# 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 Declaration Form | Mandatory | PDF |
| Annex E: | Bidder’s Previous Experience | Mandatory | PDF |
| Annex F: | Price Schedule Form | Mandatory | PDF & Excel |
| Annex G: | Joint Venture Partner Information Form | Mandatory | PDF |
|  |  |  |  |

# SECTION VI – ANNEX A: BID CONFIRMATION FORM

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

|  |  |  |  |
| --- | --- | --- | --- |
| To: | UNFPA *Moldova CO* | Date: |  |
|  | **Cristina Cristian**  **Finance and Administrative Coordinator** | Email: | [cristian@unfpa.org](mailto:cristian@unfpa.org) |
|  | | | |
| From: | *[Insert Company Name]* | | |
|  | *[Insert Contact person from Company]* | | |
|  | *[Insert Telephone number]* | | |
|  | *Insert E-mail address of contact person]* | | |
|  | *[Insert Postal address of Company]* | | |
|  | | | |
| Subject: | **UNFPA/MDA/RFP/2023/001** | | |

|  |  |
| --- | --- |
| ☐ | YES, we intend to submit a bid in response to the above mentioned RFP. |
| ☐ | NO, we are unable to submit a bid in response to the above mentioned RFP due to the following reason(s): |

( ) The requested products and/or services are not within our range of supply.

( ) The requested products are not available at the moment.

( ) We are unable to submit a competitive bid for the requested products/services at the moment.

( ) We cannot meet the requested specifications.

( ) The information provided for bidding purposes is insufficient and unclear

( ) Your RFP document is too complicated

( ) Insufficient time is allocated to prepare an adequate Bid.

( ) We cannot meet the delivery requirements.

( ) We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc.):

( ) Our current capacity is overbooked

( ) We are closed during the holiday season

( ) We had to give priority to other clients’ requests

( ) We do not sell directly, but through distributors

( ) We have no after-sales service available in the recipient country

( ) The person handling bid is away from the office

( ) Other (please specify)

|  |  |
| --- | --- |
| ☐ | YES, even though on this occasion we have not submitted a Bid we are definitely interested in future possible RFP’s. |
| ☐ | No, we are not interested in participating in future possible RFP’s, please remove us from your vendor database. |

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

|  |  |  |  |
| --- | --- | --- | --- |
| Name: |  | E-mail: |  |
| Post Title: |  | Telephone |  |

# SECTION VI – ANNEX B: BID SUBMISSION FORM

Date: [Insert Month, Day, Year]

To: UNFPA

131, 31 August 1989 Street

Chisinau, MD 2012

Republic of Moldova

E-mail: [tender.mda@unfpa.org](mailto:tender.mda@unfpa.org)

The undersigned, having read the original RFP documents of **UNFPA/MDA/RFP/2023/001** including all Annexes, any subsequent revisions and all answers to the questions received from prospective Bidders posted on United Nations Global Marketplace in full before submitting, hereby offers to provide the **services**, in accordance with any specifications stated and subject to the terms and conditions set out or specified in the RFP documents.

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

|  |  |  |
| --- | --- | --- |
| Original term/condition per RFP UNFPA/MDA/RFP/2023/001 and the subsequent revisions | Proposed deviation (alternate clause), by the undersigned | Reason for proposing alternate clause |
|  |  |  |

We agree to abide by this Bid for a period of ***120 days*** from the date fixed for Bid opening in the Request for Proposal, and the Bid shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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

# SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM

UNFPA/MDA/RFP/2023/001,

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

|  |  |
| --- | --- |
| 1. **Quality Assurance Certification** | |
| International Quality Management System (QMS) |  |
| List of other ISO certificates or equivalent certificates |  |
| Presence and characteristics of in-house quality control laboratory (if relevant to Bid) |  |

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

|  |  |
| --- | --- |
| 1. **Contact details of persons that UNFPA may contact for requests for clarification during Bid evaluation** | |
| Name/Surname |  |
| Telephone Number (direct) |  |
| Email address (direct) |  |
| Be advised that this person must be available during the two weeks following the Bid opening date. | |

