



22 March 2016

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Yuchengco Tower I  
Ayala cor. Buendia Avenue  
Makati City, PHILIPPINES  
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Email: viloria@unfpa.org  
Website: www.unfpa.org

INVITATION TO BID  
ITB No. UNFPA/PHL/16/001

MANUFACTURE AND/OR SUPPLY OF  
DIGNITY KITS WITH MATERNITY PACKS

INTRODUCTORY LETTER

Dear Sir/Madam,

1. The United Nations Population Fund (UNFPA), an international development agency, invites sealed bids for the supply of **DIGNITY KITS with MATERNITY PACKS** for its programme in the Philippines.
2. Bidding shall be conducted through ONE envelope. The technical bid containing the technical specifications and the financial bid containing price information shall be submitted together.
3. The Bidder shall be required to quote for all items. However, Bidders are encouraged to quote for as many items as possible.
4. To enable you to submit a bid, please read the following attached documents carefully:

Section I:	Instructions to Bidders
Section II:	Technical Specifications and Schedule of Requirements
Section III:	UNFPA General Conditions of Contract
Section IV:	UNFPA Special Conditions for Contracts
Section V:	Bidding Forms
Section VI:	Contract Forms
5. The bid shall reach UNFPA's reception or the email inbox of [procurement.ph@unfpa.org](mailto:procurement.ph@unfpa.org) no later than 18 April 2016, at 12:00 p.m. local time.
6. The bid shall be opened on 19 April 2016, at 1:30 p.m., local time at 30<sup>th</sup> Floor, RCBC Plaza, Yuchengco Tower I, Ayala Avenue corner Buendia Avenue, Makati City, Philippines. Bidders or their authorized representatives may attend the bid opening. Kindly confirm by email by **06 April 2016, whether your company shall be represented at the bid opening**.
7. Bids received after the stipulated date and time shall not be accepted under any circumstances. Bids delivered through courier and posted later than the due date shall not be registered and shall



be returned unopened or shall be shredded. Bids submitted to any other email address than *procurement.ph@unfpa.org*, shall be rejected.

8. Bidders shall acknowledge receipt of this Invitation to Bid according to the Bid Confirmation Form, Section V, 1 of this solicitation document by email to *viloria@unfpa.org* no later than **08 April 2016, 12:00 p.m. local time** and to indicate whether or not a bid shall be submitted. If you are declining to bid please state the reasons for UNFPA to improve its effectiveness in future invitations.

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


- **RENA DONA**, *Assistant Representative and Programme Unit Team Leader*  
email: *dona@unfpa.org* for questions related to technical requirements.
- **MARIA ROWENA C. VILORIA**, *Procurement Associate*  
email: *viloria@unfpa.org* for questions relating to the bidding exercise.

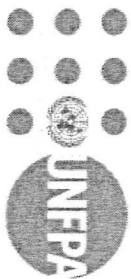
Do not submit your bid to these contacts, or your bid will be disqualified.

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

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

Yours sincerely,

  
**MARIA ROWENA C. VILORIA**  
*Procurement Associate/Buyer*  
*UNFPA, Philippines*



**UNITED NATIONS POPULATION FUND**

**INVITATION TO BID**

**ITB NO.: UNFPA/PHL/16/001**

**Bid document for the manufacture and/or supply of DIGNITY KIT  
with MATERNITY PACK**

**22 March 2016**

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## SECTION I: Instructions to Bidders

### A. Introduction

#### 1. Scope

- 1.1. The goods to be procured *are DIGNITY KIT WITH MATERNITY PACK* for UNFPA's *Programme* located in the Philippines.
- 1.2. As a result of this bidding process, UNFPA shall sign non-exclusive Long Term Agreements (LTAs) with one or multiple vendors for two (2) years with possible one (1) year extension based on good supplier performance condition. Goods must be manufactured and supplied by UNFPA pre-qualified suppliers.

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

- a. The successful Bidder(s) shall accord the same terms and conditions to any other organization within the United Nations System that wishes to avail of such terms, after written consent from the UNFPA Procurement Services Branch.
- b. The agreements shall be valid for two (2) years starting from the date the LTA was signed with a possibility of further extension for one (1) year. The successful Bidder(s) shall have the right to review their prices every 12 months from commencement of the LTA, and shall notify UNFPA in writing 90 days prior to the 12-month period of a proposed price decrease or increase. The successful Bidder(s) shall provide proper justification for any price increase. UNFPA shall be entitled to either accept the price decrease / increase or to cancel the LTA, and shall notify the successful Bidder(s) in writing of its decision.
- c. The quantities specified in Section II, Schedule of Requirements may not be reached or may be exceeded during the period of the agreement.
- d. The successful Bidder agrees to supply the Goods and Services to all the developing countries, least developed countries and transition countries listed in the following link: <http://unstats.un.org/unsd/methods/m49/m49regin.htm#developed>
- e. The long term agreement template as specified in Section VI, Contract Forms, 3, shall be used for the establishment of the final agreement.
- f. UNFPA will not be committed to purchase any minimum quantity of the goods and related Services, and purchases will be made only if and when there is an actual requirement. UNFPA shall not be liable for any cost in the event that no purchases are made under any resulting LTA. All reductions in market prices mandated by the provider will be passed on in full to UNFPA.
- g. Upon the establishment of LTA with successful Bidder(s), the following secondary bidding procedures will be followed each time there is a requirement for the Goods and Related Services:
  - i. A Request for Quotation (RFQ) will be sent to those firms with whom an LTA has been signed for the required goods/services.

- ii. Bidder(s) will be required to provide their best FCA and CPT prices (for Goods) / prices (for Services), bearing in mind that the FCA prices (for Goods) / prices (for Services) cannot exceed the maximum ceiling unit prices quoted in response to this ITB.
  - iii. Quotations will be evaluated on the lowest prices. UNFPA reserves the right to either purchase CPT or FCA to nearest airport/port and to contract the freight component separately, whichever combination is in the best interest of UNFPA.
  - iv. Bidder(s) will normally be given 3 business days to provide a quotation. Depending on the complexity of the order and the destination, more time may be given.
  - v. UNFPA reserves the right to accept all or part of the bid.
  - vi. In order for UNFPA to request separate freight quotes from shipping companies, Bidder(s) will be required to include accurate shipping weights, volumes, dimensions and numbers of containers and of pallets in their quotations. Should there be any major discrepancies between the shipping dimensions quoted in the offer in response to the RFQ and the actual shipping dimensions, those quoted in the Bidder(s) offer in response to the RFQ will prevail.
  - vii. Depending on the quantities being requested at the secondary bidding stage or the complexity of the case, Bidders may be requested to provide a performance security.
  - viii. The successful Bidder(s) may be requested to quote for Goods and Related Services not listed in the LTA.
- Bidder(s) invited to a secondary bidding, but who systematically do not respond regularly to UNFPA RFQs without valid justification may not continue to be invited to submit quotations.

## **2. Eligible Bidders**

- 2.1 This bid is open to primary manufacturers, authorized agents and authorized resellers.
- 2.2 A Bidder and all parties constituting the Bidder may hold any nationality.
- 2.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
  - 2.3.1. Are or have been associated in the past, with a firm or any of its affiliates that have been engaged by UNFPA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these bidding documents; or
  - 2.3.1. Are or have been associated in the past, with a firm or any of its affiliates that have been engaged by UNFPA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these bidding documents; or
- 2.4 A Bidder that is under a declaration of ineligibility by UNFPA in accordance with Instructions to Bidders Clause 2 at the date of contract award shall be

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

2.4.1. The Bidder is listed as suspended on United Nations Global Marketplace (<http://www.ungm.org>) as a result of having committed fraudulent activities,

2.4.2. The Bidder's name is mentioned in the UN 1267 list issued by the Security Council resolution 1267 that establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;

2.4.3. The Bidder is debarred by the World Bank Group.

2.5 Bids may be submitted by a Joint Venture (JV). In the case of a JV:

a. The duly filled Joint Venture Partner Information Form, Section V, 7, must be included with the bid; and

b. All parties to the JV shall be jointly and severally liable; and

c. The JV shall nominate a Representative who shall have the authority to conduct all businesses:

- i. for and on behalf of any and all the parties of the JV during the bidding process; and
- ii. in the event the JV is awarded the contract, during contract execution.

### **3 Eligible Goods and Related Services**

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

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

### **4 Cost of Bid**

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

### **5 Fraud and Corruption**

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

## **B. Solicitation Documents**

### **6 UNFPA Solicitation document**

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

6.2. Bidding documents consist of the following:

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

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

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

### **7 Clarifications of solicitation document**

7.1. A prospective Bidder requiring any clarification on the bid solicitation documents may notify UNFPA in writing within *three (3) days* from the date of issue of the bid. UNFPA shall respond in writing to any request for clarification received and circulate its response (including an explanation of the query but without identifying the source of enquiry) to all prospective Bidders who have received the bid solicitation documents. A copy of UNFPA's answer shall also be posted on the UN Global Marketplace, <http://www.ungm.org/>

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

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

8.2. All prospective Bidders that have received the bidding documents shall be notified in writing of all the amendments to the bidding documents. In order to give prospective Bidders reasonable time to take the amendments into account in preparing their bids UNFPA may, at its discretion, extend the deadline for the submission of bids.

