



INVITATION TO BID (ITB)

Establishment of Global Blanket Purchase Agreements for Pharmaceuticals, Medical Devices and Kits

MegaBid

ITB Reference No.:	UNFPA/DNK/ITB/23/003
Country:	Denmark
Project/Unit:	Supply Chain Management Unit
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SECTION 1: LETTER OF INVITATION

United Nations Population Fund, hereinafter referred to as UNFPA, hereby invites prospective Bidders to submit a bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents and the General Terms and Conditions of Contract are inserted in the Bid Data Sheet (Section 3):

Section 1: This Letter of Invitation

Section 2: Instructions to Bidders

Section 3: Data Sheet

Section 4: Schedule of Requirements Interagency Finished Pharmaceutical Product QNR

Section 5: Evaluation Criteria

Section 6: Bidding Forms and Structure of the Bid Files

- Form A: Bid Submission
- Form B: Bidder Information
- Form C: Joint Venture/Consortium/Association Information
- Form D: Eligibility and Qualification
- Form E: Technical Bid
- Form F: Price Bid

List of Annexes to ITB:

- Annex 1. Past Procurement Statistics
- Annex 2. Forecast for 2023 (to be provided at a later stage)
- Annex 3. UNFPA Technical Requirements for Pharmaceuticals
- Annex 4. UNFPA Technical Requirements for IVDs
- Annex 5. UNFPA Technical Requirements for Medical Devices
- Annex 6. Technical Requirements for packing, packaging, labelling
- Annex 7. UNFPA Requirements to the Kits Assembly
- Annex 8. Printing Materials for the Kits
- Annex 9. Technical Information and Price Bid Form
- Annex 9a. Technical Information and Price Bid Form for lot 2 (simplified form for lot 2 only)
- Annex 10. UNFPA Questionnaire for Pharmaceutical Products WHO Prequalified/ERP/SRA
- Annex 11. Inter-Agency Finished Pharmaceutical Product Questionnaire for non-WHO Prequalified/ERP/SRA approved
- Annex 12. Questionnaire for Medical Devices
- Annex 13. Questionnaire for El Battery-Operated Devices
- Annex 14. Questionnaire for IVDs
- Annex 15. Blanket Purchase Agreement Template
- Annex 16. Trilateral Agreement Template
- Annex 17. Questionnaire on Corporate Social Responsibility
- Annex 18. Commitment and authorization letter template
- Annex 19. Requirements for packaging, storage and transport of temperature sensitive health products



If you are interested in submitting a bid in response to this ITB, please prepare your bid in accordance with the requirements and procedure as set out in this ITB and submit it by the deadline for submission of bids set out in Section 3: Data Sheet.

Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this ITB.

We look forward to receiving your bid.

Issued by:

Approved by:

DocuSigned by:
Yana Dovga
19298380B9ED48B...

DocuSigned by:
Roberto Mena
EFAA3D85D412404...

Name: Yana Dovga

Title: Contacting Analyst

Date: 28-Feb-2023

Name: Roberto Mena

Title Procurement Specialist

Date: 01-Mar-2023



SECTION 2: INSTRUCTIONS TO BIDDERS

GENERAL	
1. Introduction	<p>1.1. Bidders are invited to submit a bid for the above-referenced subject for the goods/services specified in Section 4: Schedule of 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>1.2. Proposers shall adhere to all the requirements of this ITB, including any amendment made in writing by UNFPA. This ITB is conducted in accordance with Policies and Procedures of UNFPA which can be accessed at https://www.unfpa.org/resources/procurement-procedures</p> <p>1.3. As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
2. Interpretation of the ITB	<p>2.1. 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. UNFPA is under no obligation to award a contract to any Bidder as a result of this ITB.</p> <p>2.2. UNFPA reserves the right to cancel the procurement process at any stage without any liability of any kind for UNFPA, upon notice to the Bidders or publication of cancellation notice on the UNGM.</p> <p>2.3. 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>2.4. 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 accordingly.</p>
3. Supplier Code of Conduct	<p>3.1. All Bidders must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</p> <p>3.2. 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.</p> <p>3.3. UNFPA's policy regarding fraud and corruption is available at http://www.unfpa.org/about-procurement#FraudCorruption and applies fully to this ITB. The submission of any offer implies that the proposer is aware of this policy.</p>



	<p>3.4. The bidder must acknowledge that UNFPA strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, and collusion, unethical or unprofessional practices.</p> <p>3.5. UNFPA adopted a zero-tolerance policy on gifts and hospitality. Bidders are therefore requested not to send gifts or offer hospitality to UNFPA personnel. If interested in reading further on this policy, please select Zero Tolerance Policy.</p> <p>3.6. In pursuance of this policy, UNFPA:</p> <ul style="list-style-type: none"> ● Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; ● Shall cancel or terminate a contract if it determines that a vendor has engaged in fraud and corruption in competing for or in executing a UNFPA contract. ● Further to, UNFPA Policy for Vendor Review and Sanctions shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract or BPA if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNFPA contract or BPA. <p>3.7. The Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> ● If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNFPA staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; ● All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion, or unfair competition practices. Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure. <p>3.8. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNFPA evaluation and review of the factors that may lead to undue advantage against other Bidders. Conditions that may lead to undue advantage may result in the eventual rejection of the Bid.</p>
<p>4. Eligible Bidders. Eligible Goods and Associated Services</p>	<p><u>Eligible Bidders:</u></p> <p>4.1. Bidders shall have the legal capacity to enter into a binding contract with UNFPA.</p> <p>4.2. 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 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>4.3. Bidders shall not be eligible to submit a bid if at the time of bid submission:</p>



	<ul style="list-style-type: none"> ● is included in the Ineligibility List, hosted by UNGM, that aggregates information disclosed by Agencies, Funds or Programs of the UN System; ● is included in the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267/1989 list; ● is included in the World Bank Corporate Procurement Listing of Non-Responsible Vendors and World Bank Listing of Ineligible Firms and Individuals. <p>4.4. It is the Bidder’s responsibility to ensure that its ultimate beneficial owners, employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNFPA.</p> <p>4.5. 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 is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country</p> <p><u>Eligible Goods and Associated Services:</u></p> <p>4.6. 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>4.7. 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>4.8. The origin of goods is distinct from the nationality of the bidder.</p>
<p>5. Green procurement practices</p>	<p>5.1. UNFPA strives to minimize the harmful effects on the environment, resulting from the supply, production and transportation of products and services. 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. Suppliers, manufacturers, and service providers should also minimize the impact of end-user products’ disposal. It is UNFPA’s ambition, through an inclusive and assisting approach, to include all partners in this journey. For this reason, we invite Bidders to provide information about their environmentally sustainable programmes and implemented measures for green manufacturing, packaging, distribution, and disposal. For more information, please consult:</p> <p>https://www.unfpa.org/resources/green-procurement-strategy.</p>



6. Proprietary information	6.1. The ITB documents and any specifications, plans, drawings, patterns, samples, or information issued or furnished by UNFPA 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. All documents which may form part of the bid will become the property of UNFPA, who will not be required to return them to your firm.
7. Publicity	7.1. During the ITB process, a bidder is not permitted to create any publicity in connection with the ITB.
SOLICITATION DOCUMENT	
8. Clarification of solicitation documents	8.1. 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. 8.2. UNFPA will provide the responses to clarifications through the method specified in Section 3: Data Sheet. 8.3. UNFPA shall endeavor 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 to extend the submission date of the bids, unless UNFPA deems that such an extension is justified and necessary.
9. Amendment of solicitation documents	9.1. At any time prior to the deadline of bid submission, UNFPA 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. 9.2. If the amendment is substantial, UNFPA may extend the Deadline for submission of bid to give the Bidders reasonable time to incorporate the amendment into their bids.
PREPARATION OF BIDS	
10. Cost of preparation of bid	10.1. 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 shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
11. Language	11.1. The bid, as well as all related correspondence exchanged by the bidder and UNFPA, shall be written in the language(s) specified in Section 3: Data Sheet.



12. Documents comprising the bid	<p>12.1. 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"> a) Documents establishing the eligibility and qualifications of the bidder; b) Technical bid c) Price Bid d) Bid Security (if required) e) Any attachments and/or appendices to the Bid.
13. Documents establishing eligibility and qualifications of the bidder	<p>13.1. The bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided in Section 6 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 satisfaction.</p>
14. Technical bid	<p>14.1. The bidder is required to submit a technical bid using the Form provided in Section 6 and taking into consideration the requirements in the ITB.</p> <p>14.2. Samples of items, when and if required as per Section 3: Data Sheet, shall be provided within the time specified and unless otherwise specified by the UNFPA, at no expense to the UNFPA</p>
15. Price bid	<p>15.1. The Price Bid shall be prepared using the Form provided in Section 6 and taking into consideration the requirements in the ITB.</p> <p>15.2. Any requirement described in the Technical Bid but not priced in the Price Bid, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>15.3. The prices and discounts quoted by the bidder shall conform to the requirements specified below.</p> <ul style="list-style-type: none"> ● All items and Lots (if applicable) must be listed and priced separately. ● The price to be quoted shall be the total price of the bid, excluding any discounts offered. ● The bidder shall quote any unconditional discounts and indicate the method for their application. ● The INCOTERMS shall be governed by the rules prescribed in the 2020 edition of INCOTERMS, published by the International Chamber of Commerce. The INCOTERMS rules and place of destination is specified in Section 4: Schedule of Requirements. <p>15.4. Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in Section 3: Data Sheet.</p>
16. Bid currencies	<p>16.1. All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. If allowed that bids are quoted in different currencies, for the purposes of comparison of all bids:</p>



	<ul style="list-style-type: none"> • UNFPA will convert the currency quoted in the bid into the UNFPA preferred currency (US Dollar), in accordance with the prevailing UN Operational Rate of Exchange on the last day of submission of Bids (https://treasury.un.org/operationalrates/OperationalRates.php); and • In the event that UNFPA selects a bid for an award that is quoted in a currency different from the preferred currency in Section 3: Data Sheet, UNFPA shall reserve the right to award the contract in the currency of UNFPA.'s preference, using the conversion method specified above.
17. Duties and taxes	<p>17.1. Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNFPA as a subsidiary organ, is exempt from all direct taxes, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All bids shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in Section 3: Data Sheet.</p>
18. Bid validity period	<p>18.1. Bids shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of bids. A bid valid for a shorter period may be rejected by UNFPA and rendered non-responsive.</p> <p>18.2. 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>18.3. In exceptional circumstances, prior to the expiration of the bid validity period, UNFPA. 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>18.4. If the bidder agrees to extend the validity of its bid, it shall be done without any change to the original bid but will be required to extend the validity of the bid security, if required, for the period of the extension, and in compliance with Article 19 (Bid security) in all respects.</p> <p>18.5. The bidder has the right to refuse to extend the validity of its bid without forfeiting the bid security, if required, in which case, the bid shall not be further evaluated.</p>
19. Bid security	<p>19.1. A bid security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in the Section 3: Data Sheet. The bid security shall be valid for a minimum of thirty (30) days after the final date of validity of the bid.</p> <p>19.2. The bid security shall be included along with the bid as per Section 3: Data Sheet. If a bid security is required by the ITB but is not found in the bid, the offer shall be rejected.</p> <p>19.3. If the bid security amount or its validity period is found to be less than is required by UNFPA, UNFPA shall reject the bid.</p>



