



09 May 2019

REQUEST FOR PROPOSAL (RFP)

RFP Number UNFPA/UGA/RFP/19/002

For the establishment of a

CONTRACT FOR PROFESSIONAL SERVICES

In regards to

CONSULTANCY SERVICES FOR THE DEVELOPMENT OF A COMPREHENSIVE COSTED STRATEGY ON THE INSTITUTIONALISATION OF A SPECIALIZED SEXUAL AND GENDER BASED VIOLENCE DIVISION OF THE HIGH COURT

LETTER OF INVITATION

Dear Sir/Madam,

1. The United Nations Population Fund (UNFPA), an international development agency, is seeking qualified Bids for the provision of Consultancy services for the development of a comprehensive costed strategy on the institutionalisation of a specialised sexual and gender based violence division of the high court. Your company is hereby invited to submit your best Technical and Financial Bids for the requested services. Your Bid could form the basis for a contract for professional services (CPS) between your company and UNFPA.
2. To enable your company to submit a Bid, please read the following attached documents carefully:

Section I:	Instructions to Bidders
Section II:	Terms of Reference
Section III:	UNFPA General Conditions of Contract
Section IV:	UNFPA Special Conditions of Contract
Section V:	Supplier Qualification Requirements
Section VI:	Bid and Returnable Forms
Section VII:	Contractual Forms

3. The Bid process will be conducted through a TWO-envelope system. Interested Bidders are requested to submit their Technical Bid *separately* from their Financial Bid containing price information. Specific instructions for the submission can be found Section I – Instructions to Bidders, clause 18 Submission, Sealing and Marking of Bids.
4. Bidders are requested to carefully read Section I – Instructions to Bidders, clause 19 Submission, Sealing and Marking of Bids, where detailed instructions of the submission process are provided. It is the Bidder's responsibility to assure compliance with the submission process. If the envelopes or emails are not marked / submitted per the instructions, UNFPA will neither assume responsibility



for the bid's misplacement or premature opening nor guarantee the confidentiality of the Bid process. Incorrect submissions might result in your Bid being declared invalid.

All Bids comprising of Technical and Financial parts should reach the below and corresponding addresses no later than *23 May 2019, at midday, Kampala time¹*:

As you submit your Bid in hard copy, your Technical Bid and Financial Bid should be submitted in separate, sealed envelopes in accordance to clause 19.2 Submission of hard copy Bids, and should be delivered to the following address:

United Nations Population Fund

*Plot 12A, Baskerville Avenue, Kololo
Kampala, Uganda*

5. Bids received after the stipulated date and time will be rejected.
6. Bidders are asked to acknowledge receipt of this RFP using the Bid Confirmation Form SECTION VI – ANNEX A: BID CONFIRMATION FORM. A completed Form should be e-mailed to: Karuhanga Egidius, Procurement Officer at karuhanga@unfpa.org no later than *20 May 2019* and indicate whether or not a Bid shall be submitted. Bidders that will not submit a Bid are kindly asked to indicate the reason(s) for not bidding on the Bid Confirmation Form to help UNFPA improve its future Bid exercises.
7. Any questions relating to the Bid process and/or to the attached documents shall be sent to: *Karuhanga Egidius, Procurement Officer* at email: karuhanga@unfpa.org.

Responses to all questions received will be handled in accordance to the instructions included in Section I - Instructions to Bidders, clause 8 Clarifications of solicitation documents. Do not submit a Bid to this contact, or your Bid will be declared invalid, as UNFPA will not be able to guarantee the confidentiality of the Bid process.

8. UNFPA posts all Bid notices, clarifications and results in the United Nations Global Marketplace; hence, we strongly encourage Bidders to register on [UNGM](http://www.ungm.org). The UNGM is the procurement portal of the United Nations system. By registering on UNGM, suppliers become part of the database that UN buyers use when searching for suppliers. The link describes the registration process: <https://www.ungm.org/Public/Pages/RegistrationProcess>.

Suppliers can also access all UN Bids online and, by subscribing to the Tender Alert Service, suppliers can be automatically notified via email of all UN business opportunities that match the

¹ <http://www.timeanddate.com/worldclock/city.html?n=69>



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.

9. UNFPA looks forward to receiving your Bid and thanks you in advance for your interest in UNFPA procurement opportunities.

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

Yours sincerely,

Karuhanga Egidius
Procurement Officer
UNFPA, Uganda

Process reviewed and approved by:

Abilio Alfeu,
Operations Manager
UNFPA Uganda



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SECTION I: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. General

- 1.1. UNFPA's Uganda Country Office wishes to establish a contract for professional services with a qualified supplier(s) for the provision of Consultancy services for the development of a comprehensive costed strategy on the institutionalisation of a specialised sexual and gender based violence division of the high court in support of UNFPA's *Programmes*.
- 1.2. As a result of this competitive Bid process, UNFPA plans to sign a Contract for Professional Services with a lead supplier.
- 1.3. In the event of UNFPA signing a contract the following shall apply:
- 1.4. The contract template specified in SECTION VII – ANNEX A: TEMPLATE OF CONTRACT FOR PROFESSIONAL SERVICES, shall be used.

2. Eligible Bidders

- 2.1. This Bidding process is open to all legally-constituted companies that can provide the requested *services* and have legal capacity to perform in the country, or through an authorized representative.
- 2.2. Bidders and all parties constituting the Bidder may hold any nationality.
- 2.3. Bidders must not have a conflict of interest in order to be considered eligible. Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
 - 2.3.1. Are, or have been associated in the past, with a company or any of its affiliates that have been engaged by UNFPA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods and/or services to be purchased under this Bid.
 - 2.3.2. Submit more than one Bid in this Bidding process, except for alternative Bids accepted under instructions to Bidders clause 18 is not permitted. However, this does not limit the participation of subcontractors in more than one Bid.
 - 2.3.3. Any Bidder that is uncertain as to whether the situation it is in constitutes a conflict of interest must disclose the situation to UNFPA and seek UNFPA's guidance.
 - 2.3.4. The following information must be disclosed in the Bid:
 - 2.3.4.1. Bidding entities whose owners, part-owners, officers, directors, controlling shareholders, or key personnel are immediate family of UNFPA staff involved in procurement functions and/or of any government official of the beneficiary



- country and/or of any Implementing Partner (IP) receiving the goods and/or services under this RFP; and
- 2.3.4.2. Any other situation that could potentially lead to actual or perceived conflict of interest, collusion, or unfair competition practices.
 - 2.3.4.3. Failure to disclose the information above may result in rejection or disqualification of the Bid or of the award resulting of the Bid process.
- 2.4. Bidders under declaration of ineligibility by UNFPA in accordance with clause 2 at the time of contract award will be disqualified. Bidders are not eligible to submit a Bid if at the time of Bid submission they are:
- 2.4.1. Listed as suspended or removed by the United Nations Procurement Division (UNPD);
 - 2.4.2. Declared ineligible by other organizations of the United Nations through the disclosure of the ineligibility or listing as suspended on [United Nations Global Marketplace \(UNGM\)](#) as a result of having committed fraudulent activities;
 - 2.4.3. Included on the [UN 1267 list](#) issued by the Security Council resolution 1267 that establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;
 - 2.4.4. Debarred by the World Bank Group in accordance with the [WB Listing of Ineligible Firms & Individuals](#) and the [WB Corporate Procurement Listing of Non-Responsible Vendors](#).
- 2.5. All Bidders must adhere to the UN Supplier Code of Conduct, which may be found by clicking on [UN Supplier Code of Conduct](#).
- 2.6. Accordingly, any company that is found to have undertaken unethical, unprofessional, or fraudulent activities, as defined in clause 4, will be temporarily suspended or permanently debarred from business relations with UNFPA
- 2.7. Bids may be submitted by a Joint Venture (JV). In the case of a JV:
- 2.7.1. The completed Joint Venture Partner Information Form, **Error! Reference source not found.**, must be included with the Bid; and
 - 2.7.2. All parties to the JV shall be jointly and severally liable; and
 - 2.7.3. The JV must nominate a Representative, who will have the authority to conduct all businesses for and on behalf of all parties of the JV during the Bidding process, and, if the JV is awarded a contract, during the validity of the contract.



3. Cost of Bid

- 3.1. Bidder will bear all costs associated with the preparation and submission of the Bid(s), and the procuring UN entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bid.

