA main airport:

1 - 50 kits _____

51 - 100 kits _____

101 - 500 kits _____

501 - 1000 kits _____

1001 kits and above _____

Please provide the following staircase unit price on DAP Unicef Copenhagen Warehouse

1 - 50 kits _____

51 - 100 kits _____

101 - 500 kits _____

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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501 - 1000 kits _____

1001 - 5000 kits _____

5001 kits and above _____

Delivery time on FCA basis _____

Delivery time on DAP Unicef Copenhagen Warehouse basis (this includes both manufacturing and transportation time to Copenhagen) _____

Unit (kit) weight _____

Unit (kit) volume _____

00290 S5006313 1 each

General Description:
Whistle for safety alert

Technical Specifications:
Metal whistle, food grade material, e.g. stainless steel or equivalent sturdy material.
Robust whistle of standard size
With cord lanyard for hanging the whistle around the neck.

The whistle shall produce very loud and varying sound for use in critical situations.

Please provide the following staircase unit price on FCA Main seaport containerized & FCA main airport:

1 - 50 kits _____

51 - 100 kits _____

101 - 500 kits _____

501 - 1000 kits _____

1001 kits and above _____

Please provide the following staircase unit price on DAP Unicef Copenhagen Warehouse

1 - 50 kits _____

51 - 100 kits _____

101 - 500 kits _____



Item No	Item Description	Quantity/Unit	Unit Price	Amount
	501 - 1000 kits _____			
	1001 - 5000 kits _____			
	5001 kits and above _____			
	Delivery time on FCA basis _____			
	Delivery time on DAP Unicef Copenhagen Warehouse basis (this includes both manufacturing and transportation time to Copenhagen) _____			
	Unit (kit) weight _____			
	Unit (kit) volume _____			

00300 S5006271 1 each

General Description:

Menstrual set, with washable, reusable sanitary pads for menstrual hygiene

Technical Specifications:

A set of reusable, washable sanitary pads for menstrual protection to be used and reused for a duration of minimum one year.

Each set is comprised of:

- 2 Holders made of cotton
- 3 Winged Pads
- 2 Straight pads
- 1 pouch for storage

Pad material:

Pads are made of cotton, preferably flannel, for high absorbance on one side, and synthetic material on the flip side for protection against leakage.

The holders have ribbon bands with edges well stitched by over-locking or other adequate fixation to secure the pads in position.

Colors: grey or light brown.

Workmanship and quality to withstand multiple washes for at least one year.

Use and Care Instructions in English and other UN languages

Please provide the following staircase unit price on FCA Main seaport containerized & FCA main airport:

- 1 - 50 kits _____
- 51 - 100 kits _____
- 101 - 500 kits _____
- 501 - 1000 kits _____

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

1001 kits and above _____

Please provide the following staircase unit price on DAP Unicef Copenhagen Warehouse

1 - 50 kits _____

51 - 100 kits _____

101 - 500 kits _____

501 - 1000 kits _____

1001 - 5000 kits _____

5001 kits and above _____

Delivery time on FCA basis _____

Delivery time on DAP Unicef Copenhagen Warehouse basis (this includes both manufacturing and transportation time to Copenhagen) _____

Unit (kit) weight _____

Unit (kit) volume _____

00310 S5006275 1 each

General Description:
Child Potty.

Technical Specifications:
Child Potty.
Simple and robust child potty made of plastic.
Stable on the floor.
Diameter of approximately 20 cm.

Potty size condition:
Must be able to fit easily in the plastic bucket in item S5007315 above (i.e. to be stored/packed in the Plastic bucket offered with the WASH and Dignity kit).

For approximate design reference, please refer to UNICEF Web Catalogue at <https://supply.unicef.org> material code S5006275

Please provide the following staircase unit price on FCA Main seaport containerized & FCA main airport:

1 - 50 kits _____

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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51 - 100 kits _____

101 - 500 kits _____

501 - 1000 kits _____

1001 kits and above _____

Please provide the following staircase unit price on DAP Unicef Copenhagen Warehouse

1 - 50 kits _____

51 - 100 kits _____

101 - 500 kits _____

501 - 1000 kits _____

1001 - 5000 kits _____

5001 kits and above _____

Delivery time on FCA basis _____

Delivery time on DAP Unicef Copenhagen Warehouse basis (this includes both manufacturing and transportation time to Copenhagen) _____

Unit (kit) weight _____

Unit (kit) volume _____

00320 S5006276 1 each

General Description:
Multipurpose Cloth, cotton, 1m x 1.5m.

Technical Specifications:
Multipurpose Cloth.
Cloth made of 100% cotton with approximate size of 1 m x 1.5 m and fabric weight of 170-180g/m2.
Wrap: minimum 21 threads per cm,
Weft: minimum 18.5 threads per cm.
Color: natural, light brown or grey.

Please provide the following staircase unit price on FCA Main seaport containerized & FCA main airport:

1 - 50 kits _____

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

51 - 100 kits _____

101 - 500 kits _____

501 - 1000 kits _____

1001 kits and above _____

Please provide the following staircase unit price on DAP Unicef Copenhagen Warehouse

1 - 50 kits _____

51 - 100 kits _____

101 - 500 kits _____

501 - 1000 kits _____

1001 - 5000 kits _____

5001 kits and above _____

Delivery time on FCA basis _____

Delivery time on DAP Unicef Copenhagen Warehouse basis (this includes both manufacturing and transportation time to Copenhagen) _____

Unit (kit) weight _____

Unit (kit) volume _____

00330 S5006286 1 each

General Description:

Small to medium sized handheld torch with LED bulbs of minimum 50 lumens.

Technical Specifications:

Handheld torch.

Small to medium sized handheld torch with LED bulbs of minimum 50 lumens. Emitting color is white. Beam distance (throw) of minimum 15m. Must be self-powered (e.g. by cranking or pumping mechanism). One minute wind-up or pumping should generate a minimum of 10 minutes of continuous bright illumination.

