INVITATION TO BID

LITB-2020-9160708    19 August 2020

UNITED NATIONS CHILDREN’S FUND (UNICEF)

Wishes to purchase

Renting of training trucks

Terms of Reference
THIS INVITATION TO BID HAS BEEN:

Prepared By:
Rufat Narimanov
(To be contacted for additional information. NOT FOR SENDING OFFERS)
Email : rnarimanov@unicef.org

Verified By:  
[Signature]
Operations Manager
Jeyhun Mirzayev
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-2020-9160708 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_______________
The item contains the following services:

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<th>Item No</th>
<th>Item Description</th>
<th>Quantity/Unit</th>
<th>Unit Price</th>
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Incoterms & Delivery Requested

Lead Time & Related Charges

Packing

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SPECIFIC TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. Acknowledgment copy
   Signing and returning the acknowledgment copy of a contract issued by UNICEF or beginning work under that contract shall constitute acceptance of a binding agreement between UNICEF and the Contractor.

2. Delivery Date
   Delivery Date to be understood as the time the contract work is completed at the location indicated under Delivery Terms.

3. Payment Terms
   (a) UNICEF shall, unless otherwise specified in the contract, make payment within 30 days of receipt of the Contractor's invoice which is issued only upon UNICEF's acceptance of the work specified in the contract.
   (b) Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.
   (c) The prices shown in the contract cannot be increased except by express written agreement by UNICEF.

4. Limitation of Expenditure
   No increase in the total liability to UNICEF or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorized or paid to the contractor unless such changes have been approved by the contracting authority through an amendment to this contract prior to incorporation in the work.

5. Tax Exemption
   Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes (including service tax) and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes UNICEF to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to UNICEF. Payment of such corrected invoice amount shall constitute full payment by UNICEF. In the event any taxing authority refuses to recognize the UN exemption from such taxes, the Vendor shall immediately consult with UNICEF to determine a mutually acceptable procedure.

   Accordingly, the Contractor authorizes UNICEF to deduct from the Contractors invoice any amount representing such taxes, duties, or charges, unless the Contractor has consulted with UNICEF before the payment thereof and UNICEF has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

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    The Contractor shall be considered as having the legal status of an independent contractor vis-a-vis UNICEF. The Contractors personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNICEF.

7. Contractors Responsibility for Employees
    The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

8. Indemnification
    The Contractor shall indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of the acts or omissions of the Contractor or its employees or sub-contractors in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

9. Insurance and Liabilities to Third Parties
    (a) The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
    (b) The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors.
    (c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
    (d) Except for the workmen’s compensation insurance, the insurance policies under this Article shall:
        (i) Name UNICEF as additional insured;
        (ii) Include a waiver of subrogation of the Contractors rights to the insurance carrier against UNICEF;
        (iii) Provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
    (e) The Contractor shall, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article.

10. Source of Instructions
    The Contractor shall neither seek nor accept instructions from any authority external to UNICEF in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNICEF or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNICEF.
11. Encumbrances/Liens
The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNICEF against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

12. Title to Equipment
Title to any equipment and supplies which may be furnished by UNICEF shall rest with UNICEF and any such equipment shall be returned to UNICEF at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment when returned to UNICEF shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

13. Copyright, Patents and Other Proprietary Rights
UNICEF shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At UNICEF’s request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the UNICEF in compliance with the requirements of the applicable law.

14. Confidential Nature of Documents
(a) All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNICEF, shall be treated as confidential and shall be delivered only to the UN authorized officials on completion of work under this Contract.

(b) The Contractor may not communicate any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF which has not been made public except with the authorization of the UNICEF: nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with UNICEF.

15. Force Majeure; Other Changes in Conditions
(a) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNICEF of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNICEF of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, UNICEF shall take such action as, in its sole discretion, it considers being appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

(b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 14. Termination, except that the period of notice shall be seven (7) days instead of thirty (30) days.

(c) Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or
force.

16. Termination
If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the contract, or fails to perform any of the terms, conditions, or obligations of the contract, or should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the contractor, UNICEF may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract, forthwith, in whole or in part, upon thirty (30) days’ notice to the Contractor.

UNICEF reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Contractor, in which case UNICEF shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

In the event of any termination, no payment shall be due from UNICEF to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this contract.

Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to UNICEF for reasonable loss or damage which may be suffered by UNICEF for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure. Upon termination of the contract, UNICEF may require the contractor to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this contract. Subject to the deduction of any claim UNICEF may have arising out of this contract or termination, UNICEF will pay the value of all such finished work delivered and accepted by UNICEF. The initiation of arbitral proceedings in accordance with Article 22 Settlement of Disputes below shall not be deemed a termination of this Contract.

