



## REQUEST FOR PROPOSAL

UNITED NATIONS CHILDREN'S FUND (UNICEF)  
Wish to receive Proposals for

**Polyvalent Snake Antivenom immunoglobulin**

**FOR DELIVERY IN 2017**

RFP-DAN-2017-502654

10 November 2017

EMAILED PROPOSALS must be sent to the email [supplybid@unicef.org](mailto:supplybid@unicef.org) up to 23h00 hours (Copenhagen time) on 01 December 2017. Proposals sent to a different email will be **INVALIDATED**, even if received before the stipulated deadline.

**PROPOSALS RECEIVED IN ANY OTHER MANNER WILL BE INVALIDATED**

Prepared by: Ruben Jamalyan, Procurement Assistant

Handwritten initials "R.J." in blue ink.

Approved by:

Handwritten signature of Guillermo Gimeno in blue ink, written over a horizontal line.

Guillermo Gimeno  
Contracts Specialist  
Vaccine Centre  
UNICEF Supply Division

Handwritten signature of Heather Deehan in blue ink, written over a horizontal line.

Heather Deehan  
Chief  
Vaccine Centre  
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## 1. PURPOSE

### 1.1 Request

This Request for Proposal (RFP) invites proposals for supply of Snake Antivenom Immunoglobulin, which is aligned with the "WHO Guidelines for the Production Control and Regulation of Snake Antivenom Immunoglobulins".

[http://www.who.int/bloodproducts/snake\\_antivenoms/snakeantivenomguideline.pdf?ua=1](http://www.who.int/bloodproducts/snake_antivenoms/snakeantivenomguideline.pdf?ua=1)

### 1.2 Forecast

UNICEF Procures Snake Antivenom on ad-hoc basis, whenever there is a need for programmatic support in countries seeking to source through UNICEF.

The specific requirement is for supply to **Zimbabwe**. The request is for polyvalent Antivenom that will cover all common medically important species of snake in the African region.

Item description	Quantity	Delivery
Polyvalent Snake Antivenom immunoglobulin, 10 ml	1,000 vials	As soon as possible, preferably by 31December2017

## **2. INSTRUCTIONS TO PROPOSERS**

### **2.1 PROCUREMENT ARRANGEMENTS**

**2.1.1** Purchases will be made against Purchase Orders to be issued by UNICEF in accordance with the terms and conditions of this RFP. Forecasted quantities to be purchased are outlined in the section 1.

**2.1.2** The quantities outlined in this RFP, represent a forecast for 2017.

**2.1.3** Any resulting Purchase Orders intend to cover deliveries during 2017.

### **2.2 MANDATORY REQUIREMENTS**

Mandatory requirements identify the minimum requirements for any Proposal to be considered. Mandatory requirements will be indicated throughout this RFP by the words "mandatory", "shall", "must", or "will" in regards to obligations on the part of the Proposer. Proposals that do not meet the mandatory requirements will not be eligible for award.

### **2.3 RESPONSE FORMAT**

The Proposer is invited to provide a Proposal that is responsive to the requirements listed here. The Proposal must include a scan of a signed PROPOSAL FORM. ANSWER SHEETS have been provided to assist in the organization of the Proposal.

**Each Proposal should:**

- Contain information on mandatory requirements for offered products (TECHNICAL AND FINANCIAL MANDATORY REQUIREMENTS SHEET)
- Define the offered product (QUANTITATIVE PROPOSAL SHEET)
- Provide answers in the QUALITATIVE PROPOSAL SHEET
- Fill in the PACKING DETAILS SHEET
- Provide explanations to any request for exceptions or clarification on the COMMERCIAL TERMS SHEET.

The Proposer must provide sufficient information in the Proposal to address each area of evaluation to ensure that a fair assessment of the offer can be conducted.

The RFP will be provided in an electronic format; and all Proposals must be returned to UNICEF in an email format, as described on the Front Page.

### **2.4 MARKING AND RETURNING PROPOSALS**

**2.4.1** The Proposer may submit their proposal via email.

**2.4.2** Proposals received without the RFP number will be invalidated.

**2.4.3** EMAILED PROPOSALS should be sent to: [supplybid@unicef.org](mailto:supplybid@unicef.org) not later than the specified date and time on the cover page of this proposal. Proposals sent to any other email will be invalidated.

#### **2.4.4 EMAILED PROPOSALS instructions:**

**2.4.4.1** All e-mail communication in relation to the Proposal must clearly indicate the reference Bid number followed by the company name (e.g. Company Name x Ltd for RFP-DAN-2017-502654) in the "Subject" line of the e-mail.

