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Vientiane Capital  
Lao PDR  
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<http://lao.unfpa.org>

**25 August 2016**

**REQUEST FOR PROPOSAL (RFP)  
RFP No. UNFPA/LAOS/16/001**

For the establishment of a:

**CONTRACT FOR PROFESSIONAL SERVICES**

In regards to:

**Provision of Stock Availability Survey 2016 to Vientiane Capital, Lao PDR**

**LETTER OF INVITATION**

Dear sir/Madam,

1. UNFPA, United Nations Population Fund, an international development agency, is seeking qualified offers for the above-mentioned services. Your company is kindly invited to submit your best Technical and Financial offers for the requested services. Your bid could form the basis for a contract for professional services (CPS) between your firm/institution and the UNFPA.
2. To enable you 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

3. The Bid process will be conducted through a TWO-envelope system. Interested Bidders are requested to submit their Technical Bid *separately* from their Financial Bid containing price information. Specific instructions for the submission can be found Section I – Instructions to Bidders, clause 20 Submission, Sealing and Marking of Bids.
4. Bidders are requested to carefully read Section I – Instructions to Bidders, clause 20 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.

The bid shall reach UNFPA's reception no later than 13 September 2016, at 16:00 hrs. Vientiane time (Reference: <http://www.timeanddate.com/worldclock/laos/vientiane>).



- a. 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 20.34 Submission of hard copy Bids, and should reach the following address:  
  
**United Nations Population Fund**  
*Ban Phonesavanh Tai*  
*Sisattanak District, Vientiane Capital*  
*Lao PDR*  
*Attention: Vilaykham Lasasimma, Operations Manager*
  - b. If you choose to submit your Bid electronically, your Technical Bid and Financial Bid should be submitted in separate emails in accordance to clause 20.3 Submission of electronic Bids, should reach the email inbox of [laos.office@unfpa.org](mailto:laos.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.
5. Bids received after the stipulated date and time shall be rejected under any circumstances.
  6. Bidders are asked to acknowledge receipt of this RFP using the Bid Confirmation Form SECTION VI – ANNEX A: BID CONFIRMATION FORM. A completed Form should be e-mailed to: *Vilaykham Lasasimma, Operations Manager at email address: [lasasimma@unfpa.org](mailto:lasasimma@unfpa.org)* no later than 31 August 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.
  7. Any questions relating to the Bid process and/or to the attached documents shall be sent to: : *Vilaykham Lasasimma, Operations Manager at email address: [lasasimma@unfpa.org](mailto:lasasimma@unfpa.org).*

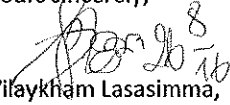
Responses to all questions received will be handled in accordance to the instructions included in Section I - Instructions to Bidders, clause 8 Clarifications of solicitation documents. Do not submit a Bid to this contact, or your Bid will be declared invalid, as UNFPA will not be able to guarantee the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

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

Suppliers can also access all UN Bids online and, by subscribing to the Tender Alert Service, suppliers can be automatically notified via email of all UN business opportunities that match the products and services for which they have registered. Instructions on how to subscribe to the Tender Alert Service can be found in the UNGM Interactive Guide for suppliers.

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

Yours sincerely,

  
Vilaykham Lasasimma,  
Operations Manager  
UNFPA Lao Country Office



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## SECTION I: INSTRUCTIONS TO BIDDERS

### A. INTRODUCTION

#### 1. General

- 1.1. United Nations Population Fund in Lao PDR in Lao PDR wishes to establish a contract for professional services with a qualified supplier(s) for the provision of Stock Availability Survey 2016 in support of UNFPA's Programme located in to Vientiane Capital, Lao PDR
- 1.2. As a result of this competitive Bid process, UNFPA plans to sign a Contract for Professional Services with a single supplier.
- 1.3. In the event of UNFPA signing a contract the following shall apply:
  - 1.3.1. The successful Bidder(s) shall accord the same terms and conditions to any other organization with the United Nations Systems, located in Lao PDR that wishes to avail itself of such terms, after written consent from United Nations Population Fund in Lao PDR
  - 1.3.2. The contract template specified in SECTION VII: TEMPLATE OF CONTRACT FOR PROFESSIONAL SERVICES, shall be used.

#### 2. Eligible Bidders

- 2.1. This Bidding process is open to all legally-constituted companies that can provide the requested on provision of Stock Availability Survey 2016 and have legal capacity to deliver on Stock Availability Survey 2016 in Lao PRD.
- 2.2. Bidders and all parties constituting the Bidder may hold any nationality.
- 2.3. Bidders must not have a conflict of interest in order to be considered eligible. Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
  - 2.3.1. Are, or have been associated in the past, with a company or any of its affiliates that have been engaged by UNFPA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods and/or services to be purchased under this Bid.
  - 2.3.2. Submit more than one Bid in this Bidding process, except for alternative Bids accepted under instructions to Bidders clause 19 is not permitted. However, this does not limit the participation of subcontractors in more than one Bid.
  - 2.3.3. Any Bidder that is uncertain as to whether the situation it is in constitutes a conflict of interest must disclose the situation to UNFPA and seek UNFPA's guidance.
  - 2.3.4. The following information must be disclosed in the Bid:
    - 2.3.4.1. Bidding entities whose owners, part-owners, officers, directors, controlling shareholders, or key personnel are immediate family of UNFPA staff involved in procurement functions and/or of any government official of the beneficiary country and/or of any Implementing Partner (IP) receiving the goods and/or services under this RFP; and
    - 2.3.4.2. Any other situation that could potentially lead to actual or perceived conflict of interest, collusion, or unfair competition practices.
    - 2.3.4.3. Failure to disclose the information above may result in rejection or disqualification of the Bid or of the award resulting of the Bid process.
- 2.4. Bidders under declaration of ineligibility by UNFPA in accordance with clause 2 at the time of contract award will be disqualified. Bidders are not eligible to submit a Bid if at the time of Bid submission they are:

