

# **REQUEST FOR PROPOSAL - RFP-DAN-2023-503604**

## **UNITED NATIONS CHILDREN'S FUND (UNICEF) and the PAN AMERICAN HEALTH ORGANIZATION (PAHO)**

Wishes to invite you to submit a proposal for

### **THE SUPPLY OF PAEDIATRIC AND ADOLESCENT CANCER MEDICINES**

#### **IMPORTANT INFORMATION**

- 1) Submit the proposal to this email address ONLY: [supplybid@unicef.org](mailto:supplybid@unicef.org)
- 2) Proposals sent to any other email will be invalidated
- 3) No other recipient should be "cc" or "bcc" in the email submission
- 4) Do NOT send any other correspondence and general queries to this email
- 5) Include the tender number **RFP-DAN-2023- 503604** in the subject line of the e-mail
- 6) Submit attachments in Excel/Word and signed and stamped PDF formats ONLY.  
Attachments should be maximum ten (10) megabytes per email.

Proposals must be received by latest **23:59 pm (Copenhagen time) on 22 August 2023** and will be opened (not publicly) on **24 August 2023**.

**IMPORTANT:** Proposals will be invalidated if received after the stipulated date and time or if sent to a different email address or by fax, even if received before the stipulated deadline.

Requests for any additional information should be directed in writing to:  
Ilona Schioler ([ischioler@unicef.org](mailto:ischioler@unicef.org)) with copy to Zaineb Rashan ([zrashan@unicef.org](mailto:zrashan@unicef.org))

Prepared by: Zaineb Rashan

**Zaineb Rashan**  
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Division

Approved by: Cynthia Kamtengeri

**Cynthia Kamtengeri**  
OIC for Medicines and Nutrition Center, UNICEF Supply Division

## 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. **RFP-DAN-2023-503604** set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document

Validity of Proposal: \_\_\_\_\_

Currency of Proposal: \_\_\_\_\_

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

10 Days 3.0% \_\_\_\_\_ 15 Days 2.5% \_\_\_\_\_ 20 Days 2.0% \_\_\_\_\_ 30 Days Net \_\_\_\_\_

Other Trade Discounts \_\_\_\_\_

## DECLARATION

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

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

<sup>1</sup>“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.

**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: \_\_\_\_\_

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## SPECIFIC TERMS AND CONDITIONS

### PART I PURPOSE AND BACKGROUND OF THIS REQUEST FOR PROPOSAL

#### 1. BACKGROUND

- 1.1. This Request for Proposals (RFP) focuses on making access to affordable and quality cancer medicines as one of the areas to support countries to accelerate progress towards attaining the United Nations 2030 Agenda for Sustainable Development Goals (SDGs). In particular, it supports the health-related SDG targets of achieving Universal Health Care (target 3.8) and reducing under 5 mortality (target 3.2) and premature mortality from NCDs (target 3.4).
- 1.2. The Global Initiative for Childhood Cancer (GICC) was launched by World Health Organization (WHO) in 2018, to provide leadership and technical assistance to governments and support them to build and sustain high-quality childhood cancer programmes with the aim of achieving at least 60% survival rate for all children with cancer by 2030 and save an additional one million lives over the next decade.
- 1.3. UNICEF and the Pan American Health Organization (PAHO) in collaboration with other stakeholders, from around the world and across sectors aim to contribute to the GICC by increasing access of medicines and thus increasing the survival rate of children with cancer globally to at least 60% by 2030 while reducing their suffering and improving their quality of life.
- 1.4. WHO and St. Jude Children's Research Hospital have established a platform that aims at dramatically increasing access to approximately 120,000 children in 50 countries around the world between 2023 and 2027. The Global Platform for Access to Childhood Cancer Medicines (GPACCM), the first of its kind, aims at providing an uninterrupted supply of quality-assured childhood cancer medicines to countries. The first 6 countries to start in the pilot phase in 2023 are listed in the table below. An Additional six countries are planned to join the initiative in the second year of the pilot phase.

Region	Country	Estimated # of children with cancer per year
African (AFRO)	Zambia	150-200
Americas (AMR/PAHO)	Ecuador	800-1000
Eastern Mediterranean (EMR)	Jordan	250-500
European (EUR)	Uzbekistan	900-1000
South-east Asia (SEAR)	Nepal	200-400
Western Pacific (WPR)	Mongolia	150-200

- 1.5. By launching this joint tender, UNICEF and PAHO aim to increase availability of quality, affordable and safe paediatric cancer medicines that are included in the WHO Essential Medicines List and can be used to treat commonly occurring paediatric cancer conditions.
- 1.6. UNICEF and PAHO intend to support the Global Platform for Access to Childhood Cancer Medicines (GPACCM) through this joint tender.
- 1.7. UNICEF and PAHO have been procuring various cancer medicines on an ad-hoc basis since 2017.



- 1.8. UNICEF and PAHO have a strong interest in ensuring that there is development of paediatric specific formulations of cancer treatments that can also be used in resource limited settings and strongly encourage the development of age-appropriate paediatric formulations. In this regard, UNICEF and PAHO are paying attention to availability of new, paediatric, and adolescent formulations which will improve treatment adherence and have better treatment results.

## **2. PURPOSE**

- 2.1 This solicitation process which is jointly led by UNICEF and PAHO aims to establish Long-term arrangements for goods (LTA-G) for the supply of cancer medicines for the treatment of cancer in children and adolescents.
- 2.2 UNICEF and PAHO are co-leading procurement agencies for the paediatric cancer medicines, with PAHO mainly responsible for supporting procurement of paediatric cancer medicines using donor or self-financing for countries in Latin America and the Caribbean and UNICEF supporting procurement for all other countries.
- 2.3 UNICEF will, for this joint tender, administratively manage the tender process. As such, UNICEF will receive Proposals on behalf of UNICEF and PAHO, and for the purpose of tender evaluation, all documents, bids, and/or information provided to UNICEF under this RFP will be shared equally with PAHO.
- 2.4 UNICEF and PAHO will each establish their own LTAs to cover a period of 12 months, with the possibility of extension for an additional period of another 12 months on mutual agreement.
- 2.5 Sustainable financing of quality medicines is at the forefront of the essential medicines access agenda given the low resource levels in many developing countries. It is therefore desirable that all bidders respond to this RFP in the spirit of the very urgent and challenging need for the lowest possible price for quality medicines.
- 2.6 To facilitate the logistics of ensuring access to paediatric cancer medicines to countries where they are needed most in a timely manner and without interruption, the proposals should consider how best to deliver the supplies to the countries, taking into consideration factors such as regulatory approvals required in the recipient countries before a product can be delivered.
- 2.7 This RFP encourages bidders to offer packaging, and delivery mechanisms, that support the delivery of medicines requiring special temperatures including cold chain during transportation, storage and distribution and to provide methods to enable tracking and tracing of the products along the entire supply chain such as data loggers.
- 2.8 UNICEF and PAHO may require identification and pre-positioning of buffer stocks at appropriate locations, such as the manufacturing premises, for immediate dispatch.