**2.4.4.2** The Bid Form is sent as a scanned copy of an original signed form in PDF format.

**2.4.4.3** Ensure the "acknowledge receipt" of your bid is received after the e-mail submission. The subject line of an "acknowledge receipt" will show "UNICEF Supply Division - Bid confirmation. Ref: "Name of Company X".

**2.4.4.4** Attachments must be maximum ten (10) megabytes per email and submitted in PDF format. Larger attachments and attachments other than PDF format will not be accepted.

**2.4.4.5** No other recipient should be "cc" or "bcc" in the email Submission.

#### **2.5 TIME FOR RECEIVING PROPOSALS**

**2.5.1** Proposals received prior to the stated closing time and date will be kept unopened. The Officer of the Bid section will open Proposal when the specified time has arrived and no Proposal received thereafter will be considered.

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

#### **2.6 PUBLIC OPENING OF PROPOSAL**

Due to the nature of the RFP, there will be no public opening of Proposals.

#### **2.7 REQUESTING INFORMATION FROM UNICEF DURING THE TENDER PROCESS**

Any request for information regarding the specifications should be forwarded to Procurement Assistant, Ruben Jamalyan (email: [rjamalyan@unicef.org](mailto:rjamalyan@unicef.org)), with specific reference to this RFP in the subject of the e-mail so that the query may be answered in the normal course of business and NOT to the Bid Section (see front page).

Inquiries received less than five (5) calendar days prior to the Proposal closing date cannot be guaranteed any response. Only written inquiries will be entertained. A response to written queries will be provided to all invitees in writing and posted on UNICEF website [http://www.unicef.org/supply/index\\_25947.html](http://www.unicef.org/supply/index_25947.html), as necessarily. Information provided verbally will not be considered a fundamental change and will not alter this RFP.

#### **2.8 ERROR IN PROPOSAL**

Proposers are expected to examine all Schedules and all Instructions pertaining to the Proposal. Failure to do so will be at Proposer's own risk. In case of errors in the extension price, unit price shall govern.

## **2.9 CORRECTIONS**

Erasures or other corrections in the Proposal must be explained and the signature of the Proposer shown alongside.

## **2.10 MODIFICATION AND WITHDRAWAL**

**2.10.1** All changes to a Proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier Proposal, or state the changes from the original Proposal.

**2.10.2** Proposals may be withdrawn through a written or email request ([supplybid@unicef.org](mailto:supplybid@unicef.org)), sent to the BID SECTION prior to the opening time and date. Negligence on the part of the Proposer confers no right for the withdrawal of the proposal after it has been opened.

## **2.11 VALIDITY OF PROPOSALS**

Proposals should be valid for a period through **31 December 2018**. The Proposers are requested to indicate the validity period of their Proposal. UNICEF may request the validity period to be extended.

## **2.12 CURRENCY OF PROPOSALS**

Failure to quote in the currency stated in this RFP document as outlined in Section 3.7.5 will invalidate the Proposal.

## **2.13 INCOTERMS**

Failure to quote in accordance with the requested INCOTERMS as outlined in Section 3.7.7 may result in invalidation of Proposal.

## **2.14 SUPPLIER REGISTRATION AND EVALUATION**

**2.14.1** UNICEF is part of the United Nations Global Marketplace (UNGM). Accordingly, all Proposers must apply to become a UNICEF supplier and this must be done via the UNGM website at <http://www.ungm.org>. Following this application, the UNGM informs the UNICEF Quality Assurance Supplier Evaluation Unit automatically and a determination will be made as to whether the application will be accepted. The determination is based on relevance of the products to UNICEF, together with a financial assessment.

**2.14.2** Simultaneously with application to UNGM, and unless this information has already been provided to UNICEF within the previous 12 months, Proposers shall submit their most recent Audited Financial Statement and Quality System Certificate to the UNICEF Quality Assurance Supplier Evaluation Unit, Oceanvej 10-12, DK-2150 Nordhavn, Copenhagen, Denmark. This information will be used by UNICEF for evaluation and approval purposes before making an award. It is in the interest of the Proposers to provide information as complete as possible, as awards will only be made to suppliers who meet UNICEFs supplier selection criteria.

## **2.15 COUNTRY OF ORIGIN**

Proposers shall advise country of origin of products offered. Proposers may furthermore be required to submit a Certificate of Origin of Goods issued by the Chamber of Commerce or other equivalent authority.

## **2.16 RIGHTS OF UNICEF**

**2.16.1** UNICEF reserves the right to INVALIDATE any Proposal for reasons mentioned above, and, unless otherwise specified by UNICEF or by the Proposer, to accept any item in the Proposal.

**2.16.2** UNICEF reserves the right to INVALIDATE any Proposal received from a Proposer who, in the opinion of UNICEF, is not in a position to perform the contract.

