REQUEST FOR PROPOSAL (RFP)
RFP Number UNFPA/EGY/RFP/19/014 (1)
For the establishment of a:
LONG TERM AGREEMENT
In regards to:
PROVISION OF SPORTS CAMPAIGNS MANAGEMENT TO UNFPA Egypt (2)

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 Sports Campaigns Logistics Management services. 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 Long Term Agreement (LTA) between your company and UNFPA.

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

<table>
<thead>
<tr>
<th>Section I:</th>
<th>Instructions to Bidders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section II:</td>
<td>Terms of Reference</td>
</tr>
<tr>
<td>Section III:</td>
<td>UNFPA General Conditions of Contract</td>
</tr>
<tr>
<td>Section IV:</td>
<td>UNFPA Special Conditions of Contract</td>
</tr>
<tr>
<td>Section V:</td>
<td>Supplier Qualification Requirements</td>
</tr>
<tr>
<td>Section VI:</td>
<td>Bid and Returnable Forms</td>
</tr>
<tr>
<td>Section VII:</td>
<td>Contractual Forms</td>
</tr>
</tbody>
</table>

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

4. Bidders are requested to carefully read Section I – Instructions to Bidders, clause 20 Submission, Sealing and Marking of Bids, where detailed instructions of the submission process are provided. It is the Bidder’s responsibility to assure compliance with the submission process. If the envelopes or emails are not marked / submitted per the instructions, UNFPA will neither assume responsibility for the bid’s misplacement or premature opening nor guarantee the confidentiality of the Bid process. Incorrect submissions might result in your Bid being declared invalid.

All Bids comprising of Technical and Financial parts should reach the below and corresponding addresses no later than September 15, 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 20.3 Submission of hard copy Bids, and should reach the following address:

United Nations Population Fund
Egypt Country Office
70A Nahda St., Saryat El- Maadi,
Cairo, 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 20.3 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 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 elmaraghy@unfpa.org no later than Wednesday, September 4th, 2019, at 15:00 Cairo Time and indicate whether or not a Bid shall be submitted. Bidders that will not submit a Bid are kindly asked to indicate the reason(s) for not bidding on the Bid Confirmation Form to help UNFPA improve its future Bid exercises.

7. Any questions relating to the Bid process and/or to the attached documents shall be sent to: Ms. Noha El-Maraghy, Procurement Assistant at email: elmaraghy@unfpa.org.

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

8. UNFPA posts all Bids notices, clarifications and results in the United Nations Global Marketplace; hence, we strongly encourage Bidders to register on UNGM. 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**  
Admin & Procurement Assistant  
UNFPA Egypt Country Office  
elmaraghy@unfpa.org

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<th>Process reviewed and approved by:</th>
<th>(4)</th>
</tr>
</thead>
</table>

**Dina Ammari Engell**  
Procurement Associate  
Procurement Services Branch  
UNFPA
Table of Contents

SECTION I: INSTRUCTIONS TO BIDDERS........................................................................................................6

A. INTRODUCTION........................................................................................................................................6
   1. General......................................................................................................................................................6
   2. Eligible Bidders........................................................................................................................................6
   3. Cost of Bid..............................................................................................................................................8
   4. Fraud and Corruption...............................................................................................................................8
   5. Zero Tolerance .......................................................................................................................................9
   6. Disclaimer.............................................................................................................................................9

B. SOLICITATION DOCUMENTS..................................................................................................................9
   7. UNFPA Bidding document (5) ...............................................................................................................9
   8. Clarifications of Bidding document (6)................................................................................................10
   9. Amendments to Bidding documents.....................................................................................................10

C. PREPARATION OF BIDS..........................................................................................................................11
   10. Language of the Bid.............................................................................................................................11
   11. Bid currency and prices (7) .................................................................................................................11
   12. Conversion to single currency.............................................................................................................11
   13. Most favored pricing.............................................................................................................................11
   14. Validity of Bids (8)...............................................................................................................................11
   15. Bidders’ conference (9).......................................................................................................................11

D. SUBMISSION OF BIDS.............................................................................................................................11
   16. Documents establishing eligibility and conformity to Bid documents ..............................................11
   17. Technical Bid......................................................................................................................................11
   18. Financial Bid......................................................................................................................................14
   19. Partial & Alternative Bids.....................................................................................................................14
   20. Submission, sealing, and marking of Bids (10)..................................................................................14
   20.3. Submission of electronic Bids (11)..................................................................................................14
   20.4. Submission of hard copy Bids (12)..................................................................................................15
   21. Deadline for submission of Bid and late Bids.....................................................................................15
   22. Modification and withdrawal of Bids..................................................................................................16
   23. Storage of Bids....................................................................................................................................16

E. BID OPENING AND EVALUATION.........................................................................................................16
   24. Bid opening (13)..................................................................................................................................16
   25. Clarification of Bids..............................................................................................................................17
   26. Preliminary examination of Bids (14)................................................................................................17
   27. Non-conformities, errors, and omissions............................................................................................18
   28. Evaluation of Bids (15).......................................................................................................................18
29. Technical evaluation (16) ........................................................................................................... 19
30. Supplier qualification requirements (17) .................................................................................. 21
31. Financial evaluation (18) ....................................................................................................... 21
32. Total score (19) ...................................................................................................................... 22

F. AWARD OF LONG TERM AGREEMENT AND FINAL CONSIDERATIONS ......................... 22
33. Award of long term agreement (LTA) ...................................................................................... 22
34. Rejection of Bids and annulments ............................................................................................ 22
35. Right to vary requirements and to negotiate at time of award ................................................. 22
36. Signing of the long term agreement (LTA) .............................................................................. 23
37. Publication of Contract Award ................................................................................................ 24
38. Payment Provisions ................................................................................................................ 24
39. Bid protest .................................................................................................................................. 24
40. Documents establishing sustainability efforts of the Bidder ....................................................... 24

SECTION II: TERMS OF REFERENCE (TOR) .................................................................................. 25
SECTION II – ANNEX A: INSTRUCTIONS FOR PREPARING TECHNICAL BID ......................... 32
SECTION II – ANNEX B: SPEND ANALYSIS AND DEMAND FORECAST ................................. 33
SECTION III: GENERAL CONDITIONS OF CONTRACT ............................................................... 34
SECTION IV: UNFPA SPECIAL CONDITIONS OF CONTRACT ..................................................... 42
SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS ............................................................ 44
SECTION VI: BID AND RETURNABLE FORMS .............................................................................. 47
SECTION VI – ANNEX A: BID CONFIRMATION FORM ................................................................. 48
SECTION VI – ANNEX B: BID SUBMISSION FORM ........................................................................ 49
SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM .......................................................... 50
SECTION VI – ANNEX D: BIDDER’S PREVIOUS EXPERIENCE ..................................................... 52
SECTION VI – ANNEX E: PRICE SCHEDULE FORM ..................................................................... 51
SECTION VI – ANNEX F: JOINT VENTURE PARTNER INFORMATION FORM ............................... 1
SECTION VI – ANNEX G: CHECKLIST OF BID FORMS ............................................................... 4
SECTION VII: CONTRACTUAL FORMS .......................................................................................... 7
SECTION VII – ANNEX A: LONG TERM AGREEMENT TEMPLATE ............................................... 8
SECTION VII – ANNEX B: BANK GUARANTEE FOR ADVANCE PAYMENT ................................ 1
SECTION VII – ANNEX C: PERFORMANCE SECURITY ................................................................. 4