- 2.4.1. Listed as suspended or removed by the United Nations Procurement Division (UNPD);
  - 2.4.2. Declared ineligible by other organizations of the United Nations through the disclosure of the ineligibility or listing as suspended on [United Nations Global Marketplace \(UNGM\)](#) as a result of having committed fraudulent activities;
  - 2.4.3. Included on the [UN 1267 list](#) issued by the Security Council resolution 1267 that establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;
  - 2.4.4. Debarred by the World Bank Group in accordance with the [WB Listing of Ineligible Firms & Individuals](#) and the [WB Corporate Procurement Listing of Non-Responsible Vendors](#).
- 2.5. All Bidders must adhere to the UN Supplier Code of Conduct, which may be found by clicking on [UN Supplier Code of Conduct](#).
- 2.6. Accordingly, any company that is found to have undertaken unethical, unprofessional, or fraudulent activities, as defined in clause 4, will be temporarily suspended or permanently debarred from business relations with UNFPA
- 2.7. Bids may be submitted by a Joint Venture (JV). In the case of a JV:
- 2.7.1. The completed Joint Venture Partner Information Form, SECTION VI – ANNEX G: JOINT VENTURE PARTNER INFORMATION FORM, must be included with the Bid; and
  - 2.7.2. All parties to the JV shall be jointly and severally liable; and
  - 2.7.3. The JV must nominate a Representative, who will have the authority to conduct all businesses for and on behalf of all parties of the JV during the Bidding process, and, if the JV is awarded a contract, during the validity of the contract.

### 3. Cost of Bid

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

### 4. Fraud and Corruption

- 4.1. UNFPA's Policy regarding fraud and corruption is available by clicking on [Fraud Policy](#) and applies fully to this Bid. Submission of any Bid implies that the Bidder is aware of this Policy.
- 4.2. UNFPA is committed to preventing, identifying, and addressing all acts of fraud against UNFPA, as well as against third parties involved in UNFPA activities. To this effect, UNFPA has developed an Anti-Fraud Policy with the aim to raise awareness of fraud risks, implement controls to prevent fraud, and establish a procedure to detect fraud and to enforce the Policy.
- 4.3. UNFPA requires that Bidders, suppliers, and contractors and their subcontractors observe the highest standards of ethics during the procurement and execution of UNFPA contracts.
- 4.4. Pursuant to this Policy, UNFPA defines the terms set forth as follows:
  - 4.4.1. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - 4.4.2. "Fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
  - 4.4.3. "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - 4.4.4. "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;



- 4.4.5. “Obstructive practice” means acts intended to materially impede the exercise of UNFPA’s contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNFPA investigation into allegations of fraud and corruption.
- 4.4.6. “Unethical practice” means conduct or behavior that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority and harassment
- 4.5. UNFPA will reject to award a contract if it determines that a Bidder recommended for award has engaged in corrupt, fraudulent, collusive, coercive, obstructive or unethical practices while competing for the contract in question;
- 4.6. UNFPA will declare a supplier ineligible, either indefinitely or for a stated period of time, to be awarded a UNFPA contract/agreement if at any time it determines that the supplier has engaged in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices in competing for, or in executing, a UNFPA contract/agreement.
- 4.7. Any supplier participating in UNFPA’s procurement activities must provide all required documents, records, and other elements to UNFPA personnel upon first request to facilitate any investigation of allegations of misconduct by either suppliers or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the supplier from the UNFPA supplier roster and may lead to suspension following review by UNFPA.
- 4.8. Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the UNFPA Office of Audit and Investigations Services as well as with any other oversight entity authorized by the Executive Director and with the UNFPA Ethics Advisor as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNFPA to repudiate and terminate the Agreement, and to debar and remove the supplier from UNFPA's list of registered suppliers.
- 4.9. A confidential Anti-Fraud Hotline is available to any Bidder to report suspicious fraudulent activities at [UNFPA Investigation Hotline](#)

**5. Zero Tolerance**

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

**6. Disclaimer**

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

**B. SOLICITATION DOCUMENTS**

**7. UNFPA Bidding document**

- 7.1. This RFP document is posted on [United Nations Global Marketplace \(UNGM\)](#).
- 7.2. 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

- 7.3. Bidders are expected to examine all instructions, forms, Terms of Reference, terms and conditions contained within this Bid document. Failure to comply with these documents shall be at the Bidder's risk and may affect the evaluation of the Bid or result in the rejection of the Bid.
- 7.4. Bidders are cautioned to read Section II – Terms of Reference, as there may be special requirements. The requirements presented herein are not to be construed as defining a particular service provider's service. Bidders are encouraged to advise UNFPA if they disagree.
- 7.5. The requirements included in this document are the minimum requirements of the services solicited. Services offered in the Bid must meet or exceed all requirements herein.

## 8. Clarifications of Bidding document

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

*Vilaykham Lasasimma, Operations Manager at email address: [lasasimma@unfpa.org](mailto:lasasimma@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 02 September 2016, at Vientiane time (Reference: <http://www.timeanddate.com/worldclock/laos/vientiane>).

- 8.2. 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)) and <http://lao.unfpa.org>
- 8.3. UNFPA will respond to requests for clarifications as soon as possible. However, delays in UNFPA's response will not oblige UNFPA to extend the Bid submission deadline. UNFPA may extend the deadline in specific cases UNFPA deems justified and necessary.



## **9. Amendments to Bidding documents**

- 9.1. At any time prior to the Bid submission deadline, UNFPA may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding documents by issuing an amendment.
- 9.2. UNFPA shall post all amendments under the original notice 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.
- 9.3. To give prospective Bidders reasonable time to take the amendments into account, UNFPA may, at its discretion, extend the Bid submission deadline.

