

REQUEST FOR PROPOSAL

LRFP-2025-9201164

14 November 2025

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

LOT 1 : mission de cadrage extension CCSMIS
LOT 2: mission de cadrage plateforme de suivi EHA/Énergie/Bâtiments
LOT 3: mission de cadrage PSIM

EMAILED proposals should be sent **only by email** to:

supplytunisia@unicef.org

IMPORTANT - ESSENTIAL INFORMATION

La référence LRPS-2025-9201164 -(LOT1 ou LOT2 ou LOT3) doit figurer sur les emails contenant la proposition. Les propositions financières doivent être envoyées séparément et ne doivent pas être incluses dans la proposition technique.

a) l'offre technique pour le trois LOTs - doit être marquée comme suit :

LOT 1 : « LRPS-2025-9201164-LOT1-mission de cadrage extension CCSMIS - Offre technique ».

LOT 2: « LRPS-2025-9201164-LOT2-mission de cadrage plateforme de suivi EHA/Énergie/Bâtiments- Offre technique ».

LOT 3: « LRPS-2025-9201164-LOT3-mission de cadrage PSIM - Offre technique ».

b) l'offre financière doit avoir comme objet :

LOT 1 : « LRPS-2025-9201164-LOT1-mission de cadrage extension CCSMIS - Offre financière ».

LOT 2: « LRPS-2025-9201164-LOT2-mission de cadrage plateforme de suivi EHA/Énergie/Bâtiments- Offre financière».

LOT 3: « LRPS-2025-9201164-LOT3-mission de cadrage PSIM - Offre financière ».

Le formulaire de demande d'offre de prix de services ci-dessous (Page 3, 4) doit être utilisé pour répondre à cette invitation. Vous êtes invités à le remplir, signer et joindre dans votre dossier de soumission.

Pour Toute demande de clarification ou d'information concernant cet appel à proposition doit être envoyée à l'adresse mail wdaoud@unicef.org, ijmour@unicef.org au plus tard le **28 Novembre 2025**.

Les propositions doivent être reçues à l'adresse supplytunisia@unicef.org au plus tard à 23:59h00 (heure de Tunis) le 5 Décembre 2025. Les offres reçues après la date et le temps stipulés seront invalidés.

Il est important que vous lisiez toutes les dispositions de la demande de proposition de services et les documents joints pour vous assurer que vous comprenez et respectez les exigences de l'UNICEF. Notez que la non-soumission de propositions conformes peut entraîner l'invalidation de votre proposition

THIS REQUEST FOR PROPOSAL HAS BEEN:

Prepared By:

Wassim Daoud

14-11-2025

Wassim Daoud

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

Email : wdaoud@unicef.org

Verified By:

ines jmour

14-11-2025

Ines Jmour

BID FORM

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

TERMS AND CONDITIONS OF CONTRACT

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

INFORMATION

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

The Undersigned, having read the Terms and Conditions of INVITATION No. **LRFP-2025- 9201164** set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Currency of Proposal: _____

Validity of Proposal: _____

Please indicate which of the following Early Payment Discount Terms are offered by you:
10 Days 3.0% _____ 15 Days 2.5% _____ 20 Days 2.0% _____ 30 Days Net _____
Other _____

Declaration

The undersigned, being a duly authorized representative of the Company, represents and declares that:

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

¹ "Management" means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and all other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders.

2.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct.	☐	☐
3.	The Company and its Management are not: bankrupt, subject to insolvency or winding-up procedures, subject to the administration of assets by a liquidator or a court, in an arrangement with creditors, subject to a legal suspension of business activities, or in any analogous situation arising from a similar procedure provided for under applicable national law.	☐	☐
4.	The Company and its Management have not been the subject of a final judgment or a final administrative decision finding them in breach of their obligations relating to the payment of taxes or social security contributions.	☐	☐
5.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found they created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business (<i>creating a shell company</i>).	☐	☐
6.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found the Company was created with the intent referred to in point (5) (<i>being a shell company</i>).	☐	☐



The UNICEF reserves the right to disqualify the Company suspend or terminate any contract or other arrangement between the UNICEF and the Company, with immediate effect and without liability, in the event of any misrepresentation made by the Company in this Declaration.

It is the responsibility of the Company to immediately inform the UNICEF of any changes in the situations declared.

This Declaration is in addition to, and does not replace or cancel, or operate as a waiver of, any terms of contractual arrangements between the UNICEF and the Company.

Signature: _____

Date: _____

Name and Title: _____

Name of the Company: _____

UNGM #: _____

Postal Address: _____

Email: _____

The item contains the following services:

Item No	Item Description	Quantity/Unit	Unit Price	Amount
10	1 EA	LOT1-mission cadrage extension CCSMIS		

The item contains the following services:

10	1 EA	LOT2-mission cadrage plateforme WASH		
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The item contains the following services:

10	1 EA	LOT3-mission cadrage PSIM		
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SPECIAL NOTES

Le Fonds des Nations Unies pour l'Enfance (UNICEF) lance cet appel à propositions en vue de recruter un ou plusieurs cabinets spécialisés pour conduire trois missions de cadrage relatives à la digitalisation du secteur de la santé en Tunisie.

LOT 1 - mission de cadrage extension CCSMIS

LOT 2 - mission de cadrage plateforme de suivi EHA/Énergie/Bâtiments

LOT 3 - mission de cadrage PSIM

1. Contexte du LOT 1

En Tunisie, l'UNICEF collabore avec le Ministère de la Santé pour améliorer l'équité dans la prestation de services et de soins de qualité pour chaque enfant. En se concentrant sur les plus vulnérables, l'UNICEF est en première ligne pour répondre aux raisons pour lesquelles les enfants, les mères et les agents de santé ne disposent pas d'un outil robuste en temps réel pouvant aider les professionnels de santé à prendre de meilleures décisions et à mettre en œuvre les services de santé destinés aux mères et aux enfants.