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

# SECTION VI – ANNEX D: BIDDER DECLARATION FORM

**UNFPA/MDA/RFP/2023/001,**

The undersigned, being a duly authorized representative of the Company represents and declares that:

|  |  |  |  |
| --- | --- | --- | --- |
| 1. | The Company and its Management[[1]](#footnote-1) have not been found guilty pursuant to a final judgement or a final administrative decision of any of the following: | YES | NO |
|  | 1. Fraud; | ☐ | ☐ |
|  | 1. Corruption; | ☐ | ☐ |
|  | 1. conduct related to a criminal organization; | ☐ | ☐ |
|  | 1. money laundering or terrorist financing; | ☐ | ☐ |
|  | 1. terrorist offences or offences linked to terrorist activities; | ☐ | ☐ |
|  | 1. sexual exploitation and abuse; | ☐ | ☐ |
|  | 1. child labour, forced labour, human trafficking; or | ☐ | ☐ |
|  | 1. irregularity (non-compliance with any legal or regulatory requirement applicable to the Organization or its Management). | ☐ | ☐ |
| 2. | The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct. | ☐ | ☐ |
| 3. | The Company and its Management are not: bankrupt, subject to insolvency or winding-up procedures, subject to the administration of assets by a liquidator or a court, in an arrangement with creditors, subject to a legal suspension of business activities, or in any analogous situation arising from a similar procedure provided for under applicable national law. | ☐ | ☐ |
| 4. | The Company and its Management have not been the subject of a final judgment or a final administrative decision finding them in breach of their obligations relating to the payment of taxes or social security contributions. | ☐ | ☐ |
| 5. | The Company and its Management have not been the subject of a final judgment or a final administrative decision which found they created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business (*creating a shell company*). | ☐ | ☐ |
| 6. | The Company and its Management have not been the subject of a final judgment or a final administrative decision which found the Company was created with the intent referred to in point (5) (*being a shell company*). | ☐ | ☐ |

The UNFPA reserves the right to disqualify the Company, suspend or terminate any contract or other arrangement between the UNFPA and the Company, with immediate effect and without liability, in the event of any misrepresentation made by the Company in this Declaration.

It is the responsibility of the Company to immediately inform the UNFPA of any changes in the situations declared above.

This Declaration is in addition to, and does not replace or cancel, or operate as a waiver of, any terms of contractual arrangements between the UNFPA and the Company.

|  |  |
| --- | --- |
| Signature: |  |
| Date: |  |
| Name and Title: |  |
| Name of the Company: |  |
| UNGM Nº: |  |
| Postal Address: |  |
| Email: |  |

# SECTION VI – ANNEX E: BIDDER’S PREVIOUS EXPERIENCE

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Order No. & Date** | **Description[[2]](#footnote-2)** | **Client** | **Contact person, phone number, email address** | **Date of service** | | **Contract Amount** | **Satisfactory completion** |
| **From** | **To** | **(Currency)** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| Signature and stamp of the Bidder: |  | 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: |  |

Countersignature by chartered accountant should be included if procurement expenditure is estimated to surpass the USD 100,000 annual threshold;

# SECTION VI – ANNEX F: PRICE SCHEDULE FORM

(Please see attached Excel spread sheet Annex F: 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 20 Submission, sealing, and marking of Bids and in Annex I Instructions to Bidders.
2. All prices/rates Bid must be exclusive of all taxes, since UNFPA is exempt from taxes.
3. The Price Schedule Form must provide a detailed cost breakdown, as shown below. Provide separate figures for each of the steps in Item 1 below; estimates for out of pocket expenses should be listed separately in Item 2 below.
4. UNFPA anticipates awarding the project on a fixed-price basis. To complete an analysis of the Bid, firms are required to submit itemized pricing that identifies the people who will work on the project (including resumes), their billing rates, and the number of hours proposed for the project. Anticipated travel, lodging, and out-of-pocket expensed should be detailed as well.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item | Description | | Unit of measure | Unit rate, USD | Total number of units | | | Total, USD | |
| 1. Personnel Fee (please specify) | | | | | | | | | |
| 1.1 |  | |  |  |  | | |  | |
| 1.2. |  | |  |  |  | | |  | |
| 1.3 |  | |  |  |  | | |  | |
| 1.4 |  | |  |  |  | | |  | |
| Consultancy Fee (please specify) | | | | | | | | | |
| 1.5 | IT Specialist (to consult the field operators on any problems related to software used during the data collection) | | day |  |  | | |  | |
| *Total Personnel  and Consultancy Fee* | | | | | | | | $$ | |
| Item | Description | | Unit of measure | Unit rate, USD | Total number of units | | | Total, USD | |
| 2. GGS fieldwork activity Fee | | | | | | | | | |
| 2.1 | Training of 100 field operators (2-days training) | | day |  | 2 | | |  | |
| 2.2 | Pre-testing of the RO/RU digital questionnaire (including transportation and  interviewer fee) | | questionnaire |  | 60 | | |  | |
| 2.3. | Installation of the required applications and software on 100 tablets | | tablet installation |  | 100 | | |  | |
| 2.4 | Printing the Show Card to be provided to the field operators | | Show Card |  | 100 | | |  | |
| 2.5 | Data collection: GGS questionnaire | | questionnaire |  | 10,000 | | |  | |
| 2.6 | Printing and submission of GGS informative letters to the post office (including the cost for envelope, printing, postage costs) | | letter |  | 10,000 | | |  | |
| 2.7 | Quality checking: checks in the field | | field visit |  | 30 | | |  | |
| 2.8 | Quality checking: calls-back | | day |  | 5 | | |  | |
| *Total* GGS fieldwork activity Fee | | | | | | | | $$ | |
|  | | | | | | | |  | |
| Item | | Description | Unit of measure | Unit rate, USD | | Quantity | Total, USD | |  |
| 3. Other expenses (please specify) | | | | | | | | | |
| 3.1 |  | |  |  |  | | |  | |
| 3.2 |  | |  |  |  | | |  | |
| *Total Other Expenses* | | | | | | | | $$ | |

