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30 November 2015

INVITATION TO BID ITB No. UNFPA/CPH/ITB/15/035 FOR SUPPLY OF FEMALE CONDOMS

INTRODUCTORY LETTER

Dear Sir/Madam,

1. The United Nations Population Fund (UNFPA), an international development agency, invites sealed bids for the supply of female condoms for its programme around the world.
2. Result of the bidding will be used to establish 3 year long term agreements between the successful suppliers and UNFPA with the possibility of 1 year extension subject to satisfactory performance and price competitiveness.
3. To enable you to submit a bid, please read the following attached documents carefully:

Section I:	Instructions to Bidders
Section II:	Schedule of Requirements and Technical Specifications
Section III:	Spend Analysis
Section IV:	UNFPA General Conditions of Contract
Section V:	Bidding Forms / Bidding Factors
Section VI:	Contract Forms
4. Bidders shall acknowledge receipt of the Invitation to Bid through **UNFPA eTendering platform no later than 11 December 2015** and indicate whether or not a bid shall be submitted. If you are declining to bid please state the reasons for UNFPA to improve its effectiveness in future invitations. Please refer to section 2.2 *Accepting a bid invitation and 2.3 Declining a bid invitation* of UNFPA eTendering Manual for Bidders for more details.
5. The bid shall be posted at UNFPA eTendering platform no later than **8 January 2016, at 13.00 New York time¹**. Requested samples form part of the bid and shall reach UNFPA's Copenhagen office reception at the same day and time. Please refer to section 3. *Submitting a bid* of UNFPA eTendering Manual for Bidders for more details.

¹ Reference: www.timeanddate.com/worldclock
ITB No. UNFPA/CPH/ITB/15/035 for supply of female condoms

6. The bid shall be opened on *8 January 2016, at 13.00h New York time² at Marmovej 51, 2100 Copenhagen*. Bidders or their authorized representatives may attend the bid opening. Kindly confirm by email to palau@unfpa.org by *28 December 2015* whether your company shall be represented at the bid opening.
7. The system will not accept bids after the closing deadline and as such no late bids will be accepted or recorded. Bids not submitted through **UNFPA eTendering** platform shall be rejected.
8. Any questions relating to the attached documents shall be addressed in writing to the following UNFPA personnel:
 - *Cristina Palau, Contracts Assistant, email: palau@unfpa.org* for questions relating to the bidding exercise.

Do not submit your bid to these contacts, or your bid will be disqualified.

9. UNFPA strongly encourages all Bidders to register on the United Nations Global Marketplace (<http://www.ungm.org>). The UNGM is the procurement portal of the United Nations system. By registering on UNGM, vendors become part of the database that UN buyers use when searching for suppliers. Vendors can also access all UN tenders online and, by subscribing to the Bid Tender Service, vendors can be automatically notified via email of all UN business opportunities that match the products and services for which they have registered. Instructions on how to subscribe to the Tender Alert Service can be found in the UNGM Interactive Guide for Suppliers http://www.ungm.org/Publications/UserManuals/Suppliers/UserManual_Supplier.pdf .

Yours sincerely,

Ms. Cristina Palau
UNFPA
Procurement Services Branch

² Reference: www.timeanddate.com/worldclock



UNITED NATIONS POPULATION FUND

INVITATION TO BID

**ITB NO.: UNFPA/PSB/ITB/15/035
FOR SUPPLY OF FEMALE CONDOMS**

30 November 2015

Table of Contents

SECTION I: Instructions to Bidders	6
A. Introduction	6
1. Scope	6
2. Eligible Bidders	7
3. Eligible Goods and Related Services	8
4. Eligible Recipients of Goods and related Services	8
5. Cost of Bid	9
6. Fraud and Corruption	9
B. Solicitation Documents	9
7. UNFPA Solicitation document	9
8. Clarifications of solicitation document	10
9. Amendments to UNFPA solicitation document	10
C. Preparation of Bids	10
10. Language of the bid	10
11. Documents to be submitted with the bid through UNFPA eTendering platform	11
13. Bid Currency and Prices	12
14. Incoterms	13
15. Validity of Bid	14
16. Samples required	14
D. Submission of Bids and Bid Opening	14
17. Partial Bids	14
18. Alternative Bids	14
19. Bids	15
20. Bid Submission Deadline/Late Bids	15
21. Withdrawal and Modification of Bids	16
22. Storage of Bids	16
23. Bid Opening	16
E. Evaluation and Comparison of Bids	17
24. Confidentiality	17
25. Clarification of Bids	17
26. Responsiveness of bids	17
27. Nonconformities, Errors, and Omissions	19
28. Preliminary examination of Bids	19
29. Domestic Preference	20
30. Bidder’s qualifications evaluation	20
31. Technical and Quality Evaluation of Bid	21
32. Comparison of Price Bids	22
33. UNFPA’s Right to Annul a Bidding Process	22
F. Award of Contract	22
34. Award Criteria	22
35. Signing of the contract	23
36. Publication of Contract Award	23
37. Bid Protest	23
38. General Conditions of Contracts	23
39. Supply Coverage	23
40. Liquidated Damages	23
41. Unethical Behaviour	24
42. Corrupt and Fraudulent Practices	24
43. Zero Tolerance Policy on Gifts and Hospitality	24
44. Insurance	25
45. Embargo, economic and Trade Prohibited Transactions	25
46. Procurement Liability	25
47. Commencement of the LTA	25
48. Order acceptance	25
49. Delivery	26

50	Packing list	28
51	Marking and labelling.....	28
52	Packaging requirement	29
53	Sampling and testing.....	29
54	Pre shipment and post shipment testing.....	30
55	Payment	31
56	Solving disputes.....	31
57	Supplier’s Responsibility for Rejected or Returned Products.....	31
58	Vendor performance Evaluation	32
59	AccessRH Initiative	32
	SECTION II: Schedule of Requirements and Technical Specifications	34
2.2.	Schedule of Requirements	34
2.1.	Technical Specifications	34
	SECTION III: Spend Analysis of female condom procurement 2011-2015.....	35
3.1.	Total Procurement Value from 2011 to 2015	35
3.2.	Female Condoms Procurement Value (2011-2015). Top 5 countries.....	35
3.3.	Female Condom’s values by Items year 2014	36
3.4.	Female Condoms values by Region year 2014.....	36
3.5.	Top 10 countries per procurement spend in Female Condoms year 2014	36
	SECTION IV: UNFPA General Conditions of Contract	37
1.	Bid Submission Form.....	39
2.	Bidders Identification Form	40
3.	Product Item Overview Form.....	42
4.	Countries Registration Form	43
5.	Price Schedule Form	44
	SECTION V: Contract Forms	45
	Contracts Forms	45

SECTION I: Instructions to Bidders

A. Introduction

1. Scope

1.1 The goods to be procured are female condoms for UNFPA's Programme and Third Party clients around the world.

1.2 As a result of this bidding process, UNFPA shall sign one or several non-exclusive Long Term Agreements (LTAs) with one or multiple vendors. Only female condom products prequalified by the WHO/UNFPA prequalification programme are eligible for procurement.

In the event of UNFPA signing long term agreements, the following shall apply:

1.3 The successful Bidder(s) shall accord the same terms and conditions to any other organization within the United Nations System that wishes to avail of such terms, after written consent from the UNFPA Procurement Services Branch;

- a. **The agreements shall be valid until for three (3) years with a possibility of further extension of 1 (one)**
- b. The successful Bidder agrees to supply the Goods and Services to all the developing countries, least developed countries and transition countries listed in the following link: <http://unstats.un.org/unsd/methods/m49/m49regin.htm#developed>
- c. The long term agreement template as specified in Section VI, Contract Forms, 3, shall be used for the establishment of the final agreement.
- d. UNFPA will not be committed to purchase any minimum quantity of the goods and related services, and purchases will be made only if and when there is an actual requirement. UNFPA shall not be liable for any cost in the event that no purchases are made under any resulting LTA. All reductions in market prices mandated by the provider will be passed on in full to UNFPA.
- e. Due to the nature of UNFPA's mandate and business, the demand of female condoms is largely unplanned. Figures of UNFPA's take off-take in 2011-2015 is provided in Section III. The figures are given as guide to possible future off-take, but shall not in any way be deemed to be a commitment on the part of UNFPA regarding any quantity for future purchases.
- f. Upon the establishment of LTA with successful Bidder(s), the following secondary bidding procedures will be followed each time there is a requirement for the Goods and Related Services:
 - i. A Request for Quotation (RFQ) will be sent to those firms with whom an LTA has been signed for the required goods/services.
 - ii. Bidder(s) will be required to provide their best FCA and CPT prices (for Goods) / prices (for Services), bearing in mind that the FCA prices (for Goods) / prices (for Services) cannot exceed the maximum ceiling unit prices quoted in response to this ITB.

