

Instructions to Bidders

Contents

| | |
|--|----|
| 1. INTRODUCTION..... | 1 |
| 1.1 General:..... | 1 |
| 1.2 Eligible Bidders:..... | 2 |
| 1.3 Cost of Bid: | 3 |
| 2. SOLICITATION DOCUMENTS | 4 |
| 2.1 Contents of Solicitation Documents..... | 4 |
| 2.2 Bidders’ Responsibility to Inform Themselves | 4 |
| 2.3 Errors or Omissions | 5 |
| 2.4 Clarification of Solicitation Documents | 5 |
| 2.5 Amendments of Solicitation Documents | 5 |
| 2.6 Pre-Bid Meeting | 5 |
| 2.7 Site Inspection..... | 6 |
| 3. PREPARATION OF BIDS | 6 |
| 3.1 Language of the Bid..... | 6 |
| 3.2 Documents Comprising the Bid..... | 7 |
| 3.3 Export License | 7 |
| 3.4 Documents Establishing Goods’ Conformity to Solicitation Documents | 7 |
| 3.5 Bid Currencies/Bid Prices | 8 |
| 3.6 Period of Validity of Bids | 8 |
| 3.7 Bid Security | 8 |
| 4. SUBMISSION OF BIDS..... | 9 |
| 4.1 Format and Signing of Bid | 9 |
| 4.2 Sealing and Marking of Bids | 9 |
| 4.3 Deadline for Submission of Bids/Late Bids..... | 10 |
| 4.4 Modification and Withdrawal of Bids | 10 |
| 5. OPENING AND EVALUATION OF BIDS | 11 |
| 5.1 Opening of Bids | 11 |
| 5.2 Confidentiality & Briefings | 11 |
| 5.3 Clarification of Bids | 11 |

| | | |
|-----|---|--|
| 5.4 | Preliminary Examination | 12 |
| 5.5 | Conversion to Single Currency | 132 |
| 5.6 | Technical Evaluation of Bids..... | 13 |
| 5.7 | Price Comparison | 143 |
| 5.8 | Post-Qualification..... | 144 |
| 5.9 | UN Women Right to Accept or Reject Bid(s) | 146 |
| 6. | AWARD OF CONTRACT | 16 |
| 6.1 | Award Criteria | 16 |
| 6.2 | UN Women Procuring Entity’s Right to Vary Requirements at Time of Award | 176 |
| 6.3 | Notification of Award and Signing of Purchase Order | Error! Bookmark not defined. 17 |
| 6.4 | Performance Security..... | 17 |
| 6.5 | Warranties..... | 177 |
| 6.6 | Vendor Protest..... | 18 |
| 6.7 | Inter-Agency Applicability..... | 18 |

1. INTRODUCTION

1.1 General

- a) Bidders are invited to submit a bid for the goods described in the Technical Specifications, in accordance with the solicitation documents in the form of an invitation letter to the Invitation to Bid (ITB). All correspondence in relation to the ITB shall be sent to the contact address set out in the Bid Instruction Sheet (BIS) found in the invitation letter.
- b) Bidders must strictly adhere to all the requirements of the ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in the ITB may be made or assumed unless it is instructed or approved in writing by UN Women.
- c) Submission of the Bid Acknowledgement Form and submission checklist by the bidder shall deem that all obligations stipulated by the ITB will be met and, unless specified otherwise, the bidder has read, understood and agreed to all the instructions in the ITB. The bidder also confirms that any due diligence regarding the legal review and ability to comply with the UN Women General Conditions of Contract has been undertaken prior to the submission of an offer. Submission of an offer will be confirmation of accepting to sign the UN Women model of contract included herein in the event that they are recommended for contract award.
- d) Any bid submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of any bid by UN Women. No binding contract, including a process contract or other understanding or arrangement will exist between the bidder and UN Women and nothing in connection with this ITB shall give rise to any liability on the part of UN Women unless and until a contract is signed by UN Women and the successful bidder. UN Women is under no obligation to award a contract to any bidder as a result of the ITB.
- e) UN Women may, at its discretion, cancel the requirement in part or in whole.
- f) UN Women implements a policy of zero tolerance on proscribed practices, including fraud¹, corruption², collusion³, unethical practices⁴, and obstruction⁵. UN Women is committed to

