

**INVITATION TO BID**

**LITB-2019-9151639**

**12 September 2019**

**UNITED NATIONS CHILDREN'S FUND (UNICEF)**

Wishes to purchase

**LONG TERM ARRANGEMENT(LTA) FOR JERRY CANS, BUCKETS, SOAP**

Proposals should be sent to:

UNICEF Pretoria  
Equity House  
659 Pienaar Street, Pretoria 0001  
OR  
E-mail to:  
[saf-ppc@unicef.org](mailto:saf-ppc@unicef.org)

**IMPORTANT - ESSENTIAL INFORMATION**

UNITED NATIONS CHILDREN'S FUND (UNICEF) in Pretoria, South Africa wishes you to submit proposals for the above mentioned services. Properly emailed/delivered completed proposals will be received at UNICEF Pretoria, until 23h59 on Sunday, 29 September 2019.

**CONFIDENTIAL ELECTRONIC PROPOSALS**

Full proposals should be submitted in ENGLISH and must be received not later than 23h59, 29 September 2019 in electronic PDF version, duly signed and dated and sent to [saf-ppc@unicef.org](mailto:saf-ppc@unicef.org). Bidders must submit their electronic proposals, ensuring separate emails for the Technical Proposal and the Price Proposal. Each email should indicate the Tender Number and "Technical Proposal" or "Price Proposal" in the subject line. Prices or rates shall not appear in any other part of the technical proposal.

Offers must be clearly marked with UNICEF bid reference LITB-2019-9151639. Late bids will not be accepted.

Bidders are requested to ensure that the submission instructions as stipulated on point 1.5 on page 11 of this document, are adhered to. Failure to do so will result in disqualification of proposals.

Please note that UN Financial Rules and Regulations do not permit prepayment such as COD or LC. The standard payment terms are net 30 days from the receipt of the invoice and



THIS INVITATION TO BID HAS BEEN:

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Prepared By:

Jihane Guy

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

Email : [jguy@unicef.org](mailto:jguy@unicef.org)

Verified By:

11/09/2019

Sebenzile Mabhena

**BID FORM**

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

**TERMS AND CONDITIONS OF CONTRACT**

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

**INFORMATION**

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

The Undersigned, having read the Terms and Conditions of INVITATION No. **LITB-2019-9151639** 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 LTA JERRY**

00010 U429182 1 each

20 Jerry Can, 20 L - Circular rigid plastic water container with a dark interior to prevent algae growth, 20L capacity with handle and tight-fitting lid. Designed solely for transport and storage of drinking water, made of food grade virgin HDPE (High Density PolyEthylene)/virgin LDPE (Low Density PolyEthylene), according to EN1186-3-9 or equivalent corresponding standard, tough durable UV-resistant that will not deteriorate in harsh sunlight, and safe for and drinking water storage. The walls must have a smooth gloss finish and meet the bottom of the Jerrycan with a curved inside surface to prevent dirt and bacteria accumulation and to facilitate cleaning.

The top is reinforced to prevent ovaling.

00020 U429182 1 each

Plastic Buckets with lid, 20L - Bucket (container), stackable, round, made of HDPE (High Density Poly Ethylene), with lid, cap, plastic handle and tap, water capacity: 20 litres. Bucket made of virgin grade HDPE (High Density Poly Ethylene), tough durable UV resistant and safe for food and water storage (food grade material).

The top is reinforced to prevent ovaling. The walls shall meet the bottom of the bucket with a curved surface to prevent dirt accumulation and facilitate cleaning.

The bucket has a tight fitting lid of the same material of the bucket and preferably with an attached push-on cap. The bucket can be filled through the cap.

The lid can be taken off for periodic cleaning of the bucket. The plastic handle must be sturdy to carry a fully filled bucket weight without bending or shearing off.

Each bucket is supplied with an unfitted, sturdy plastic tap, stored during shipment in the bottom of each bucket. At destination, the tap can be put in the predisposed hole in the bucket from the outside and fixed by screwing the locking nut from the inside.

Alternatively, the tap can be already mounted (i.e. integrated) at the lower part of the bucket; however the bucket with tap must be designed to allow normal stacking with the mounted tap. The tap must remain easily accessible and user friendly. In any case, the tap and its connection must be leak tight.

The Taps must be supplied unfitted, packed in a plastic package including a small instruction flier and stored during shipment at the bottom of the bucket to facilitate logistics material handling and avoid breakages.

