

REQUEST FOR PROPOSAL

RFP-DAN-2019-503100

22 October 2019

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

High Energy Biscuits, Supercereal, RUTF Biscuits and Emergency Food Rations

Offers should be sent by:

E-mail to : supplybid@unicef.org

Alternatively offers can be sent by:

**Fax to : +45 35 25 02 80 (secured fax)
Attention: Bid Section**

IMPORTANT - ESSENTIAL INFORMATION

The reference RFP-DAN-2019-503100 must be indicated in the offer in accordance with the instructions provided in this document. Offers must be sent separately and must not be included in packages containing samples.

Bid form and schedule(s) must be used when replying to this invitation. You are welcome to enclose your own specifications etc., if necessary.

Offers must be received at the above E-mail address/Fax number by latest 23:59 hours (Copenhagen time) on 25 November 2019. Offers received after the stipulated date and time will be invalidated.


It is important that you read all the provisions of the Bid, to ensure that you understand UNICEF's requirements and can submit an offer in compliance with them. Note that failure to provide compliant offers may result in invalidation of your bid.

THIS REQUEST FOR PROPOSAL HAS BEEN:

Prepared By:

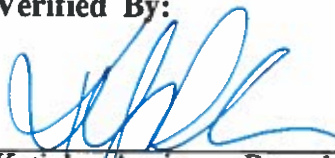
Seema Nielsen
(To be contacted for additional information, NOT FOR SENDING OFFERS)
Email : sjnielsen@unicef.org

Verified By:



Akthem Fourati *23.10.2019*

Abdallah Makhlof
Chief, Health Technology Centre

Verified By:


Katinka Aanjesen Rosenbom

Approved By:


Suvi Rautio

Suvi Rautio
Deputy Director - Supply Chain
Unicef Supply Division

BID FORM

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

TERMS AND CONDITIONS OF CONTRACT

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

INFORMATION

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

The Undersigned, having read the Terms and Conditions of INVITATION No. **RFP-DAN-2019- 503100** set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Signature: _____
Date: _____
Name & Title: _____
Company: _____
Postal Address: _____
Tel No: _____
Fax No: _____
E-mail Address: _____
Validity of Offer: _____
Currency of Offer: _____

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

10 Days 3.0% _____ 15 Days 2.5% _____ 20 Days 2.0% _____ 30 Days Net _____
Other Trade Discounts _____

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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SCHEDULE NO: 1 NUT

00010 S0000230 90000 Carton

General Description

Emergency Food Ration, 500g packs, 24 units per carton.

Technical Specifications

Ready-to-eat fortified and cereal based dry compressed food, 9 bars per pack of 500g, 24 packs per carton

To be eaten directly or as a porridge prepared by adding small amount of boiling water or boiling milk.

Each bar weighs minimum 55g.

Nutrition Content per 100 g

Energy value: min 440 kcal

Proteins: 12-16% of weight

Carbohydrates: 60-64% of weight

Fat: min 15g of weight

Trans fatty acids <2% of total fat As per 2019 EU guidance:

<https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32019R0649&from=EN>

Vitamins (minimum)

Vitamin A	0.47mg
Vitamin B1	0.52mg
Vitamin B2	0.8mg
Vitamin B6	0.87mg
Vitamin B12	1.3mcg
Vitamin C	40mg
Niacin	8mg
Vitamin D	4.3mcg
Vitamin E	7.0mg
Folic acid	130mcg
Ca-D-pantothenate	3.0mg
Biotin	62.5mcg

Minerals (typical values)

Calcium	600mg
Potassium	250mg
Magnesium	120mg
Chloride	60mg
Sodium	15mg
Iron	10mg
Phosphorous	600mg
Zinc	10mg
Copper	1mg
Selenium	25mcg
Iodine	100mcg

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Ingredients:

Baked wheat, vegetable fat, sugar, vegetable soya protein, malt, vitamins and minerals. Does not contain any ingredient of animal origin.

Standards and recommendations

Emergency Food rations must comply, except when specified otherwise in this contract, with the following guidelines or standards of Codex Alimentarius:

- Recommended International Code of Practice: General Principles of Food Hygiene CAC/RCP 1-1969 Rev 4 - 2003 including Annex #Hazard Analysis and Critical Control Point (HACCP) System and Guidelines for its application#.
- General principles for addition of essential nutrients to foods: CAC/GL 09-1987 (amended 1989, 1991), of the Codex Alimentarius.
- General principles for addition of essential nutrients to foods: CAC/GL 09-1987 (amended 1991), of the Codex Alimentarius.
- General standard for the labelling of pre-packed foods: CODEX STAN 1-1985

Raw material specifications:

- Wheat flour must conform to Codex STAN 152-1985.
 - Sugar must conform to Codex STAN 212-1999.
 - Shortening must be prepared from oil that conform to Codex STAN 210-1999, must be #free# from trans fatty acids and must contain only antioxidants that comply with Codex and relevant regulations.
 - Skimmed milk powder must conform to Codex STAN 207-1999. (It must also be accompanied by a #melamine-free# certificate.)
 - Maximum level aflatoxin M1: < 0.5 mcg/kg in milk (recommended methods ISO 14501/IDF 171:20071 or ISO 14674/IDF 190:20052).
 - Complete micronutrient premixes must be purchased from a UNICEF approved supplier addresses of premix suppliers are at : <http://foodqualityandsafety.wfp.org>.
- Other raw materials and additives (if used) must comply with Codex or relevant regulations.

Safety:

Listeria monocytogenes: neg/25g
 Salmonella: neg/25g
 Pathogenic Staphylococci: neg/g
 Standard plate count: <10000cfu/g
 Enterobacteriaceae: <10cfu/1g
 Escherichia coli: <10cfu/g
 Yeast and mould: <100cfu/g
 Aflatoxin M1: < 0.5 ppb (Reference method: AACC 45-16) or LC-MS/MS

Organoleptic (smell, taste, colour): Pleasant smell and palatable taste, typical colour.

Broken bars: Max 5.0 % broken (Reference method by weight: visual inspection)

GMO (only if required): Negative (< 0.9% of GMO material)

Pesticide residues: <10ppb

Acceptable levels of heavy metals:

Cadmium 0.064 ppm

Lead 0.107 ppm

Mercury 0.021 ppm

Tin 60.0 ppm

Transport and storage

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Store in a cool, dry place, away from direct sunlight.

Minimum Shelf life
5 years

Requirements for stability:

The supplier should conduct shelf life studies to confirm shelf-life as per Interagency Stability Study Requirements, Revision 7.

Packaging

Packed in a carton box containing 24 packs of 500g; each pack contains 9 bars wrapped in a polyethylene film.

Packaging must allow airdrop delivery.

Analytical requirements for Certificate of Analysis

A Certificate of Analysis is required for every batch supplied against UNICEF Supply Division Purchase Orders.

The principal tests listed below must be performed in order to check if the quality of EFR meets above requirements. Additional analyses shall be defined in case of further quality assessment.

List of compulsory tests for Certificate of Analysis and reference methods:

Moisture content: Max 4.5 % (Reference method: AOAC 18th ed.2006)

Energy: min 440kcal/100g (Reference method: by calculation).

Protein: 12-16 g/100 (Reference method: IS 7219: 1973 (Reaff:2005))

Fat: Min 15.0 g/100g (Reference method: AOAC 18th ed.2006)

Carbohydrates (diff.) 60 - 64g/100g (Reference method: by calculation)

Ash (total): Max 3.5 g/100g (Reference method: AOAC 18th ed.2006)

Vitamin C: >40mg/100g (Reference method: IS:5838-1970 (Reaff.2005))

One mineral tracer of choice

Microbiology

Standard plate count: Max 10,000 cfu per g

(Reference method: 3M Petrifilm Aerobic Count Plate AOAC® Official MethodsSM990.12)

Yeast and Moulds: <100cfu per g (Reference method: 3M Petrifilm Yeast and Mould AOAC® Official MethodsSM997.02)

Salmonella: neg/25g

Aflatoxin M1: <0.5ppb

PLEASE FILL IN THE REQUIRED BELOW

FCA main seaport/airport (Incoterms 2010):

Main port is

Main airport is

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Delivery Lead Time to point of delivery:.....

Item price & currency:.....
 (indicate price scale if relevant).....

Minimum order quantity (if relevant):.....

Monthly production capacity:.....

Product Shelf Life:.....

Supplier's product reference:.....

Manufacturing site :.....

Subcontracting party (if any):.....

Product HS Code:.....

PACKING INFORMATION BY UNIT OF MEASUREMENT:

- DIMENSION (in cm): ___ X ___ X ___ cm
- WEIGHT (in kg): ___ kg
- VOLUME (in cbm): ___ cbm

00020

U239980

300000 each

1. General Description:

High Energy Biscuits (HEB) are biscuits high in energy and protein and supplemented with a premix of vitamins and minerals.

2. Intended use:

HEB are intended for general food distribution, school feeding and use in emergencies. This ready to eat food is used to cover urgent needs in the acute phase of an emergency during which population is not able to cook due to a lack of access to basic facilities (clean water, cooking equipment, etc.). Their use is also extended to a complement food ration (such as snacks) to provide vitamins and minerals in regions/population where diet is subject

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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to nutritional deficiencies. HEB can also be used to prevent micronutrient deficiency in young and school age children.

3. Target population:

General population and school aged children in an emergency context.

4. Technical Specifications:

Nutritional composition per 100g of product:

Moisture content: 4.5% maximum

Nutritional value: it shall contain the following nutritional value per 100g dry matter:

Energy: 450 kcal minimum

Protein: 10.0-15.0g (N x 6.25)

Fat: 15.0g minimum

Sugar (total): 10.0-15.0g

Fiber (crude): 2.3g maximum

Ash (total): 3.5g maximum

Vitamin and Mineral content per 100g finished product:

Vitamin A as Retinol: 213-288mcg as palmitate/acetate CWS

Vitamin B1: 0.43-0.58mg as thiamine mononitrate

Vitamin B2: 0.6-0.8mg as riboflavin

Niacin: 5--7mg as nicotinamide

Pantothenic acid: 2.6-3.5mg as calcium d-pantothenate

Vitamin B6: 0.9-1.1mg as pyridoxine hydrochloride

Folic acid: 68-92mcg as folic acid

Vitamin B12: 0.6 - 3.3mcg as cyanocobalamin

Vitamin C: 17-23 mg as ascorbic acid

Vitamin D: 1.6-2.2mcg as cholecalciferol CWS

Vitamin E: 4.3-5.6mg as alpha or dl- tocopherol CWS

Calcium: 213-288mg as calcium carbonate

Magnesium: 128-173mg as magnesium oxide

Iron: 9.4-12.7 mg as ferrous fumarate

Iodine: 63.8-86.3mcg as potassium iodate

Note: Variable levels of micronutrients (i.e. iron, zinc, calcium etc.) are naturally present in raw materials may lead variable of micronutrients in finished product. The product should meet UNICEF's specification for all parameters through-out the shelf-life.

International Standards:

High Energy Biscuits shall comply, except when specified otherwise in this long term agreement (LTA), with the following guidelines or standards of Codex Alimentarius:

- Guidelines on Formulated Supplementary Foods for Older Infants and Young Children, CAC/GL 08-1991 of the Codex Alimentarius.
http://www.fao.org/input/download/standards/298/CXG_008e.pdf
- Code of Hygienic Practice for Low Moisture Foods CAC/RCP 66 - 2008 of the Codex Alimentarius; http://www.fao.org/input/download/standards/13921/CXP_075e_2015.pdf
- Recommended International Code of Practice: General Principles of Food Hygiene CAC/RCP 1-1969 Rev 4 - 2003 including Annex Hazard Analysis and Critical Control Point (HACCP) System and Guidelines for its application.
<https://www.mhlw.go.jp/english/topics/importedfoods/guideline/dl/04.pdf>
- General principles for addition of essential nutrients to foods: CAC/GL 09-1987 (amended 1989, 1991), of the Codex Alimentarius.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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http://www.fao.org/input/download/standards/299/CXG_009e_2015.pdf

5.Processing:

Requirements to Raw materials:

HEB shall be manufactured from fresh and high-quality raw materials, HEB shall be free from foreign materials and substances which represent a hazard to health. HEB shall be free from excessive moisture, insect damage and fungal contamination and shall comply with all relevant national food laws and standards.

The product formulation shall be based on supplier experience and must include:

- Dry Skimmed Milk: Min. 4.0 g/100g of HEB to ensure the quality protein
- Added Sugar: Max.15 g/100g of biscuit

Standards for raw materials:

- Wheat flour: Codex STAN 152-1985.

http://www.fao.org/input/download/standards/50/CXS_152e.pdf

- Soy flour/soy protein: Codex STAN 171-1989 (for soy) or Codex STAN 175-1989 (for soy protein). http://www.fao.org/input/download/standards/56/CXS_171e.pdf and http://www.fao.org/input/download/standards/325/CXS_175e.pdf

- Sugar: to Codex STAN 212-1999.

http://www.fao.org/input/download/standards/338/CXS_212e_u.pdf

- Skimmed milk powder: Codex STAN 207-1999

http://www.fao.org/input/download/standards/333/CXS_207e.pdf

- Shortening must be prepared from oil that conform to Codex STAN 210-1999, must be controlled for trans fatty acids according to national or international standards and must contain only antioxidants that comply with Codex and relevant regulations.

https://mvo.nl/media/voedselveiligheid/codex_standard_named_vegetable_oils.pdf

- Other raw materials need to comply with Codex or relevant regulations.

Raw materials shall be stored under dry, ventilated and hygienic conditions. Only safe insecticides (i.e. phosphine) may be used for fumigation control. Where needed, fumigation shall be performed by certified operators.

Notes:

Milk and milk powder: determination of aflatoxin M1 content, clean up by immune-affinity chromatography and determination by HPLC.

Milk and milk powder: determination of aflatoxin M1 content, clean up by immune-affinity chromatography and determination by Thin Layer Chromatography.

Requirements to additives:

- Lecithin shall be in proportion as specified in the Codex STAN 074-1981.

http://www.fao.org/input/download/standards/290/cxs_074e.pdf

- Raising (SODA) agent as specified in the Codex STAN 074-1981, the maximal value is determined by the GMP principles.

- Artificial flavoring agents are not allowed except ethyl vanillin and vanillin: 7mg/100g.

- Other additives must comply with Codex STAN 192-1995 and Codex STAN 074-1981.

http://www.fao.org/gsfonline/docs/CXS_192e.pdf AND

http://www.fao.org/input/download/standards/290/cxs_074e.pdf

Vitamins and mineral premix:

HEB shall include a premix consisting of the vitamins and minerals described on the product specification.