Error! Bookmark not defined.
SECTION I: INSTRUCTIONS TO BIDDERs

A. INTRODUCTION

1. General
   1.1. UNFPA’s Egypt Country Office wishes to enter into non-exclusive Long Term Agreements (LTAs) with qualified suppliers for Sports Campaigns Logistics Management services in support of UNFPA’s Programmes located in Egypt.
   1.2. As a result of this competitive Bid process, UNFPA plans to sign non-exclusive Long-Term Agreements (LTAs) with multiple supplier(s) for Two years with one-year extension subject to satisfactory performance, price competitiveness and availability of fund.

   1.3. In the event of UNFPA signing an LTA 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 Egypt Country Office.
      1.3.2. The LTA template specified in SECTION VII – ANNEX A: LONG TERM AGREEMENT TEMPLATE, shall be used.
      1.3.3. UNFPA will not be committed to purchase any minimum quantity of the goods/services, and purchases will be made only if and when there is an actual requirement. UNFPA shall not be liable for any costs in the event that no purchase is made under any resulting LTA. All reductions in market prices provided by the supplier will be passed on in full to UNFPA.
      1.3.4. The successful Bidder(s) shall have the right to review their prices every 12 months from commencement of the LTA, and shall notify UNFPA in writing 90 days prior to the 12-month period of a proposed price decrease or increase. The successful Bidder(s) shall provide proper justification for any price increase. UNFPA shall be entitled to either accept the price decrease/increase or to cancel the LTA, and shall notify the successful Bidder(s) in writing of its decision.

   1.4. Upon the establishment of the LTA(s) with successful Bidder(s). Secondary Bidding procedures are described in Section 36.

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 legally authorized to perform the required services in Egypt.

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

      2.3.1. Are, or have been associated in the past, with a company or any of its affiliates that have been engaged by UNFPA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods and/or services to be purchased under this Bid.
2.3.2. Submit more than one Bid in this Bidding process, except for alternative Bids accepted under instructions to Bidders clause 19 is not permitted. However, this does not limit the participation of subcontractors in more than one Bid.

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

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

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

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

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

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

2.4.1. suspended by United Nations Organizations and listed in the UNGM Ineligible Vendor List tool (www.ungm.org);

2.4.2. appearing on the ineligibility list, as defined in the UNFPA Policy for Vendor Review and Sanctions;

2.4.3. have been sanctioned or temporarily suspended by the UNFPA Chief Procurement Official in accordance with the UNFPA Policy for Vendor Review and Sanctions;

2.4.4. included on the ineligibility lists established by the United Nations Security Council resolutions (see https://www.un.org/securitycouncil/content/un-sc-consolidated-list);

2.4.5. included on the World Bank’s listing of ineligible firms.

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,
2.7.3. 
2.7.4. SECTION VI – ANNEX F: JOINT VENTURE PARTNER INFORMATION FORM, must be included with the Bid; and 
2.7.5. All parties to the JV shall be jointly and severally liable; and 
2.7.6. 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 an LTA, during the validity of the LTA.

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 while 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 (S)

7.1. This RFP document is posted on United Nations Global Marketplace (UNGM).

7.2. Bidding documents consists of the following:

<table>
<thead>
<tr>
<th>Section</th>
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<tr>
<td>Section I:</td>
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</tr>
<tr>
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<td>Terms of Reference</td>
</tr>
<tr>
<td>Annex A:</td>
<td>Instructions for Preparing Technical Bid</td>
</tr>
<tr>
<td>Section III:</td>
<td>UNFPA General Conditions of Contract</td>
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<tr>
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<td>Annex D:</td>
<td>Bidder’s Previous Experience</td>
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<tr>
<td>Annex E:</td>
<td>Price Schedule Form</td>
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<tr>
<td>Annex F:</td>
<td>Joint Venture Partner Information Form</td>
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</table>
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 (6)

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, Procurement Assistant, at 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 September 4th, 2019, at 23:00 Local 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) , UNFPA website and Social Media. 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. 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 (7)
11.1. All prices shall be in Egyptian Pounds.
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 LTA.

12. Conversion to single currency
12.1. N/A

13. Most favored pricing
13.1. By submitting a Bid, the Bidder certifies that the same Sports Campaigns Logistics Management 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 (8)
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.

15. Bidders’ conference (9)
15.1. N/A

D. SUBMISSION OF BIDS

16. Documents establishing eligibility and conformity to Bid documents
16.1. Evidence of conformity of the goods/services to the Bidding documents may include the following documentation as described in clauses 17 Technical Bid and 18 Financial Bid, to be completed and returned in hard copies or in electronic format depending on the submission approach selected.
16.2. Submission of a Bid that does not substantially respond to the UNFPA Bid document in every respect shall be at the Bidder’s risk and may result in a rejection of the Bid.

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

17. Technical Bid
17.1. Documents establishing the eligibility of the Technical Bid:
17.1.1. Completed and signed Bid Submission Form; SECTION VI – ANNEX 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.

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

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

17.1.4. Technical Bid, including documentation to demonstrate that the Bidder meets all requirements. The Technical Bid should be presented concisely and structured to include but not necessarily be limited to the information listed in SECTION II – ANNEX A: INSTRUCTIONS FOR PREPARING TECHNICAL BID in PDF format.

17.1.5. Supporting documents/information per the Supplier Qualification Requirements;
17.1.6. SECTION V: SUPPLIER QUALIFICATION REQUIREMENT
17.1.7. Completed Joint Venture Partner Information Form;
17.1.9. SECTION VI – ANNEX F: JOINT VENTURE PARTNER INFORMATION FORM in PDF format.
17.1.10. Copy of last Three (3) years of audited financial statements.

18. Financial Bid
18.1. 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.

18.2. Please consider the following information when completing the Price Schedule Form:
18.2.1. The Price Schedule Form must provide a detailed cost breakdown, as shown in SECTION VI – ANNEX E: PRICE SCHEDULE FORM. Bidders are required to provide separate figures for each of the steps for each item.
18.2.2. Estimates for out of pocket expenses should be listed separately. Where installation, commissioning, training or other similar services are required to be performed by the Bidder, the Bidder shall include the prices for these services broken down into itemized prices.
18.2.3. All prices/rates Bid must be exclusive of all taxes, since UNFPA is exempt from taxes. The applicable unit of measure should be clearly indicated.
18.2.4. Submit this Financial Bid in a separate envelope/email from the rest of the Technical Bid.

