



**UNITED NATIONS POPULATION FUND**

**INVITATION TO BID (ITB)**

**ITB No.: UNFPA/DNK/ITB/21/013**

**FOR THE SUPPLY OF MEDICAL FURNITURE**

Issued on:

21 October 2021



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**October 21, 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 Medical Furniture for their programmes and partners worldwide.

The present ITB is a joint UNFPA/UNICEF solicitation exercise. The agencies have agreed to jointly award the winning bids and separately sign one or more non-exclusive Long-Term Agreements (LTAs) with multiple vendors to cover the full range of products required.

The Long-Term Agreements (LTAs) will be valid for 3 (three) years with the possibility of an additional 12 +12 months (totalling two years) extension period, subject to satisfactory performance and price competitiveness.

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 A: Technical specifications for medical furniture

Annex B: Technical requirements for medical devices

Annex C.1: Technical specifications for packing, packaging, labelling (non-CPH)

Annex C.2: Technical specifications for packing, packaging, labelling (CPH)

Section 6: Conditions of Contract

Annex D.1: UNFPA General Conditions of Contract

Annex D.2: UNICEF General Terms and Conditions of Contract

Annex E.1: UNFPA Long Term Agreement

Annex E.2: UNICEF Long Term Agreement

Annex F.1: UNFPA Purchase Order

Annex F.2: UNICEF Purchase Order

Annex G: Commercial bid response template

Annex H: Technical bid response template

Section 7: Bidding Forms

Form A: Bid Confirmation Form

Form B: Checklist



Form C: Bid Submission Form

Form D: Bidder Information Form

Form E: Joint Venture/Consortium/Association Information

Form F: Eligibility and Qualification Form

Form G: Drive – Questionnaire on corporate social responsibility

Form H: Financial Bid Form

Form I: Technical Questionnaire

UNFPA/UNICEF are part of the United Nations Global Marketplace (UNGM) accessible at <https://www.ungm.org/>. The UNGM is the procurement portal of the United Nations system; and UNFPA will post the Bid notice, clarifications, amendments and results in the UNGM.

All bidders are requested to register in UNGM by creating a vendor profile; **UNGM registration is a requirement** for any eventual award.

If your company has not yet registered through the UNGM, please submit an application through UNGM website at <http://www.ungm.org/Registration/RegisterSupplier.aspx>, instructions are provided on the site.

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>

#### Bid Schedule

Solicitation stage	Date and time
Bid published on	21 October 2021
Questions submitted no later than	15 November 2021, 17:00 hrs CET time zone
Acknowledge receipt/Confirm participation in the bid no later than	25 November 2021, 17:00 hrs CET time zone
Bid submission deadline on	1 December 2021, 17:00 hrs CET time zone
Confirm participation in the bid opening no later than	1 December 2021, 17:00 hrs CET time zone
Bid opening on	3 December 2021, 11:00 hrs CET time zone


\*<http://www.timeanddate.com/worldclock/>

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 and UNICEF procurement opportunities.

DocuSigned by:  
  
 61F17F54D206481...  
 Maria Spinaki

UNFPA Procurement Services Branch

DocuSigned by:  
  
 0F6784F4B338479...  
 Ruben Jamalyan

UNICEF Supply Division



## SECTION 2: INSTRUCTIONS TO BIDDERS

GENERAL PROVISIONS	
<b>1. Scope</b>	<p>UNFPA's Procurement Services Branch (PSB) and UNICEF Supply Division (SD) invite qualified Bidders to submit a bid for the supply of Medical Furniture as 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 and UNICEF (UNFPA/UNICEF). This ITB is conducted in accordance with Policies and Procedures of UNFPA and UNICEF that can be accessed at:</p> <p><a href="https://www.unfpa.org/admin-resource/policy-and-procedures-regular-procurement">https://www.unfpa.org/admin-resource/policy-and-procedures-regular-procurement</a></p> <p><a href="https://www.unicef.org/supply/resources/procurement-policies">https://www.unicef.org/supply/resources/procurement-policies</a></p>
<b>2. Interpretation of the ITB</b>	<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>
<b>3. Code of Conduct, Fraud and Corruption, Gifts and Hospitality</b>	<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 <b>principles on labour, human rights, environment and ethical conduct</b> may be found at: <a href="https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct">https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</a></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/UNICEF Procurement Procedures and General Conditions of Contract in areas related to labour, human rights, environment and ethical conduct, UNFPA/UNICEF reserve the right, in their 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 their 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 enforce 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> <ul style="list-style-type: none"> <li>(a) Shall reject a bid if they determine that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</li> <li>(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 they determine that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNFPA/UNICEF contract;</li> </ul> <p>UNFPA's / UNICEF's policy regarding fraud and corruption apply 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/UNICEF have adopted a zero-tolerance policy on gifts and hospitality. Bidders are therefore requested not to send gifts or offer hospitality to UNFPA/UNICEF personnel. If interested on reading further on this policy, please select <u>Zero Tolerance Policy</u>.</p>
<p><b>4. Eligible bidders and Conflict of Interests</b></p>	<p>The bid is open to selected primary manufacturers and Marketing, Supply and Distribution Agreement Representatives of the Manufacturer who meet the quality standards outlined in this tender and can provide the requested product services.</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"> <li>• is included in the Ineligibility List, hosted by <u>UNGM</u>, that aggregates information disclosed by Agencies, Funds or Programs of the UN System;</li> <li>• is included in the <u>Consolidated United Nations Security Council Sanctions List</u>, including the UN Security Council Resolution 1267/1989 list.</li> <li>• is included in the <u>World Bank Corporate Procurement Listing of Non-Responsible Vendors</u> and <u>World Bank Listing of Ineligible Firms and Individuals</u></li> <li>• Is listed in UNFPA's ineligibility list as defined in <u>UNFPA Policy for Vendor Review and Sanctions</u>;</li> </ul> <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> <ul style="list-style-type: none"> <li>(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,</li> <li>(b) Any entity over which the other entity exercises effective managerial control.</li> </ul>
<p><b>5. Joint Venture, Consortium or Association</b></p>	<p>If the bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for bid, each such legal entity will confirm in their joint bid that:</p> <ul style="list-style-type: none"> <li>• they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, and this will be evidenced by a duly notarised Agreement among the legal entities, which will be submitted along with the bid; and</li> <li>• if they are awarded the contract, the contract shall be entered into by and between UNFPA/UNICEF and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture.</li> </ul> <p>After the deadline for submission of bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNFPA/UNICEF.</p>





	<p>If a JV, Consortium or Association's bid is the bid selected for award, UNFPA/UNICEF will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.</p> <p>The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article Only one Bid herein in respect of submitting only one bid.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNFPA/UNICEF.</p> <p>A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> <li>• Those that were undertaken together by the JV, Consortium or Association; and</li> <li>• Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul> <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
<b>6. Eligible goods and associated services</b>	<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>
<b>7. Green and Sustainable Procurement</b>	<p>UNFPA/UNICEF 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: <a href="https://www.unfpa.org/resources/green-procurement-strategy">https://www.unfpa.org/resources/green-procurement-strategy</a></p> <p><a href="https://www.unicef.org/supply/documents/sustainable-procurement-procedure">https://www.unicef.org/supply/documents/sustainable-procurement-procedure</a></p>



<b>8. Proprietary information</b>	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.
<b>9. Publicity</b>	During the ITB process, a bidder is not permitted to create any publicity in connection with the ITB.
<b>SOLICITATION DOCUMENTS</b>	
<b>10. Clarification of solicitation documents</b>	<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 deem that such an extension is justified and necessary.</p>
<b>11. Amendment of solicitation documents</b>	<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>
<b>PREPARATION OF BIDS</b>	
<b>12. General Considerations</b>	<p>In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify UNFPA / UNICEF accordingly.</p>
<b>13. Cost of preparation of bid</b>	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.
<b>14. Language</b>	The bid, including all supporting bid documents, as well as any and all related correspondence exchanged by the shall be written in the language(s) specified in Section 3: Data Sheet.
<b>15. Documents comprising the bid</b>	<p>The bid shall comprise of the following documents and related forms which details are provided in Section 3: Data Sheet:</p> <ul style="list-style-type: none"> <li>a) Commercial Bid, as per Annex G. Commercial Bid template including <ul style="list-style-type: none"> <li>a.1) Documents establishing the eligibility and qualifications of the bidder;</li> <li>a.2) Price Schedule/Financial bid;</li> <li>a.3) Attachments and/or appendices to the Bid.</li> </ul> </li> <li>b) Technical Bid, as per Annex H. Technical Bid template including</li> </ul>