4. Fraud and Corruption

- 4.1. UNFPA's Policy regarding fraud and corruption is available by clicking on [Fraud Policy](#) and applies fully to this Bid. Submission of any Bid implies that the Bidder is aware of this Policy.
- 4.2. UNFPA is committed to preventing, identifying, and addressing all acts of fraud against UNFPA, as well as against third parties involved in UNFPA activities. To this effect, UNFPA has developed an Anti-Fraud Policy with the aim to raise awareness of fraud risks, implement controls to prevent fraud, and establish a procedure to detect fraud and to enforce the Policy.
- 4.3. UNFPA requires that Bidders, suppliers, and contractors and their subcontractors observe the highest standards of ethics during the procurement and execution of UNFPA contracts.
- 4.4. Pursuant to this Policy, UNFPA defines the terms set forth as follows:
 - 4.4.1. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - 4.4.2. "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;
 - 4.4.3. "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - 4.4.4. "Coercive practice" 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;
 - 4.4.5. "Obstructive practice" means acts intended to materially impede the exercise of UNFPA's contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNFPA investigation into allegations of fraud and corruption.
 - 4.4.6. "Unethical practice" means conduct or behavior that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority and harassment
- 4.5. UNFPA will reject to award a contract if it determines that a Bidder recommended for award has engaged in corrupt, fraudulent, collusive, coercive, obstructive or unethical practices while competing for the contract in question;



- 4.6. UNFPA will declare a supplier ineligible, either indefinitely or for a stated period of time, to be awarded a UNFPA contract/agreement if at any time it determines that the supplier has engaged in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices in competing for, or in executing, a UNFPA contract/agreement.
- 4.7. Any supplier participating in UNFPA's procurement activities must provide all required documents, records, and other elements to UNFPA personnel upon first request to facilitate any investigation of allegations of misconduct by either suppliers or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the supplier from the UNFPA supplier roster and may lead to suspension following review by UNFPA.
- 4.8. Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the UNFPA Office of Audit and Investigations Services as well as with any other oversight entity authorized by the Executive Director and with the UNFPA Ethics Advisor 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; as well as 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 Agreement, and to debar and remove the supplier from UNFPA's list of registered suppliers.
- 4.9. A confidential Anti-Fraud Hotline is available to any Bidder to report suspicious fraudulent activities at [UNFPA Investigation Hotline](#)

5. Zero Tolerance

- 5.1. UNFPA has adopted a zero tolerance policy on gifts and hospitality. Bidders are therefore requested not to send gifts or offer hospitality to UNFPA personnel. If interested on reading further on this policy, please select [Zero Tolerance Policy](#).

6. Disclaimer

- 6.1. Should any of the links malfunction or are inaccessible for any reason in this Request for Proposal or any of its Annexes, suppliers can contact the Procurement Official referenced below in clause 8 and request for them to share a PDF version of such document(s).

B. SOLICITATION DOCUMENTS

7. UNFPA Bidding document

- 7.1. This RFP document is posted on <https://uganda.unfpa.org/en/submission/consultancy-services-development-comprehensive-costed-strategy-institutionalisation>
- 7.2. Bidding documents consist of the following:



Section I:	Instructions to Bidders
Section II:	Terms of Reference
Annex A:	Instructions for Preparing Technical Bid
Section III:	UNFPA General Conditions of Contract
Section IV:	UNFPA Special Conditions of Contract
Section V:	Supplier Qualification Requirements
Section VI:	Bid and Returnable Forms
Annex A:	Bid Confirmation Form
Annex B:	Bid Submission Form
Annex C:	Bidder Identification Form
Annex D:	Bidder's Previous Experience
Annex E:	Price Schedule Form
Annex F:	Joint Venture Partner Information Form
Annex G:	Checklist of Bid Forms
Section VII:	Contractual Forms
Annex A:	Template of Proposed Contract for Professional Services

7.3. Bidders are expected to examine all instructions, forms, Terms of Reference, terms and conditions contained within this Bid document. Failure to comply with these documents shall be at the Bidder's risk and may affect the evaluation of the Bid or result in the rejection of the Bid.

7.4. Bidders are cautioned to read Section II – Terms of Reference, as there may be special requirements. The requirements presented herein are not to be construed as defining a particular service provider's service. Bidders are encouraged to advise UNFPA if they disagree.

7.5. The requirements included in this document are the minimum requirements of the services solicited. Services offered in the Bid must meet or exceed all requirements herein.

8. Clarifications of bidding documents

8.1. Bidders requiring clarification to the Bid process and /or to the Bid documents may be addressed in writing to:

Karuhanga Egidius, Procurement Officer at karuhanga@unpa.org

Bidders should **NOT** submit any Bid to this contact or your Bid will be declared invalid, as UNFPA will not be able to guarantee the confidentiality of the Bidding process.

Bidders may request clarifications no later than *17 May 2019*, at 12.00 noon, Kampala time.



UNFPA will respond in writing to any requests for clarification received prior to the deadline and will circulate the answers (including an explanation of the requests without identifying the sources) to all prospective Bidders that have received the Bid documents. UNFPA will respond to requests for clarifications as soon as possible. However, delays in UNFPA's response will not oblige UNFPA to extend the Bid submission deadline. UNFPA may extend the deadline in specific cases UNFPA deems justified and necessary.

9. Amendments to Bidding documents

- 9.1. At any time prior to the Bid submission deadline, 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 issuing an amendment.
- 9.2. UNFPA shall post all amendments under the original notice. All prospective Bidders that have received the Bidding documents shall periodically check if amendments have been posted.
- 9.3. To give prospective Bidders reasonable time to take the amendments into account, UNFPA may, at its discretion, extend the Bid submission deadline.

C. PREPARATION OF BIDS

10. Language of the Bid

- 10.1. Bid documents and all related correspondence will be written in English.
- 10.2. Any printed literature furnished by a prospective Bidder written in a language other than the language indicated must be accompanied by a translation in the preferred language indicated above. For the purpose of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language indicated above shall govern. The sole responsibility for translation and the accuracy thereof shall rest with the Bidder.

11. Bid currency and prices

- 11.1. All prices shall be in Uganda Shillings (UGX) or any other convertible currency.
- 11.2. The Bidder shall indicate on the Price Schedule Form in accordance to
- 11.3.
- 11.4.
- 11.5. SECTION VI – ANNEX E: PRICE SCHEDULE FORM the unit of measure, the unit price and total Bid price of the services it proposes to supply under the contract.



12. Conversion to single currency

12.1. To facilitate evaluation and comparison, the procurement official will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable to Ugx at the [UN Operational Rate of Exchange \(UNORE\)](#) on the last day for submission of Bids.

13. Most favored pricing

13.1. By submitting a Bid, the Bidder certifies that the same services have not been offered to other customers under similar circumstances at a lower cost. Should a Bidder be found to have done so, it must offer the lower cost to UNFPA.

14. Validity of Bids

14.1. Bids must remain valid for *60 days of the services to be procured* after the Bid submission deadline. UNFPA will consider Bids with shorter validity as not substantially responsive and reject them. Under special circumstances, UNFPA may request Bidders to extend the validity of their Bids. Requests for validity extension will be made in writing.

D. SUBMISSION OF BIDS

15. Documents establishing eligibility and conformity to Bid documents

15.1. Evidence of conformity of the services to the Bidding documents may include the following documentation as described in clauses 16 Technical Bid and 16.1.6 Financial Bid, to be completed and returned in hard copies.

15.2. Submission of a Bid that does not substantially respond to the UNFPA Bid document in every respect shall be at the Bidder's risk and may result in a rejection of the Bid.

All required documents returned with the Technical Bid should be submitted in PDF version. The Financial Bid should be submitted both in PDF version and Excel version.

16. Technical Bid

16.1. Documents establishing the eligibility of the Technical Bid:

16.1.1. Completed and signed Bid Submission Form; SECTION VI – ANNEX B: BID SUBMISSION FORM, in PDF format. Note: if the bid submission form is not submitted or not signed, and provided the bidder has not indicated they do not accept any of the conditions required in this form, UNFPA shall consider that the bidder has accepted all such conditions. For the sake of good order, at the time of bid evaluation UNFPA will request the bidder to provide the signed Bid Submission Form.



- 16.1.2. Completed Bidder Identification Form; SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM in PDF format.
- 16.1.3. Completed Bidder's Previous Experience; SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE in PDF format.
- 16.1.4. Technical Bid, including documentation to demonstrate that the Bidder meets all requirements. The Technical Bid should be presented concisely and structured to include but not necessarily be limited to the information listed in **Error! Reference source not found.** in PDF format
- 16.1.5. Supporting documents/information per the Supplier Qualification Requirements;



16.1.6. SECTION V: SUPPLIER QUALIFICATION REQUIREMENT

16.1.7. Copy of last three years of audited financial statements.

17. Financial Bid

17.1. Bidders must complete the Price Schedule Form in accordance to

17.2.

17.3.

17.4. SECTION VI – ANNEX E: PRICE SCHEDULE FORM – signed version. The separate Financial Bid must contain a quotation in a single currency, itemizing all services to be provided.

17.5. Please consider the following information when completing the Price Schedule Form:

17.5.1. The Price Schedule Form must provide a detailed cost breakdown, as shown in

17.5.2.

17.5.3.

17.5.4. SECTION VI – ANNEX E: PRICE SCHEDULE FORM. Bidders are required to provide separate figures for each of the steps for each item.

17.5.5. Estimates for out of pocket expenses should be listed separately. Where installation, commissioning, training or other similar services are required to be performed by the Bidder, the Bidder shall include the prices for these services broken down into itemized prices.

