



UNITED NATIONS POPULATION FUND

INVITATION TO BID (ITB)

ITB No.: UNFPA/DNK/ITB/21/001

FOR THE SUPPLY OF MENSTRUAL HEALTH MANAGEMENT PRODUCTS

Issued on:

2 March 2021

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March 2, 2021

SECTION 1: LETTER OF INVITATION

Dear Sir/Madam,

The United Nations Population Fund (UNFPA) and the United Nations Children's Fund (UNICEF) invite qualified bidders to participate in a sealed bidding process for the supply of Menstrual Health Management products (reusable menstrual cups, reusable menstrual pads and disposable sanitary pads) for our programmes and third party clients worldwide.

The result of the bidding will be used by UNFPA to establish non-exclusive long term agreements (LTAs) with multiple suppliers/manufacturers. The validity of the LTAs will be 3 (three) years with the possibility of an additional 2 (two) year extension period subject to satisfactory performance and price competitiveness.

Bidders shall not be required to quote for all items. However, Bidders are encouraged to quote for as many items as possible. UNFPA/UNICEF reserve the right to accept all or part of the bid.

Bidders shall acknowledge receipt of this Invitation to Bid according to the Bid Confirmation Form (Section 7 – Form A. Bid Confirmation Form) of this solicitation document by email to Maria Spinaki at spinaki@unfpa.org no later than **19 March 2021** at 17:00 CET Time (<https://www.timeanddate.com/time/zones/cet>) and to indicate whether or not a bid shall be submitted. If you are declining to bid please state the reasons for UNFPA/UNICEF to improve its effectiveness in future invitations.

To enable you to submit a bid, please read the following attached documents carefully:

Section 2: Instructions to Bidders

Section 3: Data Sheet

Section 4: Evaluation Criteria

Section 5: Technical Requirements and Technical Specifications

Annex 5.1: Packing Specifications

Section 6: Conditions of Contract

Annex 6.1: UNFPA/UNICEF General Conditions of Contract

Annex 6.2: UNFPA Long Term Agreement

Annex 6.3: UNFPA Trilateral Agreement

Annex 6.4: UNFPA Purchase Order

Annex 6.5: UNICEF General Conditions of Contract

Section 7: Bidding Forms

Form A: Bid Confirmation Form

Form B: Checklist

Form C: Bid Submission Form

UNFPA/DNK/ITB/21/001 for the supply of menstrual health management products

Form D: Bidder Information Form

Form E: Eligibility and Qualification Form

Form F: Drive – Questionnaire on corporate social responsibility

Form G.1: Technical Bid Form

Form G.2: Questionnaire for Menstrual Health management (MHM) products

Form H: Financial Bid Form

Bidding shall be conducted through a **TWO-envelope system**. Interested Bidders are requested to submit their Technical Bid separately from their Financial Bid containing price information. Bidders are requested to carefully read Section 2 – Instructions to Bidders where detailed instructions of the submission process are provided. It is the Bidder's responsibility to assure compliance with the submission process. If the emails are not submitted per the instructions, UNFPA/UNICEF will neither assume responsibility for the bid's misplacement or premature opening nor guarantee the confidentiality of the Bid process. Incorrect submissions might result in your Bid being declared invalid.

Questions relating to the attached documents, if any, shall be sent latest by **15 March 2021, at 17:00 CET Time** (<https://www.timeanddate.com/time/zones/cet>) in writing to the following UNFPA personnel:

Maria Spinaki, Contracts Associate, email: spinaki@unfpa.org

Responses to all questions received will be handled in accordance to the instructions included in Section 2 - Instructions to Bidders, clause 9. Clarification of solicitation documents.

Do not submit a Bid to this contact, or your Bid will be declared invalid, as UNFPA/UNICEF will not be able to guarantee the confidentiality of the Bid process.

Your Bid shall be submitted electronically (more instructions under Section 2 - Instructions to Bidders, Clause 30. Instructions for bid submission) and shall reach UNFPA's secure inbox bidtender@unfpa.org no later than **30 March 2021, at 17:00 CET Time** (<https://www.timeanddate.com/time/zones/cet>).

Sample evaluation will be part of the Technical Evaluation. Please refer to Section 2 – Instructions to Bidders, Clause 13. Documents comprising the bid and Clause 16. Technical Bid for more details.

UNFPA/UNICEF shall invite only bidders whose bid has been determined to be substantially responsive up to that stage, to submit their samples within 10 calendar days to Copenhagen, Denmark. The exact address for the sample submission will be communicated to those bidders by email.

When submitting the Bid to our secure email address bidtender@unfpa.org, **do not submit Bid documents to any other email address**. Sending a Bid to any other email address, including as a carbon copy (cc), will violate confidentiality and result in the invalidation of the Bid.

Bids received after the stipulated date and time shall not be accepted under any circumstances. Bids submitted to any other email address than bidtender@unfpa.org shall be rejected. Bids received in hard copy (by post or courier) shall not be registered and shall be returned unopened or shall be shredded.

The bid shall be opened virtually on **7 April 2021 at 13:00 CET Time** (<https://www.timeanddate.com/time/zones/cet>) at UN City, Marmorvej 51, 2100 Copenhagen, Denmark. Bidders or their authorized representatives may attend the bid online opening. Kindly confirm by email to Maria Spinaki at spinaki@unfpa.org by **30 March 2021 at 17:00 CET Time** (<https://www.timeanddate.com/time/zones/cet>) whether your company shall be represented at the bid opening.

UNFPA/DNK/ITB/21/001 for the supply of menstrual health management products

UNFPA/UNICEF are part of the United Nations Global Marketplace (<http://www.ungm.org>). The UNGM is the procurement portal of the United Nations system. All bidders are requested to register in UNGM by creating a vendor profile, UNGM registration is a requirement for any eventual award. 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: <https://www.ungm.org/Public/Pages/RegistrationProcess>

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

We look forward to receiving your Bid and thank you in advance for your interest in UNFPA/UNICEF procurement opportunities.

Maria Spinaki

UNFPA Procurement Services Branch

SECTION 2: INSTRUCTIONS TO BIDDERS

GENERAL	
<p>1. Scope</p>	<p>UNFPA's Procurement Services Branch (PSB) and UNICEF invite qualified Bidders to submit a bid for the supply of Menstrual Health Management products (reusable menstrual cups, reusable menstrual pads and disposable sanitary pads) specified in Section 5: Technical Specifications and Requirements, in accordance with this Invitation to Bid (ITB). A summary of the scope of the bid is included in Section 3: Data Sheet.</p> <p>Bidders shall adhere to all the requirements of this ITB, including any amendment made in writing by UNFPA/UNICEF. This ITB is conducted in accordance with Policies and Procedures of UNFPA which can be accessed at https://www.unfpa.org/admin-resource/policy-and-procedures-regular-procurement.</p>
<p>2. Interpretation of the ITB</p>	<p>Any bid submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of the bid by UNFPA/UNICEF. UNFPA/UNICEF are under no obligation to award a contract to any bidder as a result of this ITB.</p>
<p>3. Code of Conduct</p> <p>1. Fraud and Corruption</p> <p>2. Zero Tolerance</p>	<p>All bidders must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</p> <p>Moreover, suppliers should note that certain provisions of the Code of Conduct will be binding on the supplier in the event that the supplier is awarded a contract, pursuant to the terms and conditions of any such contract. To ensure that UNFPA/UNICEF suppliers operate responsibly and in accordance with UN Supplier Code of Conduct, UNFPA Procurement Procedures and General Conditions of Contract in areas related to labour, human rights, environment and ethical conduct, UNFPA/UNICEF reserve the right, in its sole discretion, to conduct a full social sustainability inspection (announced or unannounced) at the Supplier's site at any point in time during the course of the LTA, including any extension period. The Suppliers shall grant UNFPA/UNICEF or its authorized inspection agent access to their facilities at all reasonable times and make available all the documentation required by the Inspector. Supplier shall provide reasonable assistance to the Inspector for such appraisal.</p> <p>The bidder must acknowledge that UNFPA/UNICEF strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, and collusion, unethical or unprofessional practices.</p> <p>In pursuance of this policy, UNFPA/UNICEF:</p> <p>(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) Further to the UNFPA's / UNICEF's vendor sanctions policy, shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNFPA/UNICEF contract;</p> <p>UNFPA's policy regarding fraud and corruption applies fully to this Invitation to Bid. The submission of any offer implies that the Bidder is aware of this policy. Accordingly, any company that is found to have undertaken unethical, unprofessional, or fraudulent activities, will be temporarily suspended or permanently debarred from business relations with UNFPA/UNICEF.</p>