ABS plastic body (or equivalent) with impact resistance that can pass a 1.5m drop test on a concrete surface.

Water resistant.

Guarantee period of at least 1 year.

The torch offer must include information according to ANSI/NEMA F1 Flashlight Basic

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Performance Standard.

Emergency scenarios

For primary use in displacement environment or natural disasters

Target population:

Households

Packaging and labelling:

Packaging: Packed in heavy duty double wall export cartons

Shipping details: 'xx' cartons per full pallet,

and 21 pallets (US) per 40 feet Container ('yyy' kits in total)

Please provide the following staircase unit price

on FCA Main seaport containerized & FCA main airport:

1 - 50 kits _____

51 - 100 kits _____

101 - 500 kits _____

501 - 1000 kits _____

1001 kits and above _____

Please provide the following staircase unit price

on DAP Unicef Copenhagen Warehouse

1 - 50 kits _____

51 - 100 kits _____

101 - 500 kits _____

501 - 1000 kits _____

1001 - 5000 kits _____

5001 kits and above _____

Delivery time on FCA basis _____

Delivery time on DAP Unicef Copenhagen Warehouse basis (this includes both manufacturing and transportation time to Copenhagen) _____

Unit (kit) weight _____

Unit (kit) volume _____

Item No	Item Description	Quantity/Unit	Unit Price	Amount
00340	U362350 Guidance on kit use, Flyer Colour, Double sided print, A4 Pdf will be shared after award	1 each		
00350	U362350 Packing fee for customized kit	1 each		

Incoterms & Delivery Requested
FCA Nearest seaport containerize

Lead Time & Related Charges

FCA Nearest airport containerize

DAP UNICEF Copenhagen warehouse

Packing

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

SPECIFIC TERMS AND CONDITIONS

PART I - PURPOSE OF THIS INVITATION TO BID

1. Background

1.1 UNICEF promotes the rights and wellbeing of every child, in everything we do. Together with our partners, we work in 190 countries and territories to translate that commitment into practical action, focusing special effort on reaching the most vulnerable and excluded children, to the benefit of all children, everywhere.

1.2 Context for the tender: As an outcome of the WASH kits review that was completed in late 2013, the kits had been revised to better meet the end-user needs by providing products of appropriate quality that are culturally accepted and are gender inclusive. The result in 2014 was the establishment of two new kits. The First kit is the current WASH & Dignity Immediate Response Kit which replaced the old Basic Family Water kit and expanded the scope of the water kit to also cover sanitation and hygiene products that are essential in the first phase of emergency response. The second kit is the current Family Hygiene and Dignity Kit which replaced the old Adult Hygiene Kit and covers the needs of a family of five with basic hygiene and protection products, with the possibility for supplying tailored kits to specific requirements from Country Offices.

The WASH & Dignity Immediate Response Kit is currently produced by SD in Copenhagen and the procurement strategy focused on sourcing and managing the inventory of the kit components. The Family Hygiene & Dignity Kit is currently outsourced and procured as a finished product. The procurement strategy focused on managing suppliers' service levels for the provision of this kit, as well as flexibility to supply custom-made kits. Custom-made kits had been strongly recommended as part of the evaluation in 2013 to allow for culturally specific kit composition.

As per 2013's strategy a monitoring and evaluation phase was planned as an objective to assess the Fit-for-Purpose of the two kits.

In 2016, a joint review in conjunction with Programme Division (PD): WASH, Child Protection and Supply Division (SD) was conducted to evaluate the two kits including kits sourced locally. Field missions were conducted that present a variety of characteristics in terms of preparedness, type of emergency as well as cultural differences.

The outcomes of this review are:

- * Revision of the Immediate Response WASH & Dignity Kit contents (as per ITB details)
- * Discontinue the Family Hygiene & Dignity Kit and incorporate key products from the Hygiene kit into the new WASH & Dignity kit
- * Name change: Revise the title of the #Immediate Response WASH & Dignity Kit# to #WASH and Dignity Kit (First Response for 5 families).
- * Customization of kits still available (as per ITB details on individual items)
- * Different options of the main kit will be made available to Country Offices since emergency context vary from situation to situation:
 - WASH & Dignity Kit, first Response, 5 Households with Water Purification Tablets (packed at Supply Division)
 - WASH & Dignity Kit, first Response, 1 Household with Water Purification Tablets (packed at Supply Division)
 - WASH & Dignity Kit, first Response, 5 Households without Water Purification (packed at supplier)
 - WASH & Dignity Kit, first Response, 1 Household without Water Purification Tablets

(packed at supplier)

1.3 Objective of the tender: Target with this tender is to allow a smooth transition from the old kits to the new kits (including the different options) and to have the new kit available as of September 2018. To also allow enough time for Supply Division to pack the in-house kit and option the target for the individual items is to start the procurement in July 2018.

Product quality remains a key priority (as per individual product technical specification listed in the ITB).

2. Solicitation; Long term arrangement

2.1 UNICEF wishes to enter into (a) non-exclusive Long Term Arrangement(s) ("LTA-G") for the procurement of the items with the specifications outlined in the schedules contained in this Solicitation Document, as required from time to time during the term of the LTA-G. 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-G(s).

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

2.3 Any quantities outlined in this Solicitation Document, are an estimated forecast of the total requirement for the duration of the LTA-G or, if so specified, an estimated forecast for the annual requirement. Any 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.

2.4 Other United Nations Agencies, Funds and Programmes shall be entitled to place orders under the prices and terms of the LTA-G. Orders placed by other United Nations entities constitute a contractual agreement between the supplier and the ordering United Nations entity. UNICEF will not be a contractual party to these orders and has therefore no obligations or liabilities for orders not issued by UNICEF.