¹ any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead thereby enabling a proposer to obtain a financial or other benefit or to avoid an obligation;

² offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of the Procuring UN Women Entity;

³ an arrangement between two or more proposers designed to achieve an improper purpose, including to influence improperly the actions of the Procuring UN Women Entity;

⁴ behavior that constitutes a conflict of interest, or that is contrary to the policies and requirements of doing business with UN Women, including but not limited to post-employment and gifts and hospitality provisions;

⁵ deliberately destroying, falsifying, altering or concealing of evidence material to an investigation or making false statements to investigators in order to materially impede UN Women investigation into allegations of a corrupt, fraudulent, coercive or collusive practice, and/or

preventing, identifying and addressing all acts of fraud and corrupt practices against UN Women as well as third parties involved in UN Women activities. UN Women therefore:

(i) will not award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;

(ii) 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 UN Women contract;

(iii) will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a UN Women contract;

(iv) will normally requires a UN Women vendor to allow UN Women, or any person that UN Women may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.

- g) All bidders must adhere to the [United Nation's Code of Conduct](http://www.un.org/depts/ptd/pdf/conduct_english.pdf), which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf
- h) Information relating to the examination, evaluation, and comparison of bids and the recommendation of contract award shall be treated with appropriate confidentiality. Except as otherwise set out herein, UN Women shall not disclose information to bidders or any other persons not officially concerned with such process, even after publication of the contract award.

1.2 Eligible Bidders

This ITB is open to all international and national organizations who are legally constituted, can provide the requested services, and have valid registration in their country.

Bidders should not have been engaged, directly or indirectly, in the preparation of any part of this ITB document or Annexes.

Bidder shall not be eligible to submit an offer when at the time of bid submission if:

- a) Bidder is suspended by UN Women, UNOPS, UN Global Market or the UN Procurement Division (UN/PD);
- b) Bidder has been declared ineligible by the World Bank;
- c) Bidder's name is mentioned on the lists maintained by the Security Council of individuals and entities subject to the sanctions measures by General Assembly

threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing an investigation

resolutions 1267 (1999), 1333 (2000), 1390 (2002), as reiterated in resolutions 1455 (2003), 1526 (2004), 1617 (2005), 1735 (2006), 1822 (2008), 1904 (2009), 1989 (2011) and 2083 (2012). UN 1267 is the Terrorist list issued by the Security Council that establishes a sanction regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;

- d) Bidder has any pending disputes or litigation with United Nations organizations or specialized agencies any of its member states;
- e) Bidder has engaged in any money-laundering activities i.e. taking the proceeds of criminal activity and making them appear legal. Includes, but is not limited to: any transaction involving the transfer, disbursement, transportation, transmission, or exchange of funds (including wire transfers and currency exchanges) from proceeds of criminal activity.
- f) Bidder is not legally constituted or registered under existing regulations of their country as required for doing business, and if requested by UN Women, bidder has not submitted copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the bidder; or
- g) Bidder has a conflict of interest. Bidder may be considered to have a conflict of interest with one or more parties in this solicitation process, if they are or have been engaged directly or indirectly, in preparation of any part of this ITB (including, but not limited to the design, specifications, and Annex documents)

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders shall be considered for award of contract.

Bidders are subject to compliance with the UN Global Compact's ten principles in the areas of human rights, labour, the environment and anti-corruption. A bidder may be a private, public or government-owned legal entity or any combination of them in the form of association(s) including joint ventures or consortiums with a formal intent to enter into an agreement.

UN Women encourages bid submissions from women led/owned organizations or companies with 51% or more employment of women and from developing countries/regions.

