

REQUEST FOR PROPOSAL
UNITED NATIONS CHILDREN'S FUND (UNICEF)
Wishes to receive proposals for

**PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR COVID-19
PANDEMIC RESPONSE**

FOR DELIVERY DURING THE PERIOD FROM APRIL – DECEMBER 2020

RFP-DAN-2020-503174

13th April 2020

ELECTRONIC PROPOSALS must be received at the following address up to **23:59 hours** (Copenhagen time) on **30th June 2020**.

UNITED NATIONS CHILDREN'S FUND (UNICEF)
Attention: Bid SECTION - RFP-DAN-2020-503174
Oceanvej 10-12
2150 Nordhavn
Denmark
Email: supplybid@unicef.org

PROPOSALS RECEIVED IN ANY OTHER MANNER WILL BE INVALIDATED

Prepared by: *Robert Matthews* 14-04-2020

Mr. Robert Matthews, Contracts Manager

Approved by:

Abdallah Makhlof

Mr. Abdallah Makhlof
Chief, Health Technology Centre
Supply Division, UNICEF

14-04-2020



14-04-2020

Ms. Katinka Rosenbom
Chief, Contracting Centre
Supply Division, UNICEF

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1. INTRODUCTION

1.1 PURPOSE OF THIS REQUEST FOR PROPOSAL

UNICEF is issuing this Request for Proposal (RFP) for PPE products to cover the forecasted PPE needs for COVID-19 response from participating UN Agencies and NGOs, including IAEA, IFRC, IOM, MSF, PAHO, UNDP, UNFPA, UNHCR, UNICEF, UNOPS, UNPD, UNRWA and WHO.

1.2. THE OBJECTIVES OF THIS RFP ARE:

- to present the consolidated demand from the participating UN Agencies and NGOs;
- establish supply agreements with high impact suppliers to ensure the timely, uninterrupted, sustainable supply of affordable, quality assured PPE products;
- to meet the forecast demand of participating UN Agencies and NGOs as outlined in Annex G.

1.3 TENDER SCOPE

The range of products to be included under this tender are outlined in Table 1 below:

Table 1. List of products

#	Product		Material Unit of Measure	Intended use
	UNICEF Mat. No	Description		
10	S0305109	Mask, high-fil., FFP2/N-95, no-valve, none sterile	Each	Healthcare workers/Front line COVID responders
20	S6780349	Mask,HighFill,FFP2/N95ValveNonsterBOX-10	Box of 10	Healthcare workers/Front line COVID responders
30	S0305086	Mask,high-fil,FFP3/N-100	Each	Healthcare workers/Front line COVID responders
40	S0305135	Mask, surgical, type IIR, tie strap, disp./PAC50	Pack of 50	Healthcare workers/ Patients without symptoms suggestive of COVID-19/ Caregiver
50	S0305146	Mask, medical, type I, disp/BOX-50	Box of 50	frontline working for Essential services outside of COVID response
60	S6780363	Mask,surgic,typeII,disp., pack of 50	Pack of 50	frontline working for Essential services outside of COVID response
70	S0305117	Coverall, protection, Cat III, type 6b, L	Each	Cleaners/ Ambulance
80	S0305126	Coverall, protection, Cat III, type 6b, M	Each	Cleaners/ Ambulance
90	S0305127	Coverall, protection, Cat III, type 6b, XL	Each	Cleaners/ Ambulance
100	S0305144	Goggles, protective, indirect-side-venti	Each	Healthcare workers/Cleaners
110	S0969026	Gloves, w/o powder, nitrile, L, disp./BOX-100	Box of 100	Healthcare workers
120	S0969025	Gloves, w/o powder, nitrile, M, disp./BOX-100	Box of 100	Healthcare workers
130	S0305138	Gown, surgical, non-sterile, non-woven, disp., L	Each	Healthcare workers
140	S0305140	Gown, surgical, non-sterile, non-woven, disp., XL	Each	Healthcare workers
150	S0305139	Gown,isol,nonwoven,ligt,ISO16604,disp,XL	Each	Healthcare workers
160	S0305136	Gown,isolation,nonwoven,disp,pack10	Pack of 10	Healthcare workers
170	S0305137	Gown,isol,nonwoven,ligt,ISO16604,disp,L	Each	Healthcare workers
180	S0305078	Cap, surgical, bouffant, non-woven	Each	Healthcare workers
190	S0305131	HE Apron,protect,plastic,disp/PAC-100	Pack of 100	Cleaners
200	S0305129	Boot covers	Pair	Cleaners
210	S0305116	Faceshield,fog-resistant,fullface,disp	Each	Healthcare workers/Cleaners
220	U282700	PPE		for submitting alternative offers for any of the above requested products

The products are all considered strategic due to their role in COVID-19 Pandemic response.

1.4 PLANNED PROCUREMENT APPROACH

The planned procurement approach seeks to address the current challenges and bottlenecks in the supply of PPE brought on by Covid-19. It needs to address the immediate needs and build longer term supply security, allowing over time to adjust to the 'new normal' level of demand. It requires dialogue and Industry engagement to understand challenges and how these can be addressed.

In order to secure supply for both the short-to-medium and medium-to-long term, UNICEF is planning a two phased approach, initially seeking to issue contracts and secure supply agreements for the remainder of 2020 and then issuing a follow up tender around September 2020 to secure demand for 2021, building on the lessons learnt, agreements established, and considering the updated forecast demand and market status.

A Procurement Reference Group (PRG) will be established to build on the expertise of various stakeholders. Considering the strategic nature of the procurement to be undertaken, the PRG will provide advice to UNICEF with regards to the award approach and procurement allocations during the execution of this procurement. UNICEF will share information related to the proposal(s) and recommended award(s) with the PRG under confidentiality.

The role of the PRG will be to advise on the award strategy and allocate the available acceptable offers taking into consideration the ability to accept terms and produce funded demand for the relevant time frame, based on principles.

UNICEF and participating UN Agencies and NGOs will work with selected manufacturers to establish supply arrangements that best meet the requirements of all parties for ensuring that the demand of countries and the objectives of this tender are fulfilled.

Resultant Purchase orders and supply arrangements, including LTAs, may be established by any of the participating Agencies and NGOs with the proposers in alignment with the decisions taken by the PRG.

To ensure the agility and enable a rapid response, the resultant supply agreements will be a combination of individual purchase orders and the establishment of Long Term Arrangements (LTAs) for the sustained supply of PPE to be procured through UNICEF and participating UN Agencies and NGOs for the remainder of 2020. Where established, these LTAs will provide the basis upon which subsequent Purchase Orders are made for specific PPE deliveries throughout the period.