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The mineral and vitamin premix(es) cannot be produced by the HEB manufacturer itself and must be supplied only from suitably qualified premix facilities. Suppliers should implement an effective food safety and quality management system for the premix, including supplier approval and premix quality control.

A list of suppliers of sources of premix is available at: <http://gpf.gainhealth.org/suppliers/current-suppliers>, however, not all of these suppliers are approved by UNICEF. HEB suppliers must validate their premix supplier to ensure the quality of the premix facility on its own merit.

Vitamin and mineral forms used must be soluble and easily absorbed. The added minerals should be water-soluble and should not form insoluble components when mixed together.

Additionally, the premix shall:

- Be delivered to the processor of HEB with a complete Certificate of Analysis.
- Be stored as recommended by premix manufacturers.

See Annex 1 for a reference table of premix fortification.

Homogeneity of micronutrients:

Theoretical calculations indicate that a mixing system with a Coefficient of Variation of 10% using iron/vitamin A as the indicator element, will enable product to meet the above variation target on 95%, provided that all conditions of mixing are rigorously applied. The guide for these calculations is showed at <http://foodqualityandsafety.wfp.org>

6. Food safety and risk assessment at manufacturing premises:

For compliance with Codex standards the processor must be able to demonstrate by principle and practice the adoption, implementation and recording of:

- Good Manufacturing Practices
- Hazard Analysis Critical Control Point program

The manufacturer must be registered under national food law as a processor of foods for human consumption.

6.1 Hygiene:

It is recommended that the products covered by the provisions of this standard be prepared and handled in accordance with the appropriate sections of the Recommended International Code of Practice # General Principles of Food Hygiene (CAC/RCP 1-1969), and other Codes of Practice recommended by the Codex Alimentarius Commission which are relevant to these products.

The product should comply with any microbiological criteria established in accordance with the Principles for the Establishment and application of microbiological Criteria for Foods (CAC/GL 21-1997)

To the extent possible in good manufacturing practice, the products shall be free from objectionable matter. When tested by appropriate methods of sampling and examination, the products:

- shall be free from micro-organisms in amounts which may represent a hazard to health;
- shall be free from parasites which may represent a hazard to health; and
- shall not contain any substance originating from micro-organisms in amounts which may represent a hazard to health.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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6.2 Microbiology:

The following levels of microbiological contamination in the finished product shall not be exceeded:

Microorganisms acceptable limits:

Standard plate count: Max 10,000cfu per g

Mesophyllic aerobic bacteria: Max 10,000cfu per g

Coliforms: Max 10cfu per g

Escherichia coli: Absent in 10g

Salmonella: Absent in 25g

Staphylococcus aureus: <10cfu per g

Bacillus cereus: Max 10cfu per g

Enterobacter sakazakii: Absent in 10g

Yeasts and moulds: Max 100cfu per g

Additional Requirements

Organoleptic: HEB shall have a pleasant smell and palatable taste.

Broken biscuits: not be more than 5.0% (by weight).

Weight: one biscuit should weigh between 5g and 10g.

Peroxide value: shall not be above 10 meq/kg fat.

Shelf life: 12 months minimum, 24 months preferred.

Shelf life is from date of manufacture when stored dry at ambient temperatures prevalent in the country of destination, protected from direct sunlight.

7. Control of contaminants:

HEB shall be free from objectionable matter; shall not contain any substances originating from micro-organisms or any other poisonous or deleterious substances, heavy metals or pesticide residues, in amounts which may represent a hazard to health.

Manufacturers should control for contaminants with their finished goods testing program, including a full list of contaminant testing at least once per year.

Mycotoxins:

The product shall comply with those maximum mycotoxin limits established by the Codex Alimentarius Commission for this commodity. The maximum level of aflatoxin M1:

Aflatoxin M1 :< 0.5 ppb, as per reference CODEX STAN 193-1995

Heavy Metals:

The product shall be free from heavy metals in amounts which may represent a hazard to health.

Arsenic (As): <0.10ppm

Cadmium (Cd): <0.10ppm

Lead (Pb): <0.02ppm

Mercury (Hg): <0.20ppm

Pesticide residues:

The product shall comply with those maximum residue limits established by the Codex Alimentarius Commission for this commodity.

The product shall be prepared with special care under good manufacturing practices, so that residues of those pesticides which may be required in the production, storage or processing of the raw materials or the finished food ingredient do not remain, or, if technically unavoidable, are reduced to the maximum extent possible.

These measures shall consider the specific nature of the products concerned and the specific population group for which they are intended.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Carbamate: <10ppb
 Organochlorine: <10ppb
 Organophosphorus: <10ppb
 Pyrethroid: < 10ppb

Other contaminants:

Free from radioactivity

Free from Genetically Modified Organisms (GMO) (if required by the recipient country).

Suppliers shall have to check the quality of their product and guarantee that HEB is fit for human consumption.

Melamine: max 2.5mg/kg, as per applicable reference COMMISSION REGULATION (EU) No 594/2012 of 5 July 2012 amending Regulation (EC) 1881/2006

https://www.fsai.ie/uploadedFiles/Reg594_2012.pdf

Acrylamide: Levels should be managed as per COMMISSION REGULATION (EU) 2017/2158 with a reference level of max 350 mcg/kg of finished product.

8. Packaging:

8.1 Primary packaging:

HEB shall be packaged in food-grade flexible sachets, hermetically sealed and robust enough to withstand multiple handling & transport and protect the product throughout its shelf life. Sachet material shall not represent a hazard for infants and young children when sachets are opened and put in contact with the mouth.

Each single unit package must contain from 50 to 100 grams of biscuits or as per otherwise specified in the LTA. Weight and quantity tolerance must meet the International Organization of Legal Metrology International Recommendation OIML R 874.

It is the responsibility of the manufacturers to select a packaging material that will protect the HEBs from moisture as well as from vitamin and fat degradation throughout their shelf life.

Sachets shall be:

- Food grade materials compliant with the last amendments of national regulations in the country of production
- Biscuits should be packed in protective packaging suitable to maintain 24 months shelf life. For example, metalized laminate OPP 20micron/PR 3C/DRY/VMCPP 25micron packages.
- Optimized shape to avoid space loss in the sachets and cartons
- Properly sealed (test example: ASTM F2338 # 09, ASTM D3078 # 02 or equivalent)
- The sachets must be placed in an appropriate way in the carton box during the packing process to avoid packaging & product damage.
- The laminate must include a high barrier layer to highly reduce permeability of oxygen and water vapor. The minimum requirements are:

WVTR <0.05 g/m².day (38°C/90% RH) (ASTM F1249-06 or equivalent)

OTR < 0.05 cc/m².day (23°C/50% RH) (ASTM D-3985 or equivalent)

- Reverse printing is mandatory

Typically, a laminate composed of (PET or OPP) + (alu 7) + (PP) (total typical thickness 62mic +/-3) or equivalent can be used.

8.2 Secondary packaging:

Individual packages shall be packed in strong cardboard cartons suitable for multiple handling. N.B. About 15-20 bags of silica gel of at least 1g each should be placed in each container to absorb moisture. In addition, craft paper should be laid to all sides of the container.

A full cardboard should weight approximately 10 Kg.

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Cardboard strength requirements : preferably tested by compression test.

Individual packages shall be packed in a strong cardboard and cartons should be suitable for multiple handling.

As a guidance, cartons shall be:

- # New, manufactured from well-constructed double walled corrugated board
- # With an edge crush resistance of 60ECT = 60 lbs/in eq 11 kN/m (ISO 3037) and a specific weight of 700 to 1000 grams per square meter
- # Fully filled for maximum strength
- # The fluting must be vertical, supporting the load
- # The carton should be plain brown
- # Dimensions adjusted to the load
- # No stapling will be accepted

9. Labelling:

The labelling of the product covered by the provision of this specification shall comply with CODEX STAN 1- 1985. http://www.fao.org/input/download/standards/32/CXS_001e.pdf

Primary labelling:

Primary labeling shall include the following information in English, French and Arabic (labelling in local languages might also be required):

List of ingredients in descending order and declaration of allergens

Product name #High Energy Biscuits#

Nutritional value per 100 g.

Manufacturing date (month/year)

Best before date (month/year)

Nutritional information per 100g

This product contains no lard

Not for sale

Additional marking as per LTA agreement

Net weight

Best before end: month + year

Production lot/batch

Country of origin

Name and address of the supplier

Secondary labeling:

Cartons shall be marked in English, French and Arabic (labelling in local languages might also be required) with the following information in letters measuring 1.0 to 1.5cm on the cartons:

Net weight and gross weight (total net weight of all primary packages in the carton)

Month and year of production

Full name or code of the production enterprise

Ingredients, nutritional information

Best before end: month + year

Production lot/batch

Country of origin

Name and address of the supplier Additional marking is as per LTA agreement.

Additional marking as per LTA agreement.

10. Storage:

The product must be stored under dry, ventilated and hygienic conditions away from direct

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sunlight and far from all source of contaminations. Ideally, the product should be best stored up to 30°C.

11. Shelf life and stability:

Unless stated otherwise in the LTA, the HEBs must have a minimum 12-month shelf-life (preferably 24 months shelf life) when stored in temperatures up to 30°C. The supplier should conduct shelf life studies to confirm shelf-life as per Interagency Stability Study Requirements Revision 7. As a minimum, parameters to examine include: sensory, moisture, water activity of the finished product, lipid stability (peroxide and anisidine values), Vitamin A, and packaging performance.

Notes:

Given that the potential supplier will have the flexibility to work on continuous improvement with UNICEF and other technical partners, lower shelf-life, but not less than 12-month will be accepted, provided that such shelf-life has been the result of changes in the formula and packaging as instructed and agreed upon with the agency.

12. Analytical requirements:

The manufacturer should conduct a complete analysis of the finished product to verify that the finished product is manufactured in a homogeneous and consistent content. ALL parameters included in this specification sheet should be tested at least once a year.

Analytical CoA Requirements per Batch

A Certificate of Analysis (CoA) should be issued and forwarded prior to each shipment or order collection for each batch provided. This certificate must mention the laboratory name, methods of analysis, laboratory variability ranges for each nutrient, specifications and targets for all the criteria below, to be applied to the finished product after primary packaging or anytime thereafter up to the point when the primary packaging is opened. The batch cannot be released if there is a failure to meet the following criteria:

Table 1: List of compulsory tests and reference method for statements and CoA requirements per batch:

No Tests	Requirements	Reference method (or equivalent, latest version)
1	Moisture content	Max 4.5 % AOAC 925.10, 2002
2	Organoleptic (smell, taste, color)	Typical color, Pleasant smell and palatable taste. Sensory
3	Broken biscuits	Max. 5.0 % broken (by weight) Visual inspection
4	Protein	10-15g/100g AOAC 981.10
5	Fat	Min. 15.0 g/100g AOAC 963.15, 2000
6	Sugar (total)	10.0-15.0 g/100g AOAC 920.189
7	Crude fibre	Max. 2.3 g/100g AOAC 962.09
8	Ash (total)	Max. 3.5 g/100g ISO 2171.2000
9	Aflatoxin M1	< 0.5 ppb AACC 45-16
10	Peroxide value	Max. 10 meq/kg fat6 AOAC 965.33
11	Vitamin A-Retinol	500 # 850 mcg/100g AOAC 960.45
12	Iron	Min. 10 mg/100g AOAC 945.40
13	Aerobic mesophilic bacteria	Max. 10,000 cfu/g ICC No 125 AACC 42-11
14	Coliforms	Max. 10 cfu/g AOAC 2005.03
15	Escherichia coli	Absent in 10 g AOAC 991.14
16	Salmonella	Absent in 25 g AACC 42-25B
17	Staphylococcus aureus	<10 cfu/g AACC 42-30B

Item No	Item Description	Quantity/Unit	Unit Price	Amount
18	Bacillus cereus Max.	10 cfu/g	AOAC 980.31	
19	Yeasts and moulds Max.	100 cfu/g	ICC No 146	
19	GMO cereal (Only if required) < 0.9 % of GMO material in total cereal DNA Quantitative PCR ISO 21570			

ANNEX 1. Reference table of premix fortification:

As an example, the manufacturer can use the below reference table for fortification to provide the following net micronutrient supplement per 100g of biscuit (Table 1). The premix addition rate for this example is approximately 6.0 kg/MT of finished product.

*Note: The column for added nutrient means added micronutrient premix, the variable amount is taking consideration of some losses (process, storage) and the higher valued on the labelling column takes consideration of inherent contribution from raw materials on top of premix added.

Table 1: Premix requirement and chemical forms

Micronutrient

Unit

Chemical Form Added Nutrients per 100g HEB Labelling for HEB2.0 per 100g

Vitamin A

mcg Dry Vitamin A Palmitate Cold Water Dispersible Stabilized Beadlet as alternatives options

824.6

500

Thiamine (B1) mg Thiamine Mononitrate 1 0.9

Riboflavin (B2) mg Riboflavin 1.2 0.9

Niacin (B3) mg Niacin (As Nicotinamide) 5.9 8

Pantothenic acid mg Calcium D-Pantothenate 4.9 4

Pyridoxine (B6) mg Pyridoxin hydrochloride 1.1 1

Folic acid (B9) mcg Folic acid 243.6180

Vitamin B12 mcg Vitamin B12 0.1% or 1% Spray dried 2.2 1.8

Biotin (B7) mcg Biotin 1% 20.7 20

Vitamin D mcg Dry Vitamin D3 100 Water dispersible stabilized (Beadlet can also be used) 105

Vitamin E aTE

mg Dry Vitamin E acetate 50% Water dispersible 7.4 7

Calcium

mg Calcium Carbonate; Calcium Phosphate (check P level if the latter is used

174.1

250

Iron mg (5%

bioavailability) mg 5.6mg from Ferric pyrophosphate and

3mg from Sodium EDTA, or Ferrous sulphate or Ferrous fumarate 8.6 10

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	Zinc mg Zinc sulphate	5.7 8		
	Iodinemcg Potassium iodate	147.7120		
	Phosphorus mg Calcium Phosphate	46.9 167		

Note: Variable levels of micronutrients (i.e. iron, zinc, calcium etc.) naturally present in raw materials may lead variable of micronutrients in finished product. The product shall meet UNICEF#s specification for all parameters through-out the shelf-life.

PLEASE FILL IN THE REQUIRED BELOW

FCA main seaport/airport (Incoterms 2010):

Main port is

Main airport is

Delivery Lead Time to point of delivery:.....

