



16 Oct. 17

United Nations Population Fund
Address: UNOCA Compound
Jalalabad Road, Paktya Koot,
Kabul, Afghanistan
Fax:
Telephone: 0729261300
Email: rabbani@unfpa.org
Website: www.unfpa.org

INVITATION TO BID ITB No. UNFPA/AFG/17/001

MANUFACTURE AND/OR SUPPLY OF PRODUCTS AND RELATED SERVICES INTRODUCTORY LETTER

Dear Sir/Madam,

1. The United Nations Population Fund (UNFPA), an international development agency, invites sealed bids for the supply of Female Dignity Kits for its programme in Afghanistan.
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 Terms and Conditions
Section IV:	UNFPA Special Conditions for Contracts
Section V:	Bid Forms

Only suppliers who have Afghanistan Government Business License can participate in this bidding. The bid shall reach UNFPA's reception **along with the sample of Kit no later than **12 November 2017, at 10:00 AM Kabul Local Time.****

5. The bid shall be opened on **12 November 2017, at 11:00 AM** Kabul Local Time at UNOCA Compound, Jalalabad Road, Paktya Koot, UNFPA Reception, Kabul, Afghanistan.
6. 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
7. The award of the bid shall be posted at www.ungm.org. The successful bidder shall be notified by UNFPA by email or a letter.
8. As soon as a contract award has been approved by all parties, the results will also be posted on <http://www.ungm.org> citing the bid reference number listed in the title of this bid document. A bid opening report indicating the total price of each bid is available to all bidders upon request for a period of thirty days from the date of bid opening.

9. 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 *Hamed Rabbani*, rabbani@unfpa.org no later than **22 Oct 2017** and to indicate whether or not a bid shall be submitted. The acknowledgement shall provide company name, telephone number, fax number and the name of a contact person. If you are declining to bid, please confirm this via e-mail to UNFPA and please state the reasons for UNFPA to improve its effectiveness in future invitations.
10. Any questions relating to the attached documents shall be addressed in writing to the following UNFPA personnel no later than **02 November 2017 at 2:30 PM Kabul Local Time**.
- *Mrs Nadira Naseer Sarwary, Program Assistant* email: sarwary@unfpa.org for questions related to technical requirements.
 - *Hamed Rabbani, Procurement Associate* email: rabbani@unfpa.org for questions relating to the bidding exercise.

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

11. This letter is not to be construed in any way as an offer to contract with your firm.
12. UNFPA strongly encourages all bidders to register on the United Nations Global Marketplace (<http://www.ungm.org>). By registering on UNGM, vendors become part of the database that UN buyers use when searching for suppliers. Vendors can also access all UN tenders online and, by subscribing to the Bid Tender Service, vendors can be automatically notified via e-mail of all UN business opportunities that match the products and services for which they have registered. Instructions on how to subscribe to the Tender Alert Service can be found in the UNGM Interactive Guide for Suppliers http://www.ungm.org/Publications/UserManuals/Suppliers/UserManual_Supplier.pdf .

Yours sincerely,
Yerkezhan Tabyldeyiva
International Operations Manager
UNFPA, Afghanistan



UNITED NATIONS POPULATION FUND

INVITATION TO BID

ITB NO.: UNFPA/AFG/17/001

Bid document for the manufacture and/or supply of Female Dignity Kits

16 Oct 2017

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SECTION I: Instructions to Bidders

A. Introduction

1. Scope

- 1.1. The goods to be procured are Female Dignity Kits for UNFPA's Humanitarian Programme located in Afghanistan.
- 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 years with possible 1-year extension based on good supplier performance condition.

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 Country Office;
- b. The agreements shall be valid for 2 years starting from the date the LTA was signed with a possibility of further 1-year extension. 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 long term agreement template as specified in Section VI, Contract Forms, 3, shall be used for the establishment of the final agreement.
- e. UNFPA will not be committed to purchase any minimum quantity of the goods and related Services, and purchases will be made only if and when there is an actual requirement. UNFPA shall not be liable for any cost in the event that no purchases are made under any resulting LTA. All reductions in market prices mandated by the provider will be passed on in full to UNFPA.
- f. 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.