19. Partial & Alternative Bids
19.1. Partial Bids are not allowed under this RFP. UNFPA reserves the right to select and accept a part or parts of any Bid.
19.2. Alternative bids are not accepted. In the event of a supplier submitting more than one bid, the following shall apply:
19.2.1. All bids marked alternative bids will be rejected and only the base bid will be evaluated.
19.2.2. All bids will be rejected if no indication is provided as to which bids are alternative bids.

20. Submission, sealing, and marking of Bids (10)
20.1. The Bid process shall be conducted through a TWO-envelope system. Interested Bidders are requested to submit their Technical Bid separately from their Financial Bid containing price information.
20.2. UNFPA provides alternative methods of Bid submission:
20.2.1. Electronic Bids may be submitted via email in accordance with the guidelines provided in clause Submission of electronic Bids (11)20.3.
20.2.2. Hard copy Bids may be delivered personally, by mail, or by courier in accordance with the guidelines provided in clause 20.4
20.2.3. Any of the above options is acceptable and only one method is required. In accordance with UNFPA’s green procurement initiative, electronic submissions are strongly encouraged.

20.3. Submission of electronic Bids (11)
20.3.1. Bidders must enter the following text in the subject line: UNFPA/EGY/RFP/19/014, Company Name, and specify “Technical Bid” or “Financial Bid”. Example below:
20.3.1.1. UNFPA/ EGY/RFP/19/014 [Company name], Technical Bid email X
20.3.1.2. UNFPA/ EGY/RFP/19/014 [Company name], Financial Bid
20.3.3. Submissions without this text in the subject line may be rejected.

20.3.2. 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.

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

20.3.4. It is recommended that the entire Bid be consolidated into as few attachments as possible, in commonly-used file formats in accordance to what has been stated in clauses 17 & 18. If the Bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. Multiple emails must be clearly identified by indicating in the subject line “email X” sequentially, and the final “email Y – final”.

20.3.5. It is the Bidder’s responsibility to ensure that Bids sent by email are received by the submission deadline. Bidders will receive an auto-reply acknowledging the receipt of each email when it is received by UNFPA’s email system. If you do not receive an auto-reply, inform Ms. Noha El Maraghy, Procurement Assistant at: elmaraghy@unfpa.org.

20.4. Submission of hard copy Bids (12)

20.4.1. Bidders must prepare one Original set of all Bid documents, In addition to the hard copy; Bidders should enclose their Bid documents in a USB 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) for the Technical Bid and Financial Bid.

20.4.2. Marking of hard copy Bids

20.4.2.1. The outer envelope must be clearly marked with:

UNITED NATIONS POPULATION FUND
Egypt Country Office
70 A Nahda St., Sarayat Maadi
Cairo, Egypt
UNFPA/EGY/RFP/19/014, Company Name
Attention: Operation Unit
TO BE OPENED ONLY BY AUTHORIZED UNFPA PERSONNEL
DO NOT OPEN BEFORE SEPTEMBER 15, 2019

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

20.4.2.3. The inner envelopes must be clearly marked with:
21. **Deadline for submission of Bid and late Bids**
   21.1. Bids must be delivered to the place, date and time specified in this RFP. If any doubt exists as to the time zone in which the Bid should be submitted, refer to [http://www.timeanddate.com/worldclock/](http://www.timeanddate.com/worldclock/), or contact the Bid focal point.
   21.2. Bids received after the submission deadline shall be declared late, rejected and the supplier informed by UNFPA accordingly. UNFPA will not be responsible for Bids that arrive late due to the courier company and any other technical issues which are not within the control of UNFPA.

22. **Modification and withdrawal of Bids**
   22.1. Bidders are expected to have sole responsibility to examine the conformity of their Bids to the requirements of the RFP, keeping in mind that material deficiency in providing information requested by UNFPA, or lack of clarity in the description of goods or services to be provided may result negatively in the evaluation process of the Bids.
   22.2. Bidders may modify, substitute or withdraw their Bid after submission, provided that written notice is received by UNFPA prior to the submission deadline.
   22.3. Any proposed modification, substitution or withdrawal must be submitted in accordance to clause 20 - Submission, sealing and marking of Bids based on the approach utilized. The respective envelope or email shall be clearly marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”. Any revision to the Bid must be received by the deadline.
   22.4. No Bid may be modified, substituted or withdrawn in the interval between the submission deadline and the expiration of the period of the Bid validity. No Bid may be modified, substituted or withdrawn after the submission deadline.

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

**E. BID OPENING AND EVALUATION**

24. **Bid opening (13)**
   24.1. UNFPA will conduct an internal Bid opening within 24 hours after the deadline date, at 14:00 Cairo Time at UNFPA CO premises: 70A Nahda St., Maadi Sarayat, Maadi, Cairo, Egypt.
   24.2. Bids will be opened by an ad-hoc panel consisting of at least two staff members (of which one may be from a different United Nations agency/fund/program) and where at least one individual has no involvement in the subsequent stages of the procurement process. There will
be separate Bid openings for Technical and Financial Bids. The Bidders’ names and submitted documents shall be announced and recorded on the Technical Bid opening report.

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

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

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

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

26. Preliminary examination of Bids (14)
26.1. Prior to the detailed evaluation, UNFPA shall examine the Bids to determine whether they are complete with respect to minimum documentation requirements, whether the documents are properly signed, whether any computational errors have been made and whether the Bids are generally in order.

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

26.3. A substantially responsive Bid conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
26.3.1. Affects in any substantial way the scope, quality, or services specified; or
26.3.2. Limits in any substantial way, inconsistent with the Bidding documents, UNFPA’s rights or the Bidders’ obligations under the LTA; or
26.3.3. If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

26.4. UNFPA considers material deviations to include, but not be limited to the following:
26.4.1. During preliminary examination of Bids
26.4.1.1. Absence of Bid form(s), change in the wording or lack of signature on key portions of the Bid form when this is clearly required. Any change in wording that is consistent with the standard format of the Bid form(s) is not a material deviation;
26.4.1.2. The Bidder indicates in the Bid that they do not accept important LTA conditions, i.e. related to Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, General Conditions of Contract and Limitation of Liability;
26.4.1.3. Non submission of non-historical documents (documents that should be specifically prepared by the Bidder in response to this RFP) by the bid submission deadline.
26.4.1.4. Non-eligibility of the Bidder;
26.4.1.5. Financial information is included in the Technical Bid.

26.4.2. During technical evaluation of Bids and qualification of Bidders:
26.4.2.1. Bids do not reach the minimum threshold on technical score.
26.4.2.2. The Bidder does not meet the minimum conditions for qualification.