### 3. STATEMENT OF QUALITY

- 3.1 UNICEF and PAHO put great emphasis on the quality of the pharmaceutical products that they procure. As a policy, both UNICEF and PAHO are against substandard, spurious, falsely labelled, and counterfeit pharmaceutical products as these compromise health care delivery in countries.
- 3.2 UNICEF and PAHO participate in the WHO Prequalification Programme. Under the auspices of this programme, WHO is mandated to pre-qualify Active Pharmaceutical Ingredients (APIs) and Finished Pharmaceutical Products (FPPs) for priority diseases by performing Good Manufacturing Practices (GMP) inspections and by evaluating product dossiers submitted to them by suppliers for the efficacy, safety, and quality of their products including specifications and stability.
- 3.3 UNICEF and PAHO recognize the WHO prequalification of pharmaceuticals and the scientific evaluation of pharmaceuticals by stringent regulatory authorities (SRAs), which apply stringent standards for quality, safety and efficacy, equivalent to those recommended by WHO. The SRA evaluated pharmaceuticals should have marketing authorization in the country of the SRA. SRA approval “for export only” is not equivalent to marketing authorization. Stringent Regulatory Authority (SRA) is a regulatory authority which is:
- A member of the International Council for Harmonization of Technical Requirements for Pharmaceuticals for Human Use (ICH), being the European Commission, the US Food and Drug Administration and the Ministry of Health, Labour and Welfare of Japan also represented by the Pharmaceuticals and Medical Devices Agency (as before 23 October 2015), **or**
  - An ICH observer, being the European Free Trade Association, as represented by Swissmedic, and Health Canada (as before 23 October 2015), **or**
  - A regulatory authority associated with an ICH member through a legally-binding, mutual recognition agreement, including Australia, Iceland, Liechtenstein, and Norway (as before 23 October 2015).
- 3.4 UNICEF and PAHO also recognize scientific opinions issued by regulatory authorities such as European Medicine Agency (EMA), Swissmedic, Health Canada on high priority human medicines intended for markets outside their jurisdiction.
- 3.5 If WHO Prequalified and/or SRA recommended products are or become insufficient to meet the public health needs, UNICEF and PAHO may, as an exceptional measure, consider applying the following:

PAHO recognizes products that have been approved by any of the Regional Reference National Regulatory Authorities for medicines, see the link:  
[https://www3.paho.org/hq/index.php?option=com\\_content&view=article&id=1615:2009-sistema-evaluacion-autoridades-reguladoras-nacionales-medicamentos&Itemid=0&lang=en#gsc.tab=0;](https://www3.paho.org/hq/index.php?option=com_content&view=article&id=1615:2009-sistema-evaluacion-autoridades-reguladoras-nacionales-medicamentos&Itemid=0&lang=en#gsc.tab=0;)

UNICEF recognizes the assessment results of the WHO Expert Review Panel (ERP), see the link <https://extranet.who.int/pqweb/medicines/expert-review-panel>

#### 4. SUSTAINABILITY CONSIDERATIONS

- 4.1 UNICEF and PAHO are committed to making a measurable contribution to the achievement of the Sustainable Development Goals through sustainable procurement. To contribute towards sustainable procurement, proposers are also encouraged to implement methods in the supply and manufacture of pharmaceuticals that promote sustainability by adopting procedures that integrate requirements, specifications, and criteria compatible and in favour of protection of the environment, of social progress and in support of economic development by seeking resource efficiency, improving the quality of products, and ultimately optimizing costs.
- 4.2 UNICEF and PAHO encourage industries and suppliers to contribute towards the achievement of the sustainable development goals through sustainable procurement.
- 4.3 Proposers are encouraged to incorporate requirements, specifications and criteria that are compatible and in favour of the protection of the environment, of social progress and in support of economic development, namely by seeking resource efficiency, improving the quality of products and services, and ultimately optimizing costs.
- 4.4 As part of this tender, manufacturers/suppliers will be expected to inform UNICEF of their current sustainability initiatives and are therefore required to fill **Annex F UNICEF Information about Environmental Sustainability**.

#### 5. SOLICITATION; LONG TERM ARRANGEMENT

##### 5.1 Type of Contract:

- 5.1.1 UNICEF and PAHO wish to enter into (a) non-exclusive, time-bound Long-Term Arrangement(s) for Goods ("LTA-G") for the procurement, as required from time to time during the term of the LTA-G(s), of the items with the specifications outlined in the schedule contained in this solicitation document and referred to as **Annex C – Product List to be procured**; and where UNICEF and PAHO will each establish their own LTA-G(s).
- 5.1.2 It will be a provision of such Arrangement(s), that UNICEF and /PAHO will not be committed to purchase any minimum quantity of these products. UNICEF and PAHO shall not be liable for any cost in the event that no purchases are made under any resulting LTA-G(s).
- 5.1.3 Purchases will be made against Purchase Orders to be issued by UNICEF and PAHO in accordance with the terms and conditions of any resulting LTA-G(s). Actual quantities to be purchased will vary from Purchase Order to Purchase Order.

##### 5.2 Solicitation Document and Its Annexes:

This Solicitation Document **RFP-DAN-2023-503604** is comprised of the following:

5.2.1 **The Bid Declaration Form**, pages 3-5 of this Solicitation Document - (mandatory for commercial submission).