17.5.6. All prices/rates Bid must be exclusive of all taxes, since UNFPA is exempt from taxes. The applicable unit of measure should be clearly indicated.

17.5.7. Submit this Financial Bid in a separate envelope from the rest of the Technical Bid.

18. Partial & Alternative Bids

18.1. Partial Bids are not allowed under this RFP. UNFPA reserves the right to select and accept a part or parts of any Bid.

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

18.2.1. All bids marked alternative bids will be rejected and only the base bid will be evaluated.

18.2.2. All bids will be rejected if no indication is provided as to which bids are alternative bids.

19. Submission, sealing, and marking of Bids

19.1. The Bid process shall be conducted through a TWO-envelope system. Interested Bidders are requested to submit their Technical Bid separately from their Financial Bid containing price information.



19.1.1. Hard copy Bids may be delivered personally, by mail, or by courier in accordance with the guidelines provided in clause.

19.2. Submission of hard copy Bids

19.2.1. Bidders must prepare one Original set of all Bid documents; In addition to the hard copy; Bidders should enclose their Bid documents in a USB or CD containing an electronic version of the Bid. In the event of a discrepancy between the electronic and the hard copy version, the hard copy document will govern. Please assure to use separate media (USB or CD) for the Technical Bid and Financial Bid.

19.2.2. Marking of hard copy Bids

19.2.2.1. The **outer envelope** must be clearly marked with:

UNITED NATIONS POPULATION FUND
Plot 12A, Baskerville Avenue, Kololo
P. O. Box 7184, Kampala
Uganda
UNFPA/UGA/RFP/19/002, Company Name
Attention: Karuhanga Egidius
TO BE OPENED ONLY BY AUTHORIZED UNFPA PERSONNEL
DO NOT OPEN BEFORE 23 May 2019 at 12.00 noon

19.2.2.2. The envelope must indicate the name and address of the Bidder. If the outer envelope is not sealed and marked as required, UNFPA will assume no responsibility in the event of Bid misplacement or premature opening.

19.2.2.3. The **inner envelopes** must be clearly marked with:

UNITED NATIONS POPULATION FUND
Plot 12A, Baskerville Avenue, Kololo
P. O. Box 7184, Kampala
Uganda
UNFPA/UGA/RFP/19/002, Company Name
Attention: Karuhanga Egidius
TO BE OPENED ONLY BY AUTHORIZED UNFPA PERSONNEL

Submission 1 of 2: UNFPA/UGA/RFP/19/002 [*Company name*], Technical Bid
Submission 2 of 2: UNFPA/UGA/RFP/19/002 [*Company name*], Financial Bid

20. Deadline for submission of Bid and late Bids

20.1. Bids must be delivered to the place, date and time specified in this RFP. If any doubt exists as to the time zone in which the Bid should be submitted, refer to <http://www.timeanddate.com/worldclock/>, or contact the Bid focal point.

20.2. Bids received after the submission deadline shall be declared late, rejected and the supplier informed by UNFPA accordingly. UNFPA will not be responsible for Bids that arrive late due



to the courier company and any other technical issues which are not within the control of UNFPA.

21. Modification and withdrawal of Bids

- 21.1. Bidders are expected to have sole responsibility to examine the conformity of their Bids to the requirements of the RFP, keeping in mind that material deficiency in providing information requested by UNFPA, or lack of clarity in the description of goods or services to be provided may result negatively in the evaluation process of the Bids.
- 21.2. Bidders may modify, substitute or withdraw their Bid after submission, provided that written notice is received by UNFPA prior to the submission deadline.
- 21.3. Any proposed modification, substitution or withdrawal must be submitted in accordance to clause 19 - Submission, sealing and marking of Bids based on the approach utilized. The respective envelope or email shall be clearly marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL". Any revision to the Bid must be received by the deadline.
- 21.4. No Bid may be modified, substituted or withdrawn in the interval between the submission deadline and the expiration of the period of the Bid validity. No Bid may be modified, substituted or withdrawn after the submission deadline.

22. Storage of Bids

- 22.1. Bids received prior to the deadline of submission and the time of opening shall remain secure and unopened until the Bid opening date stated in UNFPA's RFP.

E. BID OPENING AND EVALUATION

23. Bid opening

- 23.1. UNFPA will conduct an internal Bid opening on 23 May 2019, at 12.20 p.m. at the Kampala office.
- 23.2. Bids will be opened by an ad-hoc panel consisting of at least two staff members (of which one may be from a different United Nations agency/fund/program) and where at least one individual has no involvement in the subsequent stages of the procurement process. There will be separate Bid openings for Technical and Financial Bids. The Bidders' names and submitted documents shall be announced and recorded on the Technical Bid opening report.
- 23.3. A Bid opening report will be available for viewing only to Bidders who have submitted a bid or their authorized representatives for a period of thirty days from the date of the opening. Information not included in the Bid opening report will not be provided to Bidders.



23.4. Once the Technical evaluation has been completed, the Financial Bids will be opened. During the Financial Bid opening, the Bidders' names and the prices stated in the Financial Bid shall be announced and recorded on the Financial Bid opening report.

23.5. No Bid shall be rejected during Bid opening, except for late Bids. Rejected Bids will be shredded except for any bank securities, which will be returned to the Bidder.

24. Clarification of Bids

24.1. 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. Clarification of Bids may be provided only in response to UNFPA request for clarification or request for additional information.

25. Preliminary examination of Bids

25.1. Prior to the detailed evaluation, UNFPA shall examine the Bids to determine whether they are complete with respect to minimum documentation requirements, whether the documents are properly signed, whether any computational errors have been made and whether the Bids are generally in order.

25.2. The procurement official will determine the substantial responsiveness of each Bid to the RFP during the preliminary examination.

25.3. A substantially responsive Bid 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:

25.3.1. Affects in any substantial way the scope, quality, or services specified; or

25.3.2. Limits in any substantial way, inconsistent with the Bidding documents, UNFPA's rights or the Bidder's obligations under the contract; or

25.3.3. If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

25.4. UNFPA considers material deviations to include, but not be limited to the following:

25.4.1. During preliminary examination of Bids

25.4.1.1. Absence of Bid form(s), change in the wording or lack of signature on key portions of the Bid form when this is clearly required. Any change in wording that is consistent with the standard format of the Bid form(s) is not a material deviation;



- 25.4.1.2. The Bidder indicates in the Bid that they do not accept important contract conditions, i.e. related to Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, General Conditions of Contract and Limitation of Liability;
- 25.4.1.3. Non submission of non-historical documents (documents that should be specifically prepared by the Bidder in response to this RFP) by the bid submission deadline.
- 25.4.1.4. Non-eligibility of the Bidder;
- 25.4.1.5. Financial information is included in the Technical Bid.
- 25.4.2. During technical evaluation of Bids and qualification of Bidders:
 - 25.4.2.1. Bids do not reach the minimum threshold on technical score.
 - 25.4.2.2. The Bidder does not meet the minimum conditions for qualification.
- 25.4.3. During Financial evaluation of Bids:
 - 25.4.3.1. The Bidder does not accept the required price correction in accordance to Section I: Instructions to Bidders, clause 26.1.3
 - 25.4.3.2. Required price components are missing;
 - 25.4.3.3. The Bidder offers less quantity than what is required
- 25.5. If a Bid is not substantially responsive to the Bidding documents, it shall be rejected by UNFPA and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

26. Non-conformities, errors, and omissions

- 26.1. Provided that a Bid is substantially responsive:
 - 26.1.1. UNFPA may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
 - 26.1.2. UNFPA may request the Bidder to 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.
 - 26.1.3. UNFPA shall correct arithmetical errors on the following basis:
 - 26.1.3.1. 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;

- 26.1.3.2. 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.

27. Evaluation of Bids

- 27.1. The evaluation of the Bids will be carried out in a two-step process by an evaluation panel, with evaluation of the Technical Bid being completed prior to any Financial Bid being opened and compared.
- 27.2. The Financial Bid will be opened only for those Bidders, where Technical Bids reach a minimum score of 70% and whom have fulfilled the supplier qualifications. The total number of points a Bidder may obtain for Technical and Financial Bids is 100 points.
- 27.3. 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 person not officially concerned with such process until the contract award is published.
- 27.4. 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.
- 27.5. Notwithstanding from the time of Bid opening to the time of contract award, if any Bidder wishes to contact UNFPA on any matter related to the Bidding process, it should do so in writing.

28. Technical evaluation

- 28.1. The Technical Bid is evaluated on the basis of its responsiveness to the Terms of Reference shown in Section II, the Technical Bids submitted by the Bidders and the evaluation criteria published below.

Criteria	[A] Maximum Points	[B] Points attained by the Bidder	[C] Weighting %	[B] x [C] = [D] Total Points
1. Technical approach and methodology – understanding nature and scope of work	100		30%	
2. Implementation (work) plan and management plan	100		20%	
3. Organisation and Specific experience relevant to the assignment	100		30%	
4. Team composition	100		20%	
GRAND TOTAL ALL CRITERIA	600		100%	

28.2. Scoring Scale System

28.2.1. The following scoring scale system will be used by the technical evaluation panel to conduct the Technical Bid evaluation objectively.

