REQUEST FOR PROPOSAL

RFP-DAN-2016-502279 05 July 2016

UNITED NATIONS CHILDREN’S FUND (UNICEF)

Wishes to invite you to submit a proposal for

ARIDA (Acute Respiratory Infection Diagnostic Aid) Field Trial Packages.

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-2016-502279 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 08 August 2016 and will be publicly opened at 10:30 (Copenhagen time) on 10 August 2016. Bids 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: 
Priscilla Kiambi  
(To be contacted for additional information, NOT FOR SENDING OFFERS)  
Email : pkambi@unicef.org

Verified By: 
Helena Moller  
Chief, Health Technology Centre

Approved By: 
Pablo Panadero Utrilla
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 fax 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-2016-502279 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________________
ARIDA Technical Specification

**Purpose:** This specification has been developed specifically for the ARIDA Field Trial. As such, it is not intended to support any UNICEF catalogue materials but rather to inform the potential scale-up of ARIDA materials in the future.

**Clinical purpose:** An ARIDA device automatically detects and displays respiratory rate to aid in the diagnosis of pneumonia in children from the age of 0 to 59 months.

**Level of use:** For use by health care workers in both resource-limited community settings and in health facilities.

**Format/presentation:** The device should:
- Be light weight, robust and portable
- Automatically detect the breaths of the child and display the respiratory rate (RR)
- Include a visual indicator, such as a liquid crystal display (LCD) read out together with a notification of above or below age-specific thresholds as defined by Integrated Community Case Management (ICCM) guidelines.
- Preferably be supplied with a storage bag or case to keep all parts together.

**Accuracy:** The accuracy of obtained respiratory rate should be at least +/- 2 breaths per minute when compared to the number of respiratory cycles measured over a period of 60 seconds. One cycle is an inhalation followed by an exhalation.

**Ease of use:** The device should:
- Be designed for ease of use in positioning, turning the device on, selecting the correct settings, completing the assessment, and reading the results.
- Require a very low level of literacy and/or numeric literacy for operation.
- Include a selection feature that allows the setting of infant/child's age (e.g. <1 m, <1 y or 1-5 y as defined in WHO Integrated Management of Childhood Illness (IMCI) and ICCM guidelines).
- Display system and operating errors.
- Be multiuse or single use.

**Power requirements:** The device should:
- Be independently powered, i.e., not rely on power from an electrical outlet.
- Be non-rechargeable or rechargeable:
  - For rechargeable devices, precise and suitable guidelines should be provided for how to recharge the device.
  - For non-rechargeable devices, a battery life of 24 months following delivery is required.
- Include an indicator for low power for rechargeable version.

**Life Span:** The device shall have an operational life with a minimum of 24 months. Operational life refers to from when the device is brought into use i.e. not including time in storage or transit.
Training: The device should:
- Include illustration-based training materials in English, Spanish and French printed on A4 paper.
- Preferably include indications of how to minimize distress to the child.
- Be designed so that the operator can use the device correctly with only minimal amounts of training.

Environmental conditions: The device should:
- Be able to withstand rough handling from operations and transport.
- Be able to withstand and function in temperature between 10 degrees Celsius, and 40 degrees Celsius; in relative humidity between 10 to 98 percent non-condensing; and in atmospheric pressures of 600 to 1060 mbar.
- Be able to withstand ambient storage conditions of temperature: -10 degrees Celsius to 60 degrees Celsius; relative humidity: 10 to 90 percent non-condensing.

Hygiene and maintenance: The device should:
- Be easy to clean and maintain.
- Ideally be waterproof, and if not instructions should be included to explain not to use liquid cleaners.
- Require minimal maintenance throughout its operational life.
- Where appropriate, include hygiene swabs/equipment as part of the device package.

Packaging: Devices should be
- Individually packaged in a protective primary package
- Secondary packaged as efficient and appropriate
- Tertiary packaged as a unit of 330 devices
- Packaged appropriately for air transport

Labelling and instructions:
- Instructions for use in English, French and Spanish:
  - Should be written at an 8th grade readability level or below.
  - Should be included with individual unit device packaging
- Labelling in English, French or Spanish should include:
  - Supplier’s product reference
  - Supplier’s contact details
  - Manufacturer’s contact details
  - Claimed intended use.