2.5 This Solicitation Document is comprised of the following:

- This document
- The UNICEF General Terms and Conditions of Contract (Goods) which are attached as Annex A to this document
- **The WASH & Dignity kit sample quantities**
- **'Decline to offer' form**

2.6 This Solicitation Document is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights. No binding contract, including a process contract or other understanding or arrangement, will exist between the Bidder and UNICEF and nothing in or in connection with this Solicitation Document shall give rise to any liability on the part of UNICEF unless and until an LTA-G and linked Purchase Order is signed by UNICEF and the successful Bidder.

3. Term

3.1 The proposed LTA-G shall be valid for an initial period of **24 months**, with a possible renewal for an additional period of **12 months + 12 months**.

PART II - BID SUBMISSION PROCESS

1. Bid Submission Schedule

1.1 Acknowledgement of receipt of Solicitation Document.

Bidders are requested to inform UNICEF as soon as possible by **EMAIL** to **Henriette Vilsen** at **hvilsen@unicef.org** that they have received this Solicitation Document.

IMPORTANT: BIDS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE - ANY BIDS SENT TO THE ABOVE NAMED INDIVIDUAL WILL BE DISQUALIFIED.

1.2 Questions from Bidders.

Bidders are required to submit any questions in respect of this Solicitation Document by **EMAIL** to **Henriette Vilsen** at **hvilsen@unicef.org**. The deadline for receipt of any questions is **14 February 2018 COB**.

IMPORTANT: BIDS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE - ANY BIDS SENT TO THE ABOVE NAMED INDIVIDUAL WILL BE DISQUALIFIED.

Bidders are required to keep all questions as clear and concise as possible.

Bidders are also expected to immediately notify UNICEF in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the Solicitation Document, providing full details. Bidders will not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

UNICEF will compile the questions received. UNICEF may, at its discretion, at once copy any anonymized question and its reply to all other invited Bidders and/or post these on the UNICEF website and/or respond to the question at a bid conference. After any such bid conference, a Questions and Answers document may be prepared and posted on the UNICEF website.

1.3 Amendments to Solicitation Document. At any time prior to the Submission Deadline, UNICEF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Document by amendment. If the Solicitation Document was available publicly online, amendments will also be posted publicly online. Further, all prospective Bidders that have received the Solicitation Document directly from UNICEF will be notified in writing of all amendments to the Solicitation Document. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, UNICEF may, at its sole discretion, extend the Submission Deadline.

1.4 Bid conference. A bid conference will be held on via **Skype for business** during the week **05 - 09 February 2018**. Please inform **Henriette Vilsen** on **hvilsen@unicef.org** if you wish to participate in one of the sessions.

1.5 Samples. Samples are required for this solicitation process and must be sent to UNICEF at

UNICEF Supply Division
Att: QAC - sample evaluation unit

Oceanvej 10-12
DK-2150 Copenhagen Nordhavn
Denmark

Marking: ITB-DAN-2018-19464

in the following quantities:

Please see attached document for quantities: "WASH & dignity kit sample".

The deadline for submission of samples is **13 March 2018 COB**

1.6 Submission Deadline. The deadline for submission of Bids is as follows:

6 March 2018 at 23:59 hours

Any Bids received by UNICEF after the Submission Deadline will be rejected.

1.7 Bid opening. Bids will be publicly opened at **10:30am on 8 March 2018** at

UNICEF Supply Division
Oceanvej 10-12
DK-2150 Copenhagen Nordhavn

2. Language

2.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and UNICEF, will be written in **English**. Supporting documents and printed literature furnished by the Bidder may be in another language provided that they are accompanied by an appropriate translation in **English**. When interpreting the Bid, the translated version of these supporting documents and printed literature will prevail over the original version of these documents. The sole responsibility for translation, including the accuracy of the translation will rest with the Bidder.

3. Validity of bids; Modification and Clarifications; Withdrawal

3.1 Validity Period. Bidders must indicate the validity period of their Bid. Bids should be valid for a period of not less than **two hundred and ten (210) days** after the Submission Deadline. A Bid valid for a shorter period of time shall not be further considered. UNICEF may request the Bidder to extend the validity period. The Bid of Bidders who decline to extend the validity of their Bid shall become disqualified as no longer valid.

3.2 Other Changes. All changes to a Bid must be received by UNICEF prior to the Submission Deadline. The Bidder must clearly indicate that the revised Bid is a modification and supersedes the earlier version of their Bid, or state the changes from the original Bid.

3.3 Withdrawal of Bid. A Bid may be withdrawn by the Bidder on e-mailed, faxed or written request received by UNICEF from the Bidder prior to Submission Deadline. Negligence on the part of the Bidder confers no right for the withdrawal of the Bid after it has been opened.

3.4 Clarifications Requested by UNICEF. During the evaluation of Bids, UNICEF may, in its sole discretion, seek clarifications from any Bidder in order for UNICEF to fully understand the Bidder's Bid and assist in the examination, evaluation and comparison of Bids. UNICEF

may seek such clarifications through written communications or may request an interview with any Bidder. No change in the price or substance of the Bid will be sought, offered or permitted, except as required in order to allow for correction of arithmetical errors discovered by UNICEF.

3.5 References. UNICEF reserves the right to contact any or all references supplied by the Bidder(s) and to seek references from other sources as UNICEF deems appropriate.

4. Eligibility; Bidder Information

4.1 Bidder. The term "Bidder" refers to those companies that submit a Bid pursuant to this Solicitation Document and "Bid" refers to all the documents provided by the Bidder in its response to this Solicitation Document. A Bidder will only be eligible for consideration if it complies with the representations set out in Part V of this Solicitation Document, including the representations on ethical standards, including conflicts of interest.

4.2 Joint Venture, Consortium or Association.

(a) If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, each such legal entity will confirm in their joint Bid that:

- they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this will be evidenced by a Joint Venture Agreement among the legal entities, which will be submitted along with the Bid; and

- if they are awarded the LTA-G, the designated lead entity will enter into the LTA-G with UNICEF, who will be acting for and on behalf of all the member entities comprising the joint venture.