Degree to which the Terms of Reference requirements are met based on evidence included in the Bid submitted	Points out of 100
Significantly exceeds the requirements	80 – 100
Exceeds the requirements	60 – 79
Meets the requirements	40 -59
Partially meets the requirements	1 – 39
Does not meet the requirements or no information provided to assess compliance with the requirements	0

29. Supplier qualification requirements

29.1. The responses from the Bidders compared to SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM and SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE of this document will be evaluated based on the criteria provided below to assess the degree of Bidder qualification for the proposed contract.

Number	Supplier Qualification Parameter	Bid is acceptable? (YES/NO)	Justification
1	Legal and regulatory requirements	UNFPA shall examine the Bid to confirm that it does not contain any material deviations, reservation, or omission related to the General Conditions of Contracts (Section III)	
2	Bidder is established as a company and legally incorporated in the country		
3	Bidder is not a banned or suspended supplier		

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

29.3. 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 have a record of poor performance such as: not properly completing contracts, inordinate delays in completion, litigation history, financial failures, etc.

30. Financial evaluation

30.1. The Financial Bid will only be evaluated if the Technical Bid achieves the minimum score as indicated in clause 27.2 and is considered qualified through the supplier qualification process described in clause 29. Proposals failing to obtain this minimum technical threshold or those which will not be considered qualified through the supplier qualification process will not be eligible for further consideration.

30.2. The Financial Bid is evaluated on the basis of its responsiveness to the Price Schedule Form

30.3.

30.4.

30.5. SECTION VI – ANNEX E: PRICE SCHEDULE FORM. The maximum number of points for the Financial Bid is 100. This maximum number of points will be allocated to the lowest price. All other Financial Bids will receive points in inverse proportion according to the following formula:

Financial Score =	Lowest Bid (Ugx)	X 100 (Maximum Score)
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Bid being Scored
(Ugx)

31. Total score

31.1. The total score for each Bidder will be the weighted sum of the technical score and financial score. The maximum total score is 100 points.

$$\text{Total Score} = [\text{xx}\% * 70\%] \text{ Technical Score} + [\text{xx}\% * 30\%] \text{ Financial Score}$$

F. AWARD OF CONTRACT AND FINAL CONSIDERATIONS

32. Award of Contract

32.1. UNFPA intends to award the Contract for Professional Services to the Bidder(s) that obtains the highest combined score of the Technical and Financial evaluation.

32.2. UNFPA reserves the right to make multiple arrangements for any item(s) where, in the opinion of UNFPA, the Bid winner cannot fully meet the delivery requirements or 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 highest combined scoring Bid, the second-highest, etc.

33. Rejection of Bids and annulments

33.1. UNFPA reserves the right to reject any Bid if the Bidder has previously failed to perform properly or on time in accordance with previous contracts/purchase orders or if the Bidder from UNFPA's perspective is not in a position to deliver pursuant to the contract.

33.2. UNFPA reserves the right to annul the RFP and reject all Bids at any time prior to award of the contract without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information.

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

34. Right to vary requirements and to negotiate at time of award

34.1. At the time of award of the contract UNFPA reserves the right to vary the quantity of goods and/or services specified in the RFP by up to 20% without any change in hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.

34.2. UNFPA reserves the right to negotiate the price with the Bid winner before awarding the contract to ensure that the Financial Bid is competitive on all aspects of the price.

34.2.1. The purpose of negotiations of offers selected based on the 'cumulative analysis methodology' is to ensure that the technical proposal is in line with requirements and that the financial proposal is competitive on all aspects of the price.



34.2.2. In the negotiations, any deficiency in the offer will be pointed out to the supplier. The supplier will be allowed to make adjustments in the proposal in order to improve and more clearly specify the contents of the offer. However, under no circumstances shall the requirements (Terms of Reference/specifications) be changed.

35. Signing of the Contract

35.1. The procurement official will send the successful Bidder(s) the contract for professional services for a fixed contract value, which constitutes notification of award. Successful Bidder(s) shall sign and date the contract, and return it to UNFPA within 10 calendar days of receipt of the contract. To facilitate the process of signing the contract, Bidders are expected to have reviewed the template of Contract for Professional Services, found in SECTION VII – ANNEX A: TEMPLATE OF CONTRACT FOR PROFESSIONAL SERVICES of the Bidding documents prior to submitting a Bid. The successful bidder shall deliver the services and/or goods in accordance with the delivery schedule outlined in the Bid/ Contract only after both parties sign the contract.

35.2. UNFPA reserves the right to discontinue the contract if the supplier's performance is not satisfactory to UNFPA.

36. Publication of Contract Award

36.1. UNFPA will publish the following contract award information on United Nations Global Marketplace <http://www.ungm.org>, unless it is deemed to be in the interest of UNFPA not to do so: Purchase Order reference Number, Description of the Goods or Services procured, Beneficiary Country, Supplier Name and Country, Contract amount and the issue date of the contract/purchase order.

37. Payment Provisions

37.1. UNFPA's policy is to pay for the performance of contractual services rendered or to effect payment upon the achievement of specific milestones described in the contract.

38. Bid protest

38.1. Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of contract may complain to the UNFPA Head of the Business Unit Alain Sibenaler, the Representative at sibenaler@unfpa.org. Should the supplier be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the supplier may contact the Chief of the Procurement Services Branch at procurement@unfpa.org.



39. Documents establishing sustainability efforts of the Bidder

39.1. Currently UNFPA is requesting information on environmental and social policies and related documentation with Bids submitted by prospective suppliers. UNFPA is incorporating environmental and social criteria considerations into the evaluation process, such as adherence to Global Compact requirements (more information can be accessed here, <http://www.unglobalcompact.org/>, or by contacting Procurement Services Branch at procurement@unfpa.org). UNFPA encourages suppliers to consider joining the UN Global Compact and to look into other ways to help reduce their environmental impact now.



SECTION II: TERMS OF REFERENCE (SCOPE OF SERVICES) FOR

CONSULTANCY SERVICES FOR THE DEVELOPMENT OF A COMPREHENSIVE COSTED STRATEGY ON THE INSTITUTIONALISATION OF A SPECIALIZED SEXUAL AND GENDER BASED VIOLENCE DIVISION OF THE HIGH COURT IN COLABORATION WITH UNFPA

1. Background and Objective

The Judiciary of the Republic of Uganda as an arm of state derives its mandate from Art.126 of the Constitution of the Republic of Uganda, 1995 in respect of administering justice on behalf of all people living in Uganda. Administration of justice is the core function of the Judiciary and this responsibility is shared in special circumstances with statutory established quasi-judicial institutions.

The Judiciary consists of three Courts of record: the Supreme Court, the Court of Appeal that doubles as the Constitutional Court, and the High Court. The High Court is the first Court of record in order of hierarchy and has unlimited original jurisdiction. The High Court is headed by the Honorable Principal Judge, who is responsible for the administration of the Court and has general supervisory powers over Magistrate's Courts.

The High Court is decentralized with twenty (20) High Court Circuits across the country in an effort to promote access in the administration of justice by bringing services closer to the people. In addition, it has eight (8) specialized divisions: the Civil Division, the Commercial Division, the Family Division, the Criminal Division, Land Division, Anti- corruption Division, International Crimes Division; Executions and Bailiffs division.

With the changing crime trends which has resulted into the growing number of sexual and gender based crimes, the Judiciary requires a specialized division to ensure efficient, effective, and timely adjudication of Sexual and Gender Based Violence (SGBV) cases.

Uganda is mandated under the Kampala Declaration of 2011 to establish special mechanisms/sessions to fast track disposal of SGBV cases.



Sex related crimes increased by 64% from 7,360 in 2009 to 12,077 in 2014. In the period of 2013 and 2014 alone, sex related crimes increased by 26% from 9,598 to 12,077. This has led to an increasing number of SGBV cases registered in Courts and thus necessitating a specialized High Court Division. Once established, the SGBV Division will be the ninth of its kind in the Judiciary. The SGBV Division is expected to be strategically oriented and work in harmony with the already established structures. The overall objective of the Comprehensive Costed Strategy on the Institutionalization of the Specialized Sexual and Gender Based Division is to break a new ground in adjudication of emerging SGBV cases.

To achieve this, the tasks are divided into 4 packages:

- (i) Development & submission of an Inception Report;
- (ii) Assessment of best practices for management of SGBV cases internationally and regionally;
- (iii) Development of a Comprehensive Costed Strategy with detailed strategies such as Mobile sessions, weekend session, specialized Judicial Officers and State Attorneys, among others;
- (iv) Draft Practice Directions for establishment of SGBV Division.

