

4 May 2023

United Nations Population Fund UN House, Pulchowk, Lalitpur, Nepal

Email: nepal.office@unfpa.org Website: nepal.unfpa.org

# INVITATION TO BID ITB No. UNFPA/NPL/23/001

# 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 warm clothes (winterization package) for its programme in Nepal.
- 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.
- 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

- 5. The bid shall reach UNFPA's reception or the email inbox of bid.nepal@unfpa.org no later than **Friday**, **26 May 2023**, at UN House, Pulchowk, Lalitpur by 17:30 Nepal Time<sup>1</sup>. Samples of items must be submitted in a sealed carton box no later than **Friday**, **26 May 2023**, at the reception of UN House, Pulchowk, Lalitpur by 17:30 Nepal Time.
- 6. The bid shall be opened on Tuesday, 30 May 2023, at 15:00 at UNFPA, UN House, Pulchowk, Lalitpur. Bidders or their authorized representatives may attend the bid opening. Kindly confirm by e-mail by Friday, 26 May 2023 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 bid.nepal@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 Prakash Rai at prai@unfpa.org no later than 12 May 2023 and to indicate whether or not a bid shall be

<sup>&</sup>lt;sup>1</sup> Reference: www.timeanddate.com/worldclock UNFPA/NPL/Bid/Invitation to Bid/

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.

- 9. Any questions relating to the attached documents shall be addressed in writing to the following UNFPA personnel no later than Wednesday, 17 May 2023 at 17:30, Nepal Time.
  - *Prakash Rai, Procurement Associate* email: prai@unfpa.org for questions relating to the bidding exercise.

Do <u>not</u> 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 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,

Debashish Chowdhury

**UNFPA** 

Country Office, Nepal



# UNITED NATIONS POPULATION FUND

# **INVITATION TO BID**

ITB NO.: UNFPA/NPL/23/001

Bid document for the manufacture and/or supply of products and related services

4 May 2023

# **Table of Contents**

SECTIO	ON I: Instructions to Bidders	. 5
A.Introd	luction	. 5
1.	Scope	. 5
2.	Eligible Bidders	. 5
Fraud	and Corruption	. 5
B.Solici	tation Documents	. 5
4	UNFPA Solicitation document	. 5
5	Clarifications of solicitation document	. 6
6	Amendments to UNFPA bid solicitation document	
C. Prepa	aration of Bids	
7	Documents to be submitted with the bid	
8	Bid Currency and Prices	
9	Validity of Bid	
10	Bidders' conference	
	nission of Bids and Bid Opening	
11	Partial Bids	
12	Alternative Bids	
13	Bids	
13	Sealing and Marking of Bids (hard copies)	
15	Electronic Submissions.	
16	Bid Submission Deadline/Late Bids	
17	Storage of Bids	
18	Bid Opening	
	nation and Comparison of Bids	
19.	Confidentiality	
20.	Clarification of Bids	
21.	Responsiveness of bids	
22.	Nonconformities, Errors, and Omissions	
23.	Preliminary examination of Bids	
24.	Examination of Terms and Conditions and Technical Evaluation	
25.	Evaluation of Bids	
26.	Comparison of Price Bids	
27.	Post-qualification of the Bidder	
28.	UNFPA's Right to Accept Any Bid and to Reject Any or All Bids	
29.	UNFPA's Right to Annul a Bidding Process	
F. Awar	d of Contract	
30.	Award Criteria	12
31.	Right to Vary Requirements at Time of Award	13
32.	Signing of the contract	13
33.	Publication of Contract Award	13
SECTIO	ON II: Technical Specifications and Schedule of Requirements	14
SECTIO	ON III: UNFPA General Conditions of Contract	17
SECTIO	ON IV: UNFPA Special Conditions for Contracts	18
	ON V: Bidding Forms	
	Confirmation Form	
	ubmission Form.	
	ers Identification Form	
	ict Item Overview Form	
	Schedule Form	

### **SECTION I: Instructions to Bidders**

### A. Introduction

#### 1. Scope

1.1. The goods to be procured *are warm clothes including kitting in a carton box* for UNFPA's Programme located in Nepal.