	<p>UNFPA has adopted a zero tolerance policy on gifts and hospitality. Bidders are therefore requested not to send gifts or offer hospitality to UNFPA personnel. If interested on reading further on this policy, please select Zero Tolerance Policy.</p>
<p>4. Eligible bidders</p>	<p>The bid is open to primary manufacturers and Marketing, Supply and Distribution Agreement Representatives of the Manufacturer who meet the quality standards outlined in this tender. Due to the nature of the requirements, priority will be given to proposals from manufacturers.</p> <p>Bidders shall have the legal capacity to enter into a binding contract with UNFPA/UNICEF.</p> <p>A bidder, and all parties constituting the bidder, may have the nationality of any country with the exception of the nationalities, if any, listed in Section 3: Data Sheet. A bidder shall be deemed to have the nationality of a country if the bidder it is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.</p> <p>All bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by UNFPA/UNICEF to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods, services or works required in the present procurement process.</p> <p>Bidders shall not be eligible to submit a bid if at the time of bid submission:</p> <ul style="list-style-type: none"> • is included in the Ineligibility List, hosted by UNGM, that aggregates information disclosed by Agencies, Funds or Programs of the UN System; • is included in the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267/1989 list. • is included in the World Bank Corporate Procurement Listing of Non-Responsible Vendors and World Bank Listing of Ineligible Firms and Individuals • Is listed in UNFPA’s ineligibility list as defined in UNFPA Policy for Vendor Review and Sanctions; <p>A Group of corporate entities (“Group”) shall only submit one bid on behalf of the Group in response to this ITB. For purposes of this clause, an entity forms a Group with another legal entity that it controls, controls it, or with which it is under common control. For these purposes, a controlled legal entity means:</p> <ol style="list-style-type: none"> (a) A corporate entity in which the other entity owns or otherwise controls, whether directly or indirectly, over 50% (fifty percent) of voting shares thereof; or, (b) Any entity over which the other entity exercises effective managerial control.
<p>5. Eligible goods and associated services</p>	<p>All goods and associated services to be supplied under the contract shall have their origin in any country, and all expenditures made under the contract will be limited to such goods and services.</p> <p>For purposes of this clause, “origin” means the place where the goods are grown, produced, manufactured or processed. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>The origin of goods is distinct from the nationality of the bidder.</p>
<p>6. Green Procurement</p>	<p>UNFPA strives to minimize the harmful effects on the environment, resulting from the supply, production and transportation of products and services.</p>

	<p>Suppliers are encouraged to develop more sustainable products and services and to initiate new, green business models that support a circular loop of manufacturing materials and services.</p> <p>Suppliers, manufacturers and service providers should also minimize the impact of end user product's disposal.</p> <p>It is UNFPA's ambition, through an inclusive and assisting approach, to include all partners in this journey. For this reason, we invited bidders to provide information about their environmentally sustainable programmes and implemented measures for green manufacturing, packaging, distribution and disposal.</p> <p>For more information, please consult: https://www.unfpa.org/resources/green-procurement-strategy</p>
7. Proprietary information	<p>The ITB documents and any specifications, plans, drawings, patterns, samples or information issued or furnished by UNFPA/UNICEF are issued solely for the purpose of enabling a bid to be completed and may not be used for any other purpose. The ITB documents and any additional information provided to bidders shall remain the property of UNFPA/UNICEF. All documents and samples which may form part of the bid will become the property of UNFPA/UNICEF, who will not be required to return them to your firm.</p>
8. Publicity	<p>During the ITB process, a bidder is not permitted to create any publicity in connection with the ITB.</p>
SOLICITATION DOCUMENTS	
9. Clarification of solicitation documents	<p>Bidders may request clarifications on any of the ITB documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.</p> <p>UNFPA/UNICEF will provide the responses to clarifications in writing through the method specified in Section 3: Data Sheet.</p> <p>UNFPA/UNICEF shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNFPA/UNICEF to extend the submission date of the bids, unless UNFPA/UNICEF deems that such an extension is justified and necessary.</p>
10. Amendment of solicitation documents	<p>At any time prior to the deadline of bid submission, UNFPA/UNICEF may for any reason, such as in response to a clarification requested by a bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders through the method specified in Section 3: Data Sheet.</p> <p>If the amendment is substantial, UNFPA/UNICEF may extend the Deadline for submission of bids to give the bidders reasonable time to incorporate the amendment into their bids.</p>
PREPARATION OF BIDS	
11. Cost of preparation of bid	<p>The bidder shall bear all costs related to the preparation and/or submission of the bid, regardless of whether its bid is selected or not. UNFPA/UNICEF shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
12. Language	<p>The bid, as well as any and all related correspondence exchanged by the shall be written in the language(s) specified in Section 3: Data Sheet</p>
13. Documents comprising the bid	<p>The bid shall comprise of the following documents and related forms which details are provided in Section 3: Data Sheet:</p> <p>a) Documents establishing the eligibility and qualifications of the bidder;</p>

	<p>b) Technical bid c) Price Schedule/Financial bid</p> <p>Bidders are expected to examine all instructions, forms, specifications, terms and conditions contained within this UNFPA/UNICEF 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.</p>
14. Documents establishing eligibility and qualifications of the bidder	The bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided in Section 4 and Section 7 and providing the documents and required in those forms. In order to award a contract to a bidder, its qualifications must be documented to UNFPA/UNICEF's satisfaction.
15. Partial Bids	Bidders shall be allowed to quote prices for one or more lots identified in Section 3: Data Sheet and Section 5. Technical Specifications and Requirements.
16. Technical Bid	The bidder is required to submit a technical bid using the Form provided in Section 7 and taking into consideration the requirements in the ITB in Section 3 Data Sheet and Section 4. Evaluation Criteria
17. Price Schedule and Financial Bid	The bidder is required to submit a financial bid using the Form provided in Section 7 and taking into consideration the requirements in the ITB included in the Section 3: Data Sheet and Section 4. Evaluation Criteria - Evaluation of Prices.
18. Bid Currencies	<p>All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet.</p> <ul style="list-style-type: none"> • UNFPA/UNICEF will convert the currency quoted in the bid into the UNFPA/UNICEF preferred currency, in accordance with the prevailing UN Operational Rate of Exchange on https://treasury.un.org/operationalrates/OperationalRates.php; and • In the event that UNFPA/UNICEF selects a bid for award that is quoted in a currency different from the preferred currency in Section 3: Data Sheet, UNFPA/UNICEF shall reserve the right to award the contract in the currency of UNFPA/UNICEF's preference, using the conversion method specified above.
19. Duties and taxes	Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNFPA/UNICEF as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All bids shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in Section 3: Data Sheet.
20. Bid validity period	<p>Bids shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of bids. A bid valid for a shorter period may be rejected by UNFPA/UNICEF and rendered non-responsive.</p> <p>During the bid validity period, the bidder shall maintain its original bid without any change, including the availability of the key personnel, the proposed rates and the total price.</p> <p>In exceptional circumstances, prior to the expiration of the bid validity period, UNFPA/UNICEF may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing, and shall be considered integral to the bid.</p> <p>If the bidder agrees to extend the validity of its bid, it shall be done without any change to the original bid.</p> <p>The bidder has the right to refuse to extend the validity of its bid, in which case, the bid shall not be further evaluated.</p>

21. Most favoured customer price certification	By submitting an offer, the proposer certifies that, for Long Term Agreements / Purchase Orders / Contracts resulting from this ITB, UNFPA/UNICEF is not being charged more than other clients for similar equipment and similar quantities and within similar circumstances. Should a Bidder be found to have done so, it must offer the lower cost to UNFPA/UNICEF.
22. Incoterms	The INCOTERM shall be governed by the rules prescribed in the 2020 edition of INCOTERMS, published by The International Chamber of Commerce. The INCOTERM rules and place of destination is specified in Section 3. Data Sheet
23. Only one bid	<p>The bidder shall submit only one bid.</p> <p>Bids submitted by two (2) or more bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> ● they have at least one controlling partner, director or shareholder in common; or ● any one of them receive or have received any direct or indirect subsidy from the other/s; or ● they have the same legal representative for purposes of this ITB; or ● they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the bid of another bidder regarding this ITB process; ● they are subcontractors to each other's bid, or a subcontractor to one bid also submits another bid under its name as lead bidder; or some key personnel proposed to be in the team of one bidder participates in more than one bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one bid.
24. Alternative bids	<p>Unless otherwise specified in Section 3: Data Sheet, alternative bids shall not be considered. If submission of alternative bid is allowed in Section 3: Data Sheet, a bidder may submit an alternative bid, but only if it also submits a bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNFPA/UNICEF reserve the right to award a contract based on an alternative bid.</p> <p>If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid". If no indication is provided as to which bid is the main bid and which is/are the alternative bid(s), then all bids will be rejected.</p>
25. Errors or omissions	<p>Bidders shall immediately notify UNFPA/UNICEF in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the ITB, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p> <p>Bidders shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p>
26. Bidders responsibility to inform themselves	<p>Bidders shall be responsible for informing themselves in preparing their bid. In this regard, bidders shall ensure that they:</p> <ul style="list-style-type: none"> ● examine and fully inform themselves in relation to all aspects of the ITB, including the Contract and all other documents included or referred to in this ITB; ● review the ITB to ensure that they have a complete copy of all documents; ● obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable enquiry; ● verify all relevant representations, statements and information, including those contained or referred to in the ITB; ● fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods and/or services; and

