



6 February 2015

United Nations Population Fund  
12A Baskerville Avenue Kololo  
Fax: 414236645  
Telephone: 417744500  
Email: [amuhwezi@unfpa.org](mailto:amuhwezi@unfpa.org)  
Website: [www.unfpa.org](http://www.unfpa.org)

## **INVITATION TO BID ITB No.UNFPA/UGA/15/001**

### **SUPPLY OF DIGNITY KITS**

Dear Sir/Madam,

1. The United Nations Population Fund (UNFPA), an international development agency, invites sealed bids for Supply and Transportation of Dignity Kits for its programme in Uganda.
2. Bidding shall be conducted through ONE envelope. The technical bid containing the technical specifications and the financial bid containing price information shall be submitted together.
3. The bidder shall be required to quote for all items.
4. To enable you to submit a bid, please read the following attached documents carefully:

Section I:	Instructions to Bidders
Section II:	Technical Specifications and Schedule of Requirements
Section III:	UN General Conditions of Contracts
Section IV:	UNFPA Special Conditions for Contracts
Section V:	Bid Forms
Section VI:	Contract Forms

5. The bid shall reach UNFPA's reception or email inbox of [procureug@unfpa.org](mailto:procureug@unfpa.org) no later than 10<sup>th</sup> March 2015, at 15:00 hours, East African Time.
6. The bids shall be opened on 10<sup>th</sup> March 2015, at 15:30 Hours, East African Time at UNFPA offices, Plot 12A Baskerville Avenue Kololo. Bidders or their authorized representatives may attend the bid opening.
7. Bids received after the stipulated date and time shall not be accepted under any circumstances. Bids delivered through courier and posted later than the due date shall not be registered and shall be returned unopened. Bids submitted to any other email address than [procureug@unfpa.org](mailto:procureug@unfpa.org) shall be rejected.
8. Bidders shall acknowledge receipt of this Invitation to Bid according to the Bid Confirmation Form, Section V, 1 of this solicitation document by email to Alexander Muhwezi (email: [amuhwezi@unfpa.org](mailto:amuhwezi@unfpa.org)) no later than 27<sup>th</sup> February 2015 and to 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.

9. Any questions relating to the attached documents shall be addressed in writing to the following UNFPA personnel:

- Alexander Muhwezi, National Procurement Officer, email: amuhwezi@unfpa.org for questions relating to the bidding exercise.

All questions received shall be compiled and answers provided at the appropriate time, and all the answers will be posted on ungm.

Do not submit your bid to this email, or your bid will be disqualified.

10. This letter is not to be construed in any way as an offer to contract with your firm.

11. UNFPA strongly encourages all bidders to register on the United Nations Global Marketplace (<http://www.ungm.org>). 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 e-mail 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](http://www.ungm.org/Publications/UserManuals/Suppliers/UserManual_Supplier.pdf).

Yours sincerely,

**Alexander Muhwezi**  
**UNFPA**  
**Uganda Country Office**



**UNITED NATIONS POPULATION FUND**

**INVITATION TO BID**

**ITB NO.: UNFPA/UGA/15/001**

**Bid document for the supply of Dignity Kits**

**Under Long Term Agreement (LTA)**

**6 FEBRUARY 2015**

## Table of Contents

SECTION I: Instructions to Bidders .....	5
A. Introduction .....	5
1. Scope .....	5
2. Eligible Bidders .....	5
3. Eligible Goods and Related Services .....	6
4. Cost of Bid .....	6
5. Fraud and Corruption .....	6
B. Solicitation Documents .....	6
6. UNFPA Solicitation document .....	6
7. Clarifications of solicitation document .....	7
8. Amendments to UNFPA bid solicitation document .....	7
C. Preparation of Bids .....	7
9. Language of the bid .....	7
10. Documents to be submitted with the bid .....	8
11. Bid Currency and Prices .....	9
12. Validity of Bid .....	9
D. Submission of Bids and Bid Opening .....	10
13. Partial Bids .....	10
14. Alternative Bids .....	10
15. Technical and Financial Bids .....	10
16. Sealing and marking of bids (hard copies) .....	10
E. Evaluation and Comparison of Bids .....	13
22. Confidentiality .....	13
23. Clarification of Bids .....	13
24. Responsiveness of bids .....	13
25. Nonconformities, Errors, and Omissions .....	14
26. Preliminary examination of Bids .....	15
27. Examination of Terms and Conditions and Technical Evaluation .....	15
28. Conversion to Single Currency .....	15
29. Domestic Preference .....	15
30. Evaluation of Bids .....	15
31. Comparison of Price Bids .....	16
32. Post-qualification of the Bidder .....	16
33. UNFPA's Right to Accept Any Bid and to Reject Any or All Bids .....	17
34. UNFPA's Right to Annul a Bidding Process .....	18
F. Award of Long Term Agreement (LTA) .....	18
35. Award Criteria .....	18
36. Right to Vary Requirements at Time of Award .....	18
37. Signing of the Long Term Agreement .....	18
38. Publication of Contract Award .....	19
SECTION III: .....	25
GENERAL CONDITIONS OF CONTRACT .....	25
CONTRACTS FOR THE PROVISION OF GOODS .....	25
SECTION IV: UNFPA Special Conditions for Contracts .....	26
SECTION V: Bidding Forms .....	27
1. Bid Confirmation Form .....	30
2. Bid Submission Form .....	31
3. Bidders Identification Form .....	32
4. Performance Statement Form .....	33
5. Product Overview Form .....	34
6. Price Schedule Form .....	35
7. Joint Venture Partner Information Form .....	39
SECTION VI: Contract Forms .....	40
1. Contract Forms .....	41

