United Nations Population Fund

P O Box 54

Gaborone

Botswana

Telephone: 00267 3633700

Website: <http://www.unfpa.org>

26 May, 2016

**REQUEST FOR PROPOSAL (RFP)**

**RFP Number UNFPA/BWA/RFP/16/001**

For the establishment of a:

**CONTRACT FOR PROFESSIONAL SERVICES**

In regards to:

PROVISION OF SERVICES to GABORONE, BOTSWANA

**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 **Technical Support to Undertake Market Research for Access and Utilisation of Condoms in Botswana**. 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: | Template of Proposed Contract for Professional Services |

1. 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 19 Submission, Sealing and Marking of Bids.
2. 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 *27 June, 2016*, at *1630 hours Botswana time.*

* 1. If you choose to submit your Bid in hard copy, your Technical Bid and Financial Bid should be submitted in separate, sealed envelopes in accordance to clause 19.3 Submission of hard copy Bids, and should reach the following address:

**United Nations Population Fund**

*United Nations Building*

*Cnr Khama Crescent and Presidents Drive*

*P O Box 54*

*Gaborone*

*Botswana*

* 1. If you choose to submit your Bid electronically, your Technical Bid and Financial Bid should be submitted in separate emails in accordance to clause 19.3 Submission of electronic Bids, should reach the email inbox of [botswana.office@unfpa.org](mailto:botswana.office@unfpa.org) . Do not submit Bid documents to any other email address, sending the Bid to any other email address, including as a carbon copy (cc), will violate confidentiality and result in the invalidation of the Bid.

1. Bids received after the stipulated date and time will be rejected.
2. 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: [*semausu@unfpa.org*](mailto:Botswana.office@unfpa.org)no later than *17 June, 2016* 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.
3. Any questions relating to the Bid process and/or to the attached documents shall be sent to: *Ndapiwa Semausu, Operations Manager* at email: [*semausu@unfpa.org*](mailto:semausu@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.**

1. UNFPA posts all Bids notices, clarifications and results in the United Nations Global Marketplace; hence, we strongly encourage Bidders to register on [UNGM](https://www.ungm.org/Vendor/Registration). 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 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.

1. UNFPA looks forward to receiving your Bid and thanks you in advance for your interest in UNFPA procurement opportunities.
2. This letter is not to be construed in any way as an offer to contract with your company/institution.

|  |
| --- |
| Yours sincerely, |
|  |
| *Ndapiwa Semausu*  *Operations Manager*  *Botswana*  UNFPA |
|  |
| Process reviewed and approved by: |
|  |
| *Udara Bandara*  *Procurement Specialist*  Procurement Services Branch  UNFPA |

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# Section I: Instructions to Bidders

## INTRODUCTION

## General

* 1. UNFPA’s Procurement Services Branch wishes to establish a contract for professional services with a qualified supplier(s) for the provision of Technical Support to Undertake Market Research for Access and Utilisation of Condoms in Botswana in support of UNFPA’s Programmes located in Botswana.
  2. As a result of this competitive Bid process, UNFPA plans to sign a Contract for Professional Services with a single supplier.
  3. In the event of UNFPA signing a contract the following shall apply:
     1. The successful Bidder shall accord the same terms and conditions to any other organization with the United Nations Systems, located in Botswana, that wishes to avail itself of such terms, after written consent from UNFPA’s Procurement Services Branch
     2. The contract template specified in Section VII: TEMPLATE OF CONTRACT FOR PROFESSIONAL SERVICES, shall be used.

## Eligible Bidders

* 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 in the country, or through an authorized representative.
  2. Bidders and all parties constituting the Bidder may hold any nationality.
  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:
     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. Submit more than one Bid in this Bidding process, except for alternative Bids permitted under instructions to Bidders clause 21. However, this does not limit the participation of subcontractors in more than one Bid.
     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.
     4. The following information must be disclosed in the Bid:
        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. Any other situation that could potentially lead to actual or perceived conflict of interest, collusion, or unfair competition practices.
        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.
  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:
     1. Listed as suspended or removed by the United Nations Procurement Division (UNPD);
     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)](http://www.ungm.org) as a result of having committed fraudulent activities;
     3. Included on the [UN 1267 list](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml) 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;
     4. Debarred by the World Bank Group in accordance with the [WB Listing of Ineligible Firms & Individuals](http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984) and the [WB Corporate Procurement Listing of Non-Responsible Vendors](http://web.worldbank.org/WBSITE/EXTERNAL/OPPORTUNITIES/EXTCORPPROCUREMENT/0,,contentMDK:22030810~pagePK:64147231~piPK:64147158~theSitePK:438017,00.html).
  5. All Bidders must adhere to the UN Supplier Code of Conduct, which may be found by clicking on [UN Supplier Code of Conduct](http://www.un.org/Depts/ptd/pdf/conduct_english.pdf).
  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
  7. Bids may be submitted by a Joint Venture (JV). In the case of a JV:
     1. The completed Joint Venture Partner Information Form, Section VI – Annex G: Joint Venture Partner information form, must be included with the Bid; and
     2. All parties to the JV shall be jointly and severally liable; and
     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.

## Cost of Bid

* 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.