2. Eligible Bidders

- 2.1. All bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by UNFPA to provide consulting services under these bidding documents.
- 2.2. Bidders shall not be eligible to submit a bid if at the time of bid submission:
 - a. The bidder is listed as suspended on United Nations Global Marketplace (<http://www.ungm.org>) as a result of having committed fraudulent activities,

- b. 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;
- c. The bidder is not debarred by the World Bank Group.

3. **Fraud and Corruption**

3.1. UNFPA is committed to preventing, identifying and addressing all acts of fraud against UNFPA as well as third parties involved in UNFPA activities. To this effect UNFPA has developed its Anti-Fraud Policy with the aim to raise awareness of fraud risks, implement controls to prevent fraud, and establish a procedure applicable to detect of fraud and to enforce its Anti-Fraud Policy.

3.2. UNFPA requires that bidders, suppliers, and contractors and their subcontractors observe the highest standard of ethics during the procurement and execution of UNFPA contracts:

- a. UNFPA defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official;
 - ii. "Fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
 - iii. "Collusive practices" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party levels;
 - iv. "Coercive practices" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- b. UNFPA will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;
- c. UNFPA will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a UNFPA contract;
- d. UNFPA will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a UNFPA contract;
- e. UNFPA will normally require a UNFPA vendor to allow UNFPA, or any person that UNFPA may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.

3.3. Any vendor participating in UNFPA's procurement activities, shall provide all required documents, records and other elements to UNFPA personnel upon first request in order to facilitate any investigation of allegations of misconduct by either vendors or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the vendor from UNFPA vendor roster and may lead to suspension following review by UNFPA.

3.4. Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with UNFPA's Department of Oversight Services (DOS), as well as with any other investigations authorized by the Executive Director and with the UNFPA Ethics Officer as and when required. Such cooperation shall include, but not be limited to the following: access to all employees,

representatives, agents and assignees of the vendor and production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNFPA to repudiate and terminate the contract, and to debar and remove the supplier from UNFPA's list of registered suppliers.

- 3.5. A confidential Anti-Fraud Hotline is available to any bidder in order to report suspicious fraudulent activities at <http://web2.unfpa.org/help/hotline.cfm>
- 3.6. UNFPA has adopted a zero tolerance policy on gifts and hospitality. In view of this, UNFPA personnel are prohibited from accepting any gift, even of a nominal value, including drinks, meals, food products, hospitality, calendars, transportation, and/or any other forms of benefits. Vendors are therefore requested not to send gifts or offer hospitality to UNFPA personnel.

B. Solicitation Documents

4. UNFPA Solicitation document

- 4.1. 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.
- 4.2. 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.
- 4.3. 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.

5. Clarifications of solicitation document

- 5.1 A prospective bidder requiring any clarification on the bid solicitation documents may notify UNFPA in writing within **one week** 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/>.

6. Amendments to UNFPA bid solicitation document

- 6.1. 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.

- 6.2. 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

7. Documents to be submitted with the bid

7.1. 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.

7.2. 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. Post qualification documentation outlined in Instructions to Bidders, Sub-Clause 27

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.

7.3. 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, 4.
- c. Product catalogues containing pictures of the product(s)
- d. Manufacturer's technical product specifications or datasheets
- e. Copies of current certificates such as GMP/quality, FSC/PPP, manufacturer's ISO certificate for the product, manufacturer's CE certificate, USA 510k, Japan QS standard, etc., as stated in the Technical Specifications and Schedule of Requirements Section II

8. Bid Currency and Prices

8.1. All prices shall be quoted in any convertible currency to AFN (AFGHANI).

8.2. 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 those services.

9. Validity of Bid

- 9.1. 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.
- 9.2. 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

10. Partial Bids

- 10.1. Partial bids are not allowed under this tender.

11. Alternative Bids

- 11.1. 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.

12. Bids

- 12.1. Bids shall be submitted in one envelope or transmitted in an email to a secure email address designated by UNFPA.
- 12.2. Bids 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 7, and in accordance with the Price Schedule Form in Section V, 5 of the bid forms.
- 12.3. 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.