## **SECTION I: Instructions to Bidders**

### **A. Introduction**

#### **1. Scope**

- 1.1. The goods and related services to be procured are Dignity Kits and Transportation for UNFPA's Programme in Uganda.
- 1.2. As a result of this bidding process, UNFPA shall sign non-exclusive Long Term Agreement (LTA) with one vendor for 3 years. In the event of UNFPA signing long term agreement, the following shall apply:
  - a. 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;
  - b. The agreements shall be for 3 years. The successful Bidder shall have the right to review their prices every 12 months from commencement of the LTA, and shall notify UNFPA in writing 90 days prior to the 12-month period of a proposed price decrease or increase. The successful Bidder(s) shall provide proper justification for any price increase. UNFPA shall be entitled to either accept the price decrease / increase or to cancel the LTA, and shall notify the successful Bidder in writing of its decision. In arriving at the decision, UNFPA shall have the sole discretion of comparing the proposed price changes against market rates.
  - c. The quantities specified in Section II, Schedule of Requirements may not be reached or may be exceeded during the period of the agreement.
  - d. The long term agreement template as specified in Section VI Contract Forms,5, shall be used for the establishment of the final agreement.
  - e. 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.

#### **2. Eligible Bidders**

- 2.1 This bid is open to primary manufacturers, authorized agents and authorized resellers.
- 2.2 A bidder and all parties constituting the bidder may hold any nationality.
- 2.3 A bidder 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:
  - 2.3.1. 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
- 2.4 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. Bidders shall not be eligible to submit a bid if at the time of bid submission:

- 2.4.1. The bidder is listed as suspended on United Nations Global Marketplace (<http://www.ungm.org>) as a result of having committed fraudulent activities,
  - 2.4.2. The bidder's name is mentioned in the [UN 1267 list](#) issued by the Security Council resolution 1267 that establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;
  - 2.4.3. The Bidder is debarred by the World Bank Group
  - 2.4.4. UNPD Suspended Vendor List.
- 2.5 Bids may be submitted by a Joint Venture (JV). In the case of a JV:
- a. The duly filled Joint Venture Partner Information Form, Section V, 7, must be included with the bid; and
  - b. All parties to the JV shall be jointly and severally liable; and
  - c. The JV shall nominate a Representative who shall have the authority to conduct all businesses:
    - i. for and on behalf of any and all the parties of the JV during the bidding process; and
    - ii. in the event the JV is awarded the contract, during contract execution.

### **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 Cost of Bid**

- 4.1. 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.

### **5 Fraud and Corruption**

- 5.1. 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.

## **B. Solicitation Documents**

### **6 UNFPA Solicitation document**

- 6.1. Bidders are expected to examine all instructions, forms, specifications, terms and conditions contained within this UNFPA solicitation document. 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.

6.2. Bidding documents consist of the following:

Section I:	Instructions to Bidders
Section II:	Technical Specifications and Schedule of Requirements
Section III:	UN General Conditions of Contracts
Section IV:	UNFPA Special Conditions for Contracts
Section V:	Bid Forms
Section VI:	Contract Forms

- 6.3. 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.
- 6.4. 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.

## **7 Clarifications of solicitation document**

- 7.1. A prospective bidder requiring any clarification on the bid solicitation documents may notify UNFPA in writing within Two weeks from the date of issue of the bid. UNFPA shall respond in writing to any request for clarification received and circulate its response (including an explanation of the query but without identifying the source of enquiry) to all prospective bidders who have received the bid solicitation documents. A copy of UNFPA's answer shall also be posted on the UN Global Marketplace, <http://www.ungm.org/> and <http://uganda.unfpa.org>, under Procurement.

## **8 Amendments to UNFPA bid solicitation document**

- 8.1. 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.
- 8.2. All prospective bidders that have received the bidding documents shall be notified in writing of all the amendments to the bidding documents. 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.

## **C. Preparation of Bids**

### **9 Language of the bid**

- 9.1. The bid prepared by the bidder and all correspondence and documents relating to the bid shall be written in English.

## **10 Documents to be submitted with the bid**

### **10.1. Documents Establishing the Eligibility of the Bidder**

To establish their eligibility, bidders shall:

- a. Complete the Bid Submission Form, Section V, 2.
- b. Complete Bidders Identification Form, Section V, 3.
- c. Complete Joint Venture Partner Information Form, Section V, 7 and provide all documents as required in the Form in the event that the bid is submitted by a Joint Venture.

### **10.2. 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 copy of company registration in the country of operation demonstrating that it is duly authorised to supply these goods to the country of destination (as applicable);
- c. In the case of a bidder not doing business within the country of destination, the bidder is or will be represented by an Agent in the country that is equipped and able to carry out the supplier's stocking and transport obligations prescribed in the Section II, Technical Specifications and Schedule of Requirements;
- d. Written confirmation from the bidder that the bidder is neither suspended by the United Nations system nor debarred by the World Bank group;
- e. Post qualification documentation outlined in Instructions to Bidders, Section 32

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.

### **10.3. 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 Section II Technical Specifications and Schedule of Requirements.
- b. Completed Product Item Overview Form, Section V, 5.
- c. Product literature containing pictures of the product(s)
- d. Bidders must complete and submit with their bid the Excel table containing the individual item details, as per Form in Section V.5. Bidding Forms.
- e. Copies of current certificates such as GMP/quality, FSC/CPP, manufacture's ISO certificate for the product, manufacture's CE certificate, USA 510k, Japan's QS standard, etc
- f. Product catalogues containing pictures of the product
- g. Manufacturer's technical product specifications or datasheets.

### **10.4. Documents Establishing Sustainability Efforts of the Bidder**

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](mailto: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.