5.2.2 **Commercial documents**

- Annex A UNICEF General Terms and Conditions of Contract (Goods)
- Annex B PAHO General Terms and Conditions of Contract (Goods)
- Annex C Product list to be procured
- Annex D Commercial Offer Template (mandatory for commercial submission)
- Annex E Commercial Logistics Information Template: (***This form shall be required at a later stage only from proposers being considered for award of the LTA-G(s)***)
- Annex F Information about environmental sustainability (mandatory for commercial submission)
- Annex G UNICEF Long-term Arrangement (LTA) Contractual Provisions for Goods
- Annex H UNICEF Purchase Order Template
- Annex I PAHO Notification Template
- Annex J PAHO Purchase Order Template

5.2.3 **Technical documents**

**Requirements and instructions for technical offers:**

- Annex 1 UNICEF Technical requirements for pharmaceuticals products
- Annex 2 Instructions for technical proposals and offers
- Annex 3 Instructions for uploading Technical Documents to SharePoint

5.2.4 **Technical Questionnaires and Forms**

- Annex 2a UNICEF Technical Questionnaire for pharmaceutical manufacturers,
- Annex 2b UNICEF Technical Questionnaire for pharmaceutical wholesalers,
- Annex 2c Interagency finished pharmaceutical product questionnaire (Automated form),
- Annex 2d IAFPPQ Commitment and authorization - Section 5,
- Annex 2e UNICEF API Declaration form to be filled by FPP manufacturer,
- Annex 2f UNICEF Technical offer form (for SRA/WHO PQ products),
- Annex 2g UNICEF Technical commitment declaration form (for SRA/WHO Products),
- Annex 2h Interagency finished pharmaceutical product questionnaire for BTPs and SBPs (for biologicals and biosimilars),
- Annex 2i Letter of authorization permitting UNICEF and PAHO to access information submitted to the tender

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

## 6. TERM

- 6.1 UNICEF and PAHO will each establish their own LTAs-G to cover a period of twelve (12) months, with the possibility of extension for an additional period of another twelve (12) months on mutual agreement.

## PART II - PROPOSAL SUBMISSION PROCESS

## 7. PROPOSAL SUBMISSION PROCEDURES

### 7.1 UNGM Registration:

UNICEF is part of the United Nations Global Marketplace (UNGM). Accordingly, all proposers intending to become a UNICEF and PAHO vendor are required to create a vendor profile and submit their national incorporation license/certificate at the Level 1 stage of vendor registration process in the UNGM website: [www.ungm.org](http://www.ungm.org). Please note that UNGM registration, including provision of national incorporation license/certificate, should be submitted as soon as possible and is a mandatory requirement for any eventual award.

### 7.2 Acknowledgement of receipt of Solicitation Document:

Proposers shall acknowledge receipt of this solicitation document as soon as possible by sending an e-mail to **Iлона Schioler ([ischioler@unicef.org](mailto:ischioler@unicef.org)) with copy to Zaineb Rashan ([zrashan@unicef.org](mailto:zrashan@unicef.org))** stating that they have received this Solicitation Document.

***IMPORTANT NOTE:*** PROPOSALS **ARE NOT** TO BE SENT TO THE INDIVIDUALS STATED ABOVE - ANY PROPOSALS SENT TO THE ABOVE-NAMED INDIVIDUALS **WILL BE DISQUALIFIED.**

### 7.3 Questions from Proposers:

- Questions regarding this tender should be raised before ***14<sup>th</sup> August 2023 i.e., at least 7 days prior to proposal closing date.***
- The questions relating to this tender should be sent through email to:  
**Iлона Schioler ([ischioler@unicef.org](mailto:ischioler@unicef.org)) with copy to Zaineb Rashan ([zrashan@unicef.org](mailto:zrashan@unicef.org))**

***IMPORTANT NOTE:*** PROPOSALS **ARE NOT** TO BE SENT TO THE INDIVIDUALS STATED ABOVE - ANY PROPOSAL SENT TO THE ABOVE-NAMED INDIVIDUALS **WILL BE DISQUALIFIED.**

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

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

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

#### 7.4 Commercial and Technical Proposals Submission Method:

##### 7.4.1 The Commercial Proposals constituting of:

- The Bid Declaration Form: (pages 3-5 of the Solicitation document)
- Annex D Commercial Offer Template
- Annex F: Information about environmental sustainability

shall be strictly submitted to the following e-mail address: [supplybid@unicef.org](mailto:supplybid@unicef.org)

Please note that your Commercial Proposal will be invalidated and will NOT be considered if submission is made to any other e-mail address stated in this Solicitation Document.

Please ensure that the “*e-mail subject box*” makes clear reference to the Bid Number and Subject, i.e., “**RFP-DAN-2023-503604 –for Supply of Paediatric and Adolescent Cancer Medicines**”.

Once the **Commercial Proposal** is submitted for the product(s), Proposers may proceed to request for creation of a folder in the SharePoint library for submission of the **Technical Proposal**. Please refer to **11.8 under Section 11. Preparation of Offer**.

A SharePoint folder will be created for each Technical Proposal and the link will be provided to the Proposer. For creation of the SharePoint site, please send an email, as soon as the commercial proposal is submitted, to [rshonhiwa@unicef.org](mailto:rshonhiwa@unicef.org) with full name and address of the proposer, INN descriptions of products of interest and the respective manufacturing site details of the products of interest. All technical documents for the Technical Proposal **must be** uploaded to the SharePoint site. (*Please refer to Annex 3 - Instructions for uploading Technical Documents to SharePoint*).

#### 7.5 Amendments to Solicitation Document:

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

#### 7.6 Bid conference:

A bid conference is planned to take place 14 – 18 days after the launch of the tender. Invitees will receive adequate advance notice via email and through UNGM.

#### 7.7 Samples:

UNICEF and PAHO reserve the right to request commercial Finished Pharmaceutical Product samples during the tender process for assessment. Proposers will be contacted if and when such samples are required. If requested, samples are to be sent to :

UNICEF SUPPLY DIVISION  
Medicines and Nutrition Center  
OCEANVEJ 10-12, 2150 NORDHAVN

Denmark

Attn: Rennie Shonhiwa-Chikwanha  
Room P1.10  
Email: [rshonhiwa@unicef.org](mailto:rshonhiwa@unicef.org)

The deadline for submission of samples will be indicated at the time of request.

#### **7.8 Submission Deadline for Commercial and Technical Proposal:**

The deadline for submission of Commercial and Technical Proposals shall be no later than ***22<sup>nd</sup> August 2023 at 23:59 hours Copenhagen time.***

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

#### **7.9 Proposal Opening:**

There will be no public opening of Proposals received.

### **8. LANGUAGE**

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

### **9. VALIDITY OF PROPOSALS; MODIFICATION AND CLARIFICATIONS; WITHDRAWAL**

#### **9.1. Validity Period:**

Proposers must indicate the validity period of their Proposal. Proposals should be valid for a period of ***not less than three hundred and sixty-five (365) days*** after the Submission Deadline. A Proposal valid for a shorter period of time shall not be further considered. UNICEF may request the Proposer to extend the validity period. The Proposal of Proposers who decline to extend the validity of their Proposal shall become disqualified as no longer valid.

#### **9.2. Other Changes:**

All changes to a Proposal must be received by UNICEF prior to the Submission Deadline. The Proposer must clearly indicate that the revised Proposal is a modification and supersedes the earlier version of their Proposal or state the changes from the original Proposal.