- iii. Quotations will be evaluated on the lowest prices. UNFPA reserves the right to either purchase CPT or FCA to nearest airport/port and to contract the freight component separately, whichever combination is in the best interest of UNFPA.
- iv. Bidder(s) will normally be given 3 business days to provide a quotation. Depending on the complexity of the order and the destination, more time may be given.
- v. In order for UNFPA to request separate freight quotes from shipping companies, Bidder(s) will be required to include accurate shipping weights, volumes, dimensions and numbers of containers and of pallets in their quotations. Should there be any major discrepancies between the shipping dimensions quoted in the offer in response to the RFQ and the actual shipping dimensions, those quoted in the Bidder(s) offer in response to the RFQ will prevail.
- vi. Depending on the quantities being requested at the secondary bidding stage or the complexity of the case, Bidders may be requested to provide a performance security.
- vii. The successful Bidder(s) may be requested to quote for Goods and Related Services not listed in the LTA.

Bidder(s) invited to a secondary bidding, but who systematically do not respond regularly to UNFPA RFQs without valid justification may not continue to be invited to submit quotations.

2 Eligible Bidders

2.1 This bid is limited to primary manufacturers. **Eligible bidders** to sign an LTA are those who fulfil the following conditions:

- a) are registered in the country they manufacture
- b) have passed the UNFPA/WHO Female Condom prequalification factory audits and product tests by the 15th January 2016 when the technical evaluation is planned to start.
- c) have status WHO/UNFPA prequalified by 1st March 2016

Only female condom products prequalified by the WHO/UNFPA prequalification programme are eligible for procurement

2.2 A “manufacturer” is defined as a company that performs or controls all the manufacturing and fabricating operations needed to produce the products, including processing, blending, formulating, packing, labelling and quality testing.

2.3 A Bidder and all parties constituting the Bidder may hold any nationality.

2.4 Bidders shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

2.4.1 Are or have been associated in the past, with a firm or any of its affiliates that have been engaged by UNFPA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these bidding documents; or A Bidder that is under a declaration of ineligibility by UNFPA in accordance with Instructions to Bidders Clause 2 at the date of contract award shall be disqualified.

2.5 Bidders shall not be eligible to submit a bid if at the time of bid submission:

2.5.1 Vendors suspended or removed by the United Nations Procurement Division:

UNFPA subscribes to the suspended or removed vendor list of the United Nations Procurement Division. Vendors that have been suspended or removed by the United Nations Procurement Division are ineligible to do business with UNFPA.

2.5.2 Vendors declared ineligible by other organizations of the United Nations:

UNFPA adheres to decisions made by other organizations of the United Nations on the ineligibility of vendors for business with that organization of the United Nations if such ineligibility has been disclosed in UNGM. Vendors that have been declared ineligible for business by another organization of the United Nations are ineligible to do business with UNFPA.

2.5.3 1267 list:

Persons or entities included on the list of individuals and entities associated with Al-Qaida and/or the Taliban, which is maintained pursuant to United Nations Security Council resolution 1267, are ineligible to do business with UNFPA. No exceptions are permitted.

2.5.4 World Bank listing of ineligible vendors:

UNFPA may conduct procurement activities with funds granted by the International Development Association or by the International Bank for Reconstruction and Development. In such cases, a Memorandum of Understanding must be signed by UNFPA and the recipient Country. The standard Memorandum of Understanding prohibits placing any purchase order to any supplier included in the World Bank Listing of Ineligible Firms and the World Bank Corporate Procurement Listing of Non-Responsible Vendors without obtaining in advance a written authorization from the funding entity.

3 Eligible Goods and Related Services

3.1 All the goods and related services to be supplied under the contract may have their origin in any country.

3.2 For purposes of this Clause, the term “origin” means the country where the goods have been produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results, that differ substantially in its basic characteristics from its components.

4 Eligible Recipients of Goods and related Services

4.1 Public sector family planning programs; private sector family planning programs (i.e., NGOs). The product(s) will be donated to or procured for public health systems and to private non-profit family planning institutions in developing countries. Community-based, non-profit distribution systems, social security systems, public or private are included as possible recipients of products supplied by this program. These products may not be used by recipient institutions for resale to commercial institutions or in response to Bids on local or international tenders.

4.2 Social marketing family planning programs. The product(s) will be for programs which use standard commercial marketing techniques to promote the use of contraceptives and other family planning and HIV/AIDS prevention methods in developing countries. The products are sold to consumers and are distributed through a wide variety of outlets that may include private and public clinics, mobile sales personnel, pharmacies and other retail outlets depending on the commercial infrastructure available within the country. Selection of the distribution channel or channels within the country is at the discretion of UNFPA. The prices charged to consumers for the products range from small percentage of normal retail prices to prices that are typical of commercial products within the market. The prices charged depend on the target market, the economic situation in the subject country and the program's marketing strategy. Normally, the products are not distributed free of charge.

5 Cost of Bid

5.1 The Bidder shall bear all costs associated with the preparation and submission of the bid, and the procuring UN entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bid. the procuring UN entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bid.

6 Fraud and Corruption

6.1 UNFPA's policy regarding fraud and corruption is available at <http://www.unfpa.org/about-procurement#FraudCorruption> and applies fully to this Invitation to Bid. The submission of any offer implies that the Bidder is aware of this policy.

B. Solicitation Documents

7 UNFPA Solicitation document

7.1 Bidders are expected to examine all instructions, forms, specifications, terms and conditions contained within this UNFPA solicitation document and in the related UNFPA eTendering event. Failure to comply with these documents shall be at the Bidder's risk and may affect the evaluation of the bids, or may result in the rejection of the bid.

7.2 Bidding documents consist of the following:

Section I:	Instructions to Bidders
Section II:	Schedule of Requirements and Technical Specifications
Section III:	Spend Analysis
Section IV:	UNFPA General Conditions of Contract
Section V:	Bidding Forms <ul style="list-style-type: none"> - Bid Submission Form, Section V,1 - Bidders Identification Form, Section V, 2 - Product Item Overview Form, Section V,3 - Countries of registration Form, Section V,4 - Price Schedule Form, Section V,5
Section VI:	Contract Forms

	<ul style="list-style-type: none"> - Purchase Order - LTA template - Access RH Supplier Agreement
Support documentation	UNFPA eTendering Bidders Guide

7.3 Bidders are cautioned to read the specifications carefully (see Section II Technical Specifications and Schedule of Requirements), as there may be special requirements. The technical specifications presented herein are not to be construed as defining a particular manufacturer's product. Bidders are encouraged to advise UNFPA if they disagree.

7.4 The specifications are the minimum requirements for the products and related services. Products and services offered must meet or exceed all requirements herein. The products shall conform in strength, quality and workmanship to the accepted standards of the relevant industry. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be acceptable.

8 Clarifications of solicitation document

8.1 A prospective Bidder requiring any clarification on the bid solicitation documents may notify UNFPA in writing within **TWO (2) WEEKS** from the date of issue of the bid. UNFPA will respond by uploading the document with the responses in the UNFPA eTendering platform (including an explanation of the query but without identifying the source of inquiry). After which, all Bidders who have accepted the Invitation will be automatically alerted that such a clarification has been posted online. Please refer to Section 2.4 Notifications of UNFPA eTendering Bidders Guide.

9 Amendments to UNFPA solicitation document

9.1 At any time prior to the deadline for submission of bids, UNFPA may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.

9.2 When amending an event, the details of the amendment will be reflected in the UNFPA eTendering event. All Bidders who a) are registered as a bidder/supplier and b) who have accepted the invitation in UNFPA eTendering to bid on the event shall be notified through an automatic email notification. In order to give prospective Bidders reasonable time to take the amendments into account in preparing their bids UNFPA may, at its discretion, extend the deadline for the submission of bids. Amendments published on UN Global Marketplace, <http://www.ungm.org/> are limited to the extension of the bid's deadline.

C. Preparation of Bids

10 Language of the bid

10.1 The bid prepared by the Bidder and all correspondence and documents relating to the bid shall be written in English

11 Documents to be submitted with the bid through UNFPA eTendering platform

11.1 Documents Establishing the Eligibility of the Bidder

To establish their eligibility, Bidders shall:

- a. Complete the Bid Submission Form, Section V, 1.
- b. Complete Bidders Identification Form, Section V, 2.

11.2 Documents Establishing the Qualifications of the Bidder

To establish its qualifications, the Bidder shall submit to UNFPA's satisfaction the following documents:

- a. Evidence that the Bidder is established as a company and legally incorporated in the country where it resides; e.g. through provision of certification of incorporation or other documentary evidence (this is not required for companies already registered in national, regional or international Stock Exchanges);
- b. Copy of valid manufacturing license from the country of manufacturing and/or a copy of company registration in the country of operation demonstrating that is duly authorized to supply these goods to the country of destination
- c. Written confirmation from the Bidder that the Bidder is neither suspended by the United Nations system nor debarred by the World Bank group;
- d. Post qualification documentation outlined in Instructions to Bidders, Section 30

Failure to furnish all the information required for submission shall be at the Bidder's risk as it may then be determined that the bid does not substantially respond to the UNFPA bid document in every respect. This may result in a rejection of the bid.