## **C. PREPARATION OF BIDS**

### **10. Language of the Bid**

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

### **11. Bid currency and prices**

- 11.1. All prices shall be in US dollars (USD) or any other convertible currency.
- 11.2. The Bidder shall indicate on the Price Schedule Form in accordance to
- 11.3.
- 11.4. 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.

### **12. Conversion to single currency**

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

### **13. Most favored pricing**

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

### **14. Validity of Bids**

- 14.1. Bids must remain valid for *60 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.

## 15. Bidders' conference

- 15.1. When appropriate, a Bidders' conference will be conducted at the date, time and location specified in Section II – Terms of Reference.

## D. SUBMISSION OF BIDS

### 16. Documents establishing eligibility and conformity to Bid documents

- 16.1. Evidence of conformity of the goods/services to the Bidding documents may include the following documentation as described in clauses 17 Technical Bid and 18 Financial Bid, to be completed and returned in hard copies or in electronic format depending on the submission approach selected.
- 16.2. 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.

### 17. Technical Bid

- 17.1. Documents establishing the eligibility of the Technical Bid:
- 17.1.1. Completed and signed Bid Submission Form; SECTION VI – ANNEX A: BID CONFIRMATION FORM in PDF format.
  - 17.1.2. Completed Bidder Identification Form; SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM in PDF format.
  - 17.1.3. Completed Bidder's Previous Experience; SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE in PDF format.
  - 17.1.4. Technical Bid, including documentation to demonstrate that the Bidder meets all requirements. The Technical Bid should be presented concisely and structured to include but not necessarily be limited to the information listed in SECTION II – ANNEX in PDF format
  - 17.1.5. Completed and signed Checklist on General Conditions of Contracts; SECTION VI – ANNEX E: CHECKLIST ON UNFPA GENERAL CONDITIONS OF CONTRACT in PDF format.
  - 17.1.6. Supporting documents/information per the Supplier Qualification Requirements; SECTION V: SUPPLIER QUALIFICATION REQUIREMENT
  - 17.1.7. Completed Joint Venture Partner Information Form; SECTION VI – ANNEX G: JOINT VENTURE PARTNER INFORMATION FORM in PDF format.
  - 17.1.8. Performance Security; SECTION VI – ANNEX J: PERFORMANCE SECURITY in PDF format.
  - 17.1.9. Copy of Two thousand Fifteen (2015), Two thousand Fourteen (2014), Two thousand Thirteen (2013) years of audited financial statements.

### 18. Financial Bid

- 18.1. 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.
- 18.2. Please consider the following information when completing the Price Schedule Form:
- 18.2.1. 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.
  - 18.2.2. 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.

- 18.2.3. 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.
- 18.2.4. Submit this Financial Bid in a separate envelope/email from the rest of the Technical Bid.

## 19. Partial & Alternative Bids

- 19.1. Partial Bids are not allowed under this RFP.
- 19.2. Alternative bids are not accepted. In the event of a supplier submitting more than one bid, the following shall apply:
- 19.2.1. All bids marked alternative bids will be rejected and only the base bid will be evaluated.
- 19.2.2. All bids will be rejected if no indication is provided as to which bids are alternative bids.

## 20. Submission, sealing, and marking of Bids

- 20.1. 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.
- 20.2. UNFPA provides alternative methods of Bid submission:
- 20.2.1. Electronic Bids may be submitted via email in accordance with the guidelines provided in clause 20.3.
- 20.2.2. Hard copy Bids may be delivered personally, by mail, or by courier in accordance with the guidelines provided in clause 20.4.
- 20.2.3. 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.

### 20.3. Submission of electronic Bids

Bidders must enter the following text in the subject line: RFP No. UNFPA/LAOS/16/001, *Company Name*, and specify "Technical Bid" or "Financial Bid". Example below:

- 20.3.1.1. RFP No. UNFPA/LAOS/16/001 [*Company name*], Technical Bid email X
- 20.3.1.2. RFP No. UNFPA/LAOS/16/001 [*Company name*], Financial Bid
- 20.3.1.3. Submissions without this text in the subject line may be rejected.

- 20.3.2. Electronic submissions must be sent only to [laos.office@unfpa.org](mailto:laos.office@unfpa.org). Bids received at [laos.office@unfpa.org](mailto:laos.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.
- 20.3.3. The total size of the email submission must **not exceed 20 MB**, including e-mail body, attachments, and headers.
- 20.3.4. 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 17 & 17.1.19. 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".
- 20.3.5. 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 *Vilaykham Lasasimma*, Operations Manager at email address: [lasasimma@unfpa.org](mailto:lasasimma@unfpa.org)

### 20.4. Submission of hard copy Bids

- 20.4.1. 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.

20.4.2. Marking of hard copy Bids

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

*UNITED NATIONS POPULATION FUND  
Ban Phonesavanh Tai  
Sisattanak District, Vientiane Capital  
Lao PDR.  
RFP No. UNFPA/LAO/16/001, **Company name**  
Attention: Vilaykham Lasasimma, Operations Manager*

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

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

*UNITED NATIONS POPULATION FUND  
Ban Phonesavanh Tai  
Sisattanak District, Vientiane Capital  
Lao PDR.  
RFP No. UNFPA/LAO/16/001, **Company name**  
Attention: Vilaykham Lasasimma, Operations Manager*

*Submission 1 of 2: UNFPA/LAO/16/001, **Company name, Technical bid***  
*Submission 2 of 2: UNFPA/LAO/16/001, **Company name, Financial bid***



## **21. Deadline for submission of Bid and late Bids**

- 21.1. Bids must be delivered to the place, date and time specified in this RFP. If any doubt exists as to the time zone in which the Bid should be submitted by **13 September 2016**, at 16:00 hrs. Vientiane time (Reference: <http://www.timeanddate.com/worldclock/laos/vientiane>).
- 21.2. 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.