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

# SECTION VI – ANNEX G: JOINT VENTURE PARTNER INFORMATION FORM

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

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

**UNFPA/MDA/RFP/2023/001**

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

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

# SECTION VII: CONTRACTUAL FORMS

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

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

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

CONTRACT Nº UNFPA/CCC/PSC/YY/NNN

BETWEEN THE

UNITED NATIONS POPULATION FUND

AND

[Insert name of Contractor]

FOR THE PROVISION OF [DESCRIBE SERVICES]

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

**WITNESSETH**

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

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

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

**ARTICLE 1**

**CONTRACT DOCUMENTS**

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

|  |  |
| --- | --- |
| Annex A: | UNFPA General Conditions of Contract: Contracts for the Provision of Services (the “UNFPA General Conditions”); |
| Annex B: | Terms of reference, [and] |
| [Annex C:] | [Any other document that may be required *– delete if not applicable*]. |

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

|  |  |
| --- | --- |
| 1.2.1 | First, this document; |
| 1.2.2 | Second, Annex A; |
| 1.2.3 | Third, Annex B, [and] |
| 1.2.4 | [Fourth, Annex C *– delete is not applicable*] |

* 1. This Contract embodies the entire agreement between the Parties with regard to the subject matter hereof and supersedes all contemporaneous or prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject.

|  |
| --- |
| ***Note to UNFPA user:*** *If reference to the solicitation documents in the Contract is desired, please add the following paragraph 1.4 and complete it as necessary. Otherwise, please delete paragraph 1.4 entirely.* |

* 1. The following documents are referred to in this Contract only as aids in interpretation of the rights and obligations of the Parties under the Contract but shall not be construed, for any purposes or under any circumstances, as creating any such rights or obligations: (a) [e.g. the CONTRACTOR’s technical proposal dated] and (b) [e.g. the CONTRACTOR’s financial proposal dated [date] in response to (c) bid document UNFPA/[ ]]. The documents referred to in this Article 1.4 are not attached hereto but are known to, and in the possession of, the Parties.

**ARTICLE 2**

**COMMENCEMENT DATE; CONTRACT TERM**

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

**ARTICLE 3**

**OBLIGATIONS OF THE CONTRACTOR**

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

|  |
| --- |
| ***Note to UNFPA user:*** *If a deliverables schedule is desired, please add the sentence below and complete the deliverables schedule as necessary. If a deliverables schedule is not necessary, please delete below sentence and deliverables schedule accordingly.* |

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Deliverables** | **Deadline** | **Responsibilities of UNFPA** | **ResponsIbilities of the Contractor** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

* 1. Unless otherwise provided for in this Contract the Contractor shall furnish all technical and administrative support, human resources, materials and equipment necessary to ensure the timely and satisfactory performance of the Services.
  2. All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by mail and email to the address specified in Article 8.2 of this Contract.
  3. The Contractor represents and warrants the accuracy of any information or data provided to UNFPA for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.
  4. The Contractor will maintain, within the Contract Term, detailed financial records, which clearly identify all funds received from UNFPA and expended by the Contractor for the implementation of the Contract. The Contractor is also required to ensure that adequate systems of internal control are put in place to ensure the financial management of this Contract is conducted with the required level of due diligence.