### 9.3. **Withdrawal of Proposal:**

A Proposal may be withdrawn by the Proposer through e-mail, fax or written request received by UNICEF from the Proposer prior to Submission Deadline. Negligence on the part of the Proposer confers no right for the withdrawal of the Proposal after it has been opened.

### 9.4. **Clarifications Requested by UNICEF and PAHO:**

During the evaluation of Proposals, UNICEF and PAHO may, in their sole discretion, seek clarifications from any Proposer in order for UNICEF or PAHO to fully understand the Proposer's Proposal and assist in the examination, evaluation and comparison of Proposals. UNICEF and PAHO may seek such clarifications through written communications or may request an interview with any Proposer. During this clarification process, no change in the price or substance of the Proposal will be sought, offered or permitted, except as required in order to allow for correction of arithmetical errors discovered by UNICEF and PAHO.

### 9.5. **References:**

UNICEF and PAHO reserves the right to contact any or all references supplied by the Proposer(s) and to seek references from other sources as UNICEF and PAHO deem appropriate.

## 10. **ELIGIBILITY; PROPOSER INFORMATION**

### 10.1 **Proposer:**

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

### 10.2 **Joint Venture, Consortium or Association:**

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

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



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

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

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

### 10.3 Proposals from Government Organizations:

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

## 11. PREPARATION OF OFFER

11.1 Proposers are responsible to inform themselves in preparing their Proposal. In this regard, the Proposers will ensure that they:

- Examine all terms, requirements and formal submission instructions (e.g., regarding form and timing of submission, marking of envelopes, (**no price information in the technical proposal** etc.) included in the Solicitation Document (including the Instruction to Proposers section).
- Attend any bid conference if it is organized under this Solicitation Document.
- Fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods.
- Review the Solicitation Document to ensure that they have a complete copy of all documents.
- Review the standard UNICEF Long Term Agreement Contractual Provisions, General Terms and Conditions of Contract (Goods) for the supply of goods and Packaging and Labelling Instructions publicly available on the UNICEF Supply website:
  - [UNICEF Long-term agreement \(LTA\) contractual provisions for Goods](#)
  - [UNICEF General terms and conditions of contract for goods](#)
  - [UNICEF Packaging and Labelling Instructions](#)
- Are required to include in their proposal any packaging, and delivery mechanisms that support the delivery of products requiring special temperature conditions including for cold chain, such as data loggers, during transportation storage and distribution, and where possible, provide as well, methods to enable tracking and tracing of the products along the entire supply chain.
- Review the UNICEF policies publicly available on the UNICEF Supply website: <https://www.unicef.org/supply/resources/procurement-policies>. In particular, Proposers should familiarize themselves with the obligations imposed on suppliers and their personnel and sub-contractors under the UNICEF Policy Prohibiting and Combatting Fraud and Corruption and the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children.

- Familiarize themselves with Sustainable Procurement within UNICEF and the wider United Nations. More information on sustainable procurement is available from the below links:
  - [https://www.ungm.org/Shared/KnowledgeCenter/Pages/PT\\_SUST](https://www.ungm.org/Shared/KnowledgeCenter/Pages/PT_SUST)
  - <https://www.unicef.org/supply/implementing-sustainable-procurement>
  - Review the standard PAHO General Terms and Conditions of Contract (Goods) (**Annex B**).
  - Review the standard PAHO Notification Template (**Annex I**).
  - Review the standard PAHO Purchase Order Template (**Annex J**).
- 11.2 Proposers acknowledge that UNICEF and PAHO, their directors, employees and agents make no representations or warranties (express or implied) as to the accuracy or completeness of this Solicitation Document or any other information provided to the Proposers.
- 11.3 Failure to meet all requirements and instructions in the Solicitation Document or to provide all requested information will be at the Proposer's own risk and may result in rejection of the Proposer's Proposal.
- 11.4 The Proposal must be organized to follow the format of this Solicitation. Each Proposer must respond to the stated requests or requirements and indicate that the Proposer understands and confirms acceptance of UNICEF's and PAHO's stated requirements. The Proposer should identify any substantive assumption made in preparing its offer. The deferral of a response to a question or issue to any contract negotiation stage (if any) is not acceptable. Any item not specifically addressed in the Proposal will be deemed as accepted by the Proposer. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will affect the evaluation of the Proposal.
- 11.5 The Bid **Declaration** Form must be **signed by a duly authorized** representative of the Organization/Company.
- 11.6 Proposals must be clearly marked with the **Solicitation Document number**.
- 11.7 **Commercial Proposal:** The commercial Proposal should be prepared in accordance with the specifications outlined in **Annex C: (Product List to be procured)**. It is important to note that UNICEF and PAHO actively welcome innovative proposals and solutions to the stated need.

**Commercial Proposal must include ALL the documents listed below:**

- The completed/signed ***Bid Declaration Form*** (pages 3-5 of RFP-DAN-2023-503604) in .pdf format.
- The completed ***Annex D, Commercial Offer Template*** in xls format and signed .pdf format.
- The completed ***Annex F, Information about environmental sustainability*** in .docx and signed .pdf format.

NOTE 1: All .pdf forms must be signed by a duly authorized representative of the organization/company.

NOTE 2: In case of discrepancy between .pdf and .xls version of Annex D, the .pdf version will prevail.

- 11.8 **Technical Proposal:** The Technical Proposal should address the criteria and requirements outlined in this Solicitation Document, paying particular attention to the specifications outlined in **Annex C: Products List to be procured**. UNICEF and PAHO actively welcome innovative proposals and original solutions to the stated need. It is important to note that your technical proposal shall correspond to commercial proposal in all aspects.