## **22. Modification and withdrawal of Bids**

- 22.1. 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.
- 22.2. Bidders may modify, substitute or withdraw their Bid after submission, provided that written notice is received by UNFPA prior to the submission deadline.
- 22.3. Any proposed modification, substitution or withdrawal must be submitted in accordance to clause 20 - 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.
- 22.4. 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.

## **23. Storage of Bids**

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

## **E. BID OPENING AND EVALUATION**

### **24. Bid opening**

- 24.1. UNFPA will conduct an internal Bid opening on 14 September 2016, at 10:00 hrs. Vientiane time (Reference: <http://www.timeanddate.com/worldclock/laos/vientiane>) at the country office of United Nations Population Fund
- 24.2. 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.
- 24.3. 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.
- 24.4. 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.
- 24.5. 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.



## **25. Clarification of Bids**

25.1. 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.

## **26. Preliminary examination of Bids**

26.1. 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.

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

26.3. 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:

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

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

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

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

26.4.1. During preliminary examination of Bids

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

26.4.1.2. The Bidder indicates in the Bid that they do not accept important contract conditions, i.e. related to Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, General Conditions of Contract and Limitation of Liability;

26.4.1.3. Non submission of non-historical documents (documents that should be specifically prepared by the Bidder in response to this RFP) by the bid submission deadline.

26.4.1.4. Non-eligibility of the Bidder;

26.4.1.5. Financial information is included in the Technical Bid.

26.4.2. During technical evaluation of Bids and qualification of Bidders:

26.4.2.1. Bids do not reach the minimum threshold on technical score.

26.4.2.2. The Bidder does not meet the minimum conditions for qualification.

26.4.3. During Financial evaluation of Bids:

26.4.3.1. The Bidder does not accept the required price correction in accordance to Section I: Instructions to Bidders, clause 27.1.3

26.4.3.2. Required price components are missing;

26.4.3.3. The Bidder offers less quantity than what is required

26.5. 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.

## **27. Non-conformities, errors, and omissions**

27.1. Provided that a Bid is substantially responsive:



- 27.1.1. UNFPA may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 27.1.2. UNFPA may request the Bidder to submit the necessary information or documentation within a reasonable period of time to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 27.1.3. UNFPA shall correct arithmetical errors on the following basis:
  - 27.1.3.1. If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail, and the line item total shall be corrected, unless in the opinion of UNFPA there is an obvious misplacement of the decimal point in the unit price. In that case the line item total as quoted shall govern, and the unit price shall be corrected;
  - 27.1.3.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

**28. Evaluation of Bids**

- 28.1. 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.
- 28.2. The Financial Bid will be opened only for those Bidders, where Technical Bids reach a minimum score of 60% and whom have fulfilled the supplier qualifications. The total number of points a Bidder may obtain for Technical and Financial Bids is 100 points.
- 28.3. 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.
- 28.4. 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.
- 28.5. 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.

**29. Technical evaluation**

- 29.1. 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%	
2. Implementation (work) plan and management plan	100		20%	
3. Specific experience and expertise relevant to the assignment	100		15%	



4. Customer Satisfaction/Quality Programme of the Company	100		20%	
5. Organization and staffing	100		20%	
<b>GRAND TOTAL ALL CRITERIA</b>	<b>500</b>		<b>100%</b>	

**29.2. Scoring Scale System**

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

Degree to which the Terms of Reference requirements are met based on evidence included in the Bid submitted	Points out of 100
Significantly exceeds the requirements	90 – 100
Exceeds the requirements	80 – 89
Meets the requirements	60 – 79
Partially meets the requirements	1 – 59
Does not meet the requirements or no information provided to assess compliance with the requirements	0

**30. Supplier qualification requirements**

30.1. 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		

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

30.3. Even though the Bidders may meet the above qualifying criteria, they can be subject to disqualification if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and/or have a record of poor



performance such as: not properly completing contracts, inordinate delays in completion, litigation history, financial failures, etc.

### 31. Financial evaluation

- 31.1. The Financial Bid will only be evaluated if the Technical Bid achieves the minimum score as indicated in clause 28.2 and is considered qualified through the supplier qualification process described in clause 30. 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.
- 31.2. 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:

$$\text{Financial Score} = \frac{\text{Lowest Bid (\$)}}{\text{Bid being Scored (\$)}} \times 100 \text{ (Maximum Score)}$$

### 32. Total score

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

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

## **F. AWARD OF CONTRACT AND FINAL CONSIDERATIONS**

### **33. Award of Contract**

- 33.1. UNFPA intends to award the Contract for Professional Services to the Bidder(s) that obtains the highest combined score of the Technical and Financial evaluation.
- 33.2. 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.

### **34. Rejection of Bids and annulments**

- 34.1. 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.
- 34.2. 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.
- 34.3. Bidders waive all rights to appeal against the decision made by UNFPA.

### **35. Right to vary requirements and to negotiate at time of award**

- 35.1. At the time of award of the contract UNFPA reserves the right to vary the quantity of 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.
- 35.2. 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.
  - 35.2.1. The purpose of negotiations of offers selected based on the 'cumulative analysis methodology' is to ensure that the technical proposal is in line with requirements and that the financial proposal is competitive on all aspects of the price.
  - 35.2.2. In the negotiations, any deficiency in the offer will be pointed out to the supplier. The supplier will be allowed to make adjustments in the proposal in order to improve and more clearly specify the contents of the offer. However, under no circumstances shall the requirements (Terms of Reference/specifications) be changed.

### **36. Signing of the Contract**

- 36.1. The procurement official will send the successful Bidder(s) the contract for professional services for a fixed contract value, which constitutes notification of award. Successful Bidder(s) shall sign and date the contract, and return it to UNFPA within 10 calendar days of receipt of the contract. To facilitate the process of signing the contract, Bidders are expected to have reviewed the template of Contract for Professional Services, found in SECTION VII: 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.
- 36.2. UNFPA reserves the right to discontinue the contract if the supplier's performance is not satisfactory to UNFPA.