## **11 Bid Currency and Prices**

- 11.1. All prices shall be quoted in US Dollars (USD) or USD convertible currency.  
In the event of an LTA being signed with the successful Bidder(s) the item prices quoted by the Bidder(s) will be entered into an e-procurement system maintained by UNFPA that can only accommodate prices in US dollars (USD). Therefore, prices shall be quoted in US dollars (USD) by the Bidder(s). Bidders shall indicate in their Bid the currency they would normally have used (i.e. the Bidder's preferred currency) if no such currency constraint existed. In order to mitigate financial risks, the successful Bidder(s) will be requested during the course of the LTA to adjust their USD price downward and to use for that purpose the UN exchange rate at time of bidding in the event of the USD appreciating by more than 10% against the Bidder's preferred currency. Similarly, should the USD depreciate by more than 10% against the Bidder's preferred currency, the successful Bidder(s) will be allowed to adjust their USD price upward by applying the UN exchange rate at time of bidding. For the purpose of calculating the percentage of appreciation or depreciation of the USD against the Bidder's preferred currency, the UN monthly exchange rates shall be used. To obtain the monthly UN exchange rate, use the following link:  
<https://treasury.un.org/operationalrates/OperationalRates.aspx>.
- 11.2. The bidder shall indicate the unit prices (where applicable) and total bid price of the goods or services it proposes to supply under the contract. This price information shall be indicated on the Price Schedule Form, Section V, 6.
- 11.3. Bidders are requested to quote the following based on INCOTERMS 2010:
- Price of goods FCA Point of departure and CPT Entebbe or Nakawa Container Terminal, Kampala
- UNFPA reserves the right to collect freight quotations from the LTA winner and compare them with quotations collected from reputable freight forwarders at the point of placing orders against the LTA. In the event that bidder's freight prices are found to be less competitive than the rates offered by freight forwarders, UNFPA may issue Purchase Orders on FCA basis to the LTA winner, and issue a separate contract/ purchase order for freight to a freight forwarder if deemed in the best financial interest of UNFPA.
- 11.4. 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.
- 11.5. Bidders are not allowed to adjust the required quantities in the Price Schedule (see Section II) to ensure shipment in full container loads (FCLs). Unit prices for full container loads will be compared for evaluation purposes.
- 11.6. 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.

## **12 Validity of Bid**

- 12.1. The prices of the bid shall be valid for 120 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.
- 12.2. 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.

## **D. Submission of Bids and Bid Opening**

### **13 Partial Bids**

Partial bids are not allowed under this tender.

### **14 Alternative Bids**

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

### **15 Technical and Financial Bids**

- 15.1. Bids shall be submitted in an email to a secure email address designated by UNFPA or submitted to UNFPA reception by the closing date and time.
- 15.2. 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.
- 15.3. The financial portion of the bid shall be prepared in accordance with the Price Schedule Form in Section V, 6 of the bid forms.
- 15.4. Bids shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. 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.

### **16 Sealing and marking of bids (hard copies)**

- 16.1 When submitting bids in hard copies, the Bidder shall prepare two sets of sealed bids containing the technical and price components.
- 16.2 The envelope shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 16.3 If the outer envelope is not sealed and marked as required, UNFPA shall assume no responsibility for the bid's misplacement or premature opening.
- 16.4 The outer envelope shall be clearly marked:  
*"United Nations Population Fund (UNFPA), Plot 12A Baskerville Avenue, Kololo, Kampala"*

*ITB No. UNFPA/UGA/15/001*  
*Attn: Alexander Muhwezi*  
*National Procurement Officer”*  
**ONLY TO BE OPENED BY AUTHORISED UNFPA PERSONNEL**

16.5 Bidders shall be required to send their bids with samples for all the items as indicated in section II. Clearly seal and label your sample with the procurement reference number and name of the bidder as per clause 17.7.

**17. Electronic Submissions**

- 17.1. Bids shall be submitted electronically. Please note the following guidelines for electronic submissions:
- 17.2. Bidders shall make clear reference to the specific bid in the subject field as instructed, otherwise bids may be rejected. Clearly specify the following text in the subject line: ITB No. UNFPA/UGA/15/001, Bidder’s Name.
- 17.3. The bid shall be submitted to [procureug@unfpa.org](mailto:procureug@unfpa.org). Bids received at the [procureug@unfpa.org](mailto:procureug@unfpa.org) mailbox are kept undisclosed and shall not be opened before the scheduled opening date. Sending to any other email address will violate confidentiality and invalidate the bid.
- 17.4. E-mail submission shall not exceed 8 MB, including the size of the cover email. It is recommended that all the bidding documents are consolidated into as few attachments as possible which shall be in commonly used file formats. If the bid consists of large electronic files, it is recommended to send these files separately before the deadline indicating the order of emails (email 1, email 2, etc.) after the bid reference number and the bidder’s name in the subject line of each email.
- 17.5. It shall be the bidder’s responsibility to ensure that bids sent by e-mail are received by the deadline. All bidders shall receive an auto-reply acknowledging the receipt of their email. Bidders shall not receive responses to questions sent to [procureug@unfpa.org](mailto:procureug@unfpa.org) since it is a secure mailbox.
- 17.6. In order to avoid last minute internet congestion it is recommended to send your bid as early as possible before the deadline.
- 17.7. All bidders shall be required to send the physical samples for the kit to the attention of National Procurement Officer, Plot 12A Baskerville Avenue, Kololo, Kampala, Uganda. To reach by the deadline for submission of bids.

**18. Bid Submission Deadline/Late Bids**

- 18.1. Bids must be delivered to the office on or before the date and time specified in the introductory letter of this solicitation document. If any doubt exists as to the time zone in which the bid should be submitted please refer to [www.timeanddate.com/worldclock](http://www.timeanddate.com/worldclock), or contact the bid focal point.
- 18.2. UNFPA may, under special and exceptional circumstances, extend the bid submission deadline and such changes shall be notified in UNGM before the expiration of the original period.

- 18.3. Any bids and samples received by UNFPA after the bid submission deadline shall be rejected. UNFPA shall not be legally responsible for bids that arrived late due to the bidder's problems with transmission of bid submissions via email and/or with the courier company.

## **19. Withdrawal, Substitution and Modification of Bids**

- 19.1. A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice prior to the bid submission deadline.
- 19.2. The bidder may withdraw its bid after submission, provided that written notice of the withdrawal is received by UNFPA prior to the bid submission deadline requested to be withdrawn shall be shredded or shall be returned unopened to the bidder.
- 19.3. No bid may be withdrawn, substituted, 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.

