

PART I – PURPOSE OF THIS REQUEST FOR PROPOSAL

1. BACKGROUND

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

2. SOLICITATION

2.1 UNICEF wishes to procure items in the quantities and with the specifications outlined in the schedules contained in this Solicitation Document.

2.2 This Solicitation Document is comprised of the following:

- This document
- The UNICEF General Terms and Conditions of Contract (Goods) which are attached as Annex A to this document
- [PLEASE INSERT ANY ADDITIONAL DOCUMENTS ATTACHED AS ANNEXES TO THE SOLICITATION DOCUMENT E.G. ANSWER SHEETS]

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

PART II – PROPOSAL SUBMISSION PROCESS

1. PROPOSAL SUBMISSION SCHEDULE

1.1 Acknowledgement of receipt of Solicitation Document.

Proposers are requested to inform UNICEF as soon as possible by [EMAIL/LETTER] to



[INSERT NAME OF RELEVANT STAFF MEMBER] at [INSERT EMAIL/POSTAL ADDRESS AS RELEVANT] that they have received this Solicitation Document.

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

1.2 Questions from Proposers.

Proposers are required to submit any questions in respect of this Solicitation Document by [EMAIL/LETTER] to [INSERT NAME OF RELEVANT SUPPLY STAFF MEMBER] at [INSERT EMAIL/POSTAL ADDRESS AS APPLICABLE]. The deadline for receipt of any questions is [INSERT DATE AND TIME].

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

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

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

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

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



[1.4 Bid conference. A bid conference will be held on [INSERT DATE AND TIME] at [INSERT LOCATION].]

[[1.4/1.5] Samples. Samples are required for this solicitation process and must be sent to UNICEF at [INSERT FULL ADDRESS] in the following quantities: [INSERT QUANTITY]. The deadline for submission of samples is [INSERT TIME AND DATE].]

[1.4/1.5/1.6] Submission Deadline. The deadline for submission of Proposals is as follows:

[TIME AND DATE]

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

[[1.5/1.6/1.7] Proposal opening. [Proposals will be publicly opened at [TIME] on [DATE] at [INSERT FULL ADDRESS]] OR [Due to the nature of this Request for Proposals, there will be no public opening of Proposals].

2. LANGUAGE

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

3. VALIDITY OF PROPOSALS; MODIFICATION AND CLARIFICATIONS; WITHDRAWAL

3.1 Validity Period. Proposers must indicate the validity period of their Proposal. Proposals should be valid for a period of not less than one hundred and twenty (120) days after the Submission Deadline. A Proposal valid for a shorter period of time shall not be further considered. UNICEF may request the Proposer to extend the validity period. The Proposal of Proposers who decline to extend the validity of their Proposal shall become disqualified as no longer valid.

3.2 Other Changes. All changes to a Proposal must be received by UNICEF prior to the Submission Deadline. The Proposer must clearly indicate that the revised Proposal is a



modification and supersedes the earlier version of their Proposal, or state the changes from the original Proposal.

- 3.3 Withdrawal of Proposal. A Proposal may be withdrawn by the Proposer on e-mailed, faxed or written request received by UNICEF from the Proposer prior to Submission Deadline. Negligence on the part of the Proposer confers no right for the withdrawal of the Proposal after it has been opened.
- 3.4 Clarifications Requested by UNICEF. During the evaluation of Proposals, UNICEF may, in its sole discretion, seek clarifications from any Proposer in order for UNICEF to fully understand the Proposer’s Proposal and assist in the examination, evaluation and comparison of Proposals. UNICEF may seek such clarifications through written communications or may request an interview with any Proposer. During this clarification process, no change in the price or substance of the Proposal will be sought, offered or permitted, except as required in order to allow for correction of arithmetical errors discovered by UNICEF.
- 3.5 References. UNICEF reserves the right to contact any or all references supplied by the Proposer(s) and to seek references from other sources as UNICEF deems appropriate.

