

Common Issues in Procurement and Contract Management: Case Studies from Long Term Agreements and Purchase Orders

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Agenda

1. UNICEF Procurement Principles and Tender Approach

2. Key Criteria for LTA Award

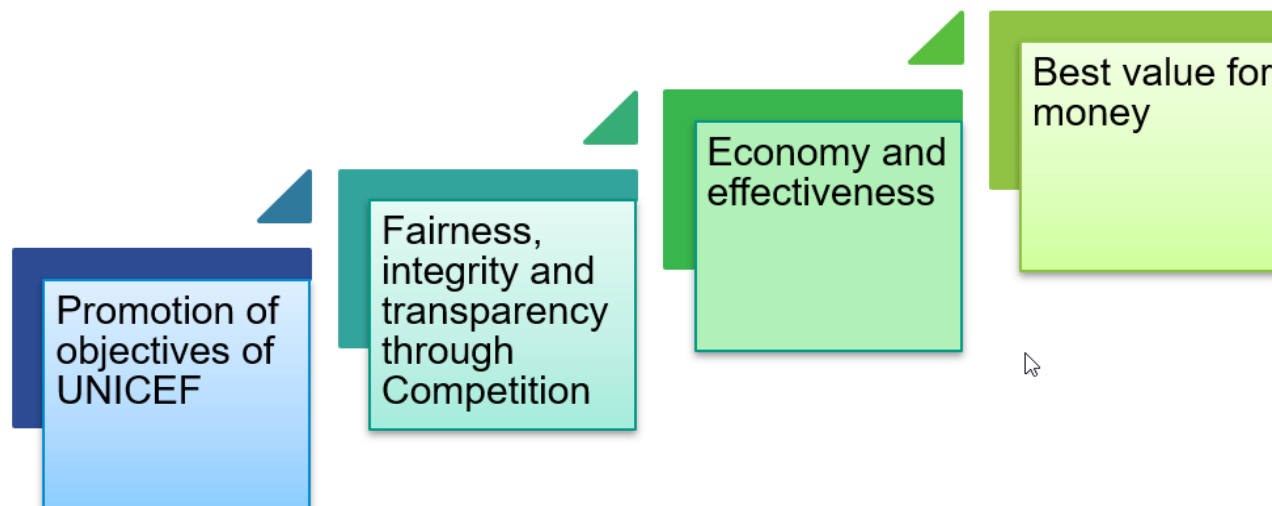
3. Contract Management

4. Case Studies from the Evaluation Process

5. Case Study on the Bid Declaration Form

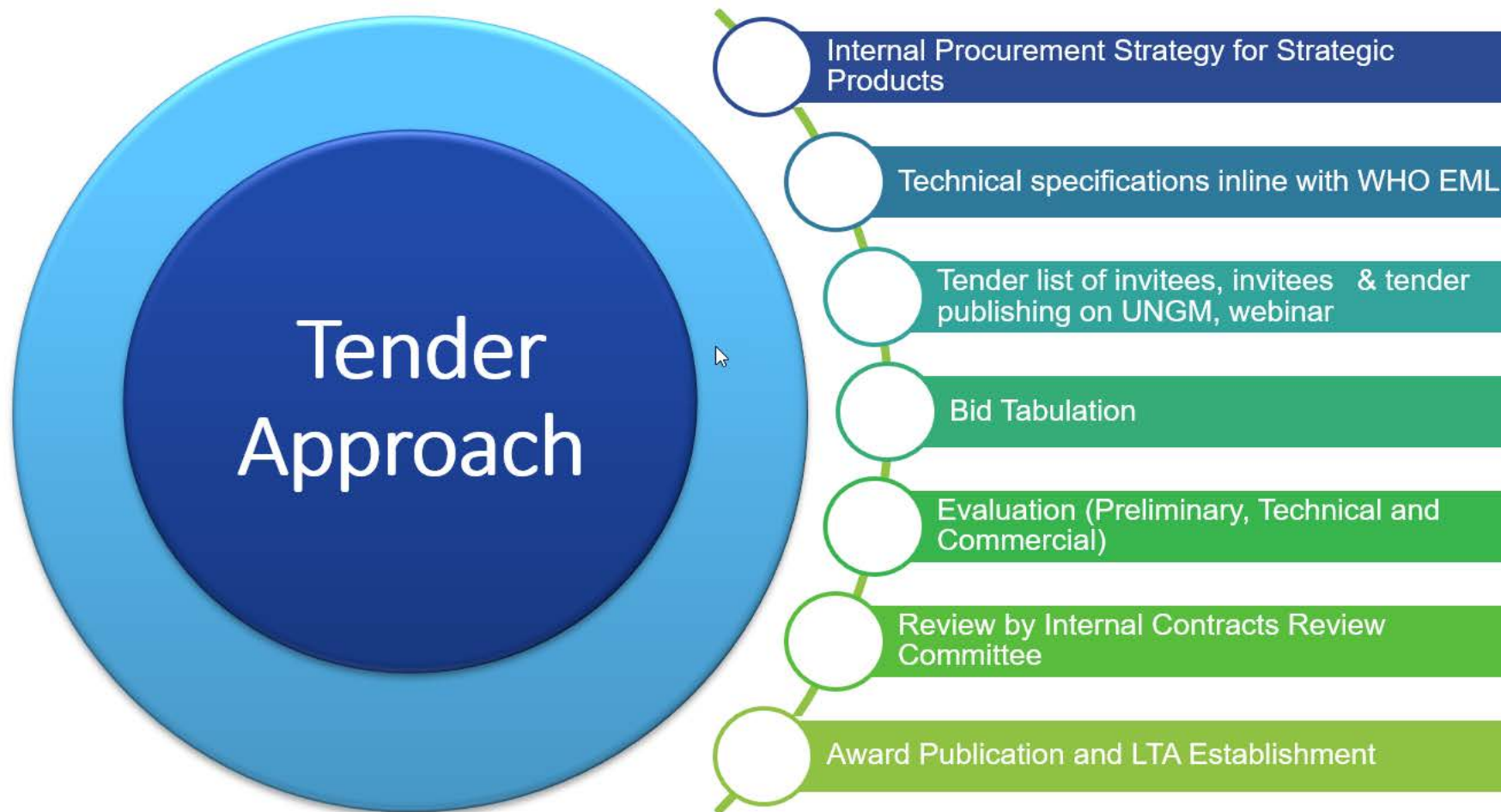
6. Interactive Session for Purchase Orders