11.3 Documents Establishing the Eligibility and Conformity of the Goods and Related Services

Bidders shall submit:

- a. Documentary evidence that the goods conform to the Technical Specifications and standards specified in the Schedule of Requirements and Technical Specifications (section II)
- b. Completed Product Item Overview Form, Section V, 3.
- c. Completed Countries of Registration Form, Section V, 4.
- d. Completed Price Schedule Form, Section V,5
- e. Product catalogues containing pictures of the product (s)
- f. Product data sheet as specified in Section 1.5 of chapter 1 of the WHO/UNFPA Generic Specification 2012.

- g. Summary data on the last 20 lots of products manufactured including results for burst properties, freedom from holes, visible defects and package integrity. For each test include information on the number of products tested, the number of nonconforming products, mean burst pressures and volumes and whether each lot was accepted or rejected. For any lot rejected please include the reason of rejection. Documents shall be not older than 3 years at time of submission. The data may be submitted in the form of Certificate of Analysis (CoA)

Summary data from any independent external testing conducted on the same 20 lots (if available)

- h. Copies of all relevant certifications, including ISO 13485 , CE certificate, USA 510k, Japan QS standard, etc., relevant certifications from the ISO 9000 series;
- i. The ISO 13485 certification shall include manufacturing of female condoms in the scope The certification body should be accredited for the respective ISO audit. If there is no accredited national or regional certification body, e.g. for ISO 13485 accreditation, then a certificate issued by a competent certification body might be acceptable at the discretion of UNFPA.
- j. Copy of company's environmental policy, waste management policy, environmental certifications (i.e. ISO 14001. ISO14001 is compulsory, but Companies can, in exceptionally circumstances, submit a bid if they are in the process of obtaining ISO14001. Companies shall not, however, receive any orders before ISO14001 is in place and the period between submitting the bid and getting ISO14001 shall not exceed 6 months), and /or environmental organizational memberships, if any of these exist in the company. The company must also provide a document that provides an overview the that the company is complying with all local environmental laws
- k. The company must have a waste water and Energy Saving Plan in place, which works on continual environmental improvements. This should comply with ISO14001

12 Documents Establishing Sustainability Efforts of the Bidder

- 12.1 UNFPA requests Bidders to submit information on environmental and social policies and any related documentation in their bid. In the long term it is UNFPA's intention to incorporate environmental and social criteria considerations into the evaluation process, such as adherence to Global Compact requirements. More information can be accessed on the Global Compact web site, <http://www.unglobalcompact.org/>, or by contacting Procurement Services Branch at procurement@unfpa.org. UNFPA encourages suppliers now to consider joining the UN Global Compact and to look into other ways to help reduce their environmental impact.

13 Bid Currency and Prices

- 13.1 All prices shall be quoted in US Dollars (USD). Failure to quote in US Dollars (USD) will invalidate the submission.

In the event of an LTA being signed with the successful Bidder(s) prices shall be quoted in US dollars (USD) by the Bidder(s).

- 13.2 Using eTendering platform, the Bidder shall indicate the unit bid price and total bid price of the goods it proposes to supply under the contract. The fixed price information and price structure shall be indicated on the Price Schedule Form, Section V, 5. Please refer to section 3.2 *Enter bid line responses* of UNFPA eTendering Bidder Guide.
- 13.3 The resulted LTA awarded to the winning bidder(s) resulting from this tender shall be valid for a period of three (3) years and fixed under the same prices, terms and conditions. The resulted LTA may be extended for one (1) additional year subject to the supplier's satisfactory performance and competitiveness of prices.

For the extension of the resulted LTA, a new price may be proposed by the supplier using solely an indexation of the LTA price. If the supplier wishes to increase price for the extension of the LTA, such a proposal shall be made at least 6 (six) months prior to the expiry of the resulted LTA with supporting documents for cost increase and a report of the Cost Structure Analysis submitted to UNFPA. This indexation shall be based on the Consumer Price Index (CPI) of the country which the product is manufactured. Only one index per LTA will be applicable. The price index of the country where the main of product is produced is applicable.

Price revisions will be considered on a yearly basis provided that the LTA holders submit a proof of the changes of prices in line with the indication provided in the bid. Such evidence will have to be submitted for the various price components before any price revision can be approved, e.g. raw materials measured against internally recognized benchmarks, official changes of minimum staff salaries issued by governments, exchange rate fluctuations, evidence of electricity price increase, etc .

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 UNFPA's standard payment term of 30 days net;
- d. Other (trade) discounts.

Where installation, commissioning, training or other similar services are required to be performed by the Bidder, the Bidder shall include an itemized list of the prices for the requested.

14 Incoterms

Bidders are requested to quote the following based on INCOTERMS 2010:

- Price of goods FOB/FCA Point of departure

The terms FCA, CPT and other similar terms shall be governed by the rules prescribed in the INCOTERMS 2010, published by the International Chamber of Commerce.

15 Validity of Bid

- 15.1 The prices of the bid shall be valid for 90 days after the closing date of bid submission as specified by UNFPA. A bid valid for a shorter period shall be rejected by UNFPA on the grounds that it is non-responsive.
- 15.2 In exceptional circumstances, UNFPA may solicit the Bidder's consent for an extension of the period of validity under exceptional circumstances. The request and the responses shall be made in writing.

16 Samples required

All bidders are required to submit non-returnable, free-of-charge product samples – 10 pieces for each proposed type of female condom. Samples shall be in their final status and packaging as intended to be supplied on Purchase Orders, Please do not submit more samples than requested.

Samples should be sent to and be clearly marked with the following:

United Nations Population Fund

Attn: Cristina Palau

Marmovej 51

2100 Copenhagen

Denmark

UNFPA/PSB/Bid/Invitation to Bid/CPH/15/035, company name, Samples. Not for resale or use.

ONLY TO BE OPENED BY AUTHORIZED UNFPA PERSONNEL

Samples will provide information for the bid analysis. UNFPA reserves the right to send female condoms to an independent laboratory for testing if deemed necessary.

Samples should be received at UNFPA PSB offices latest **8 January 2016, at 13.00 New York time³**.

The bidder shall bear all costs associated with sending the samples, and the procuring UN entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

D. Submission of Bids and Bid Opening

17 Partial Bids

Partial bids are not allowed **NOT ALLOWED** under this tender.

18 Alternative Bids

- 18.1 Alternative bids will NOT be accepted. In the event of a supplier submitting more than one bid, the following shall apply:
 - All bids marked alternative bids will be rejected and only the base bid will be evaluated.
 - All bids will be rejected if no indication is provided as to which bids are alternative bids.

³ Reference: www.timeanddate.com/worldclock

19 Bids

- 19.1 Only bids submitted through UNFPA eTendering platform will be deemed acceptable. No hardcopies of documentation shall be sent.

Bidding is conducted through **ONE (1) envelope**. The technical bid containing the technical specifications and the financial bid containing the price information shall be submitted together.

The technical portion of the bid shall be prepared in accordance with Section II: Schedule of Requirements and Technical Specifications and shall include the requested documentation as per Instructions to Bidders Clause 10. Bidders shall prepare their responses following the instructions on section *3.1 Submitting a Bid* of the UNFPA eTendering Bidder Guide.

- 19.2 The financial portion of the bid shall be prepared in accordance with the Price Schedule Form in Section V, 6 of the bid forms and entered in the platform of UNFPA eTendering following the instructions of UNFPA eTendering Bidder Guide section *3.2 Enter bid line responses*

Bidding forms shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. Scans of the signed forms need to be provided electronically (as PDF files or similar) together with other documentation. A bid shall contain no interlineations, erasures, or overwriting except as necessary to correct errors made by the Bidder. In that case such corrections shall be initialled by the person or persons signing the bid.

- 19.3 Bids posted at UNFPA eTendering platform are kept undisclosed and shall not be opened before the scheduled opening date. Please refer to ESC portal clicking on the following URL: <https://etendering.partneragencies.org/>

The file size for each document submitted shall not exceed **30 MB**,

It shall be the Bidder's responsibility to ensure that bids are received by the deadline. All Bidders shall receive a system confirmation that their bid has been received, as well as an automatic email with a PDF copy of their bid.

- 19.4 In order to avoid last minute internet congestion it is recommended to send your bid as early as possible before the deadline.

20 Bid Submission Deadline/Late Bids

- 20.1 Bids must be completed on UNFPA eTendering platform no later than the date and time specified in the Event Details at UNFPA eTendering platform. Please note all bid closing deadlines are EDT/EST. If any doubt exists as to the time zone in which the bid should be submitted please refer to <http://www.timeanddate.com/time/zones/edt>, or contact the bid focal point.

- 20.2 UNFPA may, under special and exceptional circumstances, extend the bid submission deadline and such changes shall be notified in UNFPA eTendering platform and UNGM portal before the expiration of the original period.