26.4.3. During Financial evaluation of Bids:
26.4.3.1. The Bidder does not accept the required price correction in accordance to Section I: Instructions to Bidders, clause 27.1.3
26.4.3.2. Required price components are missing;
26.4.3.3. The Bidder offers less quantity than what is required

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

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

28. Evaluation of Bids (15)
28.1. The evaluation of the Bids will be carried out in a two-step process by an evaluation panel, with evaluation of the Technical Bid being completed prior to any Financial Bid being opened and compared.
28.2. The Financial Bid will be opened only for those Bidders, where Technical Bids reach a minimum score of 70% (49 points out of 70 points) and whom have fulfilled the supplier qualifications. The total number of points a Bidder may obtain for Technical and Financial Bids is 100 points.
28.3. Information relating to the examination, evaluation, comparison, and post-qualification of Bids and recommendation of LTA award shall not be disclosed to Bidders or any other person not officially concerned with such process until the LTA award is published.
28.4. Any effort by a Bidder to influence UNFPA in the examination, evaluation, comparison, and post-qualification of the Bids or LTA award decisions may result in the rejection of its Bid.
28.5. Notwithstanding from the time of Bid opening to the time of LTA award, if any Bidder wishes to contact UNFPA on any matter related to the Bidding process, it should do so in writing.

29. **Technical evaluation (16)**

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

### EVALUATION OF TECHNICAL PROPOSALS FOR SPORTS LOGISTICS AND EVENT MANAGEMENT SERVICES

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>MAX WEIGHT</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Organizational and Technical capacity of the company</td>
<td>14</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>History of company, its general reputation, competence and reliability</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Proven experience in delivering parallel events in different cities for UN,</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>International NGOs’, international organizations, embassies, multinational</td>
<td></td>
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<tr>
<td>organizations; references</td>
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<tr>
<td>At least 3 years previous experience in the same field at the local market</td>
<td>3</td>
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<tr>
<td>with dedicated team to facilitate/support events.</td>
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<tr>
<td>Annual report or audited financial statement, annual turnover</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Operational bank account is available</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Personnel</td>
<td>4</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Experience of managers and other personnel</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Company’s managerial capabilities staff degree in Sports Logistics and Events</td>
<td>2</td>
<td></td>
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<td></td>
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<tr>
<td>Management (CVs for both levels)</td>
<td></td>
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<tr>
<td>3. Event Management &amp; visibility materials services offered: quality and completeness</td>
<td>25</td>
<td></td>
<td></td>
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<tr>
<td>Ability to process official security clearance and campaign’s permit</td>
<td>3</td>
<td></td>
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<tr>
<td>Quality of Promotional materials</td>
<td>2</td>
<td></td>
<td></td>
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<tr>
<td>High experience in managing Sports/Youth events activities within Egypt</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>High Experience in media production and documentation Field</td>
<td>2</td>
<td></td>
<td></td>
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<tr>
<td>Innovation techniques to implement the activities and provide variety of options</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>for the design, implementation and follow up</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Ability to develop sports specific activities upon the demand of UNFPA.</td>
<td>2</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Quality of transportation services - availability of vehicles: moto-cars,</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>mini-vans and mini-buses</td>
<td></td>
<td></td>
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<tr>
<td>Capability to design the event flow and methodology</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Financial capability to meet ad hoc requests</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Positive experience on similar Programme / Projects within Egypt</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Conceptual thinking and analytical skilled coordinators for each event 2
Ability to submit English reports 1

4. Social Media & documentation 10
Video production for similar events (evidence required) 4
Photography for similar events (evidence required) 2
Social Media strategy building 2
Social Media Execution plan 2

5. Proposed approach 11
Does the proposal correspond to the TOR 4
Working hours suggested are acceptable, existence of the service/assistance beyond working hours and during weekends is available 2
Consent to refund for the undelivered service 2
Current office with all the necessary equipment and facilities (including possibility to place requests via e-mail) 1
Other value added products offered 2

6. Supplier Relations 2
Suggested regular meetings with UNFPA 2

7. Performance Evaluation and Review 4
System of quality control of the services established 2
Suggested system of notification of UNFPA if any deficiencies detected and corrective actions taken. Ability to respond to the enquiry from UNFPA within one working day 2

TOTAL POINTS RECEIVED

<table>
<thead>
<tr>
<th>max weight</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
</tr>
</thead>
<tbody>
<tr>
<td>70</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Degree to which the Terms of Reference requirements are met based on evidence included in the Bid submitted</th>
<th>Points out of 100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Significantly exceeds the requirements</td>
<td>95 – 100</td>
</tr>
<tr>
<td>Exceeds the requirements</td>
<td>85 – 94</td>
</tr>
<tr>
<td>Meets the requirements</td>
<td>70 – 84</td>
</tr>
</tbody>
</table>
### 30. Supplier qualification requirements (17)

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

<table>
<thead>
<tr>
<th>Number</th>
<th>Supplier Qualification Parameter</th>
<th>Bid is acceptable? (YES/NO)</th>
<th>Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Legal and regulatory requirements</td>
<td></td>
<td>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)</td>
</tr>
<tr>
<td>2</td>
<td>Bidder is established as a company and legally incorporated in the country</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Bidder is not a banned or suspended supplier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Financial stability and capacity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Bidder is experienced and technically capable of delivering the LTA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

### 31. Financial evaluation (18)

31.1. The Financial Bid will only be evaluated if the Technical Bid achieves the minimum score as indicated in clause 28.2 and is considered qualified through the supplier qualification process described in clause 30. Proposals failing to obtain this minimum technical threshold or those which will not be considered qualified through the supplier qualification process will not be eligible for further consideration.

31.2. The Financial Bid is evaluated on the basis of its responsiveness to the Price Schedule Form SECTION VI – ANNEX 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:

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

32. Total score (19)
32.1. The total score for each Bidder will be the weighted sum of the technical score and financial score. The maximum total score is 100 points.

\[
\text{Total Score} = [60\%] \text{ Technical Score} + [40\%] \text{ Financial Score}
\]

F. AWARD OF LONG TERM AGREEMENT AND FINAL CONSIDERATIONS

33. Award of long term agreement (LTA)
33.1. UNFPA intends to award multiple, LTA(s) to the Bidder(s) that obtains the highest combined score of the Technical and Financial evaluation.
33.2. UNFPA reserves the right to make multiple arrangements for any item(s) where, in the opinion of UNFPA, the Bid winner cannot fully meet the delivery requirements or it is deemed to be in UNFPA’s best interest to do so. Any arrangement under this condition shall be made on the basis of the highest combined scoring Bid, the second-highest, etc.

34. Rejection of Bids and annulments
34.1. UNFPA reserves the right to reject any Bid if the Bidder has previously failed to perform properly or on time in accordance with previous contracts/Purchase Orders or if the Bidder from UNFPA’s perspective is not in a position to deliver Purchase Orders that will be issued pursuant to the LTA(s).
34.2. UNFPA reserves the right to annul the RFP and reject all Bids at any time prior to award of the LTA without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information.
34.3. Bidders waive all rights to appeal against the decision made by UNFPA.

