United Nations Population Fund
70A Nahda St., Saryat El- Maadi,
Cairo. P.O. 11435 Egypt
E mail: egypt.tenders@unfpa.org
Website: http://www.unfpa.org

Cairo, January 17th , 2019

REQUEST FOR PROPOSAL (RFP)
RFP Number UNFPA/EGY/RFP/19/01

For the establishment of a:

CONTRACT FOR PROFESSIONAL SERVICES

In regards to:

PROVISION OF "T.V Show Public Auditions Week Campaign

Cairo, Egypt

LETTER OF INVITATION

Dear Sir/Madam,

1. The United Nations Population Fund (UNFPA), an international development agency, is seeking qualified Bids for the provision of *T.V Show Public Auditions Week Campaign*. Your company is hereby invited to submit your best Technical and Financial Bids for the requested services. Your Bid could form the basis for a contract for professional services (CPS) between your company and UNFPA.

2. To enable your company to submit a Bid, please read the following attached documents carefully:

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

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 **19** Submission, Sealing and Marking of Bids.

4. Bidders are requested to carefully read Section I – Instructions to Bidders, clause **19** Submission, Sealing and Marking of Bids, where detailed instructions of the submission process are provided. It is the Bidder's responsibility to assure compliance with the submission process. If the envelopes or emails are not marked / submitted per the instructions, UNFPA will neither assume responsibility for the bid's misplacement or premature opening nor guarantee the confidentiality of the Bid process. Incorrect submissions might result in your Bid being declared invalid.

All Bids comprising of Technical and Financial parts should reach the below and corresponding addresses no later than Sunday February 17th, 2019, at *14:00 Cairo Time.*

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 **19.3** Submission of hard copy Bids, and should reach the following address:

   United Nations Population Fund
   Egypt Country Office
   70A Nahda St., intersection with Road 22,
   Sarayat Maadi, Maadi, Cairo, 11435
   Egypt
   C/O Operation Unit

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 **19.3** Submission of electronic Bids, should reach the email inbox of egypt.tenders@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 (**Sunday February 17th , 2019, at *14:00 Cairo Time.)*** will be rejected.

6. Bidders are asked to acknowledge receipt of this RFP using the Bid Confirmation Form SECTION VI – ANNEX A: BID CONFIRMATION FORM. A completed Form should be e-mailed to: *Ms. Noha El-Maraghy/ Procurement Assistant email: elmaraghy@unfpa.org*, no later than **Saturday, February 2nd , 2019** 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: *Ms. Noha El-Maraghy/ Procurement Assistant email: elmaraghy@unfpa.org , no later than* ***Saturday, February 2nd, 2019***

   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. 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,
Ms. Noha El-Maraghy *Procurement Assistant* *UNFPA* *Egypt Country Office* *elmaraghy@unfpa.org*
Process reviewed and approved by:
Dr. Aleksandar Bodiroza *Representative* *Egypt Country Office* *bodiroza@unfpa.org*

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SECTION I: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. General

1.1. UNFPA's Procurement Services Branch wishes to establish a contract for professional services with a qualified supplier(s) for the provision of *T.V Show Public Auditions Week Campaign* in support of UNFPA's *Programmes* in *Egypt.*

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 Egypt, that wishes to avail itself of such terms, after written consent from UNFPA's Procurement Services Branch;

1.3.2. The contract template specified in SECTION VII – ANNEX A: TEMPLATE OF CONTRACT FOR PROFESSIONAL SERVICES, shall be used.

2. Eligible Bidders

2.1. This Bidding process is open to all legally-constituted companies that can provide the requested *services* and have legal capacity to perform in the country or through an authorized representative.

2.2. Bidders and all parties constituting the Bidder may hold any nationality.

2.3. Bidders must not have a conflict of interest in order to be considered eligible. Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

2.3.1. Are, or have been associated in the past, with a company or any of its affiliates that have been engaged by UNFPA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods and/or services to be purchased under this Bid.

2.3.2. Submit more than one Bid in this Bidding process, except for alternative Bids accepted under instructions to Bidders clause 18 is not permitted. However, this does not limit the participation of subcontractors in more than one Bid.

2.3.3. Any Bidder that is uncertain as to whether the situation it is in constitutes a conflict of interest must disclose the situation to UNFPA and seek UNFPA's guidance.

2.3.4. The following information must be disclosed in the Bid:

2.3.4.1. Bidding entities whose owners, part-owners, officers, directors, controlling shareholders, or key personnel are immediate family of UNFPA staff involved in procurement functions and/or of any government official of the beneficiary country and/or of any Implementing Partner (IP) receiving the goods and/or services under this RFP; and

2.3.4.2. Any other situation that could potentially lead to actual or perceived conflict of interest, collusion, or unfair competition practices.

2.3.4.3. Failure to disclose the information above may result in rejection or disqualification of the Bid or of the award resulting of the Bid process.

2.4. Bidders under declaration of ineligibility by UNFPA in accordance with clause **2** at the time of contract award will be disqualified. Bidders are not eligible to submit a Bid if at the time of Bid submission they are:

2.4.1. Listed as suspended or removed by the United Nations Procurement Division (UNPD);

2.4.2. Declared ineligible by other organizations of the United Nations through the disclosure of the ineligibility or listing as suspended on United Nations Global Marketplace (UNGM) as a result of having committed fraudulent activities;

2.4.3. Included on the UN 1267 list issued by the Security Council resolution 1267 that establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;

2.4.4. Debarred by the World Bank Group in accordance with the WB Listing of Ineligible Firms & Individuals and the WB Corporate Procurement Listing of Non-Responsible Vendors.

2.5. All Bidders must adhere to the UN Supplier Code of Conduct, which may be found by clicking on UN Supplier Code of Conduct.