1.5 TENDER QUANTITIES INCLUDED IN RFP-DAN-2020-503174

The Tender Quantities included in this RFP are provided in Annex A. These quantities indicate the intended volumes of awards to be made as an outcome of this tender activity.

The Item Numbers referenced for the individual products in Annex A are to be used to reference the individual product proposal submissions.

Any estimates are provided in good faith and shall not in any way be deemed to be a commitment on the part of UNICEF or participating UN Agencies and NGOs regarding any quantity for future purchases.

The participating agencies have undertaken a forecast exercise to inform industry of expected quantities to be procured. The forecast calculations were based on WHO's guidance on Rational Use of Personal Protective Equipment, that is, with a focus on the health workers as key users of PPE as well as patients where relevant. Health workers are understood in a broad sense and may work in a variety of settings. The participating agencies have collected information from their local offices who estimated their needs, based on discussions with other local development and humanitarian partners and, importantly, with ministries of health in their countries. Additionally, once globally collected, the participating agencies have added some considerations based on their intelligence and procurement thus far.

The forecast presented in this document estimates the needs of the following agencies, including both UN and beyond: IAEA (International Agency for Atomic Energy), IFRC (International Federation of the Red Cross and the Red Crescent), IOM (International Office for Migration), MSF (Medecins Sans Frontieres), PAHO (Pan-American Health Organization), UNDP (UN Development Programme), UNFPA (UN Population Fund), UNHCR (UN High Commissioner for Refugees), UNICEF (UN Children's Fund), UNOPS (UN Office for Project Services), UNPD (UN Procurement Division), UNRWA (UN Relief and Works Agency for Palestine Refugees) and WHO (World Health Organization).

In the process of assessing their demand, the participating agencies have developed 4 possible demand scenarios, with one being the most realistic and the one we expect industry to be guided by, while considering the less likely scenarios:

- Scenario 1 (most likely): High numbers of PPE needed until Aug, with demand falling sharply from then on.
- Scenario 2: High numbers of PPE needed until Aug, with demand progressively reducing from then on, possibly continuing the trend into 2021 even though the forecast is only until end 2020.
- Scenario 3: High numbers of PPE needed until Aug, including the assumption that India requires PPE in April and May to be met mostly with Indian suppliers, with demand falling sharply from then on.
- Scenario 4: High numbers of PPE needed until Aug, including the assumption that India requires PPE in April and May to be met mostly with Indian suppliers, with demand progressively reducing from then on, possibly continuing the trend into 2021 even though the forecast is only until end 2020.

For Scenario 1 and 3 an annex (ANNEX G) is included with the list of agencies and their specific demand figures as forecasted.

The participating agencies would like to be explicit around the forecasted figures, which are indeed a forecast and they represent no commitment from any of the agencies to procure as per the forecasted figures. Realizing the importance of maintaining the forecast current, the participating agencies have committed to providing regular updates to the figures. These will be posted online.

In terms of mapping the forecast against the items specifically identified in the tender, Table 2 below provides an overview of the Forecast quantities against the specific materials included under this RFP and the relationships.

Table 2. Tender Forecast

Product Category	Material cat	Tender Item No	Material Description	Material Unit of Measure	Forecast Unit of Measure	Joint UN Forecast, Demand period			
						Apr-May	Jun-Aug	Sep-Dec	Grand Total
Respirators	S0305109	10	Mask, high-fil., FFP2/N-95, no-valve, none sterile	Each	Each	102,914,629	94,991,885	16,675,057	214,581,570
Respirators	S6780349	20	Mask,HighFill,FFP2/N95ValveNonsterBOX-10	Box of 10	Each	Alternative sourcing for Material # S0305109			
Respirators	S0305086	30	Mask,high-fil,FFP3/N-100	Each	Each	20,400	alternative sourcing for Material # S0305109		
Surgical Mask splash resistant	S0305135	40	Mask, surgical, type IIR, tie strap, disp./PAC50	Pack of 50	Each	1,037,989,285	1,232,787,912	128,182,611	2,398,959,807
Surgical Mask , other	S0305146	50	Mask, medical, type I, disp./BOX-50	Box of 50	Each	1) Alternative sourcing in case of short supply in the first window for Material S0305135 2) Some of the Qty forecasted under S0305135, will be allocated under these material numbers based on the discussion with agencies on the end user of these products (Staff, healthy individual vs health systems)			
Surgical Mask , other	S6780363	60	Mask,surgic,typell,disp., pack of 50	Pack of 50	Each	1) Alternative sourcing in case of short supply in the first window for Material S0305135 2) Some of the Qty forecasted under S0305135, will be allocated under these material numbers based on the discussion with agencies on the end user of these products (Staff, healthy individual vs health systems)			
Coverall/ protective suit	S0305117	70	Coverall, protection, Cat III, type 6b, L	Each	Each	4,636,997	2,248,083	1,064,584	7,949,664
Coverall/ protective suit	S0305126	80	Coverall, protection, Cat III, type 6b, M	Each	Each	4,638,001	2,248,083	1,064,583	7,950,667
Coverall/ protective suit	S0305127	90	Coverall, protection, Cat III, type 6b, XL	Each	Each	4,637,001	2,248,083	1,064,583	7,949,667
Goggles	S0305144	100	Goggles, protective, indirect-side-venti	Each	Each	9,195,698	8,418,472	1,617,622	19,231,792
Examination gloves	S0969026	110	Gloves, w/o powder, nitrile, L, disp./BOX-100	Box of 100	Each	269,072,827	321,091,310	59,978,312	650,142,449
Examination gloves	S0969025	120	Gloves, w/o powder, nitrile, M, disp./BOX-100	Box of 100	Each	269,072,827	321,091,310	59,978,312	650,142,449
Gowns	S0305138	130	Gown, surgical, non-sterile, non-woven, disp., L	Each	Each	43,361,231	57,496,970	17,881,337	118,739,538
Gowns	S0305140	140	Gown, surgical, non-sterile, non-woven, disp., XL	Each	Each	43,361,230	57,491,970	17,881,336	118,734,536
Gowns	S0305139	150	Gown,isol,nonwoven,ligt,ISO16604,disp,XL	Each	Each	Included under the forecast for S0305140			
Gowns	S0305136	160	Gown, isolation, nonwoven, disp, pack10	Pack of 10	Each	Included under the forecast for S0305140 and S0305138			
Gowns	S0305137	170	Gown,isol,nonwoven,ligt,ISO16604,disp,L	Each	Each	Included under the forecast for S0305138			
Surgical Cap	S0305078	180	Cap, surgical, bouffant, non-woven	Each	Each	8,277,466	9,991,032	7,077,485	25,345,983
Apron	S0305131	190	HE Apron,protect,plastic,disp/PAC-100	Pack of 100	Each	54,056,871	46,745,640	9,956,122	110,758,633
Boot cover	S0305129	200	boot covers	Pair	Each	9,118,531	1,392,856	985,721	11,497,108
Faceshield	S0305116	210	Faceshield,fog-resistant,fullface,disp	Each	Each	36,439,765	46,133,636	8,532,889	91,106,290
Alternative offer	U282700	220	PPE			Included for submission of Alternative offers			

2. INSTRUCTIONS TO PROPOSERS

2.1 PROPOSAL RESPONSE FORMAT

Proposers are requested to structure their submissions in accordance with the instructions below.