### **37. Publication of Contract Award**

37.1. 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 no to do so: Purchase Order reference Number, Description of the Goods or Services procured, Beneficiary Country, Supplier Name and Country, Contract amount and the issue date of the contract/purchase order.

### **38. Payment Provisions**

38.1. 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.

### **39. Bid protest**

39.1. 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, Frederika MEIJER at email address: [meijer@unfpa.org](mailto:meijer@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).

### **40. Documents establishing sustainability efforts of the Bidder**

40.1. 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)

Hiring Office:	UNFPA CO in Lao PDR
Purpose of consultancy:	Provision of technical assistance and guidance to the overall conduct of the stock availability survey 2016
Scope of work: <i>(Description of services, activities, or outputs)</i>	<ul style="list-style-type: none"> <li>• Provision of technical assistance and guidance to the overall conduct of the stock availability survey</li> <li>• Work with national partners to adapt and modify the global survey tools for the Lao situation</li> <li>• Develop a detailed plan for the stock-availability survey indicating key activities, and setting critical milestones in the process</li> <li>• Build on the findings and lessons learned from 2015 to design stock-availability survey for contraceptives and essential RH medicines at central, provincial, district and health centers level and follow the newly finalized survey methodology and survey instruments by GPRHCS</li> <li>• Support DPIC to review list of Service Delivery Points (SDPs) selected in 2015 for SAS 2016.</li> <li>• Provide TA support and build the capacity of DPIC (Statistics Division) on training/supervision of the data collection and data entry in order to ensure completeness and accuracy of the data.</li> <li>• Support the data analysis and prepare the final report on the stock availability survey (according to the template provided by GPRHCS) focusing on identification of stock-outs by products, by level of SDPs and by duration for each level. Provide recommendations to ensure consistent availability of contraceptives and essential RH medicines at various levels and the move to a more effective and efficient integrated logistic system nationwide</li> <li>• Complete the 2015 annual GPRHCS questionnaire required to report to Commodity Service Branch (CSB), UNFPA Head Quarter.</li> <li>• Provide recommendations on best ways to integrate regular stock availability monitoring into national monitoring systems</li> </ul>
Duration and working schedule:	End of September to December 2016
Place where services are to be delivered:	UNFPA CO in Vientiane Lao PDR
Delivery dates and how work will be delivered (e.g. electronic, hard copy etc.):	<ul style="list-style-type: none"> <li>• Inception Report for the exercise (outline of detailed plan)</li> <li>• Final stock availability survey report in line with the newly designed report writing template by GPRHCS.</li> <li>• Preparation of the main findings to share with stakeholders in country at a meeting.</li> <li>• Technical report including lessons learned and recommendations for improvement of the next 2016 survey.</li> </ul>
Monitoring and progress control, including reporting requirements, periodicity format and deadline:	The consultant will report the progress and share weekly survey based on the schedule agreed.
Supervisory arrangements:	The consultant is required to consult and coordinate with staff in the Sexual Reproductive Health unit of UNFPA CO in Laos. It can be through email exchange and or face to face discussion.

Expected travel:	This assignment is to work in the health facilities for all provinces.
Required expertise, qualifications and competencies, including language requirements:	<ul style="list-style-type: none"> <li>• Institution or firm expert in Public Health especially Health Systems Management background</li> <li>• Experience with medical and/or reproductive health commodities and equipment Logistical Management Information Systems</li> <li>• Experience in providing technical support to Stock Availability Survey from study design to reporting and dissemination.</li> <li>• Experience in system analysis and / or relational database design in the context of sector wide approach</li> <li>• Knowledge of Integrated Logistics Systems in developing countries</li> <li>• Knowledge of Health Policies in Laos as well as health situation including family planning</li> <li>• Excellent communication and report writing skills in English</li> <li>• Previous experience with similar exercises will be considered an advantage.</li> </ul>
Inputs / services to be provided by UNFPA or implementing partner (e.g support services, office space, equipment), if applicable:	The UNFPA staff and MOH will review and provide feedback the quality analysis report to the consultant for revision and editing of the report before it is finalized and approved by the MOH and UNFPA team.
Other relevant information or special conditions, if any:	<p>The budget for this assignment will be charged under COA: FPRHCLAO, ZZT05, ACT ID: 10UCDLMMPSC</p> <ol style="list-style-type: none"> <li>1. The payment will be made to the consultant after completion of the final qualitative report and to the satisfaction of MOH committee and UNFPA.</li> <li>2. Invoice request for payment is needed prior to the payment process.</li> </ol>



## **SECTION II – ANNEX A: INSTRUCTIONS FOR PREPARING TECHNICAL BID**

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

1. Brief description of the firm and the firm's qualifications: providing information that will facilitate our evaluation of your firm/institution's substantive reliability, such as catalogues of the firm, and financial and managerial capacity to provide the services.
2. Your firms' understanding of the requirements for services and the objective of this project, including assumptions: Include any assumptions as well as comments on the data, support services and facilities to be provided as indicated in the TOR or as you may otherwise believe to be necessary.
3. Proposed Approach, Methodology, Timing and Outputs: any comments or suggestions on the TOR, as well as your detailed description of the manner in which your firm/institution would respond to the TOR. You should include the number of person hours/days in each specialization that you consider necessary to carry out all work required.
4. Proposed Team Structure: The composition of the team that you would propose to provide to the assignment, and the work tasks (including supervisory) which would be assigned to each. An organogram/organization chart illustrating the reporting lines, together with a description of such organization of the team structure should support your Bid.
5. Proposed Project Team Members: attach the curriculum vitae of the senior professional member of the team and members of the proposed team.
6. Detailed description of your proposed deliverables.
7. Detailed project plan (Gantt chart) showing the required resources and support from your firm as well as from UNFPA.
8. 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. Copies of current certificates such as GMP/quality, FSC/ CPP, manufacturer's ISO certificate for any product, manufacturer's CE certificate, USA 510k, Japan QS standard, etc. as and if applicable
13. All standard forms as explained under clause Section I: Instructions to Bidders, clause 17