## Fraud and Corruption

* 1. UNFPA’s Policy regarding fraud and corruption is available by clicking on [Fraud Policy](http://www.unfpa.org/resources/fraud-policy-2009#overlay-context=node/10356/draft) and applies fully to this Bid. Submission of any Bid implies that the Bidder is aware of this Policy.
  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.
  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. Pursuant to this Policy, UNFPA defines the terms set forth as follows:
     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;
     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;
     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. “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:
     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.
     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
  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;
  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.
  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.
  8. Suppliers, their subsidiaries, agents, intermediaries, and principals must cooperate with UNFPA’s Office of Internal Audit and Investigation Services (OIAS), as well as with any other investigations authorized by the Executive Director and with the UNFPA Ethics Officer as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives, agents, and assignees of the supplier and submission of all requested documents, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNFPA to repudiate and terminate the contract, and to debar and remove the supplier from UNFPA’s list of registered suppliers.
  9. A confidential Anti-Fraud Hotline is available to any Bidder to report suspicious fraudulent activities at [UNFPA Investigation Hotline](http://web2.unfpa.org/help/hotline.cfm)

## Zero Tolerance

* 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](http://www.unfpa.org/about-procurement#ZeroTolerance).

## Disclaimer

* 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).

## Solicitation Documents

## UNFPA Bidding document

* 1. This RFP document is posted on [United Nations Global Marketplace (UNGM)](https://www.ungm.org/Public/Notice).
  2. Bidding documents consists 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: | Checklist on UNFPA General Conditions of Contract |
| Annex F: | Price Schedule Form |
| Annex G: | Joint Venture Partner Information Form |
| Annex H: | Bank Guarantee for Advance Payment |
| Annex I: | Performance Security |
| Annex J: | Checklist of Bid Forms |
| Section VII: | Template of Proposed Contract for Professional Services |

* 1. 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.
  2. 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.
  3. 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.

## Clarifications of Bidding document

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

Ndapiwa Semausu, Operations Manager, [semausu@unfpa.org](mailto:semausu@unfpa.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 06 June, 2016 at 1400 hours Botswana time.

* 1. 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. A copy of the questions and UNFPA’s answers will also be posted on UNGM, ([www.ungm.org](http://www.ungm.org)) .
  2. 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.

## Amendments to Bidding documents

* 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.
  2. UNFPA shall post all amendments under the original notice on UNGM. All prospective Bidders that have received the Bidding documents shall periodically check if amendments have been posted to the bidding documents on UNGM.
  3. To give prospective Bidders reasonable time to take the amendments into account, UNFPA may, at its discretion, extend the Bid submission deadline.

## Preparation of Bids

## Language of the Bid

* 1. Bid documents and all related correspondence will be written in English.
  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.

## Bid currency and prices

* 1. All prices shall be in US dollars (USD) or any other convertible currency.
  2. The Bidder shall indicate on the Price Schedule Form in accordance to Section VI – Annex F: Price Schedule Form the unit of measure, the unit price and total Bid price of the goods and/or services (where applicable) it proposes to supply under the contract.

## Conversion to single currency

* 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 USD at the [UN Operational Rate of Exchange (UNORE)](http://treasury.un.org/operationalrates/OperationalRates.aspx) on the last day for submission of Bids.

## Most favored pricing

* 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.

## Validity of Bids

* 1. Bids must remain valid for 120 calendar days 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.

## Submission of Bids

## Documents establishing eligibility and conformity to Bid documents

* 1. Evidence of conformity of the goods/services to the Bidding documents may include the following documentation as described in clauses 16 Technical Bid and 16.1.13 Financial Bid, to be completed and returned in hard copies or in electronic format depending on the submission approach selected.
  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.

## Technical Bid

* 1. Documents establishing the eligibility of the Technical Bid:

* + 1. Section VI – Annex B: Bid Submission Form, in PDF format.
    2. Completed Bidder Identification Form; Section VI – Annex C: Bidder Identification Form in PDF format.
    3. Completed Bidder’s Previous Experience; Section VI – Annex D: Bidder’s Previous Experience in PDF format.
    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 PDF format.
    5. Completed and signed Checklist on General Conditions of Contracts; Section VI – Annex E: Checklist on UNFPA General Conditions of Contract in PDF format.
    6. Supporting documents/information per the Supplier Qualification Requirements; Section V: Supplier Qualification Requirement
    7. Completed Joint Venture Partner Information Form; Section VI – Annex G: Joint Venture Partner information form in PDF format.
    8. Performance Security; Section VI – Annex I: Performance Security in PDF format.
    9. Copy of last three years of audited financial statements.

## Financial Bid

* 1. Bidders must complete the Price Schedule Form in accordance to Section VI – Annex F: Price Schedule Form – both in PDF format (signed version) and excel format. The separate Financial Bid must contain a quotation in a single currency, itemizing all services to be provided.
  2. Please consider the following information when completing the Price Schedule Form:
     1. The Price Schedule Form must provide a detailed cost breakdown, as shown in Section VI – Annex F: Price Schedule Form. Bidders are required to provide separate figures for each of the steps for each item.
     2. 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.
     3. 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.
     4. Submit this Financial Bid in a separate envelope/email from the rest of the Technical Bid.

## Partial Bids

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

## Submission, sealing, and marking of Bids

* 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.
  2. UNFPA provides alternative methods of Bid submission:
     1. Electronic Bids may be submitted via email in accordance with the guidelines provided in clause 19.3.
     2. Hard copy Bids may be delivered personally, by mail, or by courier in accordance with the guidelines provided in clause 19.4
     3. Any of the above options is acceptable and only one method is required. In accordance with UNFPA’s green procurement initiative, electronic submissions are strongly encouraged.