## 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 <u>UN 1267 list</u> 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 debarred by the World Bank Group.

## Fraud and Corruption

3.1 UNFPA's policy regarding fraud and corruption is available at <a href="http://www.unfpa.org/about-procurement#FraudCorruption">http://www.unfpa.org/about-procurement#FraudCorruption</a> 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

#### 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 two weeks 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, <a href="http://www.ungm.org/">http://www.ungm.org/</a> and UNFPA Nepal website <a href="http://www.ungm.org/">http://www.ungm.org/</a> and UNFPA Nepal website <a href="http://www.ungm.org/">http://www.ungm.org/</a> and UNFPA Nepal

#### 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:

- 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 samples of individual listed items
- d. Manufacturer's technical product specifications or datasheets

#### **8** Bid Currency and Prices

- 8.1. All prices shall be quoted in Nepali Rupees (NPR).
- 8.2. Bidders are requested to quote the following based on INCOTERMS 2010 (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):
  - Price of goods DAP [WFP, HSA, Sinamangal, Kathmandu]
- 8.3. 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.

#### 10 Bidders' conference

- 10.1 A bidders' conference may be conducted at UNFPA's discretion. All Bidders will be encouraged to attend. Non-attendance, however, will not result in disqualification of an interested Bidder. Minutes of the Bidders' conference will be both posted on UNGM and e-mailed to the Bidders that have participated in the Conference. Verbal statements made during the Bidders' conference will not modify the terms and conditions of the ITB, unless issued as an amendment to the Bid documents and posted on UNGM.
- 10.2 A bidder's conference will be held on <u>Friday</u>, 12 May 2023 at 11:30 UNFPA Nepal, UN <u>House</u>, <u>Pulchowk</u>, <u>Lalitpur</u>, <u>Conference Room</u> to display sample items and inform the nature and scope of work, implementation modality and experience and expertise required to complete the assignment. All interested bidders are requested to attend the meeting.

### D. Submission of Bids and Bid Opening

#### 11 Partial Bids

11.1 Partial bids are not allowed under this tender.

#### 12 Alternative Bids

- 12.1 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.

#### 13 Bids

- 13.1 Bids shall be submitted in one envelope or transmitted in an email to a secure email address designated by UNFPA.
- 13.2 Bids shall be prepared in accordance with Section II: Schedule of Requirement and Technical Specifications and shall include the requested documentation as per Instruction as per Instructions to Bidders Clause 7, and in in accordance with the Price Schedule Form in Section V, 5 of the bid forms.
- 13.3 Bids shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contact. 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.

# 14 Sealing and Marking of Bids (hard copies)

- 14.1. When submitting bids in hard copies the Bidder shall prepare one set of sealed bids containing the technical and price components.
- 14.2. 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."
- 14.3. If the outer envelope is not sealed and marked as required, UNFPA shall assume no responsibility for the bid's misplacement or premature opening.
- 14.4. The outer envelope must be clearly marked with the following:

UNITED NATIONS POPULATION FUND (UNFPA) UN House, Pulchowk, Lalitpur

Nepal

Invitation to Bid No. UNFPA/NPL/23/001

Attention: Name of Buyer – Title of Buyer

ONLY TO BE OPENED BY AUTHORISED UNFPA PERSONNEL

#### 15 Electronic Submissions

- 15.1. Bids may be submitted electronically. Please note the following guidelines for electronic submissions:
- 15.2. 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/NPL/23/001, Bidder's Name.
- 15.3. The bid shall be submitted to <a href="mailto:bid.nepal@unfpa.org">bid.nepal@unfpa.org</a> Bids received at the <a href="mailto:bid.nepal@unfpa.org">bid.nepal@unfpa.org</a> 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.
- 15.4. 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.