UNICEF Procurement Principles and Approach (1)



- Suppliers must be registered on the **UNGM** <https://www.ungm.org>
- More information on how to do procurement with UNICEF can be accessed via the links below:
<https://www.unicef.org/supply/suppliers-and-service-providers>
<https://www.unicef.org/supply/documents/general-terms-and-conditions-contract>

UNICEF Procurement Principles and Approach (2)



Key Criteria for LTA Award



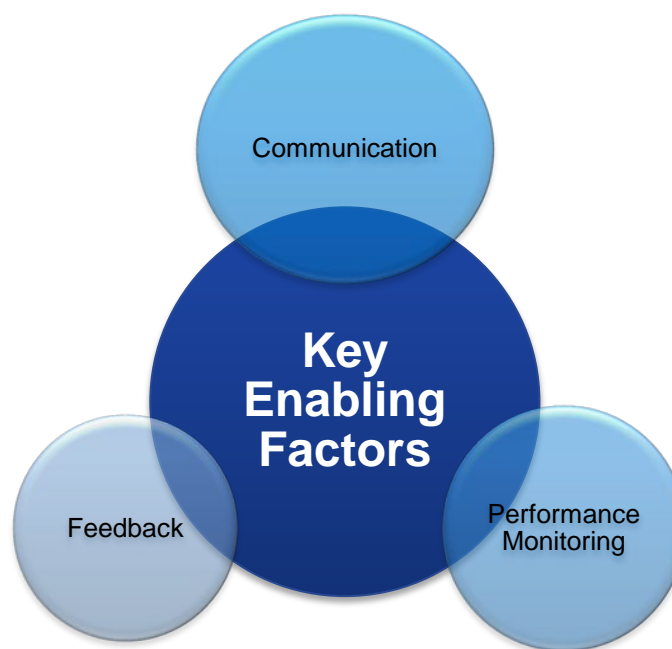
**Combination of
Administrative, Technical
and Commercial Criteria**