**2.16.3** UNICEF reserves the right to request additional or supplementary data from the Proposer.

**2.16.4** UNICEF reserves the right to retender should the result of the tender be deemed nonresponsive by UNICEF.

## **2.17 CATALOGUES**

Proposers, who have not already done so, are kindly requested to send a copy of their current catalogue or list of product offering.

## **2.18 ANSWER SHEETS**

Only the forms and sheets provided in Section 4 should be used to present the various aspects of the Proposal. Supplemental information can be provided on each of the answer sheets:

- PROPOSAL FORM
- TECHNICAL AND FINANCIAL MANDATORY REQUIREMENTS SHEET
- QUANTITATIVE PROPOSAL SHEET(S)
- QUALITATIVE PROPOSAL SHEET
- PACKING DETAILS SHEET(S)
- COMMERCIAL TERMS SHEET

The Proposer must provide sufficient information in the Proposal to address each area of evaluation to ensure that a fair assessment of the offer can be conducted.

## **2.19 AWARD NOTIFICATION / PUBLIC POSTING**

All Proposers will receive a written notification regarding the results of their Proposal.

## **2.20 PUBLIC POSTING, DISCLOSURE OF PRICES AND QUANTITIES**

UNICEF reserves the right to disclose price information relevant to awards/Purchase Orders resulting from this RFP.

In case the award exceeds USD 100,000 value, UNICEF will make each award public by publishing the following information on the UNICEF website: The supplier name, product(s), price, quantity, duration of award, and total award value.

## **2.21 SAMPLES**

**2.21.1** The Proposer should submit as part of the Proposal, three (3) samples for each product offered of the following:

- Product including closure and label
- Any other device and material to be provided in the secondary packaging, if applicable
- Product insert
- Inner box

**2.21.2** Samples should be marked with the RFP number (stated on the front page of this document) and mailed to the address below, arriving no later than closing date of this tender:

UNICEF Supply Division  
Oceanvej 10-12  
2150 Nordhavn, Copenhagen Ø  
Denmark  
Attention: Vaccine Centre, Procurement Assistant, Ruben Jamalyan

#### **2.22 RFP TERMS**

This RFP, along with any Proposal thereto, shall be considered the property of UNICEF and the Proposals will not be returned to their originators.

In submitting the Proposal, the Proposer agrees to acceptance of the decision of UNICEF as to whether the Proposal meets the minimum requirements stated in this RFP; and the evaluation.

Information provided in the Proposal will be treated as confidential unless otherwise noted by the Proposer.



### 3. TERMS AND CONDITIONS

#### 3.1 QUANTITIES REQUESTED

The following serum/immunoglobulin is requested for Zimbabwe:

Item description	Quantity	Delivery
Polyvalent Snake Antivenom immunoglobulin, 10 ml	1,000 vials	As soon as possible, preferably, by 31 December 2017

Please use the QUANTITATIVE PROPOSAL SHEET(s) to provide the quantities offered.

#### 3.2 MANDATORY TECHNICAL REQUIREMENTS

##### 3.2.1 WHO RECOMMENDATION

Products recommended by WHO are preferable.

The Proposers should certify that the product is produced, stored and shipped according to the requirements set in section 3.2

##### 3.2.2 PRODUCTION AND TESTING

The products shall be produced and tested in conformity with the requirements of national legislation and the following recommendations established by the World Health Organization (WHO), or any subsequent revisions:

- (a) Good Manufacturing Practices for Biological Products (WHO Technical Report Series No. 999, 2016)
- (b) Good Manufacturing Practices for Pharmaceutical Products (WHO Technical Report Series No.961, 2013);
- (c) Good Manufacturing Practices for Sterile Pharmaceutical Products (WHO Technical Report Series No. 961, 2011);
- (d) Guide for Inspection of Manufacturers of Biological Products (WHO/VSQ/97.03);
- (e) General Requirements for the Sterility of Biological Substances (WHO Technical Report Series No. 530. 1973), Amendment 1995 (WHO Technical Report Series No. 872, 1998)
- (f) Use of Animal Cells as In Vitro Substrates for the production of biologicals (WHO Technical Report Series No. 978, 2013)
- (g) Recommendations on Risk of Transmitting Animal Spongiform Encephalopathy Agents via Medicinal Products (WHO Technical Report Series No. 908, 2003)
- (h) Guideline for National Authorities on Quality Assurance for Biological Products (WHO Technical Report Series No. 822, 1992)
- (i) Good Manufacturing Practices for Pharmaceutical Manufacturers (WHO Technical Report Series No. 823, 1992)
- (j) Good Manufacturing Practices: Requirements for sampling of starting materials (WHO Technical Report Series No. 929, 2005. Annex 2)
- (k) Good Manufacturing Practices. Water for pharmaceutical use (WHO Technical Report Series No. 970, annex 2 (2012)