	<p>b.1) Technical Questionnaire;</p> <p>b.2) Attachments and/or appendices to the 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>
<b>16. Documents establishing eligibility and qualifications of the bidder</b>	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 required in those forms. In order to award a contract to a bidder, its qualifications must be documented to UNFPA's / UNICEF's satisfaction.
<b>17. Partial Bids</b>	Unless otherwise specified in Section 3: Data Sheet, partial bids shall not be allowed. If submission of partial bids is allowed in Section 3: Data Sheet, a bidder may submit a partial bid, but only under the conditions stipulated in Section 3: Data Sheet.
<b>18. Technical Bid Format and Content</b>	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.
<b>19. Price Schedule and Financial Bid</b>	<p>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.</p> <p>Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price</p>
<b>20. Bid Currencies</b>	<p>All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet.</p> <ul style="list-style-type: none"> <li>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 <a href="https://treasury.un.org/operationalrates/OperationalRates.php">https://treasury.un.org/operationalrates/OperationalRates.php</a>; and</li> <li>In the event that UNFPA / UNICEF select a bid for an 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's / UNICEF's preference, using the conversion method specified above.</li> </ul>
<b>21. Duties and taxes</b>	UNFPA / UNICEF as subsidiary organs of the United Nations, are exempt from all direct taxes, except charges for public utility services, and are exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for their 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.
<b>22. Only one bid</b>	<p>The bidder (including the individual members of any Joint Venture) shall submit only one bid, either in its own name or as a part of a Joint Venture.</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> <ol style="list-style-type: none"> <li>1/ they have at least one controlling partner, director or shareholder in common; or</li> <li>2/ any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>3/ they have the same legal representative for purposes of this ITB; or</li> </ol>



	<p>4/ 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;</p> <p>5/ 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.</p>
<b>23. Bid validity period and Extension</b>	<p>Bids shall remain valid for the period specified in Section 3: Data Sheet, <b>commencing on the deadline for submission of bids</b>. 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>
<b>24. Alternative bids</b>	<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>
<b>25. Bidders responsibility to inform themselves</b>	<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"> <li>• 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;</li> <li>• review the ITB to ensure that they have a complete copy of all documents;</li> <li>• obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable enquiry;</li> <li>• verify all relevant representations, statements and information, including those contained or referred to in the ITB;</li> <li>• 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</li> <li>• 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.</li> </ul> <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>



<b>26. No material change(s) in circumstances</b>	<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"> <li>• a change affecting any declaration, accreditation, license or approval;</li> <li>• 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.</li> </ul>
<b>27. Most favoured customer price certification</b>	<p>By submitting an offer, the proposer certifies that, for Long Term Agreements / Purchase Orders / Contracts resulting from this ITB, UNFPA / UNICEF are 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.</p>
<b>28. Incoterms</b>	<p>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.</p>
<b>SUBMISSION AND OPENING OF BIDS</b>	
<b>29. Submission</b>	<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 - Documents establishing eligibility and qualifications of the bidder and Section 3: Data Sheet. The Price Schedule shall be submitted together with the Technical Bid but in separate folders to facilitate the evaluation.</p> <p>The bid shall be submitted electronically 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> <p>Hard copy (manual) submission is not acceptable.</p>
<b>30. Email and e-cloud submissions</b>	<p>Electronic submission through email or e-cloud base system, if allowed as specified in the ITB, shall be governed as follows:</p> <p>Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in the ITB</p>
<b>31. Deadline for bid submission</b>	<p>Complete bids must be received by UNFPA 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 <a href="http://www.timeanddate.com/worldclock/">http://www.timeanddate.com/worldclock/</a>. 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 their discretion, extend this deadline for the submission of bids by amending the solicitation documents in accordance with this Section 2: Instructions to Bidders, Clause - 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>



<b>32. Withdrawal, substitution and modification of bids</b>	<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, duly signed by an authorized representative. 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>
<b>33. Storage of bids</b>	<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>
<b>34. Bid opening</b>	<p>Bids will be opened by a committee formed by UNFPA / UNICEF consisting of at least two (2) members.</p> <p>Bidders may attend the opening of the bids if stated in Section 3: Data Sheet. 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>Any bid received by UNFPA / UNICEF after the deadline for submission of bids will be rejected. 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>
<b>EVALUATION OF BIDS</b>	
<b>35. Confidentiality</b>	<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>
<b>36. Evaluation of bids</b>	<p>Evaluation of the Bids shall be based on lowest acceptable priced substantially responsive compliant offer methodology.</p> <p>The list of the required products has been divided into two groups based on the spend level as indicated in Section 5. Paragraph 2. Products solicited are comprised of the following categories:</p> <ul style="list-style-type: none"> <li>● Major group items (5 items), and</li> <li>● Routine group items (25 items)</li> </ul> <p>To reduce the evaluation time and transactional costs, the bids will be evaluated in stages:</p> <ol style="list-style-type: none"> <li>a. Preliminary examination and eligibility evaluation (pass/fail)</li> <li>b. Commercial evaluation</li> <li>c. Evaluation of technical bids</li> <li>d. Financial and final evaluation</li> </ol>



<b>37. Preliminary examination and eligibility evaluation</b>	<p>The Preliminary examination and eligibility evaluation will be undertaken in 2 steps:</p> <p>1st step. 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.</p> <p>2nd step. UNFPA / UNICEF shall examine the bids against the minimum Eligibility/Qualification requirements specified in Section 4: Evaluation Criteria and in article 4: Eligible Bidders.</p> <p>UNFPA / UNICEF reserve the right to reject any bid at this stage. Preliminary examination and eligibility evaluation will be conducted on a pass/fail basis.</p>
<b>38. Commercial Evaluation</b>	<p>UNFPA / UNICEF shall perform commercial evaluation of bids having passed preliminary examination/eligibility evaluation criteria and identify a batch of lowest bids for Major items only.</p> <p>Commercial evaluation criteria will consider the following areas:</p> <ul style="list-style-type: none"> <li>a. Responsiveness to Section 4: Evaluation Criteria and Section 7: Form H – Financial Bid Form</li> <li>b. Identification of bidders quoting full coverage of all Major items and as many as possible Routine Items</li> <li>c. Shortest Delivery lead time</li> <li>d. Lowest Price offered</li> </ul> <p>For the comparison of prices and delivery lead time Section 7: Form H – Financial Bid, Column ‘Price per unit for delivery FCA bidder’s warehouse – PALLETISED/CONTAINERIZED in USD’ and Column ‘Delivery Lead Time FCA bidder’s warehouse - PALLETISED/CONTAINERIZED, in weeks, from the date of firm order’ will solely be used.</p> <p>For item ‘S0002153/ S0845186 Stand, infusion, double hook, on castors’, additionally columns ‘Price per unit for delivery DAP Unicef warehouse Copenhagen, Denmark PALLETISED/CONTAINERIZED in USD’ and ‘Delivery Lead Time DAP Unicef warehouse Copenhagen, Denmark PALLETISED/CONTAINERIZED in weeks, from the date of firm order’ and Minimum Order Quantity will be taken into consideration.</p>
<b>39. Evaluation of technical bids</b>	<p>The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Technical Specifications and requirements and other documentation provided, applying the procedure indicated in the bid document and other ITB annexes. When necessary, and if stated in the ITB, UNFPA / UNICEF may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.</p> <p>If technical evaluation does not yield enough substantially compliant bids, next (following) lowest bids may be admitted to technical evaluation.</p>
<b>40. Financial Evaluation</b>	<p>The evaluation of prices will be conducted only for those Bidders whose Technical Bids have passed the Technical Evaluation.</p> <p>Comparison will be based on lowest acceptable priced substantially responsive compliant offer methodology. Bids obtaining the highest –financial and final score as per below methodology will be considered as lowest priced substantially responsive.</p> <p>Weighted scoring will be used during the financial and final evaluation, with the maximum score of 100 allocated to the lowest price offer covering the whole range of products.</p>





	<p>Bidders' prices will be given the following weights in the financial and final scoring: -Major group items (sum of bidder's price for all major items): 60%</p> <p>-Routine group items (sum of bidder's price for all routine items): 40%</p> <p>Total score for each Bidder will be the sum of weighted scores for Major and Routine items.</p> <p>Comparison of prices will be conducted solely based on the prices submitted in the Form H – Financial Bid, Column 'Price per unit for delivery FCA bidder's warehouse PALLETISED/CONTAINERIZED in USD'.</p> <p>For item 'S0002153 / S0845186 Stand, infusion, double hook, on castors', additionally column 'Price per unit for delivery DAP Unicef warehouse Copenhagen, Denmark PALLETISED/CONTAINERIZED in USD' and Minimum Order Quantity will be taken into consideration.</p>
<b>41. Due diligence</b>	<p>UNFPA / UNICEF reserve the right to undertake a due diligence exercise, 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"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the bidder;</li> <li>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;</li> <li>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;</li> <li>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;</li> <li>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;</li> <li>f) Other means that UNFPA / UNICEF may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul> <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>
<b>42. Clarification of bids</b>	<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 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>