*Process Instructions for Technical Proposal*

*Annex 2 - Instructions for technical proposals and offers.*

*Annex 3 - Instructions for uploading Technical Documents to SharePoint.*

NOTE: To request for creation of a folder in the SharePoint library, please send an email to Rennie Shonhiwa-Chikwanha ([rshonhiwa@unicef.org](mailto:rshonhiwa@unicef.org)) with the following information:

- Full name and address of Proposer
- INN description of products offered
- Contact person(s) in the company to access the SharePoint library
- Manufacturing site information for each product offered

**NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.**

**Proposers must NOT upload any commercial offer or commercial information to the SharePoint library. If this happens, the offer will be INVALIDATED.**

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

## **12. PROPOSAL DOCUMENTS; CONFIDENTIALITY**

- 12.1 This Solicitation Document, together with all Proposal documents provided by the Proposer to UNICEF will be considered the property of UNICEF and will not be returned to the Proposers.
- 12.2 Information contained in the Proposal documents, which the Proposer considers to be its confidential information, should be clearly marked "confidential", next to the relevant part of the text, and UNICEF will treat such information accordingly.
- 12.3 All information and documents provided to the Proposers by UNICEF ("Solicitation Document Materials") shall be treated as confidential by the Proposers. If the Proposer declines to respond to this Solicitation Document, or, if the Proposal is rejected or unsuccessful, the Proposer will promptly return all such Solicitation Document Materials to UNICEF or destroy or delete all such Solicitation Document Materials. The Proposer shall not use the Solicitation Document Materials for any purpose other than the purpose of preparing a Proposal and shall not disclose the Solicitation Document Materials to any third party, except:

- (a) with the prior written consent of UNICEF;
- (b) where the third party is assisting the Proposer in preparing the Proposal, provided the Proposer has previously ensured that party's adherence to this duty of confidentiality;
- (c) if the relevant Solicitation Document Materials are at the time of this Solicitation Document lawfully in the possession of the Proposer through a party other than UNICEF;
- (d) if required by law, and provided that the Proposer has previously informed UNICEF in writing of its obligation to disclose the Solicitation Document Materials; or
- (e) if the Solicitation Document Materials are generally and publicly available other than as a result of breach of confidence by the person receiving the Solicitation Document Materials.

### **13. MULTIPLE PROPOSALS AND PROPOSALS FROM RELATED ORGANIZATIONS**

- 13.1 Proposers shall not submit more than one Proposal as part of this solicitation process.
- 13.2 If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal then neither the lead entity nor the member entities of the joint venture may submit another Proposal, either in its own capacity or as a lead entity or a member entity for another joint venture submitting another Proposal.
- 13.3 UNICEF reserves the right to reject separate Proposals submitted by two or more Proposers if the Proposers are related organizations and are found to have any of the following:
  - (a) they have at least one controlling partner, director or shareholder in common; or
  - (b) any one of them receive or have received any direct or indirect subsidy from the other(s); or
  - (c) they have a relationship with each other, that gives one or more Proposers access to confidential information about, or influence over, the other Proposal(s); or
  - (d) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
  - (e) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this solicitation process.

## **PART III – PRODUCTS TO BE PROCURED**

### **14. PRODUCT LIST**

- 14.1 For purposes of this solicitation process, UNICEF and PAHO request proposals for products as per the specifications outlined in *Annex C – Product List to be procured* and in accordance with UNICEF Technical requirements for Pharmaceuticals.

- 14.2 Proposers are requested to submit proposals for the supply of safe and efficacious products of acceptable quality as per ***Annex C - Product List to be procured***, at competitive prices, and that are appropriate for use and distribution to countries buying through UNICEF and PAHO.
- 14.3 This Solicitation encourages Proposers to propose innovative dosage forms, innovative drug delivery mechanisms and packaging that support initiation of and adherence to cancer treatment and the proper transport, storage, distribution, and patient use of the cancer medicines.
- 14.4 UNICEF and PAHO may require identification and pre-positioning of buffer stocks at appropriate locations, available for immediate dispatch, such as at the manufacturing premises.

## PART IV – AWARD/ADJUDICATION OF PROPOSALS

### 15. AWARD

#### 15.1 Evaluation

The evaluation is carried out by UNICEF and PAHO in accordance with UNICEF and PAHO regulations, rules and practices and all determinations are made in UNICEF and PAHO's discretion. After opening the Proposals, UNICEF and PAHO will carry out the following steps in the following order:

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

Second, UNICEF and PAHO will evaluate each Proposal to determine whether the products offered are acceptable commercially and technically and are of the required quality. Proposals will be evaluated based on the INCOTERM(s) stated in Part V clause 21.1 below. Where more than one INCOTERM is stated in Part V clause 21.1 below, Proposals will be evaluated based on FCA terms. UNICEF and PAHO will award LTA-Gs to the Proposers by taking into consideration a combination of lowest acceptable prices, shorter lead-time, registration status and minimum order quantities (MoQs), provided that UNICEF and PAHO consider that the Proposal to be reasonable and that it is in the interest of UNICEF and PAHO to accept the Proposal.

#### 15.2. TECHNICAL REQUIREMENTS AND CRITERIA

Please also refer to **Annex C – Product List to be procured**.

##### 15.2.1 MANDATORY REQUIREMENTS

- (i) All products must meet international standards of quality, safety and efficacy (including therapeutic equivalence where applicable).
- (ii) All products should comply with the UNICEF technical requirements for pharmaceutical products (**Annex 1**)
- (iii) All Proposers are required to fill in the UNICEF technical questionnaire for pharmaceutical manufacturers (**Annex 2a**)

- (iv) All Proposers, who are not manufacturers, are required to fill in the UNICEF technical questionnaire for pharmaceutical wholesalers (**Annex 2b**)

### 15.3 TECHNICAL AND QUALITY CRITERIA

#### 15.3.1 Mandatory Criteria

All products must comply with the following technical and quality criteria (in order of priority):

- a) The product is WHO Prequalified or has Marketing Authorization (MA) issued by SRA or approved under scientific opinions issued by SRA for high priority human medicines intended for markets outside their jurisdiction as per ***Sub-section 3.3 and 3.4 under Section 3. Statement of Quality.***
- b) If WHO prequalified and or SRA approved or approved under scientific opinions issued by SRA for high priority human medicines intended for markets outside their jurisdiction are or become insufficient to meet the public health needs, UNICEF and PAHO may, as an exceptional measure consider product dossiers and the GMP status of manufacturing sites assessed by WHO Expert Review Panel (ERP), or UNICEF and PAHO assessors or approved by a PAHO Regional National Regulatory Authorities for medicines (NRAR).

### 15.4. INSTRUCTIONS

For full instructions and details on how to make technical proposals and offers please refer to:

- **Annex 2** Instructions for technical proposals and offers.
- **Annex 3** Instructions for uploading Technical Documents to SharePoint.

### 15.5. SPECIAL TECHNICAL INSTRUCTIONS

- 15.5.1 Proposers are required to communicate to UNICEF and PAHO in writing at any time during the tender, attention to the contact person specified in this solicitation document and during the validity of contract to the attention of the Contracts Specialist specified in the LTA, of any changes in the status of their product that may have an impact on the safety, efficacy, or quality of their product, including:

- Significant changes in the status of their product
- Applications for variations and their subsequent approval
- Suspension or cancelation of Market Authorizations
- Changes in the GMP status

- 15.5.2 The Proposer will work with UNICEF and PAHO to minimize potential public health risks by actively organizing product recalls of defective products and either replacing the defective product or covering the direct and related costs related to replacing the defective product within defined timelines as specified in the contractual requirements.