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 II – ANNEX B: SPEND ANALYSIS AND DEMAND FORECAST





**SECTION III: GENERAL CONDITIONS OF CONTRACT**  
FOR CONTRACTS FOR THE PROVISION OF SERVICES

<a href="#">De Minimis Contracts</a> <a href="#">(Low value Contracts)</a>	For contract/PO values below USD 100,000, covering both goods and/or services	<a href="#">English</a>	<a href="#">French</a>	<a href="#">Spanish</a>
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## SECTION IV: UNFPA SPECIAL CONDITIONS OF CONTRACT

<b>CONTRACT RATES</b>	The rates charged for the services performed shall not be adjustable.
<b>PERFORMANCE SECURITY</b>	<p>A Performance Security shall be required</p> <p>The performance security in original shall be submitted within Ten (10) working days from the date of the contract. The amount of the performance security shall be 10% of the estimated expenditure.</p> <p>The performance security shall be unconditional and irrevocable and in the form of either:</p> <ul style="list-style-type: none"> <li>• An unconditional bank guarantee</li> <li>• A demand draft</li> <li>• A cashier's check</li> <li>• A certified check</li> </ul> <p>In the event of successful Bidders submitting the performance security in the form of a check or demand draft in favor of UNFPA, such documents shall be accompanied by a signed statement from the issuing bank on its letterhead indicating the validity period and confirming irrevocability of the check or demand draft during the required period. Banks issuing performance securities must be acceptable to the UNFPA comptroller, i.e. banks certified by the central bank of the country to operate as commercial bank.</p> <p>The performance security shall be denominated in the currency of payment of the contract, in accordance with their portions of the contract price, and shall have a validity period of 45 days. UNFPA reserves the right to request an extension of the performance security.</p> <p>Discharge of the performance security shall take place upon expiration of the performance security or upon confirmation of receipt of the services by the recipient. The performance security shall then be returned to the successful Bidder by UNFPA.</p> <p>UNFPA will normally require a performance security or other suitable security arrangement in accordance to</p> <p>SECTION VI – ANNEX I: PERFORMANCE SECURITY</p>
<b>PROCUREMENT LIABILITY</b>	UNFPA is acting as a procurement agency on behalf of an external client. Any financial liability as a result of the order expressed or implied therefore lies with the corresponding client.
<b>KEY PERFORMANCE</b>	Successful Bidder's performance will be monitored and evaluated by

<p><b>INDICATORS</b></p>	<p>UNFPA on a yearly basis to enable the assessment on the effectiveness, efficiency and/or consistency of goods/services provided. The results of the evaluation will be communicated to the supplier to enable improvements. An extension of the contract will take into consideration results of performance evaluation(s). The evaluation will be based on, but not limited to, the following key performance indicators:</p> <p><b>Services:</b></p> <ul style="list-style-type: none"> <li>• Expected output achieved</li> <li>• Satisfactory level of quality and technical competence</li> <li>• Effective and timely communication and professionalism</li> </ul> <p><b>Goods and Services:</b></p> <ul style="list-style-type: none"> <li>• Timely delivery of goods and services based on client requirements</li> <li>• Satisfactory level of quality, technical competence, and management of post-delivery issues (if applicable)</li> <li>• Effective and timely communication and documents handling</li> <li>• Adherence to contractual agreement (Purchase Order, contract, LTA terms and conditions)</li> </ul> <p>Key performance indicators may be modified and/or added during the validity of this contract.</p>
<p><b>PAYMENT TERMS</b></p>	<p>UNFPA’s policy is to pay for the performance of contractual services rendered and/or to effect payment upon the achievement of specific milestones described in the contract.</p> <p>UNFPA’s policy is not to grant advance payments except in unusual situations where the potential supplier, whether a private firm, non-governmental organization or a government or other entity, specifies in the Bid that there are special circumstances warranting an advance payment. UNFPA will normally require a bank guarantee or other suitable security arrangement in such cases.</p> <p>Any request for an advance payment is to be justified and documented, and must be submitted with the Financial Bid. The justification shall explain the need for the advance payment, itemize the amount requested and provide a time schedule for utilization of said amount. Information about your financial status must be submitted, such as audited financial statements at 31 December of the previous year and include this documentation with your financial bid. Further information may be requested by UNFPA at the time of finalizing contract negotiations with the awarded Bidder.</p>
<p><b>ADVANCE PAYMENT</b></p>	<p>An advance payment of 10% of the contract will be made against presentation of a bank guarantee per</p> <p>SECTION VI – ANNEX H: BANK GUARANTEE FOR ADVANCE PAYMENT.</p>

<p style="text-align: center;"><b>REPORTING</b></p>	<p>In addition of any already described condition, for contracts with an annual value greater than USD 100,000, suppliers must provide annual internal control attestation reports prepared by independent auditors based on recognized standards, such as the International Standard on Assurance Engagements (ISAE) 3402, Assurance Reports on Controls at a Service Organization, or the Statement on Standards for Attestation Engagements (SSAE) 16, Reporting on Controls at a Service Organization, to give UNFPA reasonable assurance on the adequacy of the design and operating effectiveness of the controls in place over the services provided to UNFPA. If the services provided to UNFPA are in turn subcontracted by the service provider, attestation reports should also be obtained for the concerned subcontractors.</p>
<p style="text-align: center;"><b>LIQUATED DAMAGES</b></p>	<p>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.</p>

## SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS

### 1. Legal and regulatory requirements

1.1. 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: De Minimis Contracts. (For this, use SECTION VI – ANNEX E: CHECKLIST ON UNFPA GENERAL CONDITIONS OF CONTRACT)