- (l) Basic elements of Good Manufacturing Practices in Pharmaceutical Production (WHO Technical Report Series No.902, 2002. Annex 5)
- (m) Regulation and Licensing of Biological Products in Countries with Newly Developing Regulatory Authorities (WHO Technical Report Series No. 858, 1995)
- (n) Guidelines for National Authorities on Quality Assurance for Biological Products (WHO Technical Report Series No. No 822, 1992)
- (o) Report of a WHO Consultation on Medicinal and other Products in relation to Human and Animal Transmissible Spongiform Encephalopathies (WHO/BLG/97.2)

### **3.2.3 Antisera/Immunoglobulins**

Products must meet all the WHO recommended requirements and recommendations currently in force.

- (a) Guidelines for the Production Control and Regulation of Snake Antivenom Immunoglobulins (WHO/GRA/2010)

Recommended composition of multivalent snake antivenom must include all common medically important species of snake in the African region, and particularly in Zimbabwe.

### **3.2.4 CHANGES IN FORMULATION, METHODS OR PROCESSES**

Products meeting all the WHO recommended requirements currently in force are preferred. It should be understood that if WHO requirements, which impact on the products being supplied, are changed during the period of validity of the Offer, manufacturers will be required to implement such changes per agreed upon timeline following notification by WHO via UNICEF.

UNICEF reserves the right to reject any material which does not conform to the required specifications and the awarded Supplier shall forthwith at its own expense make good any material which has been rejected.

### **3.2.5 PRODUCT SOURCE**

All Proposers not producing the product offered or their own product bulk concentrate must indicate the source(s) for the product quantity offered. Proposers shall provide evidence of the contractual agreements for the quantities being offered. Furthermore, the Proposer shall confirm that the quantities offered do not violate any contractual commitments made between the Proposer and the serum/immunoglobulin or bulk concentrate manufacturer.

### **3.2.6 NATIONAL REQUIREMENTS**

It is recognized that, because of the special needs in the developing countries, the specifications prepared for UNICEF by WHO may be more detailed than those given in the WHO Requirements, although they are not in conflict with them.

In those aspects where WHO GMP requirements are not detailed enough, other international guidelines shall be followed by the manufacturer – e.g. those of the European Union (EU), PDA (Parenteral Drug Association), and United States Pharmacopoeia (USP) – and appropriate justification for the choice shall be provided. In such cases WHO will assess against the standard used.

### **3.2.7 CLOSURES**

Products in vial presentations shall be fitted with closures that conform to ISO standards 8362 (parts 2 through 7, as applicable). The container/closure system must be the same as submitted for prequalification.

### **3.2.8 RELEASE CERTIFICATION**

Final acceptance of products shall be subject to lot release by the National Regulatory Authority (NRA) of the country of manufacture or the NRA of Record agreed to with WHO during review for prequalification. Lot release certificates must be based as a minimum on review of the lot summary protocols.

Lot release certificates and Production and Control Summary Lot Protocols (according to WHO guidelines) will be provided upon request to consignees, UNICEF or WHO.

### **3.2.9 COMPLIANCE WITH TECHNICAL SPECIFICATIONS AND WHO REQUIREMENTS**

Products meeting all the WHO recommended requirements currently in force are preferred. It should be understood that if WHO requirements, which impact the products being supplied, are changed during the period of validity of the Arrangement, manufacturers will be required to implement such changes per agreed upon timeline following notification by WHO via UNICEF.

UNICEF reserves the right to reject any material which does not conform to the required specifications, and the awarded supplier shall forthwith at its own expense make good any material which has been rejected.

### **3.2.10 RETENTION SAMPLES AND TESTING**

Samples of each batch of product supplied under any resulting Purchase Order shall be retained by the supplier until expiry date. The number of samples to be retained for Snake Antivenom Immunoglobulin should be 10 vials. Those samples shall be provided, on request, to WHO/EMP/PQT for testing.

Additionally, reference and other materials required for testing should also be available to be supplied to WHO on request.

### **3.2.11 INTERRUPTION IN PRODUCTION AND/OR RELEASE PROCESSES**

Any issues arising which may result in problems with production, quality control and/or release of product should be communicated in a timely manner to UNICEF.

### **3.2.12 INSPECTION OF FACILITIES**

The supplier shall permit UNICEF and WHO, or their representatives as may be designated under notice to the supplier, to have access to its manufacturing and warehouse facilities at all reasonable times to assess (or periodically reassess) the production and capacity, testing, packaging and storage of the goods, and shall provide reasonable assistance for such assessment including the provision of copies of manufacturing protocols, lot production records, test results or quality control reports.

UNICEF reserves the right to reject any Goods that do not conform to the required specifications.