- 15.5.3 UNICEF and PAHO may require additional information and documentation from proposers at a later stage during the tender such as:

- Certificate of Origin (CoO);
- Good Manufacturing Practices (GMP) certificate(s) issued by the NRA of the country of manufacture must be submitted for site(s) involved in the production of the finished product;
- Certificate of Pharmaceutical Product (CPP);
- Free Sale Certificate (FSC), if applicable;
- Certificate of Analysis for finished product and diluent;
- A PDF of the insert (pamphlet) and packaging (primary, secondary and tertiary) for the product presentation offered, including diluent (if applicable);
- Proof of therapeutic equivalence (i.e., Bioequivalence / Bioavailability studies, when applicable, or comparative in vitro dissolution tests).

## 15.6 COMMERCIAL EVALUATION CRITERIA

### 15.6.1 COMMERCIAL EVALUATION CRITERIA AND REQUIREMENTS

- Acceptance of and compliance with UNICEF and PAHO General Terms and Conditions.
- Compliance of Proposals with all instructions in the RFP-DAN-2023-503604.
- Compliance with UNICEF's Financial requirements.
- Lowest offered price.
- Product Registration Status.
- Longest shelf life, i.e., preference will be given to Proposals for products with total of 36 months shelf life or more at Zone IVA and/or Zone IVB conditions.
- Shortest lead time.
- Minimum order Quantity (MoQ). Proposers must declare in their Proposals if there will be any minimum order quantity(-ies) for the item(-s) detailed in the schedule to this Solicitation Document. Any such minimum order quantities will be considered as part of the evaluation process. Smallest minimum order quantities are preferred.
- Optimal supply chain management.
- Satisfactory historical performance of past delivery on previous orders, if applicable.
- Satisfactory reference check as applicable.

### 15.6.2 Partial Proposals:

- UNICEF and PAHO will accept partial Proposals.

### 15.6.3 Minimum Order Quantity and Lead Time:

- Proposers must declare in their Proposals if there will be any minimum order quantity(ies) for the item(s) detailed in the schedule to this Solicitation Document. Any such minimum order quantities will be considered as part of the evaluation process.
- Whether the product offered has an MoQ or not, Proposers must indicate the realistic production and delivery lead-time based on FCA Incoterms- named airport/seaport.

### 15.6.4 Limited Award:

- In case of an award, Proposers that have not previously received Purchase Orders from UNICEF or PAHO, may receive an order for a limited quantity until satisfactory performance is established.

### 15.6.5 Multiple Long Term Arrangements LTA-G(s):

- UNICEF and PAHO reserve the right to make multiple arrangements for any item(s) where UNICEF or PAHO considers it to be in its best interest to do so.

15.6.6 Negotiation:

- UNICEF and PAHO reserve the right to negotiate with the Proposer(s) that has/have attained the best rating/ranking, i.e., those providing the overall best value Proposal(s).

15.6.7 Award Notification:

- UNICEF and PAHO will only notify the Proposer(s) that has/have been awarded the LTA-G(s) resulting from this solicitation process.
- UNICEF and PAHO may, but is not required to, notify the other Proposers of the outcome of this solicitation process.

## 16. UNICEF AND PAHO GENERAL TERMS AND CONDITIONS OF CONTRACT (GOODS)

16.1 UNICEF and PAHO's General Terms and Conditions of Contract (Goods) which are attached as **Annex A** and **Annex B** to this Solicitation Document will apply to any LTA-G and linked Purchase Orders awarded in connection with this Solicitation Document.

16.2 By signing the Bid Declaration Form, each Proposer is deemed to have confirmed its acceptance of the UNICEF and PAHO's General Terms and Conditions (Goods). The Proposer understands that if it proposes any amendments or additional terms to the UNICEF and PAHO General Terms and Conditions (Goods), these must be clearly detailed in the Proposal and may negatively affect the evaluation of the Proposal.

## 17. INSPECTIONS

17.1 Each Proposer will permit UNICEF, either itself or through a designated representative entity, to have access to the facilities where the products offered are manufactured, at all reasonable times to inspect the manufacturing site and processes for the production, quality control, quality assurance and packing of the products.

17.2 The Proposer will provide reasonable assistance to the representatives for such appraisal, including copies of any documentation (including, but not limited to, test results or quality control reports) as may be necessary. The inspection may be carried out in conjunction with the appropriate national authority. Failure to do so may result in the rejection of the Proposal.

## 18. RIGHTS OF UNICEF AND PAHO

18.1 UNICEF and PAHO reserve the following rights:

- (a) to accept any Proposal, in whole or in part; to reject any or all Proposals; or to cancel this solicitation process in its entirety.
- (b) to verify any information contained in Proposer's response (and the Proposer will provide UNICEF and/or PAHO with its reasonable cooperation with such verification).



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

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

(e) to suspend negotiations or withdraw an award to a Proposer at any time up until an LTA-G has been signed with such Proposer. UNICEF and/or PAHO are not required to provide any justification but will give notice prior to any such suspension of negotiations or withdrawal of award.

- 18.2 UNICEF and/or PAHO are not liable to any Proposer for any costs, expense or loss incurred or suffered by such Proposer in connection with this Solicitation Document or solicitation process, including, but not limited to, any costs, expense or loss incurred as result of UNICEF and PAHO exercising any of their rights mentioned under paragraph 18.1 above.

## PART V – GENERAL REQUIREMENTS

### 19. PRICES AND DISCOUNTS

- 19.1 **Prices:** The prices include the cost of packaging and packing the goods in accordance with the requirements set out on the UNICEF Supply website <https://www.unicef.org/supply/technical-specifications-packing-packaging-and-labelling>. The price also includes delivery in accordance with the applicable INCOTERM.

Notwithstanding any agreed discounts (as per paragraph 19.4 below), prices offered by Proposers, ***shall constitute maximum ceiling prices and shall remain fixed for the duration of the LTA-G.***

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

- 19.3 **Currency:**

(a) Proposers are requested to provide unit prices in ***USD or EURO***. UNICEF and PAHO will reject any Proposals submitted in any other currency.

(b) For evaluation purposes only, offers submitted in a currency other than US Dollars will be converted into US Dollars using the United Nations rate of exchange in effect on the submission deadline date.