4. ELIGIBILITY; PROPOSER INFORMATION

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

4.2 Joint Venture, Consortium or Association.

- (a) If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, each such legal entity will confirm in their joint Proposal that:
 - (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this will be evidenced by a Joint Venture Agreement among the legal entities, which will be submitted along with the Proposal; and



- (ii) if they are awarded the Purchase Order, the designated lead entity will enter into the Purchase Order 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 Purchase Order to the joint venture, in the name of its designated lead entity. The lead entity will sign the Purchase Order for and on behalf of all other member entities.
- 4.3 Proposals from Government Organizations. The eligibility of Proposers that are wholly or partly owned by the Government will be subject to UNICEF's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this Solicitation Document, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.

5. PREPARATION OF OFFER

- 5.1 Proposers are responsible to inform themselves in preparing their Proposal. In this regard, the Proposers will ensure that they:
- Examine all terms, requirements and formal submission instructions (e.g. regarding form and timing of submission, marking of envelopes, no price information in technical proposal etc.) included in the Solicitation Document (including the Instructions to Proposers section);
 - Review the Solicitation Document to ensure that they have a complete copy of all documents;
 - Review the standard UNICEF Contractual Provisions and the UNICEF General Terms and Conditions of Contract (Goods) for the supply of goods publicly available on the UNICEF Supply website:
http://www.unicef.org/supply/index_procurement_policies.html;
 - Review the UNICEF policies publicly available on the UNICEF Supply website:
http://www.unicef.org/supply/index_procurement_policies.html. In particular, Proposers should familiarize themselves with the obligations imposed on suppliers and their personnel and sub-contractors under the UNICEF Policy Prohibiting and Combatting Fraud and Corruption and the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children;



- Attend any bid conference if it is mandatory under this Solicitation Document;
 - Fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods.
- 5.2 Proposers acknowledge that UNICEF, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy or completeness of this Solicitation Document or any other information provided to the Proposers.
- 5.3 Failure to meet all requirements and instructions in the Solicitation Document or to provide all requested information will be at the Proposer's own risk, and may result in rejection of the Proposer's Proposal.
- 5.4 The Proposal must be organized to follow the format of this Solicitation. Each Proposer must respond to the stated requests or requirements, and indicate that the Proposer understands and confirms acceptance of UNICEF's stated requirements. The Proposer should identify any substantive assumption made in preparing its offer. The deferral of a response to a question or issue to any contract negotiation stage (if any) is not acceptable. Any item not specifically addressed in the Proposal will be deemed as accepted by the Proposer. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will affect the evaluation of the Proposal.
- 5.5 The completed and signed Bid Form must be submitted together with the Proposal. The Bid Form must be signed by a duly authorized representative of the Organization/Company.
- 5.6 Proposals must be clearly marked with the Solicitation Document number.
- 5.7 If answer sheets are provided by UNICEF then these must be completed by the Proposer.
- 5.8 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this Solicitation Document, paying particular attention to the specifications outlined in the schedules. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated need.

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

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



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

[5.11 The Proposer’s Proposal will include all of the following labelled annexes:

[_____]

6. PROPOSAL DOCUMENTS; CONFIDENTIALITY

6.1 This Solicitation Document, together with all Proposal documents provided by the Proposer to UNICEF will be considered the property of UNICEF and will not be returned to the Proposers.

6.2 Information contained in the Proposal documents, which the Proposer considers to be its confidential information, should be clearly marked "confidential", next to the relevant part of the text, and UNICEF will treat such information accordingly.

6.3 All information and documents provided to the Proposers by UNICEF (“Solicitation Document Materials”) shall be treated as confidential by the Proposers. If the Proposer declines to respond to this Solicitation Document, or, if the Proposal is rejected or unsuccessful, the Proposer will promptly return all such Solicitation Document Materials to UNICEF, or destroy or delete all such Solicitation Document Materials. The Proposer shall not use the Solicitation Document Materials for any purpose other than the purpose of preparing a Proposal and shall not disclose the Solicitation Document Materials to any third party, except: (a) with the prior written consent of UNICEF; (b) where the third party is assisting the Proposer in preparing the Proposal, provided the Proposer has previously ensured that party's adherence to this duty of confidentiality; (c) if the relevant Solicitation Document Materials are at the time of this Solicitation Document lawfully in the possession of the Proposer through a party other than UNICEF; (d) if required by law, and provided that the Proposer has previously informed UNICEF in writing of its obligation to disclose the Solicitation Document Materials; or (e) if the Solicitation Document Materials are generally and publicly available other than as a result of breach of confidence by the person receiving the Solicitation Document Materials.