35. Right to vary requirements and to negotiate at time of award
35.1. At the time of award of the LTA and any Purchase Order(s) pursuant to the LTA UNFPA reserves the right to vary the quantity of goods and/or services specified in the RFP without any change in the hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.
35.2. UNFPA reserves the right to negotiate the price with the Bid winner before awarding the LTA to ensure that the Financial Bid is competitive on all aspects of the price.
35.2.1. The purpose of negotiations of offers selected based on the ‘cumulative analysis methodology’ is to ensure that the technical proposal is in line with requirements and that the financial proposal is competitive on all aspects of the price.
35.2.2. In the negotiations, any deficiency in the offer will be pointed out to the supplier. The supplier will be allowed to make adjustments in the proposal in order to improve and
more clearly specify the contents of the offer. However, under no circumstances shall the requirements (Terms of Reference/specifications) be changed.

36. Signing of the long term agreement (LTA)

36.1. The procurement official will send the successful Bidder(s) the LTA valid for two years with one-year extension subject to satisfactory performance, price competitiveness and availability of fund, which constitutes notification of award. Successful Bidder(s) shall sign and date the LTA, and return it to UNFPA within 10 calendar days of receipt of the LTA. To facilitate the process of signing the LTA, Bidders are expected to have reviewed the LTA template found in SECTION VII – ANNEX A: LONG TERM AGREEMENT TEMPLATE of the Bidding documents prior to submitting a Bid. After receipt of any Purchase Order(s) issued pursuant to the signed LTA, the successful Bidder shall deliver the goods and/or services in accordance with the delivery schedule outlined in the Purchase Orders.

36.2. The LTA will be established between the successful Bidder(s) and UNFPA to allow UNFPA to contract the provision of the specified goods/services. The resultant Agreement represents an offer on the part of the successful Bidder(s) to provide UNFPA with goods/services, at the prices agreed and under the Conditions of Contract detailed for the duration of the Agreement. These Agreements will not be considered as contracts, nor oblige UNFPA to any financial commitment whatsoever. Only Purchase Orders made pursuant to such Agreements will constitute a commitment on UNFPA’s part.

36.3. UNFPA reserves the right to discontinue the agreements if the supplier’s performance is not satisfactory to UNFPA.

36.4. Upon the establishment of the LTA with successful Bidder(s), the following secondary Bidding procedures will be followed each time there is a requirement for the goods and/or services (noting that UNFPA reserves the right to conduct secondary Bidding in the future through an on-line system):

36.4.1. A Request for Quotation (RFQ) will be sent to all the firms with whom an LTA has been signed for the required goods/services.

36.4.2. Bidder(s) will be required to provide their best FCA and CPT prices (for goods)/rates (for services), bearing in mind that the FCA/CPT prices (for goods)/rates (for services) cannot exceed the maximum ceiling unit prices in the LTA.

36.4.3. Bidder(s) will normally be given a maximum of two weeks to provide a quotation. Depending on the complexity of the request and the destination, more time may be given.

36.4.4. Quotations will be evaluated based on the lowest price most technically acceptable methodology. At the moment of submitting the RFP the procurement official will provide indications on the evaluation parameters.

36.4.5. UNFPA reserves the right to accept all or part of the Quote.

36.4.6. The successful Bidder(s) may be requested to quote for goods and/or services not covered by the LTA; these should be clearly identified as non-LTA items in the Quote.

36.4.7. Bidder(s) invited to a secondary Bidding that systematically fail to respond regularly to UNFPA RFQs without valid justification may not continue to be invited to submit Quotes.
37. Publication of Contract Award
37.1. UNFPA will publish the contract award on United Nations Global Marketplace with the following information: Supplier Name and Country, Description of the Goods or Services and the date of the contract.

38. Payment Provisions
38.1. UNFPA’s policy is to pay for the performance of contractual services rendered or to effect payment upon the achievement of specific milestones described in the contract.

39. Bid protest
39.1. Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a LTA may complain to the UNFPA Head of the Business Unit Dr. Aleksandar Bodiroza Egypt CO 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.

40. Documents establishing sustainability efforts of the Bidder
40.1. Currently UNFPA is requesting information on environmental and social policies and related documentation with Bids submitted by prospective suppliers. UNFPA is incorporating environmental and social criteria considerations into the evaluation process, such as adherence to Global Compact requirements (more information can be accessed here, http://www.unglobalcompact.org/, or by contacting Procurement Services Branch at procurement@unfpa.org). 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)

For the provision of
Sports Specific Campaigns Management

Duty Station: Cairo, Egypt
Duration: Two years subject to renewal

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". Approximately 61% of the population is under the age of 30, and 40% is between the ages of 10 and 29. 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. 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.

UNFPA aims to leverage the opportunities provided by the 2030 Agenda to promote reproductive health including family planning through partnerships with local actors and capitalizing on the multiple platforms that effectively engage young people. The 2030 Sustainable Development Goals and UNFPA Strategic Plan (2018-2021) is committed to investing in youth, and underscores the rights of youth in development and the need to capitalize on the potential of adolescents and youth to contribute to positive social transformation. UNFPA plans to intensify its evidence-based advocacy, policy engagement and program efforts to strengthen national commitments to prioritize, invest and empower adolescents and youth, especially adolescent girls and in this context raise awareness and gain support from all stakeholders on population growth, family planning, female genital mutilation and gender based violence.

Sports as an entry point for young people engagement especially young girls’ empowerment could be utilized as a tool in the pursuit of development gains (i.e. stabilizing the population growth) in Egypt. The diversity of sports and sporting activities (including social sport and physical recreation) make it an ideal medium to reach men and women including persons with disabilities from every age group, culture, and socio-economic background and religious beliefs.

UNFPA aims at further developing the potential of young people through advancing their overall wellbeing and expand their possibilities. As a result, sport is both a motivator for young people to adopt healthy lifestyle and a successful tool for health education and awareness raising especially among the hard-to-reach and/or vulnerable individuals and communities. In addition, among the gains of incorporating sports in development activities and especially in combating harmful practices against girls (FGM and child marriage) and GBV is the active involvement of men as both supporters and champions for the abandonment of such practices.

UNFPA Egypt is seeking a company to build on the successful “Crossing Egypt challenge” initiative that integrated innovative techniques such as sports and theatre to raise awareness on population issues.
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 and ease of sports to better influence harder-to-reach populations—especially youth.

UNFPA Egypt Country Office in cooperation with an experienced company(s) will be organizing sports specific campaigns tackling the above mentioned issues.