<b>43. Responsiveness of bid</b>	<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"> <li>a) affects in any substantial way the scope, quality, or performance of the goods, services and/or works specified in the contract; or</li> <li>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</li> <li>c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.</li> </ul> <p>UNFPA / UNICEF considers material deviation to include, but not be limited to the following situations:</p> <ol style="list-style-type: none"> <li>1. During preliminary examination of bids (verification of formal criteria) <ul style="list-style-type: none"> <li>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;</li> <li>b. The Bidder indicates in the bid that they do not accept General Conditions and/or important contract conditions, i.e. related to Warranty, Force Majeure Applicable Law, Delivery Schedule, Payment Terms, General Conditions and Limitation of Liability;</li> <li>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;</li> <li>d. Non eligibility of the Bidder;</li> <li>e. Financial information is included in the technical bid when using the two-envelope method.</li> </ul> </li> <li>2. During technical evaluation of bids and qualification of Bidders: <ul style="list-style-type: none"> <li>a. Specifications of the item quoted vary in one or more significant respect(s) from the minimum required technical requirements.</li> <li>b. The Bidder does not meet the minimum conditions for qualification.</li> </ul> </li> <li>3. During financial evaluation of bids: <ul style="list-style-type: none"> <li>a. The Bidder does not accept the required price correction as per Clause - Nonconformities, reparable errors and omission, below.</li> <li>b. Required price components are missing.</li> </ul> </li> </ol> <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>
<b>44. Nonconformities, reparable errors and omission</b>	<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</p>



	<p>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"> <li>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;</li> <li>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</li> <li>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.</li> </ul> <p>If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected.</p>
<b>AWARD OF CONTRACT</b>	
<b>45. Right to accept any bid and to reject any or all bids</b>	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.
<b>46. UNFPA's right to annul a bidding process</b>	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.
<b>47. Award criteria</b>	<p>In the event of a Contract award, UNFPA / UNICEF shall award the Long-Term Arrangements (LTA) to bidder(s) who have been determined as eligible and qualified and whose bid has been determined to be the <b>lowest priced, substantially compliant offer to the ITB</b>.</p> <p>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 and services. The resultant LTA represents an offer on the part of the successful Bidder(s) to provide UNFPA / UNICEF with goods and services, at the prices agreed and under the Conditions of Contract detailed for the duration of the LTA. The LTA will not be considered as a contract, 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>
<b>48. Notification of award</b>	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, is strongly encouraged to complete the vendor registration process on the UNGM prior to the signature and finalization of the contract.
<b>49. LTA Signature</b>	<p>The agencies have agreed to separately sign non-exclusive, time-bound Long-Term Agreements (LTAs) with vendors to cover the full range of products required.</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 and services. The resultant</p>



	<p>LTA represents an offer on the part of the successful Bidder(s) to provide UNFPA / UNICEF with goods and services, at the prices agreed and under the Conditions of Contract detailed for the duration of the LTA.</p> <p>The LTA will not be considered as a contract 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> <p><u>Specific to UNFPA only</u></p> <p>Within fifteen (15) days from the date of receipt of the LTA, the successful Bidder shall sign and date the LTA and return it to UNFPA. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNFPA may award the LTA to the Second highest rated or call for new Bids.</p>
<b>50. General Conditions of Contract</b>	The applicable UNFPA and UNICEF General Conditions of Contract, as specified in the ITB, is available as an Annex to this ITB.
<b>51. Debriefing</b>	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.
<b>52. Sharing of Agreement among UN Agencies</b>	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.
<b>53. Publication of Contract Award</b>	<p>UNFPA will publish the contract award on United Nations Global Marketplace <a href="http://www.ungm.org">http://www.ungm.org</a>, 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.</p> <p>UNICEF will be publishing any resulting contract awards on UNICEF's Contract Award website: UNICEF will only notify the Bidder(s) that has/have been awarded the LTA(s)-G resulting from this solicitation process; UNICEF may, but is not required to, notify the other Bidders of the outcome of this solicitation process. Awards will be published at <a href="https://www.unicef.org/supply/contract-awards">https://www.unicef.org/supply/contract-awards</a></p>
<b>54. Data Sharing</b>	The Bidder acknowledges and agrees that UNFPA/UNICEF 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.
<b>55. Secondary Bidding</b>	<p>Upon the establishment of a LTA with the successful Bidder(s), UNFPA reserves 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 supplier's warehouse 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 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>The secondary bids submitted by LTA holders must satisfy the LTA terms and conditions, including all commercial terms, INCOTERS and Technical Requirements for medical devices.</p> <p>Bidder(s) invited to a secondary bidding, but who systematically do not respond regularly to UNFPA RFQs without valid justification may not continue to be invited to submit quotations.</p>
<b>56. UN standard payment terms</b>	<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>
<b>57. Liquidated Damages</b>	<p>If specified in Section 3: Data Sheet, UNFPA / UNICEF shall apply Liquidated Damages for the damages and/or risks caused to UNFPA resulting from the Contractor's delays or breach of its obligations as per the Contract.</p>
<b>58. Bid protest</b>	<p>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 <a href="mailto:procurement@unfpa.org">procurement@unfpa.org</a>, who will then make an assessment of the complaint and provide a reply to the supplier within 10 calendar days, if required.</p>
<b>59. Delivery arrangements and documentation</b>	<p>UNFPA / UNICEF reserve the right to either purchase CPT or FCA supplier's warehouse or FCA nearest seaport/airport and to contract the freight component separately, whichever combination is in the best interest of UNFPA / UNICEF.</p> <p><u>Specific to UNFPA only</u></p> <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 the 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 2 weeks 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> <p>Original document must be either sent the same day the goods are dispatched using express courier or attached to the cargo, if not stated differently in the purchase order. In case of air shipment, the Supplier has the responsibility to take necessary measures to avoid delivery at final destination on Weekend/Holiday. In case it is unavoidable, UNFPA must be notified at least 3 days in advance.</p> <p>The Supplier shall ensure that delivery details are communicated to UNFPA at least seven days prior to arrival of goods at their destination, if not stated differently in the purchase order.</p> <p>No partial deliveries shall take place unless written approval has been obtained from the UNFPA Country Focal Point. Individual delivery instructions shall be contained in the Purchase Orders.</p> <p>The supplier shall regularly update specific shipment tracking information related to any issued Purchase Order in the UNFPA <a href="https://www.unfpaprocurement.org/advanced-search-ot">https://www.unfpaprocurement.org/advanced-search-ot</a> (OTS).</p>
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	<p>If awarded with a Purchase Order, a shipping advice note shall be scanned and sent by e-mail to UNFPA at the time for dispatching the cargo; the note shall contain the following information:</p> <ul style="list-style-type: none"> <li>a. PO reference;</li> <li>b. Quantity and type of Goods;</li> <li>c. Invoiced value of the Goods;</li> <li>d. Name of freight forwarder;</li> <li>e. Date of departure from port of shipment;</li> <li>f. Name of vessel or carrier;</li> <li>g. Bills of Lading number(s);</li> <li>h. Expected time of arrival at port of discharge;</li> </ul> <p>If awarded with a Purchase Order, immediately upon shipment of the contracted goods, the supplier must:</p> <ul style="list-style-type: none"> <li>-Send by email to the respective UNFPA Country Focal Point or enter in the Order Tracking System the following shipping documents;</li> <li>-Dispatch by courier (DHL or Federal Express, etc.) to the Consignee a set of original shipping documents as described below:</li> </ul> <ul style="list-style-type: none"> <li>a. One negotiable copy of the Bill of Lading/CMR/AWB (marked "freight prepaid");</li> <li>b. Original commercial invoice;</li> <li>c. Original packing list including the following information; and</li> <li>d. Any other required document (where applicable).</li> </ul> <p>All packing lists shall clearly indicate UNFPA Purchase Order number, the items(s) contained in each package with a brief description, goods value, quantity, gross weight, dimensions, manufacturing batch number (where applicable), shelf life for each of the items (where applicable) and cross-reference to the carton numbers and markings including the full consignee address. The markings on the boxes shall be as per Purchase Order instructions.</p> <p>Electronic copies of the document shall be emailed to the consignee and UNFPA Country Focal Point as soon as available to speed the customs clearance and payment processes.</p> <p>If and when preclearance is required by the Country Offices / partners, the following additional documents/certificates must be provided by the supplier within 2 weeks:</p> <ul style="list-style-type: none"> <li>a. Certificates of Origin issued by Chamber of Commerce</li> <li>b. Certificates of Analysis</li> <li>c. Quality certificates: ISO, CE, GMP, etc.</li> <li>e. Certificates of Conformity</li> <li>f. Any other certificates (if applicable)</li> </ul> <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</p>
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	<p>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> <p><u>Specific to UNICEF</u></p> <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>UNICEF will monitor and measure the performance of the successful proposer(s), in comparison with lead time indicated in this ITB. Accordingly, it is imperative that the Bidders state realistic lead times.</p> <p>For UNICEF packing requirements please consult the following : 1. Annex C.1 Technical specifications for packing, packaging and labelling for all shipments outside Copenhagen, Denmark.</p> <p>2. Annex C.2 Technical specifications for packing, packaging and labelling for all shipments to Copenhagen, Denmark.</p> <p>For UNICEF conditions of contract please consult the following:</p> <p>1. Annex D.2 UNICEF General Terms and Conditions of Contract</p> <p>2. Annex E.2 UNICEF Long Term Agreement</p> <p>3. UNICEF Purchase Order</p>
<b>60. Delay of delivery</b>	<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 Country Focal Point / UNICEF 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 Country Focal Point / UNICEF 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 Country Focal Point's / UNICEF'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>
<b>61. Supplier performance evaluation</b>	<p><u>Specific to UNFPA only</u></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 a) Delivery Timeliness, b) LTA lead-time and c) number of requests for product changes and Qualitative Indicators such as a) Handling of Documents, b) Adherence to the Technical Specifications and c) 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> <p><u>Specific to UNICEF only</u></p> <p>UNICEF will monitor and measure the performance of the successful proposer(s), based on number of Key Performance Indicators identified for Suppliers, including but not limited to timely submission of Order Acknowledgment and Goods Readiness Notification forms, timely delivery of goods, in line with the guaranteed minimum lead time indicated in the bids under this ITB. Accordingly, it is imperative that proposers state realistic guaranteed minimum lead times.</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/21/013.</p> <p>The tender includes the supply of Medical Furniture in support of UNFPA's/UNICEF's programmes and/or partners around the world as further described in Section 5 of this ITB.</p> <p>The present ITB is a joint UNFPA/UNICEF solicitation exercise. The agencies have agreed to jointly award the winning bids and separately sign one or more non-exclusive Long-Term Agreements (LTAs) with multiple vendors to cover the full range of products required.</p> <p>The Long-Term Agreements (LTAs) will be valid for 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>In the event of UNFPA signing Long Term Agreement(s), 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.</p> <p>Please refer to Section 5. Technical Specifications and Technical Requirements, paragraph 2. Past purchase statistics for a three year spend analysis.</p>
Eligible bidders	The bidder might come from any country.
Eligible recipients of goods and associated services	<p><u>Specific to UNFPA only</u></p> <p>Goods purchased under the resulting LTAs are for developing countries for use in:</p> <ol style="list-style-type: none"> <li>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 sector 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.</li> <li>2. Social marketing family planning programs. The product(s) will be for programs which use standard commercial marketing techniques to promote the use of contraceptives and other family planning and HIV/AIDS prevention methods in developing countries. The products are sold 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. 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.</li> <li>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.</li> <li>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: <a href="http://unstats.un.org/unsd/methods/m49/m49regin.htm#developed">http://unstats.un.org/unsd/methods/m49/m49regin.htm#developed</a>.</li> </ol>