- 2.1.1 Proposers are required to submit their offers using the Response Templates provided for the standard requested information fields under the relevant section of the Response Templates (Annex D: Technical Proposal Response Template and Annex E: Commercial Proposal Response template).
- 2.1.3 Additional documentation or information may be submitted by the proposer in response to the requirements of this RFP in Section 17 of Annex D for technical information or Section 14 of Annex E for commercial information.
- 2.1.4 Proposals are required to be submitted using scanned signed pdf copies as well as soft copies (electronic copies of the files in excel). The scanned signed copies will be considered the formal bid submission. If there are any variances between the scanned signed copies and the electronic copies, the information included in the scanned signed copies will be considered the formal bid submission.
- 2.1.5 All requested information outlined in this solicitation document must be provided by the proposer. Failure to provide all requested information may result in the proposal being invalidated.

The intention behind this structured submission format is to ensure all required information is submitted and to increase the efficiency of the evaluation process.

2.2 MARKING AND RETURNING PROPOSALS

- 2.2.1 Proposals shall be submitted in the manner indicated in the cover page of this document.
- 2.2.2 Proposals must be clearly marked with the RFP number.
- 2.2.3 Proposers should note that Proposals received in the following manners will be invalidated:
 - a) sent to the incorrect e-mail;
 - b) received after the stipulated closing time and date; 30. June 2020
 - c) failure to quote in the currency (ies) stated in the RFP;
 - d) received in a different form than prescribed in the RFP.

- 2.3 **TECHNICAL PROPOSAL:** The Technical requested information is to be structured in accordance with the guidance and templates provided in Annex D. The Technical Proposal should address the criteria and requirements outlined in this RFP, paying particular attention to annexes A, B & C and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated goods needed.

- 2.4 **COMMERCIAL PROPOSAL:** The commercial requested information is to be structured in accordance with the guidance and templates provided in Annex E. The Commercial Proposal should address the criteria and requirements outlined in this RFP, paying particular attention to annexes A, F & G and the evaluation criteria.

2.5 E-MAILED PROPOSALS (Electronic submission of Proposals)

2.5.1 All e-mailed Proposals must be submitted electronically 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. **There is no need to send the hard copies of the same through courier.**

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

If proposals are required to be submitted in more than one batch due to size restrictions, proposers should reference the individual e-mails and the total numbers of e-mails to be sent, e.g. RFP-DAN-2020-503174 - xxxx Ltd. e-mail 1 of 3, RFP-DAN-2020-503174 - xxxx Ltd. e-mail 2 of 3, RFP-DAN-2020-503174 - xxxx Ltd. e-mail 3 of 3.

2.5.3 All e-mail communication in relation to the Proposal must clearly indicate the reference RFP number followed by the company name (e.g. **RFP-DAN-2020-503174** - xxxx) in the "Subject" line of the e-mail.

2.5.4 Email links (e.g. to documents to be downloaded from cloud-based folders) are not acceptable unless otherwise specifically requested. Proposals submitted as a link or through a link will be invalidated.

2.5.5 Technical Proposal and Commercial Proposal must be sent as separate files and clearly indicated in the file name; e.g. 503174 Technical Proposal.pdf; 503174 Commercial Proposal.pdf. **No commercial information should be provided in the Technical Proposal.**

2.5.6 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. If more than one e-mail is submitted, the automatic acknowledgement reply message will be sent out only to the first e-mail message.

2.6 MULTIPLE SUBMISSION OPPORTUNITIES

2.6.1 There are multiple submission windows during this RFP. Proposals received will be opened a day after each submission deadline. Proposals received thereafter will be considered for the next submission deadline up to 30 June 2020.

2.7 UNGM REGISTRATION

2.7.1 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.

2.7.2 Please note that **UNGM registration**, including provision of national incorporation license/certificate, should be submitted as soon as possible and is a **requirement for any eventual award**.

2.8 AWARD NOTIFICATION

- 2.8.1 Awardes with an estimated value over USD 500,000 made by UNICEF as an outcome of the RFP be published on the following site: http://www.unicef.org/supply/index_27009.html. And advise the product group, awarded supplier and total value of award.

3. SPECIFIC TERMS AND CONDITIONS

3.1. MINIMUM QUANTITY GUARANTEES AND FIRM CONTRACTING, AND SPECIAL PAYMENT TERMS

Understanding the current market constraints, UNICEF and other participating UN Agencies and NGOs are willing to consider offers of firm contracts and advance payment terms in order to achieve access to committed, significant and immediate production capacity increases and meaningful quantities of quality assured, affordably priced products.

Proposers are invited to present offers that require advance financing or alternative payment terms which demonstrate that such terms will result in increased production capacity and favourable pricing.

Proposals conditional upon firm commitment of UNICEF and/or other participating UN Agencies and NGOs to defined quantities will be evaluated against their utility in reaching the objectives of the tender. Any firm commitment would be subject to funding availability as well as other agreed upon conditions, including reciprocity clauses to achieve the needed risk-sharing of scale-ups.

The financial tools and facilities are agency dependent and will be applicable to the specific contracts established between the parties.

Proposers must include a list of the factors that influence their ability to make offers and commitments, and the factors that UNICEF and/or participating UN Agencies and NGOs may consider to gain access to production capacity or secure pricing.

Proposers should note that the ability of the participating organizations to engage in agreements with firm/advance terms is finite and offers including such terms therefore need to demonstrate credibly how they will have a catalytic impact to achieve access to the needed supplies.

3.2 ALTERNATIVE PRODUCT PROPOSALS

In addition to providing offers for the specific items listed in the RFP, Proposers are invited to offer alternative products, packaging presentations in response to this RFP. The objective of opening up for alternative proposals is to encourage industry to seek innovative solutions to support the achievement of UNICEF's objectives of this tender.

For alternative product proposals including alternative packaging presentations, proposers must include offers under the alternative proposal(s) for the alternative proposal(s) to be considered for evaluation. A blank offer sheet is provided for this purpose in Annex E, Section 4 and can be submitted in several copies if multiple alternatives will be offered.

Any alternative product or packaging presentations should be offered under the U material number U282700 reference, making reference to the relevant item in the tender where applicable.

