

# Becoming a supplier to UNICEF. Steps for successful engagement: Tendering and Contracting

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#### Agenda

- UNICEF Sustainable Procurement Principles and Approach
- Overview of Tender evaluation Process
- Key Criteria for Award of Long-Term Arrangements-LTA
- UNICEF Vendor Due Diligence
- Contracting Modalities/ tools
- Contract Management
- Tender Overview and opportunities for Pharmaceuticals
- Links to Useful UNICEF Resources



#### **UNICEF Procurement Principles and Approach (1)**



- Suppliers must be registered on the UNGM <a href="https://www.ungm.org">https://www.ungm.org</a>
- 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)**





### **UNICEF Procurement Principles and approach (3)**

- Purchases medicines products primarily directly from manufacturers and wholesalers whenever applicable.
- Uses competitive tendering process.
- <u>Does not purchase</u> from companies employing child labour nor manufacturers of land mines and their components;
- <u>Does not purchase</u> from companies found to have undertaken unethical, unprofessional or fraudulent activities.







#### **Procurement Method & Solicitation Documents**

Majority of procurement conducted through competitive bidding, but direct/sole source procurement also conducted under certain circumstances.

#### Solicitation conducted through:

- Request for Quotation (RFQ): up to USD 500,000
- Invitation to Bid (ITB)
- Request for Proposal (RFP)







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#### **Vendor Selection**





#### **Overview of tender evaluation process**





#### **Mandatory Administrative Criteria-Bid Declaration Form and General Terms and Conditions**

Declaration				10					
The undersigned, being a duly authorized representative of the Company, represents and declares that:			t I						
1.	The Company and its Management <sup>1</sup> have not been found guilty pursuant to a final judgment or a final administrative decision of any of the following:	YES	NO		ı				
	a. Fraud;								
	b. Corruption;			1		and the second			
	c. conduct related to a criminal organisation;			1		<ul> <li>Mandatory requirement for every tender</li> </ul>			
	d. money laundering or terrorist financing;			1					
	e. terrorist offences or offences linked to terrorist activities;								
	f. sexual exploitation and abuse;								
	g. child labour, forced labour, human trafficking; or			1					
	<ul> <li>h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Company or its Management).</li> </ul>				ı				
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.				I				
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.				ł	The UNICEF reserves the right to disqualify the Company suspend or terminate any contract or other arrangement	i.		
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.				l	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.	Ľ		
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 (creating a shell company).				l	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.		s://www.unicef.org/supply/documents/ge	neral-terms-and-conditions-contract
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> )					Signature: Date: Name and Title:			NEX A S AND CONDITIONS
<sup>1</sup> "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.					l	Name of the Company: UNGM #: Postal Address: Email:	Defini 1.1 In "Affili	RAL TERMS AND CONDITIONS OF CONTRACT (Goods) ions and UNCEF Supply Website these General Terms and Conditions (Goods), the following terms have the following meaning: totar means, with respect to the Supplement, and the following terms the following terms that the following terms indices, sub-additions, and the original term is a sub-attrait later terms.	any other provision of the Contract. 2.3. The Supplice address/balages that UNCEF may monitor the Supplice's Contract. The Supplice agroes as periods in difficuency outfits with each perform additional cost or expense to UNICEF, and provide informations as a UNICEF, including, has not limited on a club at of encoding of the Contract, datals to be charged and payments made by UNICEF or pending.

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.



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#### **Key Criteria for Award of Long-Term Arrangements-LTA**



SD publishes monthly contract awards online.

World Health Organization

INFPA

unicef



### **UNICEF Vendor Due Diligence**

• Statutory review to ascertain legal registration status of vendor - at least level 1 registration in UNGM - Vendors may be asked to submit additional proof of legal national registration.

• Ethical screening to obtain assurance that the vendor is not engaged in unethical conduct and have functional environmental and social governance systems in place – to better align with UNICEF Policy Framework UN Supplier Code of Conduct etc.

• Financial position assessment - latest 2 years audited financial statements to assess financial status and liquidity (treated as highly confidential).