Any sample delivery received by UNFPA after the bid submission deadline shall be rejected. UNFPA shall not be legally responsible for samples that arrived late due to the Bidder's problems with transmission of bid samples submissions

21 Withdrawal and Modification of Bids

- 21.1 A Bidder may modify its bid after it has been submitted but prior to the bid submission deadline. The modification shall be submitted through UNFPA eTendering platform. Please refer to *section 4. View/edit bids* of the UNFPA eTendering Bidder Guide. The Bidder may cancel and withdraw its bid after submission and prior to the bid submission deadline. A bid cancellation shall be executed through UNFPA eTendering module. Please refer to *section 4.2 Cancel bids* of the UNFPA eTendering Bidder Guide.

No bid may be withdrawn or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

22 Storage of Bids

- 22.1 Bids received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified bid opening date stated in the UNFPA's solicitation document.

23 Bid Opening

- 23.1 UNFPA shall conduct the bid opening in public at the following address, date and time.

Street Address: *Marmovej 51*

City: *Copenhagen*

Country: *Denmark*

Date: *8 January 2016*

Time: *13.00h New York time*⁴ (reference: www.timeanddate.com/worldclock).

- 23.2 Bids received by the required deadline will be opened at the time and date specified in the bid document. Only the last received bid will be opened if multiple bids are sent by a same Bidder.
- 23.3 UNFPA shall open all bids in the presence of at least two witnesses from UNFPA or another UN agency. The bids shall be opened publicly at the time and place specified in the ITB and an immediate record made thereof.
- 23.4 Only those who have submitted bids may attend the bid opening. However, the Bidders may authorize a local agent, embassy or trade commission (also referred to as observers) to

represent them. In order to be able to attend bid opening, agents representing Bidders must provide reasonable evidence (business cards, letter of authorization, etc.) confirming the name of the Bidder they represent.

- 23.5 The report shall be available for viewing by Bidders for a period of thirty days from the date of the opening. No information that is not included in the bid opening report can be given to Bidders.
- 23.6 No bid shall be rejected at bid opening. Bids that are not opened and read out at the bid opening shall not be considered further for evaluation, irrespective of the circumstances.

E. Evaluation and Comparison of Bids

24 Confidentiality

- 24.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the contract award is published.
- 24.2 Any effort by a Bidder to influence UNFPA in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.
- 24.3 Notwithstanding from the time of bid opening to the time of contract award, if any Bidder wishes to contact UNFPA on any matter related to the bidding process, it should do so in writing.

25 Clarification of Bids

- 25.1 To assist in the examination, evaluation and comparison of bids, UNFPA may ask Bidders for clarification of their bids. The request for clarification and the response shall be in writing by UNFPA and no change in price or substance of the bid shall be sought, offered or permitted.
- 25.2 Bidders shall submit clarifications or missing information and documentation by the deadline given in the request. Bids shall be rejected once the deadline for submission of clarification is passed without satisfactory response from the bidders.

26 Responsiveness of bids

- 26.1 UNFPA's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 26.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation, reservation, or omission.

A material deviation, reservation, or omission is one that:

- a. affects in any substantial way the scope, quality, or performance of the goods and related services specified in the contract; or
- b. limits in any substantial way, inconsistent with the bidding documents, UNFPA's rights or the Bidder's obligations under the contract; or
- c. if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

26.3 UNFPA considers material deviation to include, but to not to be limited to the following situations:

a. During preliminary examination of bids (verification of formal criteria)

- Absence of bid form(s), change in the wording or lack of signature on key portions of the bid form when this is clearly specified in the tender document as a requirement. Any change in wording that is consistent with the standard format of the bid form(s) is not a material deviation;
- The Bidder indicates in the bid that they do not accept important contract conditions, i.e. related to Warranty, Force Majeure Applicable Law, Delivery Schedule, Payment Terms, General Conditions and Limitation of Liability;
- Non historical documents required in the solicitation document have not been provided, such as documents specifically related to the bidding process and that the Bidder could not be expected to possess before the solicitation document was issued;
- Non eligibility of the Bidder;
- Financial information is included in the technical bid when using the two-envelope method.

b. During technical evaluation of bids and qualification of Bidders:

- Specifications of the item quoted vary in one or more significant respect(s) from the minimum required technical specifications.
- The Bidder does not meet the minimum conditions for qualification.

c. During financial evaluation of bids:

- The Bidder does not accept the required price correction as Instructions to Bidders Clause 27.2, e.
- Required price components are missing;
- The Bidder offers less quantity than what is required.

26.4 If a bid is not substantially responsive to the bidding documents, it shall be rejected by UNFPA and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

27 Nonconformities, Errors, and Omissions

27.1 Provided that a bid is substantially responsive:

- a. UNFPA may waive any non-conformities or omissions in the bid that do not constitute a material deviation.
- b. UNFPA may request that the Bidder submit the necessary information or documentation within a reasonable period of time to rectify nonmaterial nonconformities or omissions in the bid related to documentation_requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid

27.2 UNFPA shall correct arithmetical errors on the following basis:

- c. If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNFPA there is an obvious misplacement of the decimal point in the unit price. In that case the line item total as quoted shall govern and the unit price shall be corrected;
- d. if there is a discrepancy between words and figures, the amount in words shall prevail;
- e. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

27.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected.

28 Preliminary examination of Bids

28.1 UNFPA shall examine the bids to determine whether they are complete, that all documents and technical documentation requested as per Instructions to Bidders Clause 10 have been provided and to determine the completeness of each document submitted. UNFPA will also examine whether any computational errors have been made, whether the documents are properly signed, and whether the bids are generally in order. UNFPA shall examine the bid to confirm that it does not contain any material deviations, reservation, or omission related to the conditions and requirements specified in the Section II Schedule of Requirements and Technical Specifications and Section IV UNFPA General Conditions of Contract

28.2 If after the examination of the terms and conditions and the technical evaluation UNFPA determines that the bid is not substantially responsive in accordance with Instructions to Bidders Clause 26, the bid shall be rejected.

28.3 UNFPA shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

UNFPA's evaluation of a bid will exclude and not take into account:

- a. Customs duties and other import taxes, sales and other similar taxes, which will be payable on the goods if the contract is awarded to the Bidder;
- b. Any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

29 Domestic Preference

- 29.1 Domestic preference shall not be a factor in bid evaluation.

30 Bidder's qualifications evaluation

- 30.1 UNFPA shall determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily.
- 30.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted in the bid. An affirmative determination shall be prerequisite for further evaluation of a bid. A negative determination shall result in disqualification of the bid, in which event UNFPA shall proceed to the bid that was evaluated as the next lowest priced, substantially responsive bid in order to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 30.3 UNFPA reserves the right to compare freight prices of Bidders with rates of reputable freight forwarders and to consider such rates for the purpose of bid evaluation. In the event that Bidder's freight prices are found to be less competitive than the rates offered by freight forwarders, UNFPA may issue a contract on FCA basis to the Vendor instead of CPT/CFR, and issue a separate contract for freight to a freight forwarder if deemed in the best financial interest of UNFPA.
- 30.4 To determine the Bidder's capacity to execute the contract , UNFPA shall consider the following elements:
- Financial Capability:
 - a. Liquidity ratio: Current ratio (Current Assets/ Current liabilities) > 1.
 - b. Documentary evidence that the Bidder has successfully completed at least one similar contract within the last three years for supply of goods.
 - c. Copy of last year audited company Balance and Financial Statements
 - Experience and Technical Capacity:
 - a. Registration details of the company
 - b. Experience to undertake the contract
 - i. List of similar contracts executed for other clients, including contract details.
 - c. Company's managerial capability:
 - i. Details of company's managerial structure.

- ii. Quality assurance systems in place.
 - d. Data to support that the Bidder has the production capacity to perform the contract and complete the supplies within the stipulated delivery period or data to support that it has an installed annual production capacity for the specific item to match the quantities required. To qualify for multiple schedules, the installation capacity requirement shall be the sum of requirements against the individual schedules.
 - e. Confirmation that all the facilities exist at the factory for inspection and testing and these will be made available to the purchaser or his representative for inspection.
 - f. The Bidder shall disclose instances of previous past performance that may have resulted in adverse actions taken against the Bidder and the manufacturers whose products are being offered by the Bidder, in the last five years. Such adverse actions may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions, this must be clearly indicated in the Bidder's bid.
- 30.5 Notwithstanding anything stated above, UNFPA reserves the right to assess the Bidder's capabilities and capacity to execute the contract satisfactorily before deciding on award.
- 30.6 Even though the Bidders may meet the above qualifying criteria, they can be subject to disqualification if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and/or record of poor performance such as, not properly completing contracts, inordinate delays in completion, litigation history, financial failures, etc.

31 Technical and Quality Evaluation of Bid

- 31.1 Bids passing preliminary examination and bidder's evaluation shall undergo technical evaluation.
- 31.2 Technical evaluation will be performed against the following criteria (pass/fail basis):
- a. Compliance with Specifications and other requirements as outlined under Schedule of Requirements and Technical Specifications (Section II), UNFPA General Conditions of Contracts (Section IV)
 - b. Compliance with Certification Requirements
 - c. Other requirements, as outlines in this ITB.
- 31.3 UNFPA informs that samples evaluation may be conducted by either a UNFPA QA Specialist or by a qualified and authorized third party at UNFPA's discretion.