3.3 SOLICITATION; PURCHASE ORDERS AND LONG-TERM ARRANGEMENTS

UNICEF, other participating UN Agencies and NGOs wish to procure items in the quantities and with the specifications outlined in this RFP in accordance with ANNEX A, ANNEX B, ANNEX C and ANNEX G.

- 3.3.1** Purchases will be made against Purchase Orders to be issued by UNICEF and/or other participating UN Agencies and NGOs, directly against proposals and terms and conditions of this RFP or 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.

Where possible, UNICEF and/or other participating UN Agencies and NGOs wish to enter into (a) non-exclusive Long-Term Arrangement(s) ("LTA-G") for the procurement of the forecasted items. It will be a provision of such Arrangement(s), that UNICEF and/or other participating UN Agencies and NGOs will not be committed to purchase any minimum quantity of these items, unless otherwise specifically agreed (ref. clause 3.1). UNICEF and/or other participating UN Agencies and NGOs shall not be liable for any cost in the event that no purchases are made under any resulting LTA-G(s).

- 3.3.2** This Solicitation Document is comprised of the following:

- This document (RFP-DAN-2020-503174)
- **Annex A** Tender products and quantities
- **Annex B** Technical specifications
- **Annex C** Technical requirement for Personal Protective Equipment (PPE) April 2020
- **Annex D** Technical Proposal Response Template
- **Annex E** Commercial Proposal Response Template
- **Annex F** The UNICEF General Terms and Conditions of Contract (Goods)
- **Annex G** Tender Forecast Quantities, including by Partner
- **Annex H** Background

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

- 3.3.4** Where possible UNICEF and/or other participating UN Agencies and NGOs will seek to establish LTA-Gs to the end of 2020 with the potential of extension if required. 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 institutional rights. No binding contract, including a process contract or other understanding or arrangement, will exist between the Proposer and UNICEF and/or other participating UN Agencies and NGOs and nothing in or in connection with this Solicitation Document shall give rise to any liability on the part of UNICEF and/or other participating UN Agencies and NGOs unless and until an LTA-G and linked Purchase Order is signed by UNICEF and/or other participating UN Agencies and NGOs and the successful Proposer.

3.4 PROPOSAL SUBMISSION PROCESS

3.4.1 PROPOSAL SUBMISSION SCHEDULE

Considering the scale and urgency of demand there will be multiple windows to submit proposals for this tender. These will be managed through submission deadlines on as outlined below. Proposers may submit proposals through one or more of the submission windows.

The tender will be active for the period of time from **14th April 2020** until **30th June 2020**.

Deadlines as indicated below are set within this period. Proposers shall be allowed to submit their proposals during the scheduled "windows" during the tender period.

Table 3. Submission Schedule

Window 1 Submission Deadline:	by latest 23.59 hours (Copenhagen time) 21 April 2020
Window 2 Submission Deadline:	by latest 23.59 hours (Copenhagen time) 04 May 2020
Window 3 Submission Deadline:	by latest 23.59 hours (Copenhagen time) 31 May 2020
Window 4 Submission Deadline:	by latest 23.59 hours (Copenhagen time) 30 June 2020

For Window 1 and Window 2 Submission Deadline, UNICEF is soliciting Proposals from suppliers that can offer product (s) from stock and production for immediate delivery or delivery within April and May, though not limiting this to exclude longer term offers.

For Window 3 and Window 4 Submission Deadline, UNICEF is soliciting Proposals from suppliers that can secure longer term availability of products.

For requested validity of proposals, refer to Section 3.6.1

During the period the tender is open, UNICEF may include additional closures if this is considered to be in the interest of UNICEF and supporting the Tender objectives. Any amendments will be posted on UNGM.

3.4.2 PROPOSAL OPENING

Due to the nature of this Request for Proposals, there will be no public opening of Proposals.

Proposals will be opened respectively on the day after each submission deadline. Any proposal submitted after one of the submission deadlines will be carried forward to the next round until the final closure deadline is reached.

UNICEF reserves the right to open and review proposals immediately after receipt to identify if there are any quantities available for immediate delivery to meet any immediate outstanding demand.

Any Proposals received by UNICEF after the last submission deadline (30 June 2020) will be rejected.

3.4.3 ACKNOWLEDGEMENT OF RECEIPT OF THE RFP DOCUMENT

Proposers are requested to inform UNICEF as soon as possible by E-MAIL to: "ppetender@unicef.org" that they **intend to submit a bid** and have received the Solicitation

Document including all referenced Annexes (A- H) to pptender@unicef.org that they intend to submit a bid and have received the Solicitation Document including all referenced Annexes (A- H).

IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO THE EMAIL ADDRESS STATED ABOVE – ANY PROPOSALS SENT TO THE ABOVE-EMAIL ADDRESS WILL BE DISQUALIFIED.

3.4.4 QUESTIONS FROM PROPOSERS

Proposers are required to submit any questions in respect of this Solicitation Document by E-MAIL to pptender@unicef.org. Considering the prolonged open tender period and the intent to award over a staggered time line the deadline for receipt of questions is **3 days prior** to each submission window deadline.

IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO THE EMAIL ADDRESS STATED ABOVE – ANY PROPOSALS SENT TO THE ABOVE EMAIL ADDRESS WILL BE DISQUALIFIED.

Proposers are required to keep all questions as clear and concise as possible. Requests for Clarifications already addressed by instructions included in this RFP document will not be addressed. Proposers are to review all documentation thoroughly before submitting clarifications.

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.

- 3.4.5** Amendments to Solicitation Document. At any time prior to the Submission Deadline, UNICEF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the Solicitation Document by amendment. If the Solicitation Document was available publicly online, amendments will also be posted publicly online. Further, all prospective Proposers that have received the Solicitation Document directly from UNICEF will be notified in writing of all amendments to the Solicitation Document. 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.

3.5 LANGUAGE

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

3.6 VALIDITY OF PROPOSALS; MODIFICATION AND CLARIFICATIONS; WITHDRAWAL

3.6.1 Validity Period. Proposers must indicate the validity period of their Proposal.

For Window 1 and Window 2 Submission Deadlines, UNICEF is soliciting Proposals from suppliers that can offer products for immediate delivery or delivery within April and May, though not limiting this to exclude longer term offers.

The proposals are requested to be valid for a period of **not less than 20 days** after the Submission Deadline.

For Window 3 and Window 4 Submission Deadlines, UNICEF is soliciting Proposals from suppliers that can offer long term availability of products, the proposals are requested to be valid for a period of **not less than 30 days** after the Submission Deadline.

Proposals valid for a shorter period may not be further considered due to the required timeline for evaluation and award recommendation.

UNICEF may request the Proposer to extend the validity period of their Proposal. Awards are not possible against expired proposals. Proposers are asked to provide information for the reason for the limitation of the offer validity period.