Incoterms & Delivery Requested
FCA Main Airport

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

Total: Dimension...........x.............x...........cm  Weight...........kg  Volume...........cbm
SPECIFIC TERMS AND CONDITIONS

PREAMBLE

ARIDA Project and Purpose of the Field Trails

The fundamental mission of UNICEF is to promote the rights of every child, everywhere, in everything the organization does in programs, in advocacy and in operations. The equity strategy, emphasizing the most disadvantaged and excluded children and families, translates this commitment to children’s rights into action. For UNICEF, equity means that all children have an opportunity to survive, develop and reach their full potential, without discrimination, bias or favoritism. To the degree that any child has an unequal chance in life in its social, political, economic, civic and cultural dimensions her or his rights are violated. There is growing evidence that investing in the health, education and protection of a society’s most disadvantaged citizens addressing inequity not only will give all children the opportunity to fulfill their potential but also will lead to sustained growth and stability of countries. This is why the focus on equity is so vital. It accelerates progress towards realizing the human rights of all children, which is the universal mandate of UNICEF, as outlined by the Convention on the Rights of the Child, while also supporting the equitable development of nation.

The Integrated Management of Childhood Illnesses (IMCI) and integrated community case management of childhood illness (ICCM) provide simplified guidelines for integrated management of childhood illnesses at the primary health facility and community level, respectively. Within these guidelines, classification of pneumonia is based on measuring the respiratory rate of sick children. The current standard of care for assessment of respiratory rate is visual observation and counting of breaths per minute using a timing device. Several studies have shown deficiencies in the abilities of health facility workers and community health workers to correctly assess respiratory rate with this method.

Diagnostic support aids for pneumonia are expected to contribute to more accurate diagnosis and to empower the health worker, thereby yielding improved treatment and more rational use of drugs.

UNICEF Supply Division (SD) and Programme Division (PD) are jointly running an innovation project titled ARIDA (Acute Respiratory Infection Diagnostic Aid). The aim of the project is to assess and scale clinically trialled (proven accurate) and regulatory approved (FDA, CE etc.) ARIDA devices.

The FTs are Phase 4 #effectiveness studies intended to evaluate the performance of CHWs using the ARIDA device(s). The study will assess:

i) Efficiency (how quick can the RR result be obtained);

ii) Suitability and acceptability of the ARIDA device(s); does the ARIDA device enhance the work of the frontline provider, in what way, and identify any potential benefits from the side of the caregiver.

The output of the FTs will be to inform UNICEF on the value the ARIDA device(s) bring, in order to decide if and how to scale ARIDA throughout UNICEF’s programmes.

The project team is in discussions with different UNICEF Regional and Country offices as well as the MoHs in order to determine the locations for the FTs. Below is an up-to-date list of countries there is dialogue with though it is important to note this is not finalised.

- Ethiopia (Confirmed)
- Bolivia (Confirmed)
Nepal (Un-confirmed, but highly likely)
Philippines
Mongolia
Amazon basin countries
Peru
Kenya
Ghana
Cote D'Ivoire
Benin
Mozambique
China
Indonesia
Myanmar
North Korea

The first field trial is expected to commence early Q4 2016 in Ethiopia and Bolivia.

Through this RFP, UNICEF is requesting proposals for Field Trial Packages of ARIDA devices to be included in the field trials over the next two years. It is important to state, the end goal of this project is improving and saving lives of children through being the scaling of ARIDA devices in country programmes. Upon and subject to successful outcomes of the FTs, a tender for scale up will closely follow (refer to tender calendar link http://www.unicef.org/supply/index_25983.html)

As reference material for considerations please refer to the information provided in the links below:

TPP:

Pneumonia Acute Respiratory Infection Diagnostic Aid - Target Product Profile Introduction: http://www.unicef.org/supply/files/Pneumonia_Diagnostics_Aid_Device_TPP_Introduction.pdf

Pneumonia Diagnostics: Current Outlook and Perspectives: http://www.unicef.org/supply/files/Pneumonia_Diagnostics_Aid_Devices_and_Perspective.pdf

REOI:
http://www.unicef.org/supply/index_85653.html

WHO standardised tools:
http://www.unicef.org/supply/index_85653.html

IMCI:
http://www.who.int/maternal_child_adolescent/topics/child/imci/en/

COUNTDOWN TO A HEALTHIER ETHIOPIA: Building on Successes to Accelerate Newborn Survival:

National Newborn and Child Survival Strategy Document Brief Summary

Important Notes:
a) Suppliers who do not yet have a field trial packages ready for field trial are encouraged to submit their bids, provide prices where available and a timeline/plan for the field trial packages launch. If the product becomes ready during the period of 24 months from the issuance of this tender suppliers are requested to submit such evidence during such period together with samples of the same.

b) Suppliers are encouraged to provide free of charge field trial packages.

c) Protocol will be shared before commencing the field trial/s and your acceptance of participation based on it is required.

d) Acceptance from the awarded supplier/s that the results of the field trials may be shared with the local Ministries, UNICEF and UNICEF#s partners is required.

1. LONG TERM ARRANGEMENT

1.1 UNICEF wishes to enter into (a) non-exclusive Long Term Arrangement(s) ("LTA") for the procurement of the items listed in the attached Schedule(s), as required from time to time during the term of the LTA. 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(s).