1.3 Cost of Bid

The bidder shall bear all costs associated with the preparation and submission of the bid, attendance at any pre-bid conference meetings and any oral presentations. UN procuring entities will in no case be responsible or liable for these costs, regardless of the conduct or

outcome of the solicitation. The bidder shall not in any way include these as a direct cost of the assignment.

2. SOLICITATION DOCUMENTS

2.1 Contents of Solicitation Documents

Bidders must submit bids for the total requirement, as indicated in the BIS. Partial bids will be rejected unless otherwise expressly stated in the BIS.

2.2 Bidders' Responsibility to Inform Themselves

Bidders shall be responsible to inform themselves in preparing their bids. In this regard, bidders shall ensure that they:

- a) Review the ITB to ensure they have a complete copy of all documents;
- b) Examine and fully inform themselves in relation to all aspects of the ITB, including the contract and all other documents included or referred to in the ITB;
- c) Obtain and examine all other information relevant to the project and the scope of the goods available on reasonable enquiry;
- d) Verify all relevant representations, statements and information, including those contained or referred to in the ITB or made orally during any clarification meeting or any discussion with UN Women, its employees or agents;
- e) Attend any Pre-Bid Conference Meeting that is mandatory under this ITB;
- f) Fully inform and satisfy themselves as to the requirements of any relevant authorities and laws that apply or may in the future apply to the execution of the contract; and
- g) Form their own assessment of the nature and extent of the goods requested and properly account for all the goods in their bid.

Bidders acknowledge and agree that the ITB does not purport to contain all relevant information in relation to the services and is provided solely on the basis that bidders shall be responsible for making their own assessment of the matters referred to in the ITB, including the contract.

Bidders acknowledge that they have not relied upon any information not included in this ITB, and that UN Women, its employees, and agents made no representations or warranties (express or implied) as to the accuracy, recency or completeness of this ITB or any other information provided to the bidders.

Failure to comply with the solicitation documents will be at the bidder's risk and may affect the evaluation of the bid.

2.3 Errors or Omissions

Bidders shall immediately notify UN Women in writing with full detail of any ambiguities, errors, omissions, discrepancies, inconsistencies, or other fault in any part of the ITB.

Bidders shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

2.4 Clarification of Solicitation Documents

Any request for clarification of the ITB documents must be sent in writing at the email address indicated in the BIS. UN Women will respond in writing (including an explanation of the query but without identifying the source of inquiry) to all prospective bidders via the method indicated in the BIS. Responses will be made to clarification questions received by the deadline for questions indicated in the BIS. Responses to clarification requests will be binding on all bidders.

2.5 Amendments of Solicitation Documents

At any time prior to the deadline for submission of bids, the UN Women procuring entity may, for any reason, modify the solicitation documents by amendment.

Prospective bidders will be notified in writing of all amendments to the solicitation documents. In cases where the ITB is posted on the UN Women website, all prospective bidders are requested to frequently check the UN Women procurement notices website at <http://www.unwomen.org/en/about-us/procurement>

In order to afford prospective bidders reasonable time, the UN Women procuring entity may, at its discretion, extend the deadline for the submission of bids, in accordance with [Clause 4.3, Deadline for Submission of Bids/Late Bids](#).

2.6 Pre-Bid Meeting

Unless otherwise instructed in writing by UN Women in the BIS, a pre-bid meeting will only be, at the time and place and in accordance with any instructions indicated in the BIS.

If the BIS states that a pre-bid meeting shall be mandatory, a bidder who does not attend the pre-bid meeting shall be ineligible to submit a bid under this ITB.

Information about each bidder's representatives who will attend the pre-bid meeting shall be submitted in writing to the UN Women contact as listed in the BIS, including the full name and position of each representative at least 48 hours before the pre-bid meeting is to be held.

UN Women will not issue any formal answers to questions from bidders regarding the ITB or bidding process during the pre-bid meeting. All questions shall be submitted in accordance with Article 2.4, Clarification of Solicitation Documents.

The pre-bid meeting shall be conducted for the purpose of providing background information only. Without limiting this clause, bidders shall not rely upon any information, statement or representation made at the pre-bid meeting unless that information, statement or representation is confirmed by UN Women in writing.