13. Sealing and Marking of Bids (hard copies)

- 13.1. When submitting bids in hard copies the bidder shall prepare one set of sealed bids containing the technical and price components.
- 13.2. 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."
- 13.3. If the outer envelope is not sealed and marked as required, UNFPA shall assume no responsibility for the bid's misplacement or premature opening.

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

*UNITED NATIONS POPULATION FUND (UNFPA)
Address: UNFPA CO, UNOCA COMPOUND JALALABAD ROAD,
PAKTYA KOOT, KABUL, AFGHANISTAN
Invitation to Bid No. UNFPA/AFG/17/001
Attention: Hamed Rabbani – Procurement Associate*

ONLY TO BE OPENED BY AUTHORISED UNFPA PERSONNEL

14. Electronic Submissions

- 14.1. Bids may be submitted electronically. Please note the following guidelines for electronic submissions:
- 14.2. 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/AFG17/001, Bidder's Name.
- 14.3. The bid shall be submitted to bidsafg@unfpa.org. Bids received at the bidsafg@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.
- 14.4. E-mail 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.
- 14.5. It shall be the bidder's responsibility to ensure that bids sent by e-mail are received by the deadline. All bidders shall receive an auto-reply acknowledging the receipt of their email. Bidders shall not receive responses to questions sent to bidsafg@unfpa.org since it is a secure mailbox.
- 14.6. In order to avoid last minute internet congestion, it is recommended to send your bid as early as possible before the deadline.

15. Bid Submission Deadline/Late Bids

- 15.1. 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, or contact the bid focal point.
- 15.2. 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.

15.3. Any bid received by UNFPA after the bid submission deadline shall be rejected and returned unopened to the bidder. 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.

16. Storage of Bids

16.1. 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.

17. Bid Opening

17.1. UNFPA shall conduct the bid opening at the following address, date and time.

Street Address: UNOCA COMPOUND, JALALABAD ROAD, PAKTA KOOT

Floor/Room number: UNFPA CO

City: KABUL

Country: AFGHANISTAN

Date: 12 November 2017

Time: 11:00 AM, Kabul Local Time, (reference: www.timeanddate.com/worldclock).

17.2. 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.

17.3. The bids shall be opened at the time and place specified in the ITB and an immediate record made thereof.

17.4. 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.

17.5. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder.

E. Evaluation and Comparison of Bids

18. Confidentiality

18.1. 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.

18.2. 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.

19. Clarification of Bids

19.1. 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.

20. Responsiveness of bids

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

20.2. 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.

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

30.2. Determination of compliance with the Bid solicitation documents is based on the content of the Bid itself without recourse to extrinsic evidence; the sample is an essential part of the evaluation process.

30.3. All compliant Bids shall meet the following:

- a. Compliance of technical specifications with the specifications given in the bid solicitation documents
- b. Compliance of kit sample with the specifications given in the bid solicitation documents
- c. Compliance with the special and general conditions specified by the Bid solicitation documents
- d. The supporting documents required which is specified in this bid
- e. Delivery lead time in accordance to Delivery Requirement stated in Section II
- f. Quality and functionality of the goods will be evaluated independently from the price by the evaluation team.
- g. Compliance of the samples
- h. Other conditions requested in the Bid solicitation documents.

21. Nonconformities, Errors, and Omissions

21.1. 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 non material non conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.
- c. UNFPA shall correct arithmetical errors on the following basis:

- If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNFPA there is an obvious misplacement of the decimal point in the unit price. In that case the line item total as quoted shall govern and the unit price shall be corrected;
- if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

22. Preliminary examination of Bids

22.1. UNFPA shall examine the bids to determine whether they are complete, that all documents and technical documentation requested as per Instructions to Bidders Clause 7 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.

23. Examination of Terms and Conditions and Technical Evaluation

23.1. 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 Terms and Conditions and Section IV UNFPA Special Terms and Conditions.

23.2. 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 21, the bid shall be rejected.