1.2 Purchases will be made against Purchase Orders to be issued by UNICEF in accordance with the terms and conditions of any resulting LTA(s). Actual quantities to be purchased may vary from Purchase Order to Purchase Order.

1.3 The quantities outlined in this Request for Proposal, are an estimated forecast of the total requirement for the duration of the LTA. The 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.

1.4 UNICEF wishes to establish this LTA whereby the LTA will be established between UNICEF Supply Division in Copenhagen and the awarded supplier(s).

2. TERM

2.1 The proposed LTA shall be valid for a period of 24 months.

3. PRICES AND DISCOUNTS

3.1 Bidders are requested to provide unit prices in either Euro or USD.

3.2 Bidders 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;

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) Other (trade) discounts.
3.3 Notwithstanding any agreed discounts, prices offered by bidders, shall constitute maximum ceiling prices and shall remain fixed for a 24 month(s) period from the commencement of the LTA.

3.3.1 In the event that the successful bidder is able to offer UNICEF a discounted price, the unit prices shall be reduced for specific Purchase Orders.

4. MOST FAVOURED CUSTOMER PRICE CERTIFICATION

4.1 By submitting an offer the bidder certifies that UNICEF, for Long Term Arrangements / Purchase Orders / Contracts resulting from this Request for Proposal, is not being charged more than other clients for similar goods (products) or services and similar quantities and within similar circumstances.

5. INCOTERMS

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

FCA - palletized nearest main Airport (Please specify airport),

6. DELIVERY

6.1 Deliveries shall be made as per instructions in UNICEF’s Purchase Orders, as issued in accordance with the provisions of the LTA. Bidders shall indicate the guaranteed minimum lead time for delivery for each item offered (subject to quantities), defined as time from receipt of order and:

(a) In the case of FCA deliveries - the manufacturing period until goods are available for dispatch from the point of origin.

6.2 UNICEF will monitor and measure the performance of the successful bidder, in comparison with guaranteed minimum lead time indicated in this bid. Accordingly, it is imperative that bidders state realistic guaranteed minimum lead times.

7. AWARD/ADJUDICATION OF BIDS

7.1 The Long Term Arrangement(s) will be awarded to the Bidder offering a combination of the lowest acceptable prices and shortest lead time, whose products are commercially, technically and quality acceptable, and whose Bid is in compliance with all Instructions, Specific Terms and Notes, Special Notes and General Terms and Conditions contained in the RFP, provided the Bid is reasonable and it is in the interest of UNICEF to accept it. Bids will be adjudicated on FCA palletized airport basis.

7.2 UNICEF reserves the right to make multiple arrangements for any item(s) where, in the opinion of UNICEF, the lowest Bidder cannot fully meet the delivery requirements or if it is deemed to be in UNICEF’s best interest to do so.

7.3 Suppliers who do not yet have a field trial packages ready for field trial are encouraged to submit their bids, provide prices where available and a timeline/plan for the field trial packages launch. If the product becomes ready during the period of 24 months from the issuance of this tender suppliers are requested to submit such evidence during such period together with samples of the same
7.4 Suppliers are encouraged to provide free of charge field trial packages

7.5 Protocol will be shared before commencing the field trial/s and your acceptance of participation based on it is required

7.6 Acceptance from the awarded supplier/s that the results of the field trials may be shared with the local Ministries, UNICEF and UNICEF#s partners is required

7.7 For this particular RFP for field trial packages only, the evaluation criteria are as follows:

7.8 Commercial Criteria

(a) Product availability;
(b) Indicate lowest price per item; free of charge field trial packages are encouraged;
(c) Production capacity;
(d) Delivery Lead time;
(e) Incoterms;
(f) Completeness of the Proposal;
(g) Other requirements as outlined in the RFP;

7.9 Technical Criteria

(a) Specifications as outlined in this RFP.
(b) Technical requirements as outlined under Technical Provisions

7.10 Bidders must complete in full the form entitled "Supplier Information Sheet" provided with this RFP. FAILURE TO COMPLETE THIS FORM CORRECTLY AND TO SUBMIT ALL REQUIRED DOCUMENTATION MAY RESULT IN INVALIDATION OF YOUR OFFER.

7.11 In case of an award, Bidders who have not previously received Purchase Orders from UNICEF, may receive an order for a limited quantity until satisfactory performance is established.

7.12 The Bidder shall permit UNICEF representatives access to their facilities at any reasonable time to inspect the premises that will be used for the production, testing and packaging of the products, and will provide reasonable assistance to the representatives for such inspection, including copies of any test results or quality control reports as may be necessary.

8. SAMPLES

8.1 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 subject to technical review and laboratory analysis where appropriate.