UN Women shall prepare minutes of the pre-bid meeting and shall communicate them in writing (in the form indicated on the BIS) to all bidders who received the solicitation documents from UN Women shortly after the pre-bid meeting.

2.7 Site Inspection

If required in the BIS, bidders participating in a site inspection shall be responsible for:

- Arranging for and wearing any necessary personal protective equipment, including at a minimum: safety helmets, boots and reflective vests; and
- Making, and obtaining, any visa arrangements that may be required for the bidders to attend the site inspection.

Prior to attending a site inspection, bidders shall execute an indemnity and a waiver form releasing UN Women from any liability that may arise from:

- loss of or damage to any real or personal property;
- personal injury, disease or illness to, or death of, any person; or
- financial loss or expense, arising out of the carrying out of that site inspection; and
- transportation by UN Women to the site (if provided), as a result of any accidents or malicious acts by third parties.

3. PREPARATION OF BIDS

3.1 Language of the Bid

The bids and all correspondence and documents relating to the bids shall be written in the **English language**, or as otherwise indicated in the Bid Instruction Sheet (BIS). Any printed literature furnished by the bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages. In this case, for purposes of interpretation of the bid, the **English Translation** shall govern.

3.2 Documents Comprising the Bid

The bid must comprise of the following documents:

- (a) See Annex 9, Submission Checklist. Bids that are missing significant required documents may be rejected.
- (b) In case of a Joint Venture (JV):
 - A duly filled form under Annex 3 for Joint Venture Partner Information shall be included in the bid,
 - All parties to the JV shall be jointly and severally liable, and
 - The JV shall nominate a representative who shall have the authority to conduct all businesses on behalf of any and all the parties of the JV during the bidding process; and in the event the JV is awarded the contract, during the contract execution.

3.3 Export License

Goods are for the benefit of the government under UN Women's development assistance framework and goods purchased will normally be transferred to the national partners, or to an entity nominated by it, in accordance with UN Women's policies and procedures.

The bidder/vendor shall include in their bid:

- (a) A statement whether any import or export licenses are required with respect to the goods to be purchased or service to be rendered including any restrictions on the country of origin, use/dual use nature of goods, including distribution to end users;
- (b) Confirmation that he has obtained licenses of this nature in the past and have an expectation of obtaining all the necessary licenses should their bid be successful.

3.4 Documents Establishing Goods' Conformity to Solicitation Documents

The bidder shall furnish any necessary supplemental documents that establish the conformity of all goods which the bidder proposes to supply under the contract, as specified in the requirements and technical specifications of the solicitation.

The documentary evidence of conformity to the solicitation documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the goods;

- (b) 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 for a period to be specified in the Bid Instruction Sheet (BIS), following commencement of the use of the goods.

Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by UN Women in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to UN Women's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

3.5 Bid Currencies/Bid Prices

All prices shall be quoted in US dollars or any other convertible currency. The bidder shall indicate the unit prices on the appropriate financial bid (where applicable) and total bid price of the goods it proposes to supply under the contract.

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. <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/>

3.6 Period of Validity of Bids

Bids shall remain valid for either sixty (60), ninety (90), or one hundred twenty (120) days, as indicated in the solicitation documents, after the date of bid submission prescribed by the UN Women procuring entity. A bid valid for a shorter period may be rejected by the UN Women procuring entity on the grounds that it is non-responsive.

In exceptional circumstances, the UN Women procuring entity may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify its bid.