24. Conversion to Single Currency

Not applicable

25. Evaluation of Bids

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

26. Comparison of Price Bids

26.1. UNFPA shall compare all substantially responsive bids to determine the lowest priced substantially responsive bid

26.2. 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.

27. Post-qualification of the Bidder

27.1. UNFPA shall determine to its satisfaction whether the bidder with the lowest priced, substantially responsive bid is qualified to perform the contract satisfactorily.

27.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted in the bid.

27.3. To evaluate a Bid, UNFPA shall consider the following:

- 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
- Financial Capability:
 - a. Liquidity ratio: Current ratio (Current Assets/ Current liabilities) > 1.
 - b. Provide contact details of commercial banks and names of contact persons from whom UNFPA could seek feedback.
- Experience and Technical Capacity:
 - a. Details of experience and past performance of the bidder on equipment offered and on those of similar nature within the past five years
 - b. The bidder shall disclose instances of previous past performance that may have resulted in adverse actions taken against the bidder and the manufacturers whose products are being offered by the bidder, in the last five years. Such adverse actions may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions, this must be clearly indicated in the bidder's bid.

For non-manufacturer bidders:

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

27.4. 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.

27.5. 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.

28. UNFPA's Right to Accept Any Bid and to reject any or All Bids

28.1. 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.

28.2. 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.

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

29. UNFPA's Right to Annul a Bidding Process

29.1. 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

30. Award Criteria

30.1. In the event of a contract award, UNFPA shall award the Contract/Purchase Order, to the lowest priced bidder(s) whose bid has been determined to be substantially responsive with the bidding documents.

30.2. 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.

30.3. UNFPA reserves the right to make multiple arrangements for any item(s) where, in the opinion of UNFPA, the lowest 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, second lowest, third lowest, etc., bid which meets the requirements.

31. Right to Vary Requirements at Time of Award

31.2. 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.

32. Signing of the contract

32.1. Prior to the expiration of the period of bid validity, UNFPA shall send the successful bidder the Contract/Purchase Order 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.

33. **Publication of Contract Award**

- 33.1. 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.
- 33.2. Suppliers perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a contract, may complain to the UNFPA Head of the Business Unit **Dr. Bannet Ndyanabangy UNFPA Representative**, ndyanabangy@unfpa.org Should the protestor be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the protestor may contact the Chief of the Procurement Services Branch at procurement@unfpa.org.

SECTION II: Technical Specifications and Schedule of Requirements

The United Nations Population Fund (UNFPA) wishes to appoint one or more vendors to supply Female Dignity Kits to Afghanistan in support of UNFPA's programme on emergency aid.

2.1. Technical Specifications

Item No.	Description and minimum/mandatory specifications
1	Shampoo 200 ml/bottle,
2	Towel 100X50cm, soft,
3	Dettol soap or equivalent, 100mg ,
4	Soap case for 100mg soap,
5	Washing Powder 1kg/pocket, detergent,
6	Nail clipper, Medium Size,
7	Socks for adult female,
8	Sanitary Pad, consist of 16 cotton pcs/pocket,
9	Female Underwear (one big and one medium size), cotton,
10	Torch with a pair of battery
11	Solar torch, laser brightness,
12	Tooth Brush for adults, soft,
13	Tooth Paste 100gr/tube,
14	Hair Brush for adults, soft,
15	Comb for adults,
16	Scarf, 2x1.5m
17	Vaseline 100gr,
18	Blanket for adult, soft, single user, 2x1.5m,
19	Bag (All contents to be packed in), Cloth made, 46x50cm, without printed logo,
20	Bag (All contents to be packed in), Cloth made, 46x50cm, printed UNFPA logo,
21	Bag (All contents to be packed in), Cloth made, 40x40cm, without printed logo,
22	Bag (All contents to be packed in), Cloth made, 40x40cm, printed UNFPA logo,
23	Kitting Cost

2.2 Schedule of Requirements

The bidder shall also furnish 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 goods during Two Years following commencement of the use of the goods by UNFPA.