**C. Preparation of Bids**

**9 Language of the bid**

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

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

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

To establish their eligibility, Bidders shall:

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

**10.2. Documents Establishing the Qualifications of the Bidder**

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

- a. Evidence that the Bidder is established as a company and legally incorporated in the country where it resides; e.g. through provision of certification of incorporation or other documentary evidence (this is not required for companies already registered in national, regional or international Stock Exchanges);
- b. Copy of valid manufacturing license from the country of manufacturing and/or a copy of company registration in the country of operation demonstrating that is duly authorized to supply these goods to the country of destination;
- c. In the case of a Bidder not doing business within the country of destination, the Bidder is or will be represented by an Agent in the country that is equipped and able to carry out the supplier's maintenance, training, repair and spare parts-stocking obligations prescribed in the Section II, Technical Specifications and Schedule of Requirements;
- d. Written confirmation from the Bidder that the Bidder is neither suspended by the United Nations system nor debarred by the World Bank group;
- e. Post qualification documentation outlined in Instructions to Bidders, Section 32.

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



**10.3. Documents Establishing the Eligibility and Conformity of the Goods and Related Services**

Bidders shall submit:

- a. Documentary evidence that the goods conform to the Technical Specifications and standards specified in Section II Technical Specifications and Schedule of Requirements;
- b. Completed Product Item Overview Form, Section V, 5.
- c. Product catalogues containing pictures of the product(s)
- d. Manufacturer's technical product specifications or datasheets

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

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

**11 Bid Currency and Prices**

11.1. All prices shall be quoted in Philippine Peso or any convertible currency to US Dollars (USD).

In the event of an LTA being signed with the successful Bidder(s) the item prices quoted by the Bidder(s) will be entered into an e-procurement system maintained by UNFPA that can only accommodate prices in US dollars (USD). Therefore, prices shall be quoted in US dollars (USD) by the Bidder(s). Bidders shall indicate in their Bid the currency they would normally have used (i.e. the Bidder's preferred currency) if no such currency constraint existed. In order to mitigate financial risks, the successful Bidder(s) will be requested during the course of the LTA to adjust their USD price downward and to use for that purpose the UN exchange rate at time of bidding in the event of the USD appreciating by more than 10% against the Bidder's preferred currency. Similarly, should the USD depreciate by more than 10% against the Bidder's preferred currency, the successful Bidder(s) will be allowed to adjust their USD price upward by applying the UN exchange rate at time of bidding. For the purpose of calculating the percentage of appreciation or depreciation of the USD against the Bidder's preferred currency, the UN monthly exchange rates shall be used. To obtain the monthly UN exchange rate, use the following link:  
<http://treasury.un.org/operationalrates/Default.aspx>

11.2. The Bidder shall indicate the unit prices (where applicable) and total bid price of the goods or services it proposes to supply under the contract. This price information shall be indicated on the Price Schedule Form, Section V, 6.



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

- Price of goods FOB/FCA Point of departure
- Freight cost CPT/CFR Philippines

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

11.5. Bidders are allowed to adjust the required quantities in the Price Schedule (see Section II) to ensure shipment in full container loads (FCLs). Unit prices for full container loads will be compared for evaluation purposes.

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

## **12 Validity of Bid**

12.1. The prices of the bid shall be valid for *90 days* after the closing date of bid submission as specified by UNFPA. A bid valid for a shorter period shall be rejected by UNFPA on the grounds that it is non-responsive.

12.2. In exceptional circumstances, UNFPA may solicit the Bidder's consent for an extension of the period of validity under exceptional circumstances. The request and the responses shall be made in writing.

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

### **13 Partial Bids**

13.1. Partial bids are not allowed under this tender.

### **14 Alternative Bids**

14.1. Alternative bids will not be accepted. In the event of a supplier submitting more than one bid, the following shall apply:

- a. All bids marked alternative bids will be rejected and only the base bid will be evaluated;
- b. All bids will be rejected if no indication is provided as to which bids are alternative bids.

### **15 Bids**

15.1. Bids shall be submitted in one envelope or transmitted in an email to a secure email address designated by UNFPA.

15.2. The technical portion of the bid shall be prepared in accordance with Section II: Schedule of Requirements and Technical Specifications and shall include the requested documentation as per Instructions to Bidders Clause 10.

15.3. The financial portion of the bid shall be prepared in accordance with the Price Schedule Form in Section V, 6 of the bid forms.

15.4. Bids shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. A bid shall contain no interlineations, erasures, or overwriting except as necessary to correct errors made by the Bidder. In that case such corrections shall be initialled by the person or persons signing the bid.

#### **16 Sealing and Marking of Bids (hard copies)**

16.1. When submitting bids in hard copies the Bidder shall prepare one set of sealed bids containing the technical and price components.

16.2. The envelope shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late."

16.3. If the outer envelope is not sealed and marked as required, UNFPA shall assume no responsibility for the bid's misplacement or premature opening.

16.4. The outer envelope must be clearly marked with the following:

**UNITED NATIONS POPULATION FUND (UNFPA)**  
30<sup>th</sup> Floor, RCBC Plaza, Yuchengco Tower I, Ayala Avenue cor.  
Buendia Avenue, Makati City, Philippines  
Invitation to Bid No. UNFPA/PHL/16/001  
Attention: Maria Rowena C. Vitoria  
Procurement Associate

ONLY TO BE OPENED BY AUTHORIZED UNFPA PERSONNEL

#### **17 Electronic Submissions**

17.1. Bids may be submitted electronically. Please note the following guidelines for electronic submissions:

17.2. Bidders shall make clear reference to the specific bid in the subject field as instructed, otherwise bids may be rejected. Clearly specify the following text in the subject line: ITB No. UNFPA/PHL/16/001, Bidder's Name.

17.3. The bid shall be submitted to [procurement.ph@unfpa.org](mailto:procurement.ph@unfpa.org) Bids received at the [procurement.ph@unfpa.org](mailto:procurement.ph@unfpa.org) mailbox are kept undisclosed and shall not be opened before the scheduled opening date. Sending to any other email address will violate confidentiality and invalidate the bid.

17.4. Email submission shall not exceed 10 MB, including the size of the cover email. It is recommended that all the bidding documents are consolidated into as few attachments as possible which shall be in commonly used file formats. If the bid consists of large electronic files, it is recommended to send these files separately before the deadline indicating the order of emails (email 1, email 2, etc.) after the bid reference number and the Bidder's name in the subject line of each email.

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17.5. It shall be the Bidder's responsibility to ensure that bids sent by email are received by the deadline. All Bidders shall receive an auto-reply acknowledging the receipt of their email. Bidders shall not receive responses to questions sent to [procurement.ph@unfpa.org](mailto:procurement.ph@unfpa.org) since it is a secure mailbox.

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

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

18.1. Bids must be delivered to the office on or before the date and time specified in the introductory letter of this solicitation document. If any doubt exists as to the time zone in which the bid should be submitted please refer to [www.timeanddate.com/worldclock](http://www.timeanddate.com/worldclock), or contact the bid focal point.

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

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

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

19.1. A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice prior to the bid submission deadline. The modification shall be submitted in a sealed envelope or to the dedicated secured email.

19.2. The Bidder may withdraw its bid after submission, provided that written notice of the withdrawal is received by UNFPA prior to the bid submission deadline requested to be withdrawn shall be shredded or shall be returned unopened to the Bidder.

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

## **20 Storage of Bids**

20.1. Bids received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified bid opening date stated in the UNFPA's solicitation document. No responsibility shall be attached to UNFPA for prematurely opening an improperly addressed and/or identified bid.



## 21 Bid Opening

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

Street Address : *Ayala Avenue corner Buendia Avenue*  
Floor/ Room number : *30<sup>th</sup> Floor, RCBC Plaza, Yuchengco Tower I*  
City : *Makati City*  
Country : *Philippines*  
Date : *19 April 2016*  
Time : *1:30 p.m., local time*  
(reference: [www.timeanddate.com/worldclock](http://www.timeanddate.com/worldclock)).

21.2. Bids received electronically by the required deadline will be printed and a copy of the bids will be put in a sealed envelope that will be opened at the time and date specified in the bid document. Only the last received bid will be opened if multiple bids are sent by a same Bidder.

21.3. UNFPA shall open all bids in the presence of at least two witnesses from UNFPA or another UN agency. The bids shall be opened publicly at the time and place specified in the ITB and an immediate record made thereof.

21.4. Only those who have submitted bids may attend the bid opening. However, the Bidders may authorize a local agent, embassy or trade commission (also referred to as observers) to represent them. In order to be able to attend bid opening, agents representing Bidders must provide reasonable evidence (business cards, letter of authorization, etc.) confirming the name of the Bidder they represent.

21.5. The report shall be available for viewing by Bidders for a period of thirty days from the date of the opening. No information that is not included in the bid opening report can be given to Bidders.

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

### E. Evaluation and Comparison of Bids

#### 22 Confidentiality

22.1. Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the contract award is published.

22.2. Any effort by a Bidder to influence UNFPA in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.

22.3. Notwithstanding from the time of bid opening to the time of contract award, if any Bidder wishes to contact UNFPA on any matter related to the bidding process, it should do so in writing.