00030 U447462 1 each

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Soap

All-purpose Soap, Laundry Bar, 1kg/CAR-10, minimum weight of 1kg (1000g # 1005g).  
Suitable for normal skin

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

**Incoterms & Delivery Requested**

**Lead Time & Related Charges**

**Packing**

Unit : Dimension.....x.....x.....cm

Weight.....kg      Volume.....cbm

Total: Dimension.....x.....x.....cm

Weight.....kg      Volume.....cbm

## SPECIFIC TERMS AND CONDITIONS

### UNICEF SPECIAL TERMS AND CONDITIONS

#### 1. UNETHICAL BEHAVIOUR

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

#### 2. CORRUPT AND FRAUDULENT PRACTICES

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

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

(i) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution of a contract, and

(ii) fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition;

(b) Will reject a proposal for award if it determines that the selected supplier/contractor have engaged in any corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a UNICEF-financed contract if at any time it determines that it has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNICEF-financed contract.

#### 3. GUIDELINES ON GIFTS AND HOSPITALITY

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

#### 4. LATE DELIVERY

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

#### 5. RIGHTS OF UNICEF

In case of failure by the Contractor to perform under the terms and conditions of this Contract, UNICEF may, after giving the Contractor reasonable notice to perform and without

prejudice to any other rights or remedies, exercise one or more of the following rights:

(a) Procure all or part of the services from other sources, in which event UNICEF may hold the Contractor responsible for any excess cost occasioned thereby. In exercising such rights UNICEF shall mitigate its damages in good faith;

(b) Refuse to accept delivery of all or part of the services;

(c) Terminate the Contract without any liability for termination charges or any other liability of any kind of UNICEF;

(d) for late delivery of services or for services which do not meet UNICEF's terms of reference/statement of work and are therefore rejected by UNICEF, claim liquidated damages from the Contractor and deducts 0.5% of the value of the services pursuant to a Contract per additional day of delay, up to a maximum of 10% of the value of the Contract. The payment or deduction of such liquidated damages shall not relieve the Contractor from any of its other obligations or liabilities pursuant to this Contract.

## **SPECIAL NOTES**

### **SPECIFIC INSTRUCTIONS/TERMS AND CONDITIONS**

#### **BID OFFER COST:**

The bid offers will be based on the details of product specifications and services listed in the Bid.

The bid offer cost will be fixed and firm for the duration of an awarded Contract or purchase order, and not be subject to variation from exchange rate or any other factors during the tenure of a contract or order placed by UNICEF.

No increase in the costs resulting from modifications to specifications, or interpretations of the statement of supply/work will be authorized or paid to the Supplier/Agency unless such changes are approved by UNICEF through an amendment to the contract or purchase order prior to incorporation in the work or supply.

**NO REQUEST FOR ADVANCE PAYMENT WILL BE CONSIDERED BY UNICEF.**

#### **UNITED NATIONS TAX EXEMPTIONS AND BENEFITS:**

UNICEF is exempted from duty and VAT as granted the Government of the Republic of South Africa. Accordingly prices offered to UNICEF to be net and without these duties and taxes.

#### **INVOICING & PAYMENT PROCEDURES:**

Invoices for payment will be sent to the respective UNICEF office as per the Purchase order, and marked for the attention of the person concerned. Each invoice must have attached an inspection certification that the material is accepted or not accepted, dispatch document copies and the acknowledgement of receipt by the designated consignee. Failure to provide the required documents/certification will only delay payment/s until it is corrected by the Agency / Supplier.

Payments shall be made directly to the Supplier concerned as nominated by the bidder.

All payments will be made in the currency specified in the bid offer (US Dollars or South African Rands).

UNICEF assumes no responsibility for the late delivery of payment/delivery documents submitted/ Forwarded through special delivery services or Bankers' channels.

#### **PREPARATION OF DOCUMENTS:**

All required documentation according to the country's Customs and Financial Regulatory Authorities regulations will need to be complied with and prepared by the Bidder / Supplier for error free handling of import / export movement and supply of the items under bid, when so required, against a UNICEF order.

#### **QUALITY ASSURANCE INSPECTION (QAI)**

QAI is the responsibility of the manufacturer/supplier based on the specifications provided by UNICEF.



Items ordered against a UNICEF order are subject to production monitoring and/or pre-delivery inspection at the supplier's factory. UNICEF reserves the right to contract an agency to conduct production monitoring/pre-delivery inspection at the manufacturer's premises prior to dispatch. The bidder shall permit UNICEF personnel or its authorized representative/s to have full access to the manufacturing facilities at all reasonable times to inspect the production, testing and packaging of the ordered material and shall provide assistance to the representative for such inspection, including copies of any test results or quality control reports as may be necessary.

The supplier/manufacturer will be required to notify UNICEF or its authorized/appointed inspection agency in writing at least 7 (seven) days in advance of the proposed date for pre-delivery inspection.

**EXTENSION OF TIME:**

Breakdown of manufacturing plant, industrial action caused by acts or omissions by the Supplier (excluding State or Federal industrial action), inclement weather conditions, will not be the subject of extensions of time.

**ADDITIONAL INFORMATION FOR BIDDERS:**

Warehousing and safe custody of any ordered material or material under testing is the sole responsibility of the agency / contractor awarded the UNICEF order / contract.