3.7 Bid Security

- (a) The bidder shall furnish a bid security to the UN Women procuring entity in the amount indicated in the BIS.
- (b) The bid security is to protect the UN Women procuring entity against the risk of the bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 3.7(g) below.
- (c) The bid security shall be denominated in the currency of the purchase order or in a freely convertible currency and shall be in one of the following forms:

- i. Bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the UN Women procuring entity's country or abroad, and in the form provided in these solicitation documents, or,
 - ii. Cashier's cheque, or certified cheque.
- (d) Any bid not secured in accordance with Clauses 3.7 a) and 3.7 c) above will be rejected by the UN Women procuring entity as non-responsive pursuant to clause 5.4.
- (e) An unsuccessful bidder's bid security will be discharged or returned. Unsuccessful bidders shall organize with UN Women to collect their bidder security.
- (f) The successful bidder's bid security will be discharged or returned upon the bidder signing the purchase order, pursuant to clause 4.1 of Instructions to bidders, and furnishing the Performance Security, pursuant to clause 6.4 of Instructions to Bidders.
- (g) The bid security may be forfeited:
 - 1) If a bidder withdraws its offer during the period of the bid validity specified by the bidder on the Bid Submission Form, or,
 - 2) In the case of a successful bidder, if the bidder fails:
 - i. to sign the purchase order in accordance with Clause 6.3 of Instructions to Bidders, or,
 - ii. to furnish Performance Security in accordance with Clause 6.4 of Instructions to Bidders.

4. SUBMISSION OF BIDS

4.1 Format and Signing of Bid

The bid shall be typed or written in indelible ink and 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 which case such corrections shall be initialed by the person or persons signing the bid.

4.2 Sealing and Marking of Bids

The bidder shall submit bids via paper mail or email option as detailed below:

- **Mail/Courier/Personal Delivery:**

The bidder shall seal the original copy of the bid in an envelope and address and mark it as below:

UN WOMEN

Address

City, Country

Attn: Bid Opening Committee

“ITB Ref #: _____”

NOT TO BE OPENED BEFORE *(Insert Bid submission deadline date)*

- **E-mail Option**

Your bid (in PDF format, free from any form of virus or corrupted contents) must be signed and stamped in all relevant places and submitted to UN Women secure bid e-mail address indicated in the BIS, with subject line of email as:

“ITB REFERENCE. #: TITLE OF SOLICITATION COMPANY NAME”

4.3 Deadline for Submission of Bids/Late Bids

Bids must be received by the UN Women procuring entity at the address specified in the BIS before the date and time of the deadline. It shall be the sole responsibility of the bidders to ensure that their bid is received before the deadline. Bidders are reminded that it can take some time to transmit the files via e-mail so they should submit their bids well before the deadline.

The UN Women procuring entity may, at its discretion, extend this deadline for the submission of the bids by amending the bidding documents by written notice. Deadlines set are strict and absolute. Late bids will be rejected and automatically disqualified from consideration. It will be the bidder’s responsibility to collect any hard copies of their bids within a specified period of business days if they wish to do so. Late bids are any submissions that are time stamped as received after the deadline.

4.4 Modification and Withdrawal of Bids

The bidder may withdraw or modify/correct its bid after submission, provided that written notice of the withdrawal or modification is received by the procuring UN Women entity prior to the deadline prescribed for submission of bids.

A bidder’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause 4.2 Sealing and Marking of Bids. The withdrawal notice may also be sent by e-mail, but must be followed by a signed confirmation copy.

No bid may be modified subsequent to the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Submission Form.

5. OPENING AND EVALUATION OF BIDS

5.1 Opening of Bids

UN Women will open bids in the presence of a Bid Opening Committee formed in accordance with its regulations, policies and procedures.

5.2 Confidentiality & Briefings

Information relating to the examination, evaluation, comparison and post-qualification of bids and the recommendation of contract award shall be treated with strict confidentiality. UN Women shall not disclose this confidential information to bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Disclosure of awards will be made transparent to the general public through the posting of Notice of awards to the UN Women website, for awards valued at USD \$100,000 and above. The information posted will contain the following:

- Name of contractor;
- Beneficiary country;
- Contract amount in USD; and
- A general description of contract

Generally, UN Women does not offer a detailed debrief to involved unsuccessful bidders on any tender exercise. However, in the case of high-value or highly complex contracts, a debriefing request may be made by an unsuccessful bidder. Debriefings shall be made through a written letter and is limited to award information as listed above and an overview of any deficiencies or weaknesses in the bidder's submission.