	<ul style="list-style-type: none"> form their own assessment of the nature and extent of the goods and /or services required as included in Section 5: Technical Requirements and Technical Specifications and properly account for all requirements in their bid. <p>Bidders acknowledge that UNFPA/UNICEF, their directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this ITB or any other information provided to the bidders.</p>
27. No material change(s) in circumstances	<p>The bidder shall inform UNFPA/UNICEF of any change(s) of circumstances arising during the ITB process, including but not limited to:</p> <ul style="list-style-type: none"> a change affecting any declaration, accreditation, license or approval; major re-organisational changes, company restructuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the bidder or its major sub-contractors; a change to any information on which UNFPA/UNICEF may rely in assessing bids.
SUBMISSION AND OPENING OF BIDS	
28. Instruction for bid submission	<p>The bidder shall submit a duly signed and complete bid comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The Price Schedule shall be submitted SEPARATELY from the Technical Bid. The bid shall be delivered according to the method specified in Section 3: Data Sheet.</p> <p>The bid shall be signed by the bidder or person(s) duly authorized to commit the bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or, if requested, a Power of Attorney, accompanying the bid.</p> <p>Bidders must be aware that the mere act of submission of a bid, in and of itself, implies that the bidder fully accepts UNFPA/UNICEF General Conditions of Contract.</p>
29. Separate Technical and Financial Bids	<p>The Technical and Financial Bids shall be submitted SEPARATELY:</p> <p>The technical portion of the bid shall be prepared in accordance with Section 2: Instructions to bidders and shall include the requested documentation as per Clause 16. Technical Bid.</p> <ul style="list-style-type: none"> The financial portion of the bid shall be prepared in accordance with Section 2: Instructions to bidders and Clause 17. Financial Bid. <p>The bidder shall submit a duly signed and complete bid comprising the documents and forms in accordance with requirements in Section 2: Instructions to Bidders, Clause 14: Documents establishing eligibility and qualifications of the bidder.</p> <p>The bid shall be delivered according to the method specified in Section 3: Data Sheet.</p> <p>The bid shall be signed by the bidder or person(s) duly authorized to commit the bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or, if requested, a Power of Attorney, accompanying the bid.</p> <p>Bidders must be aware that the mere act of submission of a bid, in and of itself, implies that the bidder fully accepts the UNFPA/UNICEF General Conditions of Contract.</p>
30. Instructions for bid submission	<p>The bidder shall submit a duly signed and complete bid comprising the documents and forms in accordance with requirements Bids should be submitted electronically in accordance with requirements in Section 3: Data Sheet.</p> <p>Bidders shall prepare their responses following the instructions given in Section 2: Instructions to Bidders, Clauses 11-27 and Section 3. Data Sheet.</p>

<p>31. Deadline for bid submission</p>	<p>Complete bids must be received by UNFPA/UNICEF in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Bid should be submitted, refer to http://www.timeanddate.com/worldclock/. In order to avoid last minute internet congestion bidders are recommended to send their bid as early as possible before the deadline.</p> <p>UNFPA/UNICEF may, at its discretion, extend this deadline for the submission of bids by amending the solicitation documents in accordance with this Section 2: Instructions to Bidders, Clause: 10 Amendment of solicitation documents and such change shall be posted in UNGM before the expiration of the original period. In this case, all rights and obligations of UNFPA/UNICEF and bidders subject to the previous deadline will thereafter be subject to the new deadline as extended.</p>
<p>32. Withdrawal, substitution and modification of bids</p>	<p>A bidder may withdraw, substitute or modify its bid after it has been submitted at any time prior to the deadline for submission by sending a written notice to UNFPA/UNICEF, duly signed by an authorized representative and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of bids, by clearly marking them as "WITHDRAWAL", "SUBSTITUTION" OR "MODIFICATION".</p> <p>However, after the deadline for bid submission, the bids shall remain valid and open for acceptance by UNFPA/UNICEF for the entire bid validity period, as may be extended.</p>
<p>33. Storage of bids</p>	<p>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 Section 3: Data Sheet. No responsibility shall be attached to UNFPA/UNICEF for prematurely opening an improperly addressed and/or identified bid.</p>
<p>34. Bid opening</p>	<p>Bids will be opened by a committee formed by UNFPA/UNICEF. consisting of at least two (2) personnel.</p> <p>Bidders may attend the opening of the bids if stated in Section 3: Data Sheet.</p> <p>The bidders' names, modifications, withdrawals, bid prices, the condition of the envelope labels/seals, the number of folders/files and all other such details as UNFPA/UNICEF may consider appropriate will be announced at the opening. No bid shall be rejected at the opening stage, except for late submissions.</p>
<p>35. Late bids</p>	<p>Any bid received by UNFPA/UNICEF after the deadline for submission of bids will be destroyed unless the bidder requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned bidding documents.</p> <p>In exceptional circumstances, late bids may be accepted if it is determined that the submission was sent in ample time prior to the bid closing and the delay could not be reasonably foreseen by the bidder or was due to force majeure.</p>
<p>EVALUATION OF BIDS</p>	
<p>36. Confidentiality</p>	<p>Information relating to the examination, evaluation, and comparison of bids, and the recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>Any effort by a bidder or anyone on behalf of the bidder to influence UNFPA/UNICEF in the examination, evaluation and comparison of the bids or contract award decisions may, at UNFPA's / UNICEF's decision, result in the rejection of its bid and may subsequently be subject to the application of prevailing UNFPA's / UNICEF's vendor sanctions procedures.</p>
<p>37. Evaluation of bids</p>	<p>UNFPA/UNICEF shall evaluate a bid using only the methodologies and criteria defined in this</p>

	<p>ITB. No other criteria or methodology shall be permitted.</p> <p>UNFPA/UNICEF shall conduct the evaluation solely on the basis of the bids received according to the evaluation criteria in Section 4.</p> <p>Evaluation of bids shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> a) Preliminary examination b) Evaluation of eligibility and qualification c) Evaluation of technical bids and samples d) Evaluation of financial bids, for bids found to be substantially compliant <p>After completion of the evaluation, but prior to award, UNFPA/UNICEF shall conduct a Post-qualification assessment of the bidder recommended for award as per Clause 45: Post-qualification, below.</p> <p>The evaluation of technical and financial bids will be conducted per Lot:</p> <p>Lot A: Reusable menstrual cups</p> <p>Lot B: Reusable menstrual pads and disposable sanitary pads</p>
38. Preliminary examination	<p>UNFPA/UNICEF shall examine the bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the bids are generally in order, among other indicators that may be used at this stage. UNFPA/UNICEF reserve the right to reject any bid at this stage.</p>
39. Evaluation of eligibility and qualification	<p>Eligibility and Qualification of the bidder will be evaluated against the Eligibility/Qualification requirements specified in Section 4: Evaluation Criteria and in article 4: Eligible Bidders</p>
40. Evaluation of technical bids	<p>Technical evaluation will be conducted to establish substantial compliance, as per the criteria included in Section 4: Evaluation Criteria. When the bid varies in one or more aspect/s from the minimum technical specifications and delivery requirements specified in Section 5: Technical Requirements and Technical Specifications, the bid will not be considered substantially compliant and will not be evaluated further.</p>
41. Evaluation of prices	<p>The Financials Bids will be evaluated on the basis of their responsiveness to Section 4- Evaluation of Prices and Section 7, Form H – Financial Bid Form.</p> <p>The Financial Bid will be opened only for those Bidders whose Technical Bids have passed both Step 1 – Technical Evaluation and Sample Evaluation.</p> <p>The prices of bids found to be substantially compliant, will be compared to identify the most substantially compliant bid which represents the lowest overall costs to UNFPA/UNICEF. Comparison of prices will be conducted solely based on the following:</p> <p>Section 7: Form H – Financial Bid, Column Price per sales pack size for delivery FCA nearest seaport or airport (packaging and palletisation included) in USD.</p> <p>In case different sales pack sizes are offered, the comparison will be made on the unit price calculated by taking the item price per sales pack size and dividing it by the quantity in the package.</p> <p>The objective is to identify and establish multiple LTAs for each of the products and sizes, to enable full coverage of the solicited items.</p>
42. Post-qualification	<p>UNFPA/UNICEF reserve the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by

	<p>the bidder;</p> <ul style="list-style-type: none"> b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or with previous clients, or any other entity that may have done business with the bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the bidder’s offices, branches or other places where business transpires, with or without notice to the bidder. The Bidder shall permit UNFPA/UNICEF representatives access their facilities at any reasonable time to inspect the premises that shall be used for the production, testing, packaging and storage 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; f) Other means that UNFPA/UNICEF may deem appropriate, at any stage within the selection process, prior to awarding the contract. <p>Bidders 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.</p>
<p>43. Clarification of bids</p>	<p>UNFPA/UNICEF may request clarification or further information in writing from the bidders at any time during the evaluation process. The bidders’ responses shall not contain any changes regarding the substance or price of the bid, except to confirm the correction of arithmetic errors discovered by UNFPA/UNICEF in the evaluation of the bids, in accordance with Instructions to Bidders, Article 25 Errors or omissions UNFPA/UNICEF may use such information in interpreting and evaluating the relevant bid but is under no obligation to take it into account.</p>
<p>44. Responsiveness of bid</p>	<p>UNFPA’s/UNICEF’s determination of a bid’s responsiveness is to be based on the contents of the bid itself. 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:</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the goods, services and/or works specified in the contract; or b) limits in any substantial way, inconsistent with the bidding documents, UNFPA’s/UNICEF’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. <p>UNFPA / UNICEF considers material deviation to include, but not be limited to the following situations:</p> <ol style="list-style-type: none"> 1. During preliminary examination of bids (verification of formal criteria) <ul style="list-style-type: none"> a. 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; b. 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;