	<p>19.4. In the event an electronic submission is allowed in Section 3: Data Sheet, Bidders shall include a copy of the bid security in their bid and the original of the bid security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet.</p> <p>19.5. The bid security may be forfeited by UNFPA, and the bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> ● If the bidder withdraws its offer during the period of the bid validity specified in Section 3: Data Sheet, or; ● In the event the successful bidder fails: to sign the Contract after UNFPA has issued an award; or to furnish the Performance Security, insurances, or other documents that UNFPA may require as a condition precedent to the effectivity of the contract that may be awarded to the bidder.
<p>20. Joint Venture, Consortium or Association</p>	<p>20.1. 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"> ● 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 ● if they are awarded the contract, the contract shall be entered into by and between UNFPA and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture. <p>20.2. After the deadline for submission of bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered.</p> <p>20.3. If a JV, Consortium or Association's bid is the bid selected for award, UNFPA 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>20.4. The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article 21 (Only one Bid) herein in respect of submitting only one bid.</p> <p>20.5. 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.</p> <p>20.6. A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> ● Those that were undertaken together by the JV, Consortium or Association; and



	<ul style="list-style-type: none"> ● Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>20.7. 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>20.8. 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>
<p>21. Only one bid</p>	<p>21.1. The bidder (including the individual members of any Joint Venture) shall submit only one bid, either in its own name or as part of a Joint Venture.</p> <p>21.2. Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> ● they have at least one controlling partner, director or shareholder in common; or ● any one of them receive or have received any direct or indirect subsidy from the other/s; or ● they have the same legal representative for purposes of this ITB; or ● they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the bid of another bidder regarding this ITB process; ● they are subcontractors to each other's bid, or a subcontractor to one bid also submits another bid under its name as lead bidder; or some key personnel proposed to be in the team of one bidder participates in more than one bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one bid.
<p>22. Alternative bids</p>	<p>22.1. 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 reserves the right to award a contract based on an alternative bid.</p> <p>22.2. If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid". If no indication is provided as to which bid is the main bid and which is/are the alternative bid(s), then all bids will be rejected.</p>



<p>23. Pre-bid conference</p>	<p>23.1. When appropriate, a pre-bid conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder.</p> <p>23.2. Minutes of the pre-bid conference will be disseminated on the UNGM website and shared by email. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Pre-bid Conference or issued/posted as an amendment to ITB.</p> <p>23.3. In case there is a discrepancy between the provisions of the solicitation document and the minutes of the pre-bid conference or site inspection, the latter shall prevail over the former.</p>
<p>24. Site inspection</p>	<p>24.1. When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder.</p> <p>24.2. Bidders participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the Bidders to participate in a site inspection.</p> <p>24.3. Prior to attending a site inspection, Bidders shall execute an indemnity and a waiver releasing UNFPA in respect of any liability that may arise from:</p> <ul style="list-style-type: none"> ● loss of or damage to any real or personal property; ● personal injury, disease or illness to, or death of, any person; ● financial loss or expense, arising out of the carrying out of that site inspection; and ● transportation by Click or tap here to enter text. to the site (if provided) as a result of any accidents or malicious acts by third parties. <p>24.4. UNFPA will not issue any formal answers to questions from Bidders regarding the ITB or bid process during a site inspection. All questions shall be submitted in accordance with Section 3: Data Sheet. A site inspection will be conducted for the purpose of providing background information only. The Bidders shall not rely upon any information, statement or representation made at a site inspection unless that information, statement or representation is confirmed by UNFPA in writing.</p>
<p>25. Errors or omissions</p>	<p>25.1. Bidders shall immediately notify contract.pmdk@unfpa.org in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the ITB, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p> <p>25.2. The Bidder will not be permitted to take advantage of any errors or omissions in the ITB.</p>



SUBMISSION AND OPENING OF BIDS

26. Instruction for bid submission

- 26.1. The bidder shall submit a duly signed and complete bid comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The Price Bid shall be submitted together with the Technical Bid. The bid shall be delivered according to the method specified in Section 3: Data Sheet.
- 26.2. 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.
- 26.3. Bidders must be aware that the mere act of submission of a bid, in and of itself, implies that the bidder fully accepts the [UNFPA General Conditions of Contract](#)

27. Deadline for bid submission

- 27.1. Complete bids must be received by UNFPA in the manner, and no later than the date and time, specified in Section 3: Data Sheet. UNFPA shall only recognise the actual date and time that the bid was received by UNFPA.
- 27.2. UNFPA shall not consider any Bid that is received after the deadline for the submission of Bids.
- 27.3. UNFPA may, at its discretion, extend this deadline for the submission of bids by amending the solicitation documents in accordance with Article 9 Amendment of solicitation documents. In this case, all rights and obligations of UNFPA and Bidders subject to the previous deadline will thereafter be subject to the new deadline as extended.

28. Withdrawal, substitution and modification of bids

- 28.1. 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 and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of bids, by clearly marking them as "WITHDRAWAL", "SUBSTITUTION" OR "MODIFICATION".
- 28.2. Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.

29. Storage of bids

- 29.1. Bids received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified bid opening date stated in Section 3: Data Sheet. No responsibility shall be attached to UNFPA for prematurely opening an improperly addressed and/or identified bid.

30. Bid opening

- 30.1. Bids will be opened by a committee formed by UNFPA consisting of at least two (2) personnel.



	<p>30.2. Bidders may attend the opening of the bids if stated in Section 3: Data Sheet.</p> <p>30.3. 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 may consider appropriate will be announced at the opening. No bid shall be rejected at the opening stage, except for late submissions.</p>
<p>31. Late bids</p>	<p>31.1. Any bid received by UNFPA after the deadline for submission of bids will be destroyed unless the bidder requests that it be returned and assumes the responsibility and expenses for the repossession of the returned bidding documents.</p> <p>31.2. In exceptional circumstances, late bids may be accepted if it is determined that the submission was sent in ample time prior to the bid closing and the delay could not be reasonably foreseen by the bidder or was due to force majeure.</p>
<p>EVALUATION OF BIDS</p>	
<p>32. Confidentiality</p>	<p>32.1. 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>32.2. Any effort by a bidder or anyone on behalf of the bidder to influence UNFPA in the examination, evaluation and comparison of the bids or contract award decisions may, at UNFPA's decision, result in the rejection of its bid and may subsequently be subject to the application of prevailing UNFPA's vendor sanctions procedures.</p>
<p>33. Evaluation of bids</p>	<p>33.1. UNFPA shall evaluate a bid using only the methodologies and criteria defined in this ITB. No other criteria or methodology shall be permitted.</p> <p>33.2. UNFPA shall conduct the evaluation solely on the basis of the bids received according to the evaluation criteria in Section 5.</p> <p>33.3. Evaluation of bids shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> a) Preliminary examination including evaluation of eligibility and qualification b) Commercial Evaluation: correctness of the financial bids, including arithmetic errors, and ranking of Bidders who passed preliminary examination by price c) Evaluation of technical bids. Detailed evaluation will be focused on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary d) Evaluation of prices of bids found to be substantially compliant



<p>34. Preliminary examination</p>	<p>34.1. The Preliminary examination and eligibility evaluation will be undertaken in 2 steps:</p> <ul style="list-style-type: none"> a) UNFPA shall examine the bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the bids are generally in order, among other indicators that may be used at this stage. UNFPA reserves the right to reject any bid at this stage. b) Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria). c) In general terms, vendors that meet the following criteria may be considered qualified: <ul style="list-style-type: none"> a. They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNFPA's ineligible vendors' list; b. They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments; c. They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d. They are able to comply fully with the UNFPA General Terms and Conditions of Contract; e. They do not have a consistent history of court/arbitral award decisions against the Bidder; and f. They have a record of timely and satisfactory performance with their clients.
<p>35. Commercial evaluation</p>	<p>35.1. UNFPA shall examine the correctness of the financial bids, including arithmetic errors and rank Bidders who passed preliminary examination by price. Generally, the further detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary.</p>
<p>36. Evaluation of technical bids</p>	<p>36.1. UNFPA shall review and evaluate the Technical Bids on the basis of their responsiveness to the Section 4: Schedule of Requirements and Section 5: Evaluation Criteria and other documentation provided, applying the procedure indicated in Section 3: Data Sheet and other ITB documents.</p> <p>36.2. When the bid varies in one or more aspect/s from the minimum technical specifications and/or delivery requirements specified in the above sections,</p>



	the bid will not be considered substantially compliant and will not be evaluated further.
37. Evaluation of prices	37.1. The prices of bids found to be substantially compliant will be compared versus each other to identify the most substantially lowest-priced compliant bid/s as per Section 3: Data Sheet.
38. Post-qualification	<p>38.1. UNFPA reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> ● Verification of accuracy, correctness and authenticity of information provided by the bidder; ● Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; ● 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; ● 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; ● Physical inspection of the bidder's offices, branches or other places where business transpires, with or without notice to the bidder; ● Other means that UNFPA may deem appropriate, at any stage within the selection process, prior to awarding the contract.
39. Clarification of bids	<p>39.1. UNFPA 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 in the evaluation of the bids, in accordance with ITB.</p> <p>39.2. UNFPA may use such information in interpreting and evaluating the relevant bid but is under no obligation to take it into account.</p>
40. Responsiveness of bid	<p>40.1. UNFPA 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.</p> <p>40.2. If a bid is not substantially responsive, it shall be rejected by UNFPA and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission.</p>



<p>41. Nonconformities, reparable errors and omission</p>	<p>41.1. Provided that a bid is substantially responsive, UNFPA may waive any non-conformities or omissions in the bid that, in the opinion of UNFPA, do not constitute a material deviation.</p> <p>41.2. UNFPA may request the bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.</p> <p>41.3. For bids that have passed the preliminary examination, UNFPA shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> ● 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 Click or tap here to enter text. 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; ● 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 ● if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>41.4. If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected, and its bid security may be forfeited.</p>
<p>42. Samples</p>	<p>42.1. Where required as per Section 3: Data Sheet, free, non-returnable samples shall be provided by the bid submission deadline, unless otherwise stated, for evaluation and testing by UNFPA or their representative, of the item and/or the packing and packaging, prior to any award. Samples will be subject to technical review and laboratory analysis where appropriate. Samples provided to UNFPA are non-returnable, unless otherwise stated. Samples should be marked with the ITB number.</p> <p>42.2. If a bidder fails to provide samples or documents requested by Section 3: Data Sheet in a timely manner, UNFPA may declare the bid unsuccessful.</p>
<p>AWARD OF CONTRACT</p>	
<p>43. Award criteria</p>	<p>43.1. In the event of a Contract award, UNFPA shall award the Contract to a bidder who has been determined as eligible and qualified and whose bid has been determined to be the lowest priced, substantially compliant offer to the ITB prior to expiration of the Bid validity period. UNFPA reserves the right to</p>



	conduct negotiations with the bidder recommended for award on the content of their bid.
44. Right to accept any bid and to reject any or all bids	44.1. UNFPA reserves 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 action. UNFPA shall not be obliged to award the contract to the lowest priced offer.
45. Right to vary requirement at time of award	45.1. At the time the Contract is awarded, UNFPA reserves the right to increase or decrease the quantity of goods, works and/or services originally specified in Section 4: Schedule of Requirements, provided this does not exceed the percentages specified in Section 3 Data Sheet, and without any change in the unit prices or other terms and conditions of the bid and the bidding document.
46. Notification of award	46.1. Prior to the expiration of the period of bid validity, UNFPA will notify the successful bidder in writing by email, fax or post, that its bid has been accepted. Please note that the bidder, if not already registered at the appropriate level in UNGM, may be required to complete the vendor registration process on the UNGM prior to the signature and finalization of the contract.
47. Debriefing	47.1. In the event that a bidder is unsuccessful, the bidder may request a debriefing from UNFPA. 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 procurement opportunities. The content of other bids and how they compare to the bidder's submission shall not be discussed.
48. Contract signature	48.1. Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNFPA. 48.2. 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 Contract to the second highest rated or call for new Bids.
49. Contract type and General Conditions of Contract	49.1. The types of Contract to be signed and the applicable UNFPA General Conditions, as specified in Section 3: Data Sheet, can be accessed at https://www.unfpa.org/resources/unfpa-general-conditions-contract
50. Publication of contract award	50.1. UNFPA will publish the contract award on United Nations Global Marketplace http://www.ungm.org , with the following information:



	<ul style="list-style-type: none"> ● ITB reference number, ● BPA reference number, ● Description of the Goods or Services procured, ● Supplier Name and Country, ● Issue date of the BPA ● BPA validity date. <p>50.2. Additionally, for every Purchase order issued by UNFPA under the BPA, UNFPA will publish on United Nations Global Marketplace, unless it is deemed to be in the interest of UNFPA not to do so: Purchase Order reference Number, Description of Goods or Services procured, Beneficiary Country, Supplier Name and Country, Purchase Order amount and the issue date of the purchase order.</p>
<p>51. Performance security</p>	<p>51.1. A performance security, if required in the Section 3: Data Sheet, shall be provided in the amount specified in and as per form provided by UNFPA.</p> <p>51.2. The successful bidder, if so specified in Section 3: Data Sheet shall furnish a performance security in the amount and form specified therein, within 15 (fifteen) of days after receipt of the contract from UNFPA.</p> <p>51.3. Failure of the successful bidder to submit the above-mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event UNFPA may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by UNFPA to be qualified to perform the contract satisfactorily.</p>
<p>52. Bank guarantee for advance payment</p>	<p>52.1. Except when the interests of UNFPA so require, it is UNFPA's standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the bidder shall submit a Bank Guarantee in the full amount of the advance payment, if advance payment value equals or exceeds USD 50,000.</p>
<p>53. Liquidated damages</p>	<p>53.1. If specified in Section 3: Data Sheet, UNFPA 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>
<p>54. Payment conditions</p>	<p>54.1. Payment will be made only upon UNFPA's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNFPA with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.</p>



55. Bid protest	55.1. 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 to procurement@unfpa.org
56. Other provisions	56.1. UNFPA is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNFPA General Terms and Conditions shall have precedence.



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.

Ref. Clause in Section 2	Article	Specific Instructions / Requirements
	1. Scope	<p>This Invitation to Bid (ITB) is for the Establishment of Global Blanket Purchase Agreements (BPAs) for Pharmaceuticals, Medical Devices and Kits as further described in Section 4 of this ITB.</p> <p>The ITB is solicited in the following Lots:</p> <ul style="list-style-type: none"> - Lot 1: Pharmaceuticals - Lot 2: Pharmaceuticals (only for manufacturers) - Lot 3: Medical Devices, Equipment and In-Vitro Diagnostics - Lot 4: Interagency Reproductive Health Kits (IARH kits) and complementary kits, Emergency PEP Kit for HIV Treatment - Lot 5: Other Medical Kits: <ul style="list-style-type: none"> o Fistula Kits (2) o Midwifery Kits (2) o Intrauterine Devices (IUD) Insertion and Removal kit (1) o Contraceptive Implant Insertion and Removal kit (1) o Minilaparotomy Kit (1)
49	2. Type of contract award	<p>Blanket Purchase Agreement</p> <p>Based on the satisfactory results of this competitive bidding exercise, UNFPA intends to enter into non-exclusive Blanket Purchase Agreement(s) (BPAs) with the successful bidder(s) for the supply of an indefinite quantity of the specified products in support of UNFPA operations. In the event of UNFPA signing Blanket Purchase Agreement(s), the following shall apply:</p> <ol style="list-style-type: none"> a) The expected duration of the BPA is: 3 (three) years. In addition to the initial term, the BPA(s) will have the option of a two-year extension (1 year + 1 year), subject to satisfactory performance and price competitiveness. b) The award of BPAs will be done on a Lot basis. The expected number of suppliers per Lot is provided in Section 4 of ITB. UNFPA reserves the right to split the award of contracts among the BPA's holders if it is in the best interests of UNFPA. c) The successful Bidder(s) shall have the right to review their prices every 12 months from the commencement of the BPA and shall notify UNFPA in writing 90 days prior to the 12-month period of a



		<p>proposed price decrease or increase. The successful Bidder(s) shall provide proper justification for any price increase. UNFPA shall be entitled to either accept the price decrease / increase or to cancel the BPA fully or partially, and shall notify the successful Bidder(s) in writing of its decision.</p> <p>d) UNFPA will not be committed to purchasing any minimum quantity of goods and related services, and purchases will be made only if and when there is an actual requirement. UNFPA shall not be liable for any costs in the event that no purchases are made under any resulting BPA(s). All reductions in market prices mandated by the provider will be passed on in full to UNFPA.</p> <p>e) The award of an Order under the BPA might be subject to secondary competition among the BPA holders.</p> <p>f) The BPA's template, as specified in Annex 15, shall be used for the establishment of the final agreement. Please note that BPA's template is subject to change due to the current UNFPA transition to the new ERP system.</p>
23	3. Pre-bid conference	<p>Will be Conducted</p> <p>Two pre-bid conferences will be conducted as follows:</p> <p><u>1st pre-bid conference:</u></p> <p>Time and time zone: 2 pm (14:00) CET Date: March 21, 2023 Venue: Online. Zoom link: https://unfpa.zoom.us/j/83495001280?pwd=ZlNrSXE2TUlVNm04WWsrSU5rcjA0dz09 Meeting ID: 834 9500 1280 Passcode: 90323810</p> <p><u>2nd pre-bid conference:</u></p> <p>Information to be provided at a later stage. Tentative date: 2 months after tender announcement</p> <p>The UNFPA focal point for the arrangement is: MedKit & Pharma Team Email: contract.pmdk@unfpa.org</p>
8	4. Clarification of solicitation documents	<p>Contact details for clarification of solicitation documents: MedKit & Pharma Team Email: contract.pmdk@unfpa.org</p>



		<p><u>ATTENTION: BIDS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (see Data Sheet Article 10).</u></p> <p>Deadline for submitting requests for clarifications/questions: Time and time zone: 2 pm (14:00) CET Date: May 22, 2023</p> <p>Manner of disseminating supplemental information to the ITB and responses/clarifications to queries: Direct communication to prospective Bidders by email and Posting on the website: UNGM.org</p>
	<p>5. Submitting bids for parts or sub-parts of the schedule of requirements or Lots</p>	<p>Allowed per Lot. List of Lots and the expected number of suppliers per Lot is provided in Section 4 of ITB. UNFPA reserves the right to split the award of contracts among the BPA holders if it is in the best interests of UNFPA.</p> <p>Partial bids within a Lot are permitted under the following conditions:</p> <ul style="list-style-type: none"> - Lot 1: Pharmaceuticals and Lot 3: Medical Devices, Equipment and In-Vitro Diagnostics – Bidders must quote at least 80% of solicited items. However, Bidders are encouraged to quote for the complete range of the required products. - Lot 2: Pharmaceuticals (only for manufacturers) – Partial Bids per item are permitted. - Lot 4: Interagency Reproductive Health Kits (IARH kits) and complementary kits, Emergency PEP Kit for HIV Treatment and Lot 5: Other Medical Kits – Partial Bids <u>are not permitted</u>. - Contraceptive items in the kits will be provided by UNFPA's suppliers through a trilateral agreement, Bidders responding to this tender are not requested to quote for these items. - UNFPA reserves the right to select and accept a part or parts of any Bid. - UNFPA reserves the right to split the award of the complementary services if deemed in the best interest of UNFPA. - UNFPA reserves the right to negotiate the specification and price with the bid winner before awarding the BPA(s) in order to ensure that the technical proposal is in line with requirements and that the financial proposal is competitive on all aspects of the price.



22	6. Alternative bids	Shall not be considered.
16	7. Bid currencies	<input checked="" type="checkbox"/> United States Dollar <input type="checkbox"/> Other currency: Click or tap here to enter text.
18	8. Bid validity period	365 days from the deadline for bid submission.
19	9. Bid security	Not Required
26	10. Instruction for bid submission	<p>Allowable manner of submitting proposals</p> <input checked="" type="checkbox"/> Secure Email <input type="checkbox"/> Courier / hand delivery <input checked="" type="checkbox"/> Secure cloud storage space provided by UNFPA <p>Bid should be submitted partially via email and partially using cloud storage space.</p> <p>1. SUBMISSION BY EMAIL: Only these forms should be submitted by email:</p> <ol style="list-style-type: none"> 1) Form A: Bid Submission 2) Form B: Bidder Information 3) Form C: Joint Venture/Consortium/Association Information 4) Form D: Eligibility and Qualification 5) Form E: Technical Bid 6) Annex 9. (or 9a for lot 2) Technical Information and Price Bid Form. <ul style="list-style-type: none"> - Bid submission address: bidtender@unfpa.org PLEASE DO NOT SEND THE EMAILS WITH YOUR BID TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC). Sending a Bid to any other email address, including as a carbon copy (cc) will violate confidentiality and result in the invalidation of the Bid. - File Format: PDF, Word, Excel, archive. - File names must be maximum of 20 characters long and must not contain any letter or special character other than from the Latin alphabet/keyboard. - All files must be free of viruses and not corrupted. - Max. File Size per transmission: 20 Mb - Mandatory subject of the email: “UNFPA_DNK_ITB_23_003, Company name, Bid, email no. X of Y” sequentially, and the final “email Y – final”



		<ul style="list-style-type: none"> - It is recommended that the entire bid be consolidated into as few attachments as possible. - The bidder should receive an email acknowledging email receipt, for their first email only. Bidders not receiving the auto-reply for their first email should inform c. <p>2. SUBMISSION BY CLOUD: Cloud storage space provided by UNFPA</p> <p>Submission of supporting documents required by this ITB should be done <u>only through a secure and unique link</u> to the cloud storage space provided by UNFPA. Proposers shall request their unique link as soon as possible but not later than 2 (two weeks before the bid submission deadline to the email address: contract.pmdk@unfpa.org. Proposers shall upload the technical documentation in the respective folders of the type of documentation requested and as per instructions to the bid structure that is provided in Section 6.</p> <p>Please note that access to the Bidders cloud folders will be automatically closed at the time of the deadline, to prevent late submission.</p> <p>Proposers shall upload the technical documentation in the respective folders of the type of documentation requested and per instructions to the bid structure provided in Section 6.</p> <ul style="list-style-type: none"> - File Format: Word, Pdf, Excel, PowerPoint - All files must be free of viruses and not corrupted - Files should have clear naming <p>Forms A-F and filled-in form Annex 9. (or 9a for lot 2) Technical Information and Price Bid Form in excel and pdf should be submitted only via email, as stated above. Uploading it in excel and pdf to the cloud will lead to the bid rejection.</p> <p>Non-compliance with this instruction shall result in the rejection of the received proposal.</p>
27	11. Deadline for bid submission	<p>Time and time zone: 2 pm (14:00) CET</p> <p>Date: June 1, 2023</p>
30	12. Bid opening	<p><input type="checkbox"/> Public bid opening will not be held</p> <p><input checked="" type="checkbox"/> Public bid opening will be held as per the below details.</p> <p>Time and time zone: 2 pm (14:00) CET</p> <p>Date: June 6, 2023</p>