## 23 Clarification of Bids

23.1. To assist in the examination, evaluation and comparison of bids, UNFPA may ask Bidders for clarification of their bids. The request for clarification and the response shall be in writing by UNFPA and no change in price or substance of the bid shall be sought, offered or permitted.

## 24 Responsiveness of bids

24.1. UNFPA's determination of a bid's responsiveness is to be based on the contents of the bid itself.

24.2. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

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

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

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

- b. During technical evaluation of bids and qualification of Bidders:
    - Specifications of the item quoted vary in one or more significant respect(s) from the minimum required technical specifications.
    - The Bidder does not meet the minimum conditions for qualification.
  - c. During financial evaluation of bids:
    - The Bidder does not accept the required price correction as Instructions to Bidders Clause 25.1, c.
    - Required price components are missing;
    - The Bidder offers less quantity than what is required.
- 24.4. If a bid is not substantially responsive to the bidding documents, it shall be rejected by UNFPA and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

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

25.1. Provided that a bid is substantially responsive:

- a. UNFPA may waive any non-conformities or omissions in the bid that do not constitute a material deviation.
  - b. UNFPA may request that the Bidder submit the necessary information or documentation within a reasonable period of time to rectify nonmaterial nonconformities or omissions in the bid related to documentation\_requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
  - c. UNFPA shall correct arithmetical errors on the following basis:
    - If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNFPA there is an obvious misplacement of the decimal point in the unit price. In that case the line item total as quoted shall govern and the unit price shall be corrected;
    - if there is a discrepancy between words and figures, the amount in words shall prevail;
    - if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- 25.2. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected.



## **26 Preliminary examination of Bids**

26.1. UNFPA shall examine the bids to determine whether they are complete, that all documents and technical documentation requested as per Instructions to Bidders Clause 10 have been provided and to determine the completeness of each document submitted. UNFPA will also examine whether any computational errors have been made, whether the documents are properly signed, and whether the bids are generally in order.

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

27.1. UNFPA shall examine the bid to confirm that it does not contain any material deviations, reservation, or omission related to the conditions and requirements specified in the Section II Technical Specifications and Schedule of Requirements, Section III UNFPA General Conditions of Contract and Section IV UNFPA Special Conditions for Contracts.

27.2. If after the examination of the terms and conditions and the technical evaluation UNFPA determines that the bid is not substantially responsive in accordance with Instructions to Bidders Clause 24, the bid shall be rejected.

## **28 Conversion to Single Currency**

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

## **29 Domestic Preference**

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

## **30 Evaluation of Bids**

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

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

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



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

- 31.1. UNFPA shall compare all substantially responsive bids to determine the lowest priced substantially responsive bid.
- 31.2. Bid comparison will be made on the total cost, delivered to final destination. UNFPA reserves the right to compare freight prices of Bidders with rates of reputable freight forwarders and to consider such rates for the purpose of bid evaluation. In the event that Bidder's freight prices are found to be less competitive than the rates offered by freight forwarders, UNFPA may issue a contract on FCA basis to the Vendor instead of CPT/CFR, and issue a separate contract for freight to a freight forwarder if deemed in the best financial interest of UNFPA.

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

- 32.1. UNFPA shall determine to its satisfaction whether the Bidder with the lowest priced, substantially responsive bid is qualified to perform the contract satisfactorily.
- 32.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted in the bid. An affirmative determination shall be a pre-requisite in order to award the contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event UNFPA shall proceed to the bid that was evaluated as the next lowest priced, substantially responsive bid in order to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 32.3. To determine the Bidder's capacity to execute the contract, UNFPA shall consider the following elements:
- Performance Statement Form, Section V, 4, with documentary evidence;
  - Copy of last year audited company Balance and Financial Statements
  - Financial Capability:
    - a. Annual sales turnover during any one of the last three years to be at least equal to the contract value (from Financial Statements);
    - b. Liquidity ratio: Current ratio (Current Assets/ Current liabilities) > 1 ;
    - c. Documentary evidence that the Bidder has successfully completed at least one similar contract within the last five years for supply of goods;
    - d. Provide contact details of commercial banks and names of contact persons from whom UNFPA could seek feedback.
  - Experience and Technical Capacity:
    - a. Registration details of the company



- b. Experience to undertake the contract
  - i. List of similar contracts executed for other clients, including contract details;
  - ii. Evidence that the Bidder possesses experience in the geographical area required by the bid;
  - iii. At least three years of experience in performing similar contracts.
- c. Company's managerial capability:
  - i. Details of company's managerial structure;
  - ii. Quality assurance systems in place.
- d. Bidder must have manufactured and supplied satisfactorily similar goods to a similar extent of the quantity, as mentioned against each schedule during any one of the last three years and the goods should have been in use satisfactorily with no adverse report;
- e. Client's certificates in support of the satisfactory operation of the goods as specified above;
- f. Data to support that the Bidder has the production capacity to perform the contract and complete the supplies within the stipulated delivery period or data to support that it has an installed annual production capacity for the specific item to match the quantities required. To qualify for multiple schedules, the installation capacity requirement shall be the sum of requirements against the individual schedules;
- g. Evidence that the Bidder is in the continuous business of manufacturing/supplying and providing after sale services for goods similar to those offered during the last three years prior to bid opening date;
- h. Brief write-up, backed up with adequate data, explaining available capacity and experience in the manufacture and supply of the required products within the specified time of completion after meeting all their current commitments;
- i. Confirmation that all the facilities exist at the factory for inspection and testing and these will be made available to the purchaser or his representative for inspection;
- j. The Bidder shall disclose instances of previous past performance that may have resulted in adverse actions taken against the Bidder and the manufacturers whose products are being offered by the Bidder, in the last five years. Such adverse actions may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions, this must be clearly indicated in the Bidder's bid;

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k. A list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a reasonable period of time following installation.

For non manufacturer Bidders:

l. Legally enforceable authorization from the manufacturer assuring full guarantee and warranty obligations as per the tender conditions for the goods offered; and

m. The Bidder, as authorized by the manufacturers, has supplied and provided after sales service for similar goods to the extent of at least 20 percent of the quantities indicated in the tender requirements in any one of the last three years, and the goods must be in satisfactory operation;

n. Financial Experience and Technical Capacity requirements of the manufacturer similar to those mentioned above.

32.4. Notwithstanding anything stated above, UNFPA reserves the right to assess the Bidder's capabilities and capacity to execute the contract satisfactorily before deciding on award.

32.5. Even though the Bidders may meet the above qualifying criteria, they can be subject to disqualification if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and/or record of poor performance such as, not properly completing contracts, inordinate delays in completion, litigation history, financial failures, etc.

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

33.1. A bid that is rejected by UNFPA may not be made responsive by the Bidder by correction of the non-conformity. A responsive bid is defined as one which conforms to all the terms and conditions of the UNFPA's bid solicitation documents without material deviations. UNFPA shall determine the responsiveness of each bid against the UNFPA solicitation documents.

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

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

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

34.1. UNFPA reserves the right to annul the bidding process and reject all bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for UNFPA's action.

## **F. Award of Contract**

### **35 Award Criteria**

- 35.1. In the event of a contract award, UNFPA shall award the *Contract/Purchase Order/Long Term Agreement* to the lowest priced Bidder(s) whose bid has been determined to be substantially responsive to the bidding documents.
- 35.2. Prior to contract award, the successful Bidder(s) will be requested to send samples of the requested products to the end-user in the *Philippines* via an international air courier service. The cost for sending the samples will be at the charge of the bidder (*see Guidelines on Specifications*).
- 35.3. If required, the Bidder shall permit UNFPA representatives access to their facilities at any reasonable time to inspect the premises that shall be used for the production, testing and packaging of the products. The Bidder shall also provide reasonable assistance to the representatives for such inspection, including copies of any test results or quality control reports as may be necessary. UNFPA may inspect the manufacturing facilities of the lowest evaluated responsive Bidder to assess his capability to successfully perform the contract as per the terms and conditions specified in the ITB.

- 35.4. UNFPA reserves the right to make multiple arrangements for any item(s) where, in the opinion of UNFPA, the lowest priced substantially responsive Bidder cannot fully meet the delivery requirements or if it is deemed to be in UNFPA's best interest to do so. Any arrangement under this condition shall be made on the basis of the lowest priced substantially responsive, the second lowest priced substantially responsive, the third lowest priced substantially responsive , etc.

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

- 36.1. UNFPA reserves the right at the time of award of contract to increase or decrease by up to 20% the quantity of goods specified in this bid without any change in unit price or other terms and conditions.

### **37 Signing of the contract**

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

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

- 38.1. UNFPA shall publish the contract award on United Nations Global Marketplace <http://www.ungm.org>, with the information of the awarded

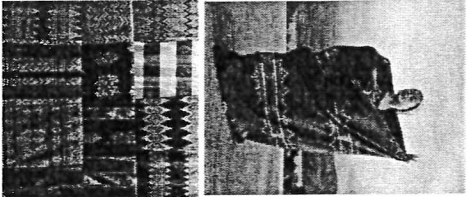
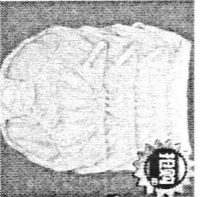
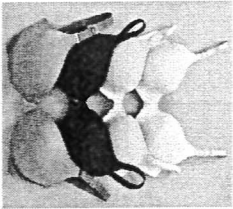
Bidder company name, contract amount or LTA and the date of the contract.