	<p>c. Non historical documents required in the solicitation documents 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;</p> <p>d. Non eligibility of the Bidder;</p> <p>e. Financial information is included in the technical bid when using the two-envelope method.</p> <p>2. During technical evaluation of bids and qualification of Bidders:</p> <p>a. Specifications of the item quoted vary in one or more significant respect(s) from the minimum required technical requirements.</p> <p>b. The Bidder does not meet the minimum conditions for qualification.</p> <p>3. During financial evaluation of bids:</p> <p>a. The Bidder does not accept the required price correction as per Clause 48: Nonconformities, reparable errors and omission, below.</p> <p>b. Required price components are missing.</p> <p>If a bid is not substantially responsive, it shall be rejected by UNFPA/UNICEF and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission.</p>
<p>45. Nonconformities, reparable errors and omission</p>	<p>Provided that a bid is substantially responsive, UNFPA/UNICEF may waive any non-conformities or omissions in the bid that, in the opinion of UNFPA/UNICEF, do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other bidders.</p> <p>Provided that a bid is substantially responsive UNFPA/UNICEF may request the bidder to submit the necessary information or documentation, within a reasonable period, 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.</p> <p>For bids that have passed the preliminary examination, UNFPA/UNICEF shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) 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/UNICEF there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; b) 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; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected.</p>
<p>46. Right to accept any bid and to reject any or all bids</p>	<p>UNFPA/UNICEF reserve the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for UNFPA's /UNICEF's action. UNFPA/UNICEF shall not be obliged to award the contract to the lowest priced offer and the bidders waive all rights to appeal against the decision made by UNFPA/UNICEF.</p>

47. UNFPA's right to annul a bidding process	UNFPA/UNICEF reserve 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 / UNICEF's action.
48. Samples	<p>Where required as per Section 3: Data sheet, free, non-returnable samples shall be provided by the bid submission deadline for evaluation and testing by UNFPA/UNICEF or their representative, of the item and/or the packing and packaging, prior to any award. Samples will be subject to technical review and laboratory analysis where appropriate. Samples provided to UNFPA/UNICEF are non-returnable, unless otherwise stated. Samples should be marked with the ITB number.</p> <p>If a bidder fails to provide samples or documents requested by UNFPA/UNICEF in a timely manner, UNFPA/UNICEF may declare the bid unsuccessful.</p>
AWARD OF CONTRACT	
49. Award criteria	<p>In the event of a Contract award, UNFPA/UNICEF shall award the Contract to a bidder who has been determined as eligible and qualified and whose bid has been determined to be the lowest priced, substantially compliant offer to the ITB. Due to the nature of the requirements, priority will be given to proposals from manufacturers. UNFPA/UNICEF reserve the right to conduct negotiations with the bidder(s) recommended for award on the content of their bid.</p> <p>The LTA will be established between the successful Bidder(s) and UNFPA/UNICEF to allow UNFPA/UNICEF to contract the provision of the specified goods. The resultant LTA represents an offer on the part of the successful Bidder(s) to provide UNFPA with goods, at the prices agreed and under the Conditions of Contract detailed for the duration of the LTA. These LTAs will not be considered as contracts, nor oblige UNFPA/UNICEF to any financial commitment whatsoever. Only Purchase Orders made pursuant to such LTAs will constitute a commitment on UNFPA's / UNICEF's part.</p>
50. Notification of award	Prior to the expiration of the period of bid validity, UNFPA/ UNICEF will notify the successful bidder in writing by email that its bid has been accepted. Please note that the bidder, if not already registered at the appropriate level in UNGM, will be required to complete the vendor registration process on the UNGM prior to the signature and finalization of the contract.
51. Debriefing	In the event that a bidder is unsuccessful, the bidder may request a debriefing from UNFPA/UNICEF. The purpose of the debriefing is to discuss the strengths and weaknesses of the bidder's submission, in order to assist the bidder in improving its future bids for UNFPA/UNICEF procurement opportunities. The content of other bids and how they compare to the bidder's submission shall not be discussed.
52. Sharing of Agreement among UN Agencies	Once contracted, the supplier agrees that UNFPA/UNICEF is free to share this agreement with other UN Agencies for their use in direct ordering under the same prices and conditions as stated in the agreement.
53. Publication of Contract Award	UNFPA will publish the contract award on United Nations Global Marketplace http://www.ungm.org , with the ITB reference number, the LTA reference number, the information of the awarded bidder company name and country, the description of the goods awarded, the LTA effective date and validity period.
54. Data Sharing	The Bidder acknowledges and agrees that UNFPA may collect, use, process, transfer and publish Bidder information and data relating to, or in connection with, the provision of the Procurement Service (the "Information") for purposes of providing the Procurement Services in accordance with UNFPA's mandate and to improve the global availability of reproductive health suppliers (the "Specified Purposes"). UNFPA will not collect, use, process, transfer or

	publish the Information in a form that personally identifies a natural person except to the extent necessary to achieve the Specified Purpose.
55. Secondary Bidding	<p>Upon the establishment of a LTA with the successful Bidder(s), UNFPA/UNICEF reserve the right to use the secondary bidding process each time there is a requirement for the Goods and related Services described in the LTA. If secondary bidding would be applied, the following aspects will be taken into consideration:</p> <p>i. A Request for Quotation (RFQ) will be sent to those suppliers with whom an LTA has been signed for the required goods/services.</p> <p>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.</p> <p>iii. Quotations will be evaluated on the lowest prices. UNFPA reserves the right to either purchase CPT or FCA to the nearest airport/port and to contract the freight component separately, whichever combination is in the best interest of UNFPA.</p> <p>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.</p> <p>v. In order for UNFPA/UNICEF 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.</p> <p>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.</p> <p>vii. The successful Bidder(s) may be requested to quote for Goods and Related Services not listed in the LTA.</p> <p>Bidder(s) invited to a secondary bidding, but who systematically do not respond regularly to UNFPA/UNICEF RFQs without valid justification may not continue to be invited to submit quotations.</p>
56. UN standard payment terms	<p>UNFPA's/UNICEF's payment terms are net 30 days upon receipt of shipping documents, invoice and other documentation required by the order.</p> <p>In order for UNFPA/UNICEF to process payment, the invoice must clearly indicate the relevant Purchase Order number, the FCA price of each item number on the Purchase Order and the quoted freight cost (if applicable).</p>
57. Liquidated Damages	If specified in Section 3: Data Sheet, UNFPA/UNICEF shall apply Liquidated Damages for the damages and/or risks caused to UNFPA/UNICEF resulting from the Contractor's delays or breach of its obligations as per the Contract.
58. Bid protest	Any bidder that believes to have been unjustly treated in connection with this bid process or any contract that may be awarded as a result of such bid process may submit a complaint directly to UNFPA Chief at Procurement Services Branch at procurement@unfpa.org , who will then make an assessment of the complaint and provide a reply to the supplier within 10 calendar days, if required.

<p>59. Delivery arrangements and documentation</p>	<p>UNFPA/UNICEF reserve the right to either purchase CPT or FCA to the nearest airport/port and to contract the freight component separately, whichever combination is in the best interest of UNFPA/UNICEF.</p> <ul style="list-style-type: none"> • Specific to UNFPA only <p>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:</p> <p>Although prices under this LTA will be fixed mainly on a FCA basis, the Purchase Orders will, in the majority of the cases, be placed under FCA or CPT delivery terms. However, other incoterms, such as DAP, might be utilized on special occasions;</p> <p>The maximum LTA Delivery Lead Time FCA 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;</p> <p>Upon requests, the supplier shall submit binding freight quotations to UNFPA for each Purchase Order. For freight quotations below USD 100,000, UNFPA will go with supplier's freight. For freight quotations above USD 100,000, UNFPA will compare supplier's offer for freight with other freight LTA offers and choose the cheapest 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;</p> <p>The agreed UNFPA Purchase Order Due Date is provided inclusive of 1 week for pre-shipment inspection.</p> <p>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 customs clearance. ATD is defined as the actual date and time the vessel departs for shipment after either sampling and testing or pre-shipment inspections have taken place and green light has been provided.</p> <p>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, if not stated differently in the purchase order.</p> <p>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.</p> <p>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.</p> <p>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 either sampling and testing or pre-shipment inspections have taken place and green light has been provided.</p>
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	<p>a. Certificates of Origin issued by Chamber of Commerce b. Certificates of Analysis c. Quality certificates: ISO, CE, GMP, etc. e. Certificates of Conformity f. Any other certificates (if applicable)</p> <p>Upon or before shipment of the Goods, the Supplier 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). One set of original documents shall be kept on file by the supplier on behalf of UNFPA for at least seven (7) years. UNFPA may for any reason and at any time request for such documents to be sent to designated recipients.</p> <ul style="list-style-type: none"> ● Specific to UNICEF <p>A detailed packing list including UNICEF’s Purchase order number, UNICEF’s material number, UNICEF’s material description, quantity and batch number/s if applicable, shall be attached to both short sides of minimum the first pallet of the shipment.</p> <p>In case of FCA deliveries the manufacturing period until goods are available for dispatch from the point of origin. UNICEF will monitor and measure the performance of the successful proposer(s), in comparison with guaranteed minimum lead time indicated in this ITB. Accordingly, it is imperative that the Bidders state realistic guaranteed minimum lead times.</p>
<p>60. Delay of delivery</p>	<p>In the event of a delay in the delivery of a Purchase Order, the supplier shall immediately and not later than one week from the knowledge of such delay, notify the UNFPA/UNICEF Country Focal Point in writing, requesting an extension of the delivery date, clearly stating the nature of the delay (including supporting documentation) and the proposed new delivery date. The UNFPA/UNICEF Country Focal Point shall ascertain the facts and extent of delay, and extend time for performance when in its judgment of the facts justify such an extension. The UNFPA/UNICEF Country Focal Point’s findings thereon shall be final and conclusive subject only to the Supplier’s right of appeal under the arbitration clause of the contract.</p>
<p>61. Supplier performance evaluation</p>	<p>UNFPA will monitor the supplier performance on a half-yearly basis in order to ensure a well-functioning and efficient supply chain. The results of the evaluation will be communicated to the Supplier in order to enable the relevant business improvements. The extension of this LTA for a maximum of one additional period of two (2) years will take into consideration the results of the performance evaluation. The evaluation shall be based in Quantitative indicators such as Delivery Timeliness and LTA lead-time and Qualitative Indicators such as Handling of Documents, Adherence to the Technical Specifications and Communication efficiency. UNFPA has the right to adjust the criterion for evaluation at its discretion. More detailed information on the scoring will be provided to the awarded bidders. UNFPA reserves the right to discontinue any LTA if the suppliers’ performance is not satisfactory to UNFPA</p>

SECTION 3: DATA SHEET

The following specific data shall complement, supplement or amend the Provisions in Section 2: Instructions to Bidders. In case there is a conflict, the provisions herein shall prevail over those in Section 2: Instructions to Bidders.