•UNICEF, as part of UN, reserves the right to suspend vendors in UNGM on grounds of misconduct against UNICEF.







#### **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.





#### **Contracting Modalities/ tools**

- UNICEF establishes <u>Long Term Agreements (LTAs)</u> under which Purchase Orders (PO), or Framework Purchase Orders (FPOs) are placed
- LTAs can be time-bound (open quantity) or value targeted (specific quantity). Value targeted LTAs are established when there is confidence in forecast and consideration of multiple awards.
- Duration of LTAs vary from 1 to 5 year, with options for revision and renewal (up to 2 additional years, established by approved procurement procedures).
- Framework Purchase Orders (without specific destination) are placed when there is need to secure production capacity based on a forecast.





**UNICEF** Login

Advanced search

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#### unicef 🚱 for every child **Supply Catalogue**



HELP ~ MY LIST (0)

Search products by keywords



The Supply Catalogue is managed by UNICEF Supply Division and contains specifications for over 2,000 commodities that respond to the needs of children and their families. It is designed to help you identify the most appropriate supplies for your programmes and improve your collaboration with the Supply Division.

#### **Technical bulletins**

Read about how to use and



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#### Warehouse Replenishment in Copenhagen









### **2024 – Tenders Overview**



SN	Tender Reference	Product Category	Tender Status
1.	RFP-DAN-503616	Small and Large Volume Parenterals (SLVP) –Launched in 2023 and closed in 2024	Closed- Under evaluation
2.	RFP-DAN-503649	Phytomenadione (Vitamin K)	Closed- LTAs Awarded
3.	RFP-DAN-503705	Selected Essential Medicines (IEHK 2024 Kit)	Closed- LTAs Awarded
4.	RFP-DAN-503704	Paediatric ARVs-Selected Paediatric Products	Closed –Evaluation Finalized (LTA Award Stage)
5.	RFP-DAN-503726	Betalactam Oral formulations	Closed-Under Evaluation
6.	RFP-DAN-503751	Glucagon and Insulin	Open –Closing date: 14-Feb-2025
7.	13 Adhoc tenders (Emergency and Adhoc demand	Multiple products	Closed – Purchase orders awarded
8.	RFP-DAN-XXXXXX	Antihelminthics	To be launched in Dec-2024







### **2025-Tender Opportunities**



SN	Tender Reference	Product Category	Timeline
9.	RFP-DAN-503720	Antineoplastics (Medicines for Paediatric Cancers)-Joint tender UNICEF and PAHO	Windows 1 to 3-Closed Window 4: 3-Feb-2025
10.	RFP-DAN-503735	Ophthalmics	Windows 1 to 3-Closed Window 4: 10-Feb-2025
11.	Upcoming Tenders 2025	<ul> <li>Antimalarials –Joint tender (UNICEF and WHO)</li> <li>Anti-infectives (Other antibacterials excluding Beta lactams; Antifungal; Antiprotozoal; Antiviral)– Over 85 products</li> </ul>	This category will be part of 2025 Bid calendar. Tender calendar for 2025 will be available on the UNICEF Intranet at the beginning of 2025





## LINKS TO USEFUL UNICEF RESOURCES

- 1. UNICEF Supply Division: <u>https://www.unicef.org/supply/</u>
- 2. UNICEF Procurement Policies: <u>https://www.unicef.org/supply/resources/procurement-policies</u>
- 3. Market Notes and Updates: <u>https://www.unicef.org/supply/market-notes-and-updates</u>
- 4. UNICEF Price Data Overview: <u>https://www.unicef.org/supply/pricing-data</u>
- 5. UNICEF Key Supply Markets Dashboard: <u>https://www.unicef.org/supply/documents/key-supply-</u> <u>markets-dashboard</u>
- 6. UNICEF Tender Calendars: <u>https://www.unicef.org/supply/tender-calendars</u>
- 7. Information for Suppliers: <u>https://www.unicef.org/supply/suppliers-and-service-providers</u>





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## **Thank You**

Hybrid Joint Meeting

2 - 6 December 2024