Item price & currency:.....
 (indicate price scale if relevant).....

Minimum order quantity (if relevant):.....

Monthly production capacity:.....

Product Shelf Life:.....

Supplier's product reference:.....

Manufacturing site :.....

Subcontracting party (if any):.....

Product HS Code:.....

PACKING INFORMATION BY UNIT OF MEASUREMENT:

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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- DIMENSION (in cm): ____ X ____ X ____ cm
- WEIGHT (in kg): ____ kg
- VOLUME (in cbm): ____ cbm

00030 S0000294 200000 Bag

General Description:

Supercereal (CSB+) with 10% sugar is a pre-cooked blend, packed in 25kg bags. Bags used to prepare a formulated supplementary food in form of a porridge or gruel suitable for children over 2 years and adults.

Supercereal (CSB+) with 10% sugar mainly consists of heat treated maize and soya beans, sugar, vitamins and minerals.

Technical Specifications:

Formula

Ingredients % by weight

- Maize: 64.30
- Whole soya beans: 24.00
- Sugar: 10.00
- Vitamin/Mineral FBF-V-13: 0.20
- Dicalcium Phosphate anhydrous: 1.23
- Potassium chloride: 0.27

Moisture: 10.0% maximum

Nutritional value per 100 g. dry finished product:

It shall contain not less than the following nutritional value per 100g dry product:

- Energy 380 kcal minimum
- Protein 14.0 % (N x 6.25) minimum
- Fat 6.0 % minimum
- Crude fibre 3.8 % maximum
- Ash: 4.1 % maximum

To ensure that the nutritional targets for protein and fat are met, the processor should check the fat and protein content of soya and if necessary, adjust the ratio of maize to soya in the formulation.

Vitamins and mineral content per 100 g dry matter of finished product:

- Vitamin A: 3460 IU (as dry Vitamin A Palmitate 250 Cold Water Dispersible Stabilized)
- Vitamin D3: 441.6 IU (as Dry Vitamin D3 100 Water Dispersible Stabilized)
- Vitamin E: TE 8.3 mg (as dry Vitamin E Acetate 50% Water Dispersible)
- Vitamin K1: 30 µg (as dry Vitamin K1 5% Water Dispersible)
- Vitamin B1: 0.2 mg (as Thiamine mononitrate)
- Vitamin B2: 1.4 mg (as vitamin B2 fine powder)

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	Vitamin B6: 1 mg (as pyridoxine hydrochloride)			
	Vitamin C: 90 mg (as Ascorbic acid)			
	Pantothenic acid: 1.6 mg (as Calcium D Panthotenate)			
	Folate, (DFE): 110 µg (as Folic acid*)			
	Niacin: 8 mg (as Niacinamide)			
	Vitamin B12: 2 µg (as Vitamin B12 0.1% or 1% Spray Dried)			
	Biotin: 8.2 µg (as Biotin 1%)			
	Iodine: 40 µg (as Potassium Iodide*)			
	Iron: (a) 4 mg (as Ferrous fumarate fine powder)			
	Iron: (b) 2.5 mg (as Iron-sodium EDTA)			
	Zinc: 5 mg (as Zinc Sulphate Monohydrate)			
	Carrier: Corn maltodextrin			

* Adequate dilution must be used in order to guarantee premix homogeneity

Other minerals:

- Potassium: 140 mg (as Potassium Chloride with 0.5% silicon dioxide as anticaking agent, compliant with food chemical Codex, min 90% < 425 micron and min 60% < 250 micron)
- Calcium: 362 mg and Phosphorus: 280 mg (as Dicalcium Phosphate Anhydrous, compliant with food chemical codex, min 95% < 250 micron, total aerobic viable count < 1000 CFU/g, yeast < 10 CFU/g, mould < 100 CFU/g, and enterobacteria negative in 1 g.)

Note: Variable levels of micronutrients (i.e iron, zinc, etc.) naturally present in maize and soy may lead to variable amount of micronutrients in finished product.

Characteristics of the finished blend:

It shall be of a uniform fine texture with the following particle distribution:
 95% shall pass through a 600 micron sieve;
 100% shall pass through a 1000 micron sieve.

Organoleptic characteristics:

Taste:

It shall have a pleasant smell and palatable taste, suitable for young children. Taste deviations such as an off taste or a bitter taste making the product unsuitable or unusable by the final consumer are not acceptable.

Additional Product Specifications:

Peroxide value: max 10.0 meq/kg fat.

Dispersibility:

It shall be free from lumping or balling when mixed with water of ambient temperature.

Cooking time:

It shall be suitable for young children and adults after a cooking at simmering point for a minimum of five minutes and a maximum of ten minutes.

Consistency / Viscosity of porridge:

Bostwick test: min 55 / max 110 mm per 30 sec at 45C and at the proposed preparation dosage (i.e. 20g of product plus 150g water after cooking at simmering point for five minutes).

Anti-nutrients:

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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The urease index of Supercereal (CSB+) with 10% sugar should be between 0.01 and 0.2 pH units.

Shelf-life:

12 months.

Standards and recommendations

Supercereal (CSB+) with 10% sugar shall comply, in terms of raw materials, composition or manufacture, except when specified otherwise in the contract, with the following guidelines or standards of Codex Alimentarius:

- Guidelines on Formulated Supplementary Foods for Older Infants and Young Children CAC/GL 08-1991.
- General principles for addition of essential nutrients to foods: CAC/GL 09-1987 (amended 1989, 1991).
- Code of Hygienic Practice for Foods for Infants and Children CAC/RCP 66 # 2008.
- Recommended International Code of Practice: General Principles of Food Hygiene CAC/RCP 1-1969 Rev 4 - 2003 including Annex #Hazard Analysis and Critical Control Point (HACCP) System and Guidelines for its application#.
- General principles for addition of essential nutrients to foods: CAC/GL 09-1987 (amended 1989, 1991), of the Codex Alimentarius.

Raw Materials

Main ingredients

Supercereal (CSB+) with 10% sugar shall be manufactured from fresh maize grain and soy beans of good quality, free from foreign materials, substances hazardous to health, excessive moisture, insect damage and fungal contamination and shall comply with all relevant national food laws and standards.

The ingredients must be stored under dry, ventilated and hygienic conditions.

Only safe insecticides may be used for storage.

Sugar, dried milk powder and soya bean oil shall be of optimal food quality and meet the Codex standards for these commodities. Requirements for the raw materials are:

Maize:

Conform to Codex STAN 153-1985.

Be tested for aflatoxin (recommended method AACC 45-05 or AOAC 26.049 / 1984).

Be obtained from non-genetically modified varieties (if required by the contract).

Soya beans:

Conform to Codex STAN 171-1989 (Rev.1-1995).

Be obtained from non-genetically modified varieties (if required by the contract).

Maize and soya beans must be stored under dry, ventilated and hygienic conditions. Only safe insecticides (i.e. phosphine) may be used for fumigation control. Where needed, fumigation must be performed by certified operators.

Sugar:

Conform to Codex STAN 212-1999. To meet particle size specification 100% through a 1000 microns screen, 95% through a 600 micron screen.

Vitamins and minerals

Complete mineral and vitamin premix can not be produced by the Supercereal manufacturer itself and shall be supplied only from a restricted list of authorized suppliers of premix List of

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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authorised sources of premix established and updated by the World Food Programme (WFP), available at:
http://documents.wfp.org/stellent/groups/public/documents/manual_guide_proced/wfp251174.pdf
 :

Micronutrient premixes are used at the following rate per metric ton of finished product:

- # 2.0 kg of vitamin premix
- # 12.3 kg of Dicalcium Phosphate Anhydrous.
- # 2.7 kg of Potassium chloride.

Requirements Potassium chloride and Dicalcium Phosphate Anhydrous are:

- # Must meet at least food chemical codex.
- # Particle size for Potassium chloride min 60% < 250 #m (microns).
- # Dicalcium Phosphate Anhydrous, compliant with food chemical codex, min 95% < 250 micron, total aerobic viable count < 1000 CFU/g, yeast < 10 CFU/g, mould < 100 CFU/g, and enterobacteria negative in 1 g

Supercereal + with 10% sugar suppliers can also contact Premix Facility of The Global Alliance for Improved Nutrition (GAIN) to order micronutrient premixes.

Visit www.gainhealth.org/gp

Or contact: premixfacility@gainhealth.org.

Micronutrient premixes must be delivered to the finished product with a complete Certificate of Analysis as well as a Proof of purchase of premixes/s. The two documents must be presented with other documents for payment.

Micronutrient premixes must be stored in a dry, cool and clean place where the temperature is a maximum of 25 Celsius degree.

Care must be taken during manufacturing to ensure these storage requirements are maintained and that any un-used portion of the micronutrient powder is protected from air, light, heat and moisture.

Homogeneity of micronutrients

Theoretical calculations indicate that a mixing system with a Coefficient of Variation of 10% using iron as the indicator element, will enable product to meet the above variation target on 95%, provided that all conditions of mixing are rigorously applied. To conduct these calculations see the WFP handbook: Fortified Blended Food- Good Manufacturing Practice and HACCP and fortification guide in <http://foodqualityandsafety.wfp.org>

Processing instructions:

The production process shall be in accordance with the 'Code of Hygienic Practice for Foods for Infants and Children' and 'Code of Sound Manufacturing Practices' of the Codex Alimentarius (Volume 4, Second Edition, FAO Rome 1994).

General process guidelines can be found in WFP handbook: Fortified Blended Food # Good Manufacturing Practice and HACCP Principles; available on <http://foodqualityandsafety.wfp.org>

Supercereal (CSB+) with 10% sugar shall be processed as a partially pre-cooked food under conditions which permit improvements in the digestibility of starches and proteins and in particular the de-activation of trypsin inhibitors in soya as indicated by the urease test. Preferred heat treatments include extrusion or roasting.

Extrusion:

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	<p>Cleaned cereals and pulses/oilseeds/soya beans are mixed in the correct amount, gritted and precooked through extrusion at a temperature not exceeding 160°C. The extrusion product is cooled to ambient temperature immediately after extrusion and milled into a fine flour.</p> <p><u>Roasting/milling:</u> Cereals and pulses/oilseeds/soya beans are separately roasted at a temperature not exceeding 180°C (recommended: cereals 10 min. at 140°C; pulses/oilseeds/soya beans 15 min. at 170°C). The roasted products are cooled to ambient temperature immediately after roasting, mixed in the correct amount and milled into a fine flour. Subsequently the flour is homogeneously mixed with the vitamin/mineral supplement and (if applicable) sugar and/or oil.</p> <p>Homogeneity of micronutrients Theoretical calculations indicate that a mixing system with a Coefficient of Variation of 10% using iron as the indicator element, will enable product to meet the above variation target on 95%, provided that all conditions of mixing are rigorously applied. WFP handbook provides guidance how to conduct these calculations: Fortified Blended Food- Good Manufacturing Practice and HACCP Principles and fortification guide: http://foodqualityandsafety.wfp.org</p> <p><u>Variation in nutrient specification:</u> The variation of the final product with respect to contents of protein and fat shall not exceed minus five percent of the specified value using standard analytical techniques. The moisture and crude fibre should not exceed five percent of the specified values. Products not meeting this requirement are liable for rejection.</p> <p><u>Safety:</u> Super cereal with 10% sugar shall be free from objectionable matter. It shall not contain any substances originating from microorganisms, or any other poisonous or deleterious substances like heavy metals or pesticide residues, in amounts which may represent a hazard to health. - Heavy metals: below levels specified in Codex Stan 193-1995, Pb max 20 ppb and Cd max 100 ppb. - Permitted levels of tropane alkaloids to be a maximum of 0.016 µg /Kg of bodyweight as established by the European Food Safety Authority (EFSA) to be the acute reference dose (ARfD) for atropine and scopolamine. https://efsa.onlinelibrary.wiley.com/doi/epdf/10.2903/j.efsa.2013.3386</p> <p><u>Microbiological and mycotoxin safety limits:</u></p> <p>Mesophilic aerobic bacteria: 100,000 cfu per g Coliforms: 100 cfu per g Salmonella: 0 cfu per 25g Escherichia Coli: <10 cfu per g Staphylococcus aureus: <10 cfu per g Bacillus cereus: 50 cfu per g Yeasts and moulds: 1,000 cfu per g</p> <p>Aflatoxin (Total): 5 ppb, maximum (total of B1, B2, G1, G2). Deoxynivalenol (DON): 0.2 mg/kg maximum.</p> <p>Requirements for stability:</p>			

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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The supplier should conduct shelf life studies to confirm shelf-life as per Interagency Stability Study Requirements, Revision 7.

Packaging:

Super cereal with 10 % sugar shall preferably be packed in new uniform strong polypropylene bags of a net content of 10 kg, fit for export and multiple handing. All bags have separate plastic inner lining of 75 microns. Polypropylene bags, the outer bag must have a heat cut mouth to prevent fibrillation and have sewn single folder bottom. Bag size: 50 cm x 75 cm, tare about 110g each. Bags made of woven PP are to be given special food grade #ultraviolet# treatment. Construction of fabric must be solid to sustain harsh handling. The inner liner should be heat sealed and outer bags double stitched.

Labelling:

The label of the product should contain the following information:

- Name of the product;
- List of ingredients in descending order, specifying quantities
- Batch number / lot number;
- Expiry date;
- Storage conditions;
- Directions for use;
- Manufacturer name and address.

 PDI is mandatory for this item

Storage and transportation:

Supercereal (CSB+) with 10% sugar must be stored under dry ventilated and proper hygienic conditions below 30°C.
 Important note: food grade container shall be used for transportation. Fumigation prior to shipment is required.

PLEASE FILL IN THE REQUIRED BELOW

FCA main seaport/airport (Incoterms 2010):

Main port is

Main airport is

Delivery Lead Time to point of delivery:.....

Item price & currency:.....
 (indicate price scale if relevant).....