- 38.2. Suppliers perceiving that they have been unjustly treated in connection with the solicitation or award of a contract may lodge a complaint directly with the UNFPA Head of Office at *beck@unfpa.org*. The UNFPA Head of Office will then make an assessment of the complaint and provide a reply to the supplier within a week. If the supplier is not satisfied with the reply provided by the UNFPA Head of Office, the supplier may escalate the complaint to the Chief, Procurement Services Branch at *procurement@unfpa.org*, who will reply to the supplier within a week and advise the Supplier on further recourse if required.

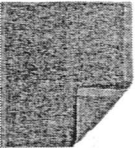
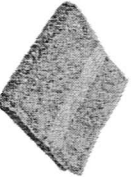




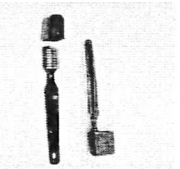
**SECTION II: Technical Specifications and Schedule of Requirements**

**2.1. Technical Specifications**

Below are the details related to contents and quantities in each kit.




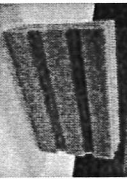
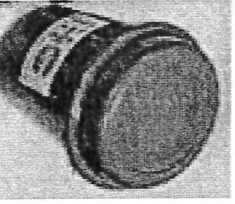
ITEM NO.	DESCRIPTION	TECHNICAL SPECIFICATIONS (minimum/mandatory)	UOM	INDICATIVE PHOTOS
1	MALONG - sewn together on one (1) side/tubular cloth	<ol style="list-style-type: none"> <li>1. 75 % cotton; 15 % polyester</li> <li>2. Size: 37"(width) x 64"(length);</li> <li>3. Floral design for women;</li> <li>4. Assorted colors.</li> </ol>	1 piece	
2	UNDERWEAR/PANTTIES 3 pcs./size - Female: 3 pcs. - Small 3 pcs. - Medium 3 pcs. - Large 9 pcs. NOTE: bundled together per size and put in 1 plastic bag/ ziplock	<ol style="list-style-type: none"> <li>1. Material: 100% cotton;</li> <li>2. Assorted light/pastel color, floral design;</li> <li>3. Sizes: S/M/L;</li> <li>4. Thick fabric, not transparent;</li> <li>5. Durable;</li> <li>6. skin friendly;</li> <li>7. Not containing any allergic substances.</li> </ol>	9 pieces	
3	BRASSIERE, WIRED 2 pcs./size: 2 pcs. - Small 2 pcs. - Medium 2 pcs. - Large 6 pcs. NOTE: group together per size and put in 1 plastic bag/ ziplock	<ol style="list-style-type: none"> <li>1. 100% cotton;</li> <li>2. Assorted colors;</li> <li>3. Sizes: S/M/L</li> <li>4. Thick fabric, not transparent;</li> <li>5. Durable;</li> <li>6. Skin friendly;</li> <li>7. Not containing any allergic substances.</li> </ol>	6 pieces	

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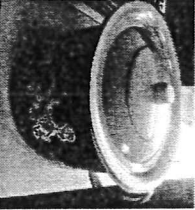



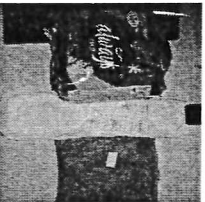

ITEM NO.	DESCRIPTION	TECHNICAL SPECIFICATIONS (minimum/mandatory)	UOM	INDICATIVE PHOTOS
4	FACE TOWEL	<ol style="list-style-type: none"> <li>1. 100% cotton</li> <li>2. Size: 11" x 11"</li> <li>3. Thick and absorbent;</li> <li>4. Color: white,</li> <li>5. Tear resistant.</li> </ol>	1 piece	
5	BATH TOWEL	<ol style="list-style-type: none"> <li>1. 100% cotton;</li> <li>2. Size: 27" (width) x 52" (length);</li> <li>3. Weight: 220 g minimum;</li> <li>4. Thick and absorbent;</li> <li>5. Color: white</li> </ol>	1 piece	
6	NAIL CUTTER/ CLIPPER	<ol style="list-style-type: none"> <li>1. Durable metal;</li> <li>2. Size 6 min - 8 max cm;</li> <li>3. Sharp cutting surface.</li> </ol>	1 piece	
7	HAIR COMB	<ol style="list-style-type: none"> <li>1. Durable plastic;</li> <li>2. Length: 20 min-40 max cm;</li> <li>3. With handle;</li> <li>4. Assorted color.</li> </ol>	1 piece	
8	SLIPPERS	<ol style="list-style-type: none"> <li>1. High quality rubber sole with PVC strap</li> <li>2. Size: between 6 - 9 in;</li> <li>3. Assorted colors.</li> </ol>	1 pair	
9	TOOTHPASTE	<ol style="list-style-type: none"> <li>1. Concentrated paste with fluoride;</li> <li>2. 150 ml minimum;</li> <li>3. Remaining shelf life of 80% or 18 months, whichever is greater.</li> </ol>	1 piece	
10	TOOTHBRUSH	<ol style="list-style-type: none"> <li>1. Strong plastic toothbrush;</li> <li>2. Adult size;</li> <li>3. Medium bristle;</li> <li>4. Individually wrapped.</li> </ol>	1 piece	



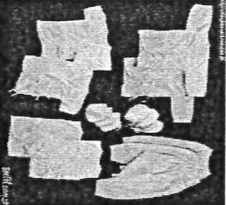
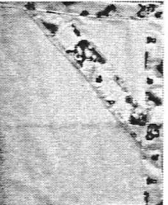

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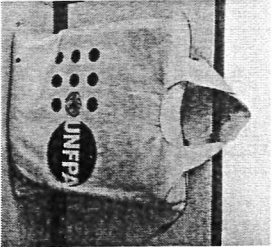
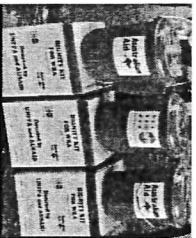
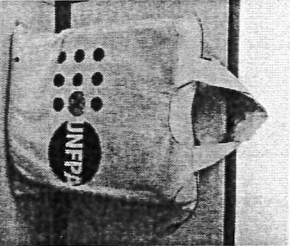
ITEM NO.	DESCRIPTION	TECHNICAL SPECIFICATIONS (minimum/mandatory)	UOM	INDICATIVE PHOTOS
11	BATH SOAP	<ol style="list-style-type: none"> <li>1. Un-perfumed, antibacterial, hypoallergenic;</li> <li>2. 135g Minimum;</li> <li>3. Skin friendly;</li> <li>4. Long durability (does not melt easily);</li> <li>6. Remaining shelf life of 80%.</li> </ol>	1 piece	
12	SHAMPOO: NORMAL HAIR	<ol style="list-style-type: none"> <li>1. For normal hair;</li> <li>2. Good smell;</li> <li>3. Hypoallergenic,</li> <li>4. 7g/7 ml minimum;</li> <li>5. Ph factor 5.5</li> <li>6. Remaining shelf life of 80%.</li> </ol>	12 sachets	
13	RUBBING ALCOHOL	<ol style="list-style-type: none"> <li>1. Isopropyl;</li> <li>2. 70% solution;</li> <li>3. 250 ml minimum;</li> <li>4. rub-in-hand antiseptic - disinfectant</li> <li>5. Labelled with a flammable sticker which is clearly visible.</li> </ol>	1 piece	
14	LAUNDRY SOAP	<ol style="list-style-type: none"> <li>1. Good smell;</li> <li>2. 170g minimum;</li> <li>3. Does not melt easily;</li> <li>4. Remaining shelf life of 80%.</li> </ol>	1 piece	
15	PAIL	<ol style="list-style-type: none"> <li>1. Made of strong, high quality, non-breakable/durable plastic;</li> <li>2. Size: 24 L capacity;</li> <li>3. <b>basin type cover which should fit the pail snugly;</b></li> <li>4. with metal handle;</li> <li>5. with lock/seal provision on both sides;</li> <li>6. Durable metal handle;</li> <li>7. <b>Orange color</b></li> </ol>	1 piece	