2. Consultancy & Scope of Work

The Judiciary is seeking to engage Consultants / a consultancy firm to among others:

- a. Assess best practices for management of SGBV cases internationally and regionally including lessons learnt;
- b. Develop a Comprehensive Costed Strategy (Strategy) with detailed strategies including but not limited to mobile sessions, weekend session, specialized Judicial Officers and State Attorneys. The Strategy will formulate the project document and costing;
- c. Developing a business case for the establishment of a specialized Division of SGBV detailing funding and sustainability of the Division for its success in the immediate, medium and long term;
- d. Draft Practice Directions for establishment of the SGBV Division; and
- e. Complete the task within 60 working days of signing of the contract.



3. Methodology

The Consultants/ consultancy firm is expected to among others–

- a. Review the fourth Justice, Law and Order Sector Development Plan (SDP IV) on pertinent issues concerning SGBV cases;
- b. Acquaint themselves with the Judiciary Strategic Plan, Backlog Reduction Strategy, and all related ongoing or recently concluded initiatives aimed at enhancing adjudication of SGBV cases;
- c. Review the National Development Plan II, Vision 2040, Sustainable Development Goals 5 and 16, Kampala Declaration and the National Gender Policy and the Elimination Sexual and Gender Based Policy and Action Plan with regard to SGBV;
- d. Address and examine the current management of SGBV cases within the Judiciary;
- e. Liaise with, conduct meetings and consult with senior administrators and staff of the Judiciary, JLOS institutions and other relevant stakeholders;
- f. Review internal and regional best practices on specialised courts; and
- g. Review SGBV cases and reports.

4. Specific Tasks of the Consultant

The specific tasks for the consultants / consultancy firm shall include:

- a. Preparation of an inception report;
- b. Development of a Comprehensive Strategy with detailed strategies such as Mobile sessions, weekend session, specialized Judicial Officers and State Attorneys, among others. This strategy will formulate the project document;
- c. Drafting of Practice Directions for establishment of SGBV Division;
- d. Resourcing the Rules Committee meeting during consideration of the Practice Direction; and
- e. Submitting hard and soft copies (Microsoft Office Word).

All finalized products shall belong to the Republic of Uganda.



5. Key Deliverables

The key deliverables for the consultants/ consultancy firm shall be:

- a. An Inception report;
- b. Comprehensive and Costed Strategy for institutionalization of a Sexual and Gender Based Violence (SGBV) Division of the High Court;
- c. Business case for the sustainability of the Court; and the
- d. Draft practice directions for establishment of SGBV Division for the Rules Committee's consideration.

6. Key Qualifications, Experience and Skills

The lead Consultant should possess an advanced university degree in *law* and a valid law practicing certificate. In addition, they should possess the following skills and competencies–

- a. Broad understanding of Uganda's Judiciary and Justice, Law and Order Sector;
- b. Technical, practical and conceptual understanding of the Judiciary in Uganda and the overall national response to SGBV;
- c. Over 7 years' demonstrable high level track record in understanding Judiciary and justice sector institutions;
- d. Demonstrable experience of developing projects for enhancing access to justice and worked with the Judiciary and or JLOS institution;
- e. Fluency in both written and spoken English;
- f. Excellent interpersonal relations and proven experience working with senior officials and administrators in the Judiciary and Justice Law and Order sector in Uganda; and
- g. Computer proficiency.

7. Team composition

The expertise of other consultancy teammates should comprise:

- a. A sociologist;



- b. Business analyst;
- c. Public sector management expert; and
- d. Economist.

8. Core competencies

Core competencies of the consultants / consultancy firm include:

- a. Ethics and integrity;
- b. Demonstrate corporate knowledge and sound judgment;
- c. Ability to present complex issues in simple and clear manner;
- d. Ability to work in a multicultural, multi ethnic environment;
- e. Facilitate and encourage open communication and strive for effective communication;
- f. Substantive knowledge and understanding of procedures, systems and structures at Police, Prosecution and Judiciary in Uganda and at international levels;
- g. Technical expertise on gender equality issues and more broadly, women's human rights, access to justice and the justice system in Uganda;
- h. Knowledge management to support documentation of lessons learnt and development of tools;
- i. Technical expertise, knowledge and experience in using Ugandan justice system approaches;
- j. Ability to undertake policy research and prepare qualitative and quantitative studies, utilizing statistical methodologies, knowledge of database applications for statistical analysis; and
- k. Excellent knowledge of gender issues and women's empowerment issues in Uganda.

9. Location and Reporting

The assignment shall be undertaken in Uganda. The Consultants / consulting firm shall report to the Judiciary's counterpart / technical team which shall be headed by the Judge in Charge Projects who will be supported by the counterpart team.



10. Duration

The consultancy shall be for a period of 60 working days as per the breakdown below.

Key Tasks	Allocated days
Prepare an inception Report	7 days
Field Consultations to collect data and information from JLOS stakeholders and courts	15 days
Develop a Comprehensive Costed Strategy with detailed strategies such as Mobile sessions, weekend session, specialized Judicial Officers and State Attorneys, among others. This strategy will formulate the project document	15 days
Meeting with quality assurance team/Judiciary counterpart team for the review of the strategy	15 days
Validation of the consultancy work at different court levels(Registrars and chief magistrates, judges of high court, Justices of the appellate courts)	6 days
Draft Practice Directions for establishment of SGBV Division and presentation to the Rules Committee/Top Management.	2 days
	60 working days

11. Payment

The Consultancy firm shall be paid upon the satisfaction completion of each of the tasks as agreed upon as follows:

- a) 30% payment upon presentation of an approved inception report;
- b) 30% payment upon presentation of an approved comprehensive and costed SGBV strategy;
- c) 40% payment upon presentation and approved final report and exit meeting with top management.



SECTION II – ANNEX A: INSTRUCTIONS FOR PREPARING TECHNICAL BID

The Technical Bid should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information:

1. Brief description of the firm and the firm's qualifications: providing information that will facilitate our evaluation of your firm/institution's substantive reliability, such as catalogues of the firm, and financial and managerial capacity to provide the services.
2. Your firms' understanding of the requirements for services and the objective of this project, including assumptions: Include any assumptions as well as comments on the data, support services and facilities to be provided as indicated in the TOR or as you may otherwise believe to be necessary.
3. Proposed Approach, Methodology, Timing and Outputs: any comments or suggestions on the TOR, as well as your detailed description of the manner in which your firm/institution would respond to the TOR. You should include the number of person hours/days in each specialization that you consider necessary to carry out all work required.
4. Proposed Team Structure: The composition of the team that you would propose to provide to the assignment, and the work tasks (including supervisory) which would be assigned to each. An organogram/organization chart illustrating the reporting lines, together with a description of such organization of the team structure should support your Bid.
5. Proposed Project Team Members: attach the curriculum vitae of the senior professional member of the team and members of the proposed team.
6. Detailed description of your proposed deliverables.
7. Detailed project plan (Gantt chart) showing the required resources and support from your firm as well as from UNFPA.
8. A list of tasks which are out-of-scope versus in-scope.
9. Why you would be qualified for this project (Similar reference deliverables, with live examples).
10. Copies of current relevant certificates such as GMP/quality, FSC/PPP, etc. as and if applicable
11. All standard forms as explained under clause Section I: Instructions to Bidders, clause 16

Bidder(s) should not include any information or indications related to their Financial Bid in their Technical Bid. Such action will definitely lead to disqualification of entire Bid.



SECTION III: GENERAL CONDITIONS OF CONTRACT

UNFPA's General Conditions of Contract are available through the links below as well as attached as a separate PDF document in this RFP.

De Minimis Contracts (Low value Contracts)	For contract/PO values below USD 100,000, covering both goods and/or services	English
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SECTION IV: UNFPA SPECIAL CONDITIONS OF CONTRACT

<p align="center">CONTRACT RATES</p>	<p>The rates charged for the services performed shall not be adjustable.</p>
<p align="center">KEY PERFORMANCE INDICATORS</p>	<p>Successful Bidder's performance will be monitored and evaluated by UNFPA on a quarterly basis to enable the assessment on the effectiveness, efficiency and/or consistency of goods/services provided. The results of the evaluation will be communicated to the supplier to enable improvements. An extension of the contract will take into consideration results of performance evaluation(s). The evaluation will be based on, but not limited to, the following key performance indicators:</p> <p>Goods and Services:</p> <ul style="list-style-type: none"> • Timely delivery of goods and services based on client requirements • Satisfactory level of quality, technical competence, and management of post-delivery issues (as applicable) • In case of delivery delay, proactively communicating with UNFPA on mitigation measures • Adherence to contractual agreement (Purchase Order, contract, LTA terms and conditions) • Adherence to specifications, including quality and quantity • Timely acknowledgement and processing of queries, RFQ, PO • Proactively communicating delivery information with UNFPA, ETD, ATD, inspection dates etc.). <p>Key performance indicators may be modified and/or added during the validity of this contract.</p>
<p align="center">PAYMENT TERMS</p>	<p>UNFPA's policy is to pay for the performance of contractual services rendered and/or to effect payment upon the achievement of specific milestones described in the contract.</p> <p>UNFPA's policy is not to grant advance payments except in unusual situations where the potential supplier, whether a private firm, non-governmental organization or a government or other entity, specifies in the Bid that there are special circumstances warranting an advance</p>