- 15.5. 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 <a href="mailto:bid.nepal@unfpa.org">bid.nepal@unfpa.org</a> since it is a secure mailbox.
- 15.6. In order to avoid last minute internet congestion it is recommended to send your bid as early as possible before the deadline.

#### 16 Bid Submission Deadline/Late Bids

- 16.1. 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 <a href="www.timeanddate.com/worldclock">www.timeanddate.com/worldclock</a>, or contact the bid focal point.
- 16.2. 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.
- 16.3. 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.

## 17 Storage of Bids

17.1. 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.

### 18 Bid Opening

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

Street Address: UN House, Pulchowk

Floor/ Room number: Ground Floor, Annex II

City: Lalitpur Country: Nepal

Date: Thursday, 30 May 2023

Time: 11:00 [Time time], (reference: www.timeanddate.com/worldclock).

- 18.2. 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.
- 18.3. The bids shall be opened publicly at the time and place specified in the ITB and an immediate record made thereof.
- 18.4. Only those who have submitted bids or their authorized agent or representative may attend the bid opening.

- 18.5. 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.
- 18.6. 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

#### 19. Confidentiality

- 19.1. 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.
- 19.2. 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.

#### 20. Clarification of Bids

20.1. 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.

### 21. Responsiveness of bids

- 21.1. UNFPA's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 21.2. 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.

#### 22. Nonconformities, Errors, and Omissions

- 22.1. 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 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; and

## 23. Preliminary examination of Bids

23.1. 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.

#### 24. Examination of Terms and Conditions and Technical Evaluation

- 24.1. 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.
- 24.2. 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.

#### 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.

# 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 last three years audited company Balance and Financial Statements
    - 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 equipments offered and on those of similar nature within the past three 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 Purchase Order, to the lowest priced Bidder(s) whose bid has been determined to be substantially responsive with the bidding

- documents including conformity of sample items submitted in line with technical specification.
- 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 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 <a href="http://www.ungm.org">http://www.ungm.org</a>, 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 treated in connection with the solicitation or award of a contract may lodge a complaint directly with the UNFPA Head of Office at whong@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 <a href="mailto:procurement@unfpa.org">procurement@unfpa.org</a>, 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

Item	Description and minimum/mandatory	Photo for reference only
No.	specifications	
1	Blanket Double layer, Polar Fleece, 100% Polyester, antipilling fabric of at least 320GSM, preferably bright colour Length: 91 inches Width: 60 inches Hem sewn on all four sides	
2	Floor mat Rubber Yoga Mat High density, well buffered and tear resistance Size: Length 48 inches, Width 72 inches, Thickness: 10 MM Logo Printing: Single-colour (white) UNFPA logo printing on one side of mat Logo Size: 5x11.5 inches	
3	Sweater Full sleeves woolen sweater for adult ladies Size: Large Design: Cardigan with buttons Colour: Bright colour Weight: 400-450 gms High threading density	
4	Shawl Woolen and polyester mixed in a good proportion Minimum Size: 72 X 36 inches Colour: Printed colour (not plain white or black), free of harmful or dangerous substances Factory finish	
5	Slipper Plain velvet shoes (mules) for ladies Size: Euro 38	
6	Socks Woolen socks Length: Minimum 8.5 inch Good quality elastic Size: Adult	
7	Carton box 5 ply sturdy	

	Size: 10x10x48 inches
	Single colour label printing on two sides

# 2.2 Schedule of Requirements

1. List of Goods and Delivery Schedule					
Line Item	Description of Goods	Quantity	Unit of measure	Delivery Schedule from date of Contract	
1	Blanket	2100	Each	21 calendar days	
2	Floor Mat	2,100	Each		
3	Sweater	2,100	Each		
4	Shawl	2,100	Each		
5	Slipper	2,100	Pair		
6	Socks	4,200	Pair		
7	Carton box	2,100	Each		