UNFPA Egypt Country Office is seeking to hire a company(s) to create and manage an interactive and engaging sports specific campaigns to support meeting UNFPA Egypt objectives for raising awareness on UNFPA mandate and specific reproductive health topics in Egypt targeting specific thematic areas according to UNFPA country programme implementation. This implementation will serve the Sports for Development Programme designed and implemented by UNFPA Egypt Country Office. The sports for Development Programme aims at conducting monthly activities in different governorates (The governorates upcoming this year are Sohag, Ismailia, Cairo, Damietta, Fayoum, Assiut and Beni seuf. Next year 12 rounds will be determined in September).

The programme of each activity flow is:

1. Activity 1: Capacity building activities targeting 400 young people for a period of one day.
2. Activity 2: A governorate based run is organized the following day targeting 2000 young people. Which is the company responsibility in cooperation with UNFPA Implemented partners.
3. Activity 3: A music performance follows the end of the above mentioned run in activity two (2).
4. Activity 4: Art exhibition on the UNFPA mandate and specific thematic area for the activity parallel to the above mentioned activities two (2) and three (3).
5. Activity 5: A policy dialogue is organized after the music performance is done on the same day targeting 50 people, inclusive to high level officials (governmental and international community).
6. Activity 6: Touristic visit to one of the governorate landmarks the following day to bring attention to it and make the youth proud of what they have in their governorate.

Tasks to be performed under LTA(s):

Carry out the following tasks, upon request and under the supervision of the relevant UNFPA staff:

1) **In coordination with UNFPA relevant implementing partners:**
   - To support UNFPA Egypt Country Office in the further development of the sports specific activities upon the demand of UNFPA.
   - To support the innovation techniques to implement the activities and provide variety of options for the design, implementation and follow up within the Sports for Development programme.
   - To implement the activities as per the requests of UNFPA Egypt Country Office to highlight different thematic areas related to the implementation of the Sports for Development programme.
   - To Prepare Nutrition and fitness condition programs when required.
2) **A specific sports campaign execution:**

- To provide the needed service(s) for the below activities in each event required by UNFPA Egypt Country Office for Sports for Development programme:

**a. Pre-campaigns activities (preparations):**

**I. Venue determining and event location.**
- Determine the best venue for implementation based on the suitability of the place, availability, number of attendees, the level of attendees, logistical preparation details and other preparations.
- Field visits in the required governorate to inspect and finalize the most convenient venue.
- Propose at least two convenient scenarios to pick up from them.
- Ensure issuing all required security permits when needed.
- Quality medical presence as needed and ambulance.

**II. The gathering point and venue design.**
- Determine the venue entrance, exit and allocate logistical preparations on a map/digital drawing. A 3D presentation is an asset.
- Determine the flow of the participants and avoid bottlenecks.

**III. The running route design, planning, and testing.**
- Determine the start and finish line location and present it on a map/digital drawing. A 3D presentation is an asset.
- Design the proposed route for each run.
- Field visits to inspect and finalize the routes.
- Test runs for the entire route to identify the structure, difficulty, safety ...etc.
- Submit the final route planned as a google earth document.
- Propose at least two convenient scenarios to pick up from them.
- Ensure issuing all required security permits when needed.
- Quality medical presence as needed and ambulance.

**IV. Organizers and Volunteers management** for the whole sports’ event operations management.
- Recruitment and selection of the organizers
- Recruitment and selection of the local volunteers
- Preparing a plan for tasks and allocation with the organizers and volunteers.
- Holding an orientation for the tasks and assigned roles at least one day before the event.
- Preparing volunteers uniform, snacks, caps and other requirements.
- Assessing the organizing team and volunteers to avoid working with any unprofessional or unqualified person in the following activities.
V. Logistical preparations including setup and transportation
- Production of Printings and event logistics including but not limited to the following items:
  o Provide design services for the printing materials and branding of each sports activity.
  o Production or renting wooden run start and finish gate 4mx6m.
  o Balloon gate 2 mx2.5 m
  o Production / renting 15 - 30 flags 2 mx0.8 m
  o Production / renting 15 – 30 Side banners or branded fences 2 mx0.8 m (Wooden or Metallic upon agreement.
  o Production / renting 10 - 20 Tables 1.7 mx0.7 m
  o Production / renting 10 – 20 tents 3 mx3 m
  o Production / renting 20+ Bean bags for venue seating.
  o 100+ Helium balloons (small ordinary balloons for the start)
  o Renting 4 – 8 mobile toilet units
  o Production / renting Runners’ belongings storage for the participants.
  o Production / renting Stage 4 mx6 m
  o Renting sound system fitting for an average of 2,000 pax
  o Buying/ renting LED screen 3 mx2 m
  o Mockups (price per Meter).
  o Supply an average of 3,000 small water bottles
  o Production of branded Media wall 4.5 mx3 m (price per Meter).
  o Production of branded Dedication wall for interaction 4.5m x3 m (price per Meter).
  o Renting One to Four Generators, 150-Kilo watt each.
  o Production /renting 10 - 20 Route motivational sign 0.9 mx1 m
  o Production of 500 up to 2,500 Rubber wristbands laser craved not printed.
  o Production of 500 up to 2,500 A4 Size participation certificates.
  o Printing 500 up to 2,500 Flyers.
  o Waterproof Race numbers A5 size with a tracking chip in case of having a race.
  o ‘My laps’ timing system rental in case of having a race.
  o Production of Top 3 Winners medals of both genders in case of having a race.
  o Production / renting Podium for the winners’ ceremony in case of having a race.
  o Production of Finish line ribbon in case of having a race.
  
  - Please provide the price per unit\ one item considering the above mentioned quantity.
  - Reference dimensions can vary up to 15 % Plus or minus of the mentioned dimensions.

VI. Other technical preparation as required
- UNFPA Egypt Country Office may ask for additional technical support if required.

VII. Warehouse management
- Provide the proper storage of equipment, printed materials and production items in all governorates.
VIII. Digital marketing and social media under the supervision of UNFPA Egypt Country Office Communication team, if required
- Graphic designs and event theme creation.
- Create a Facebook event.
- Logo placement on the event Cover Photo.
- Logo placement on Announcement and Map posts.
- Logo placement on other related to the activity posts.
- High quality teaser video.

IX. Media Presence and Public Relations plan in collaboration with the UNFPA communication team if required
- Participants’ invitation may be required.
- Inviting sports community influencers, sending special kits to them, posting kits on social media and reposting the event posts.
- PR and outreach plan.
- Production of promotional materials for the event.
- Preparations of visuals for each run.

X. The contracted company is fully responsible for obtaining any governmental or union’s permissions that could be required to conduct the activities and per the request of UNFPA.

XI. Administrative Personnel
- The company is required to provide all related personnel to carry all the tasks and implement the activities which will need to be added to the technical and financial proposals in details. The company should provide their Accommodation, Transportation and Allowances.

b. During specific activities execution:

XII. The event setup must be ready at least 2 hours before the event start.

XIII. Warm Up and Cool-down
- One or two qualified athletes must lead all participants in a pre-run warm up and a post-run stretching routine when requested, share running tips, important health, Inclusion for all types of participants and safety announcements.