32 Comparison of Price Bids

- 32.1 UNFPA shall evaluate all substantially responsive bids which have passed technical evaluation to determine the lowest priced technically compliant bid on the ITB.
- 32.2 Bid evaluation will be made on the unit prices quoted according to the delivery conditions required under the present ITB.

33 UNFPA's Right to Annul a Bidding Process

- 33.1 A bid that is rejected by UNFPA may not be made responsive by the Bidder by correction of the non-conformity. A responsive bid is defined as one which conforms to all the terms and conditions of the UNFPA's bid solicitation documents without material deviations. UNFPA shall determine the responsiveness of each bid against UNFPA solicitation documents.
- 33.2 UNFPA reserves the right to annul the bidding process and reject all bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for UNFPA's action.
- 33.3 The Bidders waive all rights to appeal against the decision made by UNFPA.

F. Award of Contract

34 Award Criteria

- 34.1 In the event of a contract award, UNFPA shall award the Long Term Agreement, to the lowest priced Bidder(s) whose bid has been determined to be substantially responsive to the bidding documents.
- 34.2 Any arrangement under this condition shall be made on the basis of the lowest priced substantially responsive, the second lowest priced substantially responsive, the third lowest priced substantially responsive, etc.
- 34.3 If required, the Bidder shall permit UNFPA representatives access to their facilities at any reasonable time to inspect the premises that shall be used for the production, testing and packaging of the products. The Bidder shall also provide reasonable assistance to the representatives for such inspection, including copies of any test results or quality control reports as may be necessary. UNFPA may inspect the manufacturing facilities of the lowest evaluated responsive Bidder to assess his capability to successfully perform the contract as per the terms and conditions specified in the ITB.
- 34.4 UNFPA reserves the right to make multiple arrangements for any item(s) where, in the opinion of UNFPA, the lowest priced substantially responsive Bidder cannot fully meet the delivery requirements or if it is deemed to be in UNFPA's best interest to do so.
- 34.5 The proposed LTA shall be valid for a period of (3) three years, with a possibility of extension for (1) one year subject to satisfactory performance of the successful bidder.
- 34.6 The proposed LTA(s) is non-exclusive.

35 Signing of the contract

- 35.1 Prior to the expiration of the period of bid validity, UNFPA shall send the successful Bidder the Long Term Agreement, which constitutes the notification of award. The successful Bidder(s) shall sign, date the contract and return it to UNFPA within 10 days of receipt of the contract. After receipt of the contract, the successful Bidder shall deliver the commodities in accordance with the quantity, quality and delivery schedule outlined in its bid and UNFPA Purchase Order in conjunction with UNFPA terms and conditions.

36 Publication of Contract Award

- 36.1 UNFPA shall publish the contract award on United Nations Global Marketplace <http://www.ungm.org>, with the information of the awarded Bidder company name, contract amount or LTA and the date of the contract.

37 Bid Protest

- 37.1 Suppliers perceiving that they have been unjustly treated in connection with the solicitation or award of a contract may lodge a complaint directly to the Chief, Procurement Services Branch at procurement@unfpa.org, who will then make an assessment of the complaint and provide a reply to the Supplier within a week and, if required, advise the Supplier on further recourse.

38 General Conditions of Contracts

- 38.1 Once contracted, General Condition of Contract (Section IV) shall apply to any resulting long term agreement (LTA) and related Purchase Orders.

39 Supply Coverage

- 39.1 By participating in this Bid, the supplier agrees to supply the Goods/Services to all the developing countries, least developed countries and transition countries listed in the following link: <http://unstats.un.org/unsd/methods/m49/m49regin.htm#developed>

40 Liquidated Damages

- 40.1 In case the Vendor fails to perform under the terms and conditions of the Purchase Order or Long Term Agreement, including but not limited to failure of obtaining necessary export licenses or delivering all the goods by the date or dates of delivery, UNFPA shall without prejudice to any other rights or remedies, exercise one or more of the following rights:
- a. Procure all or part of the goods from other sources, and in that event UNFPA may hold the Vendor responsible for any excess cost occasioned thereby. In exercising such rights UNFPA shall mitigate its damages in good faith;
 - b. Refuse to accept delivery of all or parts of the services;

- c. Terminate the Purchase Order or Long Term Agreement;
- d. For late delivery of goods, UNFPA shall claim liquidated damages from the Supplier and deduct 0.5% of the value of the goods pursuant to the 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 Supplier from any of its other obligations or liabilities pursuant to any current Long Term Agreement or Purchase Order.

41 Unethical Behaviour

- 41.1 UNFPA strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNFPA suppliers. Accordingly, any registered company that is found to have undertaken unethical, unprofessional or fraudulent activities will be suspended or forbidden to continue business relations with UNFPA.

42 Corrupt and Fraudulent Practices

- 42.1 UNFPA requires that all suppliers observe the highest standard of ethics during procurement and execution of work. Pursuant to this policy, UNFPA defines the terms set forth as follows:

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;

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 suppliers (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.

- 42.2 UNFPA will declare a supplier ineligible, either indefinitely or for a stated period of time, to be awarded a UNFPA-financed contract/agreement if at any time it determines that the supplier has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNFPA-financed contract/agreement.
- 42.3 UNFPA's policy regarding fraud and corruption is available at <http://www.unfpa.org/public/home/procurement/pid/8864> and applies fully to this Invitation to Bid. The submission of any offer implies that the Bidder is aware of this policy.

43 Zero Tolerance Policy on Gifts and Hospitality

- 43.1 UNFPA has adopted a zero tolerance policy on gifts and hospitality. In view of this UNFPA personnel is prohibited from accepting any gift, even of a nominal value, including drinks, meals, food products, hospitality, calendars, stationery, transportation, recreational trips to sporting or cultural events, theme parks or offers of holidays, or and any other forms of benefits. The supplier shall not offer any forms of gifts, hospitality or benefits to UNFPA personnel.

44 Insurance

- 44.1 UNFPA will insure the Goods during shipment from the supplier warehouse to the final destination.

45 Embargo, economic and Trade Prohibited Transactions

- 45.1 UNFPA has its programs in developing and transitional countries, including the countries which might be sanctioned or embargoed by the United States Office of Foreign Assets Control (OFAC). The supplier shall inform UNFPA at the time of bidding, as well as during validity of the LTA (in the case of an award) its export controls and restrictions pertaining to the OFAC embargo and/or economic and trade prohibited transactions. The supplier shall provide assistance to UNFPA Procurement Services Branch in delivering the goods and/or services to the OFAC's embargoed countries through a third-party.

46 Procurement Liability

- 46.1 UNFPA is acting as a procurement agency on behalf of an external client. Any financial liability as a result of the order expressed or implied therefore lies with the corresponding client.

47 Commencement of the LTA

- 47.1 Upon the establishment of LTA with successful Bidder(s), a Request for Quotation (RFQ) will be sent to those suppliers with whom an LTA has been signed for the required goods/services for the availability of the products and freight quotation.
- 47.2 Suppliers will normally be given three (3) business days to provide a quotation. Depending on the complexity of the order and the destination, more or less time may be given.
- 47.3 In order for UNFPA to request separate freight quotes from shipping companies, suppliers will be required to include accurate shipping weights, volumes, dimensions and numbers of containers and of pallets in their quotations. Should there be any major discrepancies between the shipping dimensions quoted in the offer in response to the RFQ and the actual shipping dimensions, those quoted in the suppliers' offer in response to the RFQ will prevail.
- 47.4 Depending on the quantities being requested at the RFQ stage or the complexity of the case, Bidders may be requested to provide a performance security.
- 47.5 The successful supplier(s) may be requested to quote for goods and related services not listed in the LTA.

48 Order acceptance

- 48.1 The order has been accepted by the Supplier if at least one of the following three items has been fulfilled:
- Estimated time of departure and arrival has been entered into the Order Tracking System - Website: <https://www.myaccessrh.org/ots2>
 - Confirmation of order receipt has been sent to UNFPA procurement assistant via email.