17. Sub-Contracting
In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of UNICEF for all sub-contractors. The approval of UNICEF of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

18. Assignment and Insolvency
1. The Contractor shall not, except after obtaining the written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor’s rights or obligations under the Contract.
2. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, terminate the Contract by giving the Contractor written notice of termination.

19. Use of UNITED NATIONS and UNICEF Name and Emblem
The Contractor shall not use the name, emblem or official seal of the United Nations or UNICEF or any abbreviation of these names for any purpose.

20. Officials Not To Benefit
The Contractor warrants that no official of UNICEF or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract.
the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

21. Prohibition on Advertising
The Contractor shall not advertise or otherwise make public that the Vendor is furnishing goods or services to UNICEF without specific permission of UNICEF.

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

Arbitration
Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party’s request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

23. Privileges and Immunities
The privileges and immunities of the UN, including its subsidiary organs, are not waived.

24. Child Labour
UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of potential suppliers to Article 32 of the Convention which inter alia requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral or social development.

25. Anti-Personnel Mines
UNICEF supports an international ban on the manufacture of anti-personnel mines. Anti-personnel mines have killed and maimed thousands of people, of whom large proportions are children and women. Anti-personnel mines present a serious obstacle to the return of populations displaced from their residences by fighting around their villages and homes. UNICEF has, therefore, decided not to purchase products from companies that sell or manufacture anti-personnel mines or their components.

26. Authority to Modify
No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNICEF unless provided by an amendment to this Contract signed by the authorized official of UNICEF.

27. Replacement of Personnel
UNICEF reserves the right to request the Contractor to replace the assigned personnel if they
are not performing to a level that UNICEF considers satisfactory. After written notification, the Contractor will provide curriculum vitae of appropriate candidates within three (3) working days for UNICEF review and approval. The Contractor must replace the unsatisfactory personnel within seven (7) working days of UNICEF’s selection.

If one or more key personnel become unavailable, for any reason, for work under the contract, the Contractor shall (i) notify the project authority at least fourteen (14) days in advance, and (ii) obtain the project authority’s approval prior to making any substitution of key personnel. Key personnel are designated as follows:

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

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

Acceptance of a replacement person by the project authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the contract.

All the other terms and conditions are hereby accepted. The agency will conform to the requirements as listed out by UNICEF.
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 shall 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

4. AWARD NOTIFICATION

4.1 UNICEF reserves the right to make a public notification of the outcome of an ITB(S) awarding product/service, awarded supplier and total value of award.
ANNEX A
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Goods)

Definitions and UNICEF Supply Website

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

“Affiliate” means, with respect to the Supplier, any of its corporate affiliates or subsidiaries, 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 disclosure by the Parties or promptly identified as confidential in writing when furnished in tangible form or disclosed orally, and includes information, the confidential or proprietary nature of which is or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

“Contract” means the contract(s) described in the Request for Tender.

“Contract” means the contract that incorporates these General Terms and Conditions (Goods). It includes purchases other than those 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 as which UNICEF provides humanitarian assistance.

“INCOTERMS” means the international commercial terms known as the INCOTERMS rules, issued by the International Chamber of Commerce, as published from time to time in the applicable date of the Contract. Reference to a Contract under INCOTERMS means reference to the rules as defined by the INCOTERMS.

“Party” means the Contractor and UNICEF together and a “Party” means each of the Contractor and UNICEF.

Supplier’s “Representative” means the Supplier’s official, employee, agent, individual sub-contractors and other representatives.

Supplier’s “Supply” means the Supplier’s Supply under the Contract.

“Supplier’s Supply Website” means UNICEF’s public access webpage available at http://www.unicef.org/supply/unicef_procurerment_policy.html, as may be updated from time to time.

1.2 These General Terms and Conditions, UNICEF’s Policy on Contractor Procurement of Equipment and Supplies for the Protection and Safeguarding of Children, the UN Supply Code of Conduct, and UNICEF’s Information Disclosures 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 Contractor at the place and within the time stipulated in the Contract. The Supplier will comply with the INCOTERMS rules or similar trade terms expressly stated in the Contract as applied to the Goods to be supplied under the Contract and all other delivery terms and instructions stated in the Contract. Notwithstanding any INCOTERMS, the Supplier must obtain any export licenses required for the Goods. The Supplier will ensure that UNICEF receives all necessary transport documents in a timely manner so as to enable UNICEF to take delivery of the Goods in accordance with the requirements of the Contract. The Supplier will ensure that UNICEF is informed by the Supplier in connection with the supply and delivery of the Goods.