## Submission of electronic Bids

* + 1. Bidders must enter the following text in the subject line: UNFPA/*BWA*/RFP/*16*/*001*, *Company Name*, and specify “Technical Bid” or “Financial Bid”. Example below:
       1. Submissions without this text in the subject line may be rejected.
    2. Electronic submissions must be sent only to [botswana.office@unfpa.org](mailto:botswana.office@unfpa.org) .Bids received at [botswana.office@unfpa.org](mailto:botswana.office@unfpa.org) mailbox shall not be opened before the scheduled opening date. **Sending the Bid to any other email address, including as a carbon copy (cc), will violate confidentiality and result in the invalidation of the Bid.**
    3. The total size of the email submission must **not exceed 25 MB**, including e-mail body, attachments, and headers.
    4. It is recommended that the entire Bid be consolidated into as few attachments as possible, in commonly-used file formats in accordance to what has been stated in clauses 16 & 16.1.13. If the Bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. Multiple emails must be clearly identified by indicating in the subject line “email X” sequentially, and the final “email Y – final”.
    5. It is the Bidder’s responsibility to ensure that Bids sent by email are received by the submission deadline. Bidders will receive an auto-reply acknowledging the receipt of each email when it is received by UNFPA’s email system. If you do not receive an auto-reply, inform Ndapiwa Semausu, Operations Manager at [semausu@unfpa.org](mailto:semausu@unfpa.org)

## Submission of hard copy Bids

* + 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.
    2. Marking of hard copy Bids
       1. The **outer envelope** must be clearly marked with:

UNITED NATIONS POPULATION FUND

*United Nations Building*

*Cnr Khama Crescent and Presidents Drive*

*Gaborone*

*Botswana*

UNFPA/*BWA*/RFP/16/001, Botswana

Attention: Ndapiwa Semausu

**TO BE OPENED ONLY BY AUTHORIZED UNFPA PERSONNEL**

**DO NOT OPEN BEFORE *[27 June, 2016 at 1630 hours Botswana time***]

* + - 1. 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.
      2. The **inner envelopes** must be clearly marked with:

UNITED NATIONS POPULATION FUND

UNITED NATIONS POPULATION FUND

*United Nations Building*

*Cnr Khama Crescent and Presidents Drive*

*Botswana*

UNFPA/*BWA*/RFP/16/001, Botswana

Attention: Ndapiwa Semausu

**TO BE OPENED ONLY BY AUTHORIZED UNFPA PERSONNEL**

Submission 1 of 2: UNFPA/BWA/RFP/16/001 *[Company name]*, Technical Bid

Submission 2 of 2: UNFPA/BWA/RFP/16/001*[Company name]*, Financial Bid

## Deadline for submission of Bid and late Bids

* 1. Bids must be delivered to United Nations Population Fund, UN Building, Cnr Khama Crescent and President’s Drive, Gaborone, Botswana by 27 June 2016 at 1630 hours Botswana time. 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.
  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.

## Modification and withdrawal of Bids

* 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.
  2. Bidders may modify, substitute or withdraw their Bid after submission, provided that written notice is received by UNFPA prior to the submission deadline.
  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.
  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.

## Storage of Bids

* 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.

## Bid Opening and Evaluation

## Bid opening

* 1. UNFPA will conduct an internal Bid opening on 28 June, 2016, at 0900 hours Botswana time at the office of UNFPA in Botswana.
  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. The bid opening is not going to be a public bid opening.
  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.
  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.
  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.

## Clarification of Bids

* 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.

## Preliminary examination of Bids

* 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.
  2. The procurement official will determine the substantial responsiveness of each Bid to the RFP during the preliminary examination.
  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:
     1. Affects in any substantial way the scope, quality, or services specified; or
     2. Limits in any substantial way, inconsistent with the Bidding documents, UNFPA’s rights or the Bidder’s obligations under the contract; or
     3. If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
  4. UNFPA considers material deviations to include, but not be limited to the following:
     1. During preliminary examination of Bids
        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;
        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;
        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.
        4. Non-eligibility of the Bidder;
        5. Financial information is included in the Technical Bid.
        6. During technical evaluation of Bids and qualification of Bidders:
        7. Bids do not reach the minimum threshold on technical score.
        8. The Bidder does not meet the minimum conditions for qualification.
        9. During Financial evaluation of Bids:
        10. The Bidder does not accept the required price correction in accordance to Section I: Instructions to Bidders, clause 26.1.3
        11. Required price components are missing;
        12. The Bidder offers less quantity than what is required
  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.

## Non-conformities, errors, and omissions

* 1. Provided that a Bid is substantially responsive:
     1. UNFPA may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
     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.
     3. UNFPA shall correct arithmetical errors on the following basis:
        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;
        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.

## Evaluation of Bids

* 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.
  2. The Financial Bid will be opened only for those Bidders, where Technical Bids reach a minimum score of **70%****and who have fulfilled the supplier qualifications.** The total number of points a Bidder may obtain for Technical and Financial Bids is 100 points.
  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.
  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.
  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.