2. Co	2. Consignee Address and Consignee-wise Quantity Distribution					
Line Item	Consignee Address	Contact person	Quantity	Unit of measure		
1	HSA, WFP Airport, Sinamangal, Kathmandu	Prakash Rai Procurement Associate +977 1 5523880 prai@unfpa.org	2,100	Sets		

3.	. List of Related Services and Completion Schedule					
No.	Description of Service	Quantity (if applicable)	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services	
1	Kitting and packaging of 5 items in carton box as one set of kit	2,100	Sets	Supplier's premises		

# **SECTION III: UNFPA General Conditions of Contract**

The General Conditions of Contract can be found at: <a href="http://www.unfpa.org/resources/unfpa-general-conditions-contract">http://www.unfpa.org/resources/unfpa-general-conditions-contract</a>

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

AFTER SALES SERVICES	Suppliers are responsible for replacing any number of items found of faulty or with defects and any cost incurred therewith.	
TRANSPORTATION AND FREIGHT	Responsibility for transportation of the Goods shall be as specified in the INCOTERMS.  All non-containerized Goods must be shipped below deck Partial shipment is not allowed. Transshipment is allowed.	
SHIPPING AND PAYMENT INSTRUCTIONS	Access the following link for shipping and payment instructions:  Shipping Instructions	
LIQUATED DAMAGES	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/	REMARKS
ACHIVIII	LOCATION	NOT	NDWIATONS
		APPLICABLE	
Have you noted the bid closing	Cover letter, #5		
deadline?			
Have you read and understood all of	Section I		
the Instructions to Bidders in Section I			
of the bidding documents?	Section III		
Have you reviewed and agreed to the UNFPA General Conditions of	Section III		
Contract?			
Have you reviewed and agreed to the	Section IV		
UNFPA Special Conditions for	Section 1		
Contracts?			
Have you completed the Bid	Section V, 1		
Confirmation Form?			
Have you completed the Bid	Section V, 2		
Submission Form?			
Have you completed the Bidder's	Section V, 3		
	C		
	Section V, 4		
	Section V 5		
	Section V, 5		
	Section VI		
Have you provided evidence that your	Section I, Sub-		
firm is established as a company and	Clause 7.2, a		
legally incorporated in the country			
	Clause 2.4		
	Section I Sub-		
	· ·		
standards specified in Section II			
Technical Specifications and Schedule			
	Clause 7.3, c.		
	Caption I C-1-		
	Clause 7.5, u.		
	Section I. Sub-		
	, 6.		
are not the manufacturer?			
Identification Form? Have you completed the Product Item Overview Form? Have you completed and signed the Price Schedule Form? Have you reviewed all of the relevant contract form(s)? Have you provided evidence that your firm is established as a company and legally incorporated in the country where it resides? Have you provided written confirmation that your company is neither suspended by the United Nations system nor debarred by the World Bank Group? 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? Have you prepared product samples and sealed and marked as Instructions to Bidders.  Have you prepared the manufacturer's technical product specifications or data sheets? Have you provided a copy of the valid authorization letter issued by the manufacturer for each product, if you	Section V, 4  Section V, 5  Section VI  Section I, Sub-		

II	C	
Have you furnished a list of full	Section I, Sub-	
particulars, regarding the available	Clause7.3, h.	
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?		
Have you sealed and marked the bids	Section I, Sub-	
according to Instructions to Bidders	Clause 13 & 14	
Clause 13 (hard copy bids) or Clause		
14 (electronic bids)?		
If submitted electronically, is the file	Section I, Sub-	
size of the bid less than 10MB? (If the	Clause 14.4	
file size is above 10MB, refer to		
Instructions to Bidders Sub-Clause		
14.4)		
Have you prepared a copy of the	Section I, Sub-	
previous three year's audited company	Clause 27.3	
Balance and Financial Statements?		
For non-manufacturer Bidders: Have	Section I, Sub-	
you provided a legally enforceable	Clause 27.3, a.	
authorization from the manufacturer,	2710, 41	
assuring full guarantee and warranty		
obligations as per the tender		
conditions for the goods offered?		
Have you provided evidence that you,	Section I, Sub-	
as authorized by the manufacturers,	Clause 27.3, b.	
have supplied and provided after sales	Ciause 27.5, 0.	
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?		