### 2. Legal status of the Bidder

- 2.1. Technical Proposals from the Bidders should provide evidence that the Bidder is established as a company and legally incorporated in the country; e.g. through provision of certification of incorporation or other evidence (this is not required for companies already registered in national, regional or international Stock Exchanges. However, evidence on such registrations should be provided)
- 2.2. Copy of valid manufacturing license from the country of manufacturing and/or a copy of company registration in the country of operation demonstrating that is duly authorized to supply these goods/services to the country of destination
- 2.3. In the case of a Bidder not doing business within the country of destination, the Bidder is or will be represented by an agent in the country that is equipped and able to carry out the supplier's maintenance, training, repair and spare parts-stocking obligations prescribed in the SECTION I: INSTRUCTIONS TO BIDDERS and SECTION II:

### 3. Bidder's eligibility

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

- Listed as suspended or removed by the United Nations Procurement Division (UNPD);
- Declared ineligible by other organizations of the United Nations through the disclosure of the ineligibility or listing as suspended on United Nations Global Marketplace Vendor ineligibility list posted on the United Nations Global Market Place (UNGMP);
- Included on the [UN 1267 list](#) issued by the Security Council resolution 1267 that establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;
- Debarred by the World Bank Group in accordance with the [WB Listing of Ineligible Firms & Individuals](#) and the [WB Corporate Procurement Listing of Non-Responsible Vendors](#).

### 4. Financial stability

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

[Update the years according to the year in which the Bid is posted:

Financial Ratio	2012	2013	2014	2015	2016
Current ratio					
Quick ratio					
Debt ratio					
.....					



- 4.2. Evidence that the Bidder has successfully completed at least one similar contract/LTA within the last five years for supply of goods or services as offered.
- 4.3. Provide contact details of commercial banks and names of contact persons from whom UNFPA could seek feedback regarding financial stability.

**5. Experience and Technical Capacity**

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



## 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	Mandatory	PDF
Annex H:	Bank Guarantee for Advance Payment	Mandatory	PDF
Annex I:	Performance Security	Not Applicable	PDF
Annex J:	Checklist of Bid Forms	Mandatory	PDF



## SECTION VI – ANNEX A: BID CONFIRMATION FORM

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

To:	United Nations Population Fund <i>Vilaykham Lasasimma</i>	Date:	
		Email:	<i>lasasimma@unfpa.org</i>
From:	<i>[Insert Company Name]</i>		
	<i>[Insert Contact person from Company]</i>		
	<i>[Insert Telephone number]</i>		
	<i>Insert E-mail address of contact person]</i>		
	<i>[Insert Postal address of Company]</i>		
Subject:	UNFPA/CCC/RFP/YY/NNN		

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

- ( ) The requested products and/or services are not within our range of supply.
- ( ) The requested products are not available at the moment.
- ( ) We are unable to submit a competitive bid for the requested products/services at the moment.
- ( ) We cannot meet the requested specifications.
- ( ) The information provided for bidding purposes is insufficient and unclear
- ( ) Your RFP document is too complicated
- ( ) Insufficient time is allocated to prepare an adequate Bid.
- ( ) We cannot meet the delivery requirements.
- ( ) We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc.):
- ( ) Our current capacity is overbooked
- ( ) We are closed during the holiday season
- ( ) We had to give priority to other clients' requests
- ( ) We do not sell directly, but through distributors
- ( ) We have no after-sales service available in the recipient country
- ( ) The person handling bid is away from the office
- ( ) Other (please specify)

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

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

Name:		E-mail:	
Post Title:		Telephone	





## SECTION VI – ANNEX B: BID SUBMISSION FORM

Date: [Insert Month, Day, Year]

To: UNFPA  
[Insert Address of office coordinating Bid process]

Dear Sir/Madam,

The undersigned, having read the RFP documents of RFP No.UNFPA/LAOS/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 *60 calendar days clause 14* 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

RFP No. UNFPA/LAOS/16/001

<b>1. Organizational Information</b>	
Company/Institution Name	
Address, City, Country	
Telephone/FAX	
Website	
Date of establishment	
<b>Legal Representative:</b> Name/Surname/Position	
<b>Legal structure:</b> natural person/Co. Ltd, NGO/institution/other (specify)	
<b>Organizational Type:</b> Manufacturer, Wholesaler, Trader, Service provider, etc.	
Areas of expertise of the organization	
Current Licenses, if any, and permits (with dates, numbers and expiration dates)	
Years supplying to UN organizations	
Years supplying to UNFPA	
Production Capacity	
Subsidiaries (indicate names of subsidiaries and addresses, if relevant to the Bid)	
Commercial Representatives in the country: Name/Address/Phone (for international companies only)	

<b>2. Quality Assurance Certification</b>	
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)	

<b>3. Expertise of Staff</b>	
Total number of staff	
Number of staff involved in similar contracts	

<b>4. Contact details of persons that UNFPA may contact for requests for clarification during Bid evaluation</b>
--



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 <sup>1</sup>	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:	

<sup>1</sup> Please indicate relevant contracts to the one requested in the RFP.



## 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 No.UNFPA/LAOS/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 No.UNFPA/LAOS/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 No.UNFPA/LAOS/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.

Example Price Schedule below:

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

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



**SECTION VI – ANNEX G: 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/CCC/RFP/YY/NNN

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

1. Bidder’s Legal Name: <i>[Insert Bidder’s legal name]</i>
2. Joint Venture (JV) Party Legal Name: <i>[Insert JV’s Party legal name]</i>
3. JV’s party country of registration: <i>[Insert JV’s Party country of registration]</i>
4. JV’s party year of registration: <i>[Insert JV’s Part year of registration]</i>
5. JV’s party legal address in country of registration: <i>[Insert JV’s Party legal address in country of registration]</i>
6. JV’s party authorized representative information  Name: <i>[Insert name of JV’s Party authorized representative]</i> Address: <i>[Insert address of JV’s Party authorized representative]</i> Telephone/Fax numbers: <i>[Insert telephone/fax numbers of JV’s Party authorized representative]</i> Email Address: <i>[Insert email address of JV’s Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[Check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with Section I: Instructions to Bidders clause 2: Eligible Bidders.  <input type="checkbox"/> 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/CCC/RFP/YY/NNN

[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 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)<sup>2</sup> 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<sup>3</sup>].