(b) After the Bid has been submitted to UNICEF, the lead entity identified to represent the joint venture will not be altered without the prior written consent of UNICEF.

(c) If a joint venture's Bid is the Bid selected for award, UNICEF will award the LTA-G to the joint venture, in the name of its designated lead entity. The lead entity will sign the LTA-G for and on behalf of all other member entities.

4.3 Bids from Government Organizations. The eligibility of Bidders that are wholly or partly owned by the Government will be subject to UNICEF's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this Solicitation Document, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.

5. Preparation of Offer

5.1 Bidders are responsible to inform themselves in preparing their Bid. In this regard, the Bidders will ensure that they:

- Examine all terms, requirements and formal submission instructions included in the Solicitation Document (including the Instructions to Bidders section);

- Review the Solicitation Document to ensure that they have a complete copy of all

documents;

- Review the standard UNICEF Contractual Provisions and the UNICEF General Terms and Conditions of Contract (Goods) for the supply of goods publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html;

- Review the UNICEF policies publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html. In particular, Bidders should familiarize themselves with the obligations imposed on suppliers and their personnel and sub-contractors under the UNICEF Policy Prohibiting and Combatting Fraud and Corruption and the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children;

- Attend any bid conference if it is mandatory under this Solicitation Document;

- Fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods.

5.2 Bidders acknowledge that UNICEF, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy or completeness of this Solicitation Document or any other information provided to the Bidders.

5.3 Failure to meet all requirements and instructions in the Solicitation Document or to provide all requested information will be at the Bidder's own risk, and may result in rejection of the Bidder's Bid.

5.4 The Bid must be organized to follow the format of this Solicitation. Each Bidder must respond to the stated requests or requirements, and indicate that the Bidder understands and confirms acceptance of UNICEF's stated requirements. The Bidder should identify any substantive assumption made in preparing its offer. The deferral of a response to a question or issue to any contract negotiation stage (if any) is not acceptable. Any item not specifically addressed in the Bid will be deemed as accepted by the Bidder. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will affect the evaluation of the Bid.

5.5 The completed and signed Bid Form must be submitted together with the Bid. The Bid Form must be signed by a duly authorized representative of the Organization/Company.

5.6 Bids must be clearly marked with the Solicitation Document number.

5.7 If answer sheets are provided by UNICEF then these must be completed by the Bidder.

5.8 Each Bidder acknowledges that its participation in any stage of the solicitation process for this Solicitation Document is at its own risk and cost. The Bidder is responsible for, and UNICEF is not responsible for, the costs of preparing its Bid or response to this Solicitation Document, submission of any samples, attendance at any bid conference, site visit, meetings or oral presentations, regardless of the conduct or outcome of the solicitation process.

5.9 The Bidder's Bid will include all of the following labelled annexes:

- **Provide technical documentation including photos**

6. Bid Documents; Confidentiality

6.1 This Solicitation Document, together with all Bid documents provided by the Bidder to UNICEF will be considered the property of UNICEF and will not be returned to the Bidders.

6.2 Information contained in the Bid documents, which the Bidder considers to be its confidential information, should be clearly marked "confidential", next to the relevant part of the text, and UNICEF will treat such information accordingly.

6.3 All information and documents provided to the Bidders by UNICEF ("Solicitation Document Materials") shall be treated as confidential by the Bidders. If the Bidder declines to respond to this Solicitation Document, or, if the Bid is rejected or unsuccessful, the Bidder will promptly return all such Solicitation Document Materials to UNICEF, or destroy or delete all such Solicitation Document Materials. The Bidder shall not use the Solicitation Document Materials for any purpose other than the purpose of preparing a Bid and shall not disclose the Solicitation Document Materials to any third party, except: (a) with the prior written consent of UNICEF; (b) where the third party is assisting the Bidder in preparing the Bid, provided the Bidder has previously ensured that party's adherence to this duty of confidentiality; (c) if the relevant Solicitation Document Materials are at the time of this Solicitation Document lawfully in the possession of the Bidder through a party other than UNICEF; (d) if required by law, and provided that the Bidder has previously informed UNICEF in writing of its obligation to disclose the Solicitation Document Materials; or (e) if the Solicitation Document Materials are generally and publicly available other than as a result of breach of confidence by the person receiving the Solicitation Document Materials.

7. Multiple bids and bids from related organizations

7.1 Bidders shall not submit more than one Bid as part of this solicitation process.

7.2 If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid then neither the lead entity nor the member entities of the joint venture may submit another Bid, either in its own capacity or as a lead entity or a member entity for another joint venture submitting another Bid.

7.3 UNICEF reserves the right to reject separate Bids submitted by two or more Bidders if the Bidders are related organizations and are found to have any of the following:

- (a) they have at least one controlling partner, director or shareholder in common; or
- (b) any one of them receive or have received any direct or indirect subsidy from the other(s); or
- (c) they have a relationship with each other, that gives one or more Bidders access to confidential information about, or influence over, the other Bid(s); or
- (d) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or
- (e) an expert proposed to be in the team of one Bidder participates in more than one Bid received for this solicitation process.

PART III - AWARD/ADJUDICATION OF BIDS

1. Award

1.1 Evaluation. The evaluation is carried out by UNICEF in accordance with UNICEF's

regulations, rules and practices and all determinations are made in UNICEF's sole discretion.

After opening the Bids, UNICEF will carry out the following steps in the following order:

First, each Bid will be evaluated for compliance with the mandatory requirements of this Solicitation Document. Bids deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions contained in this Solicitation Document, including, but not limited to, failure to provide all required information, may result in a Bid being disqualified from further consideration.

Second, UNICEF will evaluate each Bid to determine whether the products offered are acceptable commercially and technically and are of the required quality. Bids will be evaluated based on the INCOTERM(s) stated in Part IV clause 3.1 below. Where more than one INCOTERM is stated in Part IV clause 3.1 below, Bids will be evaluated based on whichever INCOTERM is in the best interest of UNICEF as determined by UNICEF in its sole discretion. UNICEF will award the LTA-G to the Bidder offering a combination of the lowest acceptable prices and shortest lead-time.