2.2 The Supplier will in best efforts to accommodate reasonable requests for changes in the delivery of the Goods, shipping instructions or delivery dates of the Goods, but not in the Contract. If UNICEF requests any material changes to the requirements for the Goods, shipping instructions or delivery dates, UNICEF will give such instructions to the Supplier. The Supplier will accommodate such instructions to the extent possible, and the time schedule for delivery of the Goods may be adjusted to accommodate such changes.

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 nominate the Supplier’s performances under the Contract. The Supplier agrees to provide in full cooperation with such performances monitoring, at an additional cost or separate 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 payment.

Inspection

2.4 UNICEF or the Contractor (if different from UNICEF) will have a reasonable time to inspect the Goods after delivery. At UNICEF’s request, the Supplier will provide in reasonable cooperation to UNICEF or the Contractor with respect 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 Contractor does not constitute a determination that the specifications for the Goods met or will meet the requirements of the Contract (including any technical requirements) have or have not been met. The Supplier will be required to comply with any warranty and other contractual obligations whether or not UNICEF or the Contractor causes it in an inspection of the Goods.

3. Delivery Not Acceptance; Consequences of Uncompleted Delivery and Non-conforming Goods

3.1 If the Supplier determines it will be unable to deliver all or some of the Goods to the Contractor by the delivery date(s) stipulated in the Contract, the Supplier will (a) immediately notify UNICEF to determine the next replacement date for delivery of 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 delivery of Goods will not be accepted unless prior written approval for such partial delivery has been given by UNICEF to the Supplier.

3.2 Delivery of the Goods will not constitute acceptance of the Goods. If none 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 to any part of the Goods) in accordance with the agreed delivery dates and delivery terms and instructions, UNICEF may, within 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 like kind and 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 preserve all or part of the Goods from storage, 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.

3.3 Further to Article 11.6 below, the Supplier expressly acknowledges that if, in respect of any commitment, 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 or the right of UNICEF to demand delivery of non-compliant Goods.

Risk of Loss; Title to Goods

3.4 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

1. UNICEF or similar trade marks expressly used in the Contract (as applicable to the Goods supplied under the Contract and any other express terms of the Contract) are the sole intellectual property of UNICEF and the supplier agrees not to reproduce, use, disclose, or otherwise exploit such marks without the prior written consent of UNICEF.

2. The price for the Goods is the amount specified in the price section of the Contract (the "Price"), and shall be paid in accordance with the terms of the Contract. The price includes delivery costs and shall be paid in accordance with the applicable delivery terms. The delivery terms shall be specified in the Contract.

3. The Supplier represents and warrants that the Goods supplied under the Contract comply with all applicable laws, regulations, and standards. The Goods shall be delivered free of defects and shall be suitable for their intended purpose.

4. UNICEF reserves the right to deduct any amount of the Price that is due to any causes, including, but not limited to, any disputes, defaults, or other circumstances, which may arise during the performance of the Contract. The Supplier agrees to accept such deductions and to provide UNICEF with prompt payment.

5. The price for the Goods is the amount specified in the price section of the Contract (the "Price"), and shall be paid in accordance with the terms of the Contract. The price includes delivery costs and shall be paid in accordance with the applicable delivery terms. The delivery terms shall be specified in the Contract.

6. UNICEF reserves the right to deduct any amount of the Price that is due to any causes, including, but not limited to, any disputes, defaults, or other circumstances, which may arise during the performance of the Contract. The Supplier agrees to accept such deductions and to provide UNICEF with prompt payment.

7. The price for the Goods is the amount specified in the price section of the Contract (the "Price"), and shall be paid in accordance with the terms of the Contract. The price includes delivery costs and shall be paid in accordance with the applicable delivery terms. The delivery terms shall be specified in the Contract.

8. UNICEF reserves the right to deduct any amount of the Price that is due to any causes, including, but not limited to, any disputes, defaults, or other circumstances, which may arise during the performance of the Contract. The Supplier agrees to accept such deductions and to provide UNICEF with prompt payment.

9. The price for the Goods is the amount specified in the price section of the Contract (the "Price"), and shall be paid in accordance with the terms of the Contract. The price includes delivery costs and shall be paid in accordance with the applicable delivery terms. The delivery terms shall be specified in the Contract.