2.6. Accordingly, any company that is found to have undertaken unethical, unprofessional, or fraudulent activities, as defined in clause **4**, will be temporarily suspended or permanently debarred from business relations with UNFPA

2.7. Bids may be submitted by a Joint Venture (JV). In the case of a JV:

2.7.1. The completed Joint Venture Partner Information Form, SECTION VI – ANNEX F: 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:	Price Schedule Form
Annex F:	Joint Venture Partner Information Form
Annex G:	Checklist of Bid Forms
Section VII:	Contractual Forms
Annex A:	Template of Proposed Contract for Professional Services
Annex B:	Bank Guarantee for Advance Payment
Annex C:	Performance Security

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

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

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

8. Clarifications of Bidding documents

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

Ms. Noha El-Maraghy, Admin & Procurement Assistant, elmaraghy@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 Saturday, February 2nd 2019, at 23:00 Cairo Time

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) and the following other media outlets: UNFPA website & Facebook page.

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 Egyptian Pounds or the equivalent converted to US dollars (USD).

11.2. The Bidder shall indicate on the Price Schedule Form in accordance to SECTION VI – ANNEX E: 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 *120 calendar days* after the Bid submission deadline. UNFPA will consider Bids with shorter validity as not substantially responsive and reject them. Under special circumstances, UNFPA may request Bidders to extend the validity of their Bids. Requests for validity extension will be made in writing.

D. SUBMISSION OF BIDS

15. Documents establishing eligibility and conformity to Bid documents

15.1. Evidence of conformity of the goods/services to the Bidding documents may include the following documentation as described in clauses **16** Technical Bid and **16.1.8** Financial Bid, to be completed and returned in hard copies or in electronic format depending on the submission approach selected.

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

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

16. Technical Bid

16.1. Documents establishing the eligibility of the Technical Bid:

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

16.1.2. Completed Bidder Identification Form; SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM in PDF format.

16.1.3. Completed Bidder's Previous Experience; SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE in PDF format.

16.1.4. Technical Bid, including documentation to demonstrate that the Bidder meets all requirements. The Technical Bid should be presented concisely and structured to include but not necessarily be limited to the information listed in **Error! Reference source not found.** in PDF format

16.1.5. Supporting documents/information per the Supplier Qualification Requirements;

16.1.6. SECTION V: SUPPLIER QUALIFICATION REQUIREMENT

16.1.7. Completed Joint Venture Partner Information Form; SECTION VI – ANNEX F: JOINT VENTURE PARTNER INFORMATION FORM in PDF format.

16.1.8. Copy of last Three years of audited financial statements.

17. Financial Bid

17.1. Bidders must complete the Price Schedule Form in accordance to SECTION VI – ANNEX E: 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.

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

17.2.1. The Price Schedule Form must provide a detailed cost breakdown, as shown in SECTION VI – ANNEX E: PRICE SCHEDULE FORM. Bidders are required to provide separate figures for each of the steps for each item.

17.2.2. 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.

17.2.3. 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.

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

18. Partial & Alternative Bids

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

19. Submission, sealing, and marking of Bids

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

19.2. UNFPA provides alternative methods of Bid submission:

19.2.1. Electronic Bids may be submitted via email in accordance with the guidelines provided in clause **19.3.**

19.2.2. Hard copy Bids may be delivered personally, by mail, or by courier in accordance with the guidelines provided in clause **19.4**

19.2.3. 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.

19.3. **Submission of electronic Bids**

19.3.1. Bidders must enter the following text in the subject line: **UNFPA/*EGY/RFP/19/01*, T.V Show Public Auditions Week Campaign**, *Company Name*, and specify "Technical Bid" or "Financial Bid". Example below:

19.3.1.1. **UNFPA/EGY/RFP/19/01** *[Company name]*, Technical Bid email X

19.3.1.2. **UNFPA/EGY/RFP/19/01** *[Company name]*, Financial Bid

19.3.1.3. Submissions without this text in the subject line may be rejected.

19.3.2. Electronic submissions must be sent only to egypt.tenders@unfpa.org Bids received at egypt.tenders@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.

19.3.3. The total size of the email submission must **not exceed 10 MB**, including e-mail body, attachments, and headers.

19.3.4. 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 **16 & 16.1.8.** 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".

19.3.5. 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 Ms. Noha El-Maraghy, Procurement Assistant at: elmaraghy@unfpa.org .

19.4. **Submission of hard copy Bids**

19.4.1. 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.

19.4.2. Marking of hard copy Bids

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

UNITED NATIONS POPULATION FUND *70 A Nahda St. Intersection with* Road 22, Sarayat Maadi, Cairo, Egypt UNFPA/EGY/RFP/19/01, Company Name Attention: Operation Department **TO BE OPENED ONLY BY AUTHORIZED UNFPA PERSONNEL** **DO NOT OPEN BEFORE SUNDAY FEBRUARY 17TH , 2019**

19.4.2.2. 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.

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

UNITED NATIONS POPULATION FUND
70 A Nahda St. Intersection with Road 22, Sarayat Maadi, Cairo, Egypt
UNFPA/EGY/RFP/19/01, Company Name
Attention: Operation Department
TO BE OPENED ONLY BY AUTHORIZED UNFPA PERSONNEL

Submission 1 of 2: UNFPA/EGY/RFP/19/01 [Company name], Technical Bid
Submission 2 of 2: UNFPA/EGY/RFP/19/01 [Company name], Financial Bid

20. Deadline for submission of Bid and late Bids

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

20.2. Bids received after the submission deadline shall be declared late, rejected and the supplier informed by UNFPA accordingly. UNFPA will not be responsible for Bids that arrive late due to the courier company and any other technical issues which are not within the control of UNFPA.

21. Modification and withdrawal of Bids

21.1. Bidders are expected to have sole responsibility to examine the conformity of their Bids to the requirements of the RFP, keeping in mind that material deficiency in providing information requested by UNFPA, or lack of clarity in the description of goods or services to be provided may result negatively in the evaluation process of the Bids.

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

21.3. Any proposed modification, substitution or withdrawal must be submitted in accordance to clause **19** - Submission, sealing and marking of Bids based on the approach utilized. The respective envelope or email shall be clearly marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL". Any revision to the Bid must be received by the deadline.