Selon le profil du système de santé élaboré par l'OMS en 2016, le système d'information sanitaire en Tunisie est très fragmenté, et les données probantes ne sont pas suffisamment utilisées pour éclairer les décisions. Le Ministère de la Santé (MdS) produit une grande quantité de données et d'informations à différents niveaux (central, régional et local). Cependant, ces données ne sont malheureusement ni systématisées ni analysées en raison du manque d'intégration des bases de données existantes. Le document de la Stratégie Nationale de Numérisation du secteur de la santé, élaboré en 2016, a mis en évidence l'impact négatif de cette fragmentation des données sur la capacité du pays à assurer la surveillance épidémiologique, à calculer les indicateurs de couverture sanitaire et à allouer efficacement les ressources.

L'expérience tunisienne en matière de vaccination contre la COVID-19 illustre comment la transformation digitale peut être un moteur de changement. En 2020#2021, en réponse à la pandémie, le Ministère de la Santé, soutenu par ses partenaires techniques et financiers, a développé et déployé la plateforme EVAX, une solution numérique assurant la traçabilité des vaccins, l'enregistrement et le suivi des bénéficiaires. EVAX a permis à la Tunisie de coordonner une campagne de vaccination complexe et à grande échelle avec une efficacité sans précédent, atteignant finalement le taux de vaccination contre la COVID-19 le plus élevé en Afrique, avec plus de 56 % de la population entièrement vaccinée.

Encouragé par ce succès, le Gouvernement tunisien, avec le soutien continu de ses partenaires techniques, dont l'UNICEF, a élargi EVAX au-delà de l'usage d'urgence pour inclure l'intégralité des services de vaccination tout au long cycle de vie, marquant un tournant critique vers l'intégration durable de la santé numérique dans les soins de santé primaires (SSP). Pour accompagner cette évolution.

Sur cette base, l'UNICEF soutient le Ministère de la Santé dans la digitalisation de la chaîne d'approvisionnement en vaccins par une assistance technique au développement d'un Système d'Information pour la Gestion de la Chaîne du Froid et des Stocks (Cold Chain and Stock Management Information System CCSMIS), un outil complémentaire permettant de suivre la disponibilité des vaccins et la performance des équipements de la chaîne du froid tout au long de la chaîne d'approvisionnement. Le CCSMIS comprend deux plateformes : « chaîne du froid » et « e-pharmacie ». Ces systèmes modulaires permettent une visibilité de bout en bout sur les flux de stocks de vaccins et l'état des équipements, contribuant à la fiabilité et à la durabilité de la chaîne d'approvisionnement en vaccins. Comme pour toute solution numérique agile, des tests sur le terrain approfondis et des ajustements itératifs sont essentiels. Le déploiement du CCSMIS a mis en évidence l'importance d'intégrer les retours des utilisateurs pour affiner les fonctionnalités et garantir leur pertinence face aux besoins réels. Les établissements de soins de santé primaires (SSP) ne sont pas seulement responsables de la

vaccination, mais également de la fourniture d'un large éventail de médicaments essentiels et de dispositifs médicaux qui soutiennent la santé maternelle et infantile, la prise en charge des maladies chroniques et les services ambulatoires. Pourtant, l'absence d'un système unifié de gestion des stocks en temps réel pour ces produits continue de freiner l'efficacité opérationnelle, de compromettre la qualité des services et d'éroder la confiance du public dans le système de santé. L'élargissement de la plateforme numérique pour inclure les médicaments et les dispositifs médicaux constitue donc un investissement stratégique en faveur de la continuité des services et de la responsabilité financière au niveau des SSP.

La mise en œuvre d'un système numérique complet de gestion des stocks de médicaments et de dispositifs médicaux au niveau des SSP améliorerait considérablement l'efficacité et la transparence des dépenses publiques. Elle permettrait la collecte de données en temps réel, soutiendrait la planification prévisionnelle des achats et améliorerait le suivi de la disponibilité des médicaments à travers le pays. Cela contribuerait à de meilleurs résultats sanitaires, à un accès plus équitable aux soins et à une plus grande confiance du public envers les établissements de SSP. De manière cruciale, cela permettrait également de générer des données probantes de haute qualité pour éclairer les décisions politiques et budgétaires, renforçant ainsi la responsabilité et la gouvernance au sein du système de santé tunisien. C'est dans ce contexte que le Ministère de la Santé avec l'appui de l'UNICEF souhaite réaliser une mission pour la définition d'un cadre (besoin des utilisateurs, flux, fonctionnalités, etc.) d'extension du CCSMIS aux médicaments, dispositifs médicaux tout en intégrant dès cette phase la considération de scalabilité d'évolution de la plateforme vers les structures de santé de niveau 2 et 3. Le cabinet sélectionné travaillera sous la supervision directe du spécialiste santé de l'UNICEF à qui il rendra compte de la mission qui lui est confiée. Il conduira la mission sous la tutelle du ministère de la Santé en collaboration étroite avec la Direction des Soins de Santé de Base (DSSB) et du Centre Informatique du Ministère de la Santé (CIMS).

2.Objectif de la mission du LOT 1:

Cette mission a pour objectif d'identifier les besoins et définir le cadre d'extension du CCSMIS et de l'e-pharmacie pour couvrir la gestion des médicaments, dispositifs médicaux et autres actifs au niveau des soins primaires, en cohérence avec le système d'information sanitaire.

3.Livrables LOT 1 :

a)Rapport d'analyse de l'existant

- État des lieux du module actuel et de ses interactions avec les autres systèmes (DMI, EVAX, ordonnances électroniques, etc.).
- Rapport des consultations avec les parties prenantes (lors des ateliers au niveau national/régional)
- Cartographie des flux métiers tenant compte des interactions à tous les niveaux de soins.

b)Analyse des spécificités liées aux médicaments et dispositifs médicaux

- Contraintes réglementaires, logistiques et organisationnelles.
- Différences de processus par rapport à la gestion vaccinale.

c)Spécifications fonctionnelles et techniques nécessaires pour l'extension du CCSMIS

- User stories pour les différents utilisateurs potentiels prescripteurs, dispensateurs, gestionnaires et superviseurs.
- Diagrammes de flux de prescription, validation, dispensation et suivi des stocks.
- Exigences d'interopérabilité avec les systèmes existants.

d)Backlog produit priorisé pour l'extension de e-pharmacie et cold chain

- MVP et fonctionnalités futures.
- Priorisation tenant compte des besoins de scalabilité multi-niveaux (première, deuxième, troisième ligne).

e)Cahier des charges technique pour l'extension de e-pharmacie et cold chain

-Document de référence pour le développement de l'extension, avec intégration progressive aux différents niveaux de soins.

f)Feuille de route de scalabilité pour l'extension de e-pharmacie et cold chain

Vision en trois phases :

- 1.première ligne
- 2.interconnexion avec la deuxième ligne
- 3.intégration complète à tous les niveaux et avec l'ensemble du SI national.