7. MULTIPLE PROPOSALS AND PROPOSALS FROM RELATED ORGANIZATIONS



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

PART III –AWARD/ADJUDICATION OF PROPOSALS

1. AWARD

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

After opening the Proposals, UNICEF will carry out the following steps in the following order:

- *First*, each Proposal will be evaluated for compliance with the mandatory requirements of this Solicitation Document. Proposals deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this



stage without further consideration. Failure to comply with any of the terms and conditions contained in this Solicitation Document, including, but not limited to, failure to provide all required information, may result in a Proposal being disqualified from further consideration.

- *Second*, UNICEF will evaluate each Proposal to determine whether the products offered are acceptable commercially and technically and are of the required quality. Proposals will be evaluated based on the INCOTERM(s) stated in Part IV clause 3.1 below. Where more than one INCOTERM is stated in Part IV clause 3.1 below, Proposals will be evaluated based on whichever INCOTERM is in the best interest of UNICEF as determined by UNICEF in its sole discretion. UNICEF will award the Purchase Order to the Proposer offering a combination of the lowest acceptable prices and shortest lead-time [INSERT ANY FURTHER BID SPECIFIC AWARD CRITERIA], provided that UNICEF considers that the Proposal to be reasonable and that it is in the interest of UNICEF to accept the Proposal.

1.2 Partial Proposals. [[UNICEF will not accept partial Proposals.] or [INSERT WHAT PARTIAL PROPOSALS ARE ACCEPTABLE]].

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

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

1.5 Negotiation. UNICEF reserves the right to negotiate with the Proposer(s) that has/have attained the best rating/ranking, i.e. those providing the overall best value Proposal(s).

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

2. **GENERAL TERMS AND CONDITIONS OF CONTRACT (GOODS)**

2.1 UNICEF's General Terms and Conditions of Contract (Goods) which are attached at Annex A to this Solicitation Document will apply to any Purchase Orders awarded in connection with this Solicitation Document. By signing the Bid Form, each Proposer is deemed to have confirmed its acceptance of the UNICEF General Terms and Conditions (Goods). The



Proposer understands that if it proposes any amendments or additional terms to the UNICEF General Terms and Conditions (Goods), these must be clearly detailed in the Proposal and may negatively affect the evaluation of the Proposal.

3. INSPECTION

- 3.1 Each Proposer will permit UNICEF, either itself or through a designated representative entity, to have access to the facilities where the products offered are manufactured, at all reasonable times to inspect the manufacturing site and processes for the production, quality control, quality assurance and packing of the products. The Proposer will provide reasonable assistance to the representatives for such appraisal, including copies of any documentation (including, but not limited to, test results or quality control reports) as may be necessary. The inspection may be carried out in conjunction with the appropriate national authority. Failure to do so may result in the rejection of the Proposal.

4. RIGHTS OF UNICEF

- 4.1 UNICEF reserves the following rights:

- (a) to accept any Proposal, in whole or in part; to reject any or all Proposals; or to cancel this solicitation process in its entirety;
- (b) to verify any information contained in Proposer's response (and the Proposer will provide UNICEF with its reasonable cooperation with such verification).
- (c) to invalidate any Proposal received from a Proposer that, in UNICEF's sole opinion has previously failed to perform satisfactorily or complete contracts or Purchase Orders on time, or UNICEF believes is not in a position to perform the Purchase Order;
- (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 Purchase Order has been signed with such Proposer. UNICEF is not required to provide any justification, but will give notice prior to any such suspension of negotiations or withdrawal of award.



4.2 UNICEF is not liable to any Proposer for any costs, expense or loss incurred or suffered by such Proposer in connection with this Solicitation Document or solicitation process, including, but not limited to, any costs, expense or loss incurred as result of UNICEF exercising any of its rights in paragraph 4.1 above.

PART IV – REQUIREMENTS

1. PRICES AND DISCOUNTS

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

1.2 Payment Terms. Invoices may be issued to UNICEF only after the delivery terms of the Purchase Order have been fulfilled. The standard terms of payment are net 30 days, after receipt of invoice. Payment will be effected by bank transfer in the currency of the Purchase Order.