21.4. No Bid may be modified, substituted or withdrawn in the interval between the submission deadline and the expiration of the period of the Bid validity. No Bid may be modified, substituted or withdrawn after the submission deadline.

22. Storage of Bids

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

E. BID OPENING AND EVALUATION

23. Bid opening

23.1. UNFPA will conduct an internal Bid opening on Sunday, February 17th, 2019 at 15:00H at UNFPA Egypt Country Office: 70 A Nahda St. Intersection with Road 22, Sarayat Maadi, Cairo, Egypt.

23.2. Bids will be opened by an ad-hoc panel consisting of at least two staff members (of which one may be from a different United Nations agency/fund/program) and where at least one

individual has no involvement in the subsequent stages of the procurement process. There will be separate Bid openings for Technical and Financial Bids. The Bidders' names and submitted documents shall be announced and recorded on the Technical Bid opening report.

23.3. A Bid opening report will be available for viewing only to Bidders who have submitted a bid or their authorized representatives for a period of thirty days from the date of the opening. Information not included in the Bid opening report will not be provided to Bidders.

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

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

24. Clarification of Bids

24.1. To assist in the examination, evaluation and comparison of Bids, UNFPA may ask Bidders for clarification of their Bids. The request for clarification and the response shall be in writing by UNFPA, and no change in price or substance of the Bid shall be sought, offered or permitted. Clarification of Bids may be provided only in response to UNFPA request for clarification or request for additional information.

25. Preliminary examination of Bids

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

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

25.3. A substantially responsive Bid conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

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

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

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

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

25.4.1. During preliminary examination of Bids

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

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

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

25.4.1.4. Non-eligibility of the Bidder;

25.4.1.5. Financial information is included in the Technical Bid.

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

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

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

25.4.3. During Financial evaluation of Bids:

25.4.3.1. The Bidder does not accept the required price correction in accordance to Section I: Instructions to Bidders, clause **26.1.3**

25.4.3.2. Required price components are missing;

25.4.3.3. The Bidder offers less quantity than what is required

25.5. If a Bid is not substantially responsive to the Bidding documents, it shall be rejected by UNFPA and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

26. Non-conformities, errors, and omissions

26.1. Provided that a Bid is substantially responsive:

26.1.1. UNFPA may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

26.1.2. UNFPA may request the Bidder to submit the necessary information or documentation within a reasonable period of time to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

26.1.3. UNFPA shall correct arithmetical errors on the following basis:

26.1.3.1. If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail, and the line item total shall be corrected, unless in the opinion of UNFPA there is an obvious misplacement of the decimal point in the unit price. In that case the line item total as quoted shall govern, and the unit price shall be corrected;

26.1.3.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

27. Evaluation of Bids

27.1. The evaluation of the Bids will be carried out in a two-step process by an evaluation panel, with evaluation of the Technical Bid being completed prior to any Financial Bid being opened and compared.

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

27.3. Information relating to the examination, evaluation, comparison, and post-qualification of Bids and recommendation of contract award shall not be disclosed to Bidders or any other person not officially concerned with such process until the contract award is published.

27.4. Any effort by a Bidder to influence UNFPA in the examination, evaluation, comparison, and post-qualification of the Bids or contract award decisions may result in the rejection of its Bid.

27.5. Notwithstanding from the time of Bid opening to the time of contract award, if any Bidder wishes to contact UNFPA on any matter related to the Bidding process, it should do so in writing.

28. Technical evaluation

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

Criteria	[A] Maximum Points	[B] Points attained by the Bidder	[C] Weighting %	[B] x [C] = [D] Total Points
1. Technical approach and methodology – understanding nature and scope of work	100		25%	
2. Implementation (work) plan and management plan	100		20%	
3. Specific experience and expertise relevant to the assignment	100		15%	
4. Evidenced Quality Programme of the Company	100		20%	
5. technical proposal organization, creativity and presentation	100		20%	
GRAND TOTAL ALL CRITERIA	500		100%	

28.2. Scoring Scale System

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

Degree to which the Terms of Reference requirements are met based on evidence included in the Bid submitted	Points out of 100
Significantly exceeds the requirements	90 – 100
Exceeds the requirements	80 – 89

Meets the requirements	70 – 79
Partially meets the requirements	1 –69
Does not meet the requirements or no information provided to assess compliance with the requirements	0

29. Supplier qualification requirements

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

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

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

29.3. Even though the Bidders may meet the above qualifying criteria, they can be subject to disqualification if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and/or have a record of poor performance such as: not properly completing contracts, inordinate delays in completion, litigation history, financial failures, etc.

30. Financial evaluation

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

30.2. The Financial Bid is evaluated on the basis of its responsiveness to the Price Schedule Form SECTION VI – ANNEX E: PRICE SCHEDULE FORM. The maximum number of points for the Financial Bid is 100. This maximum number of points will be allocated to the lowest price. All other Financial Bids will receive points in inverse proportion according to the following formula:

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

31. Total score

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

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

F. AWARD OF CONTRACT AND FINAL CONSIDERATIONS

32. Award of Contract

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

32.2. UNFPA reserves the right to make multiple arrangements for any item(s) where, in the opinion of UNFPA, the Bid winner cannot fully meet the delivery requirements or it is deemed to be in UNFPA's best interest to do so. Any arrangement under this condition shall be made on the basis of the highest combined scoring Bid, the second-highest, etc.

33. Rejection of Bids and annulments

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

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

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

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

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

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

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

34.2.2. In the negotiations, any deficiency in the offer will be pointed out to the supplier. The supplier will be allowed to make adjustments in the proposal in order to improve and

more clearly specify the contents of the offer. However, under no circumstances shall the requirements (Terms of Reference/specifications) be changed.

35. Signing of the Contract

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

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

36. Publication of Contract Award

36.1. UNFPA will publish the following contract award information on United Nations Global Marketplace http://www.ungm.org, unless it is deemed to be in the interest of UNFPA 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.