1. List of Goods and Delivery Schedule				
Line Item	Description of Goods	Quantity	Unit of measure	Delivery Schedule from date of Contract (IP warehouse, Kabul Afghanistan, or as advised by UNFPA)
1	Female Dignity Kit	20,000 (twenty thousand)	Kits	Will be procured and delivered during the period of Two Years
2	Female Dignity Kits	10,000 (ten thousand)	Kits	Will be procured and delivered during the period of one year upon extension of LTA.
3	Female Dignity Kit	2,000 (two thousand)	Kits	Upon issuing of Purchase Order (delivery time Two Weeks)

2.4. Due to the nature of crisis and emergency for which Female kits are procured, the bidder must confirm agreement on the above Delivery Requirement. The quantity indicated below is our minimum acceptable delivery requirement and the supplier can indicate their maximum capacity in the given the max allowable lead time. Bidders who do not confirm their acceptance to the delivery schedule will be disqualified from any further evaluation.

2.5. UNFPA has the right to place an order for all or some of the items of the kits content.

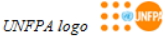
2.6. Brand name, country of origin, contents and specifications of each item shall be clearly marked on each item. Language of such information shall be English, Dari and Pashto.

2.7. The bidder shall require confirming responsibility of custom clearance of kits, if the kits are imported.

SECTION III: UNFPA General Terms and Conditions

The General Terms and Conditions can be found at:
<http://www.unfpa.org/public/home/procurement/pid/3233>

SECTION IV: UNFPA Special Conditions for Contracts

WARRANTY/Guarantee	Guarantee for being original each item of kit. The warranty period shall be [XX] months. Details on Warranty Services required are included in Section II: Technical Specifications and Schedule of Requirements.
GOODS AND SERVICES DEFINED	<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>
TRANSPORTATION AND FREIGHT	<p>Responsibility for transportation of the Goods shall be as specified in the INCOTERMS. (Responsibility for transportation is upon supplier)</p> <p><i>[For sea shipments]</i> All non-containerized Goods must be shipped below deck</p> <p>Partial shipment <i>is not</i> allowed. Transshipment <i>[select is or is not]</i> allowed.</p>
SHIPPING MARKS	<p>To appear clearly on all export cases/cartons:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;">  <p>UNFPA logo</p> <p>UNFPA/Project</p> <p>Contents: Item</p> <p>Country</p> <p>UNFPA PO# Number</p> <p><i>"Store in a cool, dry place away from heat and direct sunlight"</i></p> <ul style="list-style-type: none"> • Supplier name • Batch number • Carton number • Manufacturing date • Expiry date • Weight • Volume • Max. pressure allowed • Max. temperature • Specific instructions (if any) </div> <p>Special storage conditions, if any, to be specified on the cartons and all shipping documents.</p>
REQUIRED DOCUMENTATION FOR SHIPPING	<p>Original documents required (all documents to indicate UNFPA reference number and buyer's name):</p> <ol style="list-style-type: none"> 1. Commercial invoice 2. Shipping advice / packing list 3. Certificate of origin 4. Certificate of analysis 5. AWB or B/L to consignee marked "freight prepaid". 6. Copy of the freight invoice 7. Any specific document (if applicable)