**WARRANTY (Applicable to products for supply):**

The manufacturer/supplier will ensure the products supplied/provided meet the highest standards of manufacture and engineering practices. In the event of incorrect or erroneous specification or below performance under test, the manufacturer/supplier will arrange for free rectification of the equipment or for free replacement in the case of manufacturing defects of the unit or components thereof to ensure acceptable functioning. Failure on this account will result in reimbursement UNICEF to the extent of the damage the error has cost UNICEF and the program the items have been procured for.

**DELIVERY SCHEDULE / RESPONSE TIME:**

Bidders/Vendors must stipulate delivery date/s separately for each item or service bid for:

- (i) The time required for delivery of the item/s or provision of service after receipt of a confirmed Purchase Order or Special Service Agreement,
- (ii) Monthly production capacity (applicable to products / items)

(a) For clarity, "Delivery Date" represents the day/time, i) the services are provided at the designated point, ii) goods are delivered to the UNICEF designated consignee(s), Transporter/Airline Company, UNICEF Appointed Forwarding Agent in the case of Free Carriage Alongside (FCA) or on CIF despatches or the date of arrival at the final destination.

(b) Unless specifically authorized in the Order/Contract, part supplies of items, shipment / delayed delivery of any of the items ordered will only be accepted after prior approval of UNICEF. The Manufacturer/Bidder must inform UNICEF in writing of such delays before the contractual delivery date of the Order. Failure to inform UNICEF and obtain its prior approval for delayed shipments/deliveries could lead to cancellation of the Order and/or eventually, disqualification as a supplier to UNICEF.

#### RIGHTS OF UNICEF:

In case of failure to perform or deliver according to the terms and conditions of a purchase order that may be placed by UNICEF, then UNICEF may, after giving the supplier reasonable notice to perform and without prejudice to any other rights or remedies do any of the following :

- i) Terminate the purchase order: In this case the supplier shall take immediate steps to cease production/provision of the ordered goods in a prompt and orderly manner and shall not undertake any forward commitments from the date of the termination notice.
- ii) The supplier shall acknowledge that UNICEF shall only pay the supplier for goods satisfactorily provided in accordance with the purchase order, to the date of the termination notice.
- iii) Late Delivery of ordered Goods: For late delivery of goods/items or goods/items that do not meet UNICEF's specifications and are therefore rejected by UNICEF, UNICEF shall claim liquidated damages from the Supplier and deduct 0.5% of the value of the goods per additional day of delay, up to a maximum of 10% of the value of the purchase order. The payment of liquidated damages shall not relieve the supplier from any of its obligations or liabilities pursuant to the purchase in question.

#### LIQUIDATED DAMAGES:

The Supplier/Contractor will ensure, based on factors under his control, that the purchase order requirements are achievable, and accept that liquidated damages may be levied for costs incurred by UNICEF for failure to perform by the Supplier.

UNICEF shall be entitled to liquidate damages from the Supplier for failure in performance under the conditions and in the amounts specified in (a) and (b) below. Such damages shall be payable by the sole fact of such failure in performance without the need for any previous notice, except as otherwise provided in (a) and (b) below, or any legal proceedings or proof of damage, which shall in all cases be considered as ascertained

UNICEF may, without prejudice to any other method of recovery, deduct any amount of liquidated damages from the Supplier's invoices or from any sums due or which may become due to the Supplier. The payment or deduction of such damages shall not relieve the Supplier from any of its other obligations or liabilities under this Contract.

##### (a) Liquidated damages for late delivery:

If the Supplier fails to make deliveries by the date agreed to in the Purchase Order or otherwise instructed by UNICEF, then UNICEF will apply the Penalty Clause (i.e. 0.5% per day) on the undelivered quantities up to a maximum of 10% of the value of the Purchase Order.

##### (b) Liquidated damages for quality control failure:

If two (2) consecutive deliveries fail to meet quality control requirements or if the supplier fails to rectify deficiencies in a delivery which has not met quality control requirements within two (2) weeks of having received notice from UNICEF by registered mail, fax or email, UNICEF shall be entitled to liquidated damages in the amount of 0.5% percent of the value of such delivery or deliveries per day from the date of such failure until it is cured, up to a maximum of twenty percent (20%) of the value thereof.

## AWARD OF ORDER PUBLICITY

Without the consent of UNICEF, a bidder receiving an award against this Invitation to Bid shall not advertise or otherwise make public, in any form of advertisement, details of the award or the fact that they are the supplier of this INVITATION-TO-BID. The bidder may not use the UNICEF name, official seal, emblem, logo, acronym or abbreviation in any manner whatsoever in connection with their business or otherwise.

## VENDOR REPRESENTATION

The Bidder/Supplier represents and warrants that it has the personnel, experience, qualifications, installed capacity and facilities and all resources to perform its obligations under the Offer submitted in this Invitation to Bid.