**Sustainability and
Geographical
Diversification**

- The tender outcome is reviewed by **Contracts Review Committee** who recommends approval to **UNICEF SD Director**.
- **SD publishes monthly contract awards online.**

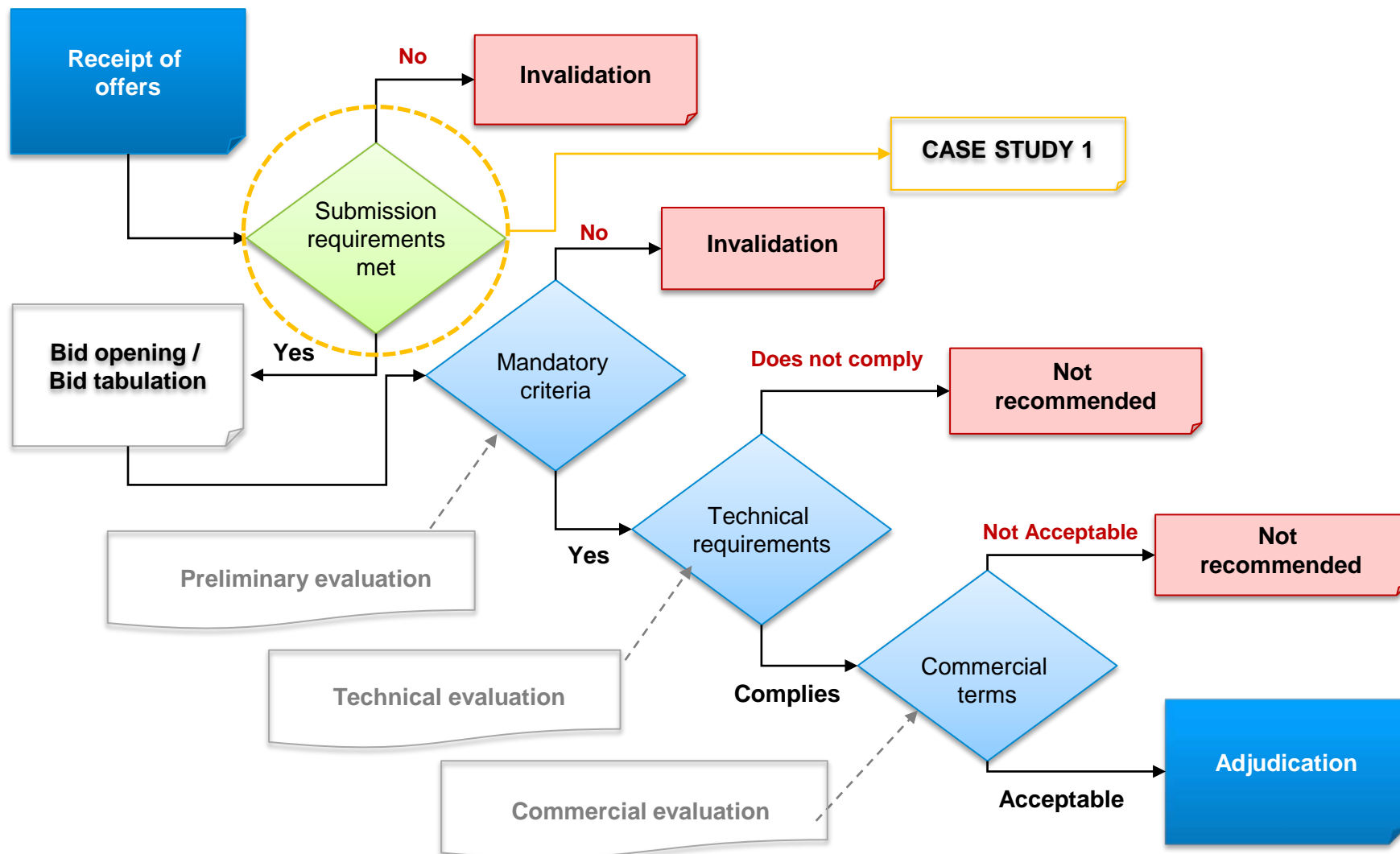
Contract Management

Contract Management: Process that enables both parties of the Contract to meet their obligations in order to deliver the objectives required from the Contract.