## **20. Storage of Bids**

- 20.1. 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. No responsibility shall be attached to UNFPA for prematurely opening an improperly addressed and/or identified bid.

## **21. Bid Opening**

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

Street Address: Plot 12A Baskerville Avenue, Kololo  
City: Kampala  
Country: Uganda  
Date: 10<sup>th</sup> March 2015  
Time: 15:30 hours, Uganda Time, (reference: [www.timeanddate.com/worldclock](http://www.timeanddate.com/worldclock)).

- 21.2. Bids received electronically by the required deadline will be printed and a copy of the bids 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.
- 21.3. UNFPA shall open all technical 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.
- 21.4. 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.

- 21.5. 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.
- 21.6. No bid shall be rejected at bid opening, except for late bids. Bids that are not opened and read out at the bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be shredded except for any bank securities, which will be returned to the bidder.

## **E. Evaluation and Comparison of Bids**

### **22. Confidentiality**

- 22.1. 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.
- 22.2. 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.
- 22.3. 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.

### **23. Clarification of Bids**

- 23.1. 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.

### **24. Responsiveness of bids**

- 24.1. UNFPA's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 24.2. 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; (Section V, Product overview form will be used to assess) 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.
- 24.3. 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 25.1, c.
    - Required price components are missing;
    - The bidder offers less quantity than what is required.
- 24.4. 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.

## **25. Nonconformities, Errors, and Omissions**

- 25.1. 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.
  - c. UNFPA shall correct arithmetical errors on the following basis:
    - 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;

- 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.

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

## **26. Preliminary examination of Bids**

26.1. 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.

## **27. Examination of Terms and Conditions and Technical Evaluation**

27.1. 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 Technical Specifications and Schedule of Requirements, Section III UN General Conditions for Contracts and Section IV UNFPA Special Terms and Conditions.

27.2. 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 24, the bid shall be rejected.

## **28. Conversion to Single Currency**

28.1. To facilitate evaluation and comparison, UNFPA will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to US dollars at the official UN exchange rate on the last day for submission of bids.

## **29. Domestic Preference**

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

## **30. Evaluation of Bids**

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

30.2. 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.

### **31. Comparison of Price Bids**

- 31.1. UNFPA shall compare all substantially responsive bids to determine the lowest priced substantially responsive bid. Total average cost per kit based on CPT, Entebbe International Airport or Nakawa Container Terminal, Kampala, price will be used for the comparison purposes.

### **32. Post-qualification of the Bidder**

- 32.1. UNFPA shall determine to its satisfaction whether the bidder with the lowest priced, substantially responsive bid is qualified to perform the contract satisfactorily.
- 32.2. 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 a prerequisite in order to award the contract to the bidder. 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.
- 32.3. To determine the bidder's capacity to execute the contract, UNFPA shall consider the following elements:
  - Performance Statement Form, Section V, 4, with documentary evidence
  - Financial Capability:
    - a. Documentary evidence that the bidder has successfully completed at least five similar contracts within the last five years for supply and transportation of similar nature and complex goods.
    - b. Provide contact details of commercial banks and names of contact persons from whom UNFPA could seek feedback.
    - c. Liquidity ratio: Current ratio (Current Assets/ Current liabilities) > 1.
  - 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.
      - ii. Evidence that the bidder possesses experience in the geographical area required by the bid.
      - iii. At least three years of experience in performing similar contracts.
    - c. Company's managerial capability:
      - i. Details of company's managerial structure.
      - ii. Quality assurance systems in place.
    - d. Bidder must have supplied satisfactorily similar goods to a similar extent of the quantity, as mentioned against each schedule during any one of the last three years and the goods should have been in use satisfactorily with no adverse report.



- e. Client's certificates in support of the satisfactory operation of the goods as specified above.
- f. 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.
- g. Brief write-up, backed up with adequate data, explaining available capacity and experience in the manufacture and supply of the required products within the specified time of completion after meeting all their current commitments.
- h. 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.
- i. 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.

For non-manufacturer bidders:

- j. Legally enforceable authorization from the manufacturer assuring full guarantee and warranty obligations as per the tender conditions for the goods offered; and
- k. Financial Experience and Technical Capacity requirements of the manufacturer similar to those mentioned above.

32.4. 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.

32.5. 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.

### **33. UNFPA's Right to Accept Any Bid and to Reject Any or All Bids**

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 the UNFPA solicitation documents.

33.2. UNFPA reserves the right to reject any bid if a bidder has previously failed to perform properly or complete on time in accordance with contracts or the bidder who in UNFPA's perspective is not in a position to perform the contract.

33.3. The bidders waive all rights to appeal against the decision made by UNFPA.

### **34. UNFPA's Right to Annul a Bidding Process**

- 34.1. 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.

## **F. Award of Long Term Agreement (LTA)**

### **35. Award Criteria**

- 35.1. UNFPA shall award the Long Term Agreement to the lowest priced bidder whose bid has been determined to be substantially responsive to the bidding documents and whose samples are accepted by the evaluation committee.
- 35.2. Prior to contract award, the successful bidder will be requested to send samples of the requested products to the end-user in Uganda via an international air courier service or otherwise. The cost for sending the samples will be at the expense of the bidder. If the samples submitted by the bid winner will not meet the requirements of the ITB then the samples will be requested from the bidder who will secure the second place in the evaluation process.
- 35.3. 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.
- 35.4. 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. 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.

### **36. Right to Vary Requirements at Time of Award**

- 36.1. UNFPA reserves the right at the time of award of contract to increase or decrease the quantity of goods without any change in unit price or other terms and conditions.

### **37. Signing of the Long Term Agreement**

- 37.1. Prior to the expiration of the period of bid validity, UNFPA shall send the successful bidder the Long Term Agreement, which constitute the notification of award. The successful bidder shall sign, date the Long Term Agreement and return it to UNFPA within 10 days of receipt of the contract. After receipt of the purchase order, the successful bidder shall deliver

the commodities in accordance with the quantity, quality and delivery schedule outlined in its bid in conjunction with UN General Conditions of purchase order.