37. Payment Provisions

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

38. Bid protest

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

39. Documents establishing sustainability efforts of the Bidder

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

SECTION II: TERMS OF REFERENCE (TOR)

Terms of Reference

For the provision of

"T.V Show Public Auditions Week Campaign

Duty Station: Cairo, Egypt

Duration: Two months

Date of entry: Upon approval of the project

Introduction:

Egypt is the most populous country in North Africa and the Arab world, the third-most populous in Africa (after Nigeria and Ethiopia) and is currently facing a "youth bulge".[i] Approximately 61% of the population is under the age of 30, and 40% is between the ages of 10 and 29.[ii] Ensuring this population accesses contraception is critical for them to reach their greatest potential. Without access and use of contraception, youth, girls and young women in particular, are at high-risk of unintended pregnancies and life altering sexually transmitted diseases, all of which perpetuate other societal challenges including, gender inequity, decreased school enrollment, and poverty.

The distinction between unmarried youth and married youth is particularly important in the Egyptian context, as generally unmarried youth are excluded from assessments related to contraception since they are considered to not be sexually active. Despite contraception and family planning services being readily available to all married women who seek them, a high discontinuation rate and a host of barriers have ensured that greater efforts are required, in order to encourage the uptake of family planning services amongst the population. Recent analysis indicates that there are approximately one million unwanted and/or mistimed pregnancies every year and 79.5% of all married adolescents are not using contraceptives.[iii]. If the current annual population growth rate of 2.5% continues, Egypt's population will hit 120 million in 2030.

Related to this is the issue of Child and forced marriages, a common occurrence in Egypt. Whilst these incidents do not represent the majority of local nuptials, they are frequent enough to raise concern. Child marriages are twice as common in the rural regions of Egypt as they are in the country's urban spaces.

A UNFPA study found that the prevalence of child marriage in rural areas was 37% compared to 17% in urban zones.
Additionally, Egypt has one of the highest rates of FGM throughout the world. Tackling this practice is considered to be a UNFPA priority. FGM has been banned in Egypt since 2008, and more recent laws were introduced on the 31st August 2016. Despite this, **92.3%** of ever-married women aged between 15-49 years old had been circumcised.

A report by the UNFPA in 2015 stated that:
The practice of female genital mutilation has been a tradition in Egypt, and adherence to the custom remains widespread although the government has banned the practice. (UNFPA 2015)
The continued incidence of FGM illustrates the social acceptance ascribed to this long-standing tradition. This is a particularly sensitive topic and should be tackled accordingly.

Another area of concern is Gender Based Violence; GBV consists of mental, physical, emotional and financial abuse and manipulation. Egyptian women have suffered all of these varying forms of violence.
A prevalent form of violence experienced by young girls and women consists of intimate partner violence. 46% of married women between the ages of 18-64 years old had experienced some form of spousal violence in their lifetime. These incidents are even more concerning when survivor's attitudes on such events were surveyed. In a study carried out by the UNFPA, almost a quarter of all women believed that a man was justified in beating his partner in at least one of the several circumstances presented to them.
Lastly, sexual and reproductive health (SRH) has occupied little attention in the public sphere. Considered to be a 'private matter' that need not be discussed in public, SRH has been relatively unexplored, with social and cultural norms being one reason for the lack of research conducted.

The paucity of SRH education has ensured that adolescent's knowledge on this matter is severely deficient. In particular, adolescent girls are especially reluctant to seek information on SRH issues from family members, community contacts, or professional healthcare workers due to the cultural sensitivities and taboos attached to this topic.

The consumption of Western media and content has experienced an influx in Egypt in recent years. This trend has been reflected in the increasing access to the Internet[1] and the popularity of privately-owned channels, as they are more likely to play more 'daring' content, coupled with foreign productions. Arabic music channels in particular sometimes air 'raunchy' content, yet this is sometimes considered a means of 'corrupting' the younger generation's minds.

In addition to shifting attitudes and social norms, the use of entertainment has multiple advantages it attracts and preserves large and diverse youth audiences, it makes messages easy to understand and remember, it delivers messages, which can be repeated without seeming repetitive and didactic, and it harnesses the popularity of TV and radio dramas to better influence harder-to-reach populations—especially youth.

UNFPA in cooperation with Beelink Media production is producing a T.V series tackling the above mentioned issues.

UNFPA is seeking a firm to create an interactive and engaging campaign to recruit new faces from talented young people to take part as actors and actresses in the above mentioned T.V series. The

[1] Six in 10 Egyptians now use the internet three in 10 Egyptians have access to, or choose to use, mobile broadband.

company will be introducing a full concept for doing a full week of public auditions for young people, pairing the public auditions with daily activities for the mass public attending the auditions with all required logistical preparations.

Tasks to be performed under this contract:

The firm shall carry out the following tasks, in coordination with the relevant UNFPA staff:

1) **The firm shall carry out the following tasks, in coordination with the relevant UNFPA and Beelink team:**

- To further develop the proposed interactive concept for the one week (5 days) of public auditions campaign activities.
- Collaborate with UNFPA and Beelink to prepare and implement the agreed on activities
- Document the public auditions campaign. Documentation plan needs to be prepared as part of the technical proposal.
- Outreach to young persons and community members to participate in the public auditions and the campaign activities.

2) **Campaign execution**

a. **Pre- Public auditions activities:**
The below activities needs to be included in the proposed concept for the campaign execution (no limitations on adding more activities depending on the proposed concept)

- Media and Social media campaign for young people to submit pre- auditions two minutes videos showing their talent.
- Managing the receiving process of the videos.
- Coordinating the pre-selection process with Beelink responsible team.
- Contacting all identified and relevant stakeholders to insure wide participation of youth in the process.
  Target number of videos to be received and documented before the pre-screening phase (not less than 12,000 Videos from all over Egypt)
  Number of pre-selected videos: 5,000 Videos from all over Egypt.
- The company will be arranging for contacting and inviting the pre-selected young people to the public auditions week with a distribution of around 700 to 1000 young people per day for continuous 5 days.
- The company will be cooperating with Beelink to form the screening committees to audition the above mentioned number each day.
- The company will be preparing for parallel activities during each day of the public auditions to raise awareness around the issues UNFPA works on and mentioned in the introduction segment of the terms of reference.
- The company will be inviting celebrities and figures to encourage the applying youth on the days of the event. One celebrity or figure for each day.
- The company will insure proper branding, visibility and publicity of the campaign preparation and process.