8.2 Sample(s) must be submitted as per the following instructions:

8.2 Failure to provide, in a timely manner, samples or documentation requested by UNICEF shall be sufficient ground to declare the bid invalid or to terminate for default, at no cost to
UNICEF, any resulting LTA.

3 Samples are hereby requested and must be submitted as follows:

a) The sample(s) must correspond 100% to the product(s) being offered. The sample(s) must be provided including the Manufacturer's packaging and labeling. In the event that the bid is successful, sample(s) will be retained by UNICEF for comparison checking purposes against deliveries subsequently made;

b) The sample(s) must be clearly labelled as follows:

- UNICEF RFP number - RFP-DAN-2016-502279;
- The item short description as stated in the RFP;
- The item number as stated in the RFP;
- Supplier's product reference;
- Supplier's name and address.

UNICEF reserves the right to reject sample(s) that are not labelled as requested;

c) Requirements for quantities of samples: 3 units of each product offered, as per product packaging/labelling specs requirement.

d) The samples must be sent to UNICEF at the following address:

UNICEF Supply Division
Oceanvej 10-12
2150 Nordhavn
Copenhagen
Denmark
Attn: Ms. Maria S. Beade, Quality Assurance Centre

5) The closing date and time for receipt of sample(s): 8th August, 2016.

9. PACKING

9.1 General Packing Requirements

9.1.1 The bidder warrants that the cost of packing is included in the cost offered for the items.

9.1.2 The successful bidder shall ensure that:

9.1.2.1 The packing is of a sturdy export quality, and of a commercial standard that will provide adequate protection of the goods for carriage by air, sea and/or road to final destinations worldwide, including remote locations under adverse climatic and storage conditions, and high humidity - i.e. not less than 17kN edge crush resistance with minimum 60% remaining with 90% humidity at a temperature of 40°C (tropical conditions);

9.1.2.2 The packaging unit is strong, able to be stacked to a height of 4 pallets as static storage and 2 pallets during transport, and resistant to puncturing;

9.1.2.3 All wood packaging, including pallets and boxes, utilised in any shipment, have undergone the treatment, marking and documentation required to meet the specifications

9.1.2.5 Any deviation from the packing requirements for deliveries to UNICEF Warehouse, Nordhavn, Denmark will result in penalties as per the Re-work Fees detailed in: http://www.unicef.org/supply/files/UNICEF_Re-Work_fees.pdf

9.1.2.6 The UNICEF Warehouse Packing Specifications and corresponding Re-Work Fees may be adjusted from time to time in accordance with operational requirements.

9.1.2.7 Deliveries to any destination other than the UNICEF Warehouse, Nordhavn, Denmark, are packed / palletized in accordance with these general packing requirements and in the most cost-effective way to minimize freight costs.

9.1.2.8 Pallets manufactured from other materials than solid wood are NOT acceptable (such as wood chip, plastic, MDF board, ply wood or carton). Pallets must have three (3) longitudinal bottom deck lead boards, feet are NOT acceptable.

9.1.3 Identification markings

9.1.3.1 All cases, cartons, inner boxes etc. must be clearly marked as follows:

- Purchase Order Number (optional for inner boxes);
- UNICEF Material Number (If applicable);
- Description of contents;
- Quantity per carton;
- Gross Weight;
- Cubic Measurement;
- Batch Number Reference (if applicable);
- IMCO classification (if applicable);
- Manufacturing Date (if applicable);
- Expiry Date (if applicable).

This clause does not apply for deliveries to UNICEF Warehouse, Nordhavn, Denmark; for deliveries to UNICEF Warehouse, Nordhavn, Denmark clause 9.1.2.4 refers.

9.1.3.2 No carton may contain items from more than one material or manufacturing batch. No carton shall contain more than 1 batch.

9.1.3.3 The size of the markings and labels must not exceed A5 (10 x 148 mm).

9.1.3.4 Case identification as requested on the order must be mentioned on all invoices.

10. PACKING LIST

10.1 All markings must be reflected in the packing list to be completed at time of shipment. The packing list shall indicate the manufacturing batch number (where applicable) and cross-reference to the carton numbers, pallets, and containers. One copy of the packing list must be included with the shipment and another copy shall accompany the shipping documents.
10.2 Any exemptions granted in relation to the packing specifications under 9.1 and 9.2 shall be clearly stated on the packing list.

11. DANGEROUS GOODS

11.1 The handling and transport of dangerous goods is subject to rules and regulations based on international transport agreements (ADR, RID, IMDG Code, IATA DGR, ICAO) in order to prevent injury to persons, damage to cargoes and living resources. Hence, should any products in this bid be classified as dangerous goods, it will be the successful bidder’s responsibility to ensure that the goods are packed and labelled correctly, transported safely and accompanied by the necessary transport certificates during shipment.