- 37.2. The Long Term Agreement will be established between the successful bidder and UNFPA to allow UNFPA to contract the provision of the specified goods/services. The resultant Agreement represents an offer on the part of the successful bidder to provide UNFPA with goods/services for the prices agreed and under the Terms and Conditions detailed for the duration of the Agreement. This Agreement will not oblige UNFPA to any financial commitment whatsoever. Only Purchase Orders made pursuant to such Agreement will constitute a commitment on UNFPA's part.
- 37.3. UNFPA reserves the right to discontinue the Agreements if the Contractors' performance is not satisfactory to UNFPA.
- 37.4. The Long Term Agreement holders shall hold the prices fixed and not subject to change throughout the validity of the Agreements. The Long Term Agreement holders shall be responsible to apply to the Purchase Orders issued under the Agreements any special offer or discounts (if applicable) which may become effective at the time of fulfilling the order. Such discounts shall be reflected in the corresponding invoices.

### **38. Publication of Contract Award**

- 38.1. UNFPA shall publish the Long Term Agreement award on United Nations Global Marketplace <http://www.ungm.org>, with the information of the awarded bidder company name, date of the LTAs and validity.
- 38.2. Suppliers perceiving that they have been unjustly treated in connection with the solicitation or award of a contract may lodge a complaint directly with the UNFPA Head of Office at [fundira@unfpa.org](mailto:fundira@unfpa.org). The UNFPA Head of Office will then make an assessment of the complaint and provide a reply to the supplier within a week. If the supplier is not satisfied with the reply provided by the UNFPA Head of Office, the supplier may escalate the complaint to the Chief, Procurement Services Branch at [procurement@unfpa.org](mailto:procurement@unfpa.org), who will reply to the supplier within a week and advise the Supplier on further recourse if required.

## SECTION II: Technical Specifications and Schedule of Requirements


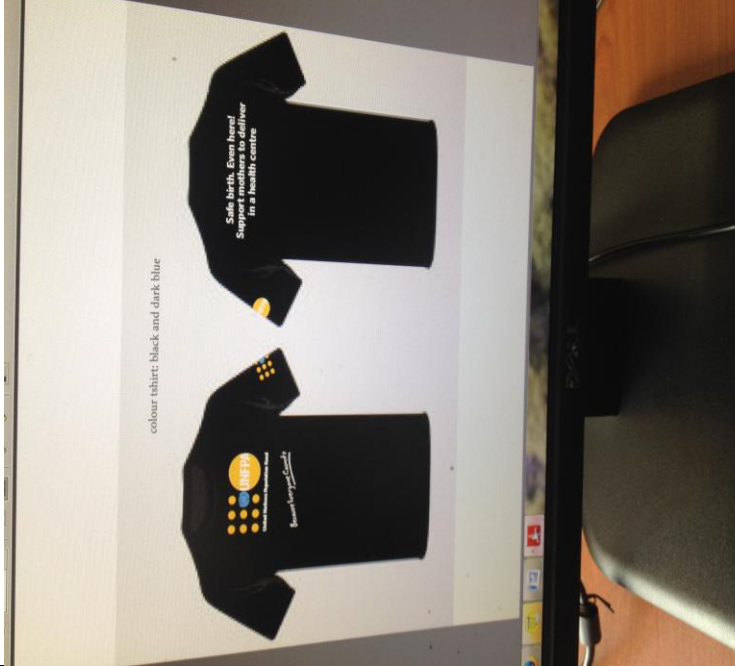


### 2.1. Technical Specifications

### Uganda Dignity Kit Specifications

#### Description (List) of Items: For Vulnerable Women and Adolescents

Item	Description	Unit of Measure	Quantity of Item per Kit	Specifications
1	Lesu/Cotton Cloth Wrapper	Piece	1	100% cotton printed fabric. 2 Meters x 1.5 meters used by African women to mostly wrap from their waists to legs
				Branded with messages (See Table 2.2)
2	T-Shirt	Piece	1	Medium, Large and X-Large, European standard size; Supplied in dark colors, no white colour.
3	Slippers	Pair	1	Rubber with PVC strap Various sizes ranging from 7 – 11, European standard
4	Cotton Wool	Roll	1	250 grams roll, Cotton Wool, Absorbent
5	Bucket/Pail	Piece	1	HDPE-High Density Polypropylene, with lifting handle, lid and tapc, plastic with UNFPA logo - size approximately 5.5x8.5 inches Capacity: 15-18 Liters
6	Underwear	Pair	2	100% cotton, Female, Size: Large and Extra Large; Colors: Black, and Navy-blue and any dark shade. No white colour
7	Baby Shawl	Piece	1	100% cotton, Knitted warm fabric 125 cm X 125 cm (and or +20cm).
8	Baby Vest	Piece	1	New born cotton vest, Short sleeved, 100% cotton
9	Laundry Soap	Piece	1	White bar washing soap; 1kg, pre-packed/sealed plastic bag

**Table 2.2 List of Items and sample pictures**

Item	Description	Picture
1	Lesu/Cotton Cloth Wrapper	
2	T-Shirt . With messages on the front, back and the sleeves	
3	Slippers	
4	Cotton Wool	

5	Bucket/Pail , with UNFPA logo size approximately 5.5x8.5 inches	
6	Underwear	
7	Baby Shawl	
8	Baby Vest	
9	Laundry Soap	

*Note: The pictures are meant to act as a guide. No brand is preferred.*

## **2.2 Schedule of Requirements**

### ***Specific Tasks of the Supplier***

1. The Supplier will assemble and package the items in the dignity kits as per specifications provided by UNFPA within one week of request.
2. The Supplier will ensure that items in the kits are of highest quality and conform to the specifications provided.
3. Deliver the Dignity Kits to locations that will be indicated by UNFPA in the Purchase Order and then hand over to persons authorized to receive them as per instructions.
4. The supplier will be responsible for safety of the goods during transportation until received by the authorized person at the prescribed destination.
5. Should any product be rejected or damaged en route, the supplier will replace at no extra cost to UNFPA.
6. Submit evidence of delivery of the dignity kits by furnishing all relevant documents including proof of receipt by authorized persons.