		<p>Venue: Online via Zoom. Link will be provided at a later stage.</p> <p>Only Bidders who have submitted a bid in response to this ITB may attend the bid opening.</p> <p>Bidders interested in attending the virtual bid opening must submit their interest and share the full names and email addresses of their authorized representatives by emailing to contract.pmdk@unfpa.org by 2 pm (14:00) CET, June 1, 2023. 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 thirty days from the opening date. Information not included in the Bid opening report will not be provided to Bidders.</p> <p><u>Only Financial Bids will be opened during the Bid opening.</u></p> <p>The Bidders' names, modifications, withdrawals, submitted documents, and all other such details as UNFPA 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>								
33-37	13. Evaluation method for the Award of Contract	Lowest priced, technically responsive, eligible, and qualified bid. The evaluation methodology is provided in Section 5: Evaluation Criteria								
	14. Expected date for commencement of contract	Date: April 2024								
43	15. Contract award to one or more bidder	<p>One or more Proposers, depending on the following factors:</p> <table border="1"> <tr> <td>Lot 1: Pharmaceuticals</td> <td>2 - 4 bidders</td> </tr> <tr> <td>Lot 2: Pharmaceuticals (only for manufacturers)</td> <td>up to 3 bidders per item</td> </tr> <tr> <td>Lot 3: Medical Devices, Equipment and In-Vitro Diagnostics</td> <td>2 - 4 bidders</td> </tr> <tr> <td>Lot 4: Interagency Reproductive Health Kits (IARH kits) and</td> <td>2 - 4 bidders</td> </tr> </table>	Lot 1: Pharmaceuticals	2 - 4 bidders	Lot 2: Pharmaceuticals (only for manufacturers)	up to 3 bidders per item	Lot 3: Medical Devices, Equipment and In-Vitro Diagnostics	2 - 4 bidders	Lot 4: Interagency Reproductive Health Kits (IARH kits) and	2 - 4 bidders
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Lot 4: Interagency Reproductive Health Kits (IARH kits) and	2 - 4 bidders									



		<table border="1"> <tr> <td>complementary kits, Emergency PEP Kit for HIV Treatment</td> <td></td> </tr> <tr> <td>Lot 5: Other Medical Kits</td> <td>2 - 4 bidders</td> </tr> </table>	complementary kits, Emergency PEP Kit for HIV Treatment		Lot 5: Other Medical Kits	2 - 4 bidders
complementary kits, Emergency PEP Kit for HIV Treatment						
Lot 5: Other Medical Kits	2 - 4 bidders					
49	16. Conditions of contract to apply	<input type="checkbox"/> UNFPA General Conditions - Goods <input type="checkbox"/> UNFPA General Conditions - Provision of Services <input checked="" type="checkbox"/> UNFPA General Conditions - Mixed Goods & Services				
51	17. Performance security	Not Required. During BPA implementation, the contractor(s) may be required (case-by-case basis, but not as a default) to submit a Performance Security (PS) within 7 (seven) working days from the receipt of the Purchase Order amounting to 10% of the value of the Purchase Order and shall be valid for forty-five (30) days after the date of delivery of the PO.				
52	18. Advance payment	Not Allowed				
54	19. Liquidated damages	For late delivery of goods, UNFPA shall claim liquidated damages from the Supplier and deduct 0.5% of the value of the goods pursuant to the Order per additional day of delay, up to a maximum of 10% of the value of the Order. The payment or deduction of such liquidated damages shall not relieve the Supplier from any of its other obligations or liabilities pursuant to any current BPA (s) or Order.				
	20. Eligible recipients of goods and services	<p>Goods procured under the resulting BPAs are for developing countries for use in:</p> <ol style="list-style-type: none"> 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, and the 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. Social marketing family planning programs. The product(s) will be for programs that 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 				



		<p>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.</p> <p>3. UNFPA receives funds for the procurement of goods and services on behalf of and at the request of Governments, other United Nations Agencies, other intergovernmental institutions and non-governmental organizations. This type of procurement is called Third Party Procurement.</p> <p>4. By participating in this Bid, the Bidder agrees to supply the Goods/Services to all the developing countries, least developed countries and transition countries listed in the following link: http://unstats.un.org/unsd/methods/m49/m49regin.htm#developed .</p> <p>5. 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 the validity of the BPA (in the case of an award) of its export controls and restrictions pertaining to the OFAC embargo and/or economic and trade-prohibited transactions. The Supplier shall provide assistance to the UNFPA Supply Chain Management Unit in delivering the goods and/or services to the OFAC's embargoed countries through a third party.</p>
	21. Duties and taxes	All prices should include VAT and other applicable indirect taxes. UNFPA purchases should be free of any direct taxes (and as far as possible from indirect taxes), customs duties, and tariffs.



SECTION 4: SCHEDULE OF REQUIREMENTS

1. SCOPE

UNFPA Supply Chain Management Unit wishes to enter into non-exclusive Blanket Purchase Agreements (BPAs) with qualified suppliers / manufacturers of **pharmaceuticals, medical devices, IVDs and kits** (including kits assembly, warehousing and distribution) for the supply and provision of such for its programmes and third-party clients worldwide. BPA arrangements are described in Section 3: Data Sheet, #2.

2. PAST PROCUREMENT STATISTICS

Due to the nature of UNFPA's mandate and business, the demand for supplies is highly unplanned. Figures on UNFPA off-take analysis over the last 4 (four) years (2019-2022) are provided in Annex 1. Past Procurement Statistics. Figures are given in good faith and should not in any way be deemed as the commitment of UNFPA 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.

UNFPA will monitor the actual demand from the field and will regularly communicate with the supplier to be prepared for the actual requirements.

3. PROCUREMENT OUTLOOK FOR 2023

Forecast for 2023 is provided as Annex 2. Figures are given in good faith and should not in any way be deemed as the commitment of UNFPA regarding any quantity for future purchases under this ITB.

4. PRODUCT LIST AND LOTS DISTRIBUTION

4.1. Lot 1: Pharmaceuticals

Lot coverage	This Lot covers 100 pharmaceuticals that are listed in Annex 9. Technical Information and Price Bid Form, Tab "Technical Info Pharmaceuticals". Bidders must quote for as many products as possible but not less than 80% of the total list. A minimum of 70% of the total list should be compliant, so the bidder could be considered eligible for this Lot.
Expected number of BPA holders	2-4
Possibility to submit second source	For the items written in red , UNFPA asks to submit secondary sources wherever possible to avoid potential bottlenecks in the future. Secondary sources should be in full compliance with the specification.
Inclusion to the kits	Items included in Lot 4: Interagency Reproductive Health Kits (IARH kits) and complementary kits, Emergency PEP Kit for HIV Treatment are marked as follows:  Items included in Lot 5: Other Kits are marked as follows:

	[Redacted]
Technical requirements	<p>The proposal shall be submitted in correspondence to Annex 9. Technical Information and Price Bid Form, Tab “Technical Infor Pharmaceuticals” and Annex 3. UNFPA Technical Requirements for Pharmaceuticals</p> <p>There is a specific requirement for <u>only the following products</u> that are subject that will need to be supplied from a source that is either WHO prequalified or SRA approved only:</p> <ul style="list-style-type: none"> • Oxytocin 10 I.U./ml injection in 1ml ampoule • Tranexamic acid, injection, 100mg/ml, 10ml ampoule, • Carbetocin, injection 100 microgram/ml in 1 ml • Mifepristone 200mg + 4 misoprostol 200mcg tablets • Misoprostol 200mcg, tablet • Mifepristone 200mg tablet • Ergometrine maleate 0.2mg base/ml injection • Magnesium sulphate 500mg/ml injection <p>For easy reference these products are in blue font.</p>
List of required documents	Provided in Section 6.
Oxytocin 10 I.U./ml injection in 1ml ampoule	<p>Applicable to the Bidders for Oxytocin 10 I.U./ml injection in 1ml ampoule Keep cold 2-8C. Note: The keep cold box is required for the orders shipped by air.</p> <p>The Bidders for Oxytocin are requested to provide the cost of the cool boxes (for air transportation) separately from the cost of the pharmaceutical in Annex 9. Technical Information and Price Bid Form.</p>
Registration of pharmaceuticals in the recipient counties.	<p>The selected BPA holder will be required to provide a complete list of product registrations in the countries and update it on a yearly basis.</p> <p>Selected BPA holders may be requested by UNFPA to start the registration process in the recipient countries.</p>

▪ **4.2. Lot 2: Pharmaceuticals (only for manufacturers)**

Lot coverage	This Lot covers pharmaceuticals that are listed in Annex9a. It is accepted that a manufacturer quotes exclusively for one or several of these products. The list of items is provided in Annex 9a. Technical Information and Price Bid Form for (lot 2 only).
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<p>Specific Lot standards and requirements</p>	<p>Only manufacturers are eligible for this Lot.</p> <p>There is a specific requirement for <u>only the following products</u> that are subject that will need to be supplied from a source that is either WHO prequalified or SRA approved only:</p> <ul style="list-style-type: none"> • Oxytocin 10 I.U./ml injection in 1ml ampoule • Tranexamic acid, injection, 100mg/ml, 10ml ampoule, • Carbetocin, injection 100 microgram/ml in 1 ml • Mifepristone 200mg + 4 misoprostol 200mcg tablets • Misoprostol 200mcg, tablet • Mifepristone 200mg tablet • Ergometrine maleate 0.2mg base/ml injection • Magnesium sulphate 500mg/ml injection <p>For easy reference these products are in blue font.</p>
<p>Expected number of BPA holders</p>	<p>Up to 3 per item/product.</p>
<p>Technical requirements</p>	<p>The proposal shall be submitted in correspondence to Annex 9a. Technical Information and Price Bid Form for (lot 2 only) and Annex 3. UNFPA Technical Requirements for Pharmaceuticals.</p>
<p>List of required documents</p>	<p>Provided in Section 6</p>
<p>Oxytocin 10 I.U./ml injection in 1ml ampoule</p>	<p>Applicable to the Bidders for Oxytocin 10 I.U./ml injection in 1ml ampoule Keep cold 2-8C. Note: The keep cold box is required for the orders shipped by air.</p> <p>The Bidders for Oxytocin are requested to provide the cost of the cool boxes (for air transportation) separately to the cost of the pharmaceutical in Annex 9a. Technical Information and Price Bid Form (lot 2 only).</p>
<p>Trilateral Agreements</p>	<p>UNFPA may request selected manufacturers to sign trilateral agreements with the IARH kit suppliers selected under Lot 4, if deemed needed by UNFPA to ensure stable deliveries of the kits. The template of the trilateral agreement is provided as Annex 16.</p> <p>Items included in Lot 4: Interagency Reproductive Health Kits (IARH kits) and complementary kits, Emergency PEP Kit for HIV Treatment kit are marked as following:</p> <div style="border: 1px solid black; width: 150px; height: 20px; background-color: #f4a460; margin-bottom: 5px;"></div> <p>Items included in Lot 5: Other Kits are marked as following:</p> <div style="border: 1px solid black; width: 150px; height: 20px; background-color: #a4c4f4; margin-bottom: 5px;"></div>
<p>Registration of pharmaceuticals</p>	<p>The selected BPA holder will be required to provide a complete list of product registrations in the countries and update it on a yearly basis.</p>



in the recipient countries.	Selected BPA holders may be requested by UNFPA to start the registration process in the recipient countries.
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▪ **4.3. Lot 3: Medical Devices, Equipment and In-Vitro Diagnostics**