12. BIDDER REPRESENTATIONS

12.1 The bidder represents and warrants that:

(a) It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting LTA or Purchase Order;
(b) The items offered shall be free from defects in workmanship and materials;
(c) The items offered shall be contained or packaged in a manner adequate to protect them;
(d) It has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEFs or the ultimate recipient’s rights to use, sell, dispose of or otherwise deal with any item that may be acquired under any resulting LTA or Purchase Order.

12.2 The successful bidder will be required to acknowledge that:

(a) UNICEF may further distribute the goods supplied to its Programme partners, including procurement services customers;
(b) The benefit of any warranties provided and liabilities entered into with UNICEF, shall be passed on by UNICEF to its Programme partners, including Procurement Services customers.

13. SUBCONTRACTING

13.1 Bidders MUST identify on their bid any products which may be offered by themselves, but originate from another supplier and/or country. All subcontracting must be reviewed by UNICEF prior to award.

14. LIQUIDATED DAMAGES

14.1 For late delivery of items or for items which do not meet UNICEFs specifications and are therefore rejected by UNICEF, UNICEF shall be entitled to claim liquidated damages from the successful bidder, and deduct 0.5% of the value of the items pursuant to a Purchase Order, per additional day of delay, up to a maximum of 10% of the value of the Purchase Order. The payment or deduction of such liquidated damages shall not relieve the successful bidder from any of its other obligations or liabilities pursuant to any LTA or a Purchase Order.

15. UNETHICAL BEHAVIOUR

15.1 UNICEF strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNICEF bidders. Accordingly, any registered bidder that is found to have undertaken unethical, unprofessional or fraudulent activities will be suspended or forbidden from continuing business relations with UNICEF.
16. CORRUPT AND FRAUDULENT PRACTICES

16.1 UNICEF requires that all bidders associated with this Request for Proposal observe the highest standard of ethics during procurement and execution of the work. In pursuance of this policy, UNICEF

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

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

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

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

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

17. OFFICIALS NOT TO BENEFIT

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

18. GUIDELINES ON GIFTS AND HOSPITALITY

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

19. DISCLOSURE OF SANCTIONS OR TEMPORARY SUSPENSION

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

20. GENERAL TERMS AND CONDITIONS

20.1 The UNICEF General Terms and Conditions attached to this bid shall apply to any resulting LTA and related Purchase Orders. In the case of any inconsistencies, the following order of precedence shall prevail:
(a) The Purchase Order;
(b) The LTA.

21. AWARD NOTIFICATION

21.1 Notification of the outcome on an ITB/RFP with an estimated value over USD 100,000
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.

ARIDA TECHNICAL REQUIREMENTS

Conformity with Quality Management System (QMS) standards:

Manufacturers shall conform to ISO 13485: Medical devices - Quality management systems --
Requirements for regulatory purposes.

Conformity with product standards:

a. The manufacturer should hold the product technical documentation as per the
   IMDRF/GHTF requirements:
   - SG1/N11:2008 Summary Technical Documentation (STED) for
demonstrating conformity to the Essential Principles of Safety and Performance of
   Medical Devices
   - SG1/N68:2012 Essential Principles of Safety and Performance of
   Medical Devices
   - SG1/N77:2012 Principle of Medical Devices Classification
b. The product(s) shall conform to the standards stipulated by the
   International Organisation for Standardisation (ISO) and/or equivalent standards as recognised by
   the IMDRF.

   c. The labelling of the product shall meet the requirements described in
   the regulations of at least one of the 5 regulatory authorities listed below (or at a minimum
   with SG1-N70:2011: Label and Instructions for Use for Medical Devices):
   1) Australia: Therapeutic Goods Administration (TGA);
   2) Canada: Health Canada;
   3) European Union: Regulatory agency in the European countries;
   4) Japan: Pharmaceuticals and Medical Devices Agency (PMDA)
   5) USA: Food and Drug Administration (FDA).

d. Any medical device registered for #Research Use Only# or #For export only# is not
   acceptable unless specifically authorised in writing by UNICEF.

Product compliance with regulatory requirements for market clearance:

The product shall be cleared by at least one of the 5 regulatory authorities listed below and
obtain the corresponding market release certificates as described in The Global Harmonization
Task Force on Medical Devices (GHTF) for market clearance:

   1) Australia: TGA Device Licence;
   2) Canada: Device Licence;
   3) European Union: CE 93/42 Medical Devices Directive (MDD) Mark;
   4) Japan: Device Licence;
   5) USA: 510k market clearance

Product shelf life:

a. The supplier shall provide the total product shelf life in months (as
   applicable).

b. The supplier shall ensure that a minimum of 24 months remains at
delivery to UNICEF.

Hazardous goods:
The supplier shall provide the material safety data sheet (MSDS) issued by the manufacturer, including section 14, transport information, as applicable.