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ITEM NO.	DESCRIPTION	TECHNICAL SPECIFICATIONS (minimum/mandatory)	UOM	INDICATIVE PHOTOS
16	CHAMBER POT (ARINOLA), WITH COVER;	<ol style="list-style-type: none"> <li>Made of strong, high quality, non-breakable/durable plastic;</li> <li>2 - 3 liters capacity</li> <li>Size: 4 ¾" (height);</li> <li>Inside diameter: 7 ½"</li> <li>Top rim: 1";</li> </ol>	1 piece	
17	DIPPER	<ol style="list-style-type: none"> <li>Made of strong, high quality, non-breakable/</li> <li>Durable plastic;</li> <li>Size: 4 ¼" (height);</li> <li>Diameter: 5 ½"</li> </ol>	1 piece	
18	FLASHLIGHT	<ol style="list-style-type: none"> <li>Solar powered/rechargeable;</li> <li>Crank.</li> </ol>	1 piece	
19	WHISTLE	<ol style="list-style-type: none"> <li>Durable plastic;</li> <li>With lanyard:</li> </ol> <p><b>Size: 17 in.(L) ¾ in. (w)</b></p> <ol style="list-style-type: none"> <li>assorted colors.</li> </ol>	1 piece	
20	SANITARY NAPKIN WITH WINGS; LONG 8 PCS./PACK	<ol style="list-style-type: none"> <li>Disposable;</li> <li>Non-woven tissue, cotton touch feel top sheet;</li> <li>Thin, highly absorbent;</li> <li>Individually wrapped in packs containing 8 pieces;</li> <li>Each napkin includes plastic cover for discreet disposal;</li> <li>For heavy and medium menstruation;</li> <li>Remaining shelf life of 80%.</li> </ol>	3 packs (8 pcs./ pack)	
21	UNFPA LOGO STICKERS FOR THE PAIS	<p><b>Size:</b>  <b>8 ½" (width) x 5 ¼ (height)</b>  Background: white  Material: durable, not easily torn; logo not easily erased</p>		

ITEM NO.	DESCRIPTION	TECHNICAL SPECIFICATIONS (minimum/mandatory)	UOM	INDICATIVE PHOTOS
		<b>MATERNITY PACK</b>		
22	MATERNITY PADS	1. Size: 9 cm x 26 cm; 2. Extra-long and wide; 3. Disposable; 4. Non-woven tissue, cotton touch like cover; 5. For extra heavy flow right after childbirth; 6. Remaining shelf life of 80%.	3 packs (8 pads/ pack)	
23	BABY RUBBER MAT	1. Hypoallergenic; 2. Airfilled; 3. Double sided; 4. Size: <b>12 in (length) x 18 in (width)</b>	1 piece	
24	NEW-BORN CLOTHES, PACKED SEPARATELY: <b>a. Short sleeved shirts;</b> <b>b. Long sleeved shirts;</b> <b>c. Pajamas;</b> <b>d. Mittens;</b> <b>e. Booties;</b> <b>f. Bonnets;</b> <b>g. Diaper cloth;</b> <b>h. Blanket</b>	For BABY CLOTHES (a-f): 1. Material: 100% cotton; 2. Sizes: S/M/L; 3. Thick fabric; 4. Durable; 5. Skin friendly; 6. Not containing any allergic substances.  For CLOTH DIAPER (g): 1. 3 ply; 100% cotton; 2. Color: white  For BLANKET (h): Size: (L) 90 cm x (W) 57 cm	a. 3 pcs. b. 3 pcs. c. 3 pcs. d. 3 pcs. e. 3 pcs. f. 3 pcs. g. 6 pcs. h. 1 pc.	  
25	Diaper baby nappy clamps	1. Material: Safe, durable and non-toxic plastic material; 2. fits all diaper sizes; 3. safety lock should prevent accidental opening and protects baby's skin	2 sets/ 4 pcs.	

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DESCRIPTION	TECHNICAL SPECIFICATIONS (minimum/mandatory)	UOM	INDICATIVE PHOTOS
26 Maternity Bag	1. Material: Polyester/tafetta; 2. Bag Size: 30 cm (width) x 50 cm (height); Handle drop: 30 cm Depth: 6 cm 3. Water resistant; 4. Color: orange with UNFPA logo (black, silkscreen); 5. Capacity: 20 -30L 6. With zipper enclosure.	1 Piece	
27 Kitting and packing cost	1. All items of the dignity kit should be packed inside the pail which should be <b>locked/sealed on both sides.</b> 2. Every <b>dignity kit</b> should be in a <b>triple walled carton.</b> 3. All items of the maternity pack should be packed inside the bag with UNFPA Logo with zipper. The maternity packs should be packed in 10's/20's and placed inside a big box. Each big box should be labeled as to the quantity of the maternity packs contained therein. 4. Every dignity kit should contain a checklist of the contents pasted on the inside of basin like cover and maternity pack in English. Prior to shipment, the kitting and packing details should be reviewed thoroughly with UNFPA.		 <p><b>BOXED DIGNITY KIT:</b></p> <p><b>BAGGED MATERNITY PACK:</b></p> 

## 2.2. Schedule of Requirements

### 1. List of Goods and Delivery Schedule

Line Item	Description of Goods	Quantity (approximate)	Unit of measure	Delivery Schedule from date of Contract
1	DIGNITY KIT WITH MATERNITY PACK	Between 10,000 - 20,000	piece	<p>Allowable lead-time: 3 weeks.</p> <p>Local supplier lead time is 3 weeks, while for international supplier is 7 weeks taking into consideration the 4 weeks transit time.</p> <p>NOTE: Due to the nature of emergency for which dignity kits are procured, the bidder must confirm agreement on the above Delivery Requirement. The quantity stated above is indicative of our volume requirement to ensure commitment from the supplier's production capacity to meet the required lead time. Bidders who do not confirm their acceptance to the delivery schedule will be disqualified from any further evaluation.</p>

**2. Consignee Address and Consignee-wise Quantity Distribution**

Consignee Address	Contact person [May be different from consignee person]	Quantity	Unit of measure
<i>[Insert Institution, Consignee person, Consignee address, No., district, city, country, zip code, telephone]</i>	<i>[Insert complete name of contact person, position, phone number, email address]</i>	<i>[Insert quantity of item to be supplied]</i>	<i>[Insert physical unit for the quantity]</i>

**3. List of Related Services and Completion Schedule**

Description of Service	Quantity	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>Manufacture and/or supply of Dignity Kits with Maternity packs</i>		<i>kit</i>	<i>Within the Philippines</i>	<i>Within 15 days from issuance of Purchase Order</i>

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**SECTION III: UNFPA General Conditions of Contract  
Contracts for the Provision of Goods**

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



**SECTION IV: UNFPA Special Conditions for Contracts**

<b>CONTRACT PRICE</b>	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
<b>PERFORMANCE SECURITY</b>	<p>A Performance Security shall be required.</p> <p>The Performance Security in original shall be submitted within <i>fifteen</i> (15) working days from the date of the Contract. The amount of the Performance Security shall be 10 % of the Contract Price.</p> <p>The Performance Security shall be unconditional and irrevocable and in the form of either:</p> <ul style="list-style-type: none"> <li>• An unconditional Bank Guarantee</li> <li>• A Demand Draft</li> <li>• A Cashier's Cheque</li> <li>• A Certified Cheque</li> </ul> <p>In the event of Suppliers submitting the Performance Security in the form of a Cheque or Demand Draft in favour of UNFPA, such documents shall be accompanied by a signed statement from the issuing bank on its letterhead indicating the validity period and confirming irrevocability of the Cheque or Demand draft during the required period.</p> <p>Banks issuing Performance Securities must be acceptable to the UNFPA Comptroller, i.e. they have to be banks certified by the Central bank of the country to operate as commercial bank.</p> <p>The Performance Security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price, and shall have a validity period of <i>forty-five (45) days after the date of delivery indicated in the Contract</i>/days. UNFPA reserves the right to request an extension of the Performance Security.</p> <p>Discharge of the Performance Security shall take place upon expiry of the Performance Security or upon confirmation of receipt of the Goods by the Consignee. The Performance Security shall then be returned to the Supplier by UNOPS.</p>
<b>WARRANTY</b>	The warranty period shall be for a period of not less than one (1) year. Details on Warranty Services required are included in Section II: Technical Specifications and Schedule of Requirements.
<b>GOODS AND SERVICES DEFINED</b>	<p>Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, customized and standard software as required, intermediate products and products which the Supplier is required to supply under the Purchase Order.</p> <p>Services are to include design, installation and commissioning, training services, technical assistance and warranty services as required to supply in the Purchase Order.</p>



<b>PROCUREMENT LIABILITY</b>	UNFPA is acting as a procurement agency on behalf of an external client. Any financial liability as a result of the order expressed or implied therefore lies with the corresponding client.
<b>TRANSPORTATION AND FREIGHT</b>	Responsibility for transportation of the Goods shall be as specified in the INCOTERMS. <i>[For sea shipments]</i> All non-containerized Goods must be shipped below deck Partial shipment <i>or is not</i> allowed. Transshipment <i>is not</i> allowed.
<b>SHIPPING AND PAYMENT INSTRUCTIONS</b>	Access the following link for shipping and payment instructions: <u>Shipping Instructions</u>
<b>LIQUATED DAMAGES</b>	In the event of a Contract being issued and in case the Vendor fails to deliver all the goods by the date or dates of delivery specified in the Purchase Order, UNFPA reserves the rights to claim liquidated damages from the Vendor and deduct 3% of the value of the goods pursuant to the Purchase Order per additional week of delay, up to a maximum of 10% of the value of the Purchase Order. The payment or deduction of such liquidated damages shall not relieve the Vendor from any of its other obligations or liabilities pursuant to any current Long Term Agreement or Purchase Order.