	Specific Instructions / Requirements
Scope	<p>The reference number of this Invitation to Bid (ITB) is UNFPA/DNK/ITB/21/001</p> <p>The tender includes the supply of menstrual health management (MHM) products (reusable menstrual cups, reusable menstrual pads and disposable sanitary pads) in support of UNFPA's/UNICEF's programmes and/or Third Party clients around the world as further described in Section 5 of this ITB.</p> <p>Based on the results of this competitive bidding exercise, UNFPA/UNICEF intend to enter into multiple non-exclusive Long Term Agreement(s) (LTAs) with the successful bidder(s) for the supply of an indefinite quantity of the specified products in support of UNFPA/UNICEF's operations. In the event of UNFPA/UNICEF signing Long Term Agreement(s), the following shall apply:</p> <p>The successful bidder shall accord the same terms and conditions to any other organisation within the United Nations System that wishes to avail of such terms, after written consent from UNFPA/UNICEF.</p> <p>The expected duration of the LTA is: 3 (three) years with the possibility of an additional 2 (two) year extension period, subject to the Supplier's satisfactory performance and competitiveness of prices.</p> <p>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: https://unstats.un.org/unsd/methodology/m49/</p> <p>Due to the nature of UNFPA's/UNICEF's mandate and business, the demand for supplies is highly unplanned. Figures for estimated volume are not available. LTAs are considered non-exclusive and UNFPA/UNICEF will not be committed to purchase any minimum quantity of goods and related services, purchases will be made only if and when there is an actual requirement. UNFPA/UNICEF shall not be liable for any costs 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/UNICEF.</p> <p>UNFPA/UNICEF reserves the right to enter into LTAs with more than one supplier and the right to split the award of contracts among the LTA holders if it is in the best interests of UNFPA/UNICEF.</p>
Eligible bidders	The bidder might come from any country.
Eligible recipients of goods and associated services	<p>Specific to UNFPA only, goods purchased under the resulting LTAs are for developing countries for use in:</p> <ol style="list-style-type: none"> 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 are included as possible recipients of products supplied by this program. These products are not intended to be used by recipient institutions for resale to commercial institutions or in response to Bid on local or international tenders. 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, menstrual health management products and family planning and HIV/AIDS prevention methods in developing

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	<p>countries. The products are sold on a cost recovery basis and not for profit 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/UNICEF. The prices charged to consumers for the products range from a 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.</p> <p>3. UNFPA receives funds for the procurement of supplies, equipment and services on behalf of and at the request of Governments, other United Nations Agencies, other intergovernmental institutions and non-governmental organizations. This type of procurement is called Third Party Procurement.</p> <p>4. By participating in this Bid, the Bidder 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.</p> <p>UNFPA has 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 Bidder 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.</p>
Eligible goods and associated services	Goods and/or services with origin in all countries are eligible in this bidding process.
Clarification of solicitation documents	<p>Contact details for clarification of solicitation documents:</p> <p>Focal Person: Maria Spinaki</p> <p>E-mail address: spinaki@unfpa.org</p> <p>ATTENTION: BIDS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (see Data Sheet Clause 31: Instructions for bid submission).</p> <p>Questions sent to the secure email address will not be responded.</p> <hr/> <p>Deadline for submitting requests for clarifications / questions:</p> <p>Date: 15 March 2021</p> <p>Time: 17:00</p> <p>Time zone: CET (https://www.timeanddate.com/time/zones/cet)</p> <hr/> <p>Manner of disseminating supplemental information to the ITB and responses / clarifications to queries:</p> <p>Direct communication to prospective Bidders by email and posting on UNGM website http://www.ungm.org/</p>

Language	All bids, information, documents and correspondence exchanged between UNFPA/UNICEF and the bidders in relation to this bid process shall be in English. If a bidder plans to submit documentation in a different language, a translation in English language of such documentation is a must.
Partial bids (lots)	<p>Partial bids are permitted. Bidders shall be allowed to quote prices for one or more lots identified in Section 5: Technical Requirements and Technical Specifications.</p> <p><i>Lot A: Reusable Menstrual cups</i></p> <p>There are 3 sizes of menstrual cups under this ITB.</p> <p>Bidders are allowed to quote for 1, 2 or all 3 sizes.</p> <p><i>Lot B: Reusable menstrual pads and disposable sanitary pads</i></p> <p>There are 3 sizes of reusable menstrual pads and 3 sizes of disposable sanitary pads.</p> <p>Bidders are allowed to quote either for reusable menstrual pads or for disposable sanitary pads or both.</p> <p>Bidders are allowed to quote for 1, 2 or all 3 sizes of either reusable menstrual pads and/or disposable sanitary pads.</p> <p>Bidders are encouraged to quote for as many products and sizes as possible.</p> <p>UNFPA/UNICEF reserve the right to select and accept a part of parts of any Bid.</p> <p>Preference may be given to Bidder(s) that have a large coverage of products (reusable menstrual cups, reusable menstrual pads and disposable sanitary pads) and sizes.</p> <p>UNFPA/UNICEF may decide at any time to create a combination of items from this bid after the award. In this case, the bidder should offer UNFPA/UNICEF the same terms and conditions as indicated in this bid. Bidders shall be allowed to quote prices for one or more lots identified in Section 5: Technical Requirements and Technical Specifications. Evaluation will be done per lot</p>
Currency	Prices shall be quoted in USD (US dollars).
Duties and taxes	<p>All prices should be including VAT and other applicable indirect taxes.</p> <p>UNFPA/UNICEF purchases should be free of any direct taxes (and as far as possible from indirect taxes), customs duties and tariffs.</p>
Bid Validity Period	120 days
Alternative Bids	Alternative bids are allowed. Only up to 2 (two) alternative products for each of the items (per size) shall be considered, e.g. up to 2 alternatives for menstrual cup size Small, and up to 2 alternatives for menstrual cup size Medium etc.
Instructions for Bid Submission	<p>Allowable manner of submitting proposals:</p> <p><input type="checkbox"/> e-tendering</p> <p><input checked="" type="checkbox"/> Email</p> <p><input type="checkbox"/> Courier / hand delivery</p> <p>SUBMISSION BY EMAIL:</p> <p>Bid submission address: bidtender@unfpa.org</p> <p>PLEASE DO NOT SEND THE EMAILS WITH YOUR BID TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC).</p>

	<p>Sending a Bid to any other email addresses, including as a carbon copy (cc) will violate confidentiality and result in the invalidation of the Bid.</p> <ul style="list-style-type: none"> ▪ File Format: Bidders are requested to submit their bid using the Bidding Forms provided in this tender. The Technical and Financial Bid should be sent both in signed PDF and excel format. ▪ File names must use the Section reference and document name, example: Section 7-Form D Bidder information. ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Max. File Size per transmission: 25 MB ▪ Mandatory subject of email: “UNFPA/DNK/ITB/21/001, Company name, Technical or Financial Bid, email no. X of Y” sequentially, and the final “email Y – final” ▪ If the bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. ▪ It is recommended that the entire bid be consolidated into as few attachments as possible. ▪ Exceptionally, the technical bid can be submitted using a cloud storage space or internet based computer file transfer service such as Google Drive, We Transfer or Dropbox, provided UNFPA/UNICEF can access the documentation for download and assess the exact date and time of data upload of each file by the bid deadline. Bidder should still notify bidtender@unfpa.org that documentation is to be accessed via an online platform providing the links and passwords. ▪ The bidder should receive an email acknowledging email receipt, for their first email <u>only</u>. Bidders not receiving the auto reply for their first email should inform Maria Spinaki at spinaki@unfpa.org.
Deadline for bid submission	<p>Date: 30 March 2021</p> <p>Time: 17:00</p> <p>Time zone: CET (https://www.timeanddate.com/time/zones/cet)</p>
Bid opening	<p><input type="checkbox"/> Public bid opening will not be held</p> <p><input checked="" type="checkbox"/> Public bid opening will be held as per below details.</p> <p>Date and Time: 7 April 2021, at 13:00 CET</p> <p>Venue: The link to access the Bid opening session will be shared by email to the bidders confirming their interest to participate.</p> <p>There will be separate Bid openings for Technical and Financial Bids. The Bidders’ names and submitted documents shall be announced and recorded on the Bid opening report.</p> <p>Due to Covid-19 restrictions in accessing UN City premises, attendance of bidders or representatives to the bid opening shall not be allowed. However, a Bid opening report will be available for viewing only to Bidders who have submitted a bid or their authorized representatives for a period of thirty days from the date of the opening. Information not included in the Bid opening report will not be provided to Bidders.</p> <p>Once the Technical evaluation has been completed, the Financial Bids will be opened. During the Financial Bid opening, the Bidders’ names and the prices stated in the Financial Bid shall be announced and recorded on the Financial Bid opening report. No bid shall be rejected at bid</p>