Tous les livrables de cette mission seront rédigés en français et fournis sous forme numérique, à envoyer à toutes les parties prenantes par courrier électronique selon les modalités et le format convenus.

L'approbation de l'ensemble des livrables sera requise de la part des parties prenantes. Le calendrier de la mission et les échéances de remise des livrables seront établis dans le contrat conclu avec le cabinet

4.Paiement LOT 1:

Livrable 1: Diagnostic et analyse réglementaire : rapport d'analyse de l'existant (CCSMIS), cartographie des flux prescription/dispensation et spécificités réglementaires/logistiques

Chronologie indicative: 1,5 mois

Paiement: 30%

Livrable 2: Spécifications et backlog : user stories, diagrammes de flux, spécifications techniques et backlog priorisé pour l'extension multi-niveaux (MVP + évolutions)

Chronologie indicative: 3 mois

Paiement:30%

Livrable 3: Cahier des charges et roadmap : cahier des charges technique et feuille de route de scalabilité (intégration 1re, 2e, 3e ligne)

Chronologie indicative: 4 mois

Paiement: 40%

Tous les livrables de cette mission seront rédigés en français et fournis sous forme numérique, à envoyer à toutes les parties prenantes par courrier électronique selon les modalités et le format convenus.

L'approbation de l'ensemble des livrables sera requise de la part des parties prenantes. Le calendrier de la mission et les échéances de remise des livrables seront établis dans le contrat conclu avec le cabinet.

5.Contexte du LOT 2:

Depuis les années 1980, la Tunisie a considérablement développé ses structures de santé (CSB, circonscriptions, régionaux, universitaires#), essentielles pour fournir des soins de santé adéquats à la population. Cependant, des défis persistent en matière d'accès à l'eau, d'hygiène et d'assainissement (EHA) dans ces établissements de santé, affectant la qualité et la sécurité des soins. Ces enjeux sont

devenus prioritaires après la pandémie de COVID-19. Pour y remédier, des initiatives ont été mises en place, telles que la promotion de l'hygiène à travers des programmes nationaux pour l'hygiène des mains et la Prévention et le Contrôle des Infections (PCI), ainsi que des formations pour le personnel des CSB sur les bonnes pratiques d'hygiène et de sécurité des soins. Des audits et des guides de bonnes pratiques ont également été introduits pour améliorer la gestion des risques infectieux.

Néanmoins, l'accès à l'eau, à l'hygiène et à l'assainissement dans les structures de santé reste un défi majeur, exacerbé par les coupures d'eau fréquentes, le manque d'installations d'EHA adéquates, la formation insuffisante du personnel en matière d'hygiène, ainsi que la gestion inefficace des consommables et la faible implication communautaire.

Dans ce cadre, UNICEF Tunisie a soutenu le Ministère de la santé en 2024 pour le développement d'un plan national d'amélioration des services EHA/PCI dans les CSB. Ce plan a identifié plusieurs axes d'interventions prioritaires dont la création d'un mécanisme de coordination efficace et agile. Cela inclut la mise en place d'une plateforme digitale de suivi et d'alerte pour la gestion des services EHA/PCI qui vise à améliorer la réactivité dans la maintenance des infrastructures EHA et services PCI, contribuant ainsi à l'amélioration de la situation EHA/PCI dans les structures de santé.

Les défis de maintenance des infrastructures et installations des centres de santé allant au-delà des besoins EHA/PCI, cette plateforme inclura également les alertes pour la maintenance des installations électriques.

La plateforme permettra ainsi aux agents de santé de reporter sur l'état des services d'eau, d'hygiène et d'assainissement, de l'énergie et des bâtiments de leurs établissements et transmettre de façon pro-active aux différents responsables en charge de la gestion de ces infrastructures et installations, les alertes pour un déploiement rapide des interventions nécessaire pour assurer la continuité de ces services.

Le cabinet sélectionné travaillera sous la supervision directe des spécialistes EHA de l'UNICEF à qui il rendra compte de la mission qui lui est confiée. Il conduira la mission sous la tutelle du ministère de la Santé en collaboration étroite avec les directions des bâtiments et des équipements, la Direction de l'Hygiène du Milieu et de la Protection de l'Environnement, la Direction des Soins de Santé de Base (DSSB) et du Centre Informatique du Ministère de la Santé (CIMS).

Pour une gestion fluide de la mission, un comité de pilotage sera mis en place avec des rencontres conjointes avec d'autres parties prenantes à certains moments de la mission en vue d'assurer une bonne synergie avec les autres plateformes.

6.Objectif de la mission du LOT 2 :

Cette mission a pour objectif de concevoir l'architecture et définir les spécifications de la plateforme destinée à la notification, au suivi et à la gestion des alertes de la situation des infrastructures et services EHA et énergétiques et les bâtiments des structures de santé de base, en veillant à son intégration dans l'écosystème numérique du Ministère de la Santé.