	<p>payment. UNFPA will normally require a bank guarantee or other suitable security arrangement in such cases.</p> <p>Any request for an advance payment is to be justified and documented, and must be submitted with the Financial Bid. The justification shall explain the need for the advance payment, itemize the amount requested and provide a time schedule for utilization of said amount. Information about your financial status must be submitted, such as audited financial statements at 31 December of the previous year and include this documentation with your financial bid. Further information may be requested by UNFPA at the time of finalizing contract negotiations with the awarded Bidder.</p>
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SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS

1. Legal and regulatory requirements

1.1. This will be judged based on the bid confirmation form submitted by the Bidders. Special consideration will be given to the Bids not suggesting any alternative or suggesting alternatives that are fully acceptable to UNFPA. Bids should clearly indicate where the Bidder does not accept, the reason(s) for the non-acceptance, and the alternative provision, for each of the terms of the RFP as well as the UNFPA General Conditions of Contracts: De Minimis Contracts, Provision of Goods and Services. SECTION VI – ANNEX B: BID SUBMISSION FORM)

2. Legal status of the Bidder

2.1. Technical Proposals from the Bidders should provide evidence that the Bidder is established as a company and legally incorporated in the country; e.g. through provision of certification of incorporation or other evidence (this is not required for companies already registered in national, regional or international Stock Exchanges. However, evidence on such registrations should be provided)

2.2. Copy of valid company registration in the country of operation demonstrating that is duly authorized to supply these goods/services to the country of destination

2.3. In the case of a Bidder not doing business within the country of destination, the Bidder is or will be represented by an agent in the country that is equipped and able to carry out the supplier's obligations prescribed in the SECTION I: INSTRUCTIONS TO BIDDERS and SECTION II:

3. Bidder's eligibility

3.1. Technical Proposals from the Bidders should provide written confirmation that they are not listed in any of the banned/suspended supplier lists. (SECTION VI – ANNEX B: BID SUBMISSION FORM)

- Listed as suspended or removed by the United Nations Procurement Division (UNPD);
- Declared ineligible by other organizations of the United Nations through the disclosure of the ineligibility or listing as suspended on United Nations Global Marketplace Vendor ineligibility list posted on the United Nations Global Market Place (UNGM);
- Included on 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;
- Debarred by the World Bank Group in accordance with the [WB Listing of Ineligible Firms & Individuals](#) and the [WB Corporate Procurement Listing of Non-Responsible Vendors](#).



4. Financial stability

4.1. Financial stability of the Bidders will be judged based on the ratios such as current ratio, quick ratio and debt ratio. Bidders are requested to provide key financial ratios using the table below with their audited financial statements to support the statements. The financial ratios should cover key financial stability ratios over a five-year period, including those mentioned in the table below.

Financial Ratio	2013	2014	2015	2016	2017
Current ratio					
Quick ratio					
Debt ratio					
.....					

4.2. Evidence that the Bidder has successfully completed at least one similar contract/LTA within the last five years for supply of goods or services as offered.

4.3. Provide contact details of commercial banks and names of contact persons from whom UNFPA could seek feedback regarding financial stability.

5. Experience and Technical Capacity

- Company’s managerial capabilities
- Evidence for quality assurance systems in place
- Bidder must have delivered similar services satisfactorily to UN or similar organizations during the last three years, and the services should have been delivered with no negative performance reports
- References in support of the satisfactory delivery of services specified above
- Data to support that the Bidder has capacity to perform the services that will be issued pursuant to the contract and complete the deliverables within the stipulated delivery period
- Availability of spare parts and after-sales services for the equipment in the Bid in Uganda.



SECTION VI: BID AND RETURNABLE FORMS

Below find an overview of the attached Bidding and returnable forms required for the RFP.

Description		Status	Preferred file for submission
Annex A:	Bid Confirmation Form	Mandatory	PDF
Annex B:	Bid Submission Form	Mandatory	PDF
Annex C:	Bidder Identification Form	Mandatory	PDF
Annex D:	Bidder's Previous Experience	Mandatory	PDF
Annex E:	Price Schedule Form	Mandatory	PDF & Excel



SECTION VI – ANNEX A: BID CONFIRMATION FORM

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

To:	UNFPA Uganda	Date:	
	<i>Karuhanga Egidius</i>	Email:	<i>karuhanga@unpa.org</i>
From:	<i>[Insert Company Name]</i>		
	<i>[Insert Contact person from Company]</i>		
	<i>[Insert Telephone number]</i>		
	<i>Insert E-mail address of contact person]</i>		
	<i>[Insert Postal address of Company]</i>		
Subject:	UNFPA/UGA/RFP/19/002		

<input type="checkbox"/>	YES, we intend to submit a bid in response to the above mentioned RFP.
<input type="checkbox"/>	NO, we are unable to submit a bid in response to the above mentioned RFP due to the following reason(s):

- () The requested products and/or services are not within our range of supply.
- () The requested products are not available at the moment.
- () We are unable to submit a competitive bid for the requested products/services at the moment.
- () We cannot meet the requested specifications.
- () The information provided for bidding purposes is insufficient and unclear
- () Your RFP document is too complicated
- () Insufficient time is allocated to prepare an adequate Bid.
- () We cannot meet the delivery requirements.
- () We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc.):
- () Our current capacity is overbooked
- () 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)



<input type="checkbox"/>	YES, even though on this occasion we have not submitted a Bid we are definitely interested in future possible RFP's.
<input type="checkbox"/>	No, we are not interested in participating in future possible RFP's, please remove us from your vendor database.

If UNFPA should have any questions in regards to this Bid Confirmation Form and would require further clarification on our No Bid decision, UNFPA should contact the following focal person who will be able to assist:

Name:		E-mail:	
Post Title:		Telephone	



SECTION VI – ANNEX B: BID SUBMISSION FORM

Date: [Insert Month, Day, Year]

To: UNFPA

Plot 12A, Baskerville Avenue, Kololo, Kampala

The undersigned, having read the original RFP documents of UNFPA/UGA/RFP/19/002 including all Annexes, any subsequent revisions and all answers to the questions received from prospective Bidders posted on United Nations Global Marketplace in full before submitting, hereby offers to provide the services, in accordance with any specifications stated and subject to the terms and conditions set out or specified in the RFP documents.

Special Note: If Bidder proposes any deviations from the terms and conditions stipulated in the RFP document, such deviations must be included on this form in accordance with the below format. Such deviations should not be indicated within the main body or any other part of the Bid. If the proposed modifications are not acceptable to UNFPA, UNFPA reserves the right to reject the Bid. Strongly discouraging deviations for semantic changes.

Original term/condition per RFP UNFPA/UGA/RFP/19/002 and the subsequent revisions	Proposed deviation (alternate clause), by the undersigned	Reason for proposing alternate clause

We agree to abide by this Bid for a period of *60 days* from the date fixed for Bid opening in the Request for Proposal, and the Bid shall remain binding upon us and may be accepted at any time before the expiration of that period.

If our Bid is accepted, we undertake to commence and complete delivery of all items in the contract within the time frame stipulated.

We understand that UNFPA is not bound to accept any Bid it may have received and that a binding contract would result only after final negotiations and award of contract are concluded on the basis of the Technical and Financial Bids.

We confirm that our firm has no conflict of interest in accordance with Section I: Instructions to Bidders clause 2.3, as well as that our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the LTA, have not been declared ineligible by UNFPA, in accordance with Section I: Instructions to Bidders clause 2.4.



	On behalf of Business Authority	On behalf of Legal Authority
Signature:		
Name:		
Title:		
Name of Company:		
Telephone:		
Email:		

SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM

UNFPA/UGA/RFP/19/002

1. Organizational Information	
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 (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 (indicate names of subsidiaries and addresses, if relevant to the Bid)	



Commercial Representatives in the country: Name/Address/Phone (for international companies only)	
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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 contracts	

4. Contact details of persons that UNFPA may contact for requests for clarification during Bid evaluation	
Name/Surname	
Telephone Number (direct)	
Email address (direct)	
Be advised that this person must be available during the two weeks following the Bid opening date.	

Signature and stamp of the Bidder:	
Name:	
Title:	
Name of Company:	
Telephone:	
Email:	



SECTION VI – ANNEX D: BIDDER’S PREVIOUS EXPERIENCE

Order No. & Date	Description ²	Client	Contact person, phone number, email address	Date of service		Contract Amount	Satisfactory completion
				From	To	(Currency)	

Indicate the description of products, services or works provided to their clients.

To be attached: Evidence (client’s letter or certificate) in support of satisfactory completion of above orders.

Signature and stamp of the Bidder:	
Name and title:	
Name of Company:	
Telephone:	
Email:	
Date:	

² Please indicate relevant contracts to the one requested in the RFP.