	<p>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.</p>
Documents establishing eligibility and qualifications of the bidder	<p>The bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided in Section 7 – Bidding Forms and providing the documents required in those forms. In order to award a contract to a bidder, its qualifications must be documented to UNFPA’s/UNICEF’s satisfaction.</p> <p>To establish their eligibility, Bidders shall submit the following compulsory documentation, available under Section 7:</p> <p>Form B: Checklist completed and signed</p> <p>Form C: Bid Submission completed and signed</p> <p>Form D: Bidder Information completed, signed and <u>attaching all supporting documentation specified in the form:</u></p> <p>Form E: Eligibility and Qualification, completed and signed, and <u>attaching all supporting documentation.</u></p> <p>Form F: Drive - Questionnaire on Corporate Social Responsibility, completed and signed and attaching <u>supporting documentation.</u></p> <p>Note. Bidder shall ensure that each file submitted includes the reference Form for easier evaluation and traceability.</p>
Technical Bid	<p>The bidder is required to submit a technical bid using the Form provided in Section 7 and taking into consideration the requirements in the ITB.</p> <p>Section 7: Form G.1 – Technical Bid, completed, both in excel and PDF format and duly signed <u>including all the annexes</u></p> <p>Section 7: Form G.2 – Questionnaire for Menstrual Health Management (MHM) products, signed in PDF format and attaching <u>all supporting documentary evidence that the goods conform to the Technical Specifications and Standards specified in Section 5: Technical Requirements and Technical Specifications</u></p> <p>When naming each of the documents include the Form Reference G.1 and G.2 for easier traceability and evaluation by the Technical Panel.</p>
Samples	<p>UNFPA/UNICEF shall invite only bidders whose bid has been determined to be substantially responsive up to that stage, to submit their samples within 10 calendar days to Copenhagen, Denmark. The exact address for the sample submission will be communicated to those bidders by email.</p> <p>For requested samples:</p> <ul style="list-style-type: none"> -Samples must be non-returnable, free of charge products -Bidders will be requested to deliver 3 (three) samples (each from a different production batch) of each product offered and for which the bidder passed Technical Evaluation Step 1, as specified in this Section 2: Instructions to Bidders, Clause 40: Evaluation of Technical Bids. Bidders are requested to not submit more samples than the ones requested. -Where several pack sizes of the same product exist, the smallest possible pack size should be submitted as a complete and intact sample. -Samples must be submitted with valid Certificate of Analysis.

	<p>-Samples should be freshly produced or should have been manufactured within 12 months of the date of the bid publication.</p> <p>-Samples must correspond 100% to the product(s) being offered. The bidder should indicate whether the samples provided were produced as prototypes or as normal production.</p> <p>-Samples must include the manufacturer’s packaging and labelling.</p> <p>-Samples should be received at UN City offices latest within 10 calendar days from the date UNFPA/UNICEF requests them in writing. The bidder shall inform UNFPA (by email to Maria Spinaki at spinaki@unfpa.org) in advance if due to Covid-19 transportation restrictions, they shall not be able to meet the deadline.</p> <p>-Samples should be sent to and be clearly marked with the following:</p> <p>Mark on the envelope/external package: UNFPA/DNK/ITB/21/001, bidder’s name, samples. Not for resale or use. ONLY TO BE OPENED BY AUTHORIZED UNFPA/UNICEF PERSONNEL.</p> <p>Each sample should be marked with the ITB number, product description as detailed in Section 5: Technical Specifications and Requirements, bidder’s product reference and bidder’s name and address. UNFPA/UNICEF reserves the right to reject samples not labelled as requested.</p> <p>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.</p> <p>In the event that the bid is successful, samples will be retained by UNFPA/UNICEF for comparison purposes against deliveries subsequently made.</p>
Incoterms	<p>Bidders are requested to quote unit prices in accordance with the following delivery terms (INCOTERMS 2020):</p> <p>FCA Port of Departure (export packing and palletizing for air/sea freight included)</p> <p>Delivery terms under the current ITB shall be governed by the INCOTERMS 2020, published by the International Chamber of Commerce.</p>
Financial Bid and Price Submission	<p>The Financial Bid shall be prepared using Form I – Financial Bid provided in Section 7 and taking into consideration the requirements stated in this clause.</p> <p>Form H – Financial Bid, shall be submitted SEPARATELY from the Technical Bid.</p> <p>Bidders must complete and submit Section 7: Form H – Financial Bid, signed in PDF format and also in Excel format.</p> <p>Prices shall be quoted in USD (US dollars). Please consider the following information when completing Form I: Financial Bid,</p> <ul style="list-style-type: none"> ● The financial evaluation of the bids will be conducted on item price per sales pack size for delivery FCA to the nearest sea port or airport (packing and palletizing included). In case different sales pack sizes are offered, the comparison will be made on the unit price calculated by taking the item price per sales pack size and dividing it by the quantity in the package. ● Prices quoted by the bidder shall be fixed during the bidder’s performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price shall be treated as non-compliant and shall be rejected. <p>Price revisions will be considered on a yearly basis provided that the LTA holders submit 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,</p>

	<p>e.g. raw material measured against internally recognized benchmarks, official changes of minimum staff salaries issued by governments, evidence of electricity price increase, etc.</p> <p>Regardless of the number of manufacturing sites a bidder may have, only 1 (ONE) Financial Bid Form with a set of prices to be considered for evaluation.</p> <p>The prices and discounts quoted by the bidder shall conform to the requirements specified below.</p> <ul style="list-style-type: none"> ● All items and lots must be listed and priced separately. ● The price to be quoted shall be the total price of the bid, excluding any discounts offered. ● The bidder shall quote any unconditional discounts and indicate the method for their application. Quantity/volume discounts, in form of large quantity/volume discounts and staircase pricing (i.e. varying prices according to different quantities procured) <ul style="list-style-type: none"> ○ Quantity/volume discounts, in form of large quantity/volume discounts and staircase pricing (i.e. varying prices according to different quantities procured); ○ Cumulative quantity/volume discount levels, i.e. discounts that increase as the cumulative order value/volume increases throughout the validity of the LTA; ○ Early payment discounts, i.e. payment within a specified period of time faster than UNFPA's/UNICEF's standard payment term of 30 days net; ○ Bidders wishing to offer any price reduction (discount) for the award of more than one Lot shall specify the applicable price reduction. <p>Bidders are being invited for individual contracts (lots) and prices quoted shall correspond to 100 % of the items specified for each lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Lot shall specify the applicable price reduction.</p> <p>All prices shall be inclusive of VAT and other applicable indirect taxes.</p>
Expected date for commencement of contract	1 September 2021
Contract award to one or more bidder	Contract Award to Multiple Bidders for lots A and B.
Type of Contract to be awarded	Non-exclusive Long Term Agreements (LTAs). See Section 6: for sample contracts.
Conditions of contract to apply	UNFPA General Conditions of Contract for provision of Goods and Services UNICEF General Terms and Conditions (Goods) See Section 6.

SECTION 4: EVALUATION CRITERIA

Preliminary Examination Criteria

All criteria will be evaluated on a Pass/Fail basis and checked during Preliminary Examination.

Criteria	Documents to establish compliance
Completeness of the bid	All documents and technical documentation requested in Section 2: Instructions to Bidders, Clause 13: Documents comprising the bid have been provided and are complete
Separate Technical and Financial bids	Bidders submitted their Technical Bid separately from their Financial Bid containing price information, as requested in Section 2: Instructions to Bidders, Clause 29. Separate Technical and Financial Bids
Bidder accepts UNFPA General Conditions of Contract for provision of Goods and Services as specified in Section 6.	Form C: Bid Submission
Bidder accepts UNICEF General Terms and Conditions (Goods) as specified in Section 6.	Form C: Bid Submission
Bid Validity	Form C: Bid Submission
Bidder accepts UN standard payment terms	Form H: Financial Bid
Financial bid currency is in USD	Form H: Financial Bid

Eligibility and Qualification Criteria

All criteria will be evaluated on a Pass/Fail basis.