- The company will insure recruiting at least of two media partners to support the campaign.
- The company will be responsible for all logistical requirements for all the above mentioned activities and any other proposed activities inclusive to venue of the campaign during the designated week and obtaining any governmental or unions permissions that could be required to conduct the campaign. The company will incur all the costs that would result from achieving the above mentioned results.

All the above will be submitted and approved by UNFPA in a proper work-plan including execution dates and venues.

b. During Auditions activities:

- Execution of the agreed on work plan.
- Insuring success and smooth execution with high visibility and publicity levels with the relevant media partners.
- The firm will be responsible to provide required staff and personnel to successfully implement the campaign.
- The firm will insure proper documentation and public engagement online and offline throughout the campaign period.

c. **After Campaign activities:**

- Handing all documentation materials (Visual, audio, print ...etc.) to UNFPA
- Producing three minutes hot-mix video of the campaign activities.

Technical proposal requirements:

1. Narrative word document explaining the proposed campaign concept and vision, along with the detailed proposed activities and events.
2. List of all proposed partnerships to implement the campaign, inclusive to academia, government, civil society, media outlets … tc.
3. Operational plan with realistic time table.
4. List of key figures or celebrities the firm can get to be part of the public auditions week events.
5. List of the proposed venues for the public auditions week.
6. Visuals for the venues possible settings during the five days public auditions week based on the proposed concept, vision and activities.

Target group:

Egyptian young people (age 16- 30 years old) from All governorates in Egypt.

Areas of performance:

The campaign week to be hosted in Cairo.

Coordination and reporting:

The firm will be contracted by UNFPA Egypt and will report to UNFPA Edutainment Programme team.

Please include information on what support and input UNFPA will be able to provide to the vendor to complete the assignment.

UNFPA will be providing the following support to the vendor to complete the assignment:

1. Close follow up and monitoring throughout the assignment
2. Preparing any required official documents or correspondences to be submitted by the vendor to governmental entities for permissions or any other governmental requirements.
3. Attending all meetings per the vendor requests with possible media partners and sponsors.
4. Provide technical input at all stages of preparations and work execution.

Requirements:

- At least 3 years previous experience in coordinating and executing large scale campaigns and events.
- Previous work with UN organizations is an asset.
- Experience in working with young people is an asset.
- Experience in working in family planning, GBV, FGM or any topic under reproductive health or similar field is an asset.

Time Frame:

- The public auditions week to take place between 26- 30 March 2019. The pre- public audition week activities to take place per the submitted work-plan by vendors.

[1] UNDP in Egypt. (2017). About Egypt. [online] Available at: http://www.eg.undp.org/content/egypt/en/home/countryinfo.html [Accessed 22 Jun. 2017].

[1] Popcouncil.org. (2017). Survey of Young People in Egypt | Population Council. [online] Available at: http://www.popcouncil.org/research/survey-of-young-people-in-egypt [Accessed 22 Jun. 2017].

[1] Egypt FP2020 Core Indicator Summary Sheet: 2016

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.

    1. 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 including a narrative word document explaining the proposed campaign concept and vision, along with the detailed proposed activities and events and a list of all proposed partnerships to implement the campaign, inclusive to academia, government, civil society, media outlets … tc. A List of key figures or celebrities the firm can get to be part of the public auditions week events will need to be submitted too.

2.

    2. 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. A List of the proposed venues for the public auditions week and visuals for the venues possible settings during the five days public auditions week based on the proposed concept, vision and activities are required.

3. 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.

4. Proposed Project Team Members: attach the curriculum vitae of the senior professional member of the team and members of the proposed team.

5. Detailed description of your proposed deliverables.

    3. Detailed project plan showing the required resources and support from your firm as well as from UNFPA.

6. Detailed description of the technical specifications of your Bid.

7. A list of tasks which are out-of-scope versus in-scope.

8. Why you would be qualified for this project (Similar reference deliverables, ideally with live examples).

9. UNFPA requests Bidders to submit information on environmental and social policies and any related documentation in their Bid.

10. All standard forms as explained under clause Section I: Instructions to Bidders, clause 16

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

SECTION III: GENERAL CONDITIONS OF CONTRACT

G E N E R A L C O N D II T II O N S O F C O N T R A C T
CONTRACTS FOR THE PROVIISIION OF SERVIICES
REV.: MAY 2012

1. LEGAL STATUS OF THE PARTIES: UNFPA (a subsidiary organ of the United Nations established by the General Assembly in resolution 3019 (XXVII)) and the Contractor shall also each be referred to as a "Party" hereunder, and:
1.1 Pursuant, inter alia, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
1.2 The Contractor shall have the legal status of an independent contractor vis-à-vis UNFPA, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or Sub-contractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of any services to UNFPA by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:
2.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
2.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNFPA, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
2.3 At the option of and in the sole discretion of UNFPA:
2.3.1 the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UNFPA prior to such personnel's performing any obligations under the Contract;
2.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNFPA prior to such personnel's performing any obligations under the Contract; and,
2.3.3 in cases in which, pursuant to Article 2.3.1 or 2.3.2, above, UNFPA has reviewed the qualifications of such Contractor's personnel, UNFPA may reasonably refuse to accept any such personnel.
2.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
2.4.1 UNFPA may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.
2.4.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNFPA, which shall not be unreasonably withheld.