SECTION VI – ANNEX E: PRICE SCHEDULE FORM

(Please see attached Excel spread sheet Annex E: Price Schedule Form.xls)

1. Submit this document in a separate envelop from the Technical Bid as indicated in Section I: Instructions to Bidders clause 19 Submission, sealing, and marking of Bids and in Annex I Instructions to Bidders.
2. All prices/rates Bid must be exclusive of all taxes, since UNFPA is exempt from taxes.
3. The Price Schedule Form must provide a detailed cost breakdown, as shown below. Provide separate figures for each of the steps in Item 1 below; estimates for out of pocket expenses should be listed separately in Item 2 below.
4. UNFPA anticipates awarding the project on a fixed-price basis. To complete an analysis of the Bid, firms are required to submit itemized pricing that identifies the people who will work on the project (including resumes), their billing rates, and the number of hours proposed for the project. Anticipated travel, lodging, and out-of-pocket expensed should be detailed as well.

Example Price Schedule below: *[Delete after properly completing the Price Schedule also develop excel version]*

Item	Description	Number & Description of Staff by Level	Hourly Rate	Hours to be Committed	Total
1. Professional Fees					
<i>Total Professional Fees</i>					
2. Out-of-Pocket expenses					
<i>Total Out of Pocket Expenses</i>					
<i>Total Contract Price</i>					
<i>(Professional Fees + Out of Pocket Expenses)</i>					

Signature and stamp of the Bidder:	
Name:	
Title:	
Name of Company:	
Telephone:	
Email:	



SECTION VI – ANNEX G: CHECKLIST OF BID 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/ N/A	REMARKS
Have you read and understood all of the Instructions to Bidders in Section I of the Bidding documents?	SECTION I: INSTRUCTIONS TO BIDDERS		
Have you reviewed and agreed to the UNFPA General Conditions of Contracts?	SECTION III: GENERAL CONDITIONS OF CONTRACT		
Have you reviewed and agreed to the UNFPA Special Conditions for Contracts?			



	SECTION IV: UNFPA SPECIAL CONDITIONS OF CONTRACT		
Have you completed the Bid Submission Form?	SECTION VI – ANNEX B: BID SUBMISSION FORM		
Have you completed the Bidder's Identification Form?	SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM		
Have you completed the Bidder's Previous Experience Form?	SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE		
Have you completed and signed the Price Schedule Form?	SECTION VI – ANNEX E: PRICE SCHEDULE FORM		
Have you reviewed all of the relevant Contract form(s)?	SECTION VII: CONTRACTUAL FORMS		
Have you prepared a copy of your company's registration in the country of operation?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you prepared a copy of the previous year's audited Company Balance Sheet and Financial Statements?	Section I: Instructions to Bidders, clause 13 & SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you provided written confirmation that your company is neither suspended by the United Nations system nor debarred by the World Bank Group?	SECTION VI – ANNEX B: BID SUBMISSION FORM & Section I: Instructions to Bidders clause 2.4		



Have you provided a copy of any of your company's environmental or social policies, and any related documentation?	Section I: Instructions to Bidders, clause 39		
Have you reviewed the UN Global Compact requirements?	Section I: Instructions to Bidders, clause 39		
Have you sealed and marked the Bids according to Instructions to Bidders clause 19 (hard copy Bids)	Section I: Instructions to Bidders, clause 19		
Have you noted the Bid closing deadline?	Invitation letter Number 4		
Have you provided information on Supplier Qualification Requirements?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS & SECTION VI – ANNEX B: BID SUBMISSION FORM		
Have you provided evidence that the Bidder has successfully completed at least one similar contract within the last five years for supply of services?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you provided contact details of commercial banks and names of contact persons from whom UNFPA can seek feedback?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you provided sufficient documentation of your company's ability to undertake the services, i.e., <ul style="list-style-type: none"> - List of similar contracts/LTAs executed for other clients including contact details. - At least three years of experience in performing similar contracts/Long Terms Agreements 	SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE & SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		



<p>Have you provided sufficient documentation of your company's managerial capability?</p> <ul style="list-style-type: none"> - Details of company's managerial structure. - Quality assurance systems in place. 	<p>SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM</p>		
<p>Have you supplied clients' certificates in support of the satisfactory operation of the services as specified above?</p>	<p>SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE</p>		
<p>Have you checked Section I: Instructions to Bidders, and provided all requested documentation in the correct formats?</p>	<p>Section I: Instructions to Bidders, clauses 16</p>		



SECTION VII: CONTRACTUAL FORMS

Below find an overview of the attached contractual forms for this RFP.

Description		Status	Preferred file for submission
Annex A:	Template of Contract for Professional Services	Mandatory	PDF



SECTION VII – ANNEX A: TEMPLATE OF CONTRACT FOR PROFESSIONAL SERVICES

CONTRACT N° UNFPA/UGA/UGA/19/001

BETWEEN THE

UNITED NATIONS POPULATION FUND

AND

[INSERT NAME OF CONTRACTOR]

FOR THE PROVISION OF [DESCRIBE SERVICES]

This Contract is entered into between the United Nations Population Fund, a subsidiary organ of the General Assembly of the United Nations (“UN”) in terms of Article 22 of the UN Charter, with its Headquarters at 605 Third Avenue, New York, NY 10158, USA (the “UNFPA”) and [Name of Contractor], a [type of entity] organized under the laws of [country], with its registered office at [address] (the “Contractor”). UNFPA and the Contractor are collectively referred to herein as the “Parties” and each individually as a “Party”.

WITNESSETH

WHEREAS, UNFPA wishes to engage the Contractor in order to provide [description of services] as specified in the Terms of reference (the “TOR”) attached as Annex B (the “Services”) in accordance with the terms and conditions set forth in this Contract;

WHEREAS, the Contractor represents that it possesses the requisite knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, able and willing to undertake and provide the Services in accordance with the terms and conditions set forth in this Contract;

NOW, THEREFORE, in consideration of their mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1

CONTRACT DOCUMENTS

1.1. This document together with the Annexes attached hereto and referred to below, all of which are incorporated herein and made a part hereof, constitute the entire contract between UNFPA and the Contractor for the provision of the Services (the “Contract”).

Annex A:	UNFPA General Conditions of Contract: Contracts for the Provision of Services (the “UNFPA General Conditions”);
Annex B:	Terms of reference,

1.2. The Contract documents are complementary of one another, but in case of ambiguities, discrepancies, or inconsistencies between or among them, the following order of priority shall apply:



1.2.1	First, this document;
1.2.2	Second, Annex A;
1.2.3	Third, Annex B

- 1.3. This Contract embodies the entire agreement between the Parties with regard to the subject matter hereof and supersedes all contemporaneous or prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject.
- 1.4. The following documents are referred to in this Contract only as aids in interpretation of the rights and obligations of the Parties under the Contract but shall not be construed, for any purposes or under any circumstances, as creating any such rights or obligations: (a) [e.g. the CONTRACTOR's technical proposal dated] and (b) [e.g. the CONTRACTOR's financial proposal dated [date] in response to (c) bid document UNFPA/[]]. The documents referred to in this Article 1.4 are not attached hereto but are known to, and in the possession of, the Parties.

ARTICLE 2

COMMENCEMENT DATE; CONTRACT TERM

- 2.1 This Contract shall enter into force on the date of the last signature affixed by the Parties (the "Commencement Date"). This Contract shall remain in force for [insert number in figures and in words] years, starting from the Commencement Date (the "Contract Term"), unless terminated by either Party in accordance with Article 13 of the UNFPA General Conditions of Contract.

ARTICLE 3

OBLIGATIONS OF THE CONTRACTOR

- 3.1 The Contractor shall perform the Services as specified in Annex B with due diligence and efficiency and in accordance with this Contract.

The Contractor shall submit to UNFPA the deliverables according to the following schedule:

DELIVERABLES	DEADLINE	RESPONSIBILITIES OF UNFPA	RESPONSIBILITIES OF THE CONTRACTOR

- 3.2 Unless otherwise provided for in this Contract the Contractor shall furnish all technical and administrative support, human resources, materials and equipment necessary to ensure the timely and satisfactory performance of the Services.

- 3.3 All reports shall be written in the English language, and shall describe in detail the services



rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by mail and email to the address specified in Article 8.2 of this Contract.

- 3.4 The Contractor represents and warrants the accuracy of any information or data provided to UNFPA for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.
- 3.5 The Contractor will maintain, within the Contract Term, detailed financial records, which clearly identify all funds received from UNFPA and expended by the Contractor for the implementation of the Contract. The Contractor is also required to ensure that adequate systems of internal control are put in place to ensure the financial management of this Contract is conducted with the required level of due diligence.

**ARTICLE 4
PAYMENT AND FEE**

- 4.1 In full consideration for the complete, satisfactory, and timely performance of the Services under this Contract, UNFPA shall pay the Contractor the fee of **[Insert currency & amount in figures and in words]** (the “Fee”).