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Potassium chloride: 0.27%

Vitamins and mineral content per 100 g dry matter of finished product:

Vitamin A: 3460 IU (as dry Vitamin A Palmitate 250 Cold Water Dispersible Stabilized)
 Vitamin D3: 441.6 IU (as Dry Vitamin D3 100 Water Dispersible Stabilized)
 Vitamin E: TE 8.3 mg (as dry Vitamin E Acetate 50% Water Dispersible)
 Vitamin K1: 30 µg (as dry Vitamin K1 5% Water Dispersible)
 Vitamin B1: 0.2 mg (as Thiamine mononitrate)
 Vitamin B2: 1.4 mg (as vitamin B2 fine powder)
 Vitamin B6: 1 mg (as pyridoxine hydrochloride)
 Vitamin C: 90 mg (as Ascorbic acid)
 Pantothenic acid: 1.6 mg (as Calcium D Panthotenate)
 Folate, (DFE): 110 µg (as Folic acid*)
 Niacin: 8 mg (as Niacinamide)
 Vitamin B12: 2 µg (as Vitamin B12 0.1% or 1% Spray Dried)
 Biotin: 8.2 µg (as Biotin 1%)
 Iodine: 40 µg (as Potassium Iodide*)
 Iron: (a) 4 mg (as Ferrous fumarate fine powder)
 Iron: (b) 2.5 mg (as Iron-sodium EDTA)
 Zinc: 5 mg (as Zinc Sulphate Monohydrate)
 Carrier: Corn maltodextrin

* Adequate dilution must be used to guarantee premix homogeneity.

Other minerals:

- Potassium: 140 mg (as Potassium Chloride with 0.5% silicon dioxide as anticaking agent, compliant with food chemical Codex, min 90% < 425 micron and min 60% < 250 micron)
- Calcium: 362 mg and Phosphorus: 280 mg (as Dicalcium Phosphate Anhydrous, compliant with food chemical Codex, min 95% < 250 micron, total aerobic viable count < 1000 CFU/g, yeast < 10 CFU/g, mould < 100 CFU/g, and enterobacteria neg. in 1 g.)

Note: Variable levels of micronutrients (i.e. iron, zinc, etc.) naturally present in maize and soya may lead to variable number of micronutrients in finished product.

Standards and recommendations

Supercereal Plus (CSB+ +)/BAG-1,5 KG shall comply, in terms of raw materials, composition or manufacture, except when specified otherwise in the contract, with the following guidelines or standards of Codex Alimentarius.

- Guidelines on Formulated Supplementary Foods for Older Infants and Young Children, CAC/GL 08-1991 of the Codex Alimentarius.
- Code of Hygienic Practice for Foods for Infants and Children CAC/RCP 66 - 2008 of the Codex Alimentarius;
- Recommended International Code of Practice: General Principles of Food Hygiene CAC/RCP 1-1969 Rev 4 - 2003 including Annex #Hazard Analysis and Critical Control Point (HACCP) System and Guidelines for its application#.
- General principles for addition of essential nutrients to foods: CAC/GL 09-1987 (amended 1989, 1991), of the Codex Alimentarius.

Raw Materials

Main ingredients

Supercereal Plus (CSB+ +)/BAG-1,5KG shall be manufactured from fresh maize grain and soy

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	<p>beans of good quality, free from foreign materials, substances hazardous to health, excessive moisture, insect damage and fungal contamination and shall comply with all relevant national food laws and standards. Sugar, dried milk powder and soya bean oil shall be of optimal food quality and meet the Codex standards for these commodities. Requirements for the raw materials are:</p> <p>Maize: Conform to Codex STAN 153-1985. http://www.fao.org/input/download/standards/51/CXS_153e.pdf Be tested for aflatoxin (recommended method AACC 45-05 or AOAC 26.049 / 1984). Be obtained from non-genetically modified varieties.</p> <p>Soya beans: Conform to Codex STAN 171-1989 (Rev.1-1995). http://www.fao.org/input/download/standards/56/CXS_171e.pdf Be obtained from non-genetically modified varieties. Maize and soya beans must be stored under dry, ventilated and hygienic conditions. Only safe insecticides (i.e. phosphine) may be used for fumigation control. Where needed, fumigation must be performed by certified operators.</p> <p>Sugar: Conform to Codex STAN 212-1999. To meet particle size specification 100% through a 1mm screen, 95% through a 600 micron screen. http://www.fao.org/input/download/standards/338/CXS_212e_u.pdf</p> <p>Dried Skim Milk: Conform to Codex STAN 207-1999. To meet particle size specification 100% through a 1mm screen, 95% through a 600 micron screen. To be provided with a certificate of analysis confirming absence of melamine. http://www.fao.org/input/download/standards/333/CXS_207e.pdf</p> <p>Refined Soya Bean Oil: Conform to Codex STAN 210-1999. Only refined-deodorised-bleached oils are acceptable. Codex permitted anti-oxidants (BHA/BHT) may be included in the oil. https://mvo.nl/media/voedselveiligheid/codex_standard_named_vegetable_oils.pdf</p> <p>Vitamins and minerals Complete mineral and vitamin premix can not be produced by the Supercereal manufacturer itself and should be supplied only from validated supplier of premix. A list of example sources of premix established and updated by the World Food Programme (WFP), available at: https://foodqualityandsafety.wfp.org/fortification-of-powdered-products Micronutrient premixes are used at the following rate per metric ton of finished product: # 2.0 kg of vitamin premix (FBF-V-13). # 12.3 kg of Dicalcium Phosphate Anhydrous. # 2.7 kg of Potassium chloride. Requirements for Potassium chloride and Dicalcium Phosphate Anhydrous are: # Must meet at least food chemical codex. # Particle size for Potassium chloride min 60% < 250 #m (microns). # Dicalcium Phosphate Anhydrous, compliant with food chemical codex, min 95% < 250 micron, total aerobic viable count < 1000 CFU/g, yeast < 10 CFU/g, mould < 100 CFU/g, and enterobacteria negative in 1 g</p> <p>Supercereal (CSB+ +) with 10% sugar suppliers can also contact Premix Facility of The</p>			

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Global Alliance for Improved Nutrition (GAIN) to order micronutrient premixes. Micronutrient premixes must be delivered to the finished product with a complete Certificate of Analysis as well as a Proof of purchase of premix/s. The two documents must be presented with other documents for payment. It is recommended that micronutrient premixes should be stored in a dry, cool and clean place where the temperature is a maximum of 25 Celsius degree. Care must be taken during manufacturing to ensure these storage requirements are maintained and that any un-used portion of the micronutrient powder is protected from air, light, heat and moisture.

Homogeneity of micronutrients

Theoretical calculations indicate that a mixing system with a Coefficient of Variation of 10% using iron as the indicator element, will enable product to meet the above variation target on 95%, provided that all conditions of mixing are rigorously applied. To conduct these calculations see the WFP handbook: Fortified Blended Food- Good Manufacturing Practice and HACCP and fortification guide in <http://foodqualityandsafety.wfp.org>

Processing instructions:

Supercereal Plus (CSB + +)/BAG-1,5KG shall be manufactured from fresh ingredients of good quality, free from foreign materials, substances hazardous to health, excessive moisture, insect damage and fungal contamination.

The ingredients shall comply with all relevant national food laws and standards.

The ingredients must be stored under dry, ventilated and hygienic conditions.

Only safe insecticides may be used for storage.

The production process shall be in accordance with the 'Code of Hygienic Practice Low Moisture Foods http://www.fao.org/input/download/standards/13921/CXP_075e_2015.pdf and Code of Practice, General Principles of Food Hygiene.

<http://www.fao.org/3/y1579e/y1579e02.htm>

Supercereal Plus (CSB + +)/BAG-1,5 KG shall be processed as a partially pre-cooked food under conditions which permit improvements in the digestibility of starches and proteins and in particular the de-activation of trypsin inhibitors in soya as indicated by the urease test. Preferred heat treatments include extrusion or roasting.

Extrusion:

Cleaned cereals and pulses/oilseeds/soya beans are mixed in the correct amount, gritted and precooked through extrusion at a temperature not exceeding 160°C.

The extrusion product is cooled to ambient temperature immediately after extrusion and milled into a fine flour.

Roasting/milling:

Cereals and pulses/oilseeds/soya beans are separately roasted at a temperature not exceeding 180°C (recommended: cereals 10 min. at 140°C; pulses/oilseeds/soya beans 15 min. at 170°C).

The roasted products are cooled to ambient temperature immediately after roasting, mixed in the correct amount and milled into a fine flour.

Subsequently the flour is homogeneously mixed with the vitamin/mineral supplement and (if applicable) sugar and/or oil.

The following requirements need to be met:

Taste:

It shall have a pleasant smell and palatable taste, which young children will like and enjoy.

The manufacturer shall replace batches of CSB + + which, within the shelf-life, are found by

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	<p>the contracting organization to have taste deviations such as an off taste or a bitter taste making the product unsuitable for or unusable by the final consumer for whom the product is intended.</p> <p>Shelf-life: 12 months.</p> <p>Flour characteristics: It shall be a uniform fine texture with the following particle distribution: 95% must pass through a 600 micrometer sieve; 100% must pass through a 1000 micrometer sieve. Peroxide value: max 10 meq/kg fat.</p> <p>Dispersibility: It shall be free from lumping or balling when mixed with water of ambient temperature.</p> <p>Cooking time: It shall be suitable for young children and adults after a cooking at simmering point for a minimum of five minutes and a maximum of ten minutes.</p> <p>Consistency / Viscosity of porridge: Bostwick test: min 55 / max 110 mm per 30 sec at 45C and at the proposed preparation dosage (i.e. 20g of product plus 150g water after cooking at simmering point for five minutes), or equivalent.</p> <p>Anti-nutrients: The urease index of Supercereal Plus (CSB+ +)/BAG-1,5 KG should be between 0.01 and 0.2 pH units.</p> <p>Moisture and crude fibre: It shall contain a moisture content not exceeding 10% and a fibre content (based on dry product) not exceeding 5%.</p> <p>Nutritional value: It shall contain not less than the following nutritional value per 100g dry product: Energy 380- 410 kcal minimum - Protein 14.0 - 16.0 % (N x 6.25) minimum - Fat 6.0 - 9.0 % minimum - Crude fibre 5.0 % maximum</p> <p>Variation in nutrient specification: The variation of the final product with respect to contents of protein and fat shall not exceed minus five percent of the specified value using standard analytical techniques. The moisture and crude fibre should not exceed five percent of the specified values. Products not meeting this requirement are liable for rejection.</p> <p>Safety: It shall be free from objectionable matter. It shall not contain any substances originating from microorganisms, or any other poisonous or deleterious substances like heavy metals or pesticide residues, in amounts which may represent a hazard to health. - Permitted level of total aflatoxin: 5 ppb (B1, B2, G1, G2). - Permitted level of Deoxynivalenol (DON): 0.2 mg/kg (=200ppb)</p>			

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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- Heavy metals: below levels specified in Codex Stan 193-1995, in particular Pb max 20 ppb and Cd max 100 ppb.
 - Permitted levels of tropane alkaloids to be a maximum of 0.016 µg /Kg of bodyweight as established by the European Food Safety Authority (EFSA) to be the acute reference dose (ARfD) for atropine and scopolamine.
<https://efsa.onlinelibrary.wiley.com/doi/epdf/10.2903/j.efsa.2013.3386>

Microbiology:

Not exceed the following levels of microbiological contamination in the finished product (maximum/gram finished product):

- Mesophyllic aerobic bacteria: 10,000 cfu per g
- Coliforms: 10 cfu per g
- Salmonella: 0 per 25g
- Escherichia Coli: 0 cfu per g
- Staphylococcus aureus: 0 cfu per g
- Bacillus cereus: 50 cfu per g
- Yeasts and moulds: 100 per g

Requirements for stability:

The supplier should conduct shelf life studies to confirm shelf-life as per Interagency Stability Study Requirements, Revision 7.

Packaging:

Packed in airtight sachets of 1,5 kg, sachet foil includes an aluminium layer to protect against UV light and humidity. The product should be packed under inert gas (e.g nitrogen) to prolong shelf life.

Labelling:

The label of the product should contain the following information:

- Name of the product;
- List of ingredients;
- Quantities of ingredients;
- Batch number / lot number;
- Expiry date;
- Storage conditions;
- Directions for use;
- Manufacturer name and address.

 PDI is mandatory for this item

Storing:

Supercereal Plus (CSB + +)/BAG-1,5 KG must be stored under dry (<30°C), ventilated and hygienic conditions.

A Certificate of Analysis is required for every batch supplied against UNICEF Supply Division Purchase Orders.

The principal tests listed below must be performed in order to check if the quality of

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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CSB++ meets above requirements. Additional analyses shall be defined in case of further quality assessment.

List of compulsory tests for Certificate of Analysis and reference methods:

Energy: min. 380kcal/100g (Reference method: by calculation)
 Protein: min 14% total energy (Reference method: IS 7219: 1973 (Reaff:2005))
 Lipids: min 6% total energy (Reference method: AOAC 18th ed.2006)
 Sugar: 9.00% by weight
 Fibre: <3.8%
 Ash (total): Max 4.1% (Reference method: AOAC 18th ed.2006)
 Moisture content: Max 10 % (Reference method: AOAC 18th ed.2006)

Vitamin A: 3460 IU/100g

Iron 4mg/100g
 Potassium 140mg/100g
 Calcium 362mg/100g

Mesophilic aerobic bacteria 10.000 cfu/g
 Coliform 10cfu/g
 Salmonella neg/ 25g
 St. aureus neg/g
 Bacillus cereus 50cfu/g
 E-coli 0cfu/g
 Yeast/Mould <100cfu/g
 Total aflatoxin <5ppb

PLEASE FILL IN THE REQUIRED BELOW

FCA main seaport/airport (Incoterms 2010):

Main port is

Main airport is

Delivery Lead Time to point of delivery:.....

Item price & currency:.....
 (indicate price scale if relevant).....

.....

Minimum order quantity (if relevant):.....

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	Vitamin E: TE 8.3 mg (as dry Vitamin E Acetate 50% Water Dispersible)			
	Vitamin K1: 30 µg (as dry Vitamin K1 5% Water Dispersible)			
	Vitamin B1: 0.2 mg (as Thiamine mononitrate)			
	Vitamin B2: 1.4 mg (as vitamin B2 fine powder)			
	Vitamin B6: 1 mg (as pyridoxine hydrochloride)			
	Vitamin C: 90 mg (as Ascorbic acid)			
	Pantothenic acid: 1.6 mg (as Calcium D Panthotenate)			
	Folate, (DFE): 110 µg (as Folic acid*)			
	Niacin: 8 mg (as Niacinamide)			
	Vitamin B12: 2 µg (as Vitamin B12 0.1% or 1% Spray Dried)			
	Biotin: 8.2 µg (as Biotin 1%)			
	Iodine: 40 µg (as Potassium Iodide*)			
	Iron: (a) 4 mg (as Ferrous fumarate fine powder)			
	Iron: (b) 2.5 mg (as Iron-sodium EDTA)			
	Zinc: 5 mg (as Zinc Sulphate Monohydrate)			
	Carrier: Wheat maltodextrin			

* Adequate dilution must be used to guarantee premix homogeneity.