## PURPOSE AND TERMS/CONDITIONS OF A LONG TERM AGREEMENT:

The Bidder shall provide products/material to UNICEF as may be required from time to time for its programmes in Eastern and Southern Africa, pursuant to a Purchase Order/s;

The terms and conditions of this Bidding shall govern any Long Term Agreement (LTA) between UNICEF and the selected Bidder;

A Long Term Agreement (LTA) is non-exclusive, and UNICEF is entitled to procure the same or similar products/material from other suppliers, as it deems fit and in the interests of UNICEF.

UNICEF is not obligated to order any minimum quantity of products/material from the Bidder/LTA holder, pursuant to an LTA being put into place;

UNICEF shall not be liable for any costs in the event that no purchase of products/material is made under an LTA;

UNICEF will share the contents of a LTA with other UN organizations for information and independent ordering by them on the same terms and conditions.

An LTA shall be in written form and be valid for a term of 24 months. It shall commence on the "Commencement Date" and expire at midnight on the "Expiry Date", unless earlier terminated in accordance with the provisions of the LTA.

UNICEF shall be entitled to renew an LTA for a further term of either 24 or 36 months and on the same terms and conditions, by giving the Supplier/LTA holder written notice of its intention to renew the LTA not less than 30 days prior to the Expiry Date, provided however that:

- a) The Supplier/LTA holder shall be entitled to review its prices for the additional term of extension requested by UNICEF and shall advise UNICEF in writing as to price maintenance or proposed price increases/reductions within 15 days.
- b) UNICEF shall notify the Supplier/LTA holder in writing within 15 days on receipt of the Supplier's communication, whether it agrees to the revised prices.

If both parties:

- c) Agree to the revised prices, the LTA shall be amended to reflect the revised price details;
- d) Do not agree to the revised prices, the LTA shall be terminated in accordance with the relevant clause of the LTA in force.

In the event of a breach by one of the Parties, of a provision or provisions of an LTA, the other party may for valid cause, terminate the LTA upon 30 days written notice to the party in default, stating the reason for the termination.

**IN THE EVENT OF A TERMINATION OF AN LTA:**

The Supplier/LTA holder shall take immediate steps to cease provision of products/ material in a prompt and orderly manner and shall not undertake any forward commitments from the date of the termination notice;

The Supplier acknowledges that UNICEF shall only pay the Supplier/LTA holder for products/material satisfactorily provided to the date of the termination notice, and duly acknowledged receipt of by the designated consignee, in accordance with the LTA;

**TOTAL PRICE**

UNICEF shall pay the Supplier/LTA holder for each Purchase Order issued and delivery made in accordance with the terms and conditions of the LTA and purchase order, a sum which shall be based on the quantities ordered by UNICEF and delivered by the Supplier/LTA holder, at the prices specified in the LTA;

The Supplier/LTA holder will guarantee that the prices specified in an LTA, are the maximum prices that shall remain firm and shall not be increased during the entire term of the LTA, provided however that in the event that the Supplier/LTA holder is able to offer UNICEF a discounted price on placement of bulk orders, the unit prices shall be reduced for specific Purchase Orders.

**SUPPLY OF THE PRODUCTS/MATERIAL:**

UNICEF may issue Purchase Orders to the Supplier/LTA holder, from time to time during the term of the LTA, making reference to the LTA, and setting out the quantities required and other instructions for the delivery of the products/material;

The Supplier/LTA holder will agree to supply products/material to UNICEF pursuant to Purchase Orders received during the term of the LTA, which shall conform to the specifications and the prices specified in the LTA.

In the event of UNICEF placing a Purchase Order which the Supplier/LTA holder considers it cannot substantially meet because of limited quantities of stock or inability to meet the specifications, before proceeding to make a partial delivery of the products/material, the Supplier/LTA holder shall seek further written instructions from UNICEF.

The Supplier/LTA holder shall accept changes to or cancellations of Purchase Orders provided that UNICEF gives reasonable written notice for such cancellations and if no production costs have been incurred.

The Supplier/LTA holder shall cover all transportation costs related to the return and replacement of products/materials, if UNICEF does not accept such Goods due to poor quality or workmanship. Such products/materials returned to the Supplier/LTA holder shall be recorded as credits to UNICEF and replacements shall be delivered promptly.

The Supplier/LTA holder will undertake to provide to UNICEF information, upon request, regarding the date of receipt of each UNICEF Purchase Order, including the Purchase Order number, as well as detailed delivery status of each UNICEF order, costs to be charged and

payments made by UNICEF or pending.

The Supplier/LTA holder shall be responsible for providing all the necessary personnel, equipment, materials and supplies and for making all necessary arrangements for the performance of its obligations under the LTA.