- 19.4 **Discounts:** Proposers are requested to advise as to:

(a) Quantity / volume discounts, in form of large quantity / volume discounts and staircase pricing (i.e., varying prices according to different quantities procured);

(b) Cumulative quantity / volume discount levels, i.e., discounts that increase as the cumulative order value/volume increases throughout the validity of the LTA-G;

(c) Early payment discounts, i.e. payment within a specified period of time faster than UNICEF's standard payment term of 30 days net;

(d) Trade discounts;

(e) Any other unconditional discounts.

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

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

## 20. IMPLEMENTATION

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

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

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in this Solicitation Document, it should present such information in the following manner:

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

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

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

## 21. DELIVERY

- 21.1 **Incoterms:** Proposers are requested to quote prices in accordance with the following delivery terms (INCOTERMS 2020):

- **FCA – FCA named airport/seaport (SPECIFY NAME OF AIRPORT/SEAPORT).**

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

Awarded proposers might be asked to quote DAP Incoterms for delivery to specific countries on a case-by-case basis.

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

## **22. SHELF LIFE AND WARRANTY**

- 22.1 **Shelf life and Useable Lifespan:** The Proposer will clearly state the minimum shelf life at time of dispatch for all pharmaceutical products or other perishable goods. For all other products, the Proposer will clearly state (as applicable) the usable lifespan (i.e. the recommended usage period).
- 22.2 **Packing, Packaging and Labeling:** All goods must meet the requirements for packing, packaging, packing list and labelling of the goods set out on the UNICEF Supply Website <https://www.unicef.org/supply/technical-specifications-packing-packaging-and-labelling> and the additional requirements (if any) for packing, packaging, packing list and labelling set out in this Solicitation Document. This includes those requirements that apply to dangerous goods.
- 22.3 **Warranty:** The Proposer's warranty for the goods (including packaging) offered in its Proposal will meet each of the following minimum criteria:
- (a) The goods conform to the quality, quantity and specifications for the goods stated in the LTA-G and linked Purchase Order (including, in the case of perishable or pharmaceutical products, the shelf life specified in the LTA-G and linked Purchase Order);
  - (b) The goods conform in all respects to the technical documentation provided by the Proposer in respect of such goods and, if samples were provided to UNICEF prior to entering into the LTA-G, the goods are equal and comparable in all respects to such samples;
  - (c) The goods are new and factory-packed;
  - (d) The goods are fit for the purposes for which such goods are ordinarily used and any purposes expressly made known to the Proposer by UNICEF;

(e) The goods are free from defects in design, manufacture, workmanship and materials;

(f) The goods are free from all liens, encumbrances or other third party claims;

(g) The goods are contained or packaged in accordance with the standards of export packaging for the type and quantities of the goods specified in the LTA-G and linked Purchase Order, and for the modes of transport of the goods specified in the LTA-G and linked Purchase Order (including but not limited to, in a manner adequate to protect them in such modes of transport), and marked in a proper manner in accordance with the instructions stipulated in the LTA-G and linked Purchase Order and applicable law.

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

22.5 **Assignment of Manufacturer Warranties:** If the Proposer is not the original manufacturer of the goods or any part of the goods, the Proposer will be expected to assign to UNICEF and PAHO (or, at UNICEF's instructions, the Government or other entity that receives the goods) all manufacturers' warranties in addition to any other warranties specified in the LTA-G and linked Purchase Order.

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

## 23. OTHER GOODS REQUIREMENTS

23.1 **Country of Origin:** Items produced in countries other than those of the Proposer must be indicated, stating the country of origin. Proposers may be required to submit a Certificate of Origin of Goods issued by the Chamber of Commerce or other equivalent authority.

23.2 **Samples:** UNICEF and PAHO reserve the right to request free, non-returnable samples for evaluation and testing of the item and/or of the packing and packaging, prior to any award. If samples are requested:

- Samples will be subject to technical review and laboratory testing and analysis where appropriate.
- Samples must correspond 100% to the product(s) being offered.
- Samples must include the manufacturer's packaging and labeling.
- In the event that the Proposal is successful, samples will be retained for comparison checking purposes against deliveries subsequently made.
- Samples should be labelled with the UNICEF Solicitation Document number, goods specifications as detailed in this Solicitation Document, Proposer's product reference and Proposer's name and address. UNICEF and PAHO reserve the right to reject samples that are not labeled as requested.
- Failure to provide samples in accordance with the instructions requested under this paragraph 23.2 may result in invalidation of the Proposal.

- 23.3 **Packing, Packaging, Packing List, Labelling and Dangerous Goods Instructions:** The Proposer will comply with the requirements for packing, packaging, packing list and labelling of goods set out on the UNICEF Supply Website (<https://www.unicef.org/supply/technical-specifications-packing-packaging-and-labelling>) and the additional requirements (if any) for packing, packaging, packing list, labelling set out below in this Solicitation Document. This includes those requirements that apply to dangerous goods. The classification of goods (including packaging) as “dangerous goods” is a supplier responsibility and must be communicated to UNICEF when submitting the Proposal. For any goods (including packaging) classified as dangerous goods, Proposers must submit all relevant Material Safety Data Sheets indicating accurate classification for transport purposes, storage, labeling and shipping requirements when submitting the Proposal.

## **24. LIQUIDATED DAMAGES**

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

“In addition to, and without prejudice to any of the other rights and remedies of UNICEF, if the Supplier fails to deliver the Goods under any Purchase Order in accordance with the stated time for delivery, or if UNICEF exercises its right to reject Goods that do not conform to the requirements in this LTA-G and the relevant Purchase Order, UNICEF may claim liquidated damages from the Supplier and, at UNICEF’s option, the Supplier will pay such liquidated damages to UNICEF or UNICEF will deduct such liquidated damages from the Supplier’s invoice(s). Such liquidated damages will be calculated as follows: one half of one per cent (0.5%) of the Price of such Goods for each day of delay, until delivery of conforming Goods, up to a maximum of ten per cent (10%) of the value of the relevant Purchase Order. The payment or deduction of such liquidated damages will not relieve the Supplier from any of its other obligations or liabilities pursuant to this LTA-G and the relevant Purchase Order”.

## **PART VI – PROPOSER REPRESENTATIONS**

### **25. MOST FAVOURED PRICE**

- 25.1 The Proposer confirms that for similar quantities and circumstances, the prices with respect to the goods specified in the Proposal are the most favourable prices available to any customer of the Proposer (or any of the Proposer’s affiliates),
- 25.2 If at any time during the term of the LTA-G resulting from the Proposal any other customer of the Proposer (or of any of the Proposer’s affiliates) obtains more favourable pricing terms than those provided to UNICEF and PAHO, the Proposer will inform UNICEF and PAHO and will retroactively adjust the price(s) and related pricing terms under the LTA-G and in the relevant Purchase Order(s) to conform to the more favourable terms and the Proposer will promptly pay UNICEF or PAHO any amounts owing to UNICEF or PAHO as a result of such retroactive price adjustment.