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

3.6.3 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 the relevant Submission Window Deadline. Negligence on the part of the Proposer confers no right for the withdrawal of the Proposal after it has been opened.

Modifications to and possible withdrawals of proposals must only be sent to the bid Sections at supplybid@unicef.org.

3.6.4 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.

3.6.5 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.

3.7 ELIGIBILITY; PROPOSER INFORMATION

3.7.1 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 clause 2.9 of this Solicitation Document, including the representations on ethical standards, including conflicts of interest.

3.7.2 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.

3.7.3 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.

3.8 PREPARATION OF OFFER

3.8.1 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, no price information in the technical proposal etc.) included in the RFP.
- Review the RFP 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: 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;
- 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.

3.8.2 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.

- 3.8.3** 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.
- 3.8.4** The Proposal is requested to be organized to follow the format of this Solicitation. Each Proposer is requested to 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.
- 3.8.5** Response sheets provided in Annex D and E are requested to be completed by the Proposer and included in the proposal submissions.
- 3.8.6** Technical Proposal: The Technical Proposal should address the mandatory requirements outlined in this Solicitation Document, paying particular attention to the criteria and specifications outlined in the Annex B and C. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated need.
- 3.8.7** Wherever items offered are not exactly in compliance with specifications in this RFP, or wherever alternatives are offered, it is the proposer's responsibility to provide the proposal with full descriptive specifications and documentation of such items. UNICEF reserves the right to determine whether any alternative Proposal is acceptable.
- 3.8.8** Commercial Proposal: The Commercial Proposal should be prepared in accordance with the quantities, terms and conditions and specifications outlined in this RFP Document.
- 3.8.9** Each Proposer acknowledges that its participation in any stage of the solicitation process for this Solicitation Document is at its own risk and cost. The Proposer is responsible for, and UNICEF 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.
- 3.8.10** Commercial Response Structure: The table below provides an overview of the required response structure for the commercial submission including references and guidance on the completion of Annex E requirements.
- 3.8.11** Questionnaire: Proposers are requested to fill and submit the questionnaire in section 15 for summary information.

Scanned signed PDF copies in addition to the electronic (EXCEL) versions of the templates provided under sections 1, 2, 3, 4, 5, and 6 of Annex E are required to be submitted for any award to be considered.

Table 4. Commercial Submission Check List

Section	Information Requested	Required documentation or information to be submitted
1	Proposal Form	Completed and Signed Proposal Form and acceptance of all the terms and conditions as outlined within the Solicitation document RFP-DAN-2020-503174 (Template Provided).
2	Financial Requirements Sheet	Provision of UNGM Registration Number and provision of Audit Financial Statements to UNICEF (Template Provided)
3	Commercial Terms Sheet	Completed and signed Commercial Terms sheet, including stating any exceptions to the terms and conditions of the RFP (Template Provided). Proposers should highlight any need for firm commitments or advanced funding.
4	Proposal Sheets	<p>Proposers shall complete and submit a copy of the Proposal Sheets for each product offered. (Templates Provided)</p> <p>There are 5 templates in the file on separate Tabs. Select the appropriate template based on the product type you intend to offer as indicated at the top of the proposal sheet.</p> <p>After selecting the appropriate template, Proposers are to insert the item reference, material number and product description in the green fields using the item and product referencing included in Annex A.</p> <p>Submissions for different items (products) require separate Proposal sheets. Please copy and paste the templates provided based upon the specific scope of your submission.</p> <p>Please complete the forms providing all the requested information (highlighted in Yellow cells).</p> <p>If there are multiple offers being proposed based on time or quantity parameters, one line must be provided per offer. The validity reference makes reference to the validity of the price under the offer and not the validity of the Bid.</p> <p>Please indicate if the product (s) offered can be exported i.e. you have export licence or other governmental authorisation that may be necessary. (Approved for Export (Yes/No)</p> <p>Please select the currency of your offer from the drop-down menu in cell H12.</p> <p>DO NOT delete or insert any cells, columns or rows.</p> <p>DO NOT include information outside of the yellow cells.</p> <p>Please include any additional conditionality in row 42 of the response template. If you require to submit further additional data please include such under Section 14 of your commercial response, clearly referencing the applicable product and offer the additional commentary refers to.</p>
5	Offered Quantity	Complete and submit this form covering Monthly offered quantities, Total Production capacity, Production Dependencies and Years of production for each product offered. (Template Provided). Include additional information in response to clauses

		3.12.4.1 and 3.12.4.2 under this section of your response if required.
6	Packing Details Sheet	Please complete and submit a copy of this form for each product offered (Template Provided)
7	Account Management	Proposers are to include an overview of the planned account management should the proposer be awarded under this RFP in response to clause 3.12.10
8	Organizational Charts	Proposers are to provide an overview of the organizational structure, identifying key staff involved in the management of the PPE production and UNICEF Account management.
9	Experience in PPE Product Delivery	Proposers are to provide an overview of their experience PPE product delivery in response to clause 3.12.11
10	Sustainable Procurement	Proposers are invited to highlight opportunities for access to, and enhancement of, local production capacity of PPE in UNICEF Program countries meeting the technical and quality standards, including opportunities for tech transfer.
11	Proposer Manufacturer relationship	Where applicable, proposers are to provide copies of the agreement between themselves and the producers of the offered products
12	Joint Venture Proposals	Please provide your response under this section to Clause 3.7.2 and clause 3.12.2.2 if relevant
13	Proposals from Government Organizations	Please provide your response under this section to Clause 3.8 if relevant
14	Additional Information	Please provide any additional information not covered under section 1 – 13 you would like to submit as part of your commercial proposal under section 14
15	Questionnaire	Proposers shall complete sign and submit the questionnaire in section 15

3.9 PROPOSAL DOCUMENTS: CONFIDENTIALITY

- 3.9.1** 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.
- 3.9.2** 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.
UNICEF will share information related to the proposal(s) and recommended award(s) with the PRG members and participating organizations under confidentiality.
- 3.9.3** 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.

3.10 AWARD/ADJUDICATION OF PROPOSALS

3.10.1 AWARD

3.10.1.1 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. Proposals will be reviewed against the mandatory requirements in this RFP, including but not limited to: Compliance with Instructions to Proposers, Compliance with Financial Requirement, UNICEF General Terms and Conditions, Currency of offer (USD or Euro only), Technical proposals and commercial proposals submitted in separate files-mails, Compliance with Technical specifications and quality requirements.

Proposals deemed not to meet all of the mandatory requirements will not be eligible for award until such are met. Failure to comply with any of the terms and conditions contained in this RFP Document, including, but not limited to, failure to provide all required information, may result in a Proposal not being considered for award.