7.Livrables du LOT 2 :

Conception de la plateforme EHA, énergie et bâtiments:

- Une note méthodologique qui étaye l'approche qui sera adoptée pour la conduite de la mission
- Trois rapports de déroulement des ateliers et leurs recommandations
- Un rapport de diagnostic sur la faisabilité et d'identification des besoins en termes de digitalisation du suivi et des alertes EHA dans les structures sanitaires incluant des ébauches de la schématisation claire des flux et des rôles.
- Un plan de déploiement progressif et budgétisé
- Documentation technique nécessaire pour le recrutement et l'évaluation d'une société de développement.
- Un projet de cahier de charge de conception de la plateforme. Ce cahier de charge comprendra en somme :
- Une description des services à suivre à travers la plateforme
- Une description des administrateurs et utilisateurs ainsi que la gestion des administrations : Externes

- (les agents des structures sanitaires) et internes (administrateurs au niveau régional et central)
- Une description de la gestion de la base des connaissances afin de permettre aux administrateurs au niveau régional et central de regrouper les données dans une base de données
 - Une description de la gestion des alertes par les administrateurs au niveau régional et central à travers la description des flux, canaux de communication et les notifications
 - Une description de la page d'accueil
 - Une description du catalogue de fonctionnalités
 - Une description des pages par fonctionnalité
 - Backlog produit priorisé # EHA et énergie avec identification des fonctionnalités du MVP (Minimum Viable Product).
 - Liste des fonctionnalités prévues pour les phases ultérieures, avec critères de priorisation.
 - La modalité de la sécurité et identification des utilisateurs
 - Une description des exigences de performances (besoins optimaux à l'hébergement de la solution de point matériels, Licences et certificats dont doit disposer le CMIS).
 - Une description des techniques déployées pour assurer la disponibilité de la plateforme, base de données et application 24h/7j
 - Une description de la gestion des pannes
 - Une description de la compatibilité avec les normes et standards usuels de la Tunisie
 - La présentation des exigences de sécurité
 - Les modes de sauvegardes et restauration
 - Une recherche avancée : Afin de permettre aux utilisateurs pour faire des analyses plus poussées

Toutes autres descriptions ou modalité s'avérant nécessaires sur la base de diagnostic et des recommandations des ateliers.

8. Paiement LOT 2:

Livrable 1: Rapport d'inception : méthodologie, plan de travail, cartographie des parties prenantes et plan de coordination entre équipes

Chronologie indicative : 1 mois

Paiement : 20%

Livrable 2: Diagnostic et ateliers : rapports des ateliers (2 interrégionaux + 1 national) et rapport d'évaluation des besoins/faisabilité EHA

Chronologie indicative : 1,5 mois

Paiement : 30%

Livrable 3: Spécifications et backlog : user stories, diagrammes de flux, spécifications techniques et backlog priorisé (MVP + évolutions)

Chronologie indicative : 3,5 mois

Paiement : 25%

Livrable 3: Cahier des charges et roadmap : cahier des charges technique et feuille de route de scalabilité avec plan de déploiement budgétisé

Paielement : 25%

Tous les livrables de cette mission seront rédigés en français et fournis sous forme numérique, à envoyer à toutes les parties prenantes par courrier électronique selon les modalités et le format convenus. L'approbation de l'ensemble des livrables sera requise de la part des parties prenantes. Le calendrier de la mission et les échéances de remise des livrables seront établis dans le contrat conclu avec le cabinet

9.Contexte du lot 3:

En Tunisie, l'UNICEF collabore avec le Ministère de la Santé pour améliorer l'équité dans la prestation de services et de soins de qualité pour chaque enfant. En se concentrant sur les plus vulnérables, l'UNICEF est en première ligne pour répondre aux raisons pour lesquelles les enfants, les mères et les agents de santé ne disposent pas d'un outil robuste en temps réel pouvant aider les professionnels de santé à prendre de meilleures décisions et à mettre en œuvre les services de santé destinés aux mères et aux enfants.

Selon le profil du système de santé élaboré par l'OMS en 2016, le système d'information sanitaire en Tunisie est très fragmenté, et les données probantes ne sont pas suffisamment utilisées pour éclairer les décisions. Le Ministère de la Santé (MdS) produit une grande quantité de données et d'informations à différents niveaux (central, régional et local). Cependant, ces données ne sont malheureusement ni systématisées ni analysées en raison du manque d'intégration des bases de données existantes. Le document de la Stratégie Nationale de Numérisation du secteur de la santé, élaboré en 2016, a mis en évidence l'impact négatif de cette fragmentation des données sur la capacité du pays à assurer la surveillance épidémiologique, à calculer les indicateurs de couverture sanitaire et à allouer efficacement les ressources.

L'expérience tunisienne en matière de vaccination contre la COVID-19 illustre comment la transformation digitale peut être un moteur de changement. En 2020#2021, en réponse à la pandémie, le Ministère de la Santé, soutenu par ses partenaires techniques et financiers, a développé et déployé la plateforme EVAX, une solution numérique assurant la traçabilité des vaccins, l'enregistrement et le suivi des bénéficiaires. EVAX a permis à la Tunisie de coordonner une campagne de vaccination complexe et à grande échelle avec une efficacité sans précédent, atteignant finalement le taux de vaccination contre la COVID-19 le plus élevé en Afrique, avec plus de 56 % de la population entièrement vaccinée.

Encouragé par ce succès, le Gouvernement tunisien, avec le soutien continu de ses partenaires techniques, dont l'UNICEF, a élargi EVAX au-delà de l'usage d'urgence pour inclure l'intégralité des services de vaccination tout au long cycle de vie, marquant un tournant critique vers l'intégration durable de la santé numérique dans les soins de santé primaires (SSP). Pour accompagner cette évolution.

Bien que la santé maternelle et infantile demeure une priorité stratégique en Tunisie, son suivi repose encore largement sur des carnets papier, ce qui limite la traçabilité, la qualité des données et la continuité des soins. Selon l'enquête MICS 2023, près de 30#% des enfants ne disposent pas de carnet de vaccination # souvent perdu # compromettant ainsi la continuité des interventions. Le suivi de la grossesse et le référencement vers les structures de second niveau s'effectuent également sur support papier, rendant impossible la vérification des analyses prescrites et leur réalisation effective. L'absence d'alertes empêche par ailleurs d'identifier systématiquement les rendez#vous prénatals ou postnatals manqués. Cette situation fragilise la prise en charge des grossesses à risque, faute de communication efficace entre les soins primaires et les niveaux spécialisés.

En outre, les données consolidées sur la croissance et l'anthropométrie restent rares et ne sont accessibles qu'à travers des enquêtes ponctuelles et coûteuses (comme la MICS), ce qui complique le suivi des performances des interventions (p.#ex. campagnes de promotion de l'allaitement maternel) et des prestations délivrées (counselling, stimulation précoce, détection des retards de développement).

À la lumière des résultats d'EVAX pour la vaccination, il devient essentiel d'étendre la transformation digitale à la santé maternelle et infantile. Une plateforme dédiée, interopérable avec l'écosystème national, permettrait de digitaliser le carnet de santé, d'améliorer le référencement et la coordination clinique, de consolider des données fiables en temps réel et, in fine, de renforcer l'équité et la qualité des soins pour les mères et les enfants.