# 1. Bid Confirmation Form

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

		Date:
Го:	UNFPA	email: prai@unfpa.org
	Country Office, Nepal	
From:	[Company name]	
	[Contact person]	
	[Telephone]	
	[Email address]	
	[Postal address]	<u> </u>
Subject:	ITB No.: UNFPA/NPL/23/001	
YES,	we intend to submit an bid.	
NO, v	we are unable to submit a bid in response to	o the above mentioned Invitation to Bid
due to	o the following reason(s):	
()	The requested products and services a	
()	We are unable to submit a competitive	e bid for the requested products at the
	moment	
()	The requested products are not available	
()	We cannot meet the requested specific	
()	We cannot offer the requested type of	packing
()	We can only offer FCA prices	
()	The information provided for quotation	n purposes is insufficient
()	Your ITB is too complicated	
()	Insufficient time is allowed to prepare	-
()	We cannot meet the delivery requirem	
()		onditions (please specify: payment terms
	request for performance security, etc)	
()	We do not export	
()	Our production capacity is currently for	
()	We are closed during the holiday seas	
()	We had to give priority to other clients	
()	We do not sell directly, but through di	
()	We have no after-sales service availab	
()	The person handling bid is away from	the office
()	Other (please specify)	
Pleas	e confirm one of the following two options	s:
()	We would like to receive future ITBs	for this type of goods
()	We don't want to receive ITBs for this	s type of goods
If UN	NFPA has questions to the Bidder concer	ning this NO BID, UNFPA should
	act Mr./Ms, phone/e	
	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/NPL/23/001 To: Prakash Rai, UNFPA Dear Sir / Madam. We the Undersigned have examined and have no reservations to the Bidding Documents No. UNFPA/NPL/23/001 and amendments We hereby offer to supply, in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements, following goods and related the services which are subject to UNFPA General Conditions of Contract and other terms and conditions 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, 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 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/NPL/23/001

# 1. Organization

Company/Institution Name	
Address, City, Country	
Telephone/FAX	
Website	
Date of establishment	
Legal Representative: 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)	
. 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)	
. Expertise of Staff	

# 4. Client Reference List

Total number of staff

Number of staff involved in similar supply contracts

Please provide references of main client details.

Contact person	Telephone	E-mail
	Contact person	Contact person Telephone

# 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	Description and minimum	Description of items	Compliant? (Y/N)
No.	/mandatory specifications	offered and Bidder's statements on deviations	(To be completed by UNFPA during
		(To be completed by the	evaluation)
		Bidder)	
1	Blanket		
	Double layer, Polar Fleece,		
	100% Polyester, anti-pilling		
	fabric of at least 320GSM,		
	Preferably bright colour		
	Length: 91 inches Width: 60		
	inches		
	Hem sewn on all four sides		
2	Floor mat		
	Rubber Yoga Mat		
	High density, well buffered and tear resistance		
	Size: Length 48 inches, Width		
	72 inches, Thickness: 10 MM		
	Logo Printing: Single-colour		
	(white) UNFPA logo printing		
	on one side of mat		
	Logo Size: 5x11.5 inches		
3	Sweater		
	Full sleeves woolen sweater		
	for adult ladies		
	Size: Large		
	Design: Cardigan with		
	buttons		
	Colour: Bright colour		
	Weight: 400-450 gms		
4	High threading density Shawl		
4	Woolen and polyester mixed		
	in a good proportion		
	Minimum Size: 72 X 36		
	inches		
	Colour: Printed colour (not		
	plain white or black), free of		
	harmful or dangerous		
	substances		
	Factory finish		
5	Slipper		
	Plain velvet shoes (mules) for		
	ladies		
	Size: Euro 38		
6	Socks Weeler seeks		
	Woolen socks		
	Length: Minimum 8.5 inch		
	Good quality elastic Size: Adult		
	Size. Adult		