2.4.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
2.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
2.4.5 Any request by UNFPA for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNFPA shall not bear any liability in respect of such withdrawn or replaced personnel.
2.4.6 If a request for the withdrawal or replacement of the Contractor's personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNFPA officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.
2.5 Nothing in Articles 2.2, 2.3 and 2.4, above, shall be construed to create any obligations on the part of UNFPA with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
2.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNFPA shall:
2.6.1 undergo or comply with security screening requirements made known to the Contractor by UNFPA, including but not limited to, a review of any criminal history;
2.6.2 when within UNFPA premises or on UNFPA property, display such identification as may be approved and furnished by UNFPA, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNFPA for cancellation.
2.7 Within one working day after learning that any of Contractor's personnel who have access to any UNFPA premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNFPA about the particulars of the charges then known and shall continue to inform UNFPA concerning all substantial developments regarding the disposition of such charges.
2.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNFPA premises or on UNFPA property shall be confined to areas authorized or approved by UNFPA. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNFPA premises or on UNFPA property without appropriate authorization from UNFPA.

3. ASSIGNMENT:
3.1 Except as provided in Article 3.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNFPA. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNFPA. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this contract, except with the prior written consent of UNFPA. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNFPA.
3.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations provided that:
3.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and,

3.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; and,
3.2.3 the Contractor promptly notifies UNFPA about such assignment or transfer at the earliest opportunity; and,
3.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNFPA following the assignment or transfer.

4. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNFPA. UNFPA shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor
that UNFPA reasonably considers is not qualified to perform obligations under the Contract. UNFPA shall have the right to require any subcontractor's removal from UNFPA premises without having to give any justification therefor.
Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the
Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

5. INDEMNIFICATION:
5.1 The Contractor shall indemnify, defend, and hold and save harmless, UNFPA, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNFPA, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:
5.1.1 allegations or claims that the possession of or use by UNFPA of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNFPA under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,
5.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.
5.2 The indemnity set forth in Article 5.1.1, above, shall not apply to:
5.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNFPA directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; or
i.A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNFPA or another party acting under the direction of UNFPA made such changes.
.3 In addition to the indemnity obligations set forth in this Article 5, the Contractor shall be obligated, at its sole expense, to defend UNFPA and its officials, agents and employees, pursuant to this Article 5, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

5.4 UNFPA shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of the United Nations, including its subsidiary organs, or any matter relating thereto, for which only UNFPA itself is authorized to assert and maintain. UNFPA shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.
5.5 In the event the use by UNFPA of any goods, property or services provided or licensed to UNFPA by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:
5.5.1 procure for UNFPA the unrestricted right to continue using such goods or services provided to UNFPA;
5.5.2 replace or modify the goods or services provided to UNFPA, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; or,
5.5.3 refund to UNFPA the full price paid by UNFPA for the right to have or use such goods, property or services, or part thereof.

6. INSURANCE AND LIABILITY:
6.1 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.
6.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:
6.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
6.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;
6.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; and,
6.2.4 such other insurance as may be agreed upon in writing between UNFPA and the Contractor.
6.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.
6.4 The Contractor acknowledges and agrees that UNFPA accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.
6.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNFPA, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

6.5.1 name UNFPA as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
6.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNFPA;
6.5.3 provide that UNFPA shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and,
6.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNFPA.
6.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
6.7 Except for any self-insurance program maintained by the Contractor and approved by UNFPA for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNFPA. Prior to the commencement of any obligations under the Contract, the contractor shall provide UNFPA with evidence, in the form of certificate of insurance or such other form as UNFPA may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNFPA reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 6.5.3, above, the Contractor shall promptly notify UNFPA concerning any cancellation or material change of insurance coverage required under the Contract.
6.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

7. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNFPA against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNFPA.

8. EQUIPMENT FURNISHED BY UNFPA TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNFPA to the Contractor for the performance of any obligations under the Contract shall rest with UNFPA, and any such equipment shall be returned to UNFPA at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNFPA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNFPA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

9. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:
9.1 Except as is otherwise expressly provided in writing in the Contract, UNFPA shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNFPA under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNFPA.
9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNFPA does not and shall not claim any ownership interest thereto, and the

Contractor grants to UNFPA a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
9.3 At the request of UNFPA, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNFPA in compliance with the requirements of the applicable law and of the Contract.
9.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNFPA, shall be made available for use or inspection by UNFPA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNFPA authorized officials on completion of work under the Contract.

10. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNFPA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations and UNFPA, or any abbreviation of the name of the United Nations and UNFPA in connection with its business or otherwise without the written permission of the United Nations and UNFPA.

11. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:
11.1 The Recipient shall:
11.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and,
11.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.
11.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 11, the Recipient may disclose Information to:
11.2.1 any other party with the Discloser's prior written consent; and,
11.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
11.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
11.2.2.2 any entity over which the Party exercises effective managerial control; or,
11.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.
11.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, including its subsidiary organs, the Contractor will give UNFPA sufficient prior notice of a request for the disclosure of Information in order to allow UNFPA to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
11.4 UNFPA may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

11.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
11.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:
12.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
12.2 If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, UNFPA shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 13, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNFPA shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.
12.3 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNFPA is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

13. TERMINATION:
13.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 16 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.
13.2 UNFPA may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNFPA applicable to the performance of the Contract or the funding of UNFPA applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNFPA may terminate the Contract without having to provide any justification therefor.

13.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNFPA, the Contractor shall, except as may be directed by UNFPA in the notice of termination or otherwise in writing:

13.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

13.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

13.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNFPA and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

13.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

13.3.5 transfer title and deliver to UNFPA the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

13.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNFPA thereunder;

13.3.7 complete performance of the work not terminated; and,

13.3.8 take any other action that may be necessary, or that UNFPA may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNFPA has or may be reasonably expected to acquire an interest.

13.4 In the event of any termination of the Contract, UNFPA shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNFPA shall not be liable to pay the Contractor except for those goods delivered and services provided to UNFPA in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNFPA or prior to the Contractor's tendering of notice of termination to UNFPA.