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

<sup>2</sup> The bank shall insert the amount(s), either in the currency(ies) of the contract or a freely-convertible currency acceptable to UNFPA.

<sup>3</sup> 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."





## SECTION VI – ANNEX I: PERFORMANCE SECURITY

No performance security shall be requested.

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/CCC/RFP/YY/NNN

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 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)<sup>4</sup> 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],<sup>5</sup> 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]*

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<sup>4</sup> 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.

<sup>5</sup> 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."



## 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: 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	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		



	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 VI – ANNEX B: BID SUBMISSION FORM & Section I: Instructions to Bidders clause 2.4		
Have you provided copies of current certificates such as GMP/Quality, FSC/PPP, manufacturer's ISO certificate for the product, manufacturer's CE certificate, USA510k, Japan QS standard, etc.?	SECTION II – ANNEX B: INSTRUCTIONS FOR PREPARING TECHNICAL BID		
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 40		
Have you reviewed the UN Global Compact requirements?	Section I: Instructions to Bidders, clause 40		
Have you sealed and marked the Bids according to Instructions to Bidders clause 20.4 (hard copy Bids) or clause 20.3 (electronic Bids) or clause 20 (Submission through an online system)?	Section I: Instructions to Bidders, clause 20.3 & 20.4		
If submitted electronically through email, is the file size of the Bid less than 20MB? (If the file size is above 20 MB, refer to Instructions to Bidders clause 20.3.4)	Section I: Instructions to Bidders, clause 20		
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., <ul style="list-style-type: none"> <li>- List of similar contracts/LTAs executed for other clients including contact details.</li> <li>- Evidence that the Bidder possesses experience in the geographical area.</li> <li>- At least three years of experience in performing similar contracts/Long Terms Agreements</li> </ul>	SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE &  SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you provided sufficient documentation of your company's managerial capability? <ul style="list-style-type: none"> <li>- Details of company's managerial structure.</li> <li>- Quality assurance systems in place.</li> </ul>			
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 17 & 18		

□



## SECTION VII: TEMPLATE OF CONTRACT FOR PROFESSIONAL SERVICES

### CONTRACT N° UNFPA/LAOS/PSC/16/001

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], (the “Contractor”). In consideration of the promises contained in this Contract and subject to the UNFPA General Conditions of Contract: De Minimis Contracts, hereby incorporated into this Contract and attached as Annex A (the “UNFPA General Conditions”), the Parties agree as follows:

#### ARTICLE 1 CONTRACT TERM

This Contract shall enter into force on the date of the last signature affixed by the Parties (the “Commencement Date”) and shall remain in force for [Number of years] years, starting from the Commencement Date.

#### ARTICLE 2 SERVICES

The Contractor shall perform services as specified in the Terms of reference (the “TOR”) attached as Annex B and hereby incorporated into this Contract (the “Services”).

#### ARTICLE 3 PAYMENT AND FEE

- 3.1 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

- 3.2 UNFPA shall effect payments to the Contractor within thirty (30) days after the UNFPA's receipt and acceptance of the Contractor's invoice and complete set of supporting documentation where applicable. Payment by UNFPA shall be made to the Contractor's



following bank account:

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

**ARTICLE 4  
LIABILITY**

The Contractor shall pay UNFPA promptly for all loss, destruction, or damage to the property of UNFPA caused by the Contractor’s personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

**ARTICLE 5  
SPECIAL CONDITIONS**

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

**ARTICLE 6  
SECURITY**

- 6.1 The Contractor shall be fully responsible for the safety and security of its officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “Personnel”) and for the safekeeping of all assets, equipment and supplies in the custody of the Contractor or its Personnel.
- 6.2 The Contractor shall:
  - 6.2.1 Put in place and maintain its own security plan, taking into account the security situation in the country where the Services are being provided;
  - 6.2.2 Assume all risks and liabilities related to the Contractor’s security, assets entrusted to it by UNFPA and the full implementation of its own security plan.
- 6.3 The Contractor and its Personnel are neither subject to, nor obliged to adhere to the United Nations Security Management policies and procedures, except insofar as they relate to the utilization of UNFPA’s assets, equipment and supplies, or as required to perform the Services under this Contract.
- 6.4 UNFPA may lend reasonable assistance, when possible and to the extent feasible, to the Contractor and its Personnel. Any travel or financial assistance provided shall be on a space-



available and reimbursable basis.

- 6.5 UNFPA may, at its sole discretion, consent to the inclusion of the Contractor and its Personnel in the UNFPA security plan to the extent that it applies within the country where the Services are being provided on the same terms that are offered to implementing partners of UNFPA. Notwithstanding this provision, the Contractor acknowledges and agrees that the UNFPA shall have no obligation to evacuate the Contractor’s Personnel from the country where the Services are being provided in case of emergency or due to security developments.
  
- 6.6 Notwithstanding the foregoing, the Contractor acknowledges and agrees that the UNFPA shall not be liable to the Contractor, or its Personnel, in connection with the provision, or failure to provide, any security assistance pursuant to this Article 6.1, or otherwise, and the Contractor shall indemnify, defend, hold and save harmless the UNFPA and its officials, employees and agents from and against any claim or liability of any nature arising in respect of any safety or security related incident, including without limitation, the death, injury or illness of any personnel, or the loss, damage, destruction, sabotage or theft of any assets, equipment or supplies in the custody of the Contractor or its Personnel. The foregoing indemnity is without prejudice to any other indemnity provided by the Contractor, or any other rights or remedies of the UNFPA, under this Contract.
  
- 6.7 Upon the Contractor’s request, UNFPA may provide security advisory information to the Contractor.

**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)*