The need for and scope of a site audit at time of reassessment will take into consideration the demonstrated history of regulatory inspection of the facility by the NRA (including supply of reports of GMP inspections by the NRA).

### **3.3 PACKING AND SHIPPING**

The product shall conform to international standards for product packaging and labelling. Detailed instructions regarding shipping and requirements for invoice and shipping documents shall be provided to the awarded supplier as part of each Purchase Order.

All shipments of products on behalf of UNICEF will be arranged through UNICEF-designated freight forwarders, unless otherwise specified. The awarded supplier shall contact and provide assistance and all documents to the UNICEF designated freight forwarder well in advance of the scheduled delivery date. Any expected delay in delivery of the shipment shall be communicated to UNICEF and the UNICEF designated freight forwarder without delay.

The cost of such packaging, packing, and all temperature monitoring devices must be included in the offered price.

All containers, invoices and shipping documents are to bear the expiry dates of the product and appropriate storage temperatures.

#### **3.3.1 PACKING OF DILUENT FOR RECONSTITUTED PRODUCTS**

The packed quantity per box of the diluent should be equal to the packed quantity per box of the lyophilized product.

#### **3.3.2 STANDARD DOCUMENTS**

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

- a) Invoice;
- b) Packing list; the Packing List must clearly indicate the Purchase Order item number(s) contained in each package, a description of the Goods, their value, quantity, gross weight, volume in cubic meters, dimensions and markings, expiry date, and appropriate storage temperature;
- c) Release certificate issued by the National Regulatory Authority of the country of manufacture for each lot of product supplied;
- d) If applicable, hazardous Goods documents, such as in the case of use of dry ice;
- e) Any other documents as specified in each Purchase Order.

#### **3.3.3 GROSS WEIGHT and VOLUME**

Proposers are required to state the total estimated gross weight and volume of the items offered as part of the PACKING DETAILS SHEET.

#### **3.3.4 OVER LABELING**

Over labeling will only be accepted if the following criteria are met:

- a) The over labeling has been approved by the National Regulatory Authority of the producing country (released by NRA).
- b) UNICEF Supply Division is consulted prior to delivery.
- c) The receiving country agrees to receive the product, and communicates this fact to the UNICEF Supply Division.

### **3.4 TRANSPORT AND STORAGE**

#### **3.4.1 TIME TEMPERATURE MONITORING DEVICE**

The supplier agrees to properly store, from time to time and at no cost to UNICEF, finished products for delivery at a later date. Storage shall be under controlled environmental conditions to facilitate the conservation of the product. The storage facilities shall comply with all national regulations for the storage of products in force in the country where the storage facility is located.

#### **3.4.2 TEMPORARY STORAGE**

The supplier agrees to properly store, from time to time and at no cost to UNICEF, finished products for delivery at a later date. Storage of products shall be under controlled environmental conditions to facilitate the conservation of the products. The storage facilities shall comply with all national regulations for the storage of products in force in the country where the storage facility is located.

#### **3.4.3 DELIVERY PREPARATION LEAD-TIME**

Proposers shall indicate, as part of the QUANTITATIVE PROPOSAL SHEET, the delivery preparation lead-time for each product and presentation after receipt of an order. Delivery preparation lead-time includes time to complete administrative arrangements, including documentation, packing and marking. The preferred maximum lead time should not exceed 30 days.

### **3.5 SHELF LIFE**

Product shall be supplied with the maximum shelf life possible consistent with current production technology and stability data.

The supplier should provide information on the standard shelf-life of the product at time of production and at time of release by the NRA as requested in the Quantitative Proposal Sheet.

### **3.6 ADVERSE EVENTS AND RECALLS**

The manufacturer shall comply with all applicable laws, regulations and requirements regarding product safety. The terms used surrounding adverse experiences shall have the meanings set forth in the International Conference on Harmonization (ICH) of Technical Requirements of Pharmaceuticals for Human Use E2A.

The manufacturer shall be solely responsible for global pharmacovigilance activities regarding the sera/immunoglobulins including but not limited to: adverse experience (AE) or adverse drug reaction (ADR) reporting including literature review and associated reporting; AE/ADR follow-up reporting; preparation and submission of all safety reports to applicable regulatory agencies, as required; periodic submissions; labelling modifications;

risk management; safety monitoring and detection and coordinating and implementing safety measures.

The manufacturer shall promptly inform WHO and UNICEF of serious issues (actual or alleged) regarding product safety and shall provide them with information sufficient to consider such issues. WHO and UNICEF shall promptly notify the supplier of serious adverse events involving supplier's products of which they become aware.

If any circumstance or event may require or make reasonably appropriate any recall or withdrawal of product or any field alert regarding the product, the manufacturer shall immediately notify WHO, UNICEF and other appropriate entities. When a recall, withdrawal or field alert is required or appropriate, the manufacturer shall take all appropriate actions and shall bear all associated expenses.