10. UNICEF reserves the right to deduct any amount of the Price that is due to any causes, including, but not limited to, any disputes, defaults, or other circumstances, which may arise during the performance of the Contract. The Supplier agrees to accept such deductions and to provide UNICEF with prompt payment.
ANNEX A
GENERAL TERMS AND CONDITIONS

Limitations of Liability

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 shall extend to but not be limited to (a) claims and liability in the nature of vendors’ 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 purchased 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 suit, proceedings, claims, demands, losses or liability to the Supplier within a reasonable period of time after having received such notice. The Supplier will have sole control of the defense, settlement and compromise of any such suit, proceeding, claim or demand except with respect to the amount or defense of the privileges and immunities of UNICEF or any officer relative to UNICEF’s privileges and immunities (including matters relating to UNICEF’s relations with host Governments), which are subject to the Supplier’s decision in consultation with UNICEF. Only the Supplier will have the right, in its own name, 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 responsible 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:

(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 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 replacement cost, 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 in its place, workers’ compensation insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or property damage 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 ending to the end of any applicable insurance periods with regard to claims against which the insurance is obtained.

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

(d) Except with regard to the insurance referred to in paragraph (b)(iii) above, the insurance policies of 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 under the Contract or otherwise.

Liability

4.9 The Supplier will pay UNICEF promptly for all losses, destruction or damage to UNICEF’s property caused by the Supplier’s Personnel or sub-contractors in the performance of the Contract.

5. Intellectual Property and Other Proprietary Rights

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 have a direct relation to the Contract or (ii) are produced, prepared or collated 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, forecasts, documents developed or received by, and all other data compiled 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, all intellectual property or other proprietary right of the Supplier that pre-existed the performance by the Supplier of its obligations under the Contract, or that the Supplier may acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Supplier grants to UNICEF 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 shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary right and transferring (or, in the case, intellectual property referred to in paragraph (b) above, licensing) them to UNICEF in compliance with the requirements of applicable laws and of the Contract.

Confidentiality

5.2 Confidential information that is considered proprietary by either Party or that is disclosed 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 purposes for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser’s Confidential Information to any other party.

- ensure that all of its Affiliates, employees, representatives, agents and sub-contractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract or
- unless the Confidential Information is obtained by the Recipient from a third party without restriction;

(d) is disclosed by the Discloser to a third party without any obligation of confidentiality; (e) is known by the Recipient prior to disclosure by the Discloser; or (f) at any time is developed by the Recipient completely independently of any disclosure under the Contract.

5.3 If the Supplier receives a request for disclosure of UNICEF’s Confidential Information pursuant to any judicial or legislative process, before any such disclosure is made the Supplier shall 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 in advance of the relevant authority that requested disclosure UNICEF may disclose the Supplier’s Confidential Information to the extent required pursuant to such action or in accordance with the prevailing bodies.

5.4 The Supplier may not communicate at any time to any other person Government or authority related 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 procure advantages.
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End of Contract

3.3 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 destruction to UNICEF in writing;
(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1.1(a);

6. Termination, Force Majeure

Termination by Either Party for Material Breach

6.1 If a Party is in material breach of any of its obligations under the Contract, the other Party may give a written notice set out within thirty (30) days of receipt of 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 arbitration proceedings in accordance with Article 9 (Mediation and Arbitration - 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 action of termination, without any liability for termination charges or any other liability of any kind.

(b) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or
(c) if the Supplier breaches any of the provisions of Articles 5.5 to 5.14 (Confidentiality); or
(d) if the Supplier is adjudged bankrupt or is liquidated, or becomes insolvent, or applies for a moratorium or stays any on its payment or repayment obligations, or is applied to be declared insolvent, (e) is granted a moratorium or a stay, or is declared insolvent, (f) makes an assignment for the benefit of one or more of its creditors, (g) has a receiver appointed on account of the insolvency of the Supplier, (h) offers a settlement in lieu of bankruptcy or receivership, or (1) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that reasonably subverts 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 way in which UNICEF reasonably 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 terminate the Contract upon any (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 maintain costs and will seek instructions from UNICEF regarding Goods in transit (if any) and will not undertake any further or additional commitments or 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 commencement of issues and for the protection and preservation of any property (whether movable or immovable) 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, supplied 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 damage which may be incurred 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

6.1 If a Party is rendered permanently unable to perform 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 event arising from causes beyond the control of the Parties, including acts of war, any act of state (whether declared or not), invasion, occupation, 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; or (b) any event in which a dilapidated party could reasonably be expected to take into account and plan for at the time the Contract was entered into; (c) the insolvency of funds, inability to make any payment required under the Contract, or any economic conditions including but not limited to inflation, price escalations, or labor availability; or (d) any event resulting from harsh conditions or logistical challenges for the Supplier (including civil unrest) incurred associated with location at which UNICEF is operating or is withdrawing from, or any event resulting from UNICEF's insolvency, bankruptcy, or similar disaster or bankruptcy.