Other minerals:

- Potassium: 140 mg (as Potassium Chloride with 0.5% silicon dioxide as anticaking agent, compliant with food chemical Codex, min 90% < 425 micron and min 60% < 250 micron)
- Calcium: 362 mg and Phosphorus: 280 mg (as Dicalcium Phosphate Anhydrous, compliant with food chemical Codex, min 95% < 250 micron, total aerobic viable count < 1000 CFU/g, yeast < 10 CFU/g, mould < 100 CFU/g, and enterobacteria neg. in 1 g.)

Note: Variable levels of micronutrients (i.e. iron, zinc, etc.) naturally present in wheat and soya may lead to variable number of micronutrients in finished product.

Standards and recommendations

Supercereal Plus (WSB+ +)/BAG-1,5 KG shall comply, in terms of raw materials, composition or manufacture, except when specified otherwise in the contract, with the following guidelines or standards of Codex Alimentarius.

- Guidelines on Formulated Supplementary Foods for Older Infants and Young Children, CAC/GL 08-1991 of the Codex Alimentarius.
- Code of Hygienic Practice for Foods for Infants and Children CAC/RCP 66 - 2008 of the Codex Alimentarius;
- Recommended International Code of Practice: General Principles of Food Hygiene CAC/RCP 1-1969 Rev 4 - 2003 including Annex #Hazard Analysis and Critical Control Point (HACCP) System and Guidelines for its application#.
- General principles for addition of essential nutrients to foods: CAC/GL 09-1987 (amended 1989, 1991), of the Codex Alimentarius.

Raw Materials

Main ingredients

Supercereal Plus (WSB+ +)/BAG-1,5KG shall be manufactured from fresh wheat grain and soy beans of good quality, free from foreign materials, substances hazardous to health, excessive moisture, insect damage and fungal contamination and shall comply with all relevant national food laws and standards. Sugar, dried milk powder and soya bean oil shall be of optimal food quality and meet the Codex standards for these commodities.

Requirements for the raw materials are:

Wheat:

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	<p>Conform to Codex STAN 199-1995. http://www.fao.org/input/download/standards/62/CXS_199e.pdf Be tested for aflatoxin (recommended method AACC 45-05 or AOAC 26.049 / 1984).</p> <p>Soya beans: Conform to Codex STAN 171-1989 (Rev.1-1995). http://www.fao.org/input/download/standards/56/CXS_171e.pdf Be obtained from non-genetically modified varieties. Wheat and soya beans must be stored under dry, ventilated and hygienic conditions. Only safe insecticides (i.e. phosphine) may be used for fumigation control. Where needed, fumigation must be performed by certified operators.</p> <p>Sugar: Conform to Codex STAN 212-1999. To meet particle size specification 100% through a 1mm screen, 95% through a 600 micron screen. http://www.fao.org/input/download/standards/338/CXS_212e_u.pdf</p> <p>Dried Skim Milk: Conform to Codex STAN 207-1999. To meet particle size specification 100% through a 1mm screen, 95% through a 600 micron screen. To be provided with a certificate of analysis confirming absence of melamine. http://www.fao.org/input/download/standards/333/CXS_207e.pdf</p> <p>Refined Soya Bean Oil: Conform to Codex STAN 210-1999. Only refined-deodorised-bleached oils are acceptable. Codex permitted anti-oxidants (BHA/BHT) may be included in the oil. https://mvo.nl/media/voedselveiligheid/codex_standard_named_vegetable_oils.pdf</p> <p>Vitamins and minerals Complete mineral and vitamin premix can not be produced by the Supercereal manufacturer itself and should be supplied only from validated supplier of premix. A list of example sources of premix established and updated by the World Food Programme (WFP), available at: https://foodqualityandsafety.wfp.org/fortification-of-powdered-products Micronutrient premixes are used at the following rate per metric ton of finished product: # 2.0 kg of vitamin premix (FBF-V-13). # 12.3 kg of Dicalcium Phosphate Anhydrous. # 2.7 kg of Potassium chloride. Requirements for Potassium chloride and Dicalcium Phosphate Anhydrous are: # Must meet at least food chemical codex. # Particle size for Potassium chloride min 60% < 250 #m (microns). # Dicalcium Phosphate Anhydrous, compliant with food chemical codex, min 95% < 250 micron, total aerobic viable count < 1000 CFU/g, yeast < 10 CFU/g, mould < 100 CFU/g, and enterobacteria negative in 1 g</p> <p>Supercereal (WSB+ +) with 10% sugar suppliers can also contact Premix Facility of The Global Alliance for Improved Nutrition (GAIN) to order micronutrient premixes. Micronutrient premixes must be delivered to the finished product with a complete Certificate of Analysis as well as a Proof of purchase of premix/s. The two documents must be presented with other documents for payment. It is recommended that micronutrient premixes should be stored in a dry, cool and clean place where the temperature is a maximum of 25 Celsius degree. Care must be taken during manufacturing to ensure these storage requirements are maintained and that any un-used portion of the micronutrient powder is protected from air, light, heat and moisture.</p>			

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Homogeneity of micronutrients

Theoretical calculations indicate that a mixing system with a Coefficient of Variation of 10% using iron as the indicator element, will enable product to meet the above variation target on 95%, provided that all conditions of mixing are rigorously applied. To conduct these calculations see the WFP handbook: Fortified Blended Food- Good Manufacturing Practice and HACCP and fortification guide in <http://foodqualityandsafety.wfp.org>

Processing instructions:

Supercereal Plus (WSB+ +)/BAG-1,5KG shall be manufactured from fresh ingredients of good quality, free from foreign materials, substances hazardous to health, excessive moisture, insect damage and fungal contamination.

The ingredients shall comply with all relevant national food laws and standards.

The ingredients must be stored under dry, ventilated and hygienic conditions.

Only safe insecticides may be used for storage.

The production process shall be in accordance with the 'Code of Hygienic Practice Low Moisture Foods http://www.fao.org/input/download/standards/13921/CXP_075e_2015.pdf and Code of Practice, General Principles of Food Hygiene.

<http://www.fao.org/3/y1579e/y1579e02.htm>

Supercereal Plus (WSB+ +)/BAG-1,5 KG shall be processed as a partially pre-cooked food under conditions which permit improvements in the digestibility of starches and proteins and in particular the de-activation of trypsin inhibitors in soya as indicated by the urease test. Preferred heat treatments include extrusion or roasting.

Extrusion:

Cleaned cereals and pulses/oilseeds/soya beans are mixed in the correct amount, gritted and precooked through extrusion at a temperature not exceeding 160°C.

The extrusion product is cooled to ambient temperature immediately after extrusion and milled into a fine flour.

Roasting/milling:

Cereals and pulses/oilseeds/soya beans are separately roasted at a temperature not exceeding 180°C (recommended: cereals 10 min. at 140°C; pulses/oilseeds/soya beans 15 min. at 170°C).

The roasted products are cooled to ambient temperature immediately after roasting, mixed in the correct amount and milled into a fine flour.

Subsequently the flour is homogeneously mixed with the vitamin/mineral supplement and (if applicable) sugar and/or oil.

The following requirements need to be met:

Taste:

It shall have a pleasant smell and palatable taste, which young children will like and enjoy. The manufacturer shall replace batches of WSB+ + which, within the shelf-life, are found by the contracting organization to have taste deviations such as an off taste or a bitter taste making the product unsuitable for or unusable by the final consumer for whom the product is intended.

Shelf-life:

12 months.

Flour characteristics:

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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It shall be a uniform fine texture with the following particle distribution:
 95% must pass through a 600 micrometer sieve;
 100% must pass through a 1000 micrometer sieve.
 Peroxide value: max 10 meq/kg fat.

Dispersibility:

It shall be free from lumping or balling when mixed with water of ambient temperature.

Cooking time:

It shall be suitable for young children and adults after a cooking at simmering point for a minimum of five minutes and a maximum of ten minutes.

Consistency / Viscosity of porridge:

Bostwick test: min 55 / max 110 mm per 30 sec at 45C and at the proposed preparation dosage (i.e. 20g of product plus 150g water after cooking at simmering point for five minutes), or equivalent.

Anti-nutrients:

The urease index of Supercereal Plus (WSB+ +)/BAG-1,5 KG should be between 0.01 and 0.2 pH units.

Moisture and crude fibre:

It shall contain a moisture content not exceeding 10% and a fibre content (based on dry product) not exceeding 5%.

Nutritional value:

It shall contain not less than the following nutritional value per 100g dry product:

- Energy 380- 410 kcal minimum
- Protein 14.0 - 16.0 % (N x 6.25) minimum
- Fat 6.0 - 9.0 % minimum
- Crude fibre 5.0 % maximum

Variation in nutrient specification:

The variation of the final product with respect to contents of protein and fat shall not exceed minus five percent of the specified value using standard analytical techniques. The moisture and crude fibre should not exceed five percent of the specified values. Products not meeting this requirement are liable for rejection.

Safety:

It shall be free from objectionable matter.

It shall not contain any substances originating from microorganisms, or any other poisonous or deleterious substances like heavy metals or pesticide residues, in amounts which may represent a hazard to health.

- Permitted level of total aflatoxin: 5 ppb (B1, B2, G1, G2).
- Permitted level of Deoxynivalenol (DON): 0.2 mg/kg (=200ppb)
- Heavy metals: below levels specified in Codex Stan 193-1995, in particular Pb max 20 ppb and Cd max 100 ppb.
- Permitted levels of tropane alkaloids to be a maximum of 0.016 µg /Kg of bodyweight as established by the European Food Safety Authority (EFSA) to be the acute reference dose (ARfD) for atropine and scopolamine.

<https://efsa.onlinelibrary.wiley.com/doi/epdf/10.2903/j.efsa.2013.3386>

Microbiology:

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Not exceed the following levels of microbiological contamination in the finished product (maximum/gram finished product):

- Mesophyllic aerobic bacteria: 10,000 cfu per g
- Coliforms: 10 cfu per g
- Salmonella: 0 per 25g
- Escherichia Coli: 0 cfu per g
- Staphylococcus aureus: 0 cfu per g
- Bacillus cereus: 50 cfu per g
- Yeasts and moulds: 100 per g

Requirements for stability:

The supplier should conduct shelf life studies to confirm shelf-life as per Interagency Stability Study Requirements, Revision 7.

Packaging:

Packed in airtight sachets of 1,5 kg, sachet foil includes an aluminium layer to protect against UV light and humidity. The product should be packed under inert gas (e.g nitrogen) to prolong shelf life.

Labelling:

The label of the product should contain the following information:

- Name of the product;
- List of ingredients;
- Quantities of ingredients;
- Batch number / lot number;
- Expiry date;
- Storage conditions;
- Directions for use;
- Manufacturer name and address.

PDI is mandatory for this item

Storing:

Supercereal Plus (WSB+ +)/BAG-1,5 KG must be stored under dry (<30°C), ventilated and hygienic conditions.

A Certificate of Analysis is required for every batch supplied against UNICEF Supply Division Purchase Orders.

The principal tests listed below must be performed in order to check if the quality of WSB+ + meets above requirements. Additional analyses shall be defined in case of further quality assessment.

List of compulsory tests for Certificate of Analysis and reference methods:

- Energy: min. 380kcal/100g (Reference method: by calculation)
- Protein: min 14% total energy (Reference method: IS 7219: 1973 (Reaff:2005))
- Lipids: min 6% total energy (Reference method: AOAC 18th ed.2006)

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	Sugar:	9.00% by weight		
	Fibre:	<3.8%		
	Ash (total):	Max 4.1% (Reference method: AOAC 18th ed.2006)		
	Moisture content:	Max 10 % (Reference method: AOAC 18th ed.2006)		
	Vitamin A:	3460 IU/100g		
	Iron	4mg/100g		
	Potassium	140mg/100g		
	Calcium	362mg/100g		
	Mesophilic aerobic bacteria	10.000 cfu/g		
	Coliform	10cfu/g		
	Salmonella	neg/ 25g		
	St. aureus	neg/g		
	Bacillus cereus	50cfu/g		
	E-coli	0cfu/g		
	Yeast/Mould	<100cfu/g		
	Total aflatoxin	<5ppb		

PLEASE FILL IN THE REQUIRED BELOW

FCA main seaport/airport (Incoterms 2010):

Main port is

Main airport is

Delivery Lead Time to point of delivery:.....

Item price & currency:.....
 (indicate price scale if relevant).....

.....

Minimum order quantity (if relevant):.....

Monthly production capacity:.....

Product Shelf Life:.....

Supplier's product reference:.....

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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4.2 Nutritional composition:

Moisture content: 4% maximum
 Water activity: 0.6 maximum
 Energy: 500 kcal/100 g minimum
 Proteins: 10-12% total Energy or 12.3-15.5% by weight
 Lipids: 45-60% total Energy or 24.8-33.0% by weight
 n-6 fatty acids: 3-10% total energy
 n-3 fatty acids: 0.3-2.5% total Energy
 Trans-fatty acids: <3% total fat
 Carbohydrates (by difference): 44.5-59.9% by weight
 Fibres: 5% maximum
 Ash: 5g /100g maximum

Mineral content (per 100g):

Sodium: <290 mg
 Potassium: 1100-1400 mg
 Calcium: 300-600 mg
 Phosphorous: 300-600 mg expressed in terms of non-phytate phosphorus
 Magnesium: 80-140 mg
 Iron: 10-14 mg
 Zinc: 11-14 mg
 Copper: 1.4-1.8 mg
 Selenium: 20-40 mcg
 Iodine: 70-140 mcg

Vitamin content (per 100g):

vitamin A (Retinol Equivalent): 0.8-1.2mg
 vitamin B1 (Thiamine): >0.5 mg
 vitamin B2 (Riboflavin): >1.6 mg
 vitamin B3 (Niacin): >5 mg
 vitamin B5 (Pantothenic acid): >3 mg
 vitamin B6 (Pyridoxine): >0.6 mg
 vitamin B7 (Biotin): >60 mcg
 vitamin B9 (Folic acid): >200 mcg
 vitamin B12 (Cyanocobalamin): >1.6 mcg
 vitamin C (Ascorbic acid): >50 mg
 vitamin D (Cholecalciferol): 15-20 mcg
 vitamin E (Tocopherol): >20 mg
 vitamin K (Phytonadione): 15-30 mcg

5. Processing:

5.1 Requirements for raw materials:

Milk (milk powder):

At least half of the proteins contained in RUTF biscuit shall come from milk/dairy products.