<b>1. List of Related Services and Completion Schedule</b>					
<b>No.</b>	<b>Description of Service</b>	<b>Quantity (Annual Estimated)</b>	<b>Physical Unit</b>	<b>Place where Services shall be performed</b>	<b>Final Completion Date(s) of Services</b>
1	Assembling and kitting dignity kits	20,000	kit	Ex-Warehouse	Specify



**SECTION III:  
GENERAL CONDITIONS OF CONTRACT  
CONTRACTS FOR THE PROVISION OF GOODS**

The General Terms and Conditions can be found at:

UNFPA General Conditions – Goods	For contract/PO values equivalent or over USD 100,000, covering goods	<a href="#">English</a>	<a href="#">French</a>	<a href="#">Spanish</a>
----------------------------------	---	-------------------------	------------------------	-------------------------

## SECTION IV: UNFPA Special Conditions for Contracts

<b>CONTRACT PRICE</b>	The prices charged for the Goods supplied and the related Services performed shall not be adjustable, unless agreed in accordance with Clause 1.2 (b).
<b>WARRANTY (Refer to Article 6.5)</b>	The warranty period shall be 3 months. Details on Warranty Services required are included in Section II: Technical Specifications and Schedule of Requirements.
<b>GOODS AND SERVICES DEFINED</b>	<p>Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, customized and standard software as required, intermediate products and products which the Supplier is required to supply under the Purchase Order.</p> <p>Services are to include design, installation and commissioning, training services, technical assistance and warranty services as required to supply in the Purchase Order.</p>
<b>TRANSPORTATION AND FREIGHT</b>	Responsibility for transportation of the Goods shall be as specified in the INCOTERMS indicated in the agreed Purchase Orders.
<b>LIQUATED DAMAGES</b>	<p>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, after giving the Vendor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:</p> <p>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;</p> <p>b. Refuse to accept delivery of all or parts of the services;</p> <p>c. Terminate the Purchase Order or Long Term Agreement;</p> <p>d. For late delivery of goods or for items which do not meet the agreed specifications and are therefore rejected by UNFPA, UNFPA can claim liquidated damages from the Vendor 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 Vendor from any of its other obligations or liabilities pursuant to any current Long Term Agreement or Purchase Order</p>

## SECTION V: Bidding Forms

The following checklist is provided as a courtesy to bidders. Please use this checklist while preparing the bid to ensure that your bid contains all required information. This checklist is for the bidder's internal reference and does not need to be submitted with the bid.

ACTIVITY	LOCATION	YES / NO/ NOT APPLICABLE	REMARKS
Have you read and understood all of the Instructions to Bidders in Section I of the bidding documents?	Section I		
Have you reviewed and agreed to the UN General Terms and Conditions?	Section III		
Have you reviewed and agreed to the UNFPA Special Conditions for Contracts?	Section IV		
Have you completed the Bid Confirmation Form?	Section V, 1		
Have you completed the Bid Submission Form?	Section V, 2		
Have you completed the Bidder's Identification Form?	Section V, 3		
Have you completed the Performance Statement Form?	Section V, 4		
Have you completed the Product Item Overview Form?	Section V, 5		
Have you completed and signed the Price Schedule Form?	Section V, 6		
<i>[Delete if not applicable]</i> Have you completed the Joint Venture Partner Information Form?	Section V, 7		
Have you reviewed all of the relevant contract form(s)?	Section VI		
<i>[Delete if not applicable]</i> Have you prepared a copy of your valid manufacturing license from the country of manufacturing?	Section I, Sub-Clause 10.2, b.		
<i>[Delete if not applicable]</i> Have you prepared a copy of your company's registration in the country of operation?	Section I, Sub-Clause 10.2, b.		
Have you prepared a copy of the previous year's audited company Balance and Financial Statements?	Section I, Sub-Clause 10.2, d.		
Have you prepared documentary evidence that the goods conform to the technical specifications and standards specified in Section II Technical Specifications and Schedule of Requirements?	Section I, Sub-Clause 10.3, a.		
<i>[Delete if not applicable]</i> Have you prepared product catalogues containing pictures of the product(s)?	Section I, Sub-Clause 10.3, c.		
<i>[Delete if not applicable]</i> Have you prepared the manufacturer's technical product specifications or data sheets?	Section I, Sub-Clause 10.3, d.		