	<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> <p><u>Specific to UNICEF only</u></p> <p>The successful bidder(s) will be required to acknowledge that:</p> <p>UNICEF may further distribute the goods supplies to its Programme partners, including procurement services customers;</p> <p>The benefit of any warranties provided and liabilities entered into with UNICEF, shall be passed on by UNICEF to its Programme partners, including Procurement Services customers.</p>
Order process	<p>As per previous ITB (clause 1.4)</p> <p>The supplies will be ordered by the following parties:</p> <p>1. UNFPA Procurement Services Branch (PSB) in Copenhagen:</p> <p>UNFPA will procure Medical Furniture for its programmes worldwide from the selected supplier(s) based on the resulting LTA(s). Payment will be made through UNFPA PSB in Copenhagen.</p> <p>2. UNFPA Country Offices:</p> <p>UNFPA Country Offices will place purchase orders against the LTA(s), and payment will be made through UNFPA Country Offices.</p> <p>3. UNICEF Supply Division and UNICEF Country Offices:</p> <p>UNICEF Supply Division and UNICEF Country Offices will place purchase orders against the LTA(s), and a Direct Ordering mechanism based on the LTA (DO LTA) respectively, and payment will be made through UNICEF Headquarters (Supply Division, Copenhagen).</p>
Eligible goods and associated services	<p>Goods and/or services with origin in all countries are eligible in this bidding process.</p>
Clarification of solicitation documents	<p>Contact details for clarification of solicitation documents:</p> <p>Focal Person: Maria Spinaki</p> <p>E-mail address: <a href="mailto:spinaki@unfpa.org">spinaki@unfpa.org</a></p> <p><b>ATTENTION:</b> BIDS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (see Data Sheet Clause - Instructions for bid submission).</p> <p>Questions sent to the secure email address will not be responded.</p> <p>Deadline for submitting requests for clarifications / questions:</p> <p>Date: 15 November 2021</p> <p>Time: 17:00 hrs</p> <p>Time zone: CET (<a href="https://www.timeanddate.com/time/zones/cet">https://www.timeanddate.com/time/zones/cet</a>)</p> <p>Manner of disseminating supplemental information to the ITB and responses / clarifications to queries:</p>



	Direct communication to prospective Bidders by email and posting on UNGM website <a href="http://www.ungm.org/">http://www.ungm.org/</a>
Language of the bid	English is the mandatory language of the bid, with any other language documents translated into English.
Partial bids	<p>Partial bids are permitted <u>under the following conditions</u>:</p> <p>a. Major group items, Partial bids are NOT permitted.</p> <p>Bidders must quote for all 5 <b>Major items</b>.</p> <p>b. Routine group items, Partial bids are permitted.</p> <p>Bidders are encouraged to quote for the complete range of the required products to obtain highest possible weight in the evaluation process.</p> <p>UNFPA /UNICEF reserve the right to select and accept a part or parts of any Bid.</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	At least 365 days
Alternative Bids	<p>Alternative bids are NOT allowed.</p> <p>If bidders have alternative product(s) which fulfil the same function or offer better performance in terms of quality, cost-effectiveness, environmental impact etc., they may include them in their Bid SEPARATELY and clearly marked as "Alternative item", <b>in addition to the bid for items specified in this Solicitation Document</b>. Please note that if these alternative products are deemed by UNFPA/UNICEF to be a viable alternative to the items included in this Solicitation Document, then, pending an internal review, UNFPA/UNICEF may issue <b>a separate tender aimed at establishing agreements for such products</b>.</p>
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><input checked="" type="checkbox"/> Cloud storage space or internet-based computer file transfer service</p> <p><b>SUBMISSION BY EMAIL:</b></p> <p>Bid submission address: <a href="mailto:bidtender@unfpa.org">bidtender@unfpa.org</a></p> <p><b>PLEASE DO NOT SEND THE EMAILS WITH YOUR BID TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC).</b></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"> <li>File Format: Bidders are requested to submit their bid using the Bidding Forms provided in this tender. <u>The Technical and Financial Bid should be sent both in signed PDF and excel format.</u></li> <li>File names must use the Section reference and document name, example: Section 7-Form D Bidder information.</li> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>All files must be free of viruses and not corrupted.</li> <li>Max. File Size per transmission: 25 MB</li> <li>Mandatory subject of email: <ul style="list-style-type: none"> <li>“UNFPA/DNK/ITB/21/013, Company name, Commercial Bid, email no. X of Y” sequentially, and the final “email Y – final”</li> <li>“UNFPA/DNK/ITB/21/013, Company name, Technical Bid, email no. X of Y” sequentially, and the final “email Y – final”</li> </ul> </li> <li>If the bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline.</li> <li>It is recommended that the entire bid be consolidated into as few attachments as possible.</li> <li>Additionally, 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 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 <a href="mailto:bidtender@unfpa.org">bidtender@unfpa.org</a> that documentation is to be accessed via an online platform providing the links and passwords.</li> <li>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 <a href="mailto:spinaki@unfpa.org">spinaki@unfpa.org</a>.</li> </ul>
Deadline for bid submission	<p>Date: 1 December 2021</p> <p>Time: 17:00 hrs</p> <p>Time zone: CET (<a href="https://www.timeanddate.com/time/zones/cet">https://www.timeanddate.com/time/zones/cet</a>)</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</p> <p>Date and Time: 3 December 2021, at 11:00 hrs (CET time zone)</p> <p>Venue: The link to access the Bid opening will be shared by email to the bidders confirming their interest to participate. Due to Covid-19 restrictions in accessing UN City premises, attendance of bidders or representatives to the bid opening shall not be allowed.</p> <p>Only suppliers who have submitted a bid in response to this ITB may attend the bid opening.</p> <p>Bidders interested to attend the virtual bid opening must submit their interest and share the full names and email addresses of their authorized representatives by email to Maria Spinaki at <a href="mailto:spinaki@unfpa.org">spinaki@unfpa.org</a> by 1 December 2021, at 17:00 hrs time (CET time zone). A maximum of 2 representatives per bidder may attend the bid opening.</p> <p>The 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>Both Technical and Financial Bids will be opened during the Bid opening.</p> <p>The Bidders’ names, modifications, withdrawals, submitted documents and all other such details as UNFPA / UNICEF may consider appropriate shall be announced and recorded on the Bid opening report.</p>