7	Carton box	
	5 ply sturdy	
	Size: 10x10x48 inches	
	Single colour label printing	
	on two sides	

# 5. Price Schedule Form

BIDDER'S TOTAL PRICES (Price & Currency to be entered by Bidder):				
TOTAL FIRM DAP PRICE				
TOTAL PRICE FOR SERVICES (if applicable)				

ITEM/	DESCRIPTION OF THE GOODS	QTY	UNIT PRICE	TOTAL PRICE
LOT		(a)	(b)	(a)x(b)
1.	Blanket	2,100		
	Double layer, Polar Fleece, 100% Polyester, anti-pilling fabric of at least			
	320GSM, preferably bright colour			
	Length: 91 inches Width: 60 inches			
	Hem sewn on all four sides			
2.	Floor mat	2,100		
	Rubber Yoga Mat			
	High density, well buffered and tear resistance			
	Size: Length 48 inches, Width 72 inches, Thickness: 10 MM			
	Logo Printing: Single-colour (white) UNFPA logo printing on one side of mat			
	Logo Size: 5x11.5 inches			
3.	Sweater	2,100		
	Full sleeves woolen sweater for adult ladies			
	Size: Large			
	Design: Cardigan with buttons			
	Colour: Bright colour			
	Weight: 400-450 gms			
	High threading density			
4.	Shawl	2,100		
	Woolen and polyester mixed in a good proportion			
	Minimum Size: 72 X 36 inches			
	Colour: Printed colour (not plain white or black), free of harmful or dangerous			
	substances			
	Factory finish			
5.	Slipper	2,100		
	Plain velvet shoes (mules) for ladies			
	Size: Euro 38			

Socks

Woolen socks

6.

	Length: Minimum 8.5 inch						
	Good quality elastic						
	Size: Adult						
7.	Carton box			2,100			
	5 ply sturdy						
	Size: 10x10x48 inches						
	Single colour label printing on two sides						
BIDDE	R'S PRICES FOR SERVICES (Price & Currency to be	entered by Bid	der):				
ITEM/	DESCRIPTION OF THE SERVICES	QUANTIT	Y AND	U	NIT PRICE	TOT	AL PRICE PER SERVICE
LOT		PHYSICAL UNIT (a			(b)		(a)x(b)
1.	Kitting and packaging in carton box	2,100 sets					
	BIDDER'S SIGNATUR	RE AND CON	IFIRMA	TION O	F THE ITB		
THE TER	ED THAT A PURCHASE ORDER IS ISSUED BY UNFPA <b>WITHIN TH</b> MS OF SUCH PURCHASE ORDER, TO FURNISH ANY OR ALL ITE: IVERY TIME STATED ABOVE.	HE REQUIRED BI MS AT THE PRICE	<b>D VALIDITY</b> S OFFERED <i>F</i>	<b>PERIOD</b> , T AND TO DEI	HE UNDERSIGNED LIVER SAME TO THI	HEREB' E DESIC	Y COMMITS, SUBJECT TO GNATED POINT(S) WITHIN
Exact nam	e and address of company						
COMPANY N	NAME						
			AUTHORIZEI	AUTHORIZED SIGNATURE		DATE	
ADDRESS_							
			NAME OF AUT	THORIZED SIGN	NATORY (TYPE OR PRINT)		
PHONE NO.	FAX NO		FUNCTIONAL	TITLE OF SIGN	ATORY		
EMAIL ADD	RESS OF CONTACT PERSON						
OTHER EMA	AIL ADDRESSES		WEB SITE_				

4,200