C'est dans ce contexte que le Ministère de la Santé avec l'appui de l'UNICEF souhaite réaliser une mission pour la définition du cadre conceptuel et les spécifications fonctionnelles pour la conception d'une plateforme numérique de suivi de la santé maternelle et infantile, incluant la digitalisation du carnet de santé (grossesse, suivi postnatal, croissance infantile), en cohérence avec l'écosystème numérique national et en complémentarité avec EVAX pour la vaccination.

Le cabinet sélectionné travaillera sous la supervision directe du spécialiste santé de l'UNICEF à qui il rendra compte de la mission qui lui est confiée. Il conduira la mission sous la tutelle du ministère de la Santé en collaboration étroite avec la Direction des Soins de Santé de Base (DSSB) et du Centre Informatique du Ministère de la Santé (CIMS).

10. Objectif de la mission du LOT 3 :

Cette mission a pour objectif de définir le cadre conceptuel et les spécifications fonctionnelles pour la conception d'une plateforme numérique de suivi de la santé maternelle et infantile, incluant la digitalisation du carnet de santé (grossesse, suivi postnatal, croissance infantile), en cohérence avec l'écosystème numérique national et en complémentarité avec EVAX pour la vaccination.

11. Livrables du LOT 3 :

a) Rapport de diagnostic et cartographie des flux métiers

- Analyse des besoins à la lumière de l'évaluation du système d'information actuel.
- Cartographie des processus existants (papier) et points de contact dans les structures de santé (première, deuxième et troisième ligne).
- Identification des gaps et contraintes.

b) Rapport de benchmark international

- Étude comparative des meilleures pratiques et solutions existantes dans d'autres pays.
- Recommandations basées sur standards internationaux (HL7/FHIR, OMS guidelines).

c) Rapport des consultations des parties prenantes

- Synthèse des ateliers et entretiens avec DSSB, directions centrales, sages-femmes, médecins généralistes et spécialistes (pédiatrie, néonatalogie, gynécologie, nutrition, épidémiologie, santé publique).
- Validation des besoins fonctionnels et techniques.

d) Spécifications fonctionnelles et techniques

- User stories pour chaque profil utilisateur.
- Diagrammes de flux pour suivi grossesse, postnatal, croissance infantile.
- Modalités d'intégration avec DMI, EVAX, CCSMIS et back office national.
- Exigences de sécurité, confidentialité et conformité réglementaire.

e) Backlog produit priorisé

- MVP : carnet digital + suivi des consultations prénatales et postnatales.
- Liste des fonctionnalités futures avec critères de priorisation.

f) Cahier des charges technique

- Document détaillé pour le développement de la plateforme.
- Spécifications d'architecture, interopérabilité, performance et sécurité.

g) Feuille de route de scalabilité

- Plan de déploiement progressif (première puis deuxième vers troisième ligne).

-Vision d'interopérabilité complète avec le SI national.

12.	Paielement du LOT 3:
livrable clé	Chronologie indicative % Paiement

Livrable 1 : Rapport d'inception : méthodologie, plan de travail, cartographie des parties prenantes et plan de coordination entre équipes

Chronologie indicative : 1 mois

Livrable 2 : Diagnostic et benchmark international Rapport d'analyse des besoins à la lumière du SI actuel, cartographie des flux métiers, étude comparative des meilleures pratiques et standards internationaux

Chronologie indicative : 1 mois

Livrable 3 : Consultations et spécifications Ateliers et entretiens avec parties prenantes (DSSB, directions centrales, sages-femmes, médecins généralistes et spécialistes), élaboration des user stories, diagrammes de flux, exigences techniques et réglementaires

Chronologie indicative : 2 mois

Paielement Livrables 1+2+3 : 50%

Livrable 4 : Backlog et cahier des charges technique Backlog priorisé (MVP + évolutions), cahier des charges détaillé, intégration avec SI national, exigences de sécurité et interopérabilité

Chronologie indicative : 4 mois

Livrable 4 : Feuille de route de scalabilité Plan de déploiement progressif, vision d'interopérabilité complète avec SI

Chronologie indicative : 4 mois

Paielement des livrables 4 et 5 : 50%

3.Durée du projet:

La durée maximale de réalisation de chaque mission, pour chacun des trois lots (Lot 1, Lot 2 et Lot 3), est fixée à six (6) mois.

12.Composition du dossier de soumission:

Le soumissionnaire est prié de fournir :

Dossier administrative :

- La copie du registre national de l'entreprise RNE et une copie d'immatriculation fiscale de la société
- Attestation de paiement des cotisations CNAM à jour
- Attestation de non-faillite
- Le formulaire de soumission renseigné, signé et cacheté (Page 3,4,5 du LRPS).
- Inscrit à l'UNGM - Sinon, les entreprises sont encouragées à s'inscrire sur le lien suivant vers l'UNGM : <https://www.ungm.org/Account/Registration>

a) Proposition Technique :

Le soumissionnaire doit fournir pour le(s) lot(s) auxquels il souhaite soumettre :

- Une proposition de méthodologie et d'un chronogramme de la mission, ainsi que la présentation de la procédure interne de revue de la qualité des livrables ;
- La composition de l'équipe intervenante avec les CVs de chaque membre de l'équipe,
- Une description détaillée des références similaires (avec les liens vers les plateformes si publics) et les justificatifs de ces références,
- Le mode de gouvernance proposé

b) Proposition Financière :

Le soumissionnaire doit présenter une offre financière détaillée, ventilée par profil et par tâche à réaliser, conformément aux activités et livrables définis dans les TdRs.

L'offre doit inclure :

Lignes par profil :

- #Nom du profil (ex. Chef de projet, Expert fonctionnel, UX Designer, etc.).
- #Taux journalier ou forfaitaire.
- #Nombre de jours estimés pour chaque phase ou activité.

Lignes par tâche / activité :

- #Référence à l'activité correspondante (diagnostic, benchmark, ateliers, spécifications, cahier des charges, roadmap).
- #Durée estimée (en jours/homme).
- #Coût total par tâche

13. Processus de soumission :

Les offres seront soumises à supplytunisia@unicef.org avec en objet du mail, les références de l'appel d'offres.