Lot coverage	<p>This Lot covers 450 products that are listed in Annex 9. Technical Information and Price Bid Form, Tab “Specifications Medical Devices”.</p> <p>Bidders must quote for as many products as possible but not less than 80% of the total list.</p> <p>Minimum of 70% of total list should be compliant, so the bidder could be considered eligible for this Lot.</p>
Expected number of BPA holders	2-4
Inclusion to the kits	<p>Items included in Lot 4: Interagency Reproductive Health Kits (IARH kits) and complementary kits, Emergency PEP Kit for HIV Treatment are marked as follows:</p> <div style="background-color: #f4a460; width: 150px; height: 20px; margin: 5px 0;"></div> <p>Items included in Lot 5: Other Kits are marked as follows:</p> <div style="background-color: #a4c6e0; width: 150px; height: 20px; margin: 5px 0;"></div>
Technical requirements	<p>Medical Devices and Equipment: The proposal shall be submitted in response to Annex 9. Technical Information and Price Bid Form, Tab “Specifications Medical Devices” and Annex 5. UNFPA Technical Requirements for Medical Devices.</p> <p>IVDs: The proposal shall be submitted in response to Annex 9. Technical Information and Price Bid Form, Tab “Technical Info IVDs” and Annex 4. UNFPA Technical Requirements for IVDs.</p>
Product Codes of Medical Devices	<p>To enable undisputable product identification for medical devices, it is essential to indicate an accurate Manufacturer's Product Code (product reference number, article code) in Annex 9. Technical Information and Price Bid Form, Tab “Medical Devices”. Note that medical devices without a manufacturer's product code are <u>not considered</u> by UNFPA.</p> <p>If a distributor acts as the legal manufacturer, there may be a product code given by the distributor that is different from the one provided by the manufacturer. The distributor is requested to declare both codes to the UNFPA.</p>



▪ **4.4. Lot 4: Interagency Reproductive Health Kits (IARH kits) and complementary kits, Emergency PEP Kit for HIV Treatment**

Background	<p>The Reproductive Health Kits are intended to speed up the provision of lifesaving reproductive health services in acute humanitarian settings, such as mass population displacements, natural disasters, etc. The first version of the current Reproductive Health Kits was agreed upon by the members of the Interagency Working Group (IAWG) on Reproductive Health in Crisis in June 1997 and became available from June 1998. The Interagency Emergency Reproductive Health Kits (IARH Kits) are complementary to the Interagency Emergency Health Kit (IEHK) and other health kits designed to meet the primary healthcare needs of people affected by humanitarian emergencies.</p> <p>The IARH Kits are now in their sixth edition in regard to the pharmaceuticals and medical devices content including materials such as leaflets, use guidance, wall charts and instructions of use.</p> <p>The transition from the 6th to the 7th edition is expected to happen in 2023. To align IARH kits with the 7th edition, UNFPA will launch a Limited Bid among BPA holders to include the new products in the kits and updated prices for kitting and warehousing services.</p>
Lot coverage	<p>The information about IARH kits are provided in the Manual on Inter-Agency Emergency Reproductive Health Kits for Use in Humanitarian Settings. Annex 9. Technical Information and Price Bid Form, tabs “Price Kits IARH Complem. & PEP” describes the kits composition. Please not that the composition for the Kit 3 Post-Rape Kit is tentative and is subject to change,</p> <p>UNFPA maintains a stock of different reproductive health kits, ready to ship for urgent and emergency requests. These kits are composed of pharmaceuticals, medical devices and other products.</p> <p>In order to be considered a prospective supplier of IARH Kits, ALL the products in each kit should be offered, and ALL the IARH Kits should be quoted for.</p> <p>All pharmaceuticals and medical devices are procured separately under Lots #1 and #3 and are marked as follows:</p> <div data-bbox="363 1630 627 1700" style="border: 1px solid black; height: 30px; width: 165px; margin: 5px 0;"></div> <p>If Bidder decides not to bid either for Lot 1 or/and Lot 3, he needs to provide the information and price for the items that are marked as following:</p> <div data-bbox="363 1823 627 1892" style="border: 1px solid black; height: 30px; width: 165px; margin: 5px 0;"></div> <p>The contraceptives in the kits will be provided by UNFPA’s contraceptive suppliers through a trilateral agreement – the supplier of IARH Kits does not need to provide an offer for</p>



	<p>contraceptives. Additionally, UNFPA may request suppliers of IARH kits to sign trilateral agreements with the manufacturers of pharmaceuticals selected in Lot 2, if deemed needed by UNFPA to ensure stable deliveries of the kits. The template of the trilateral agreement is provided as Annex 16.</p> <p>The products marked with “other products” are non-medical and are being procured as part of kits only.</p> <p>This Lot includes complementary services such as kitting, warehousing. If quoting for this Lot, the supplier must quote and provide information regarding these additional services. Information about the requirements for the kit assembly is provided in Annex 7. UNFPA Requirements to the Kits Assembly.</p>
Expected number of BPA holders	2-4
Possibility to submit second source	For the items in red under Lots #1 and 2, UNFPA asks to submit secondary sources wherever possible to avoid potential bottlenecks in the supply of the kits. Secondary sources should be in full compliance with the specification.
Printing materials inside the kits	BPA holders of Reproductive Health kits are requested to submit prices for the IARH Kits, as per the 6th of Edition Inter-Agency Reproductive Health kits, including the Printing Materials provided in Annex 8.
Trilateral Agreements in IARH Kits	<p>Contraceptives:</p> <p>“Provided by UNFPA” items: There are certain contraceptive products which will be provided by UNFPA for inclusion in the IARH kits. Bidders are not required to quote specifications/prices for them. However, these items are included in Form F. Financial Bid with a status “Provided by UNFPA” for kitting and warehouse cost calculation needs.</p> <p>The contraceptives are UNFPA core products with pre-selected sources (following stringent UNFPA QA and technical requirements) and UNFPA allows only those products to be used for the IARH kits. With regard to these items, Bidders need to consider the following:</p> <ul style="list-style-type: none"> - UNFPA will require awarded Bidders to replenish these directly from UNFPA pre-selected sources and deal for that matter with: ordering and receiving logistics, settlement of the costs and subsequently recovering costs from UNFPA as part of the invoice for the ready kits; - A trilateral agreement will be signed between UNFPA, UNFPA’s suppliers for contraceptives and IARH kit suppliers, enabling the kit suppliers to procure these products directly from the manufacturer/supplier selected by UNFPA.



	<p>- Suppliers shall follow all respective customs regulations, applicable in the country of the kits assembly, in connection with the import of such items, their inclusion into the kits, storage and re-export. Thus, it would be an advantage for suppliers to have/use a bonded warehouse. Suppliers are requested to inform UNFPA whether they have bonded warehouse facilities.</p> <p>- If a bidder does not have bonded warehouse facilities, UNFPA shall be advised about customs fees, taxes, etc., applicable to receiving and using such items provided by UNFPA.</p> <p>Pharmaceuticals from Lot 2: As well, UNFPA may request the supplier of IARH kits to sign trilateral agreements with the manufacturers of pharmaceuticals selected under Lot 2, if deemed needed by UNFPA to ensure stable deliveries of the kits on the same conditions as stated above for Contraceptives.</p>
Requirements to items inside the kits	<p>Pharmaceuticals: correspondence to Annex 9. Technical Information and Price Bid Form, Tab “Technical Infor Pharmaceuticals” and Annex 3: UNFPA Technical Requirements for Pharmaceuticals.</p> <p>Medical Devices and Equipment: correspondence to Annex 9. Technical Information and Price Bid Form, Tab “Specifications Medical Devices” and Annex 5: UNFPA Technical Requirements for Medical Devices.</p> <p>IVDs: The proposal shall be submitted in response to Annex 9. Technical Information and Price Bid Form, Tab “Technical Info IVDs” and Annex 4. UNFPA Technical Requirements for IVDs.</p> <p>The non-medical products marked with “other items” are procured as part of kits only. The products should correspond to the specification provided in Annex 9. Technical Information and Price Bid Form, tab “Other Items”</p>
Kits management	<p>The supplier is required to:</p> <ol style="list-style-type: none"> 1. Source items comprising kits; 2. Assemble the items into the kits, upon request; 3. Pack and mark in accordance with UNFPA requirements; 4. Manage inventory and storage of the assembled kits for stock orders; 5. Manage logistics and transportation at UNFPA’s request. <p>UNFPA will be using the following types of orders with varying processes (described in more detail below):</p> <ol style="list-style-type: none"> 1. Fresh production orders for non-emergency orders (for direct shipment to UNFPA programs in various countries); 2. Fresh production orders for stock replenishment (to build kits to be kept in stock); 3. Emergency orders for delivery from stock to various countries.



Requirements for the kits management process are provided in Annex 7. UNFPA Requirements to the Kits Assembly

Bidders are asked to provide the following information through Annex 9. Technical Information and Price Bid Form:

- Delivery lead time for fresh production of kits is defined as: from the time the supplier acknowledges the UNFPA Order until goods are ready to be shipped from the point of origin. For stock orders, delivery lead time is defined as: from the time the supplier acknowledges the UNFPA Order until goods are available for stock/delivery. Suppliers are advised to state realistic lead times since UNFPA shall monitor and measure delivery performance.
- **Kitting costs per kit** should be calculated for each kit separately as per requirements.
- **Warehousing costs per kit** should be fixed regardless of how long kits are kept in the supplier's warehouse. Warehousing services will only be used if UNFPA decides to keep kits in stock. In case UNFPA decides to hold kits at supplier warehouses, these kits will be insured through the UNFPA global cargo and warehouse insurance contract.

▪ 4.5. Lot 5: Other Kits

Lot coverage

This Lot covers the following kits:

- Fistula Kits (2)
- Midwifery Kits (2)
- Intrauterine Devices (IUD) Insertion and Removal kit (1)
- Contraceptive Implant Insertion and Removal kit (1)
- Minilaparotomy Kit (1)

Annex 9. Technical Information and Price Bid Form, tabs "Other Kits" describes kit composition.

UNFPA maintains a stock of different health kits, ready to ship for urgent and emergency requests. These kits are composed of pharmaceuticals, medical devices and other products.

In order to be considered to be a supplier of Other Kits ALL the products in each kit should be offered under and ALL the Kits should be quoted for.