To reiterate, any information related to other bidders (including financial/cost pricing, technical information) and evaluation shall not be revealed. Determination for granting debriefings is at the discretion of UN Women.

Any effort by a bidder to influence UN Women in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid. Notwithstanding this instruction, from the time of bid opening to the time of contract award, if any bidder wishes to contact UN Women on any matter related to the bidding process, it should do so in writing.

5.3 Clarification of Bids

To assist in the examination, evaluation and comparison of bids, UN Women may, at its discretion, ask the bidder for clarification of its bid (without material deviation, reservation, or omission). The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

Bids with a material deviation, reservation, or omission include bids that:

- a) affect in any substantial way the scope, quality, or performance of the requested goods and any ancillary services in the ITB; or,
- b) propose to limit in any substantial way the rights and obligation of the parties; or,
- c) if rectified, would unfairly affect the competitiveness of other bids.

Clarification requests do not signify as an intent to award to that bidder. Bids may still be rejected after clarifications are received if the information is not sufficient for technical requirements or pricing data.

5.4 Preliminary Examination

Prior to the detailed evaluation, UN Women will perform a preliminary examination of the bids. UN Women may reject any bid during the preliminary examination which does not comply with the requirements set out in this ITB, without further consultation with the bidder, including in cases where:

- a) The bid is incomplete or generally out of order (i.e., does not include all required information and documents as specified in the BIS), frivolous, or contains material deviations from or reservations to the ITB including any documentation contained therein;
- b) The bidder is not eligible as per Clause 1.2 Eligible Bidders;
- c) The bid documents have not been duly signed and/or not signed on the relevant signature-blocks;
- d) The validity of the bid is not in accordance with the requirements of the ITB Clause 3.6 Bid Validity Period;
- e) The Bid Security is not submitted or does not meet requirements, (if required);
- f) Bidder failed to attend a Pre-Bid meeting, if mandatory;
- g) Bids and modifications submitted was to any other address or location, or copied to an e-mail address other than the address specified on the BIS;
- h) Bid was sent via the correct route after having been sent incorrectly.
- i) Bid(s) are late.

The procuring entity will determine the technical responsiveness of each bid to the Invitation to Bid (ITB). A technically responsive bid is one which conforms to all the terms and conditions of the ITB without material deviations. Determination of responsiveness is based on the contents

of the bid itself without recourse to the extrinsic evidence. A bid determined as not technically responsive will be rejected by the UN Women procuring entity and may not subsequently be made responsive by the bidder by correction of the non-conformity.

5.5 Conversion to Single Currency

To facilitate fair and standardized comparison when evaluating price(s), the UN Women procuring entity will convert all bid pricing expressed in various currencies to US dollars at the official UN exchange rate on the last day for submission of bids. (Also, see 3.5 Bid currencies/prices).

5.6 Technical Evaluation of Bids

- Technical evaluations of bids will be by the following basis: Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements;
- Compliance with instructions and guidelines of the ITB including required submissions and acceptance of UN Women General Conditions for Goods also accessible through this link <http://www.unwomen.org/~media/commoncontent/procurement/unwomen-generalconditionsofcontract-goods-en.pdf>;
- Compliance with start-up, delivery or installation deadlines set by the UN Women procuring entity;
- Demonstrated ability to comply with critical provisions such as execution of the purchase order by honoring the tax-free status of the UN;
- Demonstrated ability to honor important responsibilities and liabilities allocated to supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).
- Proof of after-sales service capacity and appropriateness of service network.
- If applicable, the demonstrated ability to send samples of several or all of the goods, sizes, types and/or colors offered to UN Women via an international air courier service.
 - **The cost for sending the samples will be at the charge of the bidder(s).**
 - The samples submitted by bidders must be of the same standard and quality as the products which have been quoted for, and which will be supplied in the event of a purchase order being issued.
 - Samples submitted will be considered for quality evaluation. The quality of the final products supplied by the selected bidders must be identical or superior to the samples sent by the corresponding bidder. Samples allow an additional level of evaluation for items that may have high visibility for UN Women in the public.
 - Samples will typically be due with the return of bid documents in response to an ITB or a clearly stated deadline for delivery.