Toute offre reçue par l'UNICEF après la date limite de soumission sera rejetée.

Pour les fichiers qui dépassent la capacité de l'email, veuillez envoyer votre offre en plusieurs e-mails. Dans le cas contraire, l'UNICEF décline toute responsabilité en cas de perte de vos documents due à l'expiration du lien.

14. Processus et méthode d'évaluation

Les propositions doivent être transmises en deux courriels distincts :

- l'un contenant l'offre technique,
- l'autre contenant l'offre financière.

Ces deux courriels constitueront ensemble le dossier complet de soumission du cabinet.

L'évaluation des propositions s'effectuera séparément pour chacun des trois lots (Lot 1, Lot 2 et Lot 3), conformément aux critères et pondérations définis dans les termes de référence.

L'offre technique comptera pour 80 % de la note totale, et l'offre financière pour 20 %.

Seules les propositions techniques ayant obtenu au moins 70 points sur 100 seront prises en compte pour

l'évaluation financière.

Le contrat pour chaque lot sera attribué au soumissionnaire ayant présenté le meilleur rapport qualité-prix, c'est-à-dire le score cumulé (technique + financier) le plus élevé.

15. Annexes

-Annexe 1 : Termes de référence # Mission de cadrage Extension CCSMIS

-Annexe 2 : Termes de référence # Mission de cadrage Plateforme EHA/Énergie/Bâtiments

-Annexe 3 : Termes de référence # Mission de cadrage Plateforme Santé Infantile et Maternelle (PSIM)

SECTION A : INSTRUCTIONS AUX SOUMISSIONNAIRES

1. PRÉSENTATION ET REMISE DES SOUMISSIONS

1.1 Les soumissions doivent être remises selon les modalités définies plus haut dans le présent dossier d'appel d'offres. Il convient donc de suivre les consignes détaillées fournies à cet égard dans les paragraphes 1.6.

1.2 Le formulaire de soumission doit être signé et joint à la soumission. Il doit être signé par un représentant dûment autorisé de la société soumissionnaire.

1.3 Le numéro de l'appel d'offres ainsi que le numéro du lot concerné (Lot 1, Lot 2 ou Lot 3) doivent être clairement mentionnés sur la soumission.

1.4 Les soumissionnaires sont priés de noter qu'une soumission peut être rejetée pour les motifs suivants :

- a) Erreur dans l'adresse électronique ;
- b) Réception après l'heure et la date de clôture prévues ;
- c) Présentation non conforme à celle définie dans l'appel d'offres.
- d) Envoi d'offres via un lien de stockage en ligne (cloud).

1.5.1 Voir le paragraphe 1.1 ci-dessus concernant l'applicabilité du présent paragraphe.

1.6 Soumissions envoyées par courrier électronique

1.6.1 Voir le paragraphe 1.1 ci-dessus concernant l'applicabilité du présent paragraphe.

1.6.2 Toutes les soumissions par courrier électronique doivent être envoyées à L'UNIQUE ADRESSE ÉLECTRONIQUE PRÉVUE À CET EFFET, qui est celle précisée dans le présent dossier d'appel d'offres. Aucun autre destinataire ne doit figurer en copie ou en copie cachée du courrier électronique contenant la soumission. Toute soumission qui ne respecte pas ces modalités est rejetée.

1.6.3 Toutes les soumissions par courrier électronique doivent être envoyées sous la forme de pièces jointes à ce courrier. Les liens électronique (par exemple vers des documents à télécharger dans des dossiers en nuage) ne sont pas acceptés, sauf si une demande spécifique est formulée à cet effet. Toute soumission sous forme de lien ou à télécharger à partir d'un lien est rejetée.

2. OUVERTURE DES SOUMISSIONS

2.1 Les soumissions reçues avant la date et l'heure limites de clôture ne sont pas ouvertes. L'UNICEF les ouvre au moment annoncé et aucune soumission reçue ultérieurement n'est prise en considération.

2.2 L'UNICEF décline toute responsabilité en cas d'ouverture prématurée d'une soumission qui n'est pas envoyée au bon destinataire et qui ne peut pas être authentifiée.

3. ENREGISTREMENT SUR LE PORTAIL MONDIAL POUR LES FOURNISSEURS DES ORGANISMES DES NATIONS UNIES

3.1 L'UNICEF est intégrée au Portail mondial pour les fournisseurs des organismes des Nations Unies. Tous les soumissionnaires sont encouragés à devenir des fournisseurs de l'UNICEF en créant leur profil sur le site web du Portail (www.ungm.org).

4. AVIS D'ATTRIBUTION

4.1 L'UNICEF se réserve le droit de publier un avis sur l'issue d'un appel d'offres concernant un produit ou un service, l'attributaire et la valeur totale de l'attribution.

5. MODIFICATION DES PROPOSITIONS

- Aucune proposition ne peut être modifiée après la date et l'heure fixées pour la remise des propositions.
- Avant l'ouverture des propositions, les soumissionnaires peuvent modifier ou retirer leur proposition après notification écrite reçue par l'UNICEF.
- L'email de retrait/modification devra indiquer la mention « MODIFICATION » ou « RETRAIT »
- Une négligence de la part du soumissionnaire ne lui confère aucun droit pour le retrait de la proposition après l'ouverture.

- L'UNICEF se réserve le droit d'écarter toute proposition présentant des effacements, ratures, surcharges, mentions complémentaires ou modifications portées principalement sur les textes originaux de l'ensemble des documents de l'appel à proposition.

a) Erreur dans la proposition et correction

Il est attendu que les soumissionnaires examinent soigneusement leurs propositions et toutes les instructions concernant la prestation ou la proposition et de s'assurer que les montants sont corrects.

b) Eclaircissements à apporter aux propositions

La demande d'éclaircissements sur une proposition et la réponse qui lui est apportée seront formulées par email et aucun changement du montant ou du contenu de la soumission n'est recherché, sauf si cela est nécessaire pour confirmer la correction d'erreurs de calcul découvertes par l'UNICEF lors de l'évaluation des soumissions.

c) Droits de l'UNICEF

L'UNICEF se réserve le droit d'accepter ou de rejeter toute proposition, quelle qu'elle soit. L'UNICEF se réserve le droit d'annuler la procédure de l'Appel à Proposition et d'écarter toutes les propositions, à un moment quelconque avant l'attribution des marchés, sans recours de responsabilité quelconque vis-à-vis du ou des soumissionnaires concernés et sans être tenu d'informer le ou les soumissionnaires affectés des raisons de sa décision.