Bid specific criteria are:

- * **Full offers: only offers including pricing and leadtime for all items covered in the tender will be considered for award. Pricing of individual items should be at the specified INCOTERM, DAP Copenhagen and/or FCA INCOTERMS.**
- * **Commercial evaluation will mainly focus on best pricing for item 10 and 20 (both kits),**
- * **Stock availability: confirm available of required stock for item 10 and 20 on FCA basis within 48 hours and in addition to the above, confirm possibility to deliver additional kits within 10 days after receiving an order (see details under item 10 and 20 item description).**
- * **Shortest Replenishment lead-time for individual DAP items.**

1.2 Partial Bids. UNICEF will not accept partial Bids.

1.3 Minimum Order Quantity. Bidders must declare in their Bids if there will be any minimum order quantity(ies) for the item(s) detailed in the schedule to this Solicitation Document. Any such minimum order quantities will be considered as part of the evaluation process.

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

1.5 Multiple Arrangements. UNICEF reserves the right to make multiple arrangements for any item(s) where UNICEF considers it to be in its best interest to do so.

1.6 Award Notification. UNICEF will only notify the Bidder(s) that has/have been awarded the LTA-G(s) resulting from this solicitation process; UNICEF may, but is not required to, notify the other Bidders of the outcome of this solicitation process.

2. General Terms And Conditions Of Contract (Goods)

2.1 UNICEF's General Terms and Conditions of Contract (Goods) which are attached at Annex A to this Solicitation Document will apply to any LTA-G(s) and linked Purchase Orders awarded in connection with this Solicitation Document. By signing the Bid Form, each Bidder

is deemed to have confirmed its acceptance of the UNICEF General Terms and Conditions (Goods). The Bidder understands that if it proposes any amendments or additional terms to the UNICEF General Terms and Conditions (Goods), these must be clearly detailed in the Bid and may negatively affect the evaluation of the Bid.

3. Inspection

3.1 Each Bidder will permit UNICEF, either itself or through a designated representative entity, to have access to the facilities where the products offered are manufactured, at all reasonable times to inspect the manufacturing site and processes for the production, quality control, quality assurance and packing of the products. The Bidder will provide reasonable assistance to the representatives for such appraisal, including copies of any documentation (including, but not limited to, test results or quality control reports) as may be necessary. The inspection may be carried out in conjunction with the appropriate national authority. Failure to do so may result in the rejection of the Bid.

4. Rights of UNICEF

4.1 UNICEF reserves the following rights:

(a) to accept any Bid, in whole or in part; to reject any or all Bids; or to cancel this solicitation process in its entirety;

(b) to verify any information contained in Bidder's response (and the Bidder will provide UNICEF with its reasonable cooperation with such verification).

(c) to invalidate any Bid received from a Bidder that, in UNICEF's sole opinion has previously failed to perform satisfactorily or complete contracts or Purchase Orders on time, or UNICEF believes is not in a position to perform the LTA-G;

(d) to invalidate any Bid that, in UNICEF's sole opinion, fails to meet the requirements and instructions stated in this Solicitation Document.

(e) to withdraw an award to a Bidder at any time up until an LTA-G has been signed with such Bidder. UNICEF is not required to provide any justification, but will give notice prior to any such withdrawal of award.

4.2 UNICEF is not liable to any Bidder for any costs, expense or loss incurred or suffered by such Bidder in connection with this Solicitation Document or solicitation process, including, but not limited to, any costs, expense or loss incurred as result of UNICEF exercising any of its rights in paragraph 4.1 above.

PART IV - REQUIREMENTS

1. Prices and Discounts

1.1 Prices. The prices include the cost of packaging and packing the goods in accordance with the requirements set out on the UNICEF Supply website http://www.unicef.org/supply/index_41950.html. The price also includes delivery in accordance with the applicable INCOTERM.

Notwithstanding any agreed discounts (as per paragraph 1.4 below), prices offered by bidders, shall constitute maximum ceiling prices and shall remain fixed for the duration of the LTA-G.

1.2 Payment Terms. Invoices may be issued to UNICEF only after the delivery terms of the Purchase Order (as issued in accordance with the provisions of the LTA-G) have been fulfilled. The standard terms of payment are net 30 days, after receipt of invoice. Payment will be effected by bank transfer in the currency of the Purchase Order.

1.3 Currency.

- (a) Bidders are requested to provide unit prices in EUR/ USD. UNICEF will reject any Bids submitted in another currency.
- (b) If the above paragraph (a) explicitly permits two or more specified currencies for the Bids, then for evaluation purposes only, offers submitted in a currency other than US Dollars will be converted into US Dollars using the United Nations rate of exchange in effect on the submission deadline date.

1.4 Discounts. 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-G;
- (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) Trade discounts;
- (e) Any other unconditional discounts.

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

1.5 Taxes.

Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNICEF as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All prices/rates quoted in the Bid must be net of any direct taxes and any other taxes and duties, unless otherwise specified in this Solicitation Document.

2. Implementation

2.1 Sub-contractors. Bidders must identify in their Bid, any products which may be offered by themselves, but originate from another supplier and/or country. All sub-contracting arrangements will be reviewed by UNICEF as part of its evaluation of the Bid.

2.2 Joint Ventures. The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of this Solicitation Document, both in the Bid and the Joint Venture Agreement. All entities that comprise the joint venture will be subject to the eligibility and qualification assessment by UNICEF.

Where a joint venture is presenting its track record and experience in a similar undertaking as

those required in this Solicitation Document, it should present such information in the following manner:

(i) Those that were undertaken together by the joint venture; and

(ii) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the activities defined in this Solicitation Document.