	<p>No bid shall be rejected at bid opening, except for late bids. Bids that are not opened and read out at the bid opening shall not be considered further for evaluation, irrespective of the circumstances.</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 and structure provided in <b>Section 7 – Bidding Forms and providing the documents required in those forms</b>. 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 <b>compulsory documentation</b>, available under Section 7:</p> <p><b>Form B: Checklist</b> completed</p> <p><b>Form C: Bid Submission</b> completed and signed</p> <p><b>Form D: Bidder Information</b> completed, signed and <u>attaching all supporting documentation specified in the form</u></p> <p><b>Form E: Joint Venture/Consortium/Association Information</b>, completed and signed, and <u>attaching all supporting documentation</u></p> <p><b>Form F: Eligibility and Qualification</b>, completed and signed, and <u>attaching all supporting documentation</u>.</p> <p><b>Form G: Drive - Questionnaire on Corporate Social Responsibility</b>, 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>
Financial Bid and Price Submission	<p>The Financial Bid shall be prepared using Form H – Financial Bid provided in Section 7 and taking into consideration the requirements stated in this clause.</p> <p><b>Form H – Financial Bid, shall be submitted SEPARATELY from the Technical Bid.</b></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 H: Financial Bid,</p> <ul style="list-style-type: none"> <li>The financial evaluation of the bids will be conducted on price per unit for delivery FCA bidder's warehouse – PALLETISED/CONTAINERIZED in USD, governed by Incoterms 2020. For item 'S0002153 / S0845186 Stand, infusion, double hook, on castors', additionally 'Price per unit for delivery DAP Unicef warehouse Copenhagen, Denmark PALLETISED/CONTAINERIZED in USD' and Minimum Order Quantity will be taken into consideration.</li> <li>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.</li> </ul> <p>Price revisions may only be considered at the extension of the LTA provided that the LTA holders submits such a proposal at least 6 (six) months prior to the expiry of the resulted LTA(s) and 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, 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"> <li>All items must be listed and priced separately.</li> </ul>



	<ul style="list-style-type: none"> <li>• The price to be quoted shall be the total price of the bid, excluding any discounts offered.</li> <li>• The bidder shall quote any unconditional discounts and indicate the method for their application.</li> <li>• Quantity/volume discounts, in form of large quantity/volume discounts and staircase pricing (i.e. varying prices according to different quantities procured);</li> <li>• Cumulative quantity/volume discount levels, i.e. discounts that increase as the cumulative order value/volume increases throughout the validity of the LTA;</li> <li>• 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;</li> <li>• Only for UNICEF: Payment Terms Discount: 3% for 10 days net, 2,5% for 15 days net, 2% for 20 days net.</li> </ul> <p>All prices shall be inclusive of VAT and other applicable indirect taxes.</p>
Technical Bid	<p>The bidder is required to submit a technical bid structured in accordance with the bidding forms and structure provided in Section 7 and taking into consideration the requirements in the ITB.</p> <p><b>Section 7: Form I – Technical Questionnaire</b>, completed, both in excel and PDF format and duly signed</p> <p>When completing the Technical Questionnaire bidders are requested to read tab 'Instructions' on how to use this tool.</p> <p>Evidence or proof of compliance to bidders' specifications of all items must be accompanied with the bid response, including but not limited to copies of international certificates and GMP certificates, please do not attach any pictures/documents in the Technical Questionnaire. Deviations between the specifications provided by the bidders in the Technical Bid Form and the product literature (e.g. manufacturer brochures/webpage) may invalidate the bid.</p>
Incoterms	<p>Bidders are requested to quote unit prices in accordance with the following delivery terms (INCOTERMS 2020):</p> <ol style="list-style-type: none"> <li>1. FCA bidder's warehouse PALLETISED/CONTAINERIZED (export packing and palletizing/containerization for air/sea freight included)</li> <li>2. FCA nearest Sea/Air Port of Departure PALLETISED/CONTAINERIZED (export packing and palletizing/containerization for air/sea freight included)</li> <li>3. DAP Unicef warehouse Copenhagen (Denmark) PALLETISED/CONTAINERIZED, applies to item S0002153 / S0845186 only. UNICEF Warehouse is located at Skagerakvej 6, 2150 Nordhavn Copenhagen Denmark.</li> </ol> <p>Only one delivery point (bidder's choice) shall be named per each of the delivery terms stipulated above. No multiple FCA delivery locations will be accepted.</p> <p>Delivery terms under the current ITB shall be governed by the INCOTERMS 2020, published by the International Chamber of Commerce.</p> <p><u>Specific to UNFPA only</u> UNFPA will insure the Goods during shipment subject to the incoterm agreed in the purchase order.</p>
Expected date for commencement of contract	31-May-2022



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 of Contract (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 bidding forms, supporting documents and technical documentation requested under this bid have been provided and are complete.
Bidder accepts UNFPA / UNICEF General Conditions of Contract for provision of Goods and Services as specified in Section 6.	Form C: Bid Submission
Bid remains valid for at least 365 days commencing on the deadline for submission of bids	Form C: Bid Submission
Bidder accepts UN standard payment terms	Form C: Bid Submission
Bidder quotes ALL five (5) Major items	Form H: Financial Bid
Financial bid currency is in USD	Form H: Financial Bid

### Eligibility Criteria

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

If the bid is submitted as a Joint Venture, Consortium or Association, each member should meet the minimum criteria, unless otherwise specified.

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 - Eligible Bidders.	Form C: Bid Submission
No conflicts of interest in accordance with Section 2: Instructions to Bidders, Clause -Eligible Bidders.	Form C: Bid Submission
The bidder has not declared bankruptcy, in 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: 1. Duly authorized to act as Agent on behalf of the Manufacturer, if the bidder is not a manufacturer. 2. Official appointment as local representative, if the bidder is submitting a bid on behalf of an entity located outside the country. 3. Export/Import Licenses, if applicable.	Form D: Bidder Information





4. Quality Assurance Certificate	
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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 F: Eligibility and Qualification Form
Litigation History: No consistent history of court/arbitral award decisions against the bidder for the last 3 years.	Form F: Eligibility and Qualification Form
Previous Experience:	
<u>Minimum 3 years</u> of relevant experience.	Form D: Bidder Information Form F: Eligibility and Qualification Form
At least 1 similar contract <u>within the last five years</u> for supply of relevant goods and/or services of similar value. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form F: Eligibility and Qualification Form
Financial Standing:	
Annual Sales Turnover for the last three years	Copy of audited financial statements for the last three years. / Form F: Eligibility and Qualification Form
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 F: 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 F: Eligibility and Qualification Form
Capacity:	
Production capacity	Form H: Financial Bid

#### Commercial evaluation

Criteria	Documents to establish compliance
Bidder quotes all Major items and as many as possible of Routine items.	Form H: Financial Bid
Bids found to be substantially compliant, will be compared to identify a batch of lowest bids as per:  Lowest price offered  Shortest Delivery lead time  Comparison of prices and delivery lead time will be conducted solely based on the 'Price per unit for delivery FCA bidder's warehouse PALLETISED/CONTAINERIZED in USD' and 'Delivery Lead Time FCA bidder's warehouse -	Form H: Financial Bid



<p>PALLETISED/CONTAINERIZED in weeks, from the date of firm order’.</p> <p>For item ‘S0002153/ S0845186 Stand, infusion, double hook, on castors’, additionally columns ‘Price per unit for delivery DAP Unicef warehouse Copenhagen, Denmark PALLETISED/CONTAINERIZED in USD’, ‘Delivery Lead Time DAP Unicef warehouse Copenhagen, Denmark PALLETISED/CONTAINERIZED, in weeks, from the date of firm order’ and Minimum Order Quantity will be taken into consideration.</p>	
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#### Technical Evaluation Criteria

Criteria	Documents to establish compliance
Products 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 I: Technical Questionnaire Supported by all requested certificates, documentation and information indicated in the ITB document and Technical Questionnaire.