Product modifications:
The successful bidder who is awarded a Long Term agreement shall notify UNICEF any major product modification, such as branded name, marketing clearance or any approval certification.

Sustainable production/distribution:
As UNICEF moves towards the implementation of Sustainable Developmental Goals, it is keenly interested in the efforts made by manufacturers and suppliers towards sustainable initiatives. Thus, as an asset, but not a requirement, the supplier is encouraged to provide information on the implementation of sustainability in the production and distribution phases of the procurement cycle, with an emphasis on social and environmental responsibility.

Samples

The successful bidder should provide 3 samples to UNICEF for visual inspection.

ARIDA attachments that should be submitted with the offer

1. Proof of conformity to Quality Management System (QMS) standards
   a. Supplier: Valid ISO 13485 or ISO 9001 certificate (as applicable) including scope. Copy in English.


2. Proof of product conformity to product standards: As described in the technical specifications.

3. Proof of product compliance with regulatory requirements for market approval:

   A valid certificate from one of the five founding members of the GHTF. The certificate shall indicate:
   i. Name of regulatory authority
   ii. Market clearance with licence number

4. Product documentation:
   a. MSDS sheets as appropriate
   b. Product information (data) sheet. Completed as in the tender solicitation documents.
      i. Supplier’s product reference & short description;
      ii. Manufacturer’s product reference & short description;
      iii. Supplier’s contact details, including link to web site with product catalogue;
      iv. Manufacturer’s contact details, including link to web site with product catalogue;
      v. Claimed intended use.
      vi. Contact details of the person appointed for vigilance purposes (customer complaints and recall).
   c. Technical specifications: Supplementary documents as requested in the tender.
      i. Complete technical specification, including technical data sheet;
      ii. List of all supporting items/devices/consumables required, but not supplied;
      iii. Recommended storage/transport conditions; temperature and humidity;
iv. Waste management: Recommended safe and responsible method of waste disposal;

v. Instructions for use and training material in English, French or Spanish;

vi. Installation and training;

vii. Service and Maintenance;

viii. Brochure (showing the product reference);

ix. Published field testing studies not older than 2 years;

x. Estimated weight and volume;

xi. Packaging photos of primary and secondary packaging with legible labelling.

xii. Battery life

  For rechargeable devices, indicate the number of tests and/or duration between required charges

  For non-rechargeable devices, indicate the total battery life

xiii. Ingress Protection (IP) rating (as available)

xiv. Packaging and shipping validation details as available

xv. Additional functions

  Indicate whether the device software (e.g., thresholds) can be updated to accommodate changes in clinical guidelines and the methodology for reprogramming as appropriate.

  Indicate whether the device has a data-export function.

  Indicate whether the device has other measurement functions (e.g., temperature, SPO2, etc.)

xvi. A high resolution photo of the device

xvii. List of all supporting items/accessories/consumables supplied

5. Accuracy: Validation methodology for attaining the accuracy along with evidence/results in trials of such accuracy.

6. Product(s) shelf life: Supplier shall provide the total product shelf life in months.

7. Sterile consumables/renewables: As appropriate, a copy of the certificate of sterilisation including batch number and expiry date.

8. Hazardous goods: Supplier shall provide the hazardous classification (MSDS), including section 14 completed: Transport information (as applicable).

9. Sustainable Goals: Indicate the company’s efforts to implement any of the following in the coming 12 months:

   a. Environmental management: Plans to obtain the Environmental Management System certificate, ISO 14001 or equivalent with CO2 reduction targets. Specify which areas will be covered.

   b. Standards: Plans to conform to the Standards of Social Accountability e.g. SA8000 or ISO 26000, or other standards that demonstrate commitment to social responsibility. Specify which areas will be covered.

   c. Global initiatives: Plans to join the Global Reporting Initiative and/or the United Nations Global Compact.

   d. Other related information: Other plans related to sustainable production/distribution.

10. Warrantee: Supplier shall provide a copy of manufacturer’s warranty.
SPECIAL NOTES

REQUESTING INFORMATION FROM UNICEF DURING THE TENDER PROCESS

Any request for additional information or clarification regarding this RFP must be forwarded in writing to the attention of the person who prepared this RFP, Priscilla Kiambi (e-mail: pkambi@unicef.org) and Dragana Galic (e-mail: dgalic@unicef.org) and with specific reference to this RFP, so that the query may be answered in the normal course of business.

Inquiries received less than five (5) calendar days prior to the Bid closing date cannot be guaranteed any response. Only written inquiries will be responded to. A response to written queries will be provided to all Bidders in writing.

2. CLARIFICATIONS

2.1. During the Bid evaluation, it may be necessary to seek clarifications or additional supporting data from Bidders in order to finalize the evaluation. It is important to note that a clarification is an explanation of some existing aspect of a Bid that does not amount to a substantive revision or modification of the Bid.