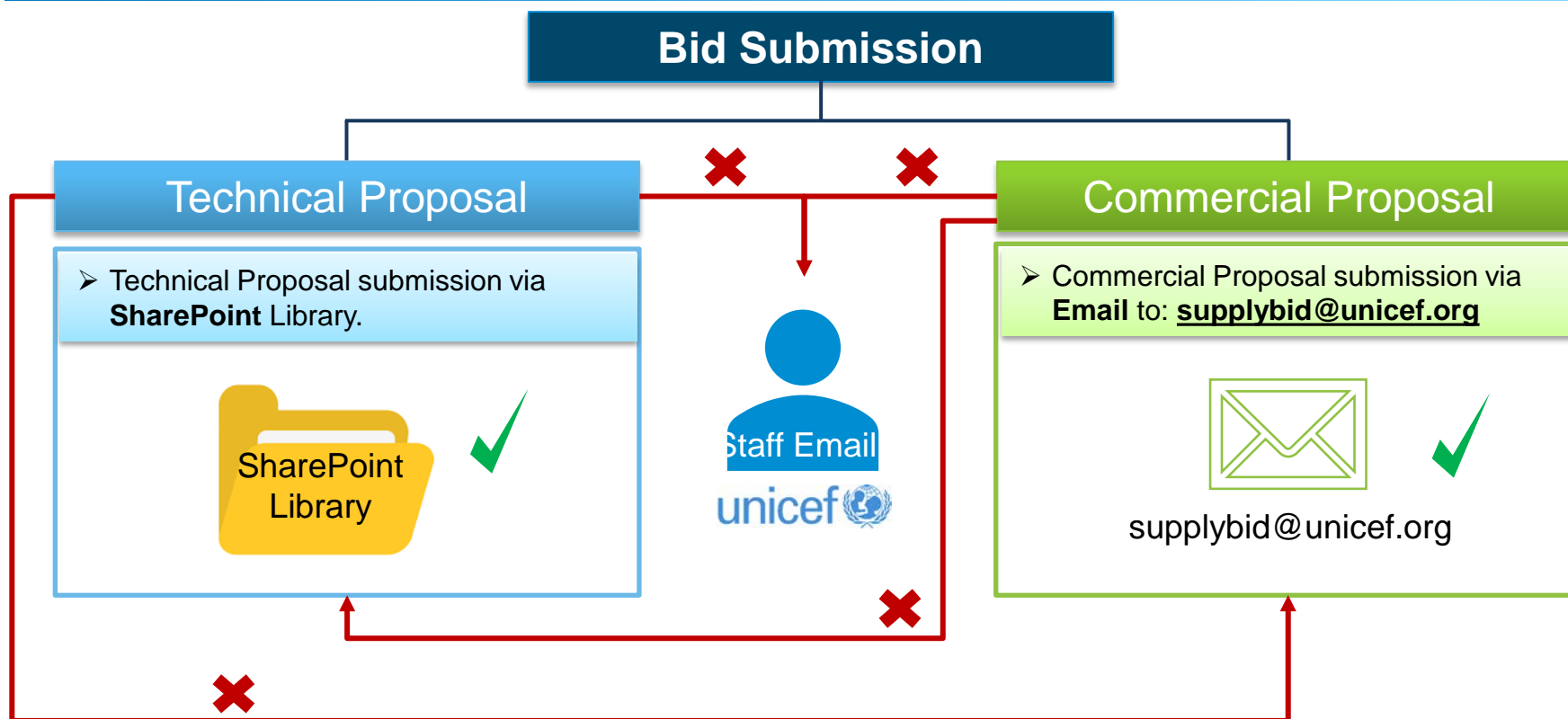


UNICEF values the relation it has with suppliers and makes priority by establishing effective processes to manage it.