1.3 Currency.

(a) Proposers are requested to provide unit prices in [STATE CURRENCY (IES)]. UNICEF will reject any Proposals submitted in another currency.

(b) If the above paragraph (a) explicitly permits two or more specified currencies for the Proposals, then for evaluation purposes only, offers submitted in a currency other than US Dollars will be converted into US Dollars using the United Nations rate of exchange in effect on the submission deadline date.

1.4 Discounts. Proposers are requested to advise as to:

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

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

(c) Trade discounts;

(d) Any other unconditional discounts.



1.5 Taxes.

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

2. IMPLEMENTATION

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

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

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

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

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

3. DELIVERY

3.1 Incoterms.



Proposers are requested to quote prices in accordance with the following delivery terms (INCOTERMS 2010): [**INSERT INCOTERM(s) – for example, DAP named place – Delivered at Place to INSERT ADDRESS FCA – FCA named airport/seaport SPECIFY NAME OF AIRPORT/SEAPORT**]

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

3.2 Deliveries will be made in accordance with instructions in UNICEF’s Purchase Orders. 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 and includes the period for manufacturing and packing the products, pre-delivery inspection (if applicable), obtaining any necessary regulatory authority approvals or licenses, shipping, and provision of all documentation required in connection with such delivery.

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

4. SHELF LIFE AND WARRANTY

4.1 Shelf life and Useable Lifespan. The Proposer will clearly state the minimum shelf life at time of dispatch for all pharmaceutical products or other perishable goods. For all other products, the Proposer will clearly state (as applicable) the usable lifespan (i.e. the recommended usage period).

4.2 Packing, Packaging and Labeling. All goods must meet the requirements for packing, packaging, packing list and labelling of the goods set out on the UNICEF Supply Website (<https://www.unicef.org/supply/technical-specifications-packing-packaging-and-labelling>) and the additional requirements (if any) for packing, packaging, packing list and labelling set out in this Solicitation Document. This includes those requirements that apply to dangerous goods.

4.3 Warranty. The Proposer’s warranty for the goods (including packaging) offered in its Proposal will meet each of the following minimum criteria:



- (a) The goods conform to the quality, quantity and specifications for the goods stated in the Purchase Order (including, in the case of perishable or pharmaceutical products, the shelf life specified in the 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 Order, 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, and for the modes of transport of the goods specified in the 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 and applicable law.

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

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

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



5. OTHER GOODS REQUIREMENTS

- 5.1 Country of Origin. Items produced in countries other than that of the Proposer must be indicated, stating the country of origin. Proposers may be required to submit a Certificate of Origin of Goods issued by the Chamber of Commerce or other equivalent authority.
- 5.2 Samples. 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.

If samples are requested:

- Samples will be subject to technical review and laboratory testing and analysis where appropriate.
- Samples must correspond 100% to the product(s) being offered.
- Samples must include the manufacturer's packaging and labeling.
- In the event that the Proposal is successful, samples will be retained 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 labeled as requested.
- Failure to provide samples in accordance with the instructions requested under this paragraph 5.2 may result in invalidation of the Proposal.

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



[The following special requirements for packing, packaging, packing list and labelling apply to this Solicitation Document: INSERT ANY SPECIAL REQUIREMENTS]

6. LIQUIDATED DAMAGES

6.1 Any Purchase Orders awarded in connection with this Solicitation Document will include the following clause on liquidated damages:

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

PART V – PROPOSER REPRESENTATIONS

1. PRICE – MOST FAVOURED CUSTOMER

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

2. GENERAL REPRESENTATIONS



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

- 2.1 The Proposer has (a) the full authority and power to submit the Proposal and to enter into any resulting Purchase Order, 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. The Proposer has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with the goods.
- 2.2 All of the information it has provided to UNICEF concerning the goods and the Proposer is true, correct, accurate and not misleading.
- 2.3 The Proposer is financially solvent and is able to supply the goods to UNICEF in accordance with the requirements described in this Solicitation Document.
- 2.4 The use or supply of the goods does not and will not infringe any patent, design, trade-name or trade-mark.
- 2.5 The development, manufacture and supply of the goods has complied, does comply, and will comply with all applicable laws, rules and regulations.
- 2.6 The Proposer will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.
- 2.7 It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting Purchase Order.
- 2.8 The Proposer agrees to be bound by the decisions of UNICEF, including but not limited to, decisions as to whether the Proposer's Proposal meets the requirements and instructions stated in this Solicitation Document and the results of the evaluation process.