All pharmaceuticals and medical devices are procured separately under Lots #1 and #3 and are marked as follows:



If Bidder decides not to bid either for Lot 1 or/and Lot 3, he needs to provide the information and price for the items that are marked as following:

	<div data-bbox="363 208 627 277" style="border: 1px solid black; background-color: #ADD8E6; width: 165px; height: 31px; margin-bottom: 10px;"></div> <p>The products marked with “other products” are non-medical and are being procured as part of kits only.</p> <p>This Lot includes complementary services such as kitting, warehousing. If quoting for this Lot, the supplier must quote and provide information regarding these additional services. Information about the requirements for the kit assembly is provided in Annex 7. UNFPA Requirements to the Kits Assembly.</p>
Expected number of BPA holders	2-4
Requirements to items inside the kits	<p>Pharmaceuticals: correspondence to Annex 9. Technical Information and Price Bid Form, Tab “Technical Infor Pharmaceuticals” and Annex 3: UNFPA Technical Requirements for Pharmaceuticals.</p> <p>Medical Devices and Equipment: correspondence to Annex 9. Technical Information and Price Bid Form, Tab “Specifications Medical Devices” and Annex 5: UNFPA Technical Requirements for Medical Devices.</p> <p>IVDs: The proposal shall be submitted in response to Annex 9. Technical Information and Price Bid Form, Tab “Technical Info IVDs” and Annex 4. UNFPA Technical Requirements for IVDs.</p> <p>The non-medical products marked with “other items” are procured as part of kits only. The products should correspond to the specification provided in Annex 9. Technical Information and Price Bid Form, tab “Other Items”</p>
Kits management	<p>The supplier is required to:</p> <ol style="list-style-type: none"> 1. Source items comprising kits; 2. Assemble the items into the kits, upon request; 3. Pack and mark in accordance with UNFPA requirements; 4. Manage inventory and storage of the assembled kits for stock orders; 5. Manage logistics and transportation at UNFPA’s request. <p>Requirements for the kits management process are provided in Annex 7. UNFPA Requirements to the Kits Assembly.</p> <p>Bidders are asked to provide the following information through Annex 9. Technical Information and Price Bid Form</p> <ul style="list-style-type: none"> ● Delivery lead time for fresh production of kits is defined as: from the time the supplier acknowledges the UNFPA Order until goods are ready to be shipped from



the point of origin for fresh production orders. For stock orders, delivery lead time is defined as: from the time the supplier acknowledges the UNFPA Order until goods are available for stock/delivery. Suppliers are advised to state realistic lead times since UNFPA shall monitor and measure delivery performance.

- **Kitting costs per kit** should be calculated for each kit separately as per requirements.
- **Warehousing costs per kit** should be fixed regardless of how long kits are kept in the supplier's warehouse. Warehousing services will only be used if UNFPA decides to keep kits in stock.
- In case UNFPA decides to hold kits at supplier warehouses, these kits will be insured through the UNFPA global cargo and warehouse insurance contract.

5. FREIGHT

The selected BPA holder might be requested to submit binding freight quotations to UNFPA for each Order. 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. UNFPA may decide to use different Incoterms when deemed necessary.

Upon requests, the supplier shall submit binding freight quotations to UNFPA for each Order. UNFPA will compare the supplier's offer for freight with other freight offers and choose the most competitive option. The agreed UNFPA Order Due Date will be provided inclusive of 2 weeks for pre-shipment inspection.

For sea freight, the 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 inspection have taken place, and the green light has been provided.

It is imperative that ORIGINAL documents are provided to the consignee at least two weeks prior to the arrival of the shipment/or arrival of the goods at their destination, if not stated differently in the Order/Shipping Instructions.

The supplier's Freight Forwarder shall render UNFPA assistance in obtaining free demurrage days from the 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.

For air freight, the main carrier refers to the flight. The Actual Time of Departure (ATD) refers to the actual date and time that the flight departs for shipment (or the issuance date in the Airway Bill (AWB) either sampling and testing or pre-shipment inspections have taken place and the green light has been provided.

The document must be sent by email, if not stated differently in the Order. In the case of air shipment, the Supplier has the responsibility to take necessary measures to avoid delivery at the final destination on Weekend/Holiday. In case it is unavoidable, UNFPA must be notified at least 3 days in advance.

The Supplier shall ensure that delivery details are communicated to UNFPA at least seven days prior to the arrival of goods at their destination, if not stated differently in the Order.

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 Orders.



Any charges that may arise due to the absence of documents at least two weeks prior to the arrival of the cargo (for sea freight shipments) or arrival on the same day (for air freight shipments) will be at the supplier's expense.

The supplier shall regularly update specific shipment tracking information related to any issued Order in the UNFPA OTS system <https://www.unfpaprocedurement.org/advanced-search-ot> Please note that OTS may be replaced due to the transition to Quantum.

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

- a. Order reference;
- b. Quantity and type of Goods;
- c. Invoiced value of the Goods;
- d. Name of freight forwarder;
- e. Date of departure from port of shipment;
- f. Name of vessel or carrier;
- g. Bills of Lading number(s);
- h. Expected time of arrival at port of discharge;

If awarded with an Order, immediately upon shipment of the contracted goods, the supplier must:

- Send by email to the respective UNFPA Country Focal Point or enter in the Order Tracking System the following shipping documents;
- Only when requested specifically either by Order or shipping instructions: Dispatch by courier (DHL or Federal Express, etc.) to the Consignee a set of original shipping documents: a. One negotiable copy of the Bill of Lading/CMR/AWB (marked "freight prepaid"); b. Original commercial invoice; c. Original packing list including the following information; and d. Any other required document (where applicable).

All packing lists shall clearly indicate UNFPA's 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.

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.

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 after goods are ready:

- a. Certificates of Origin issued by Chamber of Commerce
- b. Certificates of Analysis
- c. Quality certificates: ISO, CE, GMP, etc.
- e. Certificates of Conformity
- f. Any other certificates (if applicable)

Upon or before shipment of the Goods, the Supplier shall dispatch one set of originals of the documents to the Consignee for customs clearance of Goods (address to be provided in purchase order accordingly). One set of original documents shall be kept on file by the supplier on behalf of UNFPA for at least seven (7) years. UNFPA may, for any reason and at any time, request for such documents to be sent to designated recipients.



6. PACKAGING REQUIREMENTS

The cost of packing and the packing material cost shall be included in the bid price offered for the items. The packaging requirements are provided in Annex 6. Technical Requirements for Packing, Packaging and Labeling.

7. STORAGE AND TRANSPORTATION REQUIREMENTS

The Supplier must conform to the principles and guidelines of Good Manufacturing Practices, Good Storage Practices and Good Distribution Practices, ensuring storage conditions are observed at all times, including during transportation, that contamination from other products is avoided and that contaminating products are stored in the appropriately safe, and secure areas, that an adequate turnover of the stored products takes place and that products are stored in appropriately safe and secure areas. A tracing system should enable any faulty product to be found and there should be an effective recall procedure in place.

In the technical proposal, the supplier who is a wholesaler or distributor shall describe its good distribution practices, quality assurance, warehousing capability, shelf-life management system, processes and procedures such as stock management, etc. The supplier shall submit its quality assurance policy which should be in line with the [Model Quality Assurance System for Procurers](#).

The selected supplier should handle the storage and transportation of products as per Annex 19. Requirements for packaging, storage and transport of temperature sensitive health products.

8. PRE-SHIPMENT AND POST-SHIPMENT INSPECTION

UNFPA reserves the right to conduct pre-shipment and/or post-shipment inspection of any and all goods relating to UNFPA Orders. UNFPA or its contracted inspection agent shall be given reasonable and sufficient time before delivery of the goods to inspect them and to reject or refuse acceptance of any item not conforming to the technical specifications or the specifications stated in the UNFPA's Order. Payment for the goods pursuant to the 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 cost of the pre-shipment inspection will be borne by UNFPA. However, it is the responsibility of the supplier to ensure that all facilities to carry out a proper inspection are made available at their expense and that the goods for one shipment are presented at one location and on the date requested by UNFPA. Furthermore, UNFPA will charge the supplier for the repeat, supplementary or abortive inspection visits necessitated by the fault of the supplier.

The UNFPA inspection agency will share the final inspection/analytical testing report with 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.



9. BPA HOLDERS RESPONSIBILITY ON REJECTED OR RECALLED GOODS

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

10. FULL RIGHT TO USE

The Supplier warrants that it has not and shall not enter into any agreement or arrangement that restrains 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 Orders raised under the BPA.

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.

11. CHANGE OF ITEM/SPECIFICATION AFTER CONTRACT AWARD

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 BPA. In those instances, it is important that the quality of the product remains of equal or higher quality standards as approved in the BPA. The risks of using different specifications and/or manufacturers 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 its best efforts to revise and finalize each submission. The estimated assessment time is t 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.

12. PERFORMANCE EVALUATION

Under this BPA, the Supplier performance will be monitored and evaluated by UNFPA on a 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 BPA will take into consideration the results of the performance evaluation. The Vendor Performance Evaluation mechanism is currently being modified due to UNFPA transition to Quantum (new ERP system).



SECTION 5: EVALUATION CRITERIA

Evaluation of the Bids shall be undertaken in the following steps:

- a. Preliminary examination including:
 - a.1 Determination of completeness of the bids
 - a.2 Identification of Bidders quoting required coverage for the Lots as required by Section 4.
 - a.3 Identification of a batch of at least 3 (three) and up to 5 (five) lowest priced bids, including arithmetic check. Further higher-priced bids shall be added for evaluation if necessary.
- b. Evaluation of eligibility and qualification of the Bidders.
- c. Evaluation of technical bids in batches of bids as per the lowest bids identified during the previous step of preliminary evaluation. Further batches shall be added for evaluation if necessary.
- d. Financial and final evaluation of Bidders whose bids were deemed technically compliant based on the weighted score method.

1. Preliminary Examination Criteria

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per the below criteria on a Yes/No basis:

2. Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on a Pass/Fail basis.

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

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB, Section 2, article 4.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB, Section 2, article 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form



Certificates and Licenses	<ul style="list-style-type: none"> ▪ Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if the bidder is not a manufacturer ▪ Official appointment as a local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country ▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder ▪ Export/Import Licenses, if applicable 	Form B: Bidder Information Form
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 (three) years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 (three) years.	Form D: Qualification Form
Previous Experience	Minimum 3 (three) years of relevant experience.	Form D: Qualification Form
	Minimum 3 (three) contracts of similar value, nature and complexity implemented over the last 3 (three) years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	At least 3 Client's certificates in support of the satisfactory performance in similar contracts	Form D: Qualification Form
Financial Standing	Minimum average annual turnover during last 3 years: <i>Annual sales turnover during last three years to be at least equal to the required amount depending on the Lot:</i> <i>For Lot 1: at least 7 mln USD, for Lot 2: at least 5 mln USD, for Lot 3: At least 12 mln USD, For Lot 4: At least 5 mln USD, for Lot 5: At least 3 mln USD</i>	Form D: Qualification Form/ Copy of audited financial statements for the last three years

¹ Non-performance, as decided by UNFPA, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.



	<p><i>If quoting for several lots, this requirement will be cumulative for the lots that are being quoted</i></p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet the requirement).</i></p>	
	<p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. Liquidity: the ratio of Average current assets / Current liabilities over the last 3 (three) years must be equal or greater than 1.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet the requirement).</i></p>	<p>Form D: Qualification Form/ Copy of audited financial statements for the last three years</p>

3. Commercial Evaluation

Bids found to be substantially compliant will be compared to identify a batch of the lowest bids per each Lot separately. Weighted scoring will be used during the Commercial evaluation, where the weight score is given per each item based on the past procurement levels. The total score for each Bidder will be the sum of weighted scores for all quoted items, which will identify the lowest-priced bids that will be passed to further Technical Evaluation.

Criteria	Documents to establish compliance
Financial bid currency is in USD	Annex 9. Technical Information and Price Bid Form, tab "Other Items" (Annex 9a for Lot 2)
Required coverage for the Lots as required by Section 4 is quoted: for Lots # 1, 2, 3-80% of listed items and for Lots ## 4-5 – ALL ITEMS AND ALL KITS except for contraceptives items marked as "Provided by UNFPA"	Form E: Technical Bid and Annex 9. Technical Information and Price Bid Form
Bids are quoted based on required INCOTERMS and for the scope provided in Section 4.	Annex 9. Technical Information and Price Bid Form (Annex 9a for Lot 2)
The Bidder should accept the required price correction in case of arithmetic errors and omission as per Section 2: Instructions to Bidders, Clause 38.	