2.2. In the event of errors in the mathematical extension of unit price items, the unit price prevails and the mathematical extension is to be adjusted accordingly.

3. SUPPLIER REGISTRATION AND EVALUATION

3.1. UNICEF is part of the United Nations Global Marketplace (UNGM) (previously the UN Common Supplier Database.) Accordingly, all bidders must apply to become a UNICEF supplier and this must be done via the UNGM website at http://www.ungm.org. The assessment of the application is based on the relevance of the products to UNICEF. Please note that a UNGM registration should be completed as soon as possible, and before an award can be made.

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

4. HIGHLIGHTED NOTES

Please carefully read the requirements in the document and pay attention, in addition to other requirements outlined in the tender and in THE INSTRUCTIONS TO BIDDERS, to these highlighted notes:

4.1. Your bids must be submitted to the required email address ONLY. Bids emailed to other email addresses will be invalidated.

4.2. Your quality of submission is essential. For example, if electronic document is required, bidders that did not offer electronic document may be deemed unacceptable.

4.3. Offers must be received before the deadline. Bids received after the stipulated date and time will be invalidated.
4.4. Failure to provide, in a timely manner, sample(s) or documentation requested by UNICEF shall be sufficient ground to declare the bid invalid.

4.5. Your submission of complete offer is essential, for example: prices for relevant INCOTERMS stipulated, delivery time stipulated etc.

4.6. Bidders are requested to provide unit prices in either Euro or USD.
INSTRUCTION TO PROPOSERS

1. MARKING AND RETURNING OFFERS

1.1 Offers shall be submitted in the manner indicated in the cover page of this document.

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

1.3 Proposers should note that offers received in the following manners will be invalidated:

a) without the Bid number;
b) with incorrect e-mail address than prescribed in the Bid documents;
c) in a different form than prescribed in the Bid documents;
d) do not follow the required confidentiality;
e) received after the stipulated closing time and date;
f) failure to quote in the currency stated in the Bid documents.

1.4 E-MAILED OFFERS (Electronic submission of Offers)

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

1.4.2 Offers can be sent in batches not to exceed UNICEF’s e-mail size quota of ten (10) megabytes per e-mail.

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

1.4.4 All Offers submitted by e-mail must be submitted as PDF (Portable Document Format) file.

1.4.5 Technical Offer and Financial Offer must be sent as separate files and clearly indicated in the file name; e.g. 501234 Technical offer.pdf; 501234 Financial offer.pdf. No price information should be provided in the Technical Offer.

1.4.6 Upon receipt of the offer 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.

1.5 FAXED OFFERS must be sent to the ONLY ACCEPTABLE FAX NUMBER indicated on the Page 1 of this Request for Proposal (RFP).

2. OPENING OF OFFERS

2.1 In case when a Public Opening is held, the invited proposers, or their authorized representative, may attend the public bid opening at the time, date and location specified in the bid documents. Proposers should note that the Bid Opening is the only time and place where information related to pricing from competitors is available.

3. REQUEST FOR INFORMATION

3.1 Any request for information regarding the specifications should be sent to the Contracting Officer indicated in this Bid document, and NOT to the Bid Section.

3.2 Inquiries received less than seven (7) calendar days prior to the Proposal closing date cannot be guaranteed any response. Only written inquiries will be entertained. A response to written queries will be provided to all invitees in writing. Information provided verbally will not be considered a fundamental change and will not alter the bid document.

4. ERROR IN OFFERS

4.1 Proposers are expected to examine all requirements and instructions pertaining to the work or Bid. Failure to do so will be at Proposers own risk.

5. CORRECTIONS

5.1 Erasures or other corrections in the offer must be explained with the signature of the Proposer shown alongside.

6. MODIFICATION AND WITHDRAWAL

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

6.2 Offers may be withdrawn on e-mailed, faxed or written request received from Proposers prior to the closing time and date. Negligence on the part of the Proposer confers no right for the withdrawal of the offer after it has been opened.

7. VALIDITY OF OFFERS

7.1 Offers should be valid for a period of not less than 90 days after bid opening, unless otherwise specified in the Specific Terms and Conditions. Proposers are requested to indicate the validity period of their offer. UNICEF may request the validity period to be extended.

8. INCOTERMS (if applicable)

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

9. COUNTRY OF ORIGIN (if applicable)

9.1 Items produced in countries other than that of the Bidder must be indicated, stating the country of origin. Bidders may be required to submit a Certificate of Origin of Goods issued by the Chamber of Commerce or other equivalent authority.