#### Evaluation of prices (financial evaluation)

Criteria	Documents to establish compliance
<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.</p> <p>Weighting scoring will be used, with a maximum score of 100 allocated to the lowest price offer covering the whole range of products.</p> <p>Comparison of prices will be conducted solely based on the following:</p> <ul style="list-style-type: none"> <li>-Weight of maximum 60% to the sum of bidder’s price for all major items</li> <li>-Weight of maximum 40% to the sum of bidder’s price for all routine items</li> </ul> <p>Total score for each bidder will be the sum of weighted scores for major and routine items.</p> <p>Comparison of prices will be conducted solely based on the prices submitted in Form H – Financial Bid, Column ‘Price per unit for delivery FCA bidder’s warehouse – PALLETISED/CONTAINERIZED in USD’.</p> <p>For item ‘S0002153 / S0845186 Stand, infusion, double hook, on castors’, additionally column ‘Price per unit for delivery DAP Unicef warehouse Copenhagen, Denmark PALLETISED/CONTAINERIZED in USD’ and Minimum Order Quantity (MOQ) will be taken into consideration.</p>	Form H: Financial Bid



## SECTION 5: TECHNICAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS

### 1. Past purchase statistics

Due to the nature of UNFPA's / UNICEF's mandate and business, the demand for supplies is highly unplanned. Figures on UNFPA / UNICEF combined off-take analysis over the last 3 (three) years (2018-2020) is provided in the table below. Figures are given in good faith and should not in any way be deemed a commitment on the part of UNFPA / UNICEF regarding any quantity for future purchases under this ITB. In other words, this off-take analysis is provided as a non-binding potential forecast only for illustrative purposes. Quantity reading "1" (one) indicates that no offtake data is available to share.

Bid Item No.	UNICEF Short Description	UNFPA Description	Product category	Quantity (in pieces)
10	Cot,baby,hospital,w/bassinet,on castors	Baby cot on castor with bassinet	Routine	5,065
20	Bed,labour/delivery,w/access	Bed, labour delivery, with accessories	Major	4,463
30	Trolley,dressing,ss,2 trays	Trolley, dressing, stainless steel, 2 trays	Routine	3,105
40	Stand,infusion,double hook,on castors	Stand, infusion, double hook, on castors	Major	54,561
50	Stool,adjustable,on castors	Stool, adjustable, on castors	Routine	1,159
60	Stretcher,foldable	Stretcher, foldable, portable	Routine	1,162
70	Table,instr,Mayo type,ss,on castors	Table, instrument, Mayo type	Routine	1,478
80	Table,instr,ss,2 trays,on castors	Table, instrument, stainless steel, 2 trays	Routine	524
90	Bed,hospital,standard,w/mattress	Bed, hospital, standard, with mattress	Major	7,571
100	Bed,hospital,ICU,w/mattress	Bed, hospital, ICU, with mattress	Routine	1,939
110	Bucket,kick,ss,on castors	Bucket, kick, stainless steel, on castors	Routine	659
120	Trolley,emergency,w/drawers	Trolley, emergency, with drawers	Routine	670
130	Trolley,soiled linen	Trolley, soiled linen	Routine	89
140	Cabinet,bedside,standard	Cabinet, bedside, standard	Routine	2,218
150	Cabinet,instruments,double door	Cabinet, instruments, double door	Routine	560
160	Cabinet,medicine,double door	Cabinet, medicine, double door	Routine	3,018
170	Stand,single bowl,on castors	Stand, single bowl, on castors	Routine	1,825
180	Footstool,two steps	Footstool, two steps	Routine	2,673
190	Stretcher,patient,w/side rails	Stretcher, patient, with side rails	Routine	872
200	Table,examination	Table, examination	Routine	3,766
210	Table,baby dressing	Table, baby dressing	Routine	1,579
220	Table,operating theatre,w/access	Table, operating theatre, with accessories	Routine	293
230	Table,gynaeco,delivery,w/access	Table, gynaecology, delivery, with accessories	Major	5,586
240	Operating Table for Fistula Repair	Operating Table for Fistula Repair	Routine	42
250	Cot,medical,IV-pole,basic	Cot,medical,IV pole,basic	Routine	329



Bid Item No.	UNICEF Short Description	UNFPA Description	Product category	Quantity (in pieces)
260	Bedscreen,hospital,on castors	Bedscreen, hospital, on castors	Major	16,092
270	Infusion Arm Splint, Foldable, Adult	Infusion arm splint, foldable, adult	Routine	20
280	Infusion Arm Splint, Foldable, Child	Infusion Arm Splint, Foldable, Child	Routine	1
290	Table,gynaeco,delivery,electrical,w/access	Table, gynecology, delivery, electrical, w/a	Routine	1
300	Chair,reclining,blood donation	Chair,reclining,blood donation	Routine	1

## 2. Products solicited are comprised of the following categories

The list of the required products and services has been divided into 2 (two) groups based on the spend level:

- Major Items

Bidders must quote for all Major items.

Bid Item No.	UNICEF Material No.	UNICEF Short Description	UNFPA Item ID	UNFPA Description
20	S0002151	Bed,labour/delivery,w/access	BEDLABOURDELIVERY3	Bed, labour delivery, with accessories
40	S0002153 / S0845186	Stand,infusion,double hook,on castors	STANDINFUSION2	Stand, infusion, double hook, on castors
90	S0002158	Bed,hospital,standard,w/mattress	BEDHOSPITAL5	Bed, hospital, standard, with mattress
230	S0002174	Table,gynaeco,delivery,w/access	TABLEGYNAECOLEXAM2	Table, gynaecology, delivery, with accessories
260	S0101015	Bedscreen,hospital,on castors	BEDSCREEN3	Bedscreen, hospital, on castors

- Routine Items

Bidders are encouraged to quote for the complete range of routine items, and in any case for as many as possible items.

Bid Item No.	UNICEF Material No.	UNICEF Short Description	UNFPA Item ID	UNFPA Description
10	S0002150	Cot,baby,hospital,w/bassinet,on castors	COTBABY	Baby cot on castor with bassinet
30	S0002152	Trolley,dressing,ss,2 trays	TROLLEYDRESSING2	Trolley, dressing, stainless steel, 2 trays



Bid Item No.	UNICEF Material No.	UNICEF Short Description	UNFPA Item ID	UNFPA Description
50	S0002154	Stool,adjustable,on castors	STOOLREVOLVING3	Stool, adjustable, on castors
60	S0002155	Stretcher,foldable	STRETCHERFOLDABLE	Stretcher, foldable, portable
70	S0002156	Table,instr,Mayo type,ss,on castors	TABLEINSTRUMENT2	Table, instrument, Mayo type
80	S0002157	Table,instr,ss,2 trays,on castors	TABLEINSTRUMENT3	Table, instrument , stainless steel, 2 trays
100	S0002159	Bed,hospital,ICU,w/mattress	BEDHOSPITAL6	Bed, hospital, ICU, with mattress
110	S0002161	Bucket,kick,ss,on castors	BUCKETKICK3	Bucket, kick, stainless steel, on castors
120	S0002162	Trolley,emergency,w/drawers	TROLLEYEMERGENCY3	Trolley, emergency, with drawers
130	S0002163	Trolley,soiled linen	TROLLEYLINENSOIL3	Trolley, soiled linen
140	S0002165	Cabinet,bedside,standard	CABINET4	Cabinet, bedside, standard
150	S0002166	Cabinet,instruments,double door	CABINET5	Cabinet, instruments, double door
160	S0002167	Cabinet,medicine,double door	CABINET6	Cabinet, medicine, double door
170	S0002168	Stand,single bowl,on castors	STANDSINGLEBOWL3	Stand, single bowl, on castors
180	S0002169	Footstool,two steps	FOOTSTOOL2	Footstool, two steps
190	S0002170	Stretcher,patient,w/side rails	STRETCHERWHEEL3	Stretcher, patient, with side rails
200	S0002171	Table,examination	TABLEEXAM3	Table, examination
210	S0002172	Table,baby dressing	TABLEBABY	Table, baby dressing
220	S0002173	Table,operating theatre,w/access	TABLEOPERATING2	Table, operating theatre, with accessories
240	S0002175	Operating Table for Fistula Repair	FISTULATABLE	Operating Table for Fistula Repair
250	S0120021	Cot,medical,IV-pole,basic	COTMEDICALw/IV	Cot,medical,IV pole,basic
270	S0566014	Infusion Arm Splint, Foldable, Adult	ARMSPLINTADULT	Infusion arm splint, foldable, adult
280	S0566015	Infusion Arm Splint, Foldable, Child	ARMSPLINTCHILD	Infusion Arm Splint, Foldable, Child
290	S0004068	Table,gynaeco,delivery,electrical,w/access	TABLEGYNECELECTRIC	Table, gynecology, delivery, electrical, w/a



Bid Item No.	UNICEF Material No.	UNICEF Short Description	UNFPA Item ID	UNFPA Description
300	S0004069	Chair,reclining,blood donation	CHAIRBLOODDONATION	Chair,reclining,blood donation
310	U381500	Furniture, medical/surgical	N/A	N/A
320	U481050	Training/installation/svcs f/ med.equip.	N/A	N/A