- Supplier confirms the acceptance of the PO in the eSupplier Connection (ESC) portal. After the Supplier has accepted the PO in ESC portal, the Supplier shall enter the delivery information such as the estimated time of departure and arrival into the Order Tracking System - website: <https://www.myaccessrh.org/ots2>. Please note that actions by the Supplier's on the PO can be construed as "acceptance" of the PO even if the Supplier has not formally accepted the PO in Atlas

49 Delivery

- 49.1 Bidders shall indicate the guaranteed maximum lead time for delivery of each item offered. Bidders are advised to state realistic lead times since UNFPA shall monitor and measure delivery performance in comparison with guaranteed minimum lead time indicated in this Bid.
- 49.2 Deliveries shall be made as per instructions in UNFPA's Purchase Orders, as issued in accordance with the provisions of the LTA. Proposers shall indicate the guaranteed minimum lead time for delivery for each item offered (subject to quantities), defined as time from receipt of order and:
- 49.2.1 Although prices under this LTA will be fixed on a FCA/FOB basis, the Purchase Orders will be placed under CPT delivery terms;
- 49.2.2 the maximum LTA Delivery Lead Time FCA/FOB in weeks refers to the maximum number of weeks from the date of receipt of Purchase Order by the Supplier to the date and time of departure of the main carrier;
- 49.2.3 The supplier shall submit binding freight quotations to UNFPA for each Purchase Order. For freight quotations below USD 50,000, UNFPA will go with supplier freight. For freight quotations above USD 50,000, UNFPA will compare suppliers offer for freight with freight LTA offers and choose the lowest freight option. The supplier shall submit actual freight invoice together with other shipping documents to UNFPA and this information will be part of payment documents. UNFPA will pay the actual invoice cost to the supplier, but never more than the binding freight amount the supplier quoted. This means that if the actual freight invoice is higher than the quoted freight, the supplier will have to cover the cost difference. If the actual invoice is lower than the quoted freight, UNFPA will only pay the actual freight invoice;
- 49.2.4 For sea freight, main carrier refers to the ship. The Actual Time of Departure (ATD) is taken from the original Ocean Bill of Lading (OBL) or Seaway Bill (SWB) provided the Seaway Bill is accepted by the country of destination for custom clearance. ATD is defined as the actual date and time the vessel departs for shipment after pre-shipment inspection has taken place;
- 49.2.5 For air freight, main carrier refers to the flight. The Actual Time of Departure (ATD) is taken from the Airway Bill (AWB). ATD refers to the actual date and time that the flight departs for shipment after pre-shipment has taken place.
- 49.3 No partial deliveries shall take place unless written approval has been obtained from the UNFPA Procurement Assistant. Individual delivery instructions shall be contained in the Purchase Orders.
- 49.4 The supplier shall regularly update specific shipment tracking information related to any issued Purchase Order in the UNFPA <https://www.myaccessrh.org/ots2> (OTS). The vendor

shall ensure that delivery details are communicated to UNFPA at least seven calendar days prior to arrival of Goods at the final destination, if nothing else stated in the purchase order.

49.5 If awarded with a Purchase Order, a shipping advice note shall be scanned and sent by e-mail to UNFPA at the time for dispatching the cargo; the note shall contain the following information:

- PO reference;
- Quantity and type of Goods;
- Invoiced value of the Goods;
- Name of freight forwarder;
- Date of departure from port of shipment;
- Name of vessel or carrier;
- Bills of Lading number(s);
- Expected time of arrival at port of discharge;

49.6 If awarded with a Purchase Order, immediately upon shipment of the contracted goods, the supplier must send by email or enter in Order Tracking System the following shipping documents to the respective UNFPA Procurement Assistant. Furthermore, immediately upon the shipment of the contracted goods, the supplier shall:

- Send by email a copy the following shipping documents to the respective UNFPA procurement assistant;
- Dispatch a set of original of the following documents by courier (DHL or Federal Express, etc.) to the Consignee:
 - One negotiable copy of the Bill of Lading/CMR/AWB (marked "freight prepaid")
 - Original commercial invoice
 - Original packing list
 - One copy of the certificate of origin
 - One copy of certificate of analysis for each of the batches, according to appropriate standards
 - One copy of registration in the country of origin / WHO free sales certificate
 - Copy of shipping advice
 - Copy of the actual freight invoice
 - Any other specific document (if applicable)

49.7 Upon or before shipment of the Goods, the vendor shall dispatch one set of originals of the documents to the Consignee for customs clearance of Goods (address to be provided in purchase order accordingly)

49.8 One set of original documents shall be kept on file by the supplier on behalf of UNFPA for at least 7 years. UNFPA may for any reason and at any time request for such documents to be sent to designated recipient.

49.9 Electronic copies of the document shall be emailed to the consignee and UNFPA Procurement Assistant as soon as available to speed the customs clearance and payment processes.

49.10 For Sea deliveries

- It is imperative that ORIGINAL documents are provided to the consignee at least two weeks prior to arrival of the shipment/or arrival of the goods at their destination.
- Any charges that may rise due to absence of documents at least two weeks prior to arrival of the cargo (for sea freight shipments) or arrival on the same day (for air freight shipments) will be at the supplier’s expense.
- The supplier’s Freight Forwarder shall render UNFPA assistance in obtaining free demurrage days from port of discharge. Upon request by UNFPA, the supplier’s freight forwarder shall negotiate with the port authorities for the extension of free demurrage days.

49.11 For Air deliveries


- Original document must be either sent the same day the goods are dispatched using express courier or attached to the cargo.
- In case of air shipment, the Supplier has the responsibility to take necessary measures to avoid delivery at final destination on Weekend/Holiday. In case it is unavoidable, UNFPA must be notified at least 3 days in advance.

50 Packing list

50.1 All packing lists shall clearly indicate the Purchase Order number, the items(s) contained in each package with a brief description, goods value, quantity, gross weight, dimensions, manufacturing batch number (where applicable) and cross-reference to the carton numbers and markings including the full consignee address. The markings on the boxes shall be as per Purchase Order instructions.

51 Marking and labelling

51.1 The marking and labelling on export cartons shall strictly adhere to the requirements of the latest version of the WHO/UNFPA Female Condom Generic Specification

 <p><i>UNFPA/Project No.:</i> <i>Contents:</i> <i>Country of destination:</i> <i>UNFPA PO No.:</i></p>	<p>As in pg. 34 of the WHO/UNFPA Female Condom Generic Specification</p>
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52 Packaging requirement

52.1 The Bidder warrants that the cost of packing and palletizing is included in the cost offered for the items. The successful Bidder shall ensure that:

- The packing meets requirements in the latest WHO/UNFPA document “Female Condom: Generic Specification, Prequalification and Guidelines for Procurement, 2012”.
- 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
- No laminated boxes shall be used, while loose inner recyclable plastic bag are at the manufacturers discretion.
- All wood packaging, including pallets and boxes, utilised in any shipment, have undergone the treatment, marking and documentation required to meet the specifications described in ISPM No. 15: Guidelines for Regulating Wood Packaging Material in International Trade, available at www.ippc.int
- Alternatively, the use of plastic pallets is acceptable. However, it is essential that they possess the same physical features as the wooden pallets described above.
- Pallets manufactured from other materials than solid wood or plastic are NOT acceptable; (such as wood chip, MDF board, plywood or carton). In case of solid wood the manufacturer shall ensure that the pallets are not made from virgin rainforest wood, protected forest or similar vulnerable forest.
- Deliveries are packed/palletised in the most cost-effective way to minimise freight costs
- No carton may contain items from more than one manufacturing batch. Cartons containing non-uniform contents must be specially marked with red at the top corners. No carton shall contain more than one batch
- Cardboard boxes shall be FSC certified (or similar certification for sustainable forestry). Only recycled or sustainably produced paper/cardboard fibres shall be used. The factory shall not use virgin wood fibres from vulnerable forest areas (such as, but not limited to, virgin rain forest). If the manufacturer is using paper /cardboard subcontractors the manufacturer shall provide certification and/or evidence from subcontractors that sustainable sourcing has been used.

52.2 The Supplier shall fill the order using the fewest number of manufacturing lots possible. Suppliers must also state the lot size to enable the purchaser estimate the potential costs of compliance testing into consideration when evaluating bids. Mixed lots will not be accepted

53 Sampling and testing

53.1 All UNFPA female condom purchase orders are subject to lot-by-lot pre-shipment sampling and compliance testing in accordance with the document “**Female Condom: Generic Specification, Prequalification and Guidelines for Procurement, 2012**”, ISO 2859-1, and technical specifications that govern the respective agreement. Samples will then be tested by an independent testing laboratory designated by UNFPA, in accordance with the methods stated in ISO 25841 as amended by the WHO/UNFPA Female Condom Generic Specification. The designated testing laboratories are required to meet stringent UNFPA requirements relating to accreditation (ISO 17025), testing experience and participation in inter-laboratory proficiency studies. Suppliers must communicate proactively with the sampling agency to reduce the overall order-sampling time. Results from the testing labs are transmitted directly to the supplier and UNFPA Procurement Assistant to take action on releasing the shipment. Tests with problems are in addition communicated to the UNFPA

Quality Assurance Associate for advice and resolution, involving the supplier if and when required.

- 53.2 Some countries require additional post-shipment (confirmatory) testing related to national regulations. UNFPA will, to the best of its knowledge, include the requirement for post-shipment testing – along with known testing standard – in the purchase order. By submitting a bid in response to this invitation to bid, suppliers accept they will be bound by the results of post-shipment testing that would have been conducted by an ISO17025 accredited laboratory.
- 53.3 The supplier shall notify UNFPA and the nominated inspection company by e-mail when the consignment is ready for sampling/testing with at least two weeks' notice.
- 53.4 For any additional testing/inspection to be carried out due to failure of goods, the supplier shall bear the cost of replacing the failed goods, as well as any additional cost (freight increase, late delivery compensation, etc.) resulting from the failure. In such cases, the supplier will be invoiced directly by the inspection company for the inspection and testing charges.
- 53.5 Sampling and testing do not relieve the seller from his contractual obligations and goods are subject to final acceptance after delivery.