Case Studies from the Evaluation Process



Case Study 1: Bid Submission Requirements



For creation of SharePoint Library please contact Ms.Technical (email: mnctechnical@unicef.org) before 30th April 2024, 23:59hrs Copenhagen Time.

For any queries, please send an email to mnccontracting@unicef.org NOT later than **5 days** before deadline.

Case Study 2: Contractual Provisions – Terms and Conditions

- ✓ Compliance with General T&Cs is **MANDATORY**.
- ✓ Bidders should familiarize with UNICEF general T&Cs.



<https://www.unicef.org/supply/documents/general-terms-and-conditions-contract>



ANNEX A GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Goods)

any other provision of the Contract.

Definitions and UNICEF Supply Website

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

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

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

- ✓ Signed bid submission means concurrence with general T&Cs.

Case Study 3: Bid Declaration Form

Declaration

The undersigned, being a duly authorized representative of the Company, represents and declares that:

		YES	NO
1.	The Company and its Management ¹ have not been found guilty pursuant to a final judgment or a final administrative decision of any of the following:		
	a. Fraud;	<input type="checkbox"/>	<input type="checkbox"/>
	b. Corruption;	<input type="checkbox"/>	<input type="checkbox"/>
	c. conduct related to a criminal organisation;	<input type="checkbox"/>	<input type="checkbox"/>
	d. money laundering or terrorist financing;	<input type="checkbox"/>	<input type="checkbox"/>
	e. terrorist offences or offences linked to terrorist activities;	<input type="checkbox"/>	<input type="checkbox"/>
	f. sexual exploitation and abuse;	<input type="checkbox"/>	<input type="checkbox"/>
	g. child labour, forced labour, human trafficking; or	<input type="checkbox"/>	<input type="checkbox"/>
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Company or its Management).	<input type="checkbox"/>	<input type="checkbox"/>
2.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct.		
3.	The Company and its Management are not: bankrupt, subject to insolvency or winding-up procedures, subject to the administration of assets by a liquidator or a court, in an arrangement with creditors, subject to a legal suspension of business activities, or in any analogous situation arising from a similar procedure provided for under applicable national law.	<input type="checkbox"/>	<input type="checkbox"/>
4.	The Company and its Management have not been the subject of a final judgment or a final administrative decision finding them in breach of their obligations relating to the payment of taxes or social security contributions.	<input type="checkbox"/>	<input type="checkbox"/>
5.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found they created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business (<i>creating a shell company</i>).	<input type="checkbox"/>	<input type="checkbox"/>
6.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found the Company was created with the intent referred to in point (5) (<i>being a shell company</i>).	<input type="checkbox"/>	<input type="checkbox"/>

¹ "Management" means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and all other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders.

■ Mandatory requirement for every tender

The UNICEF reserves the right to disqualify the Company suspend or terminate any contract or other arrangement between the UNICEF and the Company, with immediate effect and without liability, in the event of any misrepresentation made by the Company in this Declaration.

It is the responsibility of the Company to immediately inform the UNICEF of any changes in the situations declared.

This Declaration is in addition to, and does not replace or cancel, or operate as a waiver of, any terms of contractual arrangements between the UNICEF and the Company.

Signature: _____
 Date: _____
 Name and Title: _____
 Name of the Company: _____
 UNGM #: _____
 Postal Address: _____
 Email: _____

QUESTION AND ANSWER SESSION

Interactive Session for Purchase Orders and other Contract Management Issues



KEY MESSAGES

Submit
Technical
Proposals via
SharePoint

Submit Commercial
Proposals to
supplybid@unicef.org

General T&Cs
are
MANDATORY

Don't forget



DO NOT submit
commercial proposals
to UNICEF staff
emails

DO NOT upload
commercial proposal
to technical dossier
folder

DO NOT submit
technical proposal via
Email

unicef 
for every child

Thank You