The Supplier/LTA holder acknowledges that time shall be of the essence in performance of an LTA, and it shall use its best endeavours to abide by the delivery periods as indicated, and as may be specified in Purchase Orders, provided however, that where the Supplier/LTA holder does not meet the delivery period(s) UNICEF shall be entitled to give the Supplier/LTA holder notice of its intention to cancel the LTA unless products/materials are delivered within a reasonable and specified time frame.

#### ORDER CONFIRMATION

The Supplier/LTA holder shall acknowledge receipt of a Purchase Order by signing and returning the Purchase Order acknowledgement within five working days of its receipt to UNICEF. This is an essential requirement.

#### DELIVERY.

The Supplier/LTA holder shall deliver the Goods FCA (Free Carriage Alongside - Named Place) in accordance with an LTA and with the quantities and other instructions specified in the Purchase Orders (for shipping instructions, refer to clauses on "FCA" as appropriate). All risks of loss or damage to the Goods shall remain with the Supplier/LTA holder until physical delivery takes place in accordance with the LTA;

Delivery shall not exceed the Target Arrival Date (TAD) as specified in the Purchase Order from the date of the receipt of the Purchase Order by the Supplier/LTA holder, who will acknowledge that lead time for delivery is defined as the time from receipt of a Purchase Order until the time that the Goods are available for dispatch from the FCA destination, or for DDU orders, when the products/material have arrived at the final UNICEF destination;

UNICEF shall be entitled to reject and refuse acceptance of the products/ materials not conforming to the LTA;

Delivery shall only be "deemed to occur" upon the arrival of the products/ materials in accordance with instructions on a Purchase Order, and verification by UNICEF's personnel or the UNICEF appointed Inspection Agency that the products/ materials have been "pre-delivery or on-line" inspected, and are in a satisfactory and acceptable condition.

Payment shall not be made for any non-conforming Goods pursuant to an LTA and shall be deemed as non-acceptance of the products/ materials;

The Supplier/LTA holder will acknowledge that any inspection and/or verification of the products/ materials, by UNICEF, will be conducted according to established manufacturing standards, best manufacturing practices and International Codes e.g. ISO/FDA/ etc.

#### SHIPPING INSTRUCTIONS (FCA Forwarder):

For FCA orders, the Supplier/LTA holder shall timely obtain forwarding instructions from UNICEF or its appointed forwarding agent, which will be named in the Purchase Order;

To ensure that delays are minimized in the dispatch of the consignment(s), it is important that

the Supplier/LTA holder provides information on the cargo particulars and estimated or firm date of delivery as soon as a Purchase Order is received;

On notification of the forwarder or UNICEF as the case may be about the actual date of readiness of goods and submitted a complete packing list, as described below, the Supplier/LTA holder shall arrange shipment within the time limits;

Any impediment to delivery must be advised in writing to UNICEF and the forwarder as soon as possible.

#### DOCUMENTS REQUIRED BY UNICEF OR FORWARDING AGENT:

The Supplier shall submit the following documents to the UNICEF freight forwarder:

- (a) one copy of itemised invoice
- (b) one copy of packing list
- (c) Any other document/certificate required for export of goods according to national laws and regulations.

IN THE CASE OF HAZARDOUS GOODS, prior to shipment, the Supplier/LTA holder shall provide UNICEF with complete details, including UNICEF item references, quantities, packing requirements, shipping restrictions and UNICEF Purchase Order number, together with pertinent hazardous goods documentation, both for domestic and international transportation.

PACKING AND PALLETIZATION (to check packing instructions in the bidding document/ purchase order as applicable):

The Supplier/LTA holder shall ensure that:

- (a) The packing shall be of good quality, or virgin base materials and of a commercial standard that will provide adequate protection of the goods for carriage by air, sea and/or road to final destinations, including remote locations;
- (b) The packaging unit is strong, able to be stacked to a height of 3 metres, and resistant to puncturing;
- (c) The packaging unit is suitable for delivery and use in countries having adverse climatic and storage conditions and additionally should be suitable for shipment, storage and use in countries of the region, at elevated temperatures and humidity, unless otherwise stated.
- (d) All wood packaging including pallets and boxes shall be treated, or fumigated to ensure prevention against spread of pests and contact with communicable diseases.

The Supplier warrants that the cost for such packing is included in the cost offered in the bid/quotation for the products/material.

Deliveries to any destination other than within South Africa should be packed or palletised in the most cost-effective way to minimise freight costs.

#### DOCUMENTATION AND IDENTIFICATION

The Supplier shall, at its own risk and expense, prepare all export documentation as necessary. All documents should clearly indicate the UNICEF Purchase Order number and named destination normally specified in the Purchase Order.

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

All markings must be reflected in the packing list to be completed at the time of shipment/delivery.

Goods that do not adhere to UNICEF's packaging, labeling and marking requirements shall be subject to rejection.

#### PAYMENT:

The Supplier/LTA holder shall submit invoices with relevant supporting documents such as delivery notes, packing list, consignee acknowledgements and any other pertinent certificates in accordance to instructions on the Purchase Orders.