54 Pre shipment and post shipment testing

- 54.1 UNFPA reserves the right to conduct pre-shipment and/or post-shipment inspection of any and all goods relating to all Purchase Orders. UNFPA or its contracted inspection agent shall be given reasonable and sufficient time before delivery of the goods to inspect them and to reject or refuse acceptance of any item not conforming to the technical specifications or the specifications stated in the UNFPA's Purchase Order. Payment for the goods pursuant to the Purchase Order shall not be deemed an acceptance of the goods. Inspection prior to shipment or post-shipment shall not relieve the supplier from any contractual obligations. Until quality of the goods is established, all orders will be inspected.
- 54.2 The UNFPA inspection agency will share the final inspection/analytical testing report to the Supplier. The Supplier shall send the inspection/testing report along with the other shipping documents to the consignee via email.
- 54.3 Should there be any pre-shipment discrepancy(ies), the Supplier shall correct the discrepancy(ies), replace the goods, pay for the freight cost and the re-inspection fee at cost.
- 54.4 UNFPA shall conduct random post-shipment inspection and testing at selected ports of destinations. The objective of these inspections will be to determine whether:
- Goods have deteriorated during transportation.
 - There has been any tampering with the Goods during the period between inspection and delivery at final destination.
 - Goods submitted for pre-shipment inspection are identical to those delivered to the final destination.

55 Payment

- 55.1 Electronic copies of the shipping documents listed above shall be emailed to the UNFPA procurement assistant point as soon as available to speed payment processes.
- One negotiable copy of the Bill of Lading/Airway Bill (marked "freight prepaid"). If it is possible, UNFPA prefers Seaway Bill (Express Bill) for sea freight shipments.
 - Copy of commercial invoice
 - Copy of packing list
 - Copy of shipping advice
 - Copy of the freight invoice
 - One certified copy of the certificate of origin (if applicable)
 - One copy of certificate of analysis for each of the batches, according to appropriate standards (if applicable)
 - One certified copy of registration in the country of origin/WHO free sales certificate (if applicable)
 - Any other specific document requested in the Purchase Order (if applicable)
- 55.2 In order for UNFPA to process payment, the invoice must clearly indicate the relevant Purchase Order Number, the FCA prices of each Purchase Order item number and the quoted freight cost. UNFPA will pay the freight cost quoted by the supplier, but an actual freight forwarder invoice still has to be submitted for comparison purposes.
- 55.3 FCA prices for each Purchase Order item number as well as the freight cost to final destination will be paid to the supplier directly, unless UNFPA has contracted a freight forwarder directly.

56 Solving disputes

- 56.1 In the event of testing results conducted by UNFPA designated independent QCLs, during pre-shipment or post-shipment testing that are non-conforming to specifications as per indicated in the WHO/UNFPA Specification standards, the supplier will be required to investigate the discrepancy and provide a report. **Guidance for resolving disputes is given in Part One, Chapter 5 of the “Female Condom: Generic Specification, Prequalification and Guidelines for Procurement, 2012” document.**
- 56.2 In case of confirmed non-compliance, either in the quality of the product or appropriate packaging or agreed labelling, the supplier will be requested to replace the complete batch at supplier’s own cost or reimburse UNFPA as well as and take appropriate actions to eliminate risks to health of users.

57 Supplier’s Responsibility for Rejected or Returned Products

- 57.1 Once contracted, should any product fail the pre- or post-shipment inspection, the supplier shall be responsible for disposal of and or the return of the rejected goods to the country of origin. The supplier shall bear the cost of all related activities, including product replacement, freight and re-inspection costs.

- 57.2 Should any part of the Goods fail to meet the workmanship and requirements of the specifications, the supplier shall replace the items within the time specified for delivery, or extension granted.
- 57.3 Inspection does not relieve the supplier from its contractual obligations and the Goods are subject to final acceptance after delivery.

58 Vendor performance Evaluation

- 58.1 UNFPA will measure the performance of the successful Bidders, in comparison with guaranteed lead time(s) indicated in this Bid (and incorporated into the LTAs). Bidders must state realistic guaranteed production lead times from Purchase Order acknowledgement to Goods available for pre-shipment sampling/testing. Delivery shall be made within the quoted lead time(s) on the Price Form. Long Term Agreements may be severed after three service failures (including, but not limited to, not meeting contractual lead time and/or lab testing batch failure).

59 AccessRH Initiative

- 59.1 UNFPA manages the AccessRH initiative, an innovative mechanism developed in conjunction with [Reproductive Health Supplies Coalition](#) for procuring reproductive health commodities and managing related information flows. Based on the establishment of a managed inventory of standard products (including Female Condoms), AccessRH offers purchasers access to quality reproductive health commodities at favourable prices and with reduced lead times. The mechanism is open to all public-sector entities, including ministries of health, non-governmental organizations and SMOs worldwide.
- 59.2 The AccessRH website <<http://www.myaccessrh.org/home>> allows users to obtain information on products available under long term agreements established by UNFPA through competitive bidding, and to initiate orders against those agreements (prequalified suppliers are also listed, with their contacts, for organizations that chose to conduct their own bids).
- 59.3 AccessRH suppliers are required to hold inventory for Female Condoms and provide reports beyond normal UNFPA business requirements.
- 59.4 These goods are ordered, produced, sampled, tested, and ready for shipment. Once the goods are produced and passing lab test results are issued, UNFPA pays the supplier in full. Thus, UNFPA takes the ownership of the goods while the female condoms remain at the manufacturer's warehouse under storage conditions dictated by the Female Condom document specifications. Later, UNFPA distributes the stock to various destinations by withdrawing from the available stock.
- 59.5 Throughout every year, UNFPA receives numerous requests shipment of female condoms to different countries in the world. In order to qualify to participate in AccessRH, a supplier needs to commit to the following:
- Compliance with production lead times stipulated in the LTA and compliance with quality requirements (batches pass quality test)
 - Stock is maintained at the supplier's premises
 - Fast response to all UNFPA requests for freight quotes (0-2 business days)

- Rapid arrangement of the shipment after receipt of the purchase order and authorization to withdraw stock.
- UNFPA expects a high level of performance in after-shipment communication from the supplier. The electronic copies of the shipping documents are to be sent to UNFPA ASAP, so they can be forwarded to the consignee for customs clearance in advance of arrival of the goods. The originals are also to be forwarded ASAP
- UNFPA expects to be informed on the status of AccessRH orders at all times. It means we expect the highest degree of responsiveness from the supplier and excellent communication in general.

59.6 Supplier performance in AccessRH is measured based on:

- Quality of goods
- Production lead times
- Responsiveness and communication
- Rapid freight forwarding

59.7 Section VI contains a sample of the AccessRH supplier agreement for information purposes only.

59.8 The Price Schedule Form contains a question for suppliers to indicate interest in supplying female condoms under the AccessRH initiative.

SECTION II: Schedule of Requirements and Technical Specifications

2.1. Schedule of Requirements

UNFPA does not guarantee any firm quantity of female condoms to be purchased from a particular supplier due to the very nature of the activities in UN. UNFPA makes no commitment until funds are received and a purchase order is placed.

2.2. Technical Specifications

UNFPA invites well qualified manufacturers of Female Condoms to participate at the UNFPAs Female Condom Tender 2016.

Female condoms (FC) are medical devices that are used during [sexual intercourse](#) as a [barrier contraceptive](#) to reduce the risk of contracting [sexually transmitted infections](#), [HIV](#) and [unintended pregnancy](#). Using FC is a so called female initiated method. A FC is worn internally by the female partner and provides a physical barrier to prevent exposure to ejaculated [semen](#) or other body fluids.

The female condom is a thin, soft, loose-fitting sheath with retention devices.

All female condoms supplied under this Limited Competitive Bid should be fully in accordance with the latest WHO/UNFPA Technical Specification, outlined in the document *“Female Condoms: WHO/UNFPA Generic Specification, Prequalification and Guidelines for Procurement, 2012”* (except where specifically indicated in a purchase order). The document is available for download here:

<http://www.unfpa.org/resources/prequalification-programme-female-condoms>

This guidance document includes comprehensive details, including but not limited to general design, performance and packaging requirements.