<i>[Delete if not applicable]</i> Have you provided the results of any testing carried out on the products?	Section I, Sub-Clause 10.3, a.		
<i>[Delete if not applicable]</i> Have you provided any copies of current certificates such as GMP/Quality, FSC/ CPP, manufacturer's ISO certificate for the product, manufacturer's CE certificate, USA510k, Japan QS standard, etc. as stated in the Technical Specifications and Schedule of Requirements, in Section II?	Section I, Sub-Clause 10.3, g.		
<i>[Delete if not applicable]</i> Have you provided a copy of the valid authorization letter issued by the manufacturer for each product, if you are not the manufacturer?	Section I, Sub-Clause 10.3, h.		
Have you furnished a list of full particulars, regarding the available sources and current prices of space parts, special tools, etc., necessary for the proper and continuing functions of the goods within the Product Item Overview Form, Section V, 5?	Section I, Sub-Clause 10.3, i.		
Have you provided a copy of any of your company's environmental or social policies, and any related documentation?	Section I, Sub-Clause 10.4		
Have you reviewed the UN Global Compact requirements?	Section I, Sub-Clause 10.4		
Have you sealed and marked the bids according to Instructions to Bidders Clause 16 (hard copy bids) or Clause 17 (electronic bids)?	Section I, Sub-Clause 16 & 17		
If submitted electronically, is the file size of the bid less than 8 MB? (If the file size is above 8 MB, refer to Instructions to Bidders Sub-Clause 17.4)	Section I, Sub-Clause 17.4		
Have you noted the bid closing deadline?	Cover letter, #5		
Have you provided information on annual sales turnover during any one of the last three years to be at least equal to the contract value (from Financial Statements)?	Section I, Sub-Clause 32.3 Financial Capability, a.		
<i>[Delete if not applicable]</i> Have you provided documentary evidence that the bidder has successfully completed at least Three similar contracts within the last five years for supply of goods?	Section I, Sub-Clause 32.3 Financial Capability, c.		
<i>[Delete if not applicable]</i> Have you provided contact details of commercial banks and names of contact persons from whom UNFPA could seek feedback?	Section I, Sub-Clause 32.3 Financial Capability, d.		
<i>[Delete if not applicable]</i> Have you provided sufficient documentation of your company's ability to undertake the contract, i.e., <ul style="list-style-type: none"> <li>- List of similar contracts executed for other clients including contract details.</li> <li>- Evidence that the bidder possesses experience in the geographical</li> </ul>	Section I, Sub-Clause 32.3 Experience & Technical Capacity, b.		

<p>area.</p> <ul style="list-style-type: none"> <li>- At least three years of experience in performing similar contracts.</li> </ul>			
<p><b>[Delete if not applicable]</b> Have you provided sufficient documentation of your company's managerial capability?</p> <ul style="list-style-type: none"> <li>- Details of company's managerial structure.</li> <li>- Quality assurance systems in place.</li> </ul>	Section I, Sub-Clause 32.3 Experience & Technical Capacity, c.		
<p><b>[Delete if not applicable]</b> Have you demonstrated that your company has manufactured and satisfactorily supplied similar goods to a similar extent of the quantity as mentioned against each schedule during any one of the last three years and the goods should have been in use satisfactorily with no adverse report?</p>	Section I, Sub-Clause 32.3 Experience & Technical Capacity, d.		
<p><b>[Delete if not applicable]</b> Have you supplied Client's certificates in support of the satisfactory operation of the goods as specified above?</p>	Section I, Sub-Clause 32.3 Experience & Technical Capacity, e.		
<p><b>[Delete if not applicable]</b> Have you supplied data to support that your company has 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?</p>	Section I, Sub-Clause 32.3 Experience & Technical Capacity, f.		
<p><b>[Delete if not applicable]</b> Have you provided evidence that your company is in the continuous business of manufacturing/supplying and providing after sale services for goods similar to those offered during the last three years prior to bid opening date?</p>	Section I, Sub-Clause 32.3 Experience & Technical Capacity, g.		
<p><b>[Delete if not applicable]</b> Have you provided a brief write-up, backed up with adequate data, explaining available capacity and experience in the manufacture and supply of the required products within the specified time of completion after meeting all their current commitments?</p>	Section I, Sub-Clause 32.3 Experience & Technical Capacity, h.		
<p><b>[Delete if not applicable]</b> Have you disclosed any 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?</p>	Section I, Sub-Clause 32.3 Experience & Technical Capacity, j.		
<p><b>[Delete if not applicable]</b> Have you provided any legally enforceable authorization from the manufacturer assuring full guarantee and warranty obligations as per the tender conditions for the goods offered?</p>	Section I, Sub-Clause 32.3 Experience & Technical Capacity, l.		

### 1. Bid Confirmation Form

*[Complete this page and return it prior to bid opening if you do not intend to bid]*

Date:

To: UNFPA  
*[Insert name of Office & contact person]*

Fax/email: *[Insert UNFPA contact person's fax or email (Not the secure bid fax no./email address)]*

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject: ITB No.: UNFPA/UGA/15/001

YES, we intend to submit a bid.

NO, we are unable to submit a bid in response to the above mentioned Invitation to Bid due to the following reason(s):

- The requested products and services are not within our range of supply
- We are unable to submit a competitive bid for the requested products at the moment
- The requested products are not available at the moment
- We cannot meet the requested specifications
- We cannot offer the requested type of packing
- We can only offer FCA prices
- The information provided for quotation purposes is insufficient
- Your ITB is too complicated
- Insufficient time is allowed to prepare a quotation
- We cannot meet the delivery requirements
- We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc)
- We do not export
- Our production capacity is currently full
- We are closed during the holiday season
- We had to give priority to other clients' requests
- We do not sell directly, but through distributors
- We have no after-sales service available in the recipient country
- The person handling bid is away from the office
- Other (please specify)

**If UNFPA has questions to the bidder concerning this NO BID, UNFPA should contact Mr./Ms. \_\_\_\_\_, phone/email \_\_\_\_\_, who will be able to assist.**

**2. 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/UGA/15/001

To: *Complete name of Purchaser*, UNFPA

Dear Sir / Madam,

We the Undersigned have examined and have no reservations to the Bidding Documents No. UNFPA/UGA/14/001 and amendments. We hereby offer 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 UN General Terms and Conditions and UNFPA specified in the document.

We agree to abide by this bid for a period of 120 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 on .....day 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]*

### 3. Bidders Identification Form

Bid No.UNFPA/UGA/15/001

#### 1. Organization

Company/Institution Name	
Address, City, Country	
Telephone/FAX	
Website	
Date of establishment	
<b>Legal Representative:</b> Name/Surname/Position	
<b>Legal structure:</b> natural person/Co.Ltd, NGO/institution/other (please specify)	
<b>Organizational Type:</b> 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	
Number of staff involved in similar supply contracts	

**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

**4. Performance Statement Form**

(For the last five years)

Bid No. UNFPA/UGA/15/001

Name of Bidder: \_\_\_\_\_

Order No. & Date	Client	Contact person/phone	Description & quantities of ordered items	Value of order (USD)	Date of completion		Satisfactory completion
					As per contract	Actual	

To be attached: Documentary evidence (client's letter or certificate) in support of satisfactory completion of above orders.