### **3.7 FINANCIAL AND COMMERCIAL REQUIREMENTS**

#### **3.7.1 SUPPLIERS REPRESENTATION**

The awarded Supplier represents and warrants that it has the personnel, experience, qualifications, facilities and all other skills and resources necessary to perform its obligations under any resulting Purchase Order.

#### **3.7.2 ACCOUNT MANAGEMENT**

The awarded manufacturer shall provide UNICEF with organizational charts and names of the responsible persons within each of the following departments: Production, Quality, Governmental Affairs, Shipping/Logistics, Sales and Marketing, specifying the name(s) of the person(s) who will be the primary contact for UNICEF.

UNICEF expects the primary contact person(s) to be able to execute the appropriate account management which includes: accurate and reliable planning and forecasting, efficient order processing, accurate and complete documentation, close production follow up, facilitate timely submission to NRA for release and follow-up of the same, shipping and logistics as well as any other related issues including fast response time to inquiries. Communication and documentation are expected to be in English. The communication is seen as an important prerequisite for successful account management and needs to be frequent, timely and accurate.

Manufacturers are not expected to have direct contact with recipient country Governments.

#### **3.7.3 EXPERIENCE IN SUPPLY & DELIVERY**

The Proposer shall demonstrate proven experience and qualification in the supply and delivery of the product being proposed. In addition to the following information, the Proposer may supply other information as deemed appropriate:

- Number of years of production and delivery (quantities);
- Customer reference list. This should include customer contact names and communication information (phone/e-mail/fax) (applicable to all suppliers with less than 3 years' experience as an UNICEF supplier); and

- Names of regulatory bodies where products are registered, and date of original registration.

### 3.7.4 SUPPLIER PERFORMANCE

Proposers not previously supplying UNICEF shall demonstrate that they have been able to provide on time deliveries and maintained production schedules, and the time period over which the on time delivery performance has been measured. They shall also advise UNICEF of the annual production quantity.

As part of UNICEF's continuous strive to improve our ability to provide products of the appropriate standards to UNICEF programs and partners and in a timely manner, monitoring of suppliers' performance will continue to be strengthened. UNICEF has identified generic criteria that will be applied for evaluating and monitoring supplier performance against their contractual obligations as an outcome of this procurement process.

Key Categories	Performance Metrics	Performance Baseline
Time	Timeliness of Purchase Order Acknowledgement	Less than or equal to 5 working days after Purchase Order placement
	Timeliness of Notification of Goods Readiness	Notification of Goods' Readiness parameter (Greater than or equal to 3 working days before potential delivery)
	Timeliness of Delivery	Less than or equal to 5 working days after Purchase Order delivery date

### 3.7.5 CURRENCY OF PROPOSAL

The currency of the proposal shall be either 1) US Dollars or 2) US Dollars and Euro.

Proposers wishing to offer in Euro are requested to offer one price in US Dollars and one price in Euro, leaving it to UNICEF's sole discretion to determine which price to accept and consider for award. For evaluation purposes, the Euro price will be converted to US Dollars using the official UN currency exchange rate on the deadline date for receipt of Proposals.

### 3.7.6 AFFORDABILITY OF PRICES OFFERED

Proposer is requested to provide information on factors that influence the pricing offered to UNICEF including the basis for any quantity based pricing. Any price increase over previous years pricing should be explained.

UNICEF believes in paying a price that is affordable to Governments and Donors and a price that reasonably covers manufacturers' minimum requirements

### **3.7.7 INCOTERMS and UNIT PRICING**

Unit pricing is to be provided on a FCA nearest international airport basis (INCOTERMS 2010). The name and location of the international airport is to be specified.

### **3.7.8 EVIDENCE OF COMPLIANCE**

No payment, acceptance or concurrence shall be construed as evidence that any matter or thing is complete, satisfactory or in accordance with the awarded Supplier's obligation, and the awarded Supplier shall thereby not be relieved or discharged from performing any obligation under the award.

### **3.7.9 EVALUATION OF PROPOSALS AND BASIS FOR AWARD**

#### **3.7.9.1 PROPOSAL EVALUATION METHOD and EVALUATION CRITERIA**

The merits of each proposal will be evaluated to assess its ability to support the objectives of this tender.

#### **3.7.9.2 EVALUATION METHODOLOGY**

The evaluation consists of two main reviews: 1) Review of Mandatory Requirements; and 2) Evaluation of Quantitative and Qualitative content of the proposal.

##### **3.7.9.2.1 REVIEW OF MANDATORY REQUIREMENTS**

Technical Mandatory Requirements might be evaluated by WHO. All other Mandatory Requirements will be evaluated by UNICEF.