SECTION V: Bidding Forms

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

ACTIVITY	LOCATION	YES / NO / NOT APPLICABLE	REMARKS
Have you read and understood all of the Instructions to Bidders in Section I of the bidding documents?	Section I		
Have you reviewed and agreed to the UNFPA General Conditions of Contract?	Section III		
Have you reviewed and agreed to the UNFPA Special Conditions for Contracts?	Section IV		
Have you completed the Bid Confirmation Form?	Section V, 1		
Have you completed the Bid Submission Form?	Section V, 2		
Have you completed the Bidder's Identification Form?	Section V, 3		
Have you completed the Performance Statement Form?	Section V, 4		
Have you completed the Product Item Overview Form?	Section V, 5		
Have you completed and signed the Price Schedule Form?	Section V, 6		
<i>[Delete if not applicable]</i> Have you completed the Joint Venture Partner Information Form?	Section V, 7		
Have you reviewed all of the relevant contract form(s)?	Section VI		
<i>[Delete if not applicable]</i> Have you prepared a copy of your valid manufacturing license from the country of manufacturing?	Section 1, Sub-Clause 10.2, b.		
<i>[Delete if not applicable]</i> Have you prepared a copy of your company's registration in the country of operation?	Section I, Sub-Clause 10.2, b.		
Have you prepared a copy of the previous year's audited company Balance and Financial Statements?	Section I, Sub-Clause 10.2, d.		
Have you provided written confirmation that your company is neither suspended by the United Nations system nor debarred by the World Bank Group?	Section I, Sub-Clause 2.4		

Have you prepared documentary evidence that the goods conform to the technical specifications and standards specified in Section II Technical Specifications and Schedule of Requirements?		Section I, Sub-Clause 10.3, a.		
<i>Delete if not applicable</i> /Have you prepared product catalogues containing pictures of the product(s)?		Section I, Sub-Clause 10.3, c.		
<i>Delete if not applicable</i> /Have you prepared the manufacturer's technical product specifications or data sheets?		Section I, Sub-Clause 10.3, d.		
<i>Delete if not applicable</i> /Have you provided the results of any testing carried out on the products?		Section I, Sub-Clause 10.3, a.		
<i>Delete if not applicable</i> /Have you provided any copies of current certificates such as GMP/Quality, FSC/CPP, manufacturer's ISO certificate for the product, manufacturer's CE certificate, USA510k, Japan QS standard, etc. as stated in the Technical Specifications and Schedule of Requirements, in Section II?		Section I, Sub-Clause 10.3, g.		
<i>Delete if not applicable</i> /Have you provided a copy of the valid authorization letter issued by the manufacturer for each product, if you are not the manufacturer?		Section I, Sub-Clause 10.3, h.		
Have you furnished a list of full particulars, regarding the available sources and current prices of space parts, special tools, etc., necessary for the proper and continuing functions of the goods within the Product Item Overview Form, Section V, 5?		Section I, Sub-Clause 10.3, i.		
Have you provided a copy of any of your company's environmental or social policies, and any related documentation?		Section I, Sub-Clause 10.4		
Have you reviewed the UN Global Compact requirements?		Section I, Sub-Clause 10.4		
Have you sealed and marked the bids according to Instructions to Bidders Clause 16 (hard copy bids) or Clause 17 (electronic bids)?		Section I, Sub-Clause 16 & 17		

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<p>If submitted electronically, is the file size of the bid less than 10MB? (If the file size is above 10MB, refer to Instructions to Bidders Sub-Clause 17.4)</p>	<p>Section I, Sub-Clause 17.4</p>		
<p>Have you noted the bid closing deadline?</p>	<p>Cover letter, #5</p>		
<p>Have you provided information on annual sales turnover during any one of the last three years to be at least equal to the contract value (from Financial Statements)?</p>	<p>Section I, Sub-Clause 32.3 Financial Capability, a.</p>		
<p><i>[Delete if not applicable]</i> Have you provided documentary evidence that the Bidder has successfully completed at least one similar contract within the last five years for supply of goods?</p>	<p>Section I, Sub-Clause 32.3 Financial Capability, c.</p>		
<p><i>[Delete if not applicable]</i> Have you provided contact details of commercial banks and names of contact persons from whom UNFPA could seek feedback?</p>	<p>Section I, Sub-Clause 32.3 Financial Capability, d.</p>		
<p><i>[Delete if not applicable]</i> Have you provided sufficient documentation of your company's ability to undertake the contract, i.e.,</p> <ul style="list-style-type: none"> <li>- List of similar contracts executed for other clients including contract details.</li> <li>- Evidence that the Bidder possesses experience in the geographical area.</li> <li>- At least three years of experience in performing similar contracts.</li> </ul>	<p>Section I, Sub-Clause 32.3 Experience &amp; Technical Capacity, b.</p>		
<p><i>[Delete if not applicable]</i> Have you provided sufficient documentation of your company's managerial capability?</p> <ul style="list-style-type: none"> <li>- Details of company's managerial structure.</li> <li>- Quality assurance systems in place.</li> </ul>	<p>Section I, Sub-Clause 32.3 Experience &amp; Technical Capacity, c.</p>		
<p><i>[Delete if not applicable]</i> Have you demonstrated that your company has manufactured and satisfactorily supplied similar goods to a similar extent of the quantity as mentioned against each schedule during any one of the last three years and the goods should have been in use satisfactorily with no adverse report?</p>	<p>Section I, Sub-Clause 32.3 Experience &amp; Technical Capacity, d.</p>		



<p><i>[Delete if not applicable]</i> Have you supplied Client's certificates in support of the satisfactory operation of the goods as specified above?</p>	<p>Section I, Sub-Clause 32.3 Experience &amp; Technical Capacity, e.</p>		
<p><i>[Delete if not applicable]</i> Have you supplied data to support that your company has production capacity to perform the contract and complete the supplies within the stipulated delivery period or data to support that it has an installed annual production capacity for the specific item to match the quantities required?</p>	<p>Section I, Sub-Clause 32.3 Experience &amp; Technical Capacity, f.</p>		
<p><i>[Delete if not applicable]</i> Have you provided evidence that your company is in the continuous business of manufacturing/supplying and providing after sale services for goods similar to those offered during the last three years prior to bid opening date?</p>	<p>Section I, Sub-Clause 32.3 Experience &amp; Technical Capacity, g.</p>		
<p><i>[Delete if not applicable]</i> Have you provided a brief write-up, backed up with adequate data, explaining available capacity and experience in the manufacture and supply of the required products within the specified time of completion after meeting all their current commitments?</p>	<p>Section I, Sub-Clause 32.3 Experience &amp; Technical Capacity, h.</p>		
<p><i>[Delete if not applicable]</i> Have you provided confirmation that all the facilities exist at the factory for inspection and testing and that these facilities will be made available to the purchaser or his representative for inspection?</p>	<p>Section I, Sub-Clause 32.3 Experience &amp; Technical Capacity, i.</p>		
<p><i>[Delete if not applicable]</i> Have you disclosed any instances of previous past performance that may have resulted in adverse actions taken against the Bidder and the manufacturers whose products are being offered by the Bidder, in the last five years?</p>	<p>Section I, Sub-Clause 32.3 Experience &amp; Technical Capacity, j.</p>		
<p><i>[Delete if not applicable]</i> Have you given a list of full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a reasonable period of time following the installation?</p>	<p>Section I, Sub-Clause 32.3 Experience &amp; Technical Capacity, k.</p>		

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<p><i>[Delete if not applicable]</i> Have you provided any legally enforceable authorization from the manufacturer assuring full guarantee and warranty obligations as per the tender conditions for the goods offered?</p>	<p>Section I, Sub-Clause 32.3 Experience &amp; Technical Capacity, I.</p>		
<p><i>[Delete if not applicable]</i> Have you provided documentation of your company's experience, as authorized by the manufacturers, in supplying and providing after sales service for similar goods to the extent of at least 20 percent of the quantities indicated in the tender requirements in any one of the last three years (and that the goods have been in satisfactory operation)?</p>	<p>Section I, Sub-Clause 32.3 Experience &amp; Technical Capacity, m.</p>		





### 1. Bid Confirmation Form

*[Complete this page and return it prior to bid opening]*

Date:

To: UNFPA Philippines email: viloria@unfpa.org  
*Maria Rowena C. Viloria*

From: [Company name]  
[Contact person]  
[Telephone]  
[Email address]  
[Postal address]

Subject: ITB No.: UNFPA/PHL/16/001

YES, we intend to submit an bid.

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

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

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

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**2. Bid Submission Form**

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

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

**ITB No.:** UNFPA/PHL/16/001

To: Maria Rowena C. Vilorina  
Procurement Associate, UNFPA

Dear Sir / Madam,

We the Undersigned have examined and have no reservations to the Bidding Documents No. UNFPA/PHL/16/001 and amendments We hereby offers to supply, in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements, the following goods and related services DIGNITY KIT WITH MATERNITY PACK which are subject to UNFPA General Conditions of Contract and other terms and conditions as specified in the document.

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

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

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

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

Dated on .....day of .....[year].