The bidder can quote any unconditional discounts and indicate the method for their application. The types of discounts could be as follows

- B. Quantity/volume discounts, in form of large quantity/volume discounts and staircase pricing (i.e., varying prices according to different quantities procured);



- C. Cumulative quantity/volume discount levels, i.e., discounts that increase as the cumulative order value/volume increases throughout the validity of the BPA;
- D. Early payment discounts, i.e., payment within a specified period of time faster than UNFPA's standard payment term of 30 days net.

4. Technical Evaluation

The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.

Criteria	Documents to establish compliance
Copy of the quality assurance systems in place should be provided.	Form E: Technical Bid Form
Questionnaire on Corporate Social Responsibility is provided	Annex 17. Questionnaire on Corporate Social Responsibility
For pharmaceutical items: the evaluation will be done in correspondence to the specifications provided in Annex 9. Technical Information and Price Bid Form, Tab “Technical Infor Pharmaceuticals” and Annex 3. UNFPA Technical Requirements for Pharmaceuticals	<p>Annex 9. Technical Information and Price Bid Form</p> <p>Annex 9a. Technical Information and Price Bid Form (applicable for Lot2)</p> <p>Annex 10. UNFPA Questionnaire for Pharmaceutical Products WHO Prequalified/ERP/SRA</p> <p>Annex 11. Inter-Agency Finished Pharmaceutical Product Questionnaire for non-WHO Prequalified/ERP/SRA approved</p> <p>Supporting documents required by the respective Questionnaire</p>
For Medical Devices, Equipments: the evaluation will be done in correspondence to the specifications provided in Annex 9. Technical Information and Price Bid Form, Tab “Specifications Medical Devices”. and Annex 5. UNFPA Technical Requirements for Medical Devices	<p>Annex 9. Technical Information and Price Bid Form</p> <p>Annex 12. Questionnaire for Medical Devices</p> <p>Annex 13. Questionnaire for EI Battery-Operated Devices (where applicable)</p> <p>Supporting documents required by the respective Questionnaire.</p>
For IVDs: the evaluation will be done in correspondence to the specifications provided in Annex 9. Technical Information and Price Bid Form, Tab “Technical Info IVDDs”. and Annex 4. UNFPA Technical Requirements for IVDs	<p>Annex 9. Technical Information and Price Bid Form</p> <p>Annex 14. Questionnaire for Medical Devices</p>



Criteria	Documents to establish compliance
<p>The non-medical products marked with “other items” are procured as part of kits only. The products should correspond to the specification provided in Annex 9. Technical Information and Price Bid Form, tab “Other Items”</p>	<p>Annex 9. Technical Information and Price Bid Form</p> <p>Annex 13. Questionnaire for EI Battery-Operated Devices (where applicable)</p> <p>Supporting documents required by the respective Questionnaire.</p>
<p>For Kits (Lots ## 3-4):</p> <p>The bidder should have the capacity to manage kits as per the requirements provided in Section 4.</p> <p>Confirmation that Bidder has the capacity to hold stock for UNFPA, if necessary. If the capacity exists to provide:</p> <ul style="list-style-type: none"> ● Information of warehouses/hubs available for distribution and stock keeping of UNFPA products. Information should include the volume capacity and standards/certification of the warehouse (e.g. GSP/GDP) ● Information on owned vs. not owned warehouses available ● Name/description of the ERP system to keep track of the inventories <p>The Pharmaceuticals and Medical Devices, Equipment and In-vitro diagnostics should be in compliance as well as non-pharma items with requirements for Pharmaceuticals and Medical Devices as stated above.</p>	<p>Form E: Technical Bid Form</p> <p>Supporting documents as required</p>

NB: Products may undergo a sample evaluation (pass/fail basis) either at the supplier’s premises or samples can be requested to be delivered to UNFPA in Copenhagen. This evaluation may be conducted by either a UNFPA QA Specialist or by a qualified and authorized third party at UNFPA’s discretion. No need to submit samples at the current stage.

5. Financial Evaluation

Criteria	Documents to establish compliance
<p>The evaluation of prices will be conducted only for those Bidders whose Technical Bids have passed the Technical Evaluation. Comparison will be made for each Lot separately.</p> <p>Lots 1, 3, 4, 5: Bids obtaining the highest – financial and final weighted score for the technically compliant items as per the below methodology will be considered as lowest priced and substantially responsive.</p> <p>Lots 2: Lowest priced technically compliant per Item</p>	<p>Annex 9. Technical Information and Price Bid Form, tab “Product List - Price Form”</p> <p>Annex 9a. Technical Information and Price Bid Form, tab “Product List - Price Form” (for Lot 2)</p>



SECTION 6: BIDDING FORMS AND STRUCTURE OF THE BID FILES

This form serves as a checklist for the preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission via email in accordance with **Section 2: Bid Data Sheet, Clause 10**. No alteration to the format of forms shall be permitted and no substitution shall be accepted.

The following documents that belong to Technical and Financial Bid should be submitted via email only:

Technical Bid:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Bid Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Eligibility and Qualification Form	<input type="checkbox"/>
▪ Form E: Technical Bid Form, with filled-in Annex 9. Technical Information and Price Bid Form (or Annex 9a for Lot 2)	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 5?	<input type="checkbox"/>

Price Bid:

▪ Annex 9. Technical Information and Price Bid Form (or Annex 9a for Lot 2) in pdf and excel	<input type="checkbox"/>
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The following supporting documents should be submitted via One Drive:

Folder (level 1) – Eligibility and Qualification Documents	
<i>Folder (level 2) – Bidder Profile</i>	
▪ <i>Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogs relevant to the goods and/or services being procured</i>	<input type="checkbox"/>
▪ <i>Certificate of Incorporation/ Business Registration</i>	<input type="checkbox"/>



<ul style="list-style-type: none"> ▪ <i>Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</i> 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ <i>Organizational Structure</i> 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ <i>ISO, GDP, GMP and/or other similar certificates as applicable</i> 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ <i>Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures</i> 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ <i>Corporate Environmental Policy, ISO 14001, ISO 14064 if available</i> 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ <i>Attach a formal statement that outlines your organisation's commitment to sustainability, where possible providing evidence of tangible results that demonstrate progress such as: Formal statement or Sustainability report or UN Global Compact Communication on Progress or other</i> 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ <i>Questionnaire on Corporate Social Responsibility as per Annex 17</i> 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ <i>Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder</i> 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ <i>Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney, if the Bidder is not Manufacturer for each product</i> 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ <i>Export Licenses, if applicable</i> 	<input type="checkbox"/>
<ul style="list-style-type: none"> ▪ <i>Information about joint venture if applicable</i> 	<input type="checkbox"/>
Folder (level 2) – Reference Letters	
<ul style="list-style-type: none"> ▪ <i>Statements of Satisfactory Performance from the Top 3 (three) Clients or more</i> 	<input type="checkbox"/>
Folder (level 2) – Documents to establish financial standing	
<ul style="list-style-type: none"> ▪ <i>Copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the last 3 years</i> 	<input type="checkbox"/>
Folder (level 1)- Pharmaceuticals dossiers	
Folder (level 2) – Documents per each product	



*The folder should be created for each medicine and named as following:
"Bid Item Number_Product ID"*

Annex 10. UNFPA Questionnaire for Pharmaceutical Products WHO Prequalified/ERP/SRA

or

Annex 11. Inter-Agency Finished Pharmaceutical Product Questionnaire for non-WHO Prequalified/ERP/SRA approved

should be provided for each product together with supporting documents required by the respective Questionnaire

General documentation to consider when preparing a submission for pharmaceuticals
(The documents serve as a guidance to the submissions. Manufacturers and/or Suppliers should refer to the annexures of each respective questionnaire and submit the supporting documents according to the questionnaire).

1. Formulation of the product (complete qualitative and quantitative composition including active ingredient(s) and excipients
2. Description and composition of primary packaging materials including label mockups
3. Description and composition of secondary packaging materials
4. Copy of product registration and market status– Licence No: etc
5. Certificate of pharmaceutical product (CPP) according to the WHO Certification Scheme (WHO Technical Report Series, No. 863. An earlier version is not acceptable)
6. Recent as well as historical deficiency/acceptance letters issued by PQP/SRA in relation to the specific product dossier
7. Copy of the relevant WHO Prequalification acceptance letter signed by your company
8. WHO acceptance letter for product dossier review mentioning the WHO reference number assigned by WHO for this specific product
9. Copy of primary and secondary packaging/label
10. Patient information leaflet/package insert
11. GMP certificate of the API manufacturer(s) from the country of origin
12. Copy of the internal API(s) specification(s)
13. Validated analytical methods if analytical methods for API are in-house analytical methods, different from BP, USP and Ph.Int.
14. Data on validation of the sterile aspects of the product including recent media fill validation data, as applicable
15. Copy of the certificate(s) of analysis of the API from the API manufacturer as well as from the FPP manufacturer
16. Copy of the certificate of suitability to the European Pharmacopoeia (CEP) and its annexes
17. Attach a copy of the Technical file
18. Recent/valid GMP certificates/letter of compliance of the FPP manufacturer
19. If in-house specification is different from BP, USP and Ph.Int., attach copy of the in-house finished product specifications and also validated analytical methods
20. Copy of the certificate of analysis for the three last batches released
21. Flow diagram and brief narrative describing the manufacturing and control process of this product with relevant parameters





<p>22. Data on validation of the sterile aspects of the product including recent media fill validation data as applicable</p> <p>23. Protocol and report for accelerated and long-term stability testing</p> <p>24. Declaration that stability studies have been done or are being done with all declared API sources</p> <p>25. Status report of any ongoing stability studies</p> <p>26. In-use stability data and storage conditions after reconstitution for oral powder for suspension, powder for injection, or injection that may be further diluted, or multidose containers</p> <p>27. Summary of pharmacology, toxicology and efficacy of the product</p> <p>28. Graphic/pictorial representation of summary study results</p> <p>29. Copy of the report of the proof of therapeutic equivalence (BE study) comparative dissolution profile, dissolution tests, and others if any</p> <p>30. Schematic representation of study design, Study protocol summary</p> <p>31. Photos are required for all offered bid items and should be included in the respective product folder.</p> <ul style="list-style-type: none"> ○ One photo of the product on a white or neutral background ○ (to be uploaded to UNFPA catalog) in jpeg. format (size max. 500 kb). ○ Photos showing the primary package. ○ Photos showing all the primary label(s). ○ Photos showing the secondary package. ○ Photos showing all the secondary label(s). 	
<p>Folder (level 1) - IVDs dossiers</p>	
<p>Folder (level 2) – Documents per each product</p>	<input type="checkbox"/>
<p><i>The folder should be created for each medicine and named as following: “Bid Item Number_Product ID”</i></p> <p>Annex 14. Questionnaire for IVDs should be provided for each product together with supporting documents required by the respective Questionnaire.</p> <p><u>General documentation to consider when preparing a submission for IVDs</u> (The documents serve as a guidance to the submissions. Manufacturers and/or Suppliers should refer to the annexures of each respective questionnaire and submit the supporting documents according to the questionnaire)</p> <ol style="list-style-type: none"> 1. Letter of authorization to act on behalf of manufacturer if submission is not from the manufacturer 2. Copy of ISO 9001 certificate (for manufacturer and for trader) 3. Copy of ISO 13485 certificate (for manufacturer and for trader) 4. Complete and detailed technical specifications of the product (incl. manufacturer’s product code) 5. Proof of WHO prequalification (If available, or other similar) 6. CE certificate (additionally for EC class III items EC Design Dossier) 7. Declaration of conformity (signed and dated, according to ISO 17050, specifying the relevant directives, regulations and standards, and attaching copy of certificates) 8. Manufacturer’s EC Representative (EC Rep) contact details and country information 	<input type="checkbox"/>