**ARTICLE 4**

**PAYMENT AND FEE**

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

|  |
| --- |
| ***Note to UNFPA user:*** *If a payment schedule is desired, pls. add* *sentence below and complete the payment schedule as necessary. If a payment schedule is not necessary, pls. delete below sentence and payment schedule.* |

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

|  |  |  |
| --- | --- | --- |
| **PAYMENT DUE DATE** | **PAYMENT AMOUNT** | **BALANCE** |
|  |  |  |
|  |  |  |
|  |  |  |

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

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

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

**ARTICLE 5**

**SPECIAL CONDITIONS**

|  |
| --- |
| ***Note to UNFPA user****: Enter ONLY one of the two following options. Please assure to delete the option which was not used as well as the text boxes accordingly.* |

|  |
| --- |
| *Utilize this option in case that special conditions have been negotiated amongst the parties to the General Conditions of Contract: Contracts for the provision of services or in the case that the Contractor insist on including any other special provisions:* |

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

|  |
| --- |
| *Utilize this wording option if no special conditions apply:* |

* 1. No special conditions shall apply.

|  |
| --- |
| ***Note to UNFPA user****: If travel is required to be carried out by the Contractor in order to fulfil the terms of reference of this contract, please include the below article 6 associated with security requirements linked with travel. Should the contract not require for the Contractor to travel, please delete the entire article. Please assure that in case of deleting that the correct numbering of articles and subsequent paragraphs is guaranteed.* |

**ARTICLE 6**

**SECURITY**

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

**ARTICLE 7**

**REVIEW; IMPROPER PERFORMANCE**

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

**ARTICLE 8**

**MISCELLANEOUS**

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

For UNFPA:

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

For the Contractor:

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

* 1. If any provision of this Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
  2. Neither the Contractor nor any of its personnel (as this term is referred to in Article 2 of the General Conditions) shall engage in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices (“Proscribed Practices”). In the event of any Proscribed Practice, in addition to any other rights or remedies available to UNFPA under this Contract, the Contractor may, inter alia, be declared ineligible to continue business with UNFPA.
  3. For purposes of this Contract, the following shall apply:
     1. “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official;
     2. “Fraudulent practice” means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
     3. “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
     4. “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
     5. “Obstructive practice” means any act or omission intended to materially impede the exercise of contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to an investigation into allegations of fraud and corruption;
     6. “Unethical practice” means any conduct or behaviour that is contrary to staff or supplier codes of conduct, such as those relating to conflict of interest, gifts and hospitality, post-employment provisions, abuse of authority and harassment.
  4. UNFPA has adopted a zero tolerance policy on gifts and hospitality. The Contractor acknowledges that UNFPA personnel is prohibited from accepting any gift, even of a nominal value, including drinks, meals, food products, hospitality, calendars, stationery, transportation, recreational trips to sporting or cultural events, theme parks or offers of holidays, or any other forms of gifts, hospitality, benefits or discounts. The Contractor shall not offer any forms of gifts, hospitality, benefits or discounts to UNFPA personnel.
  5. The Contractor acknowledges that the following vendors are considered ineligible for the award of any contract by UNFPA:
     1. Vendors suspended or removed from the UN Procurement Division vendors’ list;
     2. Vendors declared ineligible by any UN organization;
     3. Vendors included on the World Bank’s listing of ineligible firms;
     4. Vendors included on the list maintained pursuant to the UN Security Council resolution 1267.
  6. During the validity of this Contract, the Contractor shall inform UNFPA promptly and without delay by written notice if it or any of its principal officers have been included in any of the lists or listings referred to in Article 8.7 or if it or any of its principal officers have otherwise been declared ineligible for the award of any contract by any UN organization. Failure to fulfill this requirement will be considered as a breach of this Contract that entitles UNFPA to terminate this Contract forthwith.
  7. By signing this Contract, the Contractor agrees that UNFPA is free to disclose this Contract to other UN agencies.

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

|  |  |  |  |
| --- | --- | --- | --- |
| **For UNFPA** | | **For [Contractor]** | |
|  | |  | |
| Signature | | Signature | |
| Name: |  | Name: |  |
| Title |  | Title |  |
| Date: |  | Date: |  |

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

**ANNEX A**

UNFPA GENERAL CONDITIONS OF CONTRACT: CONTRACTS FOR THE PROVISION OF SERVICES

**ANNEX B**

TERMS OF REFERENCE

1. “Management” means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and all other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders. [↑](#footnote-ref-1)
2. Please indicate relevant contracts to the one requested in the RFP. [↑](#footnote-ref-2)