Acceptable sources of dairy protein are:

- Full cream milk powder
- Skimmed milk powder
- Whey powder

Applicable standards reference:

- Codex STAN 207-1999: Codex Standard for Milk Powders and Cream Powder
- Codex STAN 289-1995: Codex Standard for Whey Powders

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	<p>Cereal: Indigestible fibre from cereals (measured as grams ash/100g finished product) shall be less than 5 g/100 g. Applicable standards reference: - Codex STAN 152-1985</p> <p>Oil: Edible refined vegetable oil: The manufacturer shall choose judiciously the type of oil and establish specifications for oil to ensure that the specifications in finished product are met (paying special attention to requirements for omega 3 and omega 6). Applicable standards reference: - Codex STAN 210-1999: Codex Standard for Named Vegetable Oils</p> <p>Carbohydrates (sweetener): Lactose and glucose polymers shall be used. Honey shall not be used. The following carbohydrates are acceptable: Sucrose, Fructose, Lactose, precooked and/or gelatinised starches, maltodextrin. Applicable standards reference: - Codex STAN 212-1999: Codex Standard for Sugars</p> <p>Other agricultural products: Applicable standards reference: - CAC/GL 08-1999: Guidelines on Formulated Supplementary Foods for Older Infants and Young Children - Relevant Codex standards</p> <p>Flavouring: Artificial flavourings are not allowed. Only natural flavours are allowed.</p> <p>Antioxidants: The following antioxidants are allowed: - Ascorbyl palmitate - Mixed tocopherols - Butylhydroxyanisol (BHA) and Butylated hydroxytoluene (BHT) shall not be added as an antioxidant.</p>			

5.2 Requirements to the Mineral and vitamin premix:

The mineral and vitamin premix cannot be produced by RUTF biscuit manufacturer itself and shall be supplied only from a restricted list of suppliers of premix. Manufacturers are responsible for their own quality assurance of premix supplies and should conduct their own quality assessments. Some examples of suppliers of premixes are found here:

http://documents.wfp.org/stellent/groups/public/documents/manual_guide_proced/wfp251174.pdf

A detailed Certificate of Analysis of the premix with all mineral and vitamin components shall be available from the supplier of premix for every batch of premix delivered.

To verify adequate mixing, the manufacturer must identify at least 1 tracer element per premix whose concentration is measured prior to batch release. The tracer shall be representative of the only addition of the premix. The manufacturer is free to determine which vitamin/mineral should be measured, in accordance with available laboratory capacity. E.g.: potassium (1100-1400mg/100g), vitamin C (> 50 mg/100g). Vitamin A must also be tested, additionally to the tracer.

The coefficient of variation, calculated using the method proposed by WFP, should be as low as possible, and always <5%.

<http://foodqualityandsafety.wfp.org/coefficient-of-variation-calculator>. Indicators for process capability shall be implemented and monitored, with fixed target and corrective actions. Trend analysis shall be in place for continual monitoring.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	<p>Vitamin and mineral forms used shall be soluble and easily absorbed by patients with Severe Acute Malnutrition (SAM). The added minerals shall be water-soluble and shall not form insoluble components when mixed together. RUTF biscuit shall have a mineral composition that will not alter the acid-base metabolism of patients with SAM. It shall have a moderate positive non-metabolisable base enough to eliminate the risk of metabolic acidosis. The non-metabolisable base can be approximated by the formula: Estimated absorbed millimoles (sodium + potassium + calcium + magnesium) - (minus) phosphorous + chloride</p> <p>An example of a mineral mix with a suitable positive non-metabolizable base can be found in the Appendix 4 of Management of Severe Malnutrition: a manual for physicians and other senior health workers, WHO 1999.</p> <p>Potassium chloride, Pripotassium citrate, Magnesium chloride (MgCl₂ - 6H₂O), Zinc acetate, Copper Sulphate, Sodium selenite, Potassium iodide</p> <p>Another potentially useful source of acceptable mineral and vitamin compounds can be found in Annex 3 of the COMMISSION DIRECTIVE 2006/141/EC of 22 December 2006 on infant formulae and follow-on formulae and amending Directive 1999/21/EC. Vitamin and mineral compounds approved for use in infant formulae are listed on pages 22 and 23; in general, these same compounds shall be acceptable for RUTF biscuit.</p>			

6. Requirements for Food Safety: Hygiene, Microbiology and control of contamination.

RUTF biscuit does not contain any substance originating from micro-organisms or any other poisonous or deleterious substances, including anti-nutritional factors, heavy metals or pesticides in amounts that may represent a hazard to health.

6.1 Microbiological and toxicological safety:

The manufacturer establishes microbiological criteria for production as well as for the finished product, by following the definitions and include the components specified in the following standards:

Applicable standards reference:

- CAC/GL 21, 1997, the Principles for the Establishment and Application of Microbiological Criteria for Foods (revision scheduled for 2013).
- CAC/GL 63-2007: Principles and Guidelines for the Conduct of Microbiological Risk Management (MRM)

Salmonella is the highest priority infectious foodborne hazard and its control in RUTF biscuit is the most important microbiological food safety program goal (#Microbial safety of Ready-to-Use Lipid based Therapeutic and Supplementary Foods - Technical meeting#, summary report released on the 6th March 2013, FAO and WHO). The manufacturer shall have an adequate environmental monitoring program in place, including product contact surface, in-line product surveillance, with investigation to assure adequate process control and hygiene. The manufacturer undertakes ingredient, environment, in-line, and end-product surveillance for salmonella and Enterobacteriaceae (EB), initially to establish baseline statistics (the first 12 months of data collection) and then, in conjunction with other indicators (attention to Listeria monocytogenes, Clostridium botulinum and mesophilic aerobic bacteria shall be considered) to monitor process control by reviewing trends.

Analytical control plans shall be detailed, and include:

- analytical methods for detection and/or quantification
- n = number of units to be taken
- c = the maximum allowable number of defective sample units in a 2-class plan or marginally acceptable sample units in a 3-class plan
- m = a microbiological limit which, in a 2-class plan, separates good quality from defective quality or, in a 3-class plan, separates good quality from marginally acceptable quality
- M = a microbiological limit which, in a 3-class plan, separates marginally acceptable quality from defective quality.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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- p = class plan

6.2 Microbiological Certificate of Analysis (CoA) per batch:

The manufacturer shall conduct a complete analysis of the finished product to verify that the finished product is manufactured in a homogeneous and consistent content. All parameters included in this specification sheet shall be tested at least once a year.

A Certificate of Analysis (CoA) shall be issued and forwarded prior to each shipment or order collection for each batch provided. This certificate must mention the laboratory name, methods of analysis, specifications and targets for all the criteria below, to be applied to the finished product after primary packaging or anytime thereafter up to the point when the primary packaging is opened. The batch cannot be released if there is a failure to meet the following criteria:

Microbiology parameters to be included on the CoA for every batch delivered:

Microorganism content: <10,000cfu in 1g max.

Coliform test: negative in 1g

Yeast: Maximum 10cfu in 1g

Moulds: Maximum 50cfu in 1g

Cronobacter sakazakii: Maximum 10cfu in 1g

Clostridium perfringens: negative in 1g

Pathogenic Staphylococci: negative in 1g

Salmonella: negative in 25g

Listeria: negative in 25g

6.2.1 Note on Sampling:

Salmonella:

Sampling for Salmonella detection:

Salmonella: negative in 25g. Testing method: ISO 6579

No composite sample. Maximum pooling authorized is 375g, only if the laboratory method has been validated and accredited.

The testing method ISO 6579 requires that salmonella is found negative in 25 grams from taking 25 samples. Many laboratories cannot composite large sample weights, so the 25 samples can be analysed in two composites no greater than 375 grams, for example 15 samples of 25 grams (375 grams) and then 10 samples of 25 grams making up 250 grams. This gives a total of 25 samples taken and each of these samples should be negative for salmonella. (0 cfu in 25 grams).

n (number of samples with conformance criteria) = 25.

c (the maximum allowable number of defective sample units in a 2-class plan or marginally acceptable sample units in a 3-class plan) = 0

m (a microbiological limit which, in a 2-class plan, separates good quality from defective quality, or in a 3-class plan, separated good quality from marginally acceptable quality) = 0

p (class plan) = 2

Enterobacteriaceae:

Enterobacteriaceae (EB at 30°C): 10 cfu in 1 g. Testing method: ISO 21528-2 (no pooling).

Sampling for Enterobacteracea (EB):

For sampling for EB, UNICEF currently takes 10 separate samples of 10 grams. EB should be below 10 cfu per gram in 8 of the samples. 2 samples may have EB between 10 and 100 cfu. Any result above this will lead to rejection of the batch. The samples should be incubated at 37C.

Pooling of the 10 samples is only allowed, if you test for absence of EB. If detected, then 10 individual samples must be tested, so with the prior history of EB in the PPB product we suggest you stick to the individual testing of samples.

n = 10

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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c = 2
 m (a microbiological limit which, in a 2-class plan, separates good quality from defective quality, or in a 3-class plan, separates good quality from marginally acceptable quality) = 10
 M (microbiological limit, which, in a 3-class plan, separates marginally acceptable quality from defective quality) = 100/g
 p (class plan) = 3

Cronobacter sakazakii:
 Cronobacter sakazakii: maximum 10cfu in 1 g. Testing method: ISO 22964
 n=10
 c=0

Sampling for C.sakazakii.
 At present UNICEF has no defined sampling plan specified for C. sakazakii. Tests for C. sakazakii, are carried out, when the EB results are higher than the specification allows (10 cfu per gram) and require the results to be within the specified limits.

6.3 Control of contaminants:

Mycotoxins

Total Aflatoxins: 10 ppb max.

If any organization (NGO, UN, etc.) decides to test the product in an accredited laboratory at its own initiative, and obtains results that do not meet those criteria, the supplier must recall the product, determine and correct the root cause of the failure.

Aflatoxins are not the only mycotoxin associated with acute & chronic toxicity.

Chemical safety

Applicable standard reference:

- CAC/RCP 49-2001: Code of Practice for Source Directed Measures to Reduce Contamination of Food with Chemicals.

Pesticides and heavy metals

Verifying that pesticide and heavy metals levels are below accepted limits is the responsibility of the manufacturer. Examples of pesticides and heavy metals that must be controlled include, but are not limited to:

Pesticides:

- Carbamates: < 10ppb
- Organochlorine: < 10 ppb
- Organophosphorous: < 10 ppb
- Pyrethroid: < 10 ppb

Heavy metals:

- Arsenic: < 0.06 mg/kg
- Cadmium: < 0.03 mg/kg
- Lead: < 0.1 mg/kg
- Mercury: < 0.02 mg/kg

Applicable standards reference:

- CODEX STAN 228-2001: General Methods of Analysis for Contaminants.
- CODEX STAN 193-1995: Codex General Standard for Contaminants and Toxins in Food and Feed.
- CODEX STAN 229-1993, REV.1-2003: Analysis of Pesticide Residues: Recommended Methods.

Radioactivity

This risk is managed by using only ingredients certified free of radioactivity. The nuclear radiation level shall meet the values valid for consumption. If limits are not defined, the value

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	<p>must not exceed 370bq/kg (Cs 134&Cs137). Melamine The level of melamine must not exceed 1 mg/kg. Applicable standards reference: COMMISSION REGULATION (EU) No 594/2012 of 5 July 2012 amending Regulation (EC) 1881/2006 as regards the maximum levels of the contaminants ochratoxin A, non-dioxin-like PCBs and melamine in foodstuffs.</p> <p>6.4 Production process specifications and Quality Assurance: Products shall be manufactured in accordance with Codex Alimentarius applicable references, Good Manufacturing Practice (GMPs) and Good Hygiene Practices (GHPs). All producers shall have a food safety policy in place and a complete quality management system based on a Hazard Analysis and Critical Control Points (HACCP) approach to food safety. Prerequisite programs including environmental monitoring programs shall be implemented. Applicable standards reference: - CAC/RCP 1-1969, Rev. 4-2003: Recommended International Code of Practice. General Principles of Food Hygiene - ISO 22000:2005: Food Safety Management Systems - Requirements for any Organization in the Food Chain. The manufacturer is responsible to elaborate an analytical plan for the finished product. All analytical test procedures shall be described in enough detail, including analysis methods. ISO 17025 certified laboratories shall preferably be used. Validation of the process and coefficient of variation The coefficient of variation, calculated using the method proposed by WFP, shall be as low as possible, and always <10.</p> <p>6.4.1 Traceability A complete traceability system shall be in place. For every batch number, the manufacturer shall be able to find all the history of the finished products (composition, raw materials used, processing parameters, analytical results, quantity produced and dispatched, customers sites delivered, etc.).</p> <p>6.4.2 Batch size The batch size shall not exceed 200 MT and one week of production.</p> <p>6.5 Stability Study and Shelf-life: Stability study shall be conducted on the final product in primary packaging, to confirm shelf life and storage conditions.</p> <p>The supplier should conduct shelf life studies to confirm shelf-life as per Interagency Stability Study Requirements, Revision 7.</p> <p>Shelf life: 4 years</p> <p>7. Certificate of Analysis of final product: A Certificate of Analysis is required for every batch supplied against UNICEF Supply Division Purchase Orders. The principal tests listed below must be performed to check if the quality of the finished product meets above requirements. Additional analyses shall be defined in case of further quality assessment.</p> <p>7.1 List of compulsory tests for Certificate of Analysis and reference methods: Moisture 4.0 % maximum</p>			

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	Energy 500 Kcal/100g			
	Protein 10 - 12 % total energy			
	Ash max. 5g/100g			
	Lipids 45 - 60 % total energy			
	*Vitamin A 0.8-1.2mg/100g			
	*Vitamin C min. 50mg/100g			
	*Iron 10-14mg/100g			
	Total viable count <10000cfu/g			
	Salmonella neg/ 25g			
	Enterobacteracea <10cfu/g			
	Aflatoxin <5ppb			

* One vitamin and one mineral are expected to be analysed and included in the CoA.

8. Storage:

Storage conditions: as defined by the manufacturer, no refrigeration required.