### 3. Technical Specifications and Technical Requirements for Medical Furniture

#### 3.1.1 Technical Specifications

Please refer to the attached file for the detailed technical specifications of the Medical Furniture:

##### Annex A. Technical Specifications for Medical Furniture

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

#### 3.1.2 Instructions for assembly and safe use

Supplier is to submit with the offer, a sample of the instructions for assembly and safe use, for each item of furniture offered. The minimal specifications for it are as follows:

- The introduction contains an overview of all parts and subparts in line-drawings, text-free pictorial format. Each part and subpart is marked with its respective product reference and its quantity in the packaging;
- The instructions for assembly and safe use contain pictograms of all tools required and supplied in the packaging;
- Contain detailed step-by-step instructions for unpacking, assembly, safe use and maintenance;
- All instructions for assembly and safe use are constituted entirely by means of pictograms (i.e. single-line-drawing). The addition of numbers however is acceptable;
- The pictograms ought to be universally understood (incl. for illiterates) and sensitive to global cultural differences;
- The instructions for assembly and safe use are an integrated part of the supply of the medical furniture. They should be clearly marked with the product reference of the equipment, contain a date and reference number or version.

#### 3.1.3 Keys and tools for assembly and safe use

- Supplier is to submit with the offer, high-resolution photographs taken of the actual set of keys and tools supplied for the assembly and safe use, for each item of furniture offered.
- Assembly in the context of this ITB, is defined as “the steps required to put the equipment together after it was dismantled for shipment; and should not require f.e. measuring, hammering, cutting, riveting or welding”.

#### 3.2.1 Technical Requirements for medical devices

Please refer to the attached file for the detailed technical requirements:



## Annex B. Technical Requirements for Medical Devices

### **3.2.2 Country of Origin**

The country of origin for each product shall be clearly stated in the bid. This information should be indicated in Technical Questionnaire.

### **3.2.3 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.

Supplier shall provide the total product shelf life in months (as applicable). This information should be indicated in Form Technical Questionnaire.

### **3.2.4 Hazardous goods**

The supplier shall provide the material safety data sheet (MSDS) issued by the manufacturer, including Transport information (as applicable).

### **3.2.5 Product(s) modifications**

The successful bidder who is awarded a Long Term agreement shall notify UNFPA / UNICEF any major modification in the products, such as branded name, marketing clearance or any approval certification.

### **3.3.1 Technical Requirements for packing, packaging and labelling**

Please refer to the attached:

Annex C.1 Technical specifications for packing, packaging and labelling for all shipments outside Copenhagen, Denmark.

Annex C.1 Technical specifications for packing, packaging and labelling for all shipments to Copenhagen, Denmark.

### **3.3.2 Environmentally sustainable packaging**

Bidders are highly encouraged to propose alternate standards. Environmentally sustainable packaging options are highly recommended, bidders submitting such proposals shall need to ensure their proposals do not have deleterious effects on the material properties and their shelf life.

### **3.3.3 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.

### **3.4 Special notes**

#### **3.4.1 Devices**

The devices shall:

- a. Conform to style, design, functionality and dimensions as specified;
- b. Conform to international standards for product packaging and labelling;
- c. Have an identification plate stating: manufacturer's name, country of manufacture, model type, manufacturing date, serial number and main characteristics;
- d. Be delivered with the necessary manufacturer's guidelines / instructions / diagrams for assembly, safe operation, maintenance and recommended spare parts (if applicable). Manufacturer documentation shall be available at least in English, French and Spanish;



e. Be compatible with the final destination of the goods, where this is known and specified by UNFPA/UNICEF, with regards to environment, climate, power supply, medical gas supply, water supply, drainage, etc.

### 3.4.2 Services

#### 1. Installation

The supplier may be requested to provide installation services. The services shall include at least:

- a. Installation at the end-user's site;
- b. Provision to end-user, well in advance of installation, of documentation describing pre-installation requirements.

#### 2. Training

The supplier may be requested to provide training and related materials in the appropriate language for the final destination of the goods. Usually, the target audience for the training will be: medical and/or paramedical staff, and biomedical engineering and/or technical staff. The service shall include:

- a. Workshops (hands-on sessions) on site - persons with expertise in the field of work to conduct;
- b. User training: related to use of the equipment, its functionality and general safety procedures;
- c. Technical training: related to technical principles of the equipment and its environment of use, assessment method for equipment functionality, preventive maintenance and first line technical intervention.
- d. The provision of necessary training materials such as: operational manuals, technical manuals, diagrams, calibration materials, reagents, consumables, etc.

#### 3. After-Sales Service

The supplier may be required to provide:

- a. A list of authorized local/regional agents and/or distributors related to the final destination of the goods - that offer after-sales services, including technical services and spare parts;
- b. A reference list of locations in the country and/or abroad where similar equipment is being operated.

### 3.4.3 Disposal

Where appropriate, the necessary information shall be provided for the safe disposal or decommissioning of the products after their recommended time of use.

*Note: Some specific regulation may locally apply*

## 4. General Requirements

### 4.1 Reporting

The LTA supplier(s) shall provide a status report of goods supplied to UNFPA/UNICEF every six months, or on a differently agreed regular basis, in a format to be agreed among the parties.

### 4.2 UNICEF warehouse/stock

UNICEF Average Order Quantity (AOQ) for "Stand,infusion,double hook,on castors" is 100 unit this should inform the bidders to quote for **INCOTERMS DAP UNICEF Warehouse (WH), Copenhagen**, the:

- a) **Price,**
- b) **Minimum Order Quantity (MoQ), and**
- c) **Lead time**

### 4.3 Pre-shipment and post-shipment inspections

UNFPA/UNICEF reserve the right to conduct pre-shipment and/or post-shipment inspection of any and all goods relating to all Purchase Orders. UNFPA/UNICEF or their contracted inspection agent shall be given reasonable and sufficient time before delivery of the goods to inspect them and to reject or refuse acceptance of any item not





conforming to the technical specifications or the specifications stated in the UNFPA's/UNICEF'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 the quality of the goods is established, all orders will be inspected.

The UNFPA/UNICEF 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.

#### **4.4 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.

#### **4.5 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 the aforementioned Order.

#### **4.6 Request for change of product(s) after award**

##### Specific to UNFPA only

It should only be under exceptional instances when the supplier is not able to provide a product according to the specifications as approved during the bid process and hence included in the awarded Long Term Agreement (LTA). In those instances, it is important that the quality of the product remains of equal or higher quality standards as approved in the LTA. The risks of using different specifications should be carefully and thoroughly assessed by the supplier and a risk management plan should be provided.

The workflow will be as follows:

- a) The Supplier shall apply for a request for change in writing stating the full justification for this and shall need to fill in and submit the "Request to Change the Specifications/Technical Requirements" Form to UNFPA for technical assessment. All supporting documents shall be submitted together with the form (e.g. Certificates, pictures, etc.).
- b) UNFPA will prioritize the assessment based on the best interest of the UNFPA programs and clients and will categorize the Change of Specifications as Low, Medium and Critical. UNFPA will ensure best efforts to revise and finalize each submission. The minimum assessment time is 4 weeks.
- c) Requests for change shall only be affected after UNFPA approval.
- d) Product changes are not retroactive and shall not be in force for UNFPA POs already confirmed by the Supplier.

#### **4.7 UNICEF Material U**

Secondary bids should be conducted under UNICEF's "U" material numbers identified in this ITB, as follows:

U381500: Furniture, medical/surgical

U481050: Training/installation/svcs f/ med. Equip.



## **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:

#### Specific to UNFPA only

UNFPA General Conditions of Contract for provision of Goods and Services

Please refer to the attached file named Annex D.1 UNFPA General Conditions - Mixed Goods and Services EN

#### Specific to UNICEF only

UNICEF General Conditions of Contract for provision of Goods and Services

Please refer to the attached file named Annex D.2 UNICEF General terms and conditions of contract for goods

### **6.2 Long Term Agreement Template**

#### Specific to UNFPA only

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 Annex E.1 UNFPA LTA General Goods Services.

It is to be noted that the UNFPA Long Term Agreement annexed to this ITB is a sample contract provided for bidder's information of the expected contractual terms. The actual Long Term Agreement that will be shared with awarded bidders will be adjusted to capture the specific category needs and document the agreed terms.

#### Specific to UNICEF only

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

Please refer to the attached file named Annex E.2 UNICEF Long-term-agreement-LTA-goods

### **6.3 Purchase Order**

#### Specific to UNFPA only

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

For UNFPA Purchase Orders, please refer to the attached file named Annex F.1 UNFPA Purchase Order.