Mandatory requirements will be indicated throughout this RFP by the words "mandatory", "shall", "must", or "will" in regard to obligations on the part of the Proposer.

UNICEF will evaluate each Proposal to determine whether the products offered are acceptable commercially and technically and are of the required quality. Below is an overview of factors that will be considered in the evaluation for products meeting the mandatory requirements:

Price, payment terms, shelf life, delivery lead times, Incoterm, offered quantities, offered production quantity, product and packaging marking, validity of the proposal, account management abilities, past performance on account management and on-time delivery. On-time delivery is measured by (i) ability to meet agreed upon delivery dates; and (ii) ability to meet stated monthly allocations

3.10.1.2 Prioritization of evaluation.

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

As outlined in Section 1.2 the objectives of this RFP are:

- to present the consolidated demand from the participating UN Agencies and NGOs;
- establish supply agreements with high impact suppliers to ensure the timely, uninterrupted, sustainable supply of affordable, quality assured PPE products;

- to meet the forecast demand of participating UN Agencies and NGOs as outlined in Annex G.

Considering the urgent needs and large demand, priority will be given to reviewing:

- a. Proposals that have a high impact and significant contribution to the quantities UNICEF is seeking to solicit;
- b. Proposals with earlier availability of quantities (particularly during the first and second review windows) to meet the timing of the forecasted demand;
- c. Proposals that do not have restrictions on exports;
- d. Proposals that are not unnecessarily complex;
- e. Proposals where the validity period is considered to be realistic to be able to conclude an agreement within.

Due to the anticipated large number of offers, short timelines for the review period and urgent need, offers

- a. not considered to make a significant contribution to the objectives;
- b. with export restrictions or limitations;
- c. with too short validity timelines;
- d. that include terms unlikely to be accepted
- e. that are unnecessarily complex or requiring terms unlikely to be accepted due to the terms of the offer may not be considered. that are y complex or requiring terms unlikely to be accepted due to the terms of the offer may not be considered.

3.10.1.3 Partial Proposals. It is not a requirement to submit offers for all items or the total quantities listed in this RFP (Annex A).

3.10.1.4 Minimum Order Quantity. Proposers must declare in their Proposals if there will be any minimum order quantity (ies) for the item(s) detailed in Annex A of this RFP Document. Any such minimum order quantities will be considered as part of the evaluation process and must be outlined under the proposal sheets submitted.

3.10.1.5 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.

3.10.1.6 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.

3.10.1.7 Negotiation. UNICEF reserves the right to negotiate with the Proposer(s) that has/have offers of interest to UNICEF i.e. those providing the overall best value Proposal(s).

3.10.1.8 Immediate availability. If here are immediate quantities available, these may be considered for award prior the following review window closure.

3.10.2 BASIS FOR AWARDS

Purchase orders and/or Long Term Arrangements will be awarded to the proposers offering the most competitive proposals, supporting the achievements of the objectives of this tender, whose products are commercially and technically acceptable, compliant to all mandatory requirements including the technical and quality standards and whose proposal is in compliance with all Instructions, Specific Terms and Conditions, and UNICEF General Terms and Conditions contained in the RFP, provided the proposal is reasonable, and it is in the interest of UNICEF and/or other participating UN Agencies and NGOs to accept it.

3.10.3 AWARD NOTIFICATION

UNICEF will only notify the Proposer(s) that has/have been awarded a Purchase Order(s) or LTA resulting from this solicitation process; UNICEF may, but is not required to, notify other Proposers of the outcome of this solicitation process.

3.10.4 AWARDS BY UN AGENCIES AND NGOs PARTICIPATING IN THIS RFP

This RFP issued by UNICEF includes demand from other UN organizations and NGOs. The United Nations Agencies, Funds and Programmes and named NGOs as listed in Section 1.1 of this RFP will be entitled to place orders and establish LTAs under the prices and terms received in response to this RFP, in accordance with the agreed demand coordination and PRG advise. Orders placed by other United Nations entities and NGOs constitute a contractual agreement between the supplier and the ordering United Nations entity or NGO. UNICEF will not be a contractual party to these orders and has therefore no obligations or liabilities for orders not issued by UNICEF.

3.10.5 SUPPLIER REGISTRATION AND EVALUATION

To be eligible for an award, the proposer must submit the requested documentation to the UNICEF Supplier Evaluation Unit (or relevant UN Agency or NGO equivalent requested documentation to the relevant procurement entity).

If a supplier has not undergone this review, an application must be submitted through United Nations Global Marketplace (UNGM) website at <http://www.ungm.org>, under <http://www.ungm.org/NewSupplierRegistration.aspx>. Instructions are provided on the website.

Proposers are requested to submit the UNGM application number, along with the documentation listed below, to UNICEF Supply Division, attention Supplier Evaluation Unit (SEU),

- (a) A copy of company's legal registration
- (b) A complete copy of company's latest audited financial statements, with comparative figures for the previous year. This includes, but is not limited to, the following:
- (c) The report from the auditor (signed by the auditors)
- (d) The balance sheet,
- (e) The income statements, and
- (f) notes thereto

3.11 COMPLIANCE WITH REQUIREMENTS

With signing the proposal, Proposers duly confirm that the items offered fully conform to all requirements of this Request for Proposal and that their Proposal complies with all the terms and conditions of this Invitation. A detailed explanation for all proposed deviations shall be provided as part of the Proposal, together with reference to the applicable document, section, paragraph, page, etc.

3.11.1 GENERAL TERMS AND CONDITIONS OF CONTRACT (GOODS)

UNICEF's General Terms and Conditions of Contract (Goods) which are attached as Annex F to this Solicitation Document will apply to any LTA-G and linked Purchase Orders awarded in connection with this RFP. By signing the Proposal 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.

3.11.2 INSPECTION

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.

3.11.3 RIGHTS OF UNICEF

3.11.3.1 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 a PO has been issued or 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.

3.11.3.2 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 3.11.3.1 above.

3.12 REQUIREMENTS

3.12.1 PRICES AND DISCOUNTS

3.12.1.1 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.

Offers are to be submitted using the templates under Annex E, section 4. Individual proposal sheets are to be submitted per product offered. Any conditionality of the offer must be clearly stipulated on the proposal sheet. UNICEF reserves the right to disclose price information relevant to awards resulting from this RFP.

3.12.1.2 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.

3.12.1.3. Currency.

- (a) Proposers are requested to provide unit prices in either **Euro** or **USD**. 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.

The current UN exchange rate from April 2020 is Euro 0.906 = 1.000 USD. NOTE: The exchange rate at the timing of award may differ from this.

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

3.12.1.5 Affordability of prices offered . Proposers are requested to provide information on factors that influence the pricing offered to UNICEF including the basis for any quantity based pricing or other terms and conditions which reduce costs and risks to proposal.