L'UNICEF ne pourra pas être tenu responsable des dépenses que les soumissionnaires auront engagées pour préparer leurs réponses à l'appel à proposition.

d) Propriété de l'UNICEF

Pour cet appel à proposition, les demandes d'informations supplémentaires ainsi que les réponses et les propositions envoyées sont considérées propriété de l'UNICEF. Tout le matériel soumis en réponse à cet appel à proposition. Restera à l'UNICEF.

e) Langue de la proposition : Français

Soumissionner dans toute autre langue que celles indiquées dans l'appel à proposition. Annulera la proposition soumise.

f) La devise proposée est le TND.

Soumissionner dans toute autre devise que celles indiquées dans l'appel à proposition annulera la proposition soumise.

g) Durée de la validité des propositions de prix à compter de la date de soumission : 90 jours après l'ouverture des offres

Dans des circonstances exceptionnelles, l'UNICEF pourra demander au soumissionnaire de proroger la

durée de validité de la proposition de prix au-delà de ce qui est indiqué dans ce document d'appel à proposition. Le soumissionnaire devra alors confirmer par écrit la prorogation sans pour autant apporter des modifications sur la proposition des prix.

4. PROCESSUS ET METHODES D'EVALUATION DES OFFRES

Le processus de sélection se déroulera en deux étapes :

4.1 Evaluation et notation de l'offre technique :

L'évaluation et la notation de l'offre technique se feront en conformité avec les critères énoncés dans les termes de référence propres à chaque lots: Lot1, Lot2, Lot3(Critères d'évaluation).

L'offre technique ne doit contenir aucune information sur les prix des services offerts. Toute information financière retrouvée dans une offre technique entraînera automatiquement son rejet.

Chaque proposition technique et pour chaque LOTS se verra attribuer un score technique sur 100 points suivant la grille de l'évaluation. Pour qu'une proposition technique soit jugée techniquement valable, elle doit obtenir une note minimale 70 points sur 100. Les propositions techniques n'ayant pas obtenu le score minimum ne seront pas considérées pour la suite du processus de sélection.

4.2 Evaluation de l'offre financière :

Seules les offres financières relatives aux offres techniques ayant obtenu une note ≥ 70 points se verront évalué financièrement.

La pondération de la note est 80 % pour l'offre technique et 20 % pour l'offre financière

Les offres financières ouvertes seront analysées pour vérification de leur conformité aux termes de références et aux règles financières de l'UNICEF et ensuite comparées.

4.2.a Détermination de la notation de l'offre financière :

L'offre financière sera notée sur un total de 20 points. Le maximum des points sera attribué à l'offre financière la moins disant et la note financière de chaque offre sera déterminée de la manière suivante : $(\text{Montant Offre financière la plus basse} \times 20) / \text{Montant offre financière considérée}$

4.3 Détermination de la note finale et classement

La note finale de chaque soumissionnaire sera la somme de sa note technique et sa note financière. Un classement sera établi pour chaque lot (Lot 1, Lot 2 et Lot 3), selon la note finale obtenue.

INSTRUCTION TO BIDDERS

1. MARKING AND RETURNING PROPOSALS

1.1 Proposals shall be submitted in the manner specified earlier in this solicitation document. Detailed submission guidance at paragraphs 1.7, 1.8 and/or 1.9 should then be followed accordingly.

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

1.3 Proposals must be clearly marked with the RFP(S) number and the name of the company submitting the Proposal.

1.4 Proposers should note that Proposals received in the following manner will be invalidated:

- 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 RFP(S);
- d) in a different form than prescribed in the RFP(S).

1.5 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this RFP(S), paying particular attention to its schedules/Terms of Reference/Statement of Work and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service/goods need.

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

1.6 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the schedules/Terms of Reference/Statement of Work for this RFP(S).

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.7.2 The Proposal must be sent for the attention of unit/team and address as specified in this RFP/RFPS. Proposals not sent in this manner will be disqualified.

1.7.3 They must be clearly marked as follows:

* Outer sealed envelope:

Name of company
[RFP(S) NO.]
[NAME OF UNIT & UNICEF OFFICE ADDRESS]

* Inner sealed envelope - Technical Proposal (1 original and 2 copies): Name of company, RFP(S) number - technical proposal

* Inner sealed envelope - Price Proposal (1 original and 2 copies): Name of company, RFP(S) number - price proposal

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

1.7.4 In case of any discrepancy between an original and a copy, the original will prevail.

1.7.5 Any delays encountered in the mail delivery will be at the risk of the Proposer.

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.8.2 Faxed Proposals must be returned to the ONLY ACCEPTABLE FAX NUMBER for Proposals as specified in this RFP(S) Document. Proposers should note that Proposals received at any other fax number will be invalidated.

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.9.2 All e-mailed Proposals must be submitted to the ONLY ACCEPTABLE E-MAIL ADDRESS as specified in this solicitation document. No other recipient should be "Cc" or "Bcc" in the e-mail submission. Proposals not sent in this manner will be disqualified.

1.9.3 All Proposals submitted by e-mail must be submitted as email attachments. The Technical Proposal and Price Proposal must be sent as separate attachments and clearly indicated as such in the file name (e.g. Company ABC Technical Proposal, Company ABC Price Proposal). Email links (e.g. to documents to be downloaded from cloud based folders) are not acceptable unless otherwise specifically requested. Proposals submitted as a link or through a link will be invalidated.

2. OPENING OF PROPOSALS

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

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

2.3 In cases when a Public Opening is held, the invited proposers, or their authorized representative, may attend the public Proposal opening at the time, date and location specified in the RFP(S) documents.

3. UNGM REGISTRATION

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

4. AWARD NOTIFICATION

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

ANNEX A

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Goods)

Definitions and UNICEF Supply Website

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

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

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

"Consignee" means the consignee designated in the Contract.