## Technical evaluation

* 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 |  | 25% |  | |
| 1. Implementation (work) plan and management plan | 100 |  | 20% |  | |
| 1. Specific experience and expertise relevant to the assignment | 100 |  | 15% |  | |
| 1. Customer Satisfaction/Quality Programme of the Company | 100 |  | 20% |  | |
| 1. Organization and staffing | 100 |  | 20% |  | |
| GRAND TOTAL ALL CRITERIA | 500 |  | 100% |  |

* + 1. Scoring Scale System
    2. 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 | 90 – 100 |
| Exceeds the requirements | 80 – 89 |
| Meets the requirements | 70 – 79 |
| Partially meets the requirements | 1 – 69 |
| Does not meet the requirements or no information provided to assess compliance with the requirements | 0 |

## Supplier qualification requirements

* 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 |  |  |
| 4 | Financial stability |  |  |
| 5 | Bidder is experienced and technically capable of delivering the services |  |  |

* 1. 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.
  2. 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.

## Financial evaluation

* 1. The Financial Bid will only be evaluated if the Technical Bid achieves the minimum score asindicated in clause 27.2and 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.
  2. The Financial Bid is evaluated on the basis of its responsiveness to the Price Schedule Form Section VI – Annex F: 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 ($) | X 100 (Maximum Score) |
| Bid being Scored ($) |

## Total score

* 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.

Total Score = 70% Technical Score + 30% Financial Score

## Award of Contract and Final Considerations

## Award of Contract

* 1. UNFPA intends to award the Contract for Professional Services to the Bidder that obtains the highest combined score of the Technical and Financial evaluation.
  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.

## Rejection of Bids and annulments

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

## Right to vary requirements and to negotiate at time of award

* 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.
  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.
     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.
     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.

## Signing of the Contract

* 1. The procurement official will send the successful Bidder 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: TEMPLATE OF CONTRACT FOR PROFESSIONAL SERVICES of the Bidding documents prior to submitting a Bid. The successful bidder shall deliver the services in accordance with the delivery schedule outlined in the Bid/ Contract only after both parties sign the contract.
  2. UNFPA reserves the right to discontinue the contract if the supplier’s performance is not satisfactory to UNFPA.

## Publication of Contract Award

* 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: Contract/ 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.

## Payment Provisions

* 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.

## Bid protest

* 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 Ms. Mareledi Segotso, Assistant Representative at [segotso@unfpa.org](mailto:segotso@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](mailto:procurement@unfpa.org).

## Documents establishing sustainability efforts of the Bidder

* 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](mailto: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 (TOR)

**TECHNICAL SUPPORT TO UNDERTAKE MARKET RESEARCH FOR ACCESS AND UTILISATION OF CONDOMS IN BOTSWANA**

1. **Background**

Botswana has one of the highest HIV prevalence rates in Sub Saharan Africa of 21.9% among adults 15-49. Young women have prevalence twice (6.0%) that of their male counterparts (3.5%). Response to HIV in the past resulted in decrease in new infections among young people (YP) 15-24 years. Data suggests that new infections continue to rise in this age group partly due to lack of open discussion on sexuality issues. Male and female condoms are the only multipurpose devices that simultaneously prevent sexually transmitted infections (STIs), including HIV, and unintended pregnancy. In 2014 Botswana was among 20 countries worldwide considered low method mix with high dominance of one contraceptive method (male condom) for women aged 15-49. While familiarity with condoms is high among most population groups, condom usage, access and availability in Botswana is inadequate. Decreases in condom use across the general population have been observed for both genders and across all age groups. Condom use within the general population fell from 90.2%, recorded in the 2008 BAIS III to 81.9% recorded in the 2013 BAIS IV. Decreased rates of condom use were found in all females from 89.5% to 83.14% and all males from 90.4% to 81.2%. Within the 25-49 year old categories condom use fell for males from 87.8% to 77% and from 85.9% to 81% for females as reported in BAIS III and IV, respectively.

Condom programming is key in the HIV prevention strategy hence continuous availability of reproductive health commodities required. This largely depends on a robust logistics supply chain management supported by a strong LMIS that can track the flow of commodities from central point to the end user. Botswana’s total market landscape is made up largely of public sector condoms, accounting for 85% in 2012 a very slim portion shared between private sector and social marketing.

The condom market in Botswana has traditionally consisted of three sectors: the public sector, which distributes fully subsidized (free) condoms; the social marketing sector, which distributes partially subsidized condoms at low cost; and the commercial sector, which sells condoms for a profit. While the role of the public and commercial sectors has not changed, the social marketing sector no longer sells partially subsidized condoms. In 2012, PSI/Botswana, the only social marketing organization in the country, transferred the management of its condom brands to PSI/South Africa, a PSI regional branch for Southern Africa. As a result of this change, socially marketed brands that were previously subsidized are now sold at full cost recovery. Despite these improvements, the market remains heavily subsidized and dominated by free public sector condoms. Concerns about appropriate pricing strategies, “crowding out” the commercial sector, and inefficiencies in the use of public funds, have prompted UNFPA and PSI to adopt a total market approach (TMA) to help manage the condom supply in Botswana. TMA requires that all three sectors work together to “grow the condom market” and meet the needs of different segments of the population.