13.5 UNFPA may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

13.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

13.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

13.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

13.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

13.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; or,

13.5.6 UNFPA reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

13.6 Except as prohibited by law, the Contractor shall be bound to compensate UNFPA for all damages and costs, including, but not limited to, all costs incurred by UNFPA in any legal or non-legal proceedings, as a result of any of the events specified in Article 13.5, above, and resulting from or relating to a termination of the

Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNFPA of the occurrence of any of the events specified in Article 13.5, above, and shall provide UNFPA with any information pertinent thereto.

13.7 The provisions of this Article 13 are without prejudice to any other rights or remedies of UNFPA under the Contract or otherwise.

14. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

15. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNFPA shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNFPA shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

16. SETTLEMENT OF DISPUTES:

16.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

16.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. TAX EXEMPTION:

18.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNFPA from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNFPA to determine a mutually acceptable procedure.

18.2 The Contractor authorizes UNFPA to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNFPA before the payment thereof and UNFPA has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNFPA

with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNFPA shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNFPA and paid by the Contractor under written protest.

19. MODIFICATIONS:

19.1 Pursuant to the Financial Regulations and Rules of UNFPA, only the Chief of the Procurement Services Branch of UNFPA or such other contracting authority as made known to the Contractor in writing, possesses the authority to agree on behalf of UNFPA to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against UNFPA unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief of the Procurement Services Branch of UNFPA or such other contracting authority.

19.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 19.1, above.

19.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UNFPA nor in any way shall constitute an agreement by UNFPA thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 19.1, above.

20. AUDITS AND INVESTIGATIONS:

20.1 Each invoice paid by UNFPA shall be subject to a post-payment audit by auditors, whether internal or external, of UNFPA or the United Nations or by other authorized and qualified agents of UNFPA or the United Nations at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNFPA shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNFPA other than in accordance with the terms and conditions of the Contract.

20.2 UNFPA may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

20.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNFPA access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNFPA or the United Nations hereunder.

21. LIMITATION ON ACTIONS:

21.1 Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 16.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

21.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

22. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 23 to 28 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNFPA to terminate the Contract or any other contract with UNFPA immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

23. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNFPA in connection with the performance of its obligations under the Contract. Should any authority external to UNFPA seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNFPA and provide all reasonable assistance required by UNFPA. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNFPA, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the United Nations and UNFPA.

24. OFFICIALS NOT TO BENEFIT: The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UNFPA any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UNFPA or the award thereof or for any other purpose intended to gain an advantage for the Contractor.

25. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNFPA, as such obligations are set forth in the United Nations and UNFPA vendor registration procedures.

26. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

27. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

28. SEXUAL EXPLOITATION:

28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and

abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

28.2 UNFPA shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

SECTION IV: UNFPA SPECIAL CONDITIONS OF CONTRACT

CONTRACT RATES	The rates charged for the services performed shall not be adjustable.
GOODS AND SERVICES DEFINED	Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, customized and standard software as required, intermediate products and products the successful Bidder is required to supply under the contract. Services are to include design, installation and commissioning, training services, technical assistance and warranty services as required to supply in the contract.
KEY PERFORMANCE INDICATORS	Successful Bidder's performance will be monitored and evaluated by UNFPA on a weekly 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: **Goods:** • Adherence to specifications, including quality and quantity • Overall communication and responsiveness, e.g., - Timely acknowledgement and processing of queries, RFQ, PO - Proactively updating delivery information with UNFPA, including UNFPA's order tracking system (ETD, ETA, ATD, ATA, inspection dates etc.). - In case of delivery delay, proactively communicating with buyers on mitigation measures **Services:** • Expected output achieved • Satisfactory level of quality and technical competence • Effective and timely communication and professionalism **Goods and Services:** • Timely delivery of goods and services based on client requirements • Satisfactory level of quality, technical competence, and management of post-delivery issues (if applicable) • Effective and timely communication and documents handling • Adherence to contractual agreement (Purchase Order, contract, LTA terms and conditions) Key performance indicators may be modified and/or added during the validity of this contract.
PAYMENT TERMS	UNFPA's policy is to pay for the performance of contractual services rendered and/or to effect payment upon the achievement of specific milestones described in the contract. UNFPA's policy is not to grant advance payments except in unusual situations where the potential supplier, whether a private firm, non-governmental

	organization or a government or other entity, specifies in the Bid that there are special circumstances warranting an advance payment. UNFPA will normally require a bank guarantee or other suitable security arrangement in such cases. Any request for an advance payment is to be justified and documented, and must be submitted with the Financial Bid. The justification shall explain the need for the advance payment, itemize the amount requested and provide a time schedule for utilization of said amount. Information about your financial status must be submitted, such as audited financial statements at 31 December of the previous year and include this documentation with your financial bid. Further information may be requested by UNFPA at the time of finalizing contract negotiations with the awarded Bidder.

SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS

1. **Legal and regulatory requirements**

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

2. **Legal status of the Bidder**

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

3. **Bidder's eligibility**

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

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

4. **Financial stability**

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

Financial Ratio	2016	2017	2018
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:	Price Schedule Form	Mandatory	PDF & Excel
Annex F:	Joint Venture Partner Information Form	Optional	PDF
Annex G:	Checklist of Bid Forms	Not Applicable	Not Applicable

SECTION VI – ANNEX A: BID CONFIRMATION FORM

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

To:	UNFPA Egypt Country Office	Date:	
	Ms. Noha El-Maraghy	Email:	elmaraghy@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/EGY/RFP/19/01		

☐	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
70A Nahda St., intersection with Road 22,
Sarayat Maadi, Maadi, mCairo, Egypt.

Dear Sir/Madam,
The undersigned, having read the original RFP documents of UNFPA/EGY/RFP/19/01 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.

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/EGY/RFP/19/01

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)	

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

3. Expertise of Staff	
Total number of staff	
Number of staff involved in similar contracts	

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

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

SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE

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

Indicate the description of products, services or works provided to their clients.
To be attached: Evidence (client's letter or certificate) in support of satisfactory completion of above orders.