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

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

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

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

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

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

"Price" is defined in Article 3.1.

"Supplier" is the supplier named in the Contract.

"UNICEF Supply Website" means UNICEF's public access webpage available at http://www.unicef.org/supply/index_procurement_policies.html, as may be updated from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combatting Fraud and Corruption, UNICEF's Policy on Safeguarding (as updated from time to time), 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 or the Consignee (if different to UNICEF) to take delivery of the Goods in accordance with the requirements of the Contract. The Supplier will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Supplier) in connection with the supply and delivery of the Goods.

2.2 The Supplier will use its best efforts to accommodate reasonable requests for changes (if any) to the requirements for the Goods (such as packaging, packing and labeling requirements), shipping instructions or delivery date of the Goods set out in the Contract. If UNICEF requests any material change to the requirements for the Goods, shipping instructions or delivery date, UNICEF and the Supplier will negotiate any necessary changes to the Contract, including as to Price and the time schedule. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Supplier. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

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

Inspection

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

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

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

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

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

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

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

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

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

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

Risk of Loss; Title to Goods

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

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

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3. Price; Invoicing; Tax Exemption; Payment Terms

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

3.2 The Supplier will issue invoices to UNICEF only after the Supplier has fulfilled the delivery terms of the Contract. The Supplier will issue (a) one (1) invoice in respect of the payment being sought, in the currency specified in the Contract and in English, indicating the Contract identification number listed on the front page of the Contract; and (b) copies of the shipping documents and other supporting documents as specified in the Contract.

3.3 The Supplier authorizes UNICEF to deduct from the Supplier's invoices any amount representing direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for UNICEF's official use, in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the Supplier will immediately consult with UNICEF to determine a mutually acceptable procedure. The Supplier will provide full cooperation to UNICEF with regard to securing UNICEF's exemption from, or refund of amounts paid as, value-added taxes or taxes of a similar nature.

3.4 UNICEF will notify the Supplier of any dispute or discrepancy in the content or form of any invoice. With respect to disputes regarding only a portion of such invoice, UNICEF will pay the Supplier the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Supplier will consult in good faith to promptly resolve any dispute with respect to any invoice. Upon resolution of such dispute, any amounts that have not been charged in accordance with the Contract will be deducted from the invoice(s) in which they appear and UNICEF will pay any agreed remaining items in the invoice(s) in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

3.5 UNICEF will pay the uncontested amount of the Supplier's invoice within thirty (30) days of receiving both the invoice and the shipping documents and other supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Supplier will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments withheld by UNICEF in connection with a dispute. Payment will not relieve the Supplier of its obligations under the Contract. Payment will not be deemed acceptance of the Goods or waiver of any rights with regard to the Goods.

3.6 Each invoice will confirm the Supplier's bank account details provided to UNICEF as part of the Supplier's registration process with UNICEF. All payments due to the Supplier under the Contract will be made by electronic funds transfer to that bank account. It is the Supplier's responsibility to ensure that the bank details supplied by it to UNICEF are up-to-date and accurate and notify UNICEF in writing by an authorized representative of the Supplier of any changes in bank details together with supporting documentation satisfactory to UNICEF.

3.7 The Supplier acknowledges and agrees that UNICEF may withhold payment in respect of any invoice if, in UNICEF's opinion, the Supplier has not performed in accordance with the terms and conditions of the Contract, or if the Supplier has not provided sufficient documentation in support of the invoice.

3.8 UNICEF will have the right to set off against any amount or amounts due and payable by UNICEF to the Supplier under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNICEF to the Supplier) owing by the Supplier to UNICEF under the Contract or under any other contract or agreement between the Parties. UNICEF will not be required to give the Supplier prior notice before exercising this right of set-off (such notice being waived by the Supplier). UNICEF will promptly notify the Supplier after it has exercised such right of set-off, explaining the reasons for such set-off, provided however that the failure to give such notification will not affect the validity of such set-off.

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or by other authorised agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Supplier of amounts such audit or audits determine were not in accordance with the Contract regardless of the reasons for such payments (including but not limited to the actions or inactions of

UNICEF staff and other personnel).

4. Representations and Warranties; Indemnification; Insurance

Representations and Warranties

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

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

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

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

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

Indemnification

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

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

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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 Subject to Article 5.3, the Supplier may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior authorization of UNICEF; nor will the Supplier at any time use such information to private advantage.

End of Contract

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

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

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

6. Termination; Force Majeure

Termination by Either Party for Material Breach

6.1 If one Party is in material breach of any of its obligations under the Contract, the other Party can give it written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days' period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitral proceedings in accordance with Article 9 (Privileges and Immunities; Settlement of Disputes) below will not be grounds for termination of the Contract.

Additional Termination Rights of UNICEF

6.2 In addition to the termination rights under Article 6.1 above, UNICEF can terminate the Contract with immediate effect upon delivery of a written notice of termination, without any liability for termination charges or any other liability of any kind:

(a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or

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- (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).

7.6 The Supplier further represents and warrants that neither it nor any of its Affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

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

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

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

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

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

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

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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 arbitral proceedings will be conducted in English. 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 United States Federal Reserve Bank of New York's Secured Overnight Financing Rate (SOFR) then prevailing and any such interest will be simple interest only. In light of the privileges and immunities of UNICEF, references in the UNCITRAL Arbitration Rules to the place of arbitration shall connote only the actual location for the arbitral proceedings but shall not mean the "seat" or "juridical seat" or "juridical place" for such proceedings. 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 Safeguarding (as updated from time to time). The Supplier will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Supplier will further cooperate with UNICEF's implementation of this policy.

(d) The Supplier will be fully responsible and liable for all services performed by its Personnel and sub-contractors and for their compliance with the terms and conditions of the Contract. The Supplier's Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of UNICEF.

(e) Without limiting any other provisions of the Contract, the Supplier will be fully responsible and liable for, and UNICEF will not be liable for (i) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (ii) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (iii) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (iv) the safety and security of the Contractor's Personnel and sub-contractors' personnel; or (v) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel and sub-contractors' personnel, it being understood that UNICEF will have no liability or responsibility with regard to any of the events referred to in this Article 11.4(e).

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.