Eligibility Criteria	Documents to establish compliance
Bidder is a legally registered entity	Form D: Bidder Information
Vendor is not suspended, nor otherwise identified as ineligible by any UN Organization, the World Bank Group or any other International Organisation in accordance with Section 2: Instructions to Bidders, Clause 5: Eligible Bidders.	Form C: Bid Submission
No conflicts of interest in accordance with Section 2: Instructions to Bidders, Clause 5: Eligible Bidders.	Form C: Bid Submission
The bidder has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future	Form C: Bid Submission
Certificates and Licences:	Form D: Bidder Information

<ul style="list-style-type: none"> • Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer. • Official appointment as local representative, if bidder is submitting a bid on behalf of an entity located outside the country. • Patent Registration Certificates, if any of technologies submitted in the bid is patented by the bidder. • Export/Import Licenses, if applicable. • Quality Assurance Certificate 	Form G.2: Questionnaire on Menstrual Health Management (MHM) products
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Qualification Criteria	Documents to establish compliance
History of non-performing contracts: Non-performance of a contract did not occur as a result of contractor default within the last 3 years.	Form E: Eligibility and Qualification Form
Litigation History: No consistent history of court/arbitral award decisions against the bidder for the last 3 years.	Form E: Eligibility and Qualification Form
Previous Experience:	
Minimum 3 years of relevant experience.	Form E: Eligibility and Qualification Form
Financial Standing:	
Liquidity: the ratio Average current assets / Current liabilities over the last 3 years must be equal or greater than 1.	Copy of audited financial statements for the last three years. / Form E: Eligibility and Qualification Form
Bidders shall be able to prove their financial stability for the last three years.	Copy of audited financial statements for the last three years. Form E: Eligibility and Qualification Form

Technical Evaluation Criteria

Criteria	Documents to establish compliance
Goods offered in the bid are substantially compliant and do not contain any material deviation(s) from the minimum required as included in Section 5: Technical Requirements and Technical Specifications.	Form G.1: Technical Bid Form G.2: Questionnaire for Menstrual Health management (MHM) products
Samples are substantially compliant and do not contain any material deviation(s) from the minimum required as included in Section 3: Data Sheet and Section 5: Technical Requirements and Technical Specifications.	Form G.1: Technical Bid Form G.2: Questionnaire for Menstrual Health management (MHM) products Samples

Financial Evaluation

Criteria	Documents to establish compliance
<p>Price comparison shall be based on the Item Unit Price for delivery FCA nearest sea port or airport (packed and palletized).</p> <p>The prices of bids found to be substantially compliant, will be compared to identify the most substantially compliant bid which represents the lowest overall costs to UNFPA/UNICEF.</p> <p>In case different sales pack sizes are offered, the comparison will be made on the unit price calculated by taking the item price per sales pack size and dividing it by the quantity in the package.</p>	Form H: Financial Bid

SECTION 5: TECHNICAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS

UNFPA's Procurement Services Branch (PSB) and UNICEF wish to enter into non-exclusive Long Term Agreements (LTAs) with qualified suppliers for the supply of menstrual health management (MHM) products (reusable menstrual cups, reusable menstrual pads and disposable sanitary pads) in support of their programmes and third party purchasers around the world.

1. Products solicited are comprised of the following Lots

- Lot A: Reusable menstrual cups (sizes S, M, L)
- Lot B: Reusable menstrual pads (sizes Regular, Maxi, Super maxi)
- Lot B: Disposable sanitary pads (sizes Regular, Large, Extra-large)

2. Overview of Bid items

Lot reference	ITB Bid item No.	Short item description
A	1	Reusable menstrual cup, size Small
A	2	Reusable menstrual cup, size Medium
A	3	Reusable menstrual cup, size Large
B	4	Reusable menstrual pad, size Regular
B	5	Reusable menstrual pad, size Maxi (Large)
B	6	Reusable menstrual pad, size Super maxi (Extra-large)
B	7	Reusable menstrual pads, combination of size maxi (large) and super maxi (extra-large)
B	8	Disposable sanitary pad, size Regular
B	9	Disposable sanitary pad, size Large
B	10	Disposable sanitary pad, size Extra-large

3. Technical Specifications and Technical Requirements for Goods

Please refer to the attached files for the detailed technical specifications:

Section 5.3.1 Specifications reusable menstrual cup

Section 5.3.2 Specifications reusable menstrual pads

Section 5.3.3 Specifications disposable sanitary pads

4. General requirements

Country of Origin

The country of origin for each product shall be clearly stated in the bid.

Packing Specifications, Marking and labelling

Please refer to the attached file "Packing Specifications".

Shelf Life Requirements

Product(s) shall be recently manufactured and have at least 75% of shelf life remaining at the time of delivery defined by the INCOTERMS used in the Purchase Order.

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Transportation and Storage Conditions

The primary package material shall be made of suitable materials, which are sealed to protect the products from moisture, soiling and contamination during storage and transportation.

Pre-shipment and post-shipment inspections

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 this 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.

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.

Should there be any pre-shipment discrepancy (ies), the Supplier shall correct the discrepancy (ies), replace the goods, and pay for the freight cost and the re-inspection fee at cost.

Supplier's responsibility for rejected or returned product

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.

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.

Inspection does not relieve the Supplier from its contractual obligations and the Goods are subject to final acceptance after delivery.

Full Right to Use and Sell

The Supplier warrants that it has not and shall not enter into any agreement or arrangement that restraints or restricts UNFPA or the recipient country Government's rights to use, sell, dispose of or otherwise deal with any item that may be acquired under any Purchase Orders raised under the LTA.

The Supplier holds UNFPA harmless and indemnifies UNFPA for all costs that may arise as a result of any third party claim to the rights associated with the manufacturing, registration, sale or distribution of the Goods supplied under aforementioned Order.

SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

6.1 General Conditions of Contract

In the event of a Contract, the following General Conditions of Contract (GCC) will apply:

UNFPA General Conditions of Contract for provision of Goods and Services

Please refer to the attached file named Section 6.1.1 UNFPA General Conditions - Mixed Goods and Services EN

UNICEF General Terms and Conditions (Goods)

Please refer to the attached file named Section 6.1.2 UNICEF General Terms Goods 2017

6.2 Long Term Agreement Template

In the event of an award, the following UNFPA sample Contract will be used: UNFPA Long Term Agreement

Please refer to the attached file named Section 6.2 UNFPA LTA General Goods Services.

6.3 Trilateral Agreement Template

Please refer to the attached file named Section 6.3 UNFPA Trilateral Agreement.

6.4 Purchase Order

In the event of a Purchase Order, the following templates will be used:

For UNFPA Purchase Orders, please refer to the attached file named Section 6.4 UNFPA Purchase Order.

SECTION 7: BIDDING FORMS

Form A: Bid Confirmation

Form B: Checklist

Form C: Bid Submission

Form D: Bidder Information

Form E: Eligibility and Qualification

Form F: DRIVE - Questionnaire on Corporate Social Responsibility

Form G.1: Technical Bid

Form G.2: Questionnaire for Menstrual Health management (MHM) products

Form H: Financial Bid

FORM A: BID CONFIRMATION

Please acknowledge receipt of this ITB by completing this form and returning it by email to the address, and by the date specified, in the Letter of Invitation.

To: Maria Spinaki

Email: spinaki@unfpa.org

From: Insert name of bidder

Subject ITB reference UNFPA/DNK/ITB/21/001

Check the appropriate box	Description
<input type="checkbox"/>	YES , we intend to submit a bid.
<input type="checkbox"/>	NO . We are unable to submit a competitive offer for the requested goods/services at the moment

If you selected NO above, please state the reason(s) below:

Check applicable	Description
<input type="checkbox"/>	The requested goods/services are not within our range of supply
<input type="checkbox"/>	We are unable to submit a competitive offer for the requested products at the moment
<input type="checkbox"/>	The requested products are not available at the moment
<input type="checkbox"/>	We cannot meet the requested specifications
<input type="checkbox"/>	We cannot offer the requested type of packing
<input type="checkbox"/>	We can only offer FCA prices
<input type="checkbox"/>	The information provided for bidding purposes is insufficient
<input type="checkbox"/>	Your ITB is too complicated
<input type="checkbox"/>	Insufficient time is allowed to prepare a bid
<input type="checkbox"/>	We cannot meet the delivery requirements
<input type="checkbox"/>	We cannot adhere to your terms and conditions e.g. payment terms, request for performance security, etc.. Please provide details below.
<input type="checkbox"/>	Sustainability criteria/requirements are too stringent (if applicable)
<input type="checkbox"/>	We do not export
<input type="checkbox"/>	We do not sell to the UN
<input type="checkbox"/>	Your volume is too small and does not meet our order quantity
<input type="checkbox"/>	Our production capacity is currently full

<input type="checkbox"/>	We are closed during the holiday season
<input type="checkbox"/>	We had to give priority to other clients' requests
<input type="checkbox"/>	We do not sell directly but through distributors
<input type="checkbox"/>	We have no after-sales service available
<input type="checkbox"/>	The person handling the bids is away from the office
<input type="checkbox"/>	Other (please provide reasons below):
Further information: Click or tap here to enter text.	
<input type="checkbox"/>	We would like to receive future ITBs for this type of goods
<input type="checkbox"/>	We don't want to receive ITBs for this type of goods

Questions to the bidder concerning the reasons for NO BID should be addressed to Maria Spinaki, email spinaki@unfpa.org

FORM B: CHECKLIST

This form serves as a checklist for preparation of your bid. Please complete the returnable bidding forms in accordance with the instructions and return them as part of your bid submission: No alteration to the format of forms shall be permitted and no substitution shall be accepted.

Before submitting your bid, please ensure compliance with the instructions in Section 2: Instructions to Bidders and Section 3: Data Sheet.

Supplier Eligibility Documents:

Have you duly completed all the returnable bidding forms?	
▪ Form C: Bid Submission	<input type="checkbox"/>
▪ Form D: Bidder Information	<input type="checkbox"/>
▪ Form E: Eligibility and Qualification	<input type="checkbox"/>
▪ Form F: Drive – Questionnaire on corporate social responsibility	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>
Have you provided the required documents in support of Form D: Bidder Information?	<input type="checkbox"/>

Technical bid:

Have you duly completed all the returnable bidding forms?	
▪ Form G.1: Technical Bid	<input type="checkbox"/>
▪ Form G.2: Questionnaire for Menstrual Health Management (MHM) products	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>
Have you provided the required documents in support of Form H.2 Questionnaire for Menstrual Health Management (MHM) products, as outlined in Section 2: Instructions to Bidders, Clause 19. Technical Bid?	<input type="checkbox"/>

Financial bid:

▪ Form H: Financial bid	<input type="checkbox"/>
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Bidders are requested to follow this structure in order to facilitate the review process:

 Eligibility Forms

 Form B. Checklist

 Form C. Bid submission

 Form D. Bidder info (inc. supporting documents)

 Form E. Eligibility_Qualification (incl. docs)

 Form F. QNR on corp.soc.responsibility (inc. docs)

 Technical Bid

 Form G.1 Technical Bid

 Form G.2 QNR on MHM (incl. docs)

 Part I. Submitter

 Part II. Product

 Part III. QMS

 Part IV. Regulatory

 Part V. T. Standards

 Part VI. Other info

 Financial Bid

 Form H. Financial Bid

FORM C: BID SUBMISSION

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	UNFPA/DNK/ITB/21/001		

We, the undersigned, offer to supply the goods and related services required for menstrual health management in accordance with your Invitation to Bid No. UNFPA/DNK/ITB/21/001. We hereby submit our bid, which includes this Technical Bid and Financial Bid.