5.7 Price Comparison of Bids

UN Women shall compare all technically responsive bids to determine the lowest priced responsive offer.

- Evaluation of the bid will be done by item.
- Arithmetical and computational errors shall be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between written words and figures the amount in written words will prevail.
- Bid comparison will be made on the total cost, delivered to final destination. UN Women 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 of freight prices of bidders being found less competitive than rates offered by freight forwarders, UN Women 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 UN Women.

5.8 Post-Qualification

UN Women shall determine, to its satisfaction, whether the bidder that is selected with the lowest evaluated price and technically compliant bid is qualified as a company or organizational entity to perform the contract satisfactorily.

The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder as indicated in the BIS.

An affirmative determination shall be a prerequisite for award of the contract to the bidder. A negative determination shall result in disqualification of the bid, in which event UN Women shall proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

(a) Financial Requirements

The bidder shall furnish documentary evidence that it meets the following financial requirement(s):

| Required Financial Document | Details |
|--|--|
| Balance Sheet, covering last two (2) years, recorded & filed from an independent audit | Figures will be evaluated to ensure the Liquidity ratio (current assets/current liabilities) over the last 2 years is equal or greater than 1. |
| Profit-and-Loss Sheet, covering last two (2) years, | Figures will be evaluated to ensure the Profitability/Turnover ratio, the profit margin (profit |

| | |
|--|--|
| recorded & filed from an independent audit | before interest and taxes X 100/Sales Revenue is greater than 0. |
|--|--|

(b) Experience and Technical Capacity

The bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s) if it is indicated as required per the BIS:

| Required Technical Document | Referenced in ITB |
|--|--|
| ISO certificate copy: The certificate must be valid and established by an internationally recognized inspection company. Quality certification systems equivalent to the relevant ISO standard will be considered. The offered products must be from a manufacturer adhering to the relevant ISO quality system standards as described in the BIS. | ii. Bidder Information Form |
| Production Capacity Data: Bidders shall furnish data to support that they have the production capacity to perform the contract and complete delivery of the supplies within the stipulated delivery period. | ii. Bidder Information Form |
| Past Performance Information: Details of experience and past performance of the bidder on product offered and on those of similar nature within the past 5 (five) years and details of current contracts in hand and other commitments. | vi. Past Performance Statement Form |
| Export and Manufacturer/Supplier License Information: statement of whether any import/export licenses are required for goods/services and if there are any restrictions; and confirmation of whether similar licenses have been obtained in the past and whether they were successfully implemented. If a bidder is offering goods they did not manufacture or otherwise produce, the bidder must provide documentation that they have been duly authorized by the manufacturer or producer as one of their official suppliers for the country of final destination. | ii. Bidder Information Form |
| No Adverse Action Confirmation: Written confirmation from the bidder that they have neither been suspended by the UN system nor debarred by the World Bank group. If no instance of previous past performance has resulted into adverse actions this should be clearly indicated in the bidder's bid. | vii. No Adverse Action Confirmation Form |

Notwithstanding anything stated above, UN Women reserves the right to assess the bidder's capabilities and capacity to execute the contract satisfactorily before deciding on award. For example, inspecting 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.

Even though the bidders meet qualifying criteria, they are subject to be disqualified 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, adverse judgements or awards, financial failures, etc.

5.9 UN Women Right to Accept or Reject Bids

UN Women reserves the right to accept or reject any bid, to annul the solicitation process and reject all bids at any time prior to entering into a contract, without thereby incurring any liability to the affected bidder(s) or any obligation to provide information on the grounds for the purchaser's action.

6. AWARD OF CONTRACT

6.1 Award Criteria

The UN Women procuring entity will issue a contract to the lowest priced technically qualified bidder.

UN Women is not bound to select any of the firms submitting bids. UN Women reserves the right to accept or reject any bid, and to cancel the solicitation process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to provide information on the grounds for the UN Women procuring entity's action.