For a Proposal to be eligible for an award, all Mandatory Requirements must be met. Please refer to Section 2.2 for further information.

##### **3.7.9.2.2 EVALUATION OF QUANTITATIVE AND QUALITATIVE CONTENT**

During this evaluation, UNICEF will study and compare the nature of the commercial Proposal to the evaluation criteria.

In order to obtain to what extent a Proposal is found satisfactory, all quantitative data will be evaluated together with the qualitative data to determine how the factors presented in each Proposal will support the objectives as per section 2.2.

##### **3.7.9.3 BASIS FOR AWARD**

Upon evaluation of all Proposals and taking into consideration the current market situation for the product, the quantities will be awarded to manufacturers in accordance with the objectives of this solicitation. Some quantities may be left unawarded if UNICEF believes this will help achieving the objectives of the tender.

Awards will be determined based on the following criteria:

- Ability to meet the required delivery schedule
- Ability to meet future estimated demand
- FCA Price



### **3.8 SPECIAL TERMS AND CONDITIONS**

#### **3.8.1 CORRUPT AND FRAUDULENT PRACTICES**

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

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

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

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

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

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

#### **3.8.2 DISCLOSURE OF SANCTIONS OR TEMPORARY SUSPENSION**

Only suppliers found to be responsible or conditionally responsible are eligible to be awarded UNICEF contracts and/or to bid on UNICEF solicitations. To be deemed a responsible supplier with whom UNICEF will conduct business, a supplier should not be suspended, debarred, or otherwise identified as ineligible by the World Bank Group, any of its member governments or any other International or UN Organization. Suppliers are therefore required to disclose to UNICEF whether they are subject to any sanction or temporary suspension imposed by the World Bank Group, any of its member governments or any other International or UN Organisation.

#### **3.8.3 OFFICIALS NOT TO BENEFIT**

The Proposer warrants that no official of UNICEF or the United Nations has received or will be offered by the Proposer any direct or indirect benefit arising from this Invitation to Proposal or the award thereof. The Proposer agrees that breach of this provision is a breach of an essential term of the RFP.

#### **3.8.4 GUIDELINES ON GIFTS AND HOSPITALITY**

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

### **3.8.5 MOST FAVOURED CUSTOMER PRICE CERTIFICATION**

**3.8.5.1** The Proposer confirms that 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).

**3.8.5.2** If at any time during the validity of 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, the Proposer will retroactively adjust the price(s) and related pricing terms under the relevant Purchase Order(s) to conform to the more favourable terms and the Proposer will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive price adjustment.

### **3.8.6 LIQUIDATED DAMAGES**

Any Purchase Orders 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 including, but not limited to, those set out in the UNICEF General Terms and Conditions of Contract (Goods), if the Supplier fails to deliver the Goods under this 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 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 this 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 Purchase Order."

### **3.8.7 GENERAL TERMS AND CONDITIONS**

The UNICEF General Terms and Conditions attached to this Proposal (Annex A) shall apply to any resulting Purchase Order. In the case of any inconsistencies, the following order of precedence shall prevail:

- (a) General Terms and Conditions of the Purchase Order;
- (b) General Terms and Conditions of the RFP.

#### 4. ANSWER SHEETS

##### PROPOSAL FORM

PROPOSAL FORM must be completed, signed and returned to UNICEF. Proposals must be made in accordance with the instructions contained in this REQUEST. UNICEF shall not pay any costs incurred in the preparation or submission of Proposals.

##### TERMS AND CONDITIONS

Any Purchase Order resulting from this REQUEST shall contain the UNICEF General Terms and Conditions and any other terms and conditions specified in this REQUEST.

##### INFORMATION

Any request for additional information regarding this REQUEST must be forwarded in writing to the attention of Ruben Jamalyan (email: [rijamalyan@unicef.org](mailto:rijamalyan@unicef.org)), with specific reference to this REQUEST, so that the query may be answered in the normal course of business.

The Undersigned, having read the Instructions to Proposers of this REQUEST RFP-DAN-2017-502654 and all related documents hereby offers to supply the goods and contributions to meet the overall objectives sought in accordance with any specifications stated and subject to all Terms and Conditions set out or specified in this REQUEST.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Tel No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail : \_\_\_\_\_

Validity of Offer: \_\_\_\_\_

## TECHNICAL AND FINANCIAL MANDATORY REQUIREMENTS SHEET

Please include a response to the following.

1. Please provide your United Nations Global Marketplace (UNGM) registration number \_\_\_\_\_

If your company has not yet registered through the UNGM, please submit an application through the UNGM website at <http://www.ungm.org> under <http://www.ungm.org/Registration/RegisterSupplier.aspx>.

Instructions are provided on the site.