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, qualified individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

7.2 (a) The Supplier represents and warrants that an official of UNICEF or of any United Nations System organization involved or on behalf of the Supplier, or any entities related or associated with any United Nations System organization involved or on behalf of the Supplier, or the Supplier, in performing any of its obligations under this Contract shall not participate in any business, or in any other activity, or in any relationship with a person or organization, or in any transaction or relationship, or in any other activity, or in any other relationship with a person or organization, in which such an individual's official position or professional obligations might reasonably be perceived as a conflict of interest.

7.3 The Supplier represents and warrants that it is not or any of its Affiliates, Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organization or other international intergovernmental organization. The Supplier will immediately disclose to UNICEF if it or any of its Affiliates, Personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Contract.

7.4 The Supplier will (a) observe the highest standards of ethics; (b) use its best efforts to protect UNICEF against fraud in the performance of the Contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combating Fraud and Corruption. In particular, the Supplier will not engage in any activity that could reasonably be perceived as a conflict of interest.

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 Markets website: www.unsg.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 right 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 Abolition of the Worst Forms of Child Labour. No. 182 (1999): or (5) in the manufacture, sale, distribution, or use of anti-personal mines or components utilised in the manufacture of anti-personal 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 this purpose, 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, for the purpose of including its employees or other persons engaged by the Supplier, from exploiting any money, goods, services, or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitative or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will 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 shall inform UNICEF as soon as it becomes aware of any incident or report that it is inconsistency with the undertakings and warranties 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 discretion, to expand 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 the Supplier breaches any of its undertakings and warranties 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, 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 notices to address the relevant issue or breach to UNICEF’s satisfaction within the period stipulated in the notice of suspension, UNICEF may lift the suspensions by written notice to the Supplier and the Contract and all other enforcement contracts will resume in accordance with their terms. It is important to note that UNICEF is not required to suspend the matters as being separately addressed by the Supplier.

(c) Any suspension or termination made 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 regarding any aspect of the Contract including but not limited to the conduct of the Contract, the way in which the Contract is audited, any breach that the Contract is not being performed or not performed in accordance with the terms of the Contract, or any misconduct or corruption by any person associated with the Supplier. The Supplier will provide full and timely cooperation with any such inspection, post-payment audit, or investigation, including (but not limited to) making available Personnel and any relevant data and documents, and complying with any requests for information, reasonable notice and reasonable access, and granting access to the Supplier’s premises at reasonable times and on reasonable conditions in connection with making Personal and any relevant data and documents available. The Supplier will require its subcontractors and their agents, including, but not limited to, the Supplier’s attorneys, employees or other advisors, to provide reasonable cooperation with any inspections, post-payment audits, or investigations required 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, of any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Conventions 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 international law.

6.1 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 settle an amicable settlement through conciliation, the conciliation will take place in accordance with the UNICEF Conciliation Rules then in force, or according to such other procedures as may be agreed between the Parties. Any dispute of novelty or interest 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 UNICEF Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The decision of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal will have the authority to award punitive damages. In addition, the arbitral tribunal will have an 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 made as a result of such arbitration in 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 person 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 the 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 incorporated and applied consistently with, the provisions of Article 9 (Privileges and Immunities; Settlement of Disputes).

11. Other Provisions

11.1 The Supplier acknowledges and agrees 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 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 assigning the Parties principal and agent or joint ventures.

11.4 (a) Except as expressly provided in the Contract, the Supplier will be responsible to 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 the terms and conditions of the Contract.

(c) The Supplier certifies that it has read UNICEF’s Policy on Conduct Preventing the Exploitation and Sexual Harassment of Children. The Supplier will ensure that its Personnel understand the notification requirements set out in it and will adhere to and maintain appropriate measures to prevent 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 subcontractors, will not be considered in any respect as being employees or agents of UNICEF.
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(a) Without limiting any other provisions of the Contract, the Supplier will be fully responsible and 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 act, 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 solvency or responsibility with regard to any of the events referred to in this Article 11.4(c).

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 a Party to cure a default under the Contract, nor any delay or failure by a Party to assert 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 right or remedy 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 asserted 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 reference to the name of UNICEF for the purpose of enabling reports or communications 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 authorized official of UNICEF.

11.11 The provisions of Articles 5.9, 5.10, 5.12, 5.13, 7.2, 7.3, 7.4, 7.5, 7.6, 7.8, 7.9, 11.1, 11.3, 11.4, 11.5 and 11.6 will survive delivery of the Goods and the expiry or earlier termination of the Contract.