Previous contracts or Purchase Orders completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

3. Delivery

3.1 Incoterms.

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

DAP named place - Delivered at Place to UNICEF Supply Division, Copenhagen

FCA - FCA nearest named airport and nearest named seaport

Failure to quote in accordance with the requested INCOTERMS may result in invalidation of the Bid.

3.2 Deliveries will be made in accordance with instructions in UNICEF's Purchase Orders (as issued in accordance with the provisions of the LTA-G). Bidders will indicate the realistic lead-time for delivery for each item offered (subject to quantities). "Delivery lead-time" is the period from the date of receipt of a Purchase Order by the Supplier to the date of delivery of the goods in accordance with the applicable delivery term and instructions specified in the relevant Purchase Order (as issued in accordance with the provisions of the LTA-G) and includes the period for manufacturing and packing the products, pre-delivery inspection (if applicable), obtaining any necessary regulatory authority approvals or licenses, shipping, and provision of all documentation required in connection with such delivery.

3.3 UNICEF will monitor and measure the performance of the successful Bidder, in comparison with the realistic lead-time indicated in its Bid.

4. Shelf Life and Warranty

4.1 Shelf life and Useable Lifespan. The Bidder will clearly state the minimum shelf life at time of dispatch for all pharmaceutical products or other perishable goods. For all other products, the Bidder will clearly state (as applicable) **both shelf life and the usable lifespan** (i.e. the recommended useage period).

4.2 Packing, Packaging and Labeling. All goods must meet the requirements for packing, packaging, packing list and labelling of the goods set out on the UNICEF Supply Website (http://www.unicef.org/supply/index_41950.html) and the additional requirements (if any) for packing, packaging, packing list and labelling set out in this Solicitation Document. This includes those requirements that apply to dangerous goods.

4.3 Warranty. The Bidder's warranty for the goods (including packaging) offered in its Bid

will meet each of the following minimum criteria:

- (a) The goods conform to the quality, quantity and specifications for the goods stated in the LTA-G and linked Purchase Order (including, in the case of perishable or pharmaceutical products, the shelf life specified in the LTA-G and linked Purchase Order);
- (b) The goods conform in all respects to the technical documentation provided by the Bidder in respect of such goods and, if samples were provided to UNICEF prior to entering into the LTA-G, the goods are equal and comparable in all respects to such samples;
- (c) The goods are new and factory-packed;
- (d) The goods are fit for the purposes for which such goods are ordinarily used and any purposes expressly made known to the Bidder by UNICEF;
- (e) The goods are free from defects in design, manufacture, workmanship and materials;
- (f) The goods are free from all liens, encumbrances or other third party claims;
- (g) The goods are contained or packaged in accordance with the standards of export packaging for the type and quantities of the goods specified in the LTA-G and linked Purchase Order, and for the modes of transport of the goods specified in the LTA-G and linked Purchase Order (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 LTA-G and linked Purchase Order and applicable law.

4.4 Warranty Period. The Bidder will clearly state the period of validity of the warranty, including the start date of the warranty period. For all pharmaceutical products or other perishable goods, the period of validity of the warranty must not be less than the shelf life of the goods.

4.5 Assignment of Manufacturer Warranties. If the Bidder is not the original manufacturer of the goods or any part of the goods, the Bidder will be expected to assign 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 specified in the LTA-G and linked Purchase Order.

4.6 Extension of Warranty to Partners. The Bidder should note that the warranties are expected to be made to UNICEF and to extend to (a) each entity that makes a direct financial contribution to UNICEF for the purchase of goods; and (b) each Government or other entity that receives the goods.

5. Other Goods Requirements

5.1 Country of Origin. 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.

5.2 Samples. 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.

If samples are requested:

- Samples will be subject to technical review and laboratory testing and analysis where appropriate.
- Samples must correspond 100% to the product(s) being offered.
- Samples must include the manufacturer's packaging and labeling.
- In the event that the bid is successful, samples will be retained by UNICEF for comparison checking purposes against deliveries subsequently made.
- Samples should be labelled with the UNICEF Solicitation Document number, goods specifications as detailed in this Solicitation Document, Bidder's product reference and Bidder's name and address. UNICEF reserves the right to reject samples that are not labeled as requested.
- Failure to provide samples in accordance with the instructions requested under this paragraph 5.2 may result in invalidation of the Bid.

5.3 Alternative Products. If you have alternative product(s) that fulfill the same function or offer better performance in terms of quality, cost-effectiveness, environmental impact etc please include them in your Bid in addition to the offer for items specified in the schedules to this Solicitation Document. Please note that if these alternative products are deemed by UNICEF to be a viable alternative to the items specified in the schedules to this Solicitation Document, then, pending technical evaluation, we may issue a separate tender for the purpose of establishing agreements for such products.

IMPORTANT: If you have alternative product(s) to offer, please clearly indicate the advantages over the items detailed in the schedules to this Solicitation Document. Do not send a Bid only for an alternative product, i.e. the offer for an alternative product should be included as a separate part of the Bid for the items requested in this Solicitation Document. Do not send any samples for alternative products.

5.4 Packing, Packaging, Packing List, Labelling and Dangerous Goods Instructions. The Bidder will comply with the requirements for packing, packaging, packing list and labelling of goods set out on the UNICEF Supply Website (http://www.unicef.org/supply/index_41950.html) and the additional requirements (if any) for packing, packaging, packing list, labelling set out below in this Solicitation Document. This includes those requirements that apply to dangerous goods. The classification of goods (including packaging) as "dangerous goods" is a supplier responsibility and must be communicated to UNICEF when submitting the Bid. For any goods (including packaging) classified as dangerous goods, Bidders must submit all relevant Material Safety Data Sheets indicating accurate classification for transport purposes, storage, labeling and shipping requirements when submitting the Bid.