<p>REQUIRED DOCUMENT DISTRIBUTION FOR SHIPPING</p>	<p>Two sets of original documents to be sent by courier service as follows:</p> <ol style="list-style-type: none"> 1. <u>Consignee</u> One set of electronic and original documents to be sent to the consignee or notify party if it is different from the consignee: <ul style="list-style-type: none"> ▪ ENTER CONSIGNEE: Name, Institution, Complete address, E-mail & phone number 32. <u>UNFPA Country Office, UNOCA Compound Jalalabad Road, Paktya Koot, Kabul, Afghanistan.</u> 33. One set of original shipping documents plus proof of shipping documents delivery to consignee, or notify party if it is different from the consignee, (courier AWB No. or delivery receipt from courier) to be sent to the buyer <p>Attention: Hamed Rabbani, rabbani@unfpa.org , Mohammad Yama Shamsi, shamsi@unfpa.org</p> <p>For Sea Shipment It is imperative that ORIGINAL documents are provided to the consignee at least two weeks prior to arrival of the shipment/or arrival of the goods at their destination. Any charges that may rise due to absence of documents at least two weeks prior to arrival of the cargo (for sea freight shipments) or arrival on the same day (for air freight shipments) will be at the supplier's expense.</p> <p>For Air shipment: Original Document must be sent the same day the goods are sent by express courier.</p>
<p>INSPECTION OF THE GOODS</p>	<p>UNFPA reserves the right to draw samples through an authorized representative and have them tested against ISO/WHO standards prior to any shipment.</p> <p>If applicable, the vendor shall notify UNFPA and the nominated inspection company by e-mail when the consignment is ready for sampling/testing with at least two weeks' notice.</p> <p>For any additional inspection to be carried out due to failure of goods, the supplier shall bear the cost of replacing the failed goods, as well as any additional cost (freight increase, late delivery compensation, etc.) resulting from the failure.</p> <p>The supplier will be invoiced directly by the inspection company for the inspection and testing charges.</p> <p>Inspection does not relieve the seller from his contractual obligations and goods are subject to final acceptance after delivery.</p>
<p>SHELF LIFE</p>	<p>All products must have at least 80% of shelf life remaining at the time of delivery in the country of operation.</p>

INSURANCE	Cargo insurance is covered by UNFPA global insurance policy.
DELIVERY ON WEEKEND/HOLIDAY	In case of air shipment, the Supplier has the responsibility to take necessary measures to avoid delivery at final destination on Weekend/Holiday. In case it is unavoidable, UNFPA must be notified at least 3 days in advance.
ORDER ACCEPTANCE	<p>The order has been accepted by the Supplier if at least one of the following two items has been fulfilled:</p> <ul style="list-style-type: none"> • Estimated time of departure and arrival has been entered into the Order Tracking System - Website: http://shipping.unfpa.dk/supots • Confirmation of order receipt has been sent to UNFPA buyer (via email, fax or letter)
PAYMENT	<p>For payment purposes the following documents must be sent to: <i>[UNFPA Country OFFICE/ATTENTION PERSON Hamed Rabbani, UNOCA Compound Jalalabad Road, Paktya Koot, Kabul, Afghanistan, rabbani@unfpa.org</i></p> <p><i>[For international procurement done by field offices]</i></p> <ul style="list-style-type: none"> • <u>Invoice – 1 original</u> • <u>Packing list – 1 original</u> • <i>[Pick one of the two options:]</i> <u>Bill of lading [for sea]/Airway bill [for air] – 1 original</u> • <i>[Delete if not applicable]</i> <u>Inspection certificate issued by nominated inspection agency – 1 original</u> • <i>[Delete if not applicable]</i> <u>Manufacturer’s warranty certificate – 1 original</u> • <i>[Delete if not applicable, may depend on import procedures within the requesting country]</i> <u>Certificate of origin – 1 original</u> <p><i>[For local procurement done by field offices]</i></p> <ul style="list-style-type: none"> • <u>Invoice – 1 original</u> • <u>Packing list – 1 original</u>

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 noted the bid closing deadline?	Cover letter, #5		
Have you read and understood all of the Instructions to Bidders in Section I of the bidding documents?	Section I		
Have you reviewed and agreed to the UN General Terms and Conditions?	Section III		
Have you reviewed and agreed to the UNFPA Special Conditions for Contracts?	Section IV		
Have you completed the Bid Confirmation Form?	Section V, 1		
Have you completed the Bid Submission Form?	Section V, 2		
Have you completed the Bidder's Identification Form?	Section V, 3		
Have you completed the Product Item Overview Form?	Section V, 4		
Have you completed and signed the Price Schedule Form?	Section V, 5		
Have you completed and signed the Manufacturer's Authorization Form?	Section V, 6		
Have you reviewed all of the relevant contract form(s)?	Section VI		
Have you provided evidence that your firm is established as a company and legally incorporated in the country where it resides?	Section I, Sub-Clause 7.2, a		
Have you prepared a copy of your valid manufacturing license from the country of manufacturing?	Section I, Sub-Clause 7.2, b.		
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 7.2, c.		
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 7.3, a.		
Have you prepared product catalogues containing pictures of the product(s)?	Section I, Sub-Clause 7.3, c.		
Have you prepared the manufacturer's technical product specifications or data sheets?	Section I, Sub-Clause 7.3, d.		
Have you provided the results of any testing carried out on the products?	Section I, Sub-Clause 7.3, a.		