10. SUPPLIER REGISTRATION AND EVALUATION

10.1 UNICEF is part of the United Nations Global Marketplace (UNGM). Accordingly, all bidders must apply to become a UNICEF supplier and this is done via the UNGM website at http://www.ungm.org. The assessment of the application is based on the relevance of the products to UNICEF. Please note that a UNGM registration should be completed as soon as possible, and before an award can be made.

11. ANSWERING SHEETS

Only the forms and sheets provided in the bid documents
should be used to present the various aspects of the Proposal. Supplemental information can be provided on each of the answering sheets when requested in the bid documents.

12. Bid document TERMS

The bid documents, along with any Proposal thereto, shall be considered the property of UNICEF and the Offers will not be returned to their originators.

In submitting the offer, the Proposer agrees to acceptance of the decision of UNICEF as to whether the offer meets the minimum requirements stated in the bid documents; and the evaluation.

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

13. RIGHTS OF UNICEF

13.1 UNICEF reserves the right to INVALIDATE any offer for reasons mentioned above, and, unless otherwise specified by UNICEF or by the Bidder, to accept any item in the offer.

13.2 UNICEF reserves the right to INVALIDATE any offer received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract.
GENERAL TERMS AND CONDITIONS

A. ACCEPTANCE OF PURCHASE ORDER
The Purchase Order may only be accepted by the Supplier’s signing and returning an acknowledgment copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNICEF unless agreed to in writing by a duly authorized official of UNICEF.

B. PAYMENT
1. UNICEF shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier’s invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2. Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

3. Unless authorized by UNICEF, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order’s identification number.

The prices shown in this Purchase Order may not be increased except by express written agreement of UNICEF.

C. TAX EXEMPTION
1. Section 7C of the Convention of the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNICEF’s exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNICEF to determine a mutually acceptable procedure.

2. Accordingly, the Supplier authorizes UNICEF to deduct from the Supplier’s invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNICEF before the payment thereof and UNICEF has, in such instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

D. EXPORT LICENCES
Notwithstanding any INCOTERMS used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

E. RISK OF LOSS
Notwithstanding any INCOTERMS used in this Purchase Order, risk of loss, damage to or destruction of the goods shall be borne by the Supplier until physical delivery of the goods to the consignee has been completed in accordance with the terms of this Purchase Order.

F. FITNESS OF GOODS/PACKAGING
The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under the Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNICEF, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

G. INSPECTION
1. UNICEF shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance not conforming to the Purchase Order; payment for goods pursuant to the Purchase Order shall not be deemed an acceptance of the goods.

2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

H. INTELLECTUAL PROPERTY INFRINGEMENT
The Supplier warrants that the use or supply by UNICEF of the goods sold under the Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNICEF and the United Nations harmless from any actions or claims brought against UNICEF or the United Nations pertaining to the alleged infringement of a patent, design, trade name or trade-mark arising in connection with the goods sold under this Purchase Order.

I. RIGHTS OF UNICEF
In case of failure by the Supplier to fulfill its obligations under the terms and conditions of the Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNICEF may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

1. Procure all or part of the goods from other sources, in which event UNICEF may hold the Supplier responsible for any excess cost occasioned thereby.

2. Refuse to accept delivery of all or part of the goods.

3. Terminate this Purchase Order without any liability for termination charges or any other liability of any kind of UNICEF.

J. LATE DELIVERY
Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery dates stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNICEF to determine the most expedient means for delivering the goods and (ii) use and expedient means of delivery, at the Supplier’s cost (unless the delay is due to Force Majeure), if reasonably so requested by UNICEF.

K. ASSIGNMENT AND INSOLVENCY
1. The Supplier shall not, except after obtaining the written consent of UNICEF assign, transfer, pledge or make other disposition of the Purchase Order, or any part thereof, or any of the Supplier’s rights or obligations under this Purchase Order.

2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

L. USE OF UNICEF OR UN NAME OR EMBLEM
The Supplier shall not use the name, emblem or official seal of UNICEF or the United Nations for any purpose.

M. PROHIBITION ON ADVERTISING
The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNICEF without specific permission of UNICEF in each instance.

N. SETTLEMENT OF DISPUTES
Amicable Settlement
The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNICALT Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

Arbitration
Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party’s request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNICALT Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

O. PRIVILEGES AND IMMUNITIES
Nothing in or related to these General Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

P. CHILD LABOUR
The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or so interfere with the child’s education, or so be harmful to the child’s health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNICEF to terminate the Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNICEF.

Q. MINES
The Supplier guarantees that neither the Supplier’s company, nor any of its affiliates, nor any subsidiaries controlled by its company, is engaged in the sale or manufacture of anti-personnel mines or of components utilized in the manufacture of anti-personnel mines. The Supplier recognizes that a breach of this provision will enable UNICEF to terminate its supply contract with the Supplier.

Rev. 1 - 1 February 1997