In addition to growing the condom market in the country, there is need to understand the consumer behavior and preferences on condoms to inform the market flow. Currently Botswana is experiencing a decline in condom use across all ages and sex; there has been an outcry among the public on the *Lorato* condoms (public sector condoms) which are now not supplied in the country. As the major market, government needs to boldly understand what the consumers prefer to increase uptake and use of condoms. In addition as an upper middle income country Botswana faces a challenge of being the sole provider of commodities with a few suppliers from development partners such as UNFPA and USAID mainly to meet acute shortage that are intermittent. This calls for creatively supporting private sector to expand their market in-country as per the ‘20 by 20 initiative” that involves the private sector in working with and helping governments, NGOs and the public sector in Africa to increase the usage, access and availability of 20 billion condoms by the year 2020.

Private sector is important in being an active player in the condom market because it is flexible, innovative, consumer oriented and user friendly supplier of condoms in markets where it operates. It will develop products and marketing to educate and engage to increase demand and will ensure supply to meet that demand. As such the general public—and particularly youth populations—often find products developed and sold by the private sector to be more attractive and perceive them to be of better quality than those provided by the public sector and are therefore more likely to acquire, carry and use them. A coordinated commitment and undertaking by the private sector to work in new areas and alongside public sector programmes increase sales of male and female condoms may reach and engage new users and encourage more frequent use of condoms; making condom use a lifestyle choice as opposed to a protective health measure and seeing an increase in sales of male and female condoms. It is therefore crucial to explore possibility of market segmentation to determine people who are capable of purchasing condoms to ease the burden on relying largely on free condoms. Once the other markets are open there is sustainability and reduction of risk should the government face challenges in providing a continuous supply of commodities.

It is against this background that the UNFPA seeks the services of an international consultancy firm to support a consultancy to undertake a market research on condoms in Botswana.

1. **Objective**

The overarching objective of the consultancy is to explore comprehensive condom programming in Botswana with focus on condom availability, accessibility and utilization.

**Specific Objectives**

Specifically the consultancy will;

* In the context of availability review the availability of condoms in Botswana per the 3 condom markets (public, social marketing and private) and their level of uptake
* Determine consumer behavior & preference per population segment to guide branding of public sector condoms
* In the context of accessibility of condoms and the need to open the other condoms markets beyond public sector, determine willingness to pay for condoms by consumers

1. **Scope**

Under the supervision of the ASRH Specialist and overall guidance from the Assistant Representative the contractor will:

**Condom access and utilization**

* Determine condom access and utilization with focus on key national strategies and guidelines on provision of condoms in Botswana; current condom market, number of brands and price points and availability of product variants. Including mapping population segments, consumer behavior (inclusive of general usage behaviour, preferences, perceived benefits, drivers and barriers to usage).
* In collaboration with local experts, CCP TWG and young people determine the ideal condom & its positioning for robust uptake

**Determine willingness to pay for condoms**

* Determine consumers’ willingness to pay for condoms in the absence of free condoms and the least price they can pay.

1. **Expected Outputs/Key deliverables**
2. Submission of inception report detailing how the consultant will approach the exercise with clear methodologies and relevant tools
3. Finalized report on condom access & utilization and willingness to pay for condoms (soft copy & 2 ready for print hard copies) and recommendations for condom branding and overall condom programming
4. Submit 2 proposed ideal packaging for the condom & clear positioning strategy for the condom (electronic)
5. Electronic and two hard copies of condom market research report including the detailed consultancy process and
6. **WORK PLAN:**

|  |  |
| --- | --- |
| **Task** | **Timeline** |
| Consultants engaged | **1 August** |
| Methodology Developed | **15 September** |
| Field work | **September/October** |
| Draft report | **1 October** |
| Report review by UNFPA & partners | **1-16 October** |
| Final Report | **30 October** |

1. **Composition of the team:** The consultancy firm should possess the following qualifications and skills
2. A consultancy firm with at least 10 years of traceable and similar experience in undertaking work on market analysis and consumer behavior related to the health field/ Reproductive health and specifically on male and female condoms, preferably in a developing country
3. Team composition should include high level technical experts with a minimum of Master’s Degree Information Technology/Information Systems, Supply Chain Management, Business Administration, Management, Engineering
4. Experience in condom procurement and supply chain management and the national health commodity logistics systems
5. Analytical skills related to health issues especially ; skills to work in teams and as a facilitator
6. Ability to produce high quality and concise written reports
7. **Management and conduct of the consultancy:**

The consultancy firm will work under close consultation with Ministry of Health, under direct supervision of Director of Department of HIV and AIDS Prevention and Care; Close collaboration with Chief Health Officer/BCIC (DHAPC) and National Program Officer and Monitoring and Evaluation Officer at UNFPA; Meet regularly with Technical Working Group for quality assurance; Briefing of senior management of Ministry of Health and UNFPA.