A contract may be awarded to the firm/organization whose bid offers best value for money (the lowest-priced technically-responsive bid). Due consideration will be given to the general principles of UN Women procurement, including economy and efficiency.

The contract may be awarded for one or more lots/items listed under **Annex XX** of the bidding forms at the discretion of UN Women. Therefore, bidders should indicate any price/quantity restrictions associated with their offer in case of award for limited number of items/lots listed under **Annex XX**. If negotiations have been entered into, or interview and/or background check is conducted by UN Women, the award is also subject to successful completion of negotiations, background check and/or interview. The successful completion of negotiations, background check and/or interview does not constitute an award of contract.

It is UN Women's intention to issue the contract as presented herein the ITB documents. Therefore, bidders should ensure any due diligence regarding the legal review and ability to comply with

contract terms and conditions is undertaken prior to the submission of your bid. Submission of a bid will be confirmation of accepting UN Women contract included herein.

6.2 UN Women Procuring Entity's Right to Vary Requirements at Time of Award

The UN Women reserves the right to vary, at the time of contract award, the quantity specified in the ITB by a maximum of twenty five percent (25%), without any change in unit price or other terms and conditions. If there is any restriction associated with the quantity, the proposer must clearly state such restrictions and any price variation in their financial offer.

6.3 Notification of Award and Signing of the Purchase Order

Prior to the expiration of the period of bid validity, the UN Women procuring entity will send the successful bidder the purchase order, which will constitute as a notification of award.

After the award is concluded and the decision is made, UN Women will furnish the winning bidder(s) with a contract. Within 5 calendar days of receipt of the contract from UN Women, the successful bidder(s) shall sign, date and return the signed contract to UN Women; failure to which UN Women shall withdraw the award, reject the offer and may launch a new solicitation process or proceed to select other bidder(s).

6.4 Performance Security

If performance security is required, the following specifications must be fulfilled:

- a) Within ten (10) calendar days of receipt of the purchase order copy and the successful bidder shall furnish a performance security to the UN Women procuring entity in the amount indicated in the BIS.
- b) The performance security shall be valid until a date 30 days from the date of issuance of a satisfactory certificate of inspection and testing by the procuring UN entity.
- c) The proceeds of the performance security shall be payable to the UN Women procuring entity as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- d) The performance security shall be denominated in the currency of the purchase order and shall be in one of the following forms: a bank guarantee or irrevocable letter of credit (issued by a reputable bank that is located in the UN Women procuring entity's country or abroad). The performance security form provided in these solicitation documents shall include this information.

The performance security will be returned to the supplier within 30 days of certification of successful delivery, inspection and acceptance of goods.

Failure of the successful bidder to comply with the requirement above or clause 6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security

if any, in which event the UN Women procuring entity may make the award to the next lowest evaluated bidder or solicit for new bids.

6.5 Warranties

To ensure the quality of goods, the bidder may be required to provide warranties on the goods, as indicated in the BIS.

6.6 Vendor Protest

UN Women's vendor protest procedure provides an opportunity for appeal to bidder(s) who believe that they were not treated fairly. This link (<http://www.unwomen.org/en/about-us/procurement/vendor-protest-procedure>) provides further details regarding UN Women's vendor protest procedures.

Bidders, their subsidiaries, agents, intermediaries and principals must cooperate with the Office of Internal Oversight Services (OIOS) of the United Nations, UN Women Internal Audit and Investigations Group (IAIG) as well as with other investigations authorized by the Executive Director and with the UN Women Ethics Office 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 bidder; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UN Women to repudiate and terminate the contract, and to debar and remove the supplier from UN Women's list of registered suppliers.

6.7 Inter-Agency Applicability

In the event of UN Women signing a Long Term Agreement (LTA), the contractor agrees that the LTA is non-exclusive. UN Women is free to share the LTA with other UN agencies for their use in direct ordering.

[Country offices may wish to specifically list which UN system agencies that the LTA will effectively be open to, <http://www.unsceb.org/directory>]