Have you provided any copies of current certificates such as GMP/Quality, FSC/PPP, 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 7.3, f.		
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 7.3, g.		
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 7.3, h.		
Have you sealed and marked the bids according to Instructions to Bidders Clause 13 (hard copy bids) or Clause 14 (electronic bids)?	Section I, Sub-Clause 13 & 14		
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 14.4)	Section I, Sub-Clause 14.4		
For non-manufacturer bidders: Have you provided a legally enforceable authorization from the manufacturer, assuring full guarantee and warranty obligations as per the tender conditions for the goods offered?	Section I, Sub-Clause 27.3, a.		
Have you provided evidence that you, as authorized by the manufacturers, have 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 that the goods are in satisfactory operation?	Section I, Sub-Clause 27.3, b.		

1. Bid Confirmation Form

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

Date:

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

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

From: _____

Subject: ITB No.: UNFPA/AFG/17/001

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)

Please confirm one of the following two options:

- We would like to receive future ITBs for this type of goods
- We don't want to receive ITBs for this type of goods

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

2. Bid Submission Form

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

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

ITB No.: UNFPA/AFG/17/001

To: *Complete name of Purchaser*, UNFPA

Dear Sir / Madam,

We the Undersigned have examined and have no reservations to the Bidding Documents No. **UNFPA/AFG/17/001** 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 _____ which are subject to UN General Terms and Conditions and UNFPA specified in the document.

We agree to abide by this bid for a period of *[Select between 30-90 days depending on the type of good/commodity]* 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, including any subcontractors or suppliers for any part of the contract, have nationality from countries _____ *[insert the nationality of the bidder, including that of all parties that comprise the bidder, if the bidder is a JV, and the nationality each subcontractor and supplier; otherwise buyer should delete this text if non-applicable]*

We have no conflict of interest in accordance with Instructions to Bidders Sub-Clause 2.1;

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 2.2;

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

Dated onday 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/AFG/17/001

1. Organization

Company/Institution Name	
Address, City, Country	
Telephone/FAX	
Website	
Date of establishment	
Legal Representative: Name/Surname/Position	
Legal structure: natural person/Co.Ltd, NGO/institution/other (please specify)	
Organizational Type: 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. Client Reference List

Please provide references of main client details.

Name of company	Contact person	Telephone	E-mail
1.			
2.			
3.			

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

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

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

4. Product Item Overview Form

Item No.	Description and minimum /mandatory specifications <i>[Detailed description to be completed by UNFPA]</i>	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)
1	[...]		
2	[...]		
3	[...]		
...			

(Use the spreadsheet "Product Item Overview Form.xls" if a large number of items need to be compared.)

5. Price Schedule Form

[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.]

BIDDER'S TOTAL PRICES (Price & Currency to be entered by bidder):	
TOTAL FIRM FCA PRICE	
TOTAL FIRM DDP/CFR [delete unwanted option,] PRICE	
TOTAL PRICE FOR SERVICES (if applicable)	
FREIGHT COST PER 20/40 FT CONTAINER (if applicable)	

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

BIDDER'S PRICES FOR SERVICES (Price & Currency to be entered by bidder):					
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				
Country of origin of offered products:	Item 1			
	Item 2	<i>Insert more rows in each section if necessary</i>		
	Item 3	<i>or delete if too many</i>		
FCA point(s) of delivery for offered products:	Item 1			
	Item 2			
	Item 3			
Delivery time (FCA from date of order):	Item 1			
	Item 2			
	Item 3			
Shipment dimensions of offered products (including package):		Gross weight	Total volume	<i>Containers (if applicable):</i>
				<i>Number Size</i>
	Item 1			
	Item 2			
	Item 3			
	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.

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