6. Liquidated Damages

6.1 Any LTA-G awarded in connection with this Solicitation Document will include the following clause on liquidated damages:

"In addition to, and without prejudice to any of the other rights and remedies of UNICEF, if the Supplier fails to deliver the Goods under any Purchase Order in accordance with the stated time for delivery, or if UNICEF exercises its right to reject Goods that do not conform to the requirements in this LTA-G and the relevant Purchase Order, UNICEF may claim liquidated damages from the Supplier and, at UNICEF's option, the Supplier will pay such liquidated damages to UNICEF or UNICEF will deduct such liquidated damages from the Supplier's

invoice(s). Such liquidated damages will be calculated as follows: one half of one per cent (0.5%) of the Price of such Goods for each day of delay, until delivery of conforming Goods, up to a maximum of ten per cent (10%) of the value of the relevant Purchase Order. The payment or deduction of such liquidated damages will not relieve the Supplier from any of its other obligations or liabilities pursuant to this LTA-G and the relevant Purchase Order".

PART V - BIDDER REPRESENTATIONS

1. Price - Most Favoured Customer

1.1 The Bidder confirms that the prices with respect to the goods specified in the Bid are the most favourable prices available to any customer of the Bidder (or any of the Bidder's affiliates).

1.2 If at any time during the term of the LTA-G resulting from the Bid any other customer of the Bidder's (or of any of the Bidder's affiliates) obtains more favourable pricing terms than those provided to UNICEF, the Bidder will retroactively adjust the price(s) and related pricing terms under the LTA-G and in the relevant Purchase Order(s) to conform to the more favourable terms and the Bidder will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive price adjustment.

2. General Representations

By submitting its Bid in response to this Solicitation Document, the Bidder confirms to UNICEF as at the Submission Deadline:

2.1 The Bidder has (a) the full authority and power to submit the Bid and to enter into any resulting LTA-G and linked Purchase Order(s), and (b) all rights, licenses, authority and resources necessary, as applicable, to develop, source, manufacture and supply the goods and to perform its other obligations under any resulting LTA-G and linked Purchase Order(s). The Bidder 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.

2.2 All of the information it has provided to UNICEF concerning the goods and the Bidder is true, correct, accurate and not misleading.

2.3 The Bidder is financially solvent and is able to supply the goods to UNICEF in accordance with the requirements described in this Solicitation Document.

2.4 The use or supply of the goods does not and will not infringe any patent, design, trade-name or trade-mark.

2.5 The development, manufacture and supply of the goods has complied, does comply, and will comply with all applicable laws, rules and regulations.

2.6 The Bidder 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.

2.7 It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting LTA-G and linked Purchase Order(s).

2.8 The Bidder agrees to be bound by the decisions of UNICEF, including but not limited to,

decisions as to whether the Bidder's Bid meets the requirements and instructions stated in this Solicitation Document and the results of the evaluation process.

3. Ethical Standards

UNICEF requires that all Bidders observe the highest standard of ethics during the entire solicitation process, as well as the duration of any LTA-G that may be awarded as a result of this solicitation process. UNICEF also actively promotes the adoption by its suppliers of robust policies for the protection and safeguarding of children and the prevention and prohibiting of sexual exploitation and sexual abuse.

By submitting its Bid in response to this Solicitation Document, the Bidder makes the following representations and warranties to UNICEF as at the Submission Deadline:

3.1 In respect of all aspects of the solicitation process the Bidder 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. In particular, the Bidder has disclosed to UNICEF if it or any of its affiliates is, or has been in the past, engaged by UNICEF to provide services for the preparation of the design, specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods requested under this Solicitation Document; or if it or any of its affiliates has been involved in the preparation and/or design of the programme/project related to the goods requested under this Solicitation Document.

3.2 The Bidder has not unduly obtained, or attempted to obtain, any confidential information in connection with the solicitation process and any LTA-G and linked Purchase Order(s) that may be awarded as a result of this solicitation process.

3.3 No official of UNICEF or of any United Nations System organisation has received from or on behalf of the Bidder, or will be offered by or on behalf of the Bidder, any direct or indirect benefit in connection with this Solicitation Document including the award of the LTA-G and linked Purchase Order(s) to the Bidder. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

3.4 The following requirements with regard to former UNICEF officials have been complied with and will be complied with:

(a) During the one (1) year period after an official has separated from UNICEF, the Bidder 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 Bidder has participated.

(b) 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 Bidder, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

3.5 Neither the Bidder 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 Bidder 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 LTA-G. If the Bidder or any of its affiliates, or personnel or directors becomes subject to any such sanction or temporary suspension during the term of the LTA-G, UNICEF will be entitled to suspend the LTA-G and linked Purchase

Order(s) for a period of time up to thirty (30) days or terminate the LTA-G and linked Purchase Order(s), at its sole choice, with immediate effect upon delivery of a written notice of suspension or termination, as the case may be, to the Bidder. If UNICEF chooses to suspend the LTA-G and linked Purchase Order(s) it will be entitled to terminate the LTA-G and linked Purchase Order(s) at the end of the thirty (30) days' suspension at UNICEF's sole choice.

3.6 The Bidder will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the solicitation process and in the performance of any resulting LTA-G and linked Purchase Order(s); and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption which can be accessed on the UNICEF website at http://www.unicef.org/supply/index_procurement_policies.html. In particular, the Bidder 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.

3.7 The Bidder will comply with all laws, ordinances, rules and regulations bearing upon its participation in this solicitation and the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.ungm.org).

3.8 Neither the Bidder nor any of its affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set forth 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.

3.9 The Bidder 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 Bidder to perform any services in the Bidder's participation in this solicitation. 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. The Bidder has taken and will take all appropriate measures to prohibit its personnel including its employees or other persons engaged by the Bidder, 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.

3.10 The Bidder confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Bidder 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 Bidder will further cooperate with UNICEF's implementation of this Policy.