3.12.1.6 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 RFP Document. UN privileges and immunities will not be extended to non-UN partners that are not covered by such.

3.12.2 IMPLEMENTATION

3.12.2.1 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.

3.12.2.2 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 and should only be claimed by the individual experts themselves in their presentation of their individual credentials.

3.12.2.3 Manufacturer Preference. UNICEF prefers to work with high impact suppliers and manufacturers on a direct basis for this range of commodities.

3.12.3 DELIVERY AND STORAGE

3.12.3.1 Destinations. For distribution to UNICEF and participating UN Agencies and NGOs (as listed in Section 1.1) projects in developing countries (FCA deliveries).

3.12.3.2 Incoterms. Proposers are requested to quote prices in accordance with the following delivery

terms (INCOTERMS 2020):

FCA named airport/seaport (PROPOSER TO SPECIFY NAME OF AIR/SEAPORT)

3.12.3.3 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. The Delivery lead time is to be stated in calendar days.

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

3.12.3.5 Temporary Storage. The awarded suppliers agree to properly store, from time to time and at no cost to UNICEF, finished products of PPE for delivery at a later date.

3.12.4 PRODUCTION CAPACITY AND REASONABLE OFFERED QUANTITY

3.12.4.1 Proposers are to demonstrate proof of existing production capacity at the producing plant including, quantities currently manufactured and projected quantities, both on monthly and annual basis. The Proposer is requested to demonstrate that they are able to supply the quantity being proposed by them to UNICEF during the quoted timeframe.

3.12.4.2 Proposers are to inform UNICEF clearly in the proposal on any production dependencies between the products offered, i.e. the production of one product affecting the production capacity for other products. Unless the proposer advises about such dependencies, UNICEF assumes that the quantities offered in the Monthly Offered Quantity sheets remain valid as stated in the proposal even if the proposer is awarded for the supply of several products. Should supply shortages for one or more products become apparent due to production dependencies that have not been communicated to UNICEF in the proposal, any valid Long-Term Arrangement covering these products is subject to revision and/or termination.

3.12.5 EXPORT AUTHORISATION

The Proposer is required to have the required authorization from the regulatory authorities in the country of production that the product (s) offered can be exported. Awards will be subject to the obtaining of export license or other governmental authorization that may be necessary. Should any export restrictions be imposed after award has been made, the Proposer should inform UNICEF as soon as it becomes aware of it. UNICEF reserves the right to cancel any award or resultant contract in absence of an export license or other governmental authorization that may be necessary.

3.12.6 WARRANTY

3.12.6.1 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 purchase order or 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 purchase or 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 purchase order or LTA-G and linked Purchase Order, and for the modes of transport of the goods specified in the purchase order or 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 purchase order or LTA-G and linked Purchase Order and applicable law.

3.12.6.2 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.

3.12.6.3 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 purchase order or LTA-G and linked Purchase Order.

3.12.6.4 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.

3.12.7 LIQUIDATED DAMAGES

Any Purchase Order or 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 LTA-G and/or 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 the LTA-G and/or the relevant Purchase Order".

3.12.8 FINANCIAL REQUIREMENT

Proposers must pass the financial evaluation conducted by UNICEF Supplier Evaluation Unit. All suppliers that do not meet the minimum UNICEF Financial Requirements will be considered disqualified from participation in the tender and will not be considered for any award. If a supplier has not undergone this review, an application must be submitted through United Nations Global Marketplace (UNGM) website at <http://www.ungm.org>, under <http://www.ungm.org/NewSupplierRegistration.aspx>. Instructions are provided on the website.

Proposers are requested to submit the UNGM application number, along with the documentation listed below, to UNICEF Supply Division, attention Supplier Evaluation Unit (SEU),

- (a) A copy of company's legal registration
- (b) A complete copy of company's latest audited financial statements, with comparative figures for the previous year. This includes, but is not limited to, the following:
 - The report from the auditor (signed by the auditors)
 - The balance sheet,
 - The income statements, and
 - notes thereto

3.12.9 SUSTAINABLE PROCUREMENT

UNICEF encourages and supports geographic diversity and development as well as local capacity development including local procurement and technology transfers. Proposers are requested to include any relevant information surrounding potential development of local production capacity in UNICEF Program countries, including opportunities for tech transfer, under section 10 of the commercial response template.

3.12.10 ACCOUNT MANAGEMENT

The Proposer is requested to inform UNICEF of the names and role of the positions listed within, including contact details. The Proposer is requested to also attach organizational charts for personnel responsible for:

- (a) Production of Personal Procurement Equipment (PPE)
- (b) Managing the customer account

(c) Managing planning & forecasting issues with UNICEF

3.12.11 PAST EXPERIENCE AND PERFORMANCE IN PPE DELIVERY

3.12.11.1 The Proposer is requested to demonstrate proven experience and qualification in the supply and delivery of the PPE offered. The Proposer is requested to provide information on deliveries from the producing plant, including quantities (of the same design of product being offered), to clients over the past twelve months. UNICEF reserves the rights to contact those clients for reference without prior consultation with the Proposer.

The proposer is requested to provide the following information:

- (a) Number of years of production and delivery by product
- (b) Annual production quantity
- (c) Customer reference list by product; including customer contact names and communication information (phone/e-mail/fax)
- (d) Other information may be supplied as deemed appropriate.

3.12.11.2 Proposers without experience with UNICEF are requested to demonstrate that they have been able to provide on time deliveries and maintained production schedules. This information is requested to be submitted under section 9 of Annex E.

3.12.11.3 For Proposers with experience with UNICEF, UNICEF will refer to performance as ability to provide a satisfactory account management and ability to meet the agreed upon delivery dates.

3.12.11.4 UNICEF receives continuous feedback on PPE supply. This feedback will also be taken into account throughout the evaluation and award period. Implications and/or effects of the feedback will be discussed with manufacturers as appropriate.

3.13 PROPOSER REPRESENTATIONS

3.13.1 PRICE – MOST FAVOURED CUSTOMER

3.13.1.1 The Proposer confirms that the prices with respect to the goods specified in the Proposal are the most favorable prices available to any customer of the Proposer (or any of the Proposer's affiliates).

3.13.1.2 For any established LTAs, 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 favorable 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 favorable terms and the Proposer will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive price adjustment.

3.13.2 GENERAL REPRESENTATIONS

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

3.13.2.1 The Proposer has (a) the full authority and power to submit the Proposal and to enter into

any resulting Purchase order or 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 Purchase Order or 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.

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

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

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

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

3.13.2.6 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.

3.13.2.7 It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting LTA-G or Purchase Order(s).

3.13.2.8 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.

3.13.3 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 or purchase order 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:

3.13.3.1 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.