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

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

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

Company: .....  
*[insert name of company]*



**3. Bidders Identification Form**  
 Bid No. UNFPA/PHL/16/001

**1. Organization**

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

**2. Quality Assurance Certification**

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

**3. Expertise of Staff**

Total number of staff	
Number of staff involved in similar supply contracts	

**4. Contact details of persons that UNFPA may contact for requests for clarification during bid evaluation**

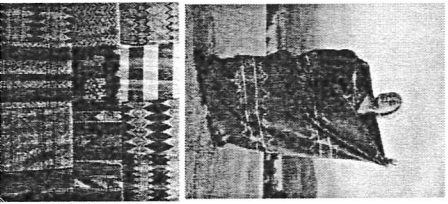
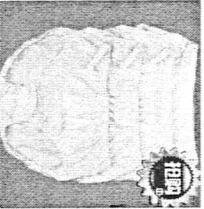
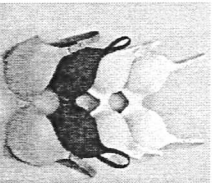
Name/Surname	
Telephone Number (direct)	
Email address (direct)	

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

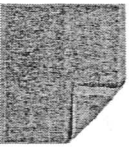
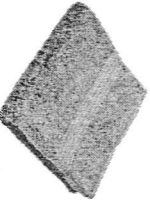


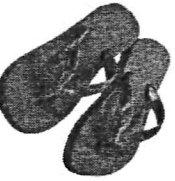

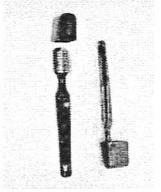






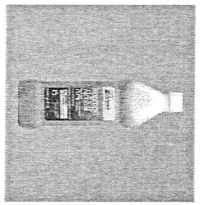

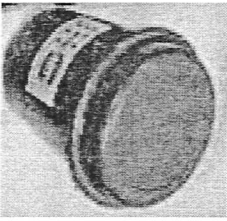
**5. Product Item Overview Form**

ITEM NO.	DESCRIPTION	TECHNICAL SPECIFICATIONS (minimum /mandatory specifications)	INDICATIVE PHOTOS	Description of items offered and Bidder's statements on deviations (To be completed by the bidder)	Compliant? (Y/N) (To be completed by UNFPA during evaluation)	
DIGNITY KIT					YES	NO
1	MALONG - sewn together on one (1) side/tubular cloth	1. 75 % cotton; 15 % polyester 2. Size: 37"(width) x 64"(length); 3. Floral design for women; 4. Assorted colors.			<input type="checkbox"/>	<input type="checkbox"/>
2	UNDERWEAR/ PANTIES 3 pcs./size Female: 3 pcs. - Small 3 pcs. - Medium 3 pcs. - Large 9 pcs. NOTE: bundled together per size and put in 1 plastic bag/ ziplock	1. Material: 100% cotton; 2. Assorted light/pastel color, floral design; 3. Sizes: S/M/L; 4. Thick fabric, not transparent; 5. Durable; 6. Skin friendly; 7. Not containing any allergic substances.			<input type="checkbox"/>	<input type="checkbox"/>
3	BRASSIERE, WIRED 2 pcs./size: 2 pcs. - Small 2 pcs. - Medium 2 pcs. - Large 6 pcs. NOTE: group together per size and put in 1 plastic bag/ ziplock	1. 100% cotton; 2. Assorted colors; 3. Sizes: S/M/L 4. Thick fabric, not transparent; 5. Durable; 6. Skin friendly; 7. Not containing any allergic substances.			<input type="checkbox"/>	<input type="checkbox"/>

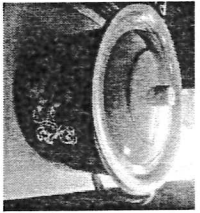






ITEM NO.	DESCRIPTION	TECHNICAL SPECIFICATIONS (minimum /mandatory specifications)	INDICATIVE PHOTOS	Description of items offered and Bidder's statements on deviations (To be completed by the bidder)	Compliant? (Y/N) (To be completed by UNFPA during evaluation)	
					YES	NO
		<b>DIGNITY KIT</b>				
4	FACE TOWEL	1. 100% cotton 2. Size: 11" x 11" 3. Thick and absorbent; 4. Color: white, 5. Tear resistant.			<input type="checkbox"/>	<input type="checkbox"/>
5	BATH TOWEL	1. 100% cotton; 2. Size: 27" (width) x 52" (length); 3. Weight: 220 g minimum; 4. Thick and absorbent; 5. Color: white			<input type="checkbox"/>	<input type="checkbox"/>
6	NAIL CUTTER/ CLIPPER	1. Durable metal; 2. Size: 6 min - 8 max cm; 3. Sharp cutting surface.			<input type="checkbox"/>	<input type="checkbox"/>
7	HAIR COMB	1. Durable plastic; 2. Length: 20 min-40 max cm; 3. With handle; 4. Assorted color.			<input type="checkbox"/>	<input type="checkbox"/>
8	SLIPPERS	1. High quality rubber sole with PVC strap 2. Size: between 6 - 9 in; 3. Assorted colors.			<input type="checkbox"/>	<input type="checkbox"/>
9	TOOTHPASTE	1. Concentrated paste with fluoride; 2. 150 ml minimum; 3. Remaining shelf life of 80% or 18 months, whichever is greater.			<input type="checkbox"/>	<input type="checkbox"/>
10	TOOTHBRUSH	1. Strong plastic toothbrush; 2. Adult size; 3. Medium bristle; 4. Individually wrapped.			<input type="checkbox"/>	<input type="checkbox"/>






ITEM NO.	DESCRIPTION	TECHNICAL SPECIFICATIONS (minimum /mandatory specifications)	INDICATIVE PHOTOS	Description of items offered and Bidder's statements on deviations (To be completed by the bidder)	Compliant? (Y/N) (To be completed by UNFPA during evaluation)	
					YES	NO
11	BATH SOAP	1. Un-perfumed, antibacterial, hypoallergenic; 2. 135g Minimum; 3. Skin friendly; 4. Long durability (does not melt easily); 6. Remaining shelf life of 80%.			<input type="checkbox"/>	<input type="checkbox"/>
12	SHAMPOO: NORMAL HAIR	1. For normal hair; 2. Good smell; 3. Hypoallergenic, 4. 7g/7 ml minimum; 5. Ph factor 5.5 6. Remaining shelf life of 80%.			<input type="checkbox"/>	<input type="checkbox"/>
13	RUBBING ALCOHOL	1.Isopropyl; 2.70% solution; 3. 250 ml minimum; 4. rub-in-hand antiseptic - disinfectant 5.Labelled with a flammable sticker which is clearly visible.			<input type="checkbox"/>	<input type="checkbox"/>
14	LAUNDRY SOAP	1. Good smell; 2. 170g minimum; 3. Does not melt easily; 4. Remaining shelf life of 80%.			<input type="checkbox"/>	<input type="checkbox"/>
15	PAIL	1. Made of strong, high quality, non-breakable/durable plastic; 2. Size: 24 L capacity; 3. basin type cover which should fit the pail snugly; 4. with metal handle; 5. with lock/seal provision on both sides; 6. Durable metal handle; 7. Orange color			<input type="checkbox"/>	<input type="checkbox"/>

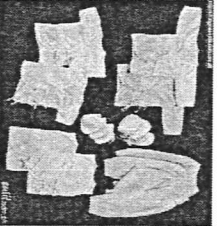
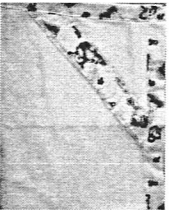
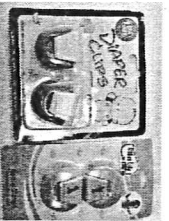
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ITEM NO.	DESCRIPTION	TECHNICAL SPECIFICATIONS (minimum /mandatory specifications)	INDICATIVE PHOTOS	Description of items offered and Bidder's statements on deviations (To be completed by the bidder)	Compliant? (Y/N) (To be completed by UNFPA during evaluation)	
					YES	NO
16	CHAMBER POT WITH (ARINOLA), WITH COVER;	1. Made of strong, high quality, non-breakable/ durable plastic; 3. 2 - 3 liters capacity 4. Size: 4 ¾" (height); 5. Inside diameter: 7 ½" 6. Top rim: 1", Cover should fit the rim of the chamber pot snugly.			<input type="checkbox"/>	<input type="checkbox"/>
17	DIPPER	1. Made of strong, high quality, non-breakable/ 2. Durable plastic; 3. Size: 4 ¼" (height); 5. Diameter: 5 ½"			<input type="checkbox"/>	<input type="checkbox"/>
18	FLASHLIGHT	1. Solar powered/ rechargeable; 2. Crank.			<input type="checkbox"/>	<input type="checkbox"/>
19	WHISTLE	1. Durable plastic; 2. With lanyard: <b>Size: 17 in.(L) ¾ in. (w)</b> 4. assorted colors.			<input type="checkbox"/>	<input type="checkbox"/>
20	SANITARY NAPKIN WITH WINGS; LONG 8 PCS./PACK	1. Disposable; 2. Non-woven tissue, cotton touch feel top sheet; 3. Thin, highly absorbent; 4. Individually wrapped in packs containing 8 pieces;			<input type="checkbox"/>	<input type="checkbox"/>