1. **Time Frame:** 3 months

# 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 **(without indicating the applicable fee and rates as such information should be included only in the financial proposal)** 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. Detailed description of the technical specifications of your Bid.
9. A list of tasks which are out-of-scope versus in-scope.
10. Why you would be qualified for this project (Similar reference deliverables, ideally with live examples).
11. UNFPA requests Bidders to submit information on environmental and social policies and any related documentation in their Bid.
12. 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 - UNFPA 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.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| [Provision of Services](http://www.unfpa.org/resources/unfpa-general-conditions-services) | For contract/PO values equivalent or over USD 100,000 covering services | [English](http://www.unfpa.org/sites/default/files/resource-pdf/UNFPA%20General%20Conditions%20-%20Services%20EN.pdf) | [French](http://www.unfpa.org/sites/default/files/resource-pdf/UNFPA%20General%20Conditions%20-%20Services%20FR_0.pdf) | [Spanish](http://www.unfpa.org/sites/default/files/resource-pdf/UNFPA%20General%20Conditions%20-%20Services%20SP_0.pdf) |

# Section IV: UNFPA Special Conditions of Contract

|  |  |
| --- | --- |
| **KEY PERFORMANCE INDICATORS** | Successful Bidder’s performance will be monitored and evaluated by UNFPA to enable the assessment on the effectiveness, efficiency and/or consistency of services provided. The results of the evaluation will be communicated to the supplier to enable improvements. An extension of the contract, if any, will take into consideration results of performance evaluation(s). The evaluation will be based on, but not limited to, the following key performance indicators:  **Services:**   * Expected output achieved on timely manner * Satisfactory level of quality and technical competence * Effective and timely communication and professionalism * Adherence to contractual agreement   Key performance indicators may be modified and/or added during the validity of this contract. |
| **PAYMENT TERMS** | 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.  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 payment. UNFPA will normally require a bank guarantee or other suitable security arrangement in such cases.  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. |
| **LIQUATED DAMAGES** | In the event of a Contract being issued and in case the Vendor fails to deliver/perform the services in accordance to the milestones stipulated in the Contract and/or Purchase Order, UNFPA reserves the rights to claim liquidated damages from the Vendor and deduct 3% of the value of the services pursuant to the Purchase Order per additional week of delay, up to a maximum of 10% of the value of the Purchase Order. The payment or deduction of such liquidated damages shall not relieve the Vendor from any of its other obligations or liabilities pursuant to any current Contract or Purchase Order. |

# Section V: Supplier Qualification RequirementS

1. **Legal and regulatory requirements**
   1. This will be judged based on the checklist on UNFPA General Conditions of Contracts that will be 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 UNFPA General Conditions of Contracts: Provision of Services. (For this, use Section VI – Annex E: Checklist on UNFPA General Conditions of Contract)
2. **Legal status of the Bidder**
   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)
3. **Bidder’s eligibility**

Technical Proposals from the Bidders should provide written confirmation that they are not listed in any of the banned/suspended supplier lists.

* 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](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml) 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](http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984) and the [WB Corporate Procurement Listing of Non-Responsible Vendors](http://web.worldbank.org/WBSITE/EXTERNAL/OPPORTUNITIES/EXTCORPPROCUREMENT/0,,contentMDK:22030810~pagePK:64147231~piPK:64147158~theSitePK:438017,00.html).

1. **Financial stability**
   1. 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.
   2. Provide contact details of commercial banks and names of contact persons from whom UNFPA could seek feedback regarding financial stability.
2. **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

# 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: | Checklist on UNFPA Conditions of Contract | Mandatory | PDF |
| Annex F: | Price Schedule Form | Mandatory | PDF & Excel |
| Annex G: | Joint Venture Partner Information Form | OptionalOptionalOptional | PDF |
| Annex H: | Bank Guarantee for Advance Payment | OptionalOptionalOptional | PDF |
| Annex I: | Performance Security | Not ApplicableNot ApplicableNot Applicable | PDF |
| Annex J: | Checklist of Bid Forms | Not Applicable | Not Applicable |

# Section VI – ANNEX A: Bid Confirmation Form

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

|  |  |  |  |
| --- | --- | --- | --- |
| To: | UNFPA *Botswana* | Date: |  |
|  | *Ndapiwa Semausu* | Email: | *semausu@unfpa.org* |
|  | | | |
| From: | *[Insert Company Name]* | | |
|  | *[Insert Contact person from Company]* | | |
|  | *[Insert Telephone number]* | | |
|  | *Insert E-mail address of contact person]* | | |
|  | *[Insert Postal address of Company]* | | |
|  | | | |
| Subject: | UNFPA/BWA/RFP/16/001 | | |

|  |  |
| --- | --- |
|  | YES, we intend to submit a bid in response to the above mentioned RFP. |
|  | 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)

|  |  |
| --- | --- |
|  | YES, even though on this occasion we have not submitted a Bid we are definitely interested in future possible RFP’s. |
|  | 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

[Insert Address of office coordinating Bid process]

Dear Sir/Madam,

The undersigned, having read the RFP documents of UNFPA/BWA/RFP/16/001, 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 document.

We agree to abide by this Bid for a period of 120 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 is concluded on the basis of the Technical and Financial Bids and

We have no conflict of interest in accordance with Section I: Instructions to Bidders clause 2.3.

Our firm, its affiliates or subsidiaries including any subcontractors or suppliers for any part of the contract have not been declared ineligible by UNFPA, in accordance with Section I: Instructions to Bidders clause 2.4.