The Fee will be paid to the Contractor according to the following payment schedule:

PAYMENT DUE DATE	PAYMENT AMOUNT	BALANCE

- 4.2 The Fee shall be inclusive of all applicable cost of material, professional charges, allowances, travel related costs and any other miscellaneous expenses applicable.
- 4.3 The Fee shall not be subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 4.4 Payments effected by UNFPA to the Contractor shall not be deemed to relieve the Contractor of its obligations under this Contract nor as an acceptance of UNFPA of the Contractor's performance of the Services.
- 4.5 UNFPA shall make payments to the Contractor under this Contract within thirty (30) days after the UNFPA's receipt of the Contractor's invoice(s) and complete set of supporting documentation where applicable. The Contractor shall forward the original invoice(s) to the address specified in Article 8.2 of this Contract. Payments shall be subject to satisfactory completion of the deliverables stipulated under Article 3 of this Contract and acceptance by UNFPA of the deliverables and invoice(s) submitted by the Contractor.

Payments by UNFPA shall be made to the Contractor's following bank account:

Account name:	
---------------	--



Bank Address:	
Acct Number:	
ABA Number:	
BIC (Swift address):	

ARTICLE 5

SPECIAL CONDITIONS

- 5.1 The Parties agree that [Insert article] of the UNFPA General Conditions shall be amended to read as follows: [Insert wording of amended article].
- 5.2 The Parties agree (...).]
- 5.3 No special conditions shall apply.

ARTICLE 6

SECURITY

- 6.1 The Contractor shall be fully responsible for the safety and security of its personnel and for the safekeeping of all assets, equipment and supplies in the custody of the Contractor or its personnel (as this term is referred to in Article 2 of the General Conditions).
- 6.2 The Contractor shall:
 - 6.2.1 Put in place and maintain its own security plan, taking into account the security situation in the country where the Services are being provided;
 - 6.2.2 Assume all risks and liabilities related to the Contractor's security, assets entrusted to it by UNFPA and the full implementation of its own security plan.
- 6.3 The Contractor and its personnel are neither subject to, nor obliged to adhere to the United Nations Security Management policies and procedures, except insofar as they relate to the utilization of UNFPA's assets, equipment and supplies, or as required to perform the Services under this Contract.
- 6.4 UNFPA may lend reasonable assistance, when possible and to the extent feasible, to the Contractor and its personnel. Any travel or financial assistance provided shall be on a space-available and reimbursable basis.
- 6.5 UNFPA may, at its sole discretion, consent to the inclusion of the Contractor and its personnel in the UNFPA security plan to the extent that it applies within the country where the Services are being provided on the same terms that are offered to implementing partners of UNFPA. Notwithstanding this provision, the Contractor acknowledges and agrees that the UNFPA shall have no obligation to evacuate personnel from the country where the Services are being provided in case of emergency or due to security developments.
- 6.6 Notwithstanding the foregoing, the Contractor acknowledges and agrees that the UNFPA shall not be liable to the Contractor, or its personnel, in connection with the provision, or failure to provide, any security assistance pursuant to this Article 6.1, or otherwise, and the Contractor shall indemnify, defend, hold and save harmless the UNFPA and its officials, employees and agents from and against any claim or liability of any nature arising in respect of any safety or security related incident, including without limitation, the death, injury or illness of any



personnel, or the loss, damage, destruction, sabotage or theft of any assets, equipment or supplies in the custody of the Contractor or its personnel. The foregoing indemnity is without prejudice to any other indemnity provided by the Contractor, or any other rights or remedies of the UNFPA, under this Contract.

- 6.7 Upon the Contractor's request, UNFPA may provide security advisory information to the Contractor.

ARTICLE 7

REVIEW; IMPROPER PERFORMANCE

- 7.1 UNFPA reserves the right to review and inspect (including the performance of tests, as appropriate) all Services performed by the Contractor under this Contract, to the extent practicable, at all reasonable places and times during the Contract Term. UNFPA shall perform such review and inspection in a manner that will not unduly hinder the performance of the Services by the Contractor. The Contractor shall cooperate with all such reviews and inspections by UNFPA, at no cost or expense to UNFPA.
- 7.2 If any Services performed by the Contractor do not conform to the requirements of this Contract, without prejudice to and in addition to any of UNFPA's other rights and remedies under this Contract or otherwise, UNFPA shall have the following options, to be exercised in its sole discretion:
- 7.3 If UNFPA determines that the improper performance can be remedied by way of re-performance or other corrective measures by the Contractor, UNFPA may request the Contractor in writing to take, and the Contractor shall take, at no cost or expense to the UNFPA, the measures necessary to re-perform or take other appropriate actions to remedy the improperly performed Services within [insert number in figures and in words] days after receipt of the written request from UNFPA or within such shorter period as UNFPA may have specified in the written request if emergency conditions so require, as determined by UNFPA in its sole discretion.
- 7.4 If the Contractor does not promptly take corrective measures or if UNFPA reasonably determines that the Contractor is unable to remedy the improper performance in a timely manner, UNFPA may obtain the assistance of other entities or persons and have corrective measures taken at the cost and expense of the Contractor.
- 7.5 If UNFPA, in its sole discretion, determines that the improper performance cannot be remedied by re-performance or other corrective measures by the Contractor, UNFPA, at UNFPA's sole discretion, may terminate the Contract in accordance with Articles 13.1 or 13.2 (second sentence) of the UNFPA General Conditions, without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise.
- 7.6 Neither review nor inspection hereunder, nor failure to undertake any such review or inspection, shall relieve the Contractor of any of its warranty or other obligations under this Contract.

ARTICLE 8



MISCELLANEOUS

8.1 No terms or provisions of this Contract will be deemed waived and no breach excused, unless such waiver or excuse is in writing and signed by the Parties giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Contract shall constitute a consent to, excuse or waiver of any other subsequent breach. Any notice, request or approval required or permitted to be given or made under the Contract shall be made in writing in the English language. Such notice, request or approval, shall be deemed to be duly given or made when it shall have been delivered by either (i) personal delivery against receipt, (ii) recognized overnight delivery service, (iii) postage prepaid, return receipt requested certified mail, or (iv) email, addressed to the party or parties for whom intended at the addresses shown below or such other addresses as intended recipient previously shall have designated by written notice previously given pursuant to the Contract.

For UNFPA:

Contractual Matters		Technical / operational Matters:	
Name:		Name:	
Title:		Title:	
Branch/Division:		Branch/Division:	
UNFPA, Address		UNFPA, Address	
Tel:		Tel:	
Email:		Email:	

For the Contractor:

Contractual Matters		Technical / operational Matters:	
Name:		Name:	
Title:		Title:	
Contractor name:		Contractor name:	
Address:		Address:	
Tel:		Tel:	
Email:		Email:	

8.2 If any provision of this Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

8.3 Neither the Contractor nor any of its personnel (as this term is referred to in Article 2 of the General Conditions) shall engage in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices (“Proscribed Practices”). In the event of any Proscribed Practice, in addition to any other rights or remedies available to UNFPA under this Contract, the Contractor may, inter alia, be declared ineligible to continue business with UNFPA.



- 8.4 For purposes of this Contract, the following shall apply:
- 8.4.1 “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;
 - 8.4.2 “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;
 - 8.4.3 “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - 8.4.4 “Coercive practice” 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;
 - 8.4.5 “Obstructive practice” means any act or omission intended to materially impede the exercise of contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to an investigation into allegations of fraud and corruption;
 - 8.4.6 “Unethical practice” means any conduct or behavior that is contrary to staff or supplier codes of conduct, such as those relating to conflict of interest, gifts and hospitality, post-employment provisions, abuse of authority and harassment.
- 8.5 UNFPA has adopted a zero tolerance policy on gifts and hospitality. The Contractor acknowledges that UNFPA personnel is prohibited from accepting any gift, even of a nominal value, including drinks, meals, food products, hospitality, calendars, stationery, transportation, recreational trips to sporting or cultural events, theme parks or offers of holidays, or any other forms of gifts, hospitality, benefits or discounts. The Contractor shall not offer any forms of gifts, hospitality, benefits or discounts to UNFPA personnel.
- 8.6 The Contractor acknowledges that the following vendors are considered ineligible for the award of any contract by UNFPA:
- 8.6.1 Vendors suspended or removed from the UN Procurement Division vendors’ list;
 - 8.6.2 Vendors declared ineligible by any UN organization;
 - 8.6.3 Vendors included on the World Bank’s listing of ineligible firms;
 - 8.6.4 Vendors included on the list maintained pursuant to the UN Security Council resolution 1267.
- 8.7 During the validity of this Contract, the Contractor shall inform UNFPA promptly and without delay by written notice if it or any of its principal officers have been included in any of the lists or listings referred to in Article 8.7 or if it or any of its principal officers have otherwise been declared ineligible for the award of any contract by any UN organization. Failure to fulfill this requirement will be considered as a breach of this Contract that entitles UNFPA to terminate this Contract forthwith.



8.8 By signing this Contract, the Contractor agrees that UNFPA is free to disclose this Contract to other UN agencies.

IN WITNESS WHEREOF, the authorized representatives of the Parties have signed this Contract on the dates set forth below:

For UNFPA		For [Contractor]	
Signature		Signature	
Name:		Name:	
Title		Title	
Date:		Date:	