### **26. GENERAL REPRESENTATIONS**

- 26.1 By submitting its Proposal in response to this Solicitation Document, the Proposer confirms to UNICEF and PAHO as at the Submission Deadline:

- 26.1.1 The Proposer has (a) the full authority and power to submit the Proposal and to enter into any resulting LTA-G and linked Purchase Order(s), and (b) all rights, licenses, authority and resources necessary, as applicable, to develop, source, manufacture and supply the goods and to perform its other obligations under any resulting LTA-G and linked Purchase Order(s). The Proposer 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.
- 26.1.2 All of the information it has provided to UNICEF and PAHO concerning the goods and the Proposer is true, correct, accurate and not misleading.
- 26.1.3 The Proposer is financially solvent and is able to supply the goods to UNICEF and PAHO in accordance with the requirements described in this Solicitation Document.
- 26.1.4 The use or supply of the goods does not and will not infringe any patent, design, tradename or trade-mark.
- 26.1.5 The development, manufacture and supply of the goods has complied, does comply, and will comply with all applicable laws, rules and regulations.
- 26.1.6 The Proposer will fulfill its commitments with the fullest regard to the interests of UNICEF and PAHO and will refrain from any action which may adversely affect UNICEF, PAHO or the United Nations.
- 26.1.7 It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting LTA-G and linked Purchase Order(s).
- 26.1.8 The Proposer agrees to be bound by the decisions of UNICEF and PAHO, including but not limited to, decisions as to whether the Proposer's Proposal meets the requirements and instructions stated in this Solicitation Document and the results of the evaluation process.

## **27. ETHICAL STANDARDS**

- 27.1 UNICEF and PAHO requires that all Proposers observe the highest standard of ethics during the entire solicitation process, as well as the duration of any LTA-G that may be awarded as a result of this solicitation process. UNICEF and PAHO also actively promotes the adoption by its suppliers of robust policies for the protection and safeguarding of children and the prevention and prohibiting of sexual exploitation and sexual abuse.
- 27.2 By submitting its Proposal in response to this Solicitation Document, the Proposer makes the following representations and warranties to UNICEF and PAHO as at the Submission Deadline:
  - 27.2.1 In respect of all aspects of the solicitation process the Proposer has disclosed to UNICEF and PAHO any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest. In particular, the Proposer has disclosed to UNICEF and PAHO if it or any of its affiliates is, or has been in the past, engaged by UNICEF and PAHO to provide services for the preparation of the design, specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods requested under this Solicitation Document; or if it or any of its affiliates has been involved in the preparation and/or design of the programme/project related to the goods requested under this Solicitation Document.

- 27.2.2 The Proposer has not unduly obtained, or attempted to obtain, any confidential information in connection with the solicitation process and any LTA-G and linked Purchase Order(s) that may be awarded as a result of this solicitation process.
- 27.2.3 No official of UNICEF or of PAHO or of any United Nations System organisation has received from or on behalf of the Proposer or will be offered by or on behalf of the Proposer, any direct or indirect benefit in connection with this Solicitation Document including the award of the LTA-G and linked Purchase Order(s) to the Proposer. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.
- 27.2.4 The following requirements with regard to former UNICEF officials have been complied with and will be complied with:
- (a) During the one (1) year period after an official has separated from UNICEF, the Proposer 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 Proposer has participated.
- (b) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Proposer, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.
- 27.2.5 Neither the Proposer 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 Proposer will immediately disclose to UNICEF and PAHO if they or any of their affiliates, or personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the LTA-G. If the Proposer or any of its affiliates, or personnel or directors becomes subject to any such sanction or temporary suspension during the term of the LTA-G, UNICEF and PAHO will be entitled to suspend the LTA-G and linked Purchase Order(s) for a period of time up to thirty (30) days or terminate the LTA-G and linked Purchase Order(s), at its sole choice, with immediate effect upon delivery of a written notice of suspension or termination, as the case may be, to the Proposer. If UNICEF or PAHO chooses to suspend the LTA-G and linked Purchase Order(s) it will be entitled to terminate the LTA-G and linked Purchase Order(s) at the end of the thirty (30) days' suspensions at UNICEF's sole choice.
- 27.2.6 The Proposer will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF and PAHO against fraud, in the solicitation process and in the performance of any resulting LTA-G and linked Purchase Order(s); and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption which can be accessed on the UNICEF website at <http://www.unicef.org/supply/resources/procurement-policies>. In particular, the Proposer 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.
- 27.2.7 The Proposer will comply with all laws, ordinances, rules and regulations bearing upon its participation in this solicitation and the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - [www.ungm.org](http://www.ungm.org)).

- 27.2.8 Neither the Proposer nor any of its affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.
- 27.2.9 The Proposer 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 Proposer to perform any services in the Proposer's participation in this solicitation. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. The Proposer has taken and will take all appropriate measures to prohibit its personnel including its employees or other persons engaged by the Proposer, 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.
- 27.2.10 The Proposer confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Proposer 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 Proposer will further cooperate with UNICEF's implementation of this Policy.
- 27.2.11 The Proposer 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 27.
- 27.2.12 Each of the provisions in Article 27 of this Part *VI* constitutes an essential condition of participation in this solicitation process. In the event of a breach of any of these provisions, UNICEF and PAHO are entitled to disqualify the Proposer from this solicitation process and/or any other solicitation process, and to terminate any LTA-G and linked Purchase Order(s) that may have been awarded as a result of this solicitation process, immediately upon notice to the Proposer, without any liability for termination charges or any liability of any kind. In addition, the Proposer may be precluded from doing business with UNICEF and PAHO and any other entity of the United Nations System in the future.

## **28. AUDIT**

- 28.1 From time to time, UNICEF may conduct audits or investigations relating to any aspect of an LTA-G and/or linked Purchase Order awarded in relation to this Solicitation Document, including but not limited to the award of the LTA-G and/or linked Purchase Order and the Proposer's compliance with the provisions of Article 27 above. The Proposer will provide its full and timely cooperation with any such audits or investigations, including (but not limited to) making its personnel and any relevant data and documentation available for the purposes of such audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such audits or investigations access to the Proposer's premises at reasonable times and on reasonable conditions in connection with making its personnel and any relevant data and documentation available. The Proposer will require its sub-contractors and its agents to provide reasonable cooperation with any audits or investigations carried out by UNICEF.