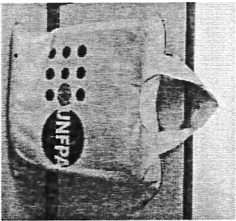

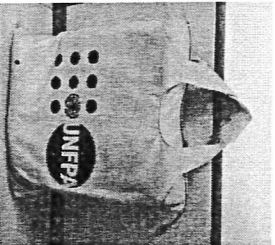
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		5. Each napkin includes plastic cover for discreet disposal; 6. For heavy and medium menstruation; 7. Remaining shelf life of 80%.				
21	UNFPA LOGO STICKERS FOR THE PAILS	Size: <b>8 ½" (width) x 5 ¼ (height)</b> Background: white Material: durable, not easily torn; logo not easily erased			<input type="checkbox"/>	<input type="checkbox"/>
		<b>MATERNITY PACK</b>				
22	MATERNITY PADS	1. Size: 9 cm x 26 cm; 2. Extra-long and wide; 3. Disposable; 4. Non-woven tissue, cotton touch like cover; 5. For extra heavy flow right after childbirth; 6. Remaining shelf life of 80%.			<input type="checkbox"/>	<input type="checkbox"/>
23	BABY RUBBER MAT	1. Hypoallergenic; 2. Air filled; 3. Double sided; 4. Size: <b>12 in (length) x 18 in (width)</b>			<input type="checkbox"/>	<input type="checkbox"/>



ITEM NO.	DESCRIPTION	TECHNICAL SPECIFICATIONS (minimum /mandatory specifications)	INDICATIVE PHOTOS	Description of items offered and Bidder's statements on deviations (To be completed by the bidder)	Compliant? (Y/N) (To be completed by UNFPA during evaluation)
		<b>MATERNITY PACK</b>			<b>YES</b> <b>NO</b>
24	NEW-BORN CLOTHES, PACKED SEPARATELY:  <b>a. Short sleeved shirts;</b> <b>b. Long sleeved shirts;</b> <b>c. Pajamas;</b> <b>d. Mittens;</b> <b>e. Booties;</b> <b>f. Bonnets;</b>	For BABY CLOTHES (a-f):  1. Material: 100% cotton; 2. Sizes: S/M/L; 3. Thick fabric; 4. Durable; 5. Skin friendly; 6. Not containing any allergic substances.			<input type="checkbox"/> <input type="checkbox"/>
	<b>g. Diaper cloth</b>	For CLOTH DIAPER (g): 1. 3 ply; 100% cotton; 2. Color: white			<input type="checkbox"/> <input type="checkbox"/>
25	DIAPER BABY NAPPY CLAMPS	1. Material: Safe, durable and non-toxic plastic material; 2. fits all diaper sizes; 3. safety lock should prevent accidental opening and protects baby's skin			<input type="checkbox"/> <input type="checkbox"/>



ITEM NO.	DESCRIPTION	TECHNICAL SPECIFICATIONS (minimum /mandatory specifications)	INDICATIVE PHOTOS	Description of items offered and Bidder's statements on deviations (To be completed by the bidder)	Compliant? (Y/N) (To be completed by UNFPA during evaluation)	
					YES	NO
26	Maternity Bag	<p>1. Material: Polyester/tafetta;</p> <p>2. Bag Size: 30 cm (width) x 50 cm (height); Handle drop: 30 cm</p> <p>Depth: 6 cm</p> <p>3. Water resistant;</p> <p>4. Color: orange with UNFPA logo (black, silkscreen);</p> <p>5. Capacity: 20 - 30L</p> <p>6. With zipper enclosure</p>			<input type="checkbox"/>	<input type="checkbox"/>
27	Kitting and packing cost	<p>1. All items of the dignity kit should be packed inside the pail.</p> <p>2. Every dignity kit should be in a triple walled carton.</p> <p>3. All items of the maternity pack should be packed inside the closed UNFPA backpack;</p>	<p><b>BOXED DIGNITY KIT:</b></p>  <p><b>BAGGED MATERNITY PACK:</b></p> 		<input type="checkbox"/>	<input type="checkbox"/>

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		<p>4. Every dignity kit and maternity pack should contain a list of the contents in English. Prior to shipment, the kitting and packing details should be reviewed thoroughly with UNFPA.</p>				
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[You can include an Excel spreadsheet instead of this format. PLEASE DELETE]  
 [The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the list of goods and related services specified by UNFPA in the Schedule of Requirements.]

**6. Price Schedule Form**

<b>BIDDER'S TOTAL PRICES (Price &amp; Currency to be entered by Bidder):</b>	
TOTAL FIRM FCA PRICE	
TOTAL FIRM CPT/CFR [ <i>delete unwanted option</i> ], PRICE	
TOTAL PRICE FOR SERVICES ( <i>if applicable</i> )	
FREIGHT COST PER 20/40 FT CONTAINER ( <i>if applicable</i> )	

<b>BIDDER'S PRICES FOR GOODS (Price &amp; Currency to be entered by Bidder):</b>						
ITEM /LOT	DESCRIPTION OF THE GOODS	QTY (a)	UNIT PRICE FCA (b)	UNIT PRICE CPT (c)	TOTAL PRICE FCA (a)x(b)	TOTAL PRICE CPT (a)x(c)
1.						
2.	<i>Insert more rows if necessary</i>					
3.	<i>or delete if too many</i>					
4.						
5.						

<b>BIDDER'S PRICES FOR SERVICES (Price &amp; Currency to be entered by Bidder):</b>					
ITEM /LOT	DESCRIPTION OF THE SERVICES	COUNTRY OF ORIGIN	QUANTITY AND PHYSICAL UNIT (a)	UNIT PRICE (b)	TOTAL PRICE PER SERVICE (a)x(b)
1.	e.g. Comprehensive Annual Maintenance Contract				
2.	<i>Insert more rows if necessary</i>				
3.	<i>or delete if too many</i>				
4.					
5.					



BIDDER'S DELIVERY DATA				
Item 1				
Item 2	<i>Insert more rows in each section if necessary</i>			
Item 3	<i>or delete if too many</i>			
Item 4				
Item 5				
Item 1				
Item 2				
Item 3				
Item 4				
Item 5				
FCA point(s) of delivery for offered products:				
Item 1				
Item 2				
Item 3				
Item 4				
Item 5				
Delivery time (FCA from date of order):				
Item 1				
Item 2				
Item 3				
Item 4				
Item 5				
Shipment dimensions of offered products (including package):				
	Gross weight	Total volume	Containers (if applicable):	
Item 1			Number	Size
Item 2				
Item 3				
Item 4				
Item 5				
Total				

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

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

*Exact name and address of company*

COMPANY  
NAME

ADDRESS

PHONE NO. \_\_\_\_\_  
FAX NO. \_\_\_\_\_

EMAIL ADDRESS OF CONTACT PERSON \_\_\_\_\_

OTHER EMAIL ADDRESSES \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF AUTHORIZED SIGNATORY (TYPE OR PRINT)

\_\_\_\_\_  
FUNCTIONAL TITLE OF SIGNATORY

\_\_\_\_\_  
WEB SITE

Handwritten mark

## 7. Joint Venture Partner Information Form

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

Date: *[insert date (as day, month and year) of Bid Submission]*  
ITB No.: UNFPA/PHL/16/001

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

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

**SECTION VI: Contract Forms**

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**1. Bank Guarantee for Advance Payment**

*[Insert one of the following: No advance payment shall be made. / The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]*

Date: *[insert date (as day, month, and year) of Bid Submission]*  
ITB No: UNFPA/PHL/16/001

*[bank's letterhead]*  
Beneficiary: *[insert legal name and address of UNFPA]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the contract, an advance is to be made against an advance payment guarantee.

At the request of the supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)]* in figures and words/ upon receipt by us of your first demand in writing declaring that the supplier is in breach of its obligation under the Contract because the supplier used the advance payment for purposes other than toward delivery of the goods.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This guarantee shall remain valid and in full effect from the date of the advance payment received by the supplier under the contract until *[insert date]*<sup>2</sup>.

*[signature(s) of authorized representative(s) of the bank]*

<sup>1</sup> The bank shall insert the amount(s), either in the currency(ies) of the contract or a freely convertible currency acceptable to UNFPA.

<sup>2</sup> Insert the delivery date stipulated in the contract delivery schedule. UNFPA should note that in the event of an extension of the time to perform the contract, UNFPA would need to request an extension of this guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, UNFPA might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this guarantee for a period not to exceed [six months/one year], in response to UNFPA's written request for such extension, such request to be presented to us before the expiry of the guarantee."

## 2. Performance Security

*The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated*

Date: *[insert date (as day, month, and year) of Bid Submission]*  
ITB No. and title: UNFPA/PHL/16/001

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert legal name and address of UNFPA]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)]* in figures and words] upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,<sup>3</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

*[signatures of authorized representatives of the bank and the Supplier]*

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<sup>3</sup> *The Bank shall insert the amount(s) specified in the SCG and denominated, as specified in the SCG, either in the currency(ies) of the Contract or a freely convertible currency acceptable to UNFPA.*

<sup>4</sup> *UNFPA should note that in the event of an extension of the time to perform the Contract, UNFPA would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, UNFPA might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to UNFPA's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

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### 3. Contract Forms

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

- 1) Purchase Order
- 2) Contract for Professional Services
- 3) Long Term Agreement

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