Best regards

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

# Section VI – Annex C: Bidder Identification Form

UNFPA/BWA/RFP/16/001,

|  |  |
| --- | --- |
| 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) |  |

|  |  |
| --- | --- |
| 1. **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) |  |

|  |  |
| --- | --- |
| 1. **Expertise of Staff** | |
| Total number of staff |  |
| Number of staff involved in similar contracts |  |

|  |  |
| --- | --- |
| 1. **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[[1]](#footnote-1)** | **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: |  | Countersigned by and stamp of Chartered Accountant |  |
| Name and title: |  | Name and title: |  |
| Name of Company: |  | Name of Company: |  |
| Telephone: |  | Telephone: |  |
| Email: |  | Email: |  |
| Date: |  | Date: |  |

# Section VI – Annex E: Checklist on UNFPA General Conditions of Contract

Complete and submit this document as part of the Technical Proposal.

|  |  |
| --- | --- |
| **Criterion** | **Response from the Bidder** |
| Bidder reviewed the original RFP UNFPA/BWA/RFP/16/001 including all annexes, any subsequent revisions and all the answers to the questions received from prospective Bidders posted on United Nations Global Marketplace in full before submitting the Technical and Financial Bids? |  |
| Bidder fully agrees with all the Terms and Conditions given in the RFP UNFPA/BWA/RFP/16/001 including Annexes, the subsequent revisions and the clarifications provided through the answers to the questions received from prospective Bidders?  (if your answer is other than YES fill in the table below) |  |

|  |  |  |
| --- | --- | --- |
| **Original term/condition per RFP UNFPA/BWA/RFP/16/001 and the subsequent revisions** | **Proposed deviation (alternate clause), if any, by the Bidder** | **Reason for proposing alternate clause** |
|  |  |  |
|  |  |  |
|  |  |  |

***Special Note****:* If Bidder proposes any deviations from the Terms and Conditions stipulated on the RFP document, such deviations must be included on this Form. Such deviations should not be indicated within the main body or any other part of your Technical Bid. If the proposed modifications are not acceptable to UNFPA, UNFPA reserves the right to reject the Bid. UNFPA strongly encourages avoiding the deviations for semantic changes.

|  |  |  |
| --- | --- | --- |
|  | **On behalf of Business Authority** | **On behalf of Legal Authority** |
| Signature |  |  |
| Name |  |  |
| Title |  |  |
| Company |  |  |
| Email address |  |  |
| UNGM Registration No. |  |  |

# Section VI – Annex F: Price Schedule Form

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

1. Submit this document in a separate email 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.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item | Description | Number & Description of Staff by Level | Hourly Rate | Hours to be Committed | Total |
| 1. Professional Fees | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| *Total Professional Fees* | | | | | $$ |
| 1. Out-of-Pocket expenses | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| *Total Out of Pocket Expenses* | | | | | $$ |
| ***Total Contract Price***  *(Professional Fees + Out of Pocket Expenses)* | | | | | $$ |

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

# Section VI – Annex G: Joint Venture Partner information form

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

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

UNFPA/BWA/RFP/16/001

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

|  |
| --- |
| 1. Bidder’s Legal Name: *[Insert Bidder’s legal name]* |
| 2. Joint Venture (JV) Party Legal Name: *[Insert JV’s Party legal name]* |
| 3. JV’s party country of registration: *[Insert JV’s Party country of registration]* |
| 4. JV’s party year of registration: *[Insert JV’s Part year of registration]* |
| 5. JV’s party legal address in country of registration: *[Insert JV’s Party legal address in country of registration]* |
| 6. JV’s party authorized representative information  Name: *[Insert name of JV’s Party authorized representative]*  Address: *[Insert address of JV’s Party authorized representative]*  Telephone/Fax numbers: *[Insert telephone/fax numbers of JV’s Party authorized representative]*  Email Address: *[Insert email address of JV’s Party authorized representative]* |
| 7. Attached are copies of original documents of:*[Check the box(es) of the attached original documents]*  Articles of Incorporation or Registration of firm named in 2, above, in accordance with Section I: Instructions to Bidders clause 2: Eligible Bidders.  JV Agreement, or letter of intent to enter into such an agreement, signed by the legally-authorized signatories of all the parties |

# Section VI – Annex H: Bank Guarantee for Advance Payment

The bank, as requested by the successful Bidder, shall fill in this Form in accordance with the instructions indicated.]

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

RFP: UNFPA/BWA/RFP/16/001

*[bank’s letterhead]*

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

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

We, *[insert legal name and address of bank],* have been informed that *[insert complete name and address of Bidder]* (hereinafter called "the supplier") has entered into a Contract for Professional Services Number *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of goods/services to be delivered]* (hereinafter called the “contract").

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

At the request of the supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)[[2]](#footnote-2) in figures and words]* upon receipt by us of your first demand in writing declaring that the supplier is in breach of its obligation under the contract because the supplier used the advance payment for purposes other than toward delivery of the goods/services.

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

This guarantee shall remain valid and in full effect from the date of the advance payment received by the supplier under the contract until *[insert date[[3]](#footnote-3)].*

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

# Section VI – Annex I: Performance Security

No performance security shall be requested.

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

RFP: UNFPA/BWA/RFP/16/001

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

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

**PERFORMANCE GUARANTEE NUMBER:** *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Bidder]* (hereinafter called "the supplier") has entered into Contract for Professional Services Number *[insert number]* dated *[insert day and month], [insert year]* with you, for the supply of *[description of goods and related services]* (hereinafter called the “contract").

Furthermore, we understand that, according to the conditions of the contract, a performance guarantee is required.

At the request of the supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)[[4]](#footnote-4) in figures and words]* upon receipt by us of your first demand in writing declaring the supplier to be in default under the contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,*[[5]](#footnote-5)* and any demand for payment under it must be received by us at this office on or before that date.