The total price of our bid, excluding any discounts offered below is: Insert amount in words and figures, indicating amount(s) and respective currency(ies) (by lots if applicable) .

The discounts offered and the methodology of their application are:

- **Discounts:** If our bid is accepted, the following discounts shall apply Specify in detail each discount offered and the specific item of the Schedule of Requirement to which it applies, including if applicable discounts for accelerated payment.
- **Methodology of application of the discounts:** The discounts shall be applied using the following method: Specify in detail the method that shall be used to apply the discounts

Bidder Declaration: on behalf of our firm, its affiliates, subsidiaries and employees, including any JV / Consortium / Association members or subcontractors or suppliers for any part of the contract.

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Requirements and Terms and Conditions: I/We have read and fully understand the ITB, including the ITB Information and Data Sheet, Technical Requirements and Technical Specifications, the General Conditions of Contract and any Special Conditions of Contract. I/we confirm that the bidder agrees to be bound by them.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm that the bidder has the necessary capacity, capability and necessary licenses to fully meet or exceed the requirements and will be available to deliver throughout the relevant contract period.
<input type="checkbox"/>	<input type="checkbox"/>	Ethics: In submitting this bid I/we warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any competitor; has not directly or indirectly approached any representative of the buyer (other than the point of contact) to lobby or solicit information in relation to the ITB; has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the buyer.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm to undertake not to engage in proscribed practices, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we have read the United Nations Supplier Code of Conduct : https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN.
<input type="checkbox"/>	<input type="checkbox"/>	Conflict of interest: I/We warrant that the bidder has no actual, potential or perceived conflict of Interest in submitting this bid, or entering into a contract to deliver the requirements. Where a conflict of interest arises during the ITB process the bidder will report it immediately to the Procuring Organisation’s Point of Contact.

<input type="checkbox"/>	<input type="checkbox"/>	Prohibitions, Sanctions: I/We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group.
<input type="checkbox"/>	<input type="checkbox"/>	I/We do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
<input type="checkbox"/>	<input type="checkbox"/>	Bankruptcy: I/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future.
<input type="checkbox"/>	<input type="checkbox"/>	Bid Validity Period: I/We confirm that this bid, including the price, remains open for acceptance for the bid validity period.
<input type="checkbox"/>	<input type="checkbox"/>	I/We understand and recognize that you are not bound to accept any bid you receive and we certify that the goods offered in our bid are new and unused.
<input type="checkbox"/>	<input type="checkbox"/>	Inspection of Premises: I/We confirm that all the facilities that exist at all manufacturing sites including warehouses will be made available to the purchaser or his representative for facilities inspection and/or a full social sustainability inspection (announced or unannounced) at the my/our site at any point in time during the course of the LTA, including any extension period. I/We agree to grant UNFPA/UNICEF or its authorized inspection agent access to my/our facilities at all reasonable times and make available all the documentation required.
<input type="checkbox"/>	<input type="checkbox"/>	By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organisation/s to make this declaration on its/their behalf.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the bidder]

FORM D: BIDDER INFORMATION

ITB Reference	UNFPA/DNK/ITB/21/001
Legal name of bidder	Click or tap here to enter text.
Legal Address, City, Country	Click or tap here to enter text.
Website	Click or tap here to enter text.
Year of registration	Click or tap here to enter text.
Bidder's Authorized Representative information	Name and Title: Click or tap here to enter text. Telephone numbers: Click or tap here to enter text. Email: Click or tap here to enter text.
Legal structure	Choose an item.
Organisational type	Choose an item.
Current Licenses, if any, and permits (with dates, numbers and expiration dates)	Click or tap here to enter text.
No. of full-time employees	Click or tap here to enter number.
No. of staff involved in similar supply contracts	Click or tap here to enter number.
Confirm your company is legally established and incorporated in the country where it resides.	Tick below and provide supporting documentation. <input type="checkbox"/> Yes <input type="checkbox"/> No
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, insert UNGM Vendor Number
Years of supplying to UN organisations	Click or tap here to enter text.
Are you a UNFPA vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, insert Vendor Number
Are you a UNICEF vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, insert Vendor Number
Countries of operation	Click or tap here to enter text.
Subsidiaries in the region (please indicate names of subsidiaries and addresses, if relevant to the bid)	Click or tap here to enter text.
Commercial Representatives in the country: Name/Address/Phone (for international companies only)	Click or tap here to enter text.

<p>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) <i>(If yes, provide a Copy of the valid Certificate):</i></p>	<p>Click or tap here to enter text.</p>
<p>Presence and characteristics of in-house quality control laboratory (if relevant to bid)</p>	<p>Click or tap here to enter text.</p>
<p>Does your Company have a corporate environmental policy or environmental management system such as ISO 14001 or ISO 14064 or equivalent?</p>	<p>Tick all that apply and provide supporting documentation.</p> <p><input type="checkbox"/> Corporate Environmental Policy</p> <p><input type="checkbox"/> ISO 14001</p> <p><input type="checkbox"/> ISO 14064</p> <p><input type="checkbox"/> Other, specify Click or tap here to enter text.</p>
<p>Does your organization demonstrate significant commitment to sustainability, including the following aspects that have been identified in the UN Sustainable Procurement Framework?</p> <ul style="list-style-type: none"> ● Environmental: prevention of pollution, sustainable resources; climate change and mitigation and the protection of the environment, biodiversity. ● Social: human rights and labour issues, gender equality, sustainable consumption, and social health and wellbeing. ● Economic: whole life cycle costing, local communities and small or medium enterprises, and supply chain sustainability. 	<p>Attach a formal statement that outlines your organisation’s commitment to sustainability, where possible providing evidence of tangible results that demonstrate progress such as:</p> <p>Tick all that are attached:</p> <p><input type="checkbox"/> Formal statement</p> <p><input type="checkbox"/> Sustainability report</p> <p><input type="checkbox"/> UN Global Compact Communication on Progress</p> <p><input type="checkbox"/> Other, specify Click or tap here to enter text.</p>
<p>Does your company belong to a diverse supplier group including micro, small or medium sized enterprise, women or youth owned business or other?</p> <p><i>(If yes, please provide details and documentation)</i></p>	<p>Click or tap here to enter text.</p>
<p>Is your company a member of the UN Global Compact</p>	<p>Choose an item.</p> <p>If yes, please provide a link to your Global Compact profile:</p> <p>Click or tap here to enter text.</p>
<p>Bank Information</p>	<p>Bank Name: Click or tap here to enter text.</p> <p>Bank Address: Click or tap here to enter text.</p> <p>IBAN: Click or tap here to enter text.</p>

	<p>SWIFT/BIC: Click or tap here to enter text.</p> <p>Account Currency: Click or tap here to enter text.</p> <p>Bank Account Number: Click or tap here to enter text.</p>
<p>Contact person that UNFPA/UNICEF may contact for requests for clarifications during bid evaluation</p>	<p>Name and Title: Click or tap here to enter text.</p> <p>Telephone numbers: Click or tap here to enter text.</p> <p>Email: Click or tap here to enter text.</p>

FORM E: ELIGIBILITY AND QUALIFICATION FORM

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	UNFPA/DNK/ITB/21/001		

History of Non- Performing Contracts

<input type="checkbox"/> No non-performing contracts during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (state currency)	Contract Identification	Total Contract Amount (state currency)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the bidder was legally contracted or subcontracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the bidder’s individual experts working privately or through other firms cannot be claimed as the relevant experience of the bidder, or that of the bidder’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken and role (Contractor, sub-contractor or consortium member)
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Bidders may also attach their own Project Data Sheets with more details for assignments above.

Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year	Currency	Amount
	Year	Currency	Amount
	Year	Currency	Amount
Latest Credit Rating (if any), indicate the source and date.			

Financial information (state currency)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio (current assets/current liabilities)			

Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the bidder, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

Form F: DRIVE - QUESTIONNAIRE ON CORPORATE SOCIAL RESPONSIBILITY

Please refer to the attached file “Section 7. Form F. Drive – Questionnaire on Corporate Social Responsibility”

FORM G.1: TECHNICAL BID

Please refer to the attached file “Section 7. Form G.1 Technical Bid” and all requested documentation in this form

FORM G.2: QUESTIONNAIRE FOR MENSTRUAL HEALTH MANAGEMENT (MHM) PRODUCTS

Please refer to the attached file “Section 7. Form G.2 Questionnaire for Menstrual Health Management (MHM) products” and all the requested documentation in this form.

FORM H: FINANCIAL BID

Please refer to the attached file “Section 7. Form H. Financial Bid”

Important. Submit separately from the Technical Bid.