\_\_\_\_\_  
Signature and seal of the bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Countersigned by and seal of Chartered Accountant

\_\_\_\_\_  
Date

## 5. Product Item Overview Form

Item No.	Description and minimum /mandatory specifications	Description of items offered and Bidder's statements on deviations (To be completed by the bidder)	Lead Time CPT(Kit Order to be delivered at Entebbe International Airport/ Nakawa, Kampala)(wks) - proposed by the bidder	Compliant? (Y/N) (To be completed by UNFPA during evaluation)
1	Lesu/Cotton Cloth Wrapper -100% cotton printed fabric. 2 Meters x 1.5 meters used by African women to mostly wrap from their waists to legs			
2	<b>T-Shirt</b> - Branded with messages (See Table 2.2)  Medium, Large and X-Large, European standard size; Supplied in dark colors, no white colour.			
3	<b>Slippers</b> -Rubber with PVC strap Various sizes ranging from 7 – 11, European standard			
4	Cotton Wool - 250 grams roll, Cotton Wool, Absorbent			
5	<b>Bucket/Pail</b> - HDPE-High Density Polypropylene, with lifting handle, lid and tapc, plastic with UNFPA logo - size approximately 5.5x8.5 inches Capacity: 15-18 Liters			
6	Underwear - 100% cotton, Female, Size: Large and Extra Large; Colors: Black, and Navy-blue and any dark shade. No white colour			
7	Baby Shawl - 100% cotton, Knitted warm fabric 125 cm X 125 cm (and or +20cm).			
8	Baby Vest - New born cotton vest, Short sleeved, 100% cotton			
9	<b>Laundry Soap</b> - White bar washing soap; 1kg, pre-packed/sealed plastic bag			

## **6. Price Schedule Form**

### **Annex I**

**6.1 Price Breakdown Form**

Item	Description	Unit of Measure	Quantity of Item per Kit	Unit price (FCA) Price will be fixed for Proposed LTA	Country of origin
				Each item	Specify
1	Lesu/Cotton Cloth Wrapper (100% cotton)	Piece	1		
2	T-Shirt Branded	Piece	1		
3	Slippers	Pair	1		
4	Cotton Wool	Roll	1		
5	Bucket	Roll	1		
6	Underwear (100% cotton)	Pair	2		
7	Bar Soap 1 kg	Piece	1		
8	Baby Shawl	Piece	1		
9	Baby Vest	Piece	1		
10	Kitting	Per Kit	1		
	<b>Total</b>	<b>Per kit</b>	<b>1</b>		

**Table 6.1.1 Summary Price Schedule Form**

<b>BIDDER'S PRICES FOR GOODS (Price &amp; Currency to be entered by bidder):</b>						
ITEM/ LOT	DESCRIPTION OF THE GOODS	Annual Estimate QTY (a)	CURRENCY:			
			UNIT PRICE FCA( <b>This price will be fixed through the proposed LTA</b> ) (b)	UNIT PRICE CPT (Entebbe International Airport) (c)	UNIT PRICE CPT (Nakawa Container Terminal, Kampala) (d)	AVERAGE UNIT PRICE CPT $((c + d) / 2) -$ (Evaluation purposes)
1.	Kits as per specification	20,000				

**Table 6.2**

ITEM/ LOT	DESCRIPTION OF THE SERVICES	QUANTITY AND PHYSICAL UNIT	UNIT PRICE per kilo metre
1.	Transport In-country	100-499 kits	
2.	Transport In-country	500-1,000 kits	
3.	Transport in-country	1,001-2000 kits	
4.	Transport In-country	2,001 – 4000 kits	
5.	Transport In-country	4001- 6,000 kits	
6.	Transport In-country	6,001-12, 000 kits	
7.	Transport In-country	12,001 and above kits	

**BIDDER'S SIGNATURE AND CONFIRMATION OF THE ITB**

PROVIDED THAT A PURCHASE ORDER IS ISSUED BY UNFPA WITHIN THE REQUIRED BID VALIDITY PERIOD, THE UNDERSIGNED HEREBY COMMITS, SUBJECT TO THE TERMS OF SUCH PURCHASE ORDER, TO FURNISH ANY OR ALL ITEMS AT THE PRICES OFFERED AND TO DELIVER SAME TO THE DESIGNATED POINT(S) WITHIN THE DELIVERY TIME STATED ABOVE.

<p><i>Exact name and address of company</i></p> <p>COMPANY NAME _____</p>	
<p>ADDRESS _____</p>	<p><b>AUTHORIZED SIGNATURE</b></p>
<p>_____</p>	<p>NAME OF AUTHORIZED SIGNATORY (TYPE OR PRINT)</p>
<p>PHONE NO. _____ FAX NO. _____</p>	<p>FUNCTIONAL TITLE OF SIGNATORY</p>
<p>EMAIL ADDRESS OF CONTACT PERSON _____</p>	
<p>OTHER EMAIL ADDRESSES _____</p>	<p><b>WEB SITE</b> _____</p>

## 7. Joint Venture Partner Information Form

*[The bidder shall fill in this Form in accordance with the instructions indicated below.]*

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

ITB No.: UNFPA/UGA/15/001

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name: <i>[Insert bidder's legal name]</i>
2. JV's Party Legal Name: <i>[Insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[Insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[Insert JV's Part year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[Insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[Insert name of JV's Party authorized representative]</i> Address: <i>[Insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[Insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[Insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[Check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with Instructions to Bidders Sub-Clauses 3.1 and 3.2.  <input type="checkbox"/> JV Agreement, or letter of intent to enter into such an Agreement, signed by the legally authorized signatories of all the parties

**SECTION VI: Contract Forms**



## **1. Contract Forms**

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

- 1) Purchase Order
- 2) Long Term Agreement