9. Specifications for labelling and packaging:

9.1 Labelling:

Label shall be colour coded: red, PMS 485 (Pantone Matching System) and shall include the following information clearly printed out in English, French and Spanish:

- The generic name: Ready to Use Therapeutic Food, Biscuit
- The statement: #To be prescribed and initiated by a trained health and nutrition professional only#
- Raw materials listed in order of descending quantities. A detailed list of the active ingredients (vitamin and mineral premix) showing the amount of each present in a dosage unit can be provided in a leaflet and not on the product label;
- Net content
- Best Before date
- Lot number
- Clear pictorial instructions for use

Applicable standards reference:

- Codex STAN 146-1985: General Standard for the Labelling of and Claims for Pre-packaged Foods for Special Dietary Uses.
- Codex STAN 1-1985: General Standard for the Labelling of Pre-packaged Foods

9.2 Primary and secondary packaging

The finished product should be packed in cartons of 24 packs where each pack contains 9 bars.

Each bar is 2 biscuits of 28.4 g.

- Packaging material shall be child appropriate and cannot contain any detachable parts that present a choking hazard.
- Packaging materials, inks used for marking and glue shall be contact food grade, and water resistant.
- Packaging material shall not transfer any element (particle, flavour or odour) to the product.
- Packaging material shall be able to withstand pressure changes associated with air transport.
- Primary packaging shall be free of damage, such as (but not limited to) tears, cuts, holes, etc.
- Individual bar: shall be wrapped in a thin monolayer, grease-proof wrap, to provide low level protection, this shall be applied to each individual bar. The shrink film shall be determined by the manufacturer.
- 1 unit (box) = 9 bars

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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9 bars shall be packed into a vacuum-packed brick style and water repellent cardboard box. Packaging materials, inks and glue shall be food-contact approved;

- Carton: 24 boxes shall be packed in a strong corrugated board carton.

The cartons shall be of a sturdy quality, and provide protection of the goods for carriage by air, sea and/or road to final destination worldwide, including remote locations under adverse climatic and storage conditions, and high humidity - i.e. ECT (Edge Crush test) > 11kN/m with minimum 60% remaining with 90% humidity at temperature of 40°C (tropical conditions) or similar

The carton shall be strong, able to be stacked to a height of 2.4 m, and resistant to puncturing.

The following information shall appear on the carton: name and address of the manufacturer, packer, distributor, importer, exporter or vendor, country of origin, storage condition, weight, volume, numbers of units in a carton, storage conditions, batch number, best before date.

- Leaflet: Each carton shall contain a leaflet with the following information:
 - Name and address of manufacturer including country of origin
 - Composition: all ingredients shall be listed in order of descending quantities
 - Information of allergens and ingredients of animal origin
 - Nutritional values in 100g: energy content, proteins, lipids, and detailed content of each vitamin and mineral
 - Storage instructions
 - Net weight
 - Protocol and instructions for use:

RUTF biscuit is designed for children from 6 months of age and above - children below 6 months must be exclusively breastfed or if necessary with a specific regimen with therapeutic product prescribed by a clinician.

- RUTF biscuit must be prescribed and initiated by a trained health and nutrition professional only.
- RUTF biscuit should not be shared with other members of the family.
- RUTF biscuit shall be used according to the national protocols on the management of SAM.

For more details on dosage and length of treatment refer to existing international and national guidelines.

PLEASE FILL IN THE REQUIRED BELOW

FCA main seaport/airport (Incoterms 2010):

Main port is

Main airport is

Delivery Lead Time to point of delivery:.....

Item price & currency:.....
 (indicate price scale if relevant).....

.....

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Minimum order quantity (if relevant):.....

Monthly production capacity:.....

Product Shelf Life:.....

Supplier's product reference:.....

Manufacturing site :.....

Subcontracting party (if any):.....

Product HS Code:.....

PACKING INFORMATION BY UNIT OF MEASUREMENT:

- DIMENSION (in cm): ___ X ___ X ___ cm
- WEIGHT (in kg): ___ kg
- VOLUME (in cbm): ___ cbm

Incoterms & Delivery Requested
 FCA Nearest Port / Int'l Airport

Lead Time & Related Charges

Packing

Unit : Dimension.....x.....x.....cm	Weight.....kg	Volume.....cbm
Total: Dimension.....x.....x.....cm	Weight.....kg	Volume.....cbm

SPECIFIC TERMS AND CONDITIONS

PART I - PURPOSE OF THIS REQUEST FOR PROPOSAL

1. Background

1.1. UNICEF promotes the rights and wellbeing of every child, in everything we do. Together with our partners, we work in 190 countries and territories to translate that commitment into practical action, focusing special effort on reaching the most vulnerable and excluded children, to the benefit of all children, everywhere.

2. Solicitation; Long Term Arrangement

2.1 UNICEF wishes to enter into (a) non-exclusive Long Term Arrangement(s) ("LTA-G") for the procurement of the items with the specifications outlined in the schedules contained in this Solicitation Document, as required from time to time during the term of the LTA-G. It will be a provision of such Arrangement(s), that UNICEF will not be committed to purchase any minimum quantity of these items. UNICEF shall not be liable for any cost in the event that no purchases are made under any resulting LTA-G(s).

2.2 Purchases will be made against Purchase Orders to be issued by UNICEF 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.

2.3 Any quantities outlined in this Solicitation Document are an estimated forecast of the total requirement for the duration of the LTA-G or, if so specified, an estimated forecast for the annual requirement. Any estimates are provided in good faith and shall not in any way be deemed to be a commitment on the part of UNICEF regarding any quantity for future purchases.

2.4 This Solicitation Document is comprised of the following:

- **This document: RFP 503100**
- Interagency Specialized Food Manufacturer Quality Questionnaire
- Interagency Requirements for Stability Study
- Interagency Specialized Food Product Questionnaire
- Instructions for Technical Document Submission
- Technical Requirements for Nutrition Products

2.5 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 nothing in or in connection with this Solicitation Document shall give rise to any liability on the part of UNICEF unless and until an LTA-G and linked Purchase Order is signed by UNICEF and the successful Proposer.

3. Term

3.1 The proposed LTA-G shall be valid for an initial period of **36 months**, with a possible renewal for one (1) additional periods of **12 months**.

PART II - PROPOSAL SUBMISSION PROCESS

1. Proposal Submission Schedule

1.1 Acknowledgement of receipt of Solicitation Document.

Proposers are requested to inform UNICEF as soon as possible by **EMAIL** to Seema Jassal Nielsen at sjnielsen@unicef.org that they have received this Solicitation Document.

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

1.2 Questions from Proposers.

Proposers are required to submit any questions in respect of this Solicitation Document by **EMAIL** to Seema Jassal Nielsen at sjnielsen@unicef.org. The deadline for receipt of any questions is 20 November 2019.

IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE - ANY PROPOSALS SENT TO THE ABOVE-NAMED INDIVIDUAL 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 the UNICEF website.

1.3 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. In order 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.

1.4 Submission Deadline. The deadline for submission of Proposals is as follows:

23.59 hours (Copenhagen time) on 25 November 2019

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

1.5 Proposal opening. Proposals will be opened at 10:30 on 29 November 2019 **Due to the nature of this Request for Proposal, there will be no public opening of Proposals.**

1.5 Samples. Samples are required for this solicitation process and must be sent to UNICEF at

Alison Fleet
Medicines and Nutrition Centre
UNICEF Supply Division
Oceanvej 10-12
2150 Copenhagen O
Denmark

in the following quantities:

- S0000230 Emergency food ration,500g/CAR-24: 3 individual packs
- U239980 High Energy Biscuit: 1 carton
- S0000294 Supercereal (CSB+) 10% sugar/BAG-25kg: 1 unit of primary packaging (empty 25kg bag)
- S0000295 Supercereal Plus (CSB+)/BAG-1,5KG: 1 unit (1.5kg bag)
- S0000296 Supercereal Plus (WSB+)/BAG-1,5KG: 1 unit (1.5kg bag)
- S0000242 RUTF biscuit, packs,510g./CAR-24: 3 individual packs

2. Language

2.1 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.

3. Validity of Proposals; Modification and Clarifications; Withdrawal

3.1 Validity Period. Proposers must indicate the validity period of their Proposal. Proposals should be valid for a period of not less than one hundred and twenty (120) 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.

3.2 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.

3.3 Withdrawal of Proposal. A Proposal may be withdrawn by the Proposer on e-mailed, faxed 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.

3.4 Clarifications Requested by UNICEF. During the evaluation of Proposals, UNICEF may, in its sole discretion, seek clarifications from any Proposer in order for UNICEF to fully understand the Proposer's Proposal and assist in the examination, evaluation and comparison of Proposals. UNICEF 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.

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

4. Eligibility; Proposer Information

4.1 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 V of this Solicitation Document, including the representations on ethical standards, including conflicts of interest.

4.2 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, 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 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.

4.3 Proposals from Government Organizations. The eligibility of Proposers that are wholly or partly owned by the Government will be subject to UNICEF'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.

5. Preparation of Offer

5.1 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);

- Review the Solicitation Document to ensure that they have a complete copy of all documents;

- Review the standard UNICEF Contractual Provisions and the UNICEF General Terms and Conditions of Contract (Goods) for the supply of goods publicly available on the UNICEF Supply website from 1 June, 2017:
http://www.unicef.org/supply/index_procurement_policies.html;

- Review the UNICEF policies publicly available on the UNICEF Supply website:
http://www.unicef.org/supply/index_procurement_policies.html. 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;

- Attend any bid conference if it is mandatory 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.

5.2 Proposers acknowledge that UNICEF, its 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.

5.3 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.

5.4 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 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.

5.5 The completed and signed Bid Form must be submitted together with the Proposal. The Bid Form must be signed by a duly authorized representative of the Organization/Company.

5.6 Proposals must be clearly marked with the Solicitation Document number.

5.7 If answer sheets are provided by UNICEF then these must be completed by the Proposer.

5.8 Technical Proposal:

5.9 Price Proposal: The Price Proposal should be prepared in accordance with the quantities and specifications outlined in the schedules contained in this Solicitation Document.

5.10 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 is 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.

6. Proposal Documents; Confidentiality

6.1 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.

6.2 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.

6.3 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.

7. Multiple Proposals and Proposals from related organizations

7.1 Proposers shall not submit more than one Proposal as part of this solicitation process.

7.2 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.

7.3 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 - AWARD/ADJUDICATION OF PROPOSALS

1. Award

1.1 Evaluation. The evaluation is carried out by UNICEF in accordance with UNICEF's regulations, rules and practices and all determinations are made in UNICEF's sole discretion.

After opening the Proposals, UNICEF 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 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 IV clause 3.1 below. Where more than one INCOTERM is stated in Part IV clause 3.1 below, Proposals will be evaluated based on whichever INCOTERM is in the best interest of UNICEF as determined by UNICEF in its sole discretion. UNICEF will award the LTA-G to the Proposer offering a combination of the lowest acceptable prices and shortest lead time, provided that UNICEF considers that the Proposal to be reasonable and that it is in the interest of UNICEF to accept the Proposal.

Commercial assessment:

- FCA unit price
- Manufacturing lead time
- Supplier's past performance for companies known to UNICEF

1.2 Partial Proposals. UNICEF will accept partial Proposals.

1.3 Minimum Order Quantity. 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.

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

1.5 Multiple Arrangements. UNICEF reserves the right to make multiple arrangements for any item(s) where UNICEF considers it to be in its best interest to do so.

1.6 Negotiation. UNICEF reserves 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).

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

2. General Terms And Conditions Of Contract (Goods)

2.1 UNICEF's General Terms and Conditions of Contract (Goods) which are attached at Annex A to this Solicitation Document will apply to any LTA-G and linked Purchase Orders awarded in connection with this Solicitation Document. By signing the Bid Form, each Proposer is deemed to have confirmed its acceptance of the UNICEF General Terms and Conditions (Goods). The Proposer understands that if it proposes any amendments or additional terms to the UNICEF General Terms and Conditions (Goods), these must be clearly detailed in the Proposal and may negatively affect the evaluation of the Proposal.

3. Inspection

3.1 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. 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.

4. Rights of UNICEF

4.1 UNICEF reserves 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 with its reasonable cooperation with such verification).
- (c) to invalidate any Proposal received from a Proposer that, in UNICEF's sole opinion has previously failed to perform satisfactorily or complete contracts or Purchase Orders on time, or UNICEF believes is not in a position to perform the LTA-G;
- (d) to invalidate any Proposal that, in UNICEF'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 is not required to provide any justification, but will give notice prior to any such suspension of negotiations or withdrawal of award.

4.2 UNICEF is 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 exercising any of its rights in paragraph 4.1 above.

PART IV - REQUIREMENTS

1. Prices and Discounts

1.1 Prices. The prices include the cost of packaging and packing the goods in accordance with the requirements set out on the UNICEF Supply website

http://www.unicef.org/supply/index_41950.html. The price also includes delivery in accordance with the applicable INCOTERM.

Notwithstanding any agreed discounts (as per paragraph 1.4 below), prices offered by bidders, shall constitute maximum ceiling prices and shall remain fixed for the duration of the LTA-G.

1.2 Payment Terms. Invoices may be issued to UNICEF 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.

1.3 Currency.

(a) Proposers are requested to provide unit prices in USD or EUR. UNICEF will reject any Proposals submitted in another currency.

(b) If the above paragraph (a) explicitly permits two or more specified currencies for the Proposals, then 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.

1.4 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 bidder is able to offer UNICEF discounted price(s), the unit prices shall be reduced for the specific affected Purchase Orders.

1.5 Taxes.

Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNICEF as a subsidiary organ, is 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.

2. Implementation

2.1 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.

2.2 Joint Ventures. 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.

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.

3. Delivery

3.1 Incoterms.

Proposers are requested to quote prices in accordance with the following delivery terms (INCOTERMS 2010):

FCA - Named international airport/seaport

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

3.2 Deliveries will be made in accordance with instructions in UNICEF'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.

3.3 UNICEF will monitor and measure the performance of the successful Proposer, in comparison with the realistic lead time indicated in its Proposal.

4. Shelf Life and Warranty

4.1 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).

4.2 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 (http://www.unicef.org/supply/index_41950.html) 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.

4.3 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.

4.4 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.

4.5 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 (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.

4.6 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.

5. Other Goods Requirements

5.1 Country of Origin. Items produced in countries other than that 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.

5.2 Samples.

5.3 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 (http://www.unicef.org/supply/index_41950.html) 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.

6. Liquidated Damages

6.1 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 V - PROPOSER REPRESENTATIONS

1. Price - Most Favoured Customer

1.1 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)

1.2 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, the Proposer 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 any amounts owing to UNICEF as a result of such retroactive price adjustment.

2. General Representations

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

2.1 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.

2.2 All of the information it has provided to UNICEF concerning the goods and the Proposer is true, correct, accurate and not misleading.

2.3 The Proposer is financially solvent and is able to supply the goods to UNICEF in accordance with the requirements described in this Solicitation Document.