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

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

# Section VI – Annex J: 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: UNFPA 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 D: Bidder’s Previous Experience |  |  |
| 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 F: Price Schedule Form |  |  |
| Have you completed the Joint Venture Partner Information Form? | Section VI – Annex G: Joint Venture Partner information form |  |  |
| Have you reviewed all of the relevant Contract form(s)? | Section VII: TEMPLATE OF CONTRACT FOR PROFESSIONAL SERVICES |  |  |
| 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 11 & 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 I: Instructions to Bidders clause 2.4 |  |  |
| Have you provided copies of current certificates such as GMP/Quality, FSC/CPP, manufacturer’s ISO certificate for the product, manufacturer’s CE certificate, USA510k, Japan QS standard, etc.? | SECTION II: ANNEX A |  |  |
| 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 19.3 (hard copy Bids) or clause 19.4 (electronic Bids) or clause 20 (Submission through an online system)? | Section I: Instructions to Bidders, clause 19.3 |  |  |
| If submitted electronically through email, is the file size of the Bid less than 8MB? (If the file size is above 8 MB, refer to Instructions to Bidders clause 19.4.3) | Section I: Instructions to Bidders |  |  |
| 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 E: Checklist on UNFPA General Conditions of Contract |  |  |
| Have you provided evidence that the Bidder has successfully completed at least one similar contract within the last five years for supply of goods/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.,   * List of similar contracts/LTAs executed for other clients including contact details. * Evidence that the Bidder possesses experience in the geographical area. * 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 |  |  |
| Have you supplied clients’ certificates in support of the satisfactory operation of the goods/services as specified above? | Section VI – Annex D: Bidder’s Previous Experience |  |  |
| Have you checked Section I: Instructions to Bidders, clauses, 16 & 17 and provided all requested documentation in the correct formats? | Section I: Instructions to Bidders, clauses 16 & 16.1.13 |  |  |

# Section VII: TEMPLATE OF CONTRACT FOR PROFESSIONAL SERVICES

**CONTRACT Nº UNFPA/CCC/PSC/YY/NNN**

**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. 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, [and] |
| [Annex C:] | [Any other document that may be required |

* 1. 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, [and] |
| 1.2.4 | [Fourth, Annex C |

* 1. 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.
  2. 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**

* 1. This Contract shall enter into force on the date of the last signature affixed by the Parties (the “Commencement Date”).
  2. 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**

* 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** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

* 1. 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.
  2. 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. 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.
  4. 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**

* 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** |
|  |  |  |
|  |  |  |
|  |  |  |

* 1. The Fee shall be inclusive of all applicable cost of material, professional charges, allowances, travel related costs and any other miscellaneous expenses applicable.
  2. 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.
  3. 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. 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**

* 1. The Parties agree that [Insert article] of the UNFPA General Conditions shall be amended to read as follows: [Insert wording of amended article].
  2. The Parties agree (…).]

No special conditions shall apply.

**ARTICLE 6**

**SECURITY**

* 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).
  2. The Contractor shall:
     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;
     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.
  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.
  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.
  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. 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.
  7. Upon the Contractor’s request, UNFPA may provide security advisory information to the Contractor.

**ARTICLE 7**

**REVIEW; IMPROPER PERFORMANCE**

* 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.
  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:
  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.
  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.
  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.
  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**

* 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.
  2. 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: |  |

* 1. 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.
  2. 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.
  3. For purposes of this Contract, the following shall apply:
     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;
     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;
     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. “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;
     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;
     6. “Unethical practice” means any conduct or behaviour 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.
  4. 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.
  5. The Contractor acknowledges that the following vendors are considered ineligible for the award of any contract by UNFPA:
     1. Vendors suspended or removed from the UN Procurement Division vendors’ list;
     2. Vendors declared ineligible by any UN organization;
     3. Vendors included on the World Bank’s listing of ineligible firms;
     4. Vendors included on the list maintained pursuant to the UN Security Council resolution 1267.
  6. 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.
  7. 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: |  |

*(N.B. Each page of the contract is to be initialed)*

1. Please indicate relevant contracts to the one requested in the RFP. [↑](#footnote-ref-1)
2. *The bank shall insert the amount(s), either in the currency(ies) of the contract or a freely-convertible currency acceptable to UNFPA.* [↑](#footnote-ref-2)
3. *Insert the delivery date stipulated in the contract delivery schedule. UNFPA should note that in the event of an extension of the time to perform the contract, UNFPA would need to request an extension of this guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, UNFPA might consider adding the following text to the Form, at the end of the penultimate paragraph: “We agree to a one-time extension of this guarantee for a period not to exceed [six months/one year], in response to UNFPA’s written request for such extension, such request to be presented to us before the expiration of the guarantee.”* [↑](#footnote-ref-3)
4. *The Bank shall insert the amount(s) specified in the SCG and denominated, as specified in the SCG, either in the currency(ies) of the Contract or a freely-convertible currency acceptable to UNFPA.* [↑](#footnote-ref-4)
5. *UNFPA should note that, in the event of an extension of the time to perform the Contract, UNFPA would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, UNFPA might consider adding the following text to the Form, at the end of the penultimate paragraph: “We agree to a one-time extension of this Guarantee for a period not to exceed [six months/one year], in response to UNFPA’s written request for such extension, such request to be presented to us before the expiration of the Guarantee.”* [↑](#footnote-ref-5)