Item description

Item 1

Female condom, sealed, with lubricant. Packed in boxes of 1

Item 2

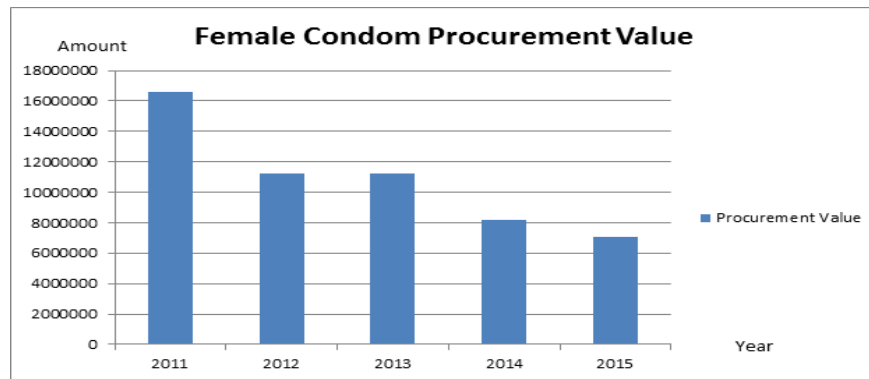
Female condom, sealed, with lubricant. Packed in boxes of 3

Note: the lubricant may be packed separately.

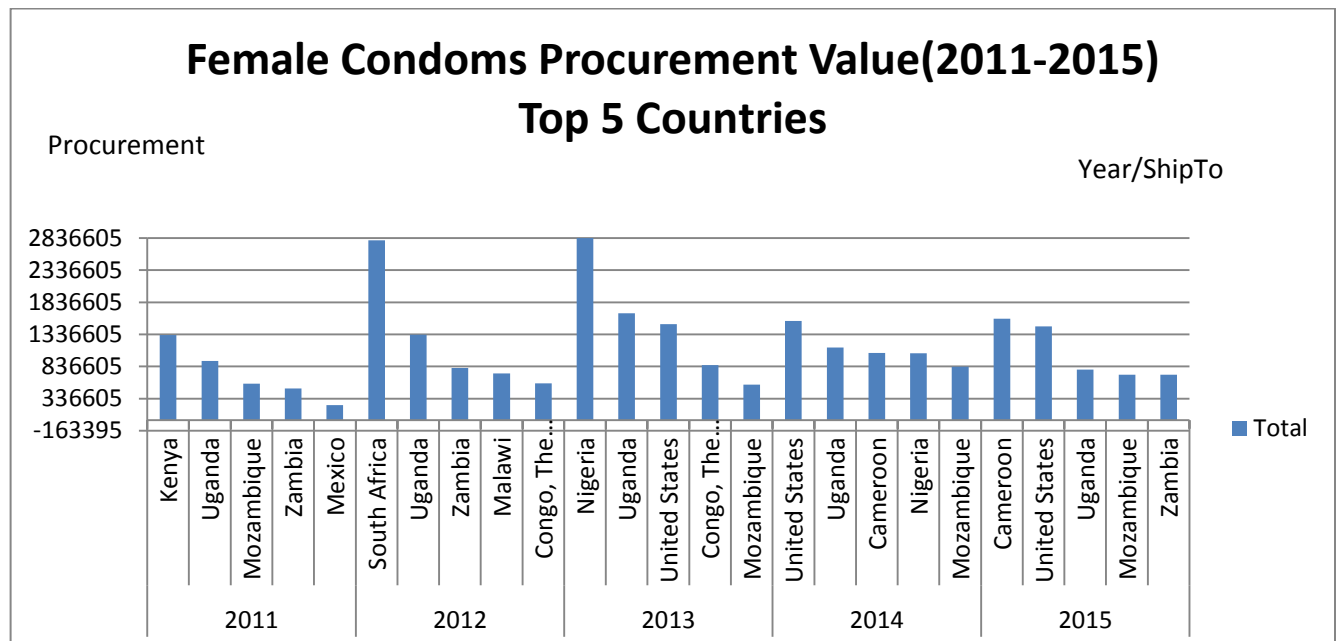
SECTION III: Spend Analysis of female condom procurement 2011-2015

3.1. Total Procurement Value from 2011 to 2015

Item	Year	Procurement Value in USD
Female Condom	2011	16,598,166
	2012	11,210,678
	2013	11,200,510
	2014	8,184,768
	2015	7,095,808.4



3.2. Female Condoms Procurement Value (2011-2015). Top 5 countries



3.3. Female Condom's values by Items year 2014

Category	Product	Procurement Spent USD	Quantity	Number of orders	Average Order (USD)
Female Condoms	FEMALECONDOM2	8,155,068.00	14,700,400	26	313,656.46
	FEMALECONDOMCUPID	41,430.00	89,000	4	10,357.50
Female Condoms Total		8,196,498.00	14,789,400	30	273,216.60

3.4. Female Condoms values by Region year 2014

Category	Region	Procurement Spent (USD)	Quantity	Number of orders	Average Order (USD)
Female Condoms	Africa	6,606,558.00	11,907,400.00	24.00	275,273.25
	ASEA	10,880.00	24,000.00	2.00	5,440.00
	Latin America & The Caribbean	33,060.00	58,000.00	1.00	33,060.00
	North America	1,546,000.00	2,800,000.00	3.00	515,333.33
Female Condoms Total		8,196,498.00	14,789,400.00	30.00	273,216.60

3.5. Top 10 countries per procurement spend in Female Condoms year 2014

Category	Country name	Procurement Spent (USD)	Quantity	Number of orders	Average order (USD)
Female Condoms	PSB Stock	1,546,000.00	2,800,000.00	3.00	515,333.33
	Uganda	1,135,530.00	2,046,000.00	3.00	378,510.00
	Cameroon	1,047,800.00	1,881,000.00	4.00	261,950.00
	Nigeria	1,042,290.00	1,878,000.00	4.00	260,572.50
	Mozambique	832,500.00	1,500,000.00	1.00	832,500.00
	Democratic Republic of Congo	654,900.00	1,180,000.00	1.00	654,900.00
	Malawi	555,000.00	1,000,000.00	1.00	555,000.00
	Tanzania	511,155.00	921,000.00	1.00	511,155.00
	Madagascar	275,000.00	500,000.00	1.00	275,000.00
	Swaziland	206,460.00	372,000.00	1.00	206,460.00
Female Condoms Total		7,806,635.00	14,078,000.00	20.00	390,331.75

SECTION IV: UNFPA General Conditions of Contract Contracts for the Provision of Mixed Goods and Services

UNFPA General Conditions of Contract can be found at:
<http://www.unfpa.org/resources/unfpa-general-conditions-contract>

SECTION V: Bidding Forms

1. Bid Submission Form

[The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: UNFPA/PSB/15/035

To: Procurement Services Branch, UNFPA

Dear Sir / Madam,

We the Undersigned have examined and have no reservations to the Bidding Documents No. **UNFPA/PSB/15/035** and amendments We hereby offers to supply, in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements, the following goods and related services _____ which are subject to UNFPA General Conditions of Contract and other terms and conditions as specified in the document.

We agree to abide by this bid for a period of *90 days* days from the date fixed for opening of bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We have no conflict of interest in accordance with Instructions to Bidders Sub-Clause 2.3;

Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—have not been declared ineligible by UNFPA, in accordance with Instructions to Bidders Sub-Clause 2.4;

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Dated onday of[year].

Signature:
[insert signature of person whose name and capacity are shown]

In the capacity
of: *[insert legal capacity of person signing the Bid Submission Form]*

Name:
[insert complete name of person signing the Bid Submission Form]

Company:
[insert name of company]

2. Bidders Identification Form

Bid No. UNFPA/PSB/15/035

1. Organization

Company/Institution Name	
Address, City, Country	
Telephone/FAX	
Website	
Date of establishment	
Legal Representative: Name/Surname/Position	
Legal structure: natural person/Co.Ltd, NGO/institution/other (please specify)	
Organizational Type: Manufacturer, Wholesaler, Trader, Service provider, etc.	
Areas of expertise of the organization	
Current Licenses, if any, and permits (with dates, numbers and expiration dates)	
Years supplying to UN organizations	
Years supplying to UNFPA	
Production Capacity	
Subsidiaries in the region (please indicate names of subsidiaries and addresses, if relevant to the bid)	
Commercial Representatives in the country: Name/Address/Phone (for international companies only)	

2. Quality Assurance Certification

International Quality Management System (QMS)	
List of other ISO certificates or equivalent certificates	
Presence and characteristics of in-house quality control laboratory (if relevant to bid)	

3. Expertise of Staff

Total number of staff	
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Number of staff involved in similar supply contracts	
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4. Contact details of persons that UNFPA may contact for requests for clarification during bid evaluation

Name/Surname	
Telephone Number (direct)	
Email address (direct)	

P.S.: This person must be available during the next two weeks following receipt of bid

3. Product Item Overview Form

Kindly use the spreadsheet “Product Item Overview Form”

4. Countries Registration Form

Kindly use the Excel spreadsheet " Countries Registration Form"

5. Price Schedule Form

Kindly use the Excel spreadsheet "Price Schedule form"

SECTION VI: Contract Forms

Contracts Forms

The following sample contract forms are available on the [UNFPA procurement website](#):

- 1) Purchase Order
- 2) Long Term Agreement
- 3) Access RH Supplier Agreement