The invoices shall refer to both the LTA and the Purchase Order reference numbers.

#### WARRANTIES:

The Supplier/LTA holder shall assign UNICEF with all manufacturer's warranties, including but not limited to the warranty that the products/materials shall be free of defects.

The Supplier/LTA holder warrants to UNICEF that:

- (a) The products/materials shall be new and conform to the LTA Documents, and in particular to the specifications of the LTA, and shall be fit/suitable for the particular purpose(s) for which they are intended as set out in the LTA documents;
- (b) The products/materials are free from defects in design, workmanship and material of construction;
- (c) The products/materials are contained or packaged in a manner adequate to protect them;
- (d) The Supplier/LTA holder has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF's or the recipient Governments rights to use, sell, dispose of or otherwise deal with any item that may be acquired under any resulting LTA;
- (e) The Supplier/LTA holder has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under the LTA.
- (f) Breach of any of these warranties is a breach of a fundamental term of the LTA.

The warranty period shall commence after UNICEF's acceptance of a delivery made by the Supplier/LTA holder, and shall terminate 12 months after delivery has been made, or within such longer period of time as may be prescribed by law or by the terms of any applicable warranty required by the LTA Documents.

If, during the warranty period, the products/materials or any part thereof purchased under an LTA are found by UNICEF to be defective or found not to conform with the LTA Documents, UNICEF may so notify the Supplier/LTA holder in writing and in this event, the Supplier/LTA holder shall, promptly and at its own expense, correct the defect(s) and non-conformity(ies). If defect(s) and non-conformity(ies) cannot be corrected, the Supplier/LTA holder shall, at UNICEF's discretion, either replace the defective materials or reimburse to UNICEF the applicable costs promptly.

#### INSPECTION OF FACILITIES

The Bidder/LTA holder shall permit UNICEF, or any other representative as may be designated by UNICEF, to have access to the manufacturing facilities of the products/materials at all reasonable times to inspect the manufacturing site, installed capacity and processes for

the production, quality control, quality assurance and packing of the products/materials. The Bidder/LTA holder shall provide reasonable assistance to the representative for such appraisal, including copies of any documentation as may be necessary. UNICEF reserves the right to reject any products/materials that do not conform to the required specifications.

#### LTA AMENDMENTS

No modification of, or change in an LTA or waiver of any of its provisions or additional contractual relationship with the Supplier/LTA holder shall be valid and enforceable against UNICEF unless affected by an amendment to the LTA signed by the Supplier/LTA holder and the UNICEF Regional Supply Officer or his/her designate.

#### RIGHTS OF UNICEF

In case of failure by the Supplier/LTA holder to perform under the terms and conditions of an LTA, including but not limited to failure to obtain necessary export documents or to make delivery of all or part of the products/materials by the delivery date or dates, UNICEF may, after giving the Supplier/LTA holder reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- (a) Procure all or part of the products/materials from other sources, in which event UNICEF may hold the Supplier/LTA holder responsible for any excess cost occasioned thereby. In exercising such rights UNICEF shall mitigate its damages in good faith;
- (b) Refuse to accept delivery of all or part of the products/materials;
- (c) Terminate the LTA;
- (d) For late delivery of Goods or for items which do not meet UNICEF's specifications and are therefore rejected by UNICEF, claim liquidated damages from the Supplier/LTA holder and deduct 0.5% of the value of the Goods pursuant to a Purchase Order per additional day of delay, up to a maximum of 10% of the value of the Purchase Order or Prices Arrangement. The payment or deduction of such liquidated damages shall not relieve the Supplier/LTA holder from any of its other obligations or liabilities pursuant to the LTA or a Purchase Order.

#### SEVERANCE

In the event that any provision of an LTA shall be declared by any competent authority to be void or unenforceable by reason of any provision of an applicable law, it shall be deleted and the remaining provisions of the LTA shall continue in full force and effect

#### GENERAL TERMS AND CONDITIONS

The UNICEF General Terms and Conditions attached shall apply to all Purchase Orders subsequently issued pursuant to this LTA. In the case of any inconsistencies, the following order of precedence shall prevail:

- (a) The LTA;
- (b) The UNICEF General Terms and Conditions;
- (c) The Purchase Order.



## INSTRUCTION TO BIDDERS

### 1. MARKING AND RETURNING BIDS

1.1 Bids shall be submitted in the manner specified earlier in this solicitation document. Detailed submission guidance at paragraphs 1.5, 1.6 and/or 1.7 should then be followed accordingly.

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

1.3 Bids must be clearly marked with the ITB(S) number and the name of the company submitting the bid.

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

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

#### 1.5 Sealed bids (as applicable)

1.5.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.5.2 The Bid must be sent for the attention of the unit and address as specified in this solicitation document. Bids not sent in this manner will be disqualified.