Signature and stamp of the Bidder:		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:	

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

SECTION VI – ANNEX E: PRICE SCHEDULE FORM

1. Submit this document in a separate email from the Technical Bid as indicated in Section I: Instructions to Bidders clause **19** Submission, sealing, and marking of Bids and in Annex I Instructions to Bidders.

2. All prices/rates Bid must be exclusive of all taxes, since UNFPA is exempt from taxes.

3. The Price Schedule Form must provide a detailed cost breakdown, as shown below. Provide separate figures for each of the steps in Item 1 below; estimates for out of pocket expenses should be listed separately in Item 2 below.

4. UNFPA anticipates awarding the project on a fixed-price basis. To complete an analysis of the Bid, firms are required to submit itemized pricing that identifies the people who will work on the project (including resumes), their billing rates, and the number of hours proposed for the project. Anticipated travel, lodging, and out-of-pocket expensed should be detailed as well.

Item	Description	Number & Description of Staff by Level	Daily Rate	Days to be Committed	Total
1. Example of Professional Fees					
	Pre- Public Auditions Activities				
	During Public Auditions Activities				
	After Campaign Activities				
				Total Professional Fees	EGP
2. Example of Out-of-Pocket expenses					
	Renting Venue				
	Materials for the Auditions				
	Renting sound & light equipment				
	Others (please indicate)				
				Total Out of Pocket Expenses	EGP
				Total Contract Price *(Professional Fees + Out of Pocket Expenses)*	EGP

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

SECTION VI – ANNEX F: 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/EGY/RFP/19/01

Page _____ of _____ pages

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

SECTION VI – ANNEX G: CHECKLIST OF BID FORMS

The following checklist is provided as a courtesy to Bidders. Please use this checklist while preparing the Bid to ensure that your Bid contains all required information. This checklist is for the Bidder's internal reference and does *not* need to be submitted with the Bid.

ACTIVITY	LOCATION	YES/NO/ N/A	REMARKS
Have you read and understood all of the Instructions to Bidders in Section I of the Bidding documents?	SECTION I: INSTRUCTIONS TO BIDDERS		
Have you reviewed and agreed to the UNFPA General Conditions of Contracts?	SECTION III: GENERAL CONDITIONS OF CONTRACT		
Have you reviewed and agreed to the UNFPA Special Conditions for Contracts?			
Have you completed the Bid Submission Form?	SECTION VI – ANNEX B: BID SUBMISSION FORM		
Have you completed the Bidder's Identification Form?	SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM		
Have you completed the Bidder's Previous Experience Form?	SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE		
Have you completed and signed the Price Schedule Form?	SECTION VI – ANNEX E: PRICE SCHEDULE FORM		
Have you completed the Joint Venture Partner Information Form?	SECTION VI – ANNEX F: JOINT VENTURE PARTNER INFORMATION FORM		
Have you reviewed all of the relevant Contract form(s)?	SECTION VII: CONTRACTUAL FORMS		
Have you prepared a copy of your company's registration in the country of operation?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you prepared a copy of the previous year's audited Company Balance Sheet and Financial Statements?	Section I: Instructions to Bidders, clause 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 a copy of any of your company's environmental or social policies, and any related documentation?	Section I: Instructions to Bidders, clause 39		

Have you reviewed the UN Global Compact requirements?	Section I: Instructions to Bidders, clause 39		
Have you sealed and marked the Bids according to Instructions to Bidders clause 20.3 (electronic Bids) or clause 20.4 (hard copy Bids) or clause 20 (Submission through an online system)?	Section I: Instructions to Bidders, clause 19.3 & **Error! Reference source not found.**		
If submitted electronically through email, is the file size of the Bid less than 8MB? (If the file size is above 8 MB, refer to Instructions to Bidders clause 20.3.3)	Section I: Instructions to Bidders, clause 19.3.3		
Have you noted the Bid closing deadline?	Invitation letter Number 4		
Have you provided information on Supplier Qualification Requirements?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS & SECTION VI – ANNEX B: BID SUBMISSION FORM		
Have you provided evidence that the Bidder has successfully completed at least one similar contract within the last five years for supply of goods/services?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you provided contact details of commercial banks and names of contact persons from whom UNFPA can seek feedback?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you provided sufficient documentation of your company's ability to undertake the services, i.e., - List of similar contracts/LTAs executed for other clients including contact details. - Evidence that the Bidder possesses experience in the geographical area. - At least three years of experience in performing similar contracts/Long Terms Agreements	SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE & SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you provided sufficient documentation of your company's managerial capability? - Details of company's managerial structure. - Quality assurance systems in place.	SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM		

Have you supplied clients' certificates in support of the satisfactory operation of the goods/services as specified above?	SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE		
Have you checked Section I: Instructions to Bidders, clauses, 16 & 17 and provided all requested documentation in the correct formats?	Section I: Instructions to Bidders, clauses 16 & 16.1.8		

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
Annex B:	Bank Guarantee for Advance Payment	Not Applicable	PDF
Annex C:	Performance Security	Not Applicable	PDF

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

https://www.unfpa.org/resources/contract-professional-services-supplier-contractual-instruments#

SECTION VII – ANNEX B: BANK GUARANTEE FOR ADVANCE PAYMENT

No advance payment shall be requested.

SECTION VII – ANNEX C: PERFORMANCE SECURITY

No performance security shall be requested.

[i] UNDP in Egypt. (2017). About Egypt. [online] Available at: http://www.eg.undp.org/content/egypt/en/home/countryinfo.html [Accessed 22 Jun. 2017].
[ii] Popcouncil.org. (2017). Survey of Young People in Egypt | Population Council. [online] Available at: http://www.popcouncil.org/research/survey-of-young-people-in-egypt [Accessed 22 Jun. 2017].
[iii] Egypt FP2020 Core Indicator Summary Sheet: 2016