2.4 The use or supply of the goods does not and will not infringe any patent, design, trade-name or trade-mark.

2.5 The development, manufacture and supply of the goods has complied, does comply, and will comply with all applicable laws, rules and regulations.

2.6 The Proposer will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

2.7 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).

2.8 The Proposer agrees to be bound by the decisions of UNICEF, 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.

3. Ethical Standards

UNICEF 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 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.

By submitting its Proposal in response to this Solicitation Document, the Proposer makes the following representations and warranties to UNICEF as at the Submission Deadline:

3.1 In respect of all aspects of the solicitation process the Proposer has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest. In particular, the Proposer has disclosed to UNICEF if it or any of its affiliates is, or has been in the past, engaged by UNICEF 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.

3.2 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.

3.3 No official of UNICEF 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.

3.4 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.

3.5 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 if it or any of its affiliates, or personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the 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 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 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' suspension at UNICEF's sole choice.

3.6 The Proposer will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF 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/index_procurement_policies.html. 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.

3.7 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).

3.8 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.

3.9 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.

3.10 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.

3.11 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 3.

3.12 Each of the provisions in Article 3 of this Part V constitutes an essential condition of participation in this solicitation process. In the event of a breach of any of these provisions, UNICEF is 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 any other entity of the United Nations System in the future.

4. Audit

4.1 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 3 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.

INSTRUCTION TO PROPOSERS

1. MARKING AND RETURNING PROPOSALS

1.1 Proposals shall be submitted in the manner indicated in the cover page of this document (emailed or by fax).

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

1.3 Proposals must be clearly marked with the RFP number.

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

- a) with incorrect e-mail or fax number;
- b) received after the stipulated closing time and date;
- c) failure to quote in the currency(ies) stated in the RFP;
- d) in a different form than prescribed in the RFP.

1.5 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this RFP, paying particular attention to its schedules and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated goods need.

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

1.6 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the schedules for this RFP).

1.7 E-MAILED PROPOSALS (Electronic submission of Proposals)

1.7.1 All e-mailed Proposals must be submitted to supplybid@unicef.org, the ONLY ACCEPTABLE E-MAIL ADDRESS for receipt of Proposals. No other recipient should be "Cc" or "Bcc" in the e-mail submission.

1.7.2 Proposals can be sent in batches not to exceed UNICEF's e-mail size quota of twenty five (25) megabytes per e-mail.

1.7.3 All e-mail communication in relation to the Proposal must clearly indicate the reference RFP number followed by the company name (e.g. 501234 Vendor Ltd for RFP-DAN-2014-501234) in the "Subject" line of the e-mail.

1.7.4 All Proposals submitted by e-mail must be submitted as PDF (Portable Document Format) files. Email links (e.g. to documents to be downloaded from cloud based folders) are not acceptable unless otherwise specifically requested. Proposals submitted as a link or through a link will be invalidated.

1.7.5 Technical Proposal and Price Proposal must be sent as separate files and clearly indicated in the file name; e.g. 501234 Technical Proposal.pdf; 501234 Price Proposal.pdf. No price information should be provided in the Technical Proposal.

1.7.6 Upon receipt of the Proposal submission, an "acknowledge receipt" will be generated automatically and sent to the sender's e-mail address. The notification serves as the only proof of receipt from UNICEF.

1.8 FAXED PROPOSALS

Faxed Proposals must be sent to + 45 35 25 02 80 (secured fax).

2. OPENING OF PROPOSALS

2.1 Proposals received prior to the stated closing time and date will be kept unopened. Proposals will be opened at the date and time specified in the RFP documents, and no Proposals received thereafter will be considered.

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

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

3. UNGM REGISTRATION

3.1 UNICEF is part of the United Nations Global Marketplace (UNGM). Accordingly, all proposers are requested to become a UNICEF vendor by creating a vendor profile and submitting their national incorporation license/certificate at the Level 1 stage of vendor registration process in the UNGM website: www.ungm.org

3.2 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.

4. AWARD NOTIFICATION

4.1 Notification of the outcome on an RFP with an estimated value over USD 500,000 advising product, awarded supplier and total value of award is published on a monthly basis on the following site: http://www.unicef.org/supply/index_27009.html.

ANNEX A GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Goods)

Definitions and UNICEF Supply Website

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

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

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

"Consignee" means the consignee designated in the Contract.

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

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

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

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

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

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

"Price" is defined in Article 3.1.

"Supplier" is the supplier named in the Contract.

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

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

2. Delivery; Inspection; Risk of Loss

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

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

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

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

Inspection

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

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

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

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

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

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

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

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

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

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

Risk of Loss; Title to Goods

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

ANNEX A GENERAL TERMS AND CONDITIONS

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

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

3. Price; Invoicing; Tax Exemption; Payment Terms

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

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

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

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

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

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

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

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

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

4. Representations and Warranties; Indemnification; Insurance

Representations and Warranties

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

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

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

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

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

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Indemnification

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

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

Insurance

4.8 The Supplier will comply with the following insurance requirements:

(a) The Supplier will have and maintain in effect with reputable insurers and in sufficient amounts, insurance against all of the Supplier's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Supplier's performance of the Contract), including the following:

(i) Insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

(ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract including, but not limited to, product liability insurance, in an adequate amount to cover all claims arising from or in connection with the Supplier's performance under the Contract. The Supplier's product liability insurance will cover the direct and indirect financial consequences of liability (including all costs, including replacement costs, related to recall campaigns) sustained by UNICEF or third parties as a result of or relating to the Goods;

(iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and

(iv) Such other insurance as may be agreed upon in writing between UNICEF and the Supplier.

(b) The Supplier will maintain the insurance coverage referred to in Article 4.8(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.

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

(d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Supplier's insurance required under this Article 4.8 will (i) name UNICEF as an additional insured; (ii) include a waiver by the insurer of any subrogation rights against UNICEF; and (iii) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.

(e) The Supplier will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.8.

(f) Compliance with the insurance requirements of the Contract will not limit the Supplier's liability either under the Contract or otherwise.

Liability

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

5. Intellectual Property and Other Proprietary Rights; Confidentiality

Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights with regard to products, processes, inventions, ideas, know-how, data or documents and other materials ("Contract Materials") that (i) the Supplier develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Supplier under the Contract. The Supplier acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF's Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.

(b) UNICEF will not be entitled to, and will not claim any ownership interest in, any intellectual property or other proprietary rights of the Supplier that pre-existed the performance by the Supplier of its obligations under the Contract, or that the Supplier may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Supplier grants to UNICEF a perpetual license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

(c) At UNICEF's request, the Supplier will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring (or, in the case, intellectual property referred to in paragraph (b) above, licensing) them to UNICEF in compliance with the requirements of the applicable law and of the Contract.

Confidentiality

5.2 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser's Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser's Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser's Confidential Information to any other party:

(a) except to those of its Affiliates, employees, officials, representatives, agents and sub-contractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract; or

(b) unless the Confidential Information (i) is obtained by the Recipient from a third party without restriction; (ii) is disclosed by the Discloser to a third party without any obligation of confidentiality; (iii) is known by the Recipient prior to disclosure by the Discloser; or (iv) at any time is developed by the Recipient completely independently of any disclosures under the Contract.

5.3 If the Supplier receives a request for disclosure of UNICEF's Confidential Information pursuant to any judicial or law enforcement process, before any such disclosure is made the Supplier (a) will give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the intervention of the relevant national Government to establish protective measures or take such other action as may be appropriate; and (b) will so advise the relevant authority that requested disclosure. UNICEF may disclose the Supplier's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

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

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End of Contract

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

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

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

6. Termination; Force Majeure

Termination by Either Party for Material Breach

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

Additional Termination Rights of UNICEF

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

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

(b) if the Supplier breaches any of the provisions of Articles 5.2-5.4 (Confidentiality); or

(c) if the Supplier (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (ii) is granted a moratorium or a stay, or is declared insolvent; (iii) makes an assignment for the benefit of one or more of its creditors; (iv) has a receiver appointed on account of the insolvency of the Supplier; (v) offers a settlement in lieu of bankruptcy or receivership; or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Supplier to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Articles 6.1 and 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Supplier in any case in which UNICEF's mandate applicable to the performance of the Contract or UNICEF's funding applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract upon sixty (60) days' written notice to the Supplier without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Supplier will immediately take steps to cease provision of the Goods in a prompt and orderly manner and to minimize costs and will seek instructions from UNICEF regarding Goods in transit (if any) and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Supplier will take any other action that may be necessary, or that UNICEF may direct in writing, for the minimization of losses and for the protection and preservation of any property (whether tangible or intangible) related to the Contract that is in the possession of the Supplier and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated, no payment will be due from UNICEF to the Supplier except for Goods delivered in accordance with the requirements of the Contract and only if such Goods were ordered, requested or otherwise provided prior to the Supplier's receipt of notice of termination from UNICEF or, in the case of termination by the Supplier, the effective date of such termination. The Supplier will have no claim for any further payment beyond payments in accordance with this Article 6.5, but will remain liable to UNICEF for all loss or damages which may be suffered by UNICEF by reason of the Supplier's default (including but not limited to cost of the purchase and delivery of replacement or substitute goods).

6.6 The termination rights in this Article 6 are in addition to all other rights and remedies of UNICEF under the Contract.

Force Majeure

6.7 If one Party is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; or (d) any event resulting from harsh conditions or logistical challenges for the Supplier (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF's humanitarian, emergency, or similar response operations.

7. Ethical Standards

7.1 The Supplier will be responsible for the professional and technical competence of its Personnel including its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

7.2 (a) The Supplier represents and warrants that no official of UNICEF or of any United Nations System organisation has received from or on behalf of the Supplier, or will be offered by or on behalf of the Supplier, any direct or indirect benefit in connection with the Contract including the award of the Contract to the Supplier. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

(b) The Supplier represents and warrants that the following requirements with regard to former UNICEF officials have been complied with and will be complied with:

(i) During the one (1) year period after an official has separated from UNICEF, the Supplier may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Supplier has participated.

(ii) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Supplier, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

(c) The Supplier represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Supplier and the selection and awarding of sub-contracts by the Supplier), it has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

7.3 The Supplier further represents and warrants that neither it nor any of its Affiliates, or Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Supplier will immediately disclose to UNICEF if it or any of its Affiliates, or Personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Contract.

7.4 The Supplier will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the performance of the Contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combating Fraud and Corruption. In particular, the Supplier will not engage, and will ensure that its Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combating Fraud and Corruption.

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

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

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Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

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

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

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

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

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

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

8. Full Cooperation with Audits And Investigations

8.1 From time to time, UNICEF may conduct investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties' performance of the Contract generally and including but not limited to the Supplier's compliance with the provisions of Article 7 above. The Supplier will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited to) making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such inspections, post-payment audits or investigations access to the Supplier's premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Supplier will require its sub-contractors and its agents, including, but not limited to, the Supplier's attorneys, accountants or other advisers, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

9. Privileges and Immunities; Settlement of Disputes

9.1 Nothing in or related to the Contract will be deemed a waiver, express or implied, deliberate or inadvertent, of any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Convention on the Privileges and Immunities of the United Nations, 1946, or otherwise.

9.2 The terms of the Contract will be interpreted and applied without application of any system of national or sub-national law.

9.3 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal will have no authority to award punitive damages. In addition, the arbitral tribunal will have no authority to award interest in excess of the London Inter-Bank Offered Rate (LIBOR) then prevailing and any such interest will be simple interest only. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

10. Notices

10.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be in writing, and addressed to the persons listed in the Contract for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, or by confirmed email transmission. Notices, requests or consents will be deemed received upon delivery (if delivered in person), upon signature of receipt (if delivered by registered mail), or twenty-four (24) hours after confirmation of receipt is sent from the addressee's email address (if delivered by confirmed email transmission).

10.2 Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.

10.3 All documents that comprise the Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with the Contract, will be deemed to include, and will be interpreted and applied consistently with, the provisions of Article 9 (Privileges and Immunities; Settlement of Disputes).

11. Other Provisions

11.1 The Supplier acknowledges UNICEF's commitment to transparency as outlined in UNICEF's Information Disclosure Policy and confirms that it consents to UNICEF's public disclosure of the terms of the Contract should UNICEF so determine and by whatever means UNICEF determines.

11.2 The failure of one Party to object to or take affirmative action with respect to any conduct of the other Party which is in violation of the terms of the Contract will not constitute and will not be construed to be a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

11.3 The Supplier will be considered as having the legal status of an independent contractor as regards UNICEF. Nothing contained in the Contract will be construed as making the Parties principal and agent or joint venturers.

11.4 (a) Except as expressly provided in the Contract, the Supplier will be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance of its obligations under the Contract.

(b) In the event that the Supplier requires the services of sub-contractors to perform any obligations under the Contract, the Supplier will notify UNICEF of this. The terms of any sub-contract will be subject to, and will be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

(c) The Supplier confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Supplier will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Supplier will further cooperate with UNICEF's implementation of this policy.

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

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

11.5 The Supplier will not, without the prior written consent of UNICEF, assign, transfer, pledge or make other disposition of the Contract, or of any part of the Contract, or of any of the Supplier's rights or obligations under the Contract.

11.6 No grant of time to by a Party to cure a default under the Contract, nor any delay or failure by a Party to exercise any other right or remedy available to it under the Contract, will be deemed to prejudice any rights or remedies available to it under the Contract or constitute a waiver of any rights or remedies available to it under the Contract.

11.7 The Supplier will not seek or file any lien, attachment or other encumbrance against any monies due or to become due under the Contract, and will not permit any other person to do so. It will immediately remove or obtain the removal of any lien, attachment or other encumbrance that is secured against any monies due or to become due under the Contract.

11.8 The Supplier will not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNICEF or the United Nations. Except as regards references to the name of UNICEF for the purposes of annual reports or communication between the Parties and between the Supplier and its Personnel and sub-contractors, the Supplier will not, in any manner whatsoever use the name, emblem or official seal of UNICEF or the United Nations, or any abbreviation of the name of the United Nations, in connection with its business or otherwise without the written permission of UNICEF.

11.9 The Contract may be translated into languages other than English. The translated version of the Contract is for convenience only, and the English language version will govern in all circumstances.

11.10 No modification or change in the Contract, and no waiver of any of its provisions, nor any additional contractual relationship of any kind with the Supplier will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorised official of UNICEF.

11.11 The provisions of Articles 2.8, 2.9, 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2, 11.4(e), 11.6 and 11.8 will survive delivery of the Goods and the expiry or earlier termination of the Contract.