9. FDA 510k Premarket approval device letter/ Device licence (Australia, Japan, Canada)
10. Evidence that product has been sold to Europe or U.S. or other large market areas with strong regulatory systems.
11. Photo of the product and packaging (at various angles if necessary).
12. Technical Sheet of the IVD product
13. Evidence of clinical studies to all but class I non-sterile, non-measuring medical devices: e.g. a copy of study results
14. Product technical data sheet
15. Photos of the product, packaging and labelling at various angles if necessary
16. Trilingual En/Fr/Es version of the instructions-for-use for the IVD product. Instructions-for-use are also known as a package insert (where applicable).
17. A certificate of analysis for at least one recently released batch.
18. Stability studies of at least 3 batches
19. User, installation and/or assembly manual, if applicable
20. Service/repair (after sale) services with contact details, if applicable
21. Information on cleaning, disinfecting and sterilization methods (for reusable devices only)
22. Certificates for product-specific safety standards, such as ISO 10993-1.
23. Certificate for sterilization process, such as ISO 17665 (Steam sterilization), ISO 11135 (ETO sterilization), ISO 11137 (Gamma Irradiation), or other equivalent.
24. Manufacturer's Post-market study report from 3 last years
25. Quality Assurance process (for the manufacturer and/or for the trader)
26. Specify any other documentation provided (e.g. any test results or relevant standards):
27. ISO 14001. If not available, a signed commitment letter from a manufacturer
28. Other relevant certificates related to Environmental and/or Energy management, such as ISO 50001, or FSC certificates for the carton and paper used in packaging (for manufacturer and for trader).
29. Manufacturer's copy of the latest audit report (audited by an European health product distributor)
30. Copy of third party laboratory test reports, if available (Laboratory name and ISO 17025 accreditation status), if applicable.

Folder (level 1) - Medical devices dossiers

Folder (level 2) – Documents per each product

*The folder should be created for each medicine and named as following:
"Bid Item Number_Product ID"*

Annex 12. Questionnaire for Medical Devices
Annex 13. Questionnaire for El Battery-Operated Devices (where applicable)
should be provided for each product together with supporting documents required by the respective Questionnaire.

General documentation to consider when preparing a submission for MDs

(The documents serve as a guidance to the submissions. Manufacturers and/or Suppliers should refer to the annexures of each respective questionnaire and submit the supporting documents according to the questionnaire)

Manufacturer documents/QMS:

1. ISO 9001 – Quality Management Systems: Requirements
2. ISO 13485 – Medical Devices: Quality Management Systems
3. Manufacturer shall provide a post-market study report covering the last 3 years. Product document
4. A copy of the latest audit report by a European health product distributor, if available.
5. ISO 14001 (Environmental Standard) and ISO 50001 (Energy Standard) certification, if available
6. Declaration of conformity to applicable regulation(s) and/or standard(s) according to the model given in ISO/IEC 17050
7. Evidence of legal registration to manufacture the particular device by the respective national regulatory authority and valid manufacturing licenses.

Product documents:

1. Declaration of conformity to applicable regulation(s) and/or standard(s)
2. Evidence that the product has been cleared by the relevant regulatory authorities to market in Europe or the U.S, or in other IMDRF representative countries
3. For CE marked products, the manufacturer shall provide EC Representative (EC Rep) contact details and Country.
4. Evidence of clinical studies to all but the class I non-sterile, non-measuring medical devices e.g. a copy of the study results.
5. Post Market Surveillance evidence and reports appropriate for the device class in accordance with EU MDD/MDR requirements.
6. If available, third-party laboratory test reports (declaring the name of laboratory and accreditation status) shall be submitted as part of the medical device dossier.
7. For sterile products: the manufacturer itself or any contract sterilizer company shall provide evidence of compliance to:
8. ISO 11135 (ETO sterilization)
9. ISO 11137 (Gamma Irradiation)
10. ISO 17665 (Steam sterilization)
11. ISO 20857 (Dry heat)
12. ISO 14937 (for any other sterilization method)
13. Copies of certificates of sterilization from the last 3 most recently released batches from the manufacturer
14. Evidence of compliance to storage and transportation of sterile products. Data loggers reports shall be included in shipments containing sterile medical devices as relevant
15. Photos of primary and secondary packaging shall be provided accurately representing the product UNFPA will receive
16. Photos of primary and secondary labelling shall be provided accurately representing the product UNFPA will receive.
17. The shelf life of the device shall be clearly indicated
18. Instructions for use or manuals in English, French and Spanish must be provided
19. For equipment items:
20. Instructions for use or manuals
21. Information on installation details, training, service, repair and spares where applicable.



<p>22. A copy of warranty should be provided for all equipment</p> <p>23. For Reusable Products: Clear information/instructions should be provided on cleaning, disinfection and sterilization methods and types for the device</p> <p>24. For Electrical Products : The available voltage and plug types should be specified</p> <p>25. Disposal of the device : the necessary information for the safe disposal or decommissioning of the device after its recommended time of use</p> <p>26. Where appropriate, the necessary information shall be provided for the product hazardous classification and material safety data sheet (MSDS)</p>	
<p>Folder (level 1) – Non-health items documents</p>	
<p>Annex 13. Questionnaire for EI Battery-Operated Devices (where applicable) should be provided for each product together with supporting documents required by the respective Questionnaire.</p>	<input type="checkbox"/>



.FORM A: BID SUBMISSION

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap here to enter text.
ITB reference:	UNFPA/DNK/ITB/23/003		

We, the undersigned, offer to supply the goods and related services required for UNFPA in accordance with your Invitation to Bid No UNFPA/DNK/ITB/23/003 We hereby submit our bid, which includes this Technical Bid and Price 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"/>	Requirements and Terms and Conditions: I/We have read and fully understand the ITB, including the ITB Information and Data Sheet, Schedule of Requirements, the General Conditions of Contract. I/we confirm that the bidder agrees to be bound by them.
<input type="checkbox"/>	<input type="checkbox"/>	Ethics: In submitting this bid I/we warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any competitor; has not directly or indirectly approached any representative of the buyer (other than the point of contact) to lobby or solicit information in relation to the ITB; has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the buyer.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm to undertake not to engage in proscribed practices, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we have read the United Nations Supplier Code of Conduct : https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN.
<input type="checkbox"/>	<input type="checkbox"/>	Conflict of interest: I/We warrant that the bidder has no actual, potential or perceived conflict of Interest in submitting this bid, or entering into a contract to deliver the requirements. Where a conflict of interest arises during the ITB process the bidder will report it immediately to the Procuring Organisation's Point of Contact.
<input type="checkbox"/>	<input type="checkbox"/>	Prohibitions, Sanctions: I/We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group.



<input type="checkbox"/>	<input type="checkbox"/>	I/We do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
<input type="checkbox"/>	<input type="checkbox"/>	Bankruptcy: I/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future.
<input type="checkbox"/>	<input type="checkbox"/>	Bid Validity Period: I/We confirm that this bid, including the price, remains open for acceptance for the bid validity period.
<input type="checkbox"/>	<input type="checkbox"/>	We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UNFPA.
<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"/>	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 B: BIDDER INFORMATION

Legal name of bidder	Click or tap here to enter text.
Legal Address, City, Country	Click or tap here to enter text.
Website	Click or tap here to enter text.
Year of registration	Click or tap here to enter text.
Bidder's Authorized Representative information	Name and Title: Click or tap here to enter text. Telephone numbers: Click or tap here to enter text. Email: Click or tap here to enter text.
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNFPA vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNFPA vendor number]
No. of full-time employees	Click or tap here to enter text.
Years of supplying to UN organisations	Click or tap here to enter text.
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	Click or tap here to enter text.
<p>Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate)</p> <p>Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy</p>	<p>Tick all that apply and provide supporting documentation.</p> <p><input type="checkbox"/> Corporate Environmental Policy</p> <p><input type="checkbox"/> ISO 14001</p> <p><input type="checkbox"/> ISO 14064</p> <p><input type="checkbox"/> Other, specify Click or tap here to enter text.</p>



<p>Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues</p>	<p>Attach a formal statement that outlines your organisation’s commitment to sustainability, where possible providing evidence of tangible results that demonstrate progress such as:</p> <p>Tick all that are attached:</p> <p><input type="checkbox"/> Formal statement</p> <p><input type="checkbox"/> Sustainability report</p> <p><input type="checkbox"/> UN Global Compact Communication on Progress</p> <p><input type="checkbox"/> Other, specify Click or tap here to enter text.</p>
<p>Is your company a member of the UN Global Compact?</p>	<p>Click or tap here to enter text.</p>
<p>Have you submitted Questionnaire on Corporate Social Responsibility</p>	
<p>Contact person that UNFPA may contact for requests for clarifications during Bid evaluation</p>	<p>Name and Title: Click or tap here to enter text.</p> <p>Telephone numbers: Click or tap here to enter text.</p> <p>Email: Click or tap here to enter text.</p>
<p>Please attach the following documents:</p>	<p>As per Section 6: BIDDING FORMS AND STRUCTURE OF THE BID FILES to be submitted</p>



FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

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.

<p>Name of leading partner (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)</p>	<p>Click or tap here to enter text.</p>
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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 UNFPA 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 D: ELIGIBILITY AND QUALIFICATION FORM

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 previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the bidder was legally contracted or sub-contracted 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

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

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



Current Ratio (current assets/current liabilities)			
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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.



FORM E: TECHNICAL BID

The Bidder's Bid should be organized to follow this format of the Technical Bid. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the past.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 Organization's commitment to sustainability.

SECTION 2: Scope of Supply, Technical Specifications, and Related Services

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail.

- 2.1 A detailed description of how the Bidder will source, stock and deliver the required goods, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Please describe the freight forwarder details and arrangements including the ability to provide/coordinate necessary shipping services, including air, sea and cold chain delivery (if required).
- 2.5 Bidders are requested to submit their established procedures with regards to the storage and distribution of heat-sensitive and cold-storage items. In addition, UNFPA invites bidders to propose suggestions on how they could assure the integrity of heat-sensitive and cold chain items in case these require onward in-country distribution after arrival at the air/or sea port.
- 2.6 For lots ## 3-4.
 - 2.6.1 Please describe warehouse arrangements if you bid for Lots ## 3-4 Kits and the capacity to hold stock for UNFPA, if necessary:
 - Information of warehouses/hubs available for distribution and stock keeping of UNFPA products. Information should include the volume capacity and standards/certification of the warehouse (e.g. GSP/GDP)
 - Information on owned vs. not owned warehouses available
 - Name/description of the ERP system to keep track of the inventories



2.6.2 Please describe the proposed approach to kitting, packaging, warehousing, inventory management, batch/shelf-life management.

SECTION 3: Management Structure and Key Personnel

3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.

3.2

SECTION 4: Products

1. Please submit the document as required by Section 5 to support the quality of Pharmaceuticals, Medical Devices and non-health items as per instructions provided in Section 6 and provide a signed and filled-in Annex 9. Technical Information and Price Bid Form or for Lot 2 Annex 9a. Technical Information and Price Bid Form for Lot2) as signed PDF and in excel format.

Signature of Personnel

Date (Day/Month/Year)



FORM F: FINANCIAL BID FORM

Please submit Annex 9. Technical Information and Price Bid Form or for Lot 2 Annex 9a. Technical Information and Price Bid Form for Lot 2) as signed PDF and in excel format.