#### Specific to UNICEF only

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

For UNICEF Purchase Orders, please refer to the attached file named Annex F.2 UNICEF Purchase order (PO) for goods



## **SECTION 7: BIDDING FORMS**

**Form A: Bid Confirmation**

**Form B: Checklist**

**Form C: Bid Submission**

**Form D: Bidder Information**

**Form E: Joint Venture/Consortium/Association Information**

**Form F: Eligibility and Qualification**

**Form G: DRIVE - Questionnaire on Corporate Social Responsibility**

**Form H: Financial Bid**

**Form I: Technical Questionnaire**

**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/21/013

Check the appropriate box	Description
<input type="checkbox"/>	<b>YES</b> , we intend to submit a bid.
<input type="checkbox"/>	<b>NO</b> . 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: <a href="#">Click or tap here to enter text.</a>	
<input type="checkbox"/>	We would like to receive future ITBs for this type of goods/services
<input type="checkbox"/>	We don't want to receive ITBs for this type of goods/services

Questions to the bidder concerning the reasons for NO BID should be addressed to Maria Spinaki, email [spinaki@unfpa.org](mailto:spinaki@unfpa.org)

**FORM B: CHECKLIST**

ITB reference:	UNFPA/DNK/ITB/21/013
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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:**

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

**Technical bid:**

<b>Have you duly completed all the returnable bidding forms?</b>	
Form I: Technical Questionnaire, to be submitted duly filled in and signed both in PDF and XLS format	<input type="checkbox"/>
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input type="checkbox"/>

**Financial bid:**

Form H: Financial bid, to be submitted duly filled in and signed both in PDF and XLS format	<input type="checkbox"/>
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**Bidders are requested to follow this structure in order to facilitate the review process:**

**Envelope 1 – Commercial bid template**

A folder with all bidding forms from A to H, including supporting documentation.

**Annex G. Commercial bid template**

- Form A Bid confirmation
- Form B Checklist
- Form C Bid submission
- Form D Bidder information
- Form E Joint venture
- Form F Eligibility and qualification
- Form G Corporate social responsibility
- Form H Financial bid

**Envelope 2 – Technical Bid**

A folder with Form I. Technical questionnaire and a separate folder per each item named after UNICEF material number (example S0002150 etc.) with subfolders including all requested certificates, documentation and technical information indicated in the ITB document and Technical Questionnaire.

**Annex H. Technical bid template**

- Form I. Technical questionnaire
- UNICEF Material number
  - 1 QMS certificates
  - 2 Product technical data sheet
  - 3 Marketing license certificate
  - 4 Lab test reports
  - 5 Product photos
  - 6 Packaging photos
  - 7 Product instructions for use
  - 8 Product leaflet

**FORM C: BID SUBMISSION**

ITB reference:	UNFPA/DNK/ITB/21/013		
Name of bidder (Bidder company name):	Click or tap here to enter text.	Date:	Click or tap to enter a date.
Bid Validity (in number of days), commencing on the deadline for submission of bids:		Click or tap here to enter text.	

We, the undersigned, offer to supply the goods and related services required for medical furniture in accordance with your Invitation to Bid No. UNFPA/DNK/ITB/21/013. We hereby submit our bid, which includes this Technical Bid and Financial Bid.

**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"/>	<b>Requirements and Terms and Conditions:</b> 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"/>	<b>Ethics:</b> 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 : <a href="https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct">https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</a> and acknowledge that it provides the minimum standards expected of suppliers to the UN.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Conflict of interest:</b> 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"/>	<b>Prohibitions, Sanctions:</b> 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"/>	<b>Bankruptcy:</b> 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"/>	<b>Bid Validity Period:</b> 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 confirm that we accept <b>UN standard payment terms of</b> net 30 days upon receipt of shipping documents, invoice and other documentation required by the order.
<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"/>	<b>Inspection of Premises:</b> 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 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**

<b>ITB Reference</b>	UNFPA/DNK/ITB/21/013
<b>Legal name of bidder</b>	Click or tap here to enter text.
<b>Legal Address, City, Country</b>	Click or tap here to enter text.
<b>Website</b>	Click or tap here to enter text.
<b>Year of registration</b>	Click or tap here to enter text.
<b>Bidder's Authorized Representative information</b>	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.
<b>Legal structure</b>	Choose an item.
<b>Organisational type</b>	Choose an item.
<b>Managerial Structure</b>	Please provide documentation on your managerial structure.
<b>Current Licenses, if any, and permits (with dates, numbers and expiration dates)</b>	Click or tap here to enter text.
<b>No. of full-time employees</b>	Click or tap here to enter number.
<b>No. of staff involved in similar supply contracts</b>	Click or tap here to enter number.
<b>Confirm your company is legally established and incorporated in the country where it resides.</b>	Tick below and <b>provide supporting documentation.</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Are you a UNGM registered vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, insert UNGM Vendor Number
<b>Years of supplying to UN organisations</b>	Click or tap here to enter text.
<b>Are you a UNFPA vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, insert Vendor Number
<b>Are you a UNICEF vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, insert Vendor Number

<b>Countries of operation</b>	Click or tap here to enter text.
<b>Subsidiaries in the region (please indicate names of subsidiaries and addresses, if relevant to the bid)</b>	Click or tap here to enter text.
<b>Commercial Representatives in the country: Name/Address/Phone (for international companies only)</b>	Click or tap here to enter text.
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</b>	Click or tap here to enter text.
<b>Presence and characteristics of in-house quality control laboratory (if relevant to bid)</b>	Click or tap here to enter text.
<b>Does your Company have a corporate environmental policy or environmental management system such as ISO 14001 or ISO 14064 or equivalent?</b>	<p>Tick all that apply and <b>provide supporting documentation.</b></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><b>Does your organization demonstrate significant commitment to sustainability, including the following aspects that have been identified in the UN Sustainable Procurement Framework?</b></p> <ul style="list-style-type: none"> <li>• <b>Environmental: prevention of pollution, sustainable resources; climate change and mitigation and the protection of the environment, biodiversity.</b></li> <li>• <b>Social: human rights and labour issues, gender equality, sustainable consumption, and social health and wellbeing.</b></li> <li>• <b>Economic: whole life cycle costing, local communities and small or medium enterprises, and supply chain sustainability.</b></li> </ul>	<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>
<b>Does your company belong to a diverse supplier group including micro, small or</b>	Click or tap here to enter text.

<b>medium sized enterprise, women or youth owned business or other?</b> <i>(If yes, please provide details and documentation)</i>	
<b>Is your company a member of the UN Global Compact</b>	Choose an item. If yes, please provide a link to your Global Compact profile: Click or tap here to enter text.
<b>Contact person that UNFPA / UNICEF may contact for requests for clarifications during bid evaluation</b>	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.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

*[Stamp with official stamp of the bidder]*

**FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION**

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	UNFPA/DNK/ITB/21/013		

To be completed and returned with your bid if the bid is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information ( <i>address, telephone numbers, fax numbers, e-mail address</i> )	Proposed proportion of responsibilities (in %) and type of goods, works and/or services to be performed
1	Click or tap here to enter text.	Click or tap here to enter text.
2	Click or tap here to enter text.	Click or tap here to enter text.
3	Click or tap here to enter text.	Click or tap here to enter text.

<b>Name of leading partner</b> (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)	Click or tap here to enter text.
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We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture    **OR**    ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to Click or tap here to enter text for the fulfilment of the provisions of the Contract.

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**FORM F: ELIGIBILITY FORM**

ITB reference:	UNFPA/DNK/ITB/21/013		
Name of bidder (Bidder company name):	Click or tap here to enter text.	Date:	Click or tap to enter a date.

***If JV/Consortium/Association, to be completed by each partner.***

**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 similar previous assignments successfully completed in the last 5 years; kindly include only similar previous contracts executed, provide contract details (value, period, activities undertaken), client and reference contact details and attach documentary evidence (client's letter or statement) in support of satisfactory completion of these assignments.

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)

*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

Please fill in the tables with financial information of the last 3 years and attach copies of audited financial statements for the referenced years.

<b>Annual Turnover for the last 3 years</b>	Year (state year)	Currency	Amount
	Year (state year)	Currency	Amount
	Year (state year)	Currency	Amount
<b>Latest Credit Rating (if any), indicate the source and date.</b>			

Financial information	Historic information for the last 3 years		
Currency (state currency)	Year (state year)	Year (state year)	Year (state year)
	<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)			
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☐ 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 or party to a JV, 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.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

*[Stamp with official stamp of the bidder]*



**Form G: DRIVE - QUESTIONNAIRE ON CORPORATE SOCIAL RESPONSIBILITY**

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

**FORM H: FINANCIAL BID**

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

**FORM I: TECHNICAL BID**

Please refer to the attached file “Form I. Technical Bid” and all requested documentation in this form