3.13.3.2 The Proposer has not unduly obtained, or attempted to obtain, any confidential information in connection with the solicitation process and any LTA-G or Purchase Order(s) that may be awarded as a result of this solicitation process.

3.13.3.3 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 or Purchase Order(s) to the Proposer. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

3.13.3.4 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.

3.13.3.5 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 or Purchase Order. 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 or Purchase Order, UNICEF will be entitled to suspend the LTA-G or Purchase Order(s) for a period of time up to thirty (30) days or terminate the LTA-G or 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 or Purchase Order(s) it will be entitled to terminate the LTA-G or cancel the Purchase Order(s) at the end of the thirty (30) days' suspension at UNICEF's sole choice.

3.13.3.6 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 or 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.

3.13.3.7 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).

3.13.3.8 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 Organizations' 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 utilized in the manufacture of anti-personnel mines.

- 3.13.3.9** 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 exploitative or degrading to any person.
- 3.13.3.10** 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.

3.13.3.11 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 of Part 3.13.

3.13.3.12 Each of the provisions under 3.13.3 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 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.

3.14.4 AUDIT

3.14.4.1 From time to time, UNICEF may conduct audits or investigations relating to any aspect of an LTA-G and/or Purchase Order awarded in relation to this Solicitation Document, including but not limited to the award of the LTA-G and/or Purchase Order and the Proposer's compliance with the provisions under 3.13.3 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.

4. TECHNICAL PROVISIONS

4.1 PRODUCT TECHNICAL SPECIFICATION

Product technical specifications for each item number under this RFP are detailed in Annex B. Production standards and product compliance with regulatory requirements for marketing approval are detailed in Annex C (UNICEF Technical requirement for Personal Protective Equipment April 2020).

4.2 CHANGES FROM SPECIFICATIONS

Wherever items offered are not exactly in compliance with specifications in this RFP or wherever alternatives are offered, it is the Proposer's responsibility to provide the Proposal with full descriptive specifications and documentation of such items. UNICEF reserves the right to determine whether any alternative Proposal is acceptable. All alternative offers should be quoted under material number "U282700" only. Examples of alternative offers (different sizes of gloves, reusable face shield, different product color or pack size).

4.3 TECHNICAL QUALITY FOCAL POINT

Proposers are requested to provide the name and contact details of the appointed qualified Person for technical communication.

4.4 CONSISTENT QUALITY PERFORMANCE

All proposers must, together with the Proposal, provide a documentary evidence that the product meets the agreed specifications by submitting Certificate of Conformity (or Certificates of Quality) and quality test results.

The certificate(s) of conformity shall indicate:

- a) Product conformity with standards (i.e. ISO or others)
- b) Test Laboratory (name, country) and
- c) Laboratory accreditation body (name, country)

4.5 INSPECTION OF FACILITIES

The successful Proposers shall permit UNICEF, or its designated representative, to have access to the facilities of the Proposers and those of the manufacturer of the goods at all reasonable times to appraise the production, testing and packing of the goods, and shall provide reasonable assistance to the UNICEF representative for such appraisal, including copies of any test results or quality control reports and protocols as may be necessary.

UNICEF reserves the right to request a QMS plant inspection prior to the award. This inspection is done by the UNICEF Quality Assurance Centre

4.6 CATALOGUES

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

4.7 SHELF LIFE

The proposer must provide the product's **shelf life in months** (as applicable).

Unless specifically authorized in writing by UNICEF prior to delivery to UNICEF, the proposer shall ensure that two thirds of the shelf life remain at delivery. Any product delivered with less than two thirds remaining shelf life, shall be rejected by UNICEF, at no cost to UNICEF. The proposer shall be responsible for and bear the costs for returning the goods.

4.8 REVIEW AND TESTING OF SAMPLES

UNICEF reserves the right to request free, non-returnable samples for evaluation and testing by UNICEF, or its representative, of the item and/or of the packing and packaging, prior to any award. Samples will be requested for items which pass the initial desk review.

If samples are requested:

- Proposers will be requested to deliver a minimum of 5 samples of each product offered.
- Samples will be subject to technical review and laboratory testing and analysis where appropriate.
- Samples must correspond 100% to the product(s) being offered. The Proposer should indicate whether the samples provided were produced as prototypes or whether the samples were produced as normal production.
- Samples must include the manufacturer's packaging and labelling.
- In the event that the Proposal is successful, samples will be retained by UNICEF for comparison checking purposes against deliveries subsequently made.
- Samples should be labelled with the UNICEF Solicitation Document number, goods specifications as detailed in this Solicitation Document, Proposer's product reference and Proposer's name and address. UNICEF reserves the right to reject samples that are not labelled as requested.
- UNICEF reserves the right to reject any material which does not conform to the required specification
- Failure to provide samples in accordance with the above instructions may result in invalidation of the Proposal.

4.9 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, labelling and shipping requirements when submitting the Proposal.

4.10 TECHNICAL FILE SUBMISSION

All technical documentation and information submitted for the products requested under this RFP is to be included and submitted as per the structure in Annex D (Technical Proposal Response Template). The folder is meant to be submitted without any changes in the folder structure. Changes in the structure of the folder may invalidate the offer

Technical questionnaire should be completed for each quoted item (The questionnaire is located in folder 9 of Annex D). The technical questionnaire should be fully completed in an unlocked excel and a copy in PDF with stamp and signature.

Table. 5 Technical Submission Check List

#	Information requested	Required document to be attached	Section of Annex D
1	QMS certificates	a. Supplier: Valid ISO 9001 or ISO 13485 certificate (as applicable) including scope. Copy in English. b. Legal manufacturer: Valid 9001 certificate or valid ISO 13485 certificate including scope. Copy in English.	Folder 1
2	Product technical datasheet	A document stating product brand name, product description, supplier reference number, product country of origin, product name as submitted to regulatory authorities, name of regulatory authority, product standards, product marketing licence number, product shelf life and product intended use	Folder 2
3	Product conformity to standards	Formal letter of conformity from manufacturer company on its letterhead (signed, stamped and dated) stating product conformity to standards	Folder 3
4	Marketing licence certificate	Readable copy of valid CE certificate or equivalent The certificate shall indicate: a. Name of regulatory authority; b. Marketing clearance with license number	Folder 4
5	Independent laboratory testing	Results report for product quoted tested in an independent certified lab against product standards. These results should be in English.	Folder 5
6	Packaging photos	Photos of primary, secondary and case packaging with readable label information	Folder 6
7	Product instructions for use	Brochure or leaflet with photos explaining instruction of use	Folder 7
8	Product leaflet(s)	Brochure or leaflet with photos and technical specifications for products quoted	Folder 8
9	Technical questionnaire	Please fill in the questionnaire for the relevant material number	Folder 9

END OF DOCUMENT