## QUALITATIVE PROPOSAL SHEET

**Please provide response to the following in your proposal together with any other information deemed relevant.**

1. Advise the number of years that your company has of production and delivery of the offered product(s).
2. For manufacturers with less than 3 years of experience as a supplier to UNICEF, please provide a full customer reference list, delivery report and delivery performance report for the minimum period of the past 3 years. Advise of the reasons for delays in deliveries and frequency, as well as measures taken to resolve the delays.
3. Provide organizational charts and names of the responsible persons within each following department: Production, Quality, Governmental Affairs, Shipping/Logistics, Sales and Marketing, specifying the name(s) of the person(s) who will be the primary contact for UNICEF.
4. Provide a list of the names of regulatory bodies where your products are registered as well as original date of registration.
5. Given that UNICEF has requested prices that are affordable to the poorest country governments and donors please indicate factors influencing your price setting.
6. Please include in your proposal your total annual production capacities for bulk and final filled product. If the bulk is not produced by the Proposer, please advise of source of bulk, and evidence of contractual access to bulk.
7. Please confirm the shelf life of the product at time of production and the estimated remaining shelf life at time of release by the NRA.
8. Please provide the Technical Specification for the product offered.
9. Any other information deemed relevant for the evaluation of the proposal.

**QUANTITATIVE PROPOSAL SHEET**

**Polyvalent Snake Antivenom immunoglobulin, 10 ml**

In compliance with terms and conditions of this Request for Proposal and all sections hereto, the undersigned offers the supply of Snake Antivenom in quantities, at prices and within the number of days indicated below:

<p><b>Polyvalent Snake Antivenom immunoglobulin, 10 ml</b></p> <p><b>UNICEF Demand for 1,000 vials of Polyvalent Snake Antivenom immunoglobulin, 10 ml to Zimbabwe</b></p> <p><b>Please provide delivery schedule.</b></p>			
Number of vials offered	Unit Price per vial FCA Int'l airport (USD)	Conditions/ Discounts*	Total Amount (USD)

\* Please indicate in the column "conditions/discounts" with check mark if there are any conditions/discounts associated with the price offered in your proposal. Please outline the details of the conditions/discounts below:

INCOTERMS (2010) FCA Nearest International Airport (Name Airport): \_\_\_\_\_

Total production capacity: \_\_\_\_\_

Normal shelf life at time of shipment: \_\_\_\_\_

Product presentation: \_\_\_\_\_

Delivery preparation lead time required for preparation of delivery (administration of order, packing, markings, etc.) for any order within above-mentioned schedule: \_\_\_\_\_ days.

Country of Origin: \_\_\_\_\_

Additional comments:

**PACKING DETAILS SHEET**

The Proposer is requested to provide UNICEF with packing details for each product offered using this SHEET.

**A. Name of Product:** \_\_\_\_\_

**B. Please advise if this product is packed using ice packs or dry ice. If the product is packed using dry ice, please advise of any plans to change to packing with ice packs. Also, please advise of any effect this would have on quantity, weight and dimension.**

**C. Please specify type of Time Temperature Monitoring Device:** \_\_\_\_\_

**D. Standard EXPORT Packing Dimensions and Weight:**

Total no. of Doses per EXPORT Packing: \_\_\_\_\_

Total no. of Vials per EXPORT Packing: \_\_\_\_\_

Dimensions: Length: \_\_\_\_\_

Width: \_\_\_\_\_

Height: \_\_\_\_\_

Gross Weight: \_\_\_\_\_

Net Weight: \_\_\_\_\_

Number of inner cartons per EXPORT Packing: \_\_\_\_\_

**E. Standard INNER CARTON Packing Dimensions and Weight:**

Total no. of Doses per inner carton: \_\_\_\_\_

Total no. of Vials per inner carton: \_\_\_\_\_

Dimensions: Length: \_\_\_\_\_

Width: \_\_\_\_\_

Height: \_\_\_\_\_

Gross Weight: \_\_\_\_\_

Net Weight: \_\_\_\_\_

**COMMERCIAL TERMS SHEET**

In compliance with the Instructions to Proposers of this Invitation to Proposal and all sections hereto, the undersigned offers the supply of the product under the conditions and in quantities, at prices and within the number of days as indicated in the QUANTITATIVE PROPOSAL SHEET(S); and the undersigned accepts in full the TERMS and CONDITIONS.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Please indicate which of the following terms of payment are offered under this Proposal:

10 days 3.0% \_\_\_\_\_ 15 days 2.5% \_\_\_\_\_ 20 days 2.0% \_\_\_\_\_

30 days net \_\_\_\_\_ Other \_\_\_\_\_

Any requested EXCEPTIONS or CLARIFICATIONS are to be defined below (additional pages may be attached):