3.11 The Bidder 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 3.

3.12 Each of the provisions in Article 3 of this Part V constitutes an essential condition of participation in this solicitation process. In the event of a breach of any of these provisions, UNICEF is entitled to disqualify the Bidder from this solicitation process and/or any other solicitation process, and to terminate any LTA-G and linked Purchase Order(s) that may have been awarded as a result of this solicitation process, immediately upon notice to the Bidder, without any liability for termination charges or any liability of any kind. In addition, the Bidder may be precluded from doing business with UNICEF and any other entity of the

United Nations System in the future.

4. Audit

4.1 From time to time, UNICEF may conduct audits or investigations relating to any aspect of an LTA-G and/or linked Purchase Order awarded in relation to this Solicitation Document, including but not limited to the award of the LTA-G and/or linked Purchase Order and the Bidder's compliance with the provisions of Article 3 above. The Bidder will provide its full and timely cooperation with any such audits or investigations, including (but not limited to) making its personnel and any relevant data and documentation available for the purposes of such audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such audits or investigations access to the Bidder's premises at reasonable times and on reasonable conditions in connection with making its personnel and any relevant data and documentation available. The Bidder will require its sub-contractors and its agents to provide reasonable cooperation with any audits or investigations carried out by UNICEF.

SPECIAL NOTES

1. DECLINE TO BID:

1.1 Reference is made to the attached document named 'Decline to offer'. Suppliers who are not able to provide an offer are kindly requested to return the attached form as per instructions, before or by the closing date at latest.

2. FCA containerised

FCA containerized delivery means that the supplier is responsible for all costs and risks until the order is delivered to the agreed delivery point in sealed containers, on the delivery vehicle ready for off-loading. All relevant costs, including haulage costs for bringing empty containers to the loading (container stuffing) location, should be covered by the supplier.

3. Samples

Samples will be requested. Please see attached document "WASH kit samples". Sample evaluation is an integral part of the Technical Assessment process and is required before any award is made. It is important that the bidders can provide samples of all the items.

INSTRUCTION TO BIDDERS

1. MARKING AND SUBMITTING BIDS

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

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

1.3 Bids must be clearly marked with the ITB(S) number.

1.4 Bidders should note that Bids received in the following manners will be invalidated:

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

1.5 E-MAILED BIDS (Electronic submission of Bids)

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

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

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

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

1.5.5 Upon receipt of the Bid 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.

1.6 FAXED BIDS must be sent to + 45 35 25 02 80 (secured fax).

2. PUBLIC OPENING OF BID

2.1 Bids received prior to the stated closing time and date will be kept unopened. The Bid Section will open Bids when the specified time has arrived and no Bids received thereafter will be considered.

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

2.3 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. UNGM REGISTRATION

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

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

4. AWARD NOTIFICATION

4.1 Notification of the outcome on an ITB(S) with an estimated value over USD 100,000 advising product/service, 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.

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, as may be updated from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combating Fraud and Corruption, the UNICEF's Policy on 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

ANNEX A GENERAL TERMS AND CONDITIONS

INCOTERM or similar trade term expressly stated in the Contract as applying to the Goods supplied under the Contract and any other express terms of the Contract. In the absence of any such INCOTERM or similar trade term or other express terms, the following provisions will apply: (a) the entire risk of loss, damage to or destruction of the Goods will be borne exclusively by the Supplier until physical delivery of the Goods to the Consignee has been completed in accordance with the Contract; and (b) the Supplier will be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract.

2.9 Unless otherwise expressly provided in the Contract, title in and to the Goods will pass from the Supplier to the Consignee upon delivery of the Goods in accordance with the applicable delivery terms and acceptance of the Goods in accordance with the Contract.

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 authorized agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Supplier of amounts such 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.

ANNEX A GENERAL TERMS AND CONDITIONS

Indemnification

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

4.7 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Supplier within a reasonable period of time after having received actual notice. The Supplier will have sole control of the defence, settlement and compromise of any such suit, proceeding, claim or demand except with respect to the assertion or defence of the privileges and immunities of UNICEF or any matter relating to UNICEF's privileges and immunities (including matters relating to UNICEF's relations with Host Governments), which as between the Supplier and UNICEF, only UNICEF itself (or relevant 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.

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End of Contract

5.5 Upon the expiry or earlier termination of the Contract, the Supplier will:

(a) return to UNICEF all of UNICEF's Confidential Information or, at UNICEF's option, destroy all copies of such information held by the Supplier or its sub-contractors and confirm such destruction to UNICEF in writing; and

(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(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

(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 Combating 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 Combating Fraud and Corruption.

7.5 The Supplier will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract and (b) the standards of conduct required under the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.ungm.org).

7.6 The Supplier further represents and warrants that neither it nor any of its Affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out in the

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Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

7.7 The Supplier represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Supplier to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Supplier represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Supplier, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will entitle UNICEF to terminate the Contract immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind.

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

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

(a) UNICEF will be entitled, in its sole discretion and at its sole choice, to suspend or terminate the Contract and any other contract between UNICEF and the Supplier with immediate effect upon written notice to the Supplier if: (i) UNICEF becomes aware of any incident or report that is inconsistent with, or the Supplier breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Supplier or any of the Supplier's Affiliates, or (ii) the Supplier or any of its Affiliates, or Personnel or directors becomes subject to any sanction or temporary suspension described in Article 7.3 during the term of the Contract.

(b) In the case of suspension, if the Supplier takes appropriate action to address the relevant incident or breach to UNICEF's satisfaction within the period stipulated in the notice of suspension, UNICEF may lift the suspension by written notice to the Supplier and the Contract and all other affected contracts will resume in accordance with their terms. If, however, UNICEF is not satisfied that the matters are being adequately addressed by the Supplier, UNICEF may at any time, exercise its right to terminate the Contract and any other contract between UNICEF and the Supplier.

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

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.

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(e) Without limiting any other provisions of the Contract, the Supplier will be fully responsible and liable for, and UNICEF will not be liable for (i) all payments due to its Personnel and 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.