XIV. Organizing and controlling the event
- Execution of the agreed on work plan.

XV. Organizers and Volunteers management
- Implementing the organizers and volunteers allocation plan.
- Management, supervision of the organizers and volunteers to make sure the tasks are completed as planned, everyone is following the code of ethics and representing the event in an efficient and ethical a manner.
XVI. Counting the number of attendees
Monitoring the number of participants and having at least two references.

XVII. Insuring success and smooth execution with high visibility and publicity levels with the relevant media partners

XVIII. Digital marketing and social media if required.
- Full coverage on Instagram and FB stories on the company SM platforms.
- Live coverage for the highlights of the event on the company SM platforms.
- Mentions in all the posts on all social media platforms.
- Event Photo and video coverage and documentation.

XIX. Media Presence and Public Relations plan
- Delivery of promotional materials for the event.
- The company will insure proper branding, visibility and publicity of the campaign preparation and process.
- The company will insure proper documentation and public engagement online and offline throughout the campaign period.

c. After activities follow up and coverage:

XX. Digital marketing and social media
- Branding on all pictures and material published on the FB page after the event.
- Thank you post for partners.

XXI. Handing all documentation materials (Visual, audio, print …etc.) to UNFPA no later than a 10 days after each event.

XXII. Quick Reporting on the event number of participants and highlights.

Technical proposal requirements:
1. Narrative word document explaining the proposed campaign concept and vision, along with the detailed proposed activities and events.
2. Operational plan with realistic time table.
3. List of key figures or celebrities the company can get to be part of the events.
4. List of the proposed venues for the events.
5. Time to notify before any event and timeline for execution.

Target group:
Egyptian young people (age 16 - 29 years old) from All governorates in Egypt.

Areas of performance:
The sports activities will be conducted in all governorates in Egypt for the years 2019/2020. All the above will be submitted to pricing list for all governorates in Egypt.
Coordination and reporting:
The company will be contracted by UNFPA Egypt CO and will report to UNFPA Sports for Development Programme team or with the relevant UNFPA staff.

Company Requirements:
- Solid experience in handling “events management services” for UN and/or international organizations and/or government agencies.
- Proven experience in delivering parallel events for UN or International NGOs’ in different cities; international organizations, embassies and multinational organizations
- Experience in delivering mega youth events
- Sound understanding and knowledge of the organization mandates and UNFPA’s experiences in this field.
- Delivered similar services satisfactorily to UN or International NGOs' in different cities; international organizations, embassies and multinational organizations during the last three years, with no negative performance reports is an asset.
- Specific experience and expertise relevant to the assignment.
- “Out-of-the-box” – thinking in order to tackle the challenges.
- Conceptual thinking and analytical skills.
- Design the event flow and methodology and provide virtual follow-up support to the participants.
- Ability to handle multutasks under stress to meet timeliness/challenges of the Implementation Plan.
- Ability to submit English reports (whenever requested) for each event.
- Financial capability to meet ad hoc requests is an asset (Data to support that the Bidder has capacity to perform the LTA/Purchase Orders that will be issued pursuant to the LTA and complete the deliverables within the stipulated delivery period)

SECTION II – ANNEX A: INSTRUCTIONS FOR PREPARING TECHNICAL BID

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

1. Brief description of the firm and the firm’s qualifications: providing information that will facilitate our evaluation of your firm/institution’s substantive reliability, such as catalogues of the firm, and financial and managerial capacity to provide the services.

2. Your firms’ understanding of the requirements for services and the objective of this project, including assumptions: Include any assumptions as well as comments on the data, support services and facilities to be provided as indicated in the TOR or as you may otherwise believe to be necessary.

3. Proposed Approach, Methodology, Timing and Outputs: any comments or suggestions on the TOR, as well as your detailed description of the manner in which your firm/institution would respond to the TOR. You should include the number of person hours/days in each specialization that you consider necessary to carry out all work required.
4. Proposed Team Structure: The composition of the team that you would propose to provide to the assignment, and the work tasks (including supervisory) which would be assigned to each. An organogram/organization chart illustrating the reporting lines, together with a description of such organization of the team structure should support your Bid.

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

6. Detailed description of your proposed deliverables.

7. Detailed project plan (Gantt chart) showing the required resources and support from your firm as well as from UNFPA.

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

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

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

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

12. Copies of current certificates such as GMP/quality, FSC/CPP, manufacturer’s ISO certificate for any product, manufacturer’s CE certificate, USA 510k, Japan QS standard, etc. as and if applicable

13. All standard forms as explained under clause Section I: Instructions to Bidders, clause 17.1

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

SECTION II – ANNEX B: SPEND ANALYSIS AND DEMAND FORECAST

(22)

- Not Applicable
SECTION III: GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS FOR CONTRACTS FOR THE
PROVISION OF SERVICES

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 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 subcontractors 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

5.2.2 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.

5.3 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:

5.1.1 Procure for UNFPA the unrestricted right to continue using such goods or services provided to UNFPA;
5.1.2 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,
5.1.3 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 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 a 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

UNFPA/EGY/19/014-Request for Proposal/RFP/ RFP for LTA
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 unfabricated 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.

UNFPA/EGY/19/014-Request for Proposal/RFP/ RFP for LTA
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 full and timely cooperation with 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 subsidiaries 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 personnel 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

### (24)

<table>
<thead>
<tr>
<th><strong>LTA RATES</strong></th>
<th>The rates charged for the services performed shall not be adjustable.</th>
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<tbody>
<tr>
<td><strong>GOODS AND SERVICES DEFINED</strong></td>
<td>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.</td>
</tr>
</tbody>
</table>
| **KEY PERFORMANCE INDICATORS** | Successful Bidder’s performance will be monitored and evaluated by UNFPA on a yearly basis to enable the assessment on the effectiveness, efficiency and/or consistency of goods/services provided. The results of the evaluation will be communicated to the supplier to enable improvements. An extension of the contract will take into consideration results of performance evaluation(s). The evaluation will be based on, but not limited to, the following key performance indicators: Services:  
  - Expected output achieved  
  - Satisfactory level of quality and technical competence  
  - Effective and timely communication and professionalism  
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.

**REPORTING**

In addition of any already described condition, for contracts with an annual value greater than USD 200,000, suppliers must provide annual internal control attestation reports prepared by independent auditors based on recognized standards, such as the International Standard on Assurance Engagements (ISAE) 3402, Assurance Reports on Controls at a Service Organization, or the Statement on Standards for Attestation Engagements (SSAE) 16, Reporting on Controls at a Service Organization, to give UNFPA reasonable assurance on the adequacy of the design and operating effectiveness of the controls in place over the services provided to UNFPA. If the services provided to UNFPA are in turn subcontracted by the service provider, attestation reports should also be obtained for the concerned subcontractors.
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)
   2.2. In the case of a Bidder not doing business within the country of destination, the Bidder is or will be represented by an agent in the country that is equipped and able to carry out the supplier’s maintenance, training, repair and spare parts-stocking obligations prescribed in the SECTION I: INSTRUCTIONS TO BIDDERS and
   2.3.