1.5.3 Sealed bids (1 original and 2 copies) must be securely closed in a suitable envelope (marked with the ITB(S) number and the name of the company submitting the bid) and dispatched to arrive at the UNICEF office indicated no later than the closing time and date. Bids received in any other manner will be invalidated.

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

1.5.5 In case of any discrepancies between the original bid and a copy, the original will prevail.

#### 1.6 Faxed bids (as applicable)

1.6.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.6.2 Faxed bids must be returned to the **ONLY ACCEPTABLE FAX NUMBER** for Bids as specified in this solicitation document. Bidders should note that Bids received at any other fax number will be invalidated.

#### 1.7 E-mailed bids (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.7.2 All e-mailed Bids must be submitted to the **ONLY ACCEPTABLE E-MAIL ADDRESS** as specified in this solicitation document. No other recipient should be "Cc" or "Bcc" in the e-mail submission. Bids received in any other manner will be invalidated.

1.7.3 All Bids submitted by e-mail must be submitted as email attachments. Email links (e.g. to documents to be downloaded from cloud based folders) are not acceptable

unless otherwise specifically requested. Bids submitted as a link or through a link will be invalidated.

### 2. OPENING OF BIDS

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

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

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

### 3. UNGM REGISTRATION

3.1 UNICEF is part of the United Nations Global Marketplace(UNGM). Accordingly, all bidders are encouraged to become a UNICEF vendor by creating a vendor profile in the UNGM website: [www.ungm.org](http://www.ungm.org)

### 4. AWARD NOTIFICATION

4.1 UNICEF reserves the right to make a public notification of the outcome of an ITB(S) advising product/service, awarded supplier and total value of award.

## ANNEX A GENERAL TERMS AND CONDITIONS

### GENERAL TERMS AND CONDITIONS OF CONTRACT (Goods)

#### Definitions and UNICEF Supply Website

1.1 In these General Terms and Conditions (Goods), the following terms have the following meaning:

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

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

"Consignee" means the consignee designated in the Contract.

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

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

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

"INCOTERMS" means the international commercial terms known as the INCOTERMS rules, issued by the International Chamber of Commerce, most-recently issued at the effective date of the Contract. References in the Contract to trade terms (such as "FCA", "DAP" and "CIP") are references to those terms as defined by the INCOTERMS.

"Parties" means the Contractor and UNICEF together and a "Party" means each of the Contractor and UNICEF.

Supplier's "Personnel" means the Supplier's officials, employees, agents, individual sub-contractors and other representatives.

"Price" is defined in Article 3.1.

"Supplier" is the supplier named in the Contract.

"UNICEF Supply Website" means UNICEF's public access webpage available at [http://www.unicef.org/supply/index\\_procurement\\_policies.html](http://www.unicef.org/supply/index_procurement_policies.html), as may be updated from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combatting Fraud and Corruption, the UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children, the UN Supplier Code of Conduct, and UNICEF's Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Supplier, are publicly available on the UNICEF Supply Website. The Supplier represents that it has reviewed all such policies as of the effective date of the Contract.

#### 2. Delivery; Inspection; Risk of Loss

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

2.2 The Supplier will use its best efforts to accommodate reasonable requests for changes (if any) to the requirements for the Goods (such as packaging, packing and labeling requirements), shipping instructions or delivery date of the Goods set out in the Contract. If UNICEF requests any material change to the requirements for the Goods, shipping instructions or delivery date, UNICEF and the Supplier will negotiate any necessary changes to the Contract, including as to

Price and the time schedule. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Supplier. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

2.3 The Supplier acknowledges that UNICEF may monitor the Supplier's performance under the Contract. The Supplier agrees to provide its full cooperation with such performance monitoring, at no additional cost or expense to UNICEF, and provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed delivery status, costs to be charged and payments made by UNICEF or pending.

#### Inspection

2.4 UNICEF or the Consignee (if different from UNICEF) will have a reasonable time to inspect the Goods after delivery. At UNICEF's request, the Supplier will provide its reasonable cooperation to UNICEF or the Consignee with regard to such inspection, including but not limited to access to production data, at no charge. The Supplier acknowledges that any inspection of the Goods by or on behalf of UNICEF or the Consignee does not constitute a determination that the specifications for the Goods set out in the Contract (including the mandatory technical requirements) have or have not been met. The Supplier will be required to comply with its warranty and other contractual obligations whether or not UNICEF or the Consignee carries out an inspection of the Goods.

#### Delivery not Acceptance; Consequences of Delayed Delivery and Non-conforming Goods

2.5 If the Supplier determines it will be unable to deliver all or some of the Goods to the Consignee by the delivery date(s) stipulated in the Contract, the Supplier will (a) immediately consult with UNICEF to determine the most expeditious means for delivering the Goods; and (b) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to force majeure as defined in Article 6.7 below), if reasonably requested by UNICEF to do so. Partial deliveries of Goods will not be accepted unless prior written approval for such partial delivery has been given by UNICEF to the Supplier.