3. ETHICAL STANDARDS

UNICEF requires that all Proposers observe the highest standard of ethics during the entire solicitation process, as well as the duration of any 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:

- 3.1 In respect of all aspects of the solicitation process the Proposer has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest. In particular, the Proposer has disclosed to UNICEF if it or any of its affiliates is, or has been in the past, engaged by UNICEF to provide services for the preparation of the design, specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods requested under this Solicitation Document; or if it or any of its affiliates has been involved in the preparation and/or design of the programme/project related to the goods requested under this Solicitation Document.
- 3.2 The Proposer has not unduly obtained, or attempted to obtain, any confidential information in connection with the solicitation process and any Purchase Order that may be awarded as a result of this solicitation process.
- 3.3 No official of UNICEF or of any United Nations System organisation has received from or on behalf of the Proposer, or will be offered by or on behalf of the Proposer, any direct or indirect benefit in connection with this Solicitation Document including the award of the Purchase Order to the Proposer. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.
- 3.4 The following requirements with regard to former UNICEF officials have been complied with and will be complied with:
 - (a) During the one (1) year period after an official has separated from UNICEF, the Proposer may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Proposer has participated.
 - (b) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Proposer, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.
- 3.5 Neither the Proposer nor any of its affiliates, or personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Proposer will immediately disclose to UNICEF if it or any of its affiliates, or personnel or directors, becomes subject to any such



sanction or temporary suspension during the term of the 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 Purchase Order, UNICEF will be entitled to suspend the Purchase Order for a period of time up to thirty (30) days or terminate the Purchase Order, 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 Purchase Order it will be entitled to terminate the Purchase Order at the end of the thirty (30) days' suspension at UNICEF's sole choice.

- 3.6 The Proposer will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the solicitation process and in the performance of any resulting Purchase Order; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption which can be accessed on the UNICEF website at http://www.unicef.org/supply/index_procurement_policies.html. In particular, the Proposer will not engage, and will ensure that its personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.
- 3.7 The Proposer will comply with all laws, ordinances, rules and regulations bearing upon its participation in this solicitation and the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.ungm.org).
- 3.8 Neither the Proposer nor any of its affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.
- 3.9 The Proposer has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its personnel including its employees or any persons engaged by the Proposer to perform any services in the Proposer's participation in this solicitation. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. The Proposer has taken and will take all appropriate measures to prohibit its personnel including its employees or other persons engaged by the Proposer, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person.
- 3.10 The Proposer confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Proposer will ensure that its Personnel



understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Proposer will further cooperate with UNICEF's implementation of this Policy.

- 3.11 The Proposer will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 3.
- 3.12 Each of the provisions in Article 3 of this Part V constitutes an essential condition of participation in this solicitation process. In the event of a breach of any of these provisions, UNICEF is entitled to disqualify the Proposer from this solicitation process and/or any other solicitation process, and to terminate any Purchase Order that may have been awarded as a result of this solicitation process, immediately upon notice to the Proposer, without any liability for termination charges or any liability of any kind. In addition, the Proposer may be precluded from doing business with UNICEF and any other entity of the United Nations System in the future.

4. AUDIT

- 4.1 From time to time, UNICEF may conduct audits or investigations relating to any aspect of a Purchase Order awarded in relation to this Solicitation Document, including but not limited to the award of the Purchase Order and the Proposer's compliance with the provisions of Article 3 above. The Proposer will provide its full and timely cooperation with any such audits or investigations, including (but not limited to) making its personnel and any relevant data and documentation available for the purposes of such audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such audits or investigations access to the Proposer's premises at reasonable times and on reasonable conditions in connection with making its personnel and any relevant data and documentation available. The Proposer will require its sub-contractors and its agents to provide reasonable cooperation with any audits or investigations carried out by UNICEF.