2.6 Delivery of the Goods will not constitute acceptance of the Goods. If some or all of the Goods do not conform to the requirements of the Contract or if the Supplier delivers the Goods late or fails to deliver the Goods (or any part of the Goods) in accordance with the agreed delivery dates and delivery terms and instructions, UNICEF may, without prejudice to any of its other rights and remedies, exercise one or more of the following rights under the Contract at UNICEF's option:

(a) UNICEF can reject and refuse to accept any or all of the Goods (including those that do conform to the Contract). If UNICEF rejects the Goods, the Supplier will, at its own cost, arrange for the prompt return of the rejected Goods and, at UNICEF's option, the Supplier will promptly replace the rejected Goods with Goods of equal or better quality (and will be responsible for all costs related to such replacement) or UNICEF may exercise its other rights set out below;

(b) UNICEF may procure all or part of the Goods from other sources, in which case the Supplier will be responsible for any additional costs beyond the balance of the Price for such Goods;

(c) Upon UNICEF's demand, the Supplier will refund all payments (if any) made by UNICEF in respect of the rejected Goods or the Goods that have not been delivered in accordance with the delivery dates and delivery terms;

(d) UNICEF can give written notice of breach and, if the Supplier fails to remedy the breach, can terminate the Contract in accordance with Article 6.1 below;

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

2.7 Further to Article 11.6 below, the Supplier expressly acknowledges that if, in respect of any consignment, UNICEF takes delivery of all or some of the Goods that have been delivered late or otherwise not in full compliance with the delivery terms and instructions or that are not in full conformity with the requirements of the Contract, this does not constitute a waiver of UNICEF's rights in respect of such late delivery or non-compliant Goods.

#### Risk of Loss; Title to Goods

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

## 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 authorised agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Supplier of amounts such audit or audits determine were not in accordance with the Contract regardless of the reasons for such payments (including but not limited to the actions or inactions of UNICEF staff and other personnel).

### 4. Representations and Warranties; Indemnification; Insurance

#### Representations and Warranties

4.1 The Supplier represents and warrants that as of the effective date and throughout the term of the Contract: (a) it has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to develop, source, manufacture and supply the Goods and to perform its other obligations under the Contract; (c) all of the information concerning the Goods and the Supplier that it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, is true, correct, accurate and not misleading; (d) it is financially solvent and is able to supply the Goods to UNICEF in accordance with the terms and conditions of the Contract; (e) the use or supply of the Goods does not and will not infringe any patent, design, trade-name or trade-mark; (f) it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with the Goods; and (g) the development, manufacture and supply of the Goods is, and will continue to be, in compliance with all applicable laws, rules and regulations. The Supplier will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

4.2 The Supplier further represents and warrants that the Goods (including packaging): (a) conform to the quality, quantity and specifications for the Goods stated in the Contract (including, in the case of perishable or pharmaceutical products, the shelf life specified in the Contract); (b) conform in all respects to the technical documentation provided by the Supplier in respect of such Goods and, if samples were provided to UNICEF prior to entering into the Contract, are equal and comparable in all respects to such samples; (c) are new and factory-packed; (d) are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNICEF in the Contract; (e) are of consistent quality and free from faults and defects in design, manufacture, workmanship and materials; (f) are free from all liens, encumbrances or other third party claims; and (g) are contained or packaged in accordance with the standards of export packaging for the type and quantities of the Goods specified in the Contract, and for the modes of transport of the Goods specified in the Contract (including but not limited to, in a manner adequate to protect them in such modes of transport), and marked in a proper manner in accordance with the instructions stipulated in the Contract and applicable law.

4.3 The warranties provided in Article 4.2 will remain valid for the warranty period specified in the Contract; provided that (a) the warranty period for pharmaceutical goods or other perishable products will be no less than the shelf-life of those Goods specified in the Contract; and (b) if no warranty period or shelf-life is specified in the Contract, the warranties will remain valid from the date the Supplier signs the Contract until the day twelve (12) months after fulfillment of the delivery terms or such later date as may be prescribed by law.

4.4 If the Supplier is not the original manufacturer of the Goods or any part of the Goods, the Supplier assigns to UNICEF (or, at UNICEF's instructions, the Government or other entity that receives the Goods) all manufacturers' warranties in addition to any other warranties under the Contract.

4.5 The representations and warranties made by the Supplier in Articles 4.1 and 4.2 and the Supplier's obligations in Articles 4.3 and 4.4 above are made to and are for the benefit of (a) each entity that makes a direct financial contribution to the purchase of Goods; and (b) each Government or other entity that receives the Goods.

## 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.

## ANNEX A GENERAL TERMS AND CONDITIONS

### 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 Combatting Fraud and Corruption. In particular, the Supplier will not engage, and will ensure that its Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.

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

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

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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.