3. Bidder’s eligibility
   3.1. Technical Proposals from the Bidders should provide written confirmation that they are not listed in any of the banned/suspended supplier lists. (SECTION VI – ANNEX A: BID 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/19/014

   ☐  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 _______________________

3.2. SECTION VI – ANNEX B: BID SUBMISSION FORM)

3.2.1. suspended by United Nations Organizations and listed in the UNGM Ineligible Vendor List tool (www.ungm.org);
3.2.2. appearing on the ineligibility list, as defined in the UNFPA Policy for Vendor Review and Sanctions;
3.2.3. have been sanctioned or temporarily suspended by the UNFPA Chief Procurement Official in accordance with the UNFPA Policy for Vendor Review and Sanctions;
3.2.4. included on the ineligibility lists established by the United Nations Security Council resolutions (see https://www.un.org/securitycouncil/content/un-sc-consolidated-list);
3.2.5. included on the World Bank’s listing of ineligible firms.

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.

<table>
<thead>
<tr>
<th>Debt ratio</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>............</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 LTA/Purchase Orders that will be issued pursuant to the LTA and complete the deliverables within the stipulated delivery period
Below find an overview of the attached Bidding and returnable forms required for the RFP.

<table>
<thead>
<tr>
<th>Description</th>
<th>Status</th>
<th>Preferred file for submission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annex A: Bid Confirmation Form</td>
<td>Mandatory</td>
<td>PDF</td>
</tr>
<tr>
<td>Annex B: Bid Submission Form</td>
<td>Mandatory</td>
<td>PDF</td>
</tr>
<tr>
<td>Annex C: Bidder Identification Form</td>
<td>Mandatory</td>
<td>PDF</td>
</tr>
<tr>
<td>Annex D: Bidder’s Previous Experience</td>
<td>Mandatory</td>
<td>PDF</td>
</tr>
<tr>
<td>Annex E: Price Schedule Form</td>
<td>Mandatory</td>
<td>PDF &amp; Excel</td>
</tr>
<tr>
<td>Annex F: Joint Venture Partner Information Form</td>
<td>Optional</td>
<td>PDF</td>
</tr>
<tr>
<td>Annex G: Checklist of Bid Forms</td>
<td>Not Applicable</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>
SECTION VI – ANNEX A: BID CONFIRMATION FORM
[Complete this page and return it prior to bid opening]

<table>
<thead>
<tr>
<th>To: UNFPA Egypt Country Office</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms. Noha El Maraghy</td>
<td>Email: <a href="mailto:elmaraghy@unfpa.org">elmaraghy@unfpa.org</a></td>
</tr>
</tbody>
</table>

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/19/014

☐ 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:

<table>
<thead>
<tr>
<th>Name:</th>
<th>E-mail:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Post Title:</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

UNFPA/EGY/19/014-Request for Proposal/RFP/ RFP for LTA
SECTION VI – ANNEX B: BID SUBMISSION FORM

Date: [Insert Month, Day, Year]

To: UNFPA
70 A Nahda St., Sarayat Maadi
Maadi, Cairo, Egypt

Dear Sir/Madam,

The undersigned, having read the original RFP documents of UNFPA/EGY/RFP/19/014 including all Annexes, any subsequent revisions and all answers to the questions received from prospective Bidders posted on United Nations Global Marketplace in full before submitting, hereby offers to provide the services, in accordance with any specifications stated and subject to the terms and conditions set out or specified in the RFP documents.

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

<table>
<thead>
<tr>
<th>Original term/condition per RFP UNFPA/EGY/RFP/19/014 and the subsequent revisions</th>
<th>Proposed deviation (alternate clause), by the undersigned</th>
<th>Reason for proposing alternate clause</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 LTA within the time frame that will be stipulated in the Purchase Orders.

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 LTA are concluded and a purchase order(s) are made pursuant to such LTA(s).

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.

<table>
<thead>
<tr>
<th></th>
<th>On behalf of Business Authority</th>
<th>On behalf of Legal Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of Company:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

UNFPA/EGY/19/014-Request for Proposal/RFP/ RFP for LTA
# SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM

UNFPA/EGY/RFP/19/014,

## 1. Organizational Information

<table>
<thead>
<tr>
<th>Company/Institution Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address, City, Country</td>
<td></td>
</tr>
<tr>
<td>Telephone/FAX</td>
<td></td>
</tr>
<tr>
<td>Website</td>
<td></td>
</tr>
<tr>
<td>Date of establishment</td>
<td></td>
</tr>
</tbody>
</table>

**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

<table>
<thead>
<tr>
<th>International Quality Management System (QMS)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>List of other ISO certificates or equivalent certificates</td>
<td></td>
</tr>
<tr>
<td>Presence and characteristics of in-house quality control laboratory (if relevant to Bid)</td>
<td></td>
</tr>
</tbody>
</table>

## 3. Expertise of Staff

<table>
<thead>
<tr>
<th>Total number of staff</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of staff involved in similar supply LTAs</td>
<td></td>
</tr>
</tbody>
</table>

UNFPA/EGY/19/014-Request for Proposal/RFP/ RFP for LTA
4. Contact details of persons that UNFPA may contact for requests for clarification during Bid evaluation

<table>
<thead>
<tr>
<th>Name/Surname</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Number (direct)</td>
<td></td>
</tr>
<tr>
<td>Email address (direct)</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Order No. &amp; Date</th>
<th>Description¹</th>
<th>Client</th>
<th>Contact person, phone number, email address</th>
<th>Date of service From</th>
<th>Date of service To</th>
<th>Contract Amount (Currency)</th>
<th>Satisfactory completion</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Signature and stamp of the Bidder:</th>
<th>Countersigned by and stamp of Chartered Accountant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and title:</td>
<td>Name and title:</td>
</tr>
<tr>
<td>Name of Company:</td>
<td>Name of Company:</td>
</tr>
<tr>
<td>Telephone:</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Email:</td>
<td>Email:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

¹ Please indicate relevant contracts to the one requested in the RFP.
SECTION VI – ANNEX E: PRICE SCHEDULE FORM

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

1. Submit this document in a separate email from the Technical Bid as indicated in Section I: Instructions to Bidders clause 20 Submission, sealing, and marking of Bids and in Annex I Instructions to Bidders.

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

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

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Venue determining and event location.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The gathering point and venue design.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The running route design, planning, and testing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organizers and Volunteers management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Logistical preparations including setup and transportation:</td>
<td>Production rate</td>
<td>Daily Renting Rate</td>
</tr>
<tr>
<td>Design services for the printing materials and branding of each sports activity.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wooden run start and finish gate 4mx6m.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balloon gate 2 mx2.5 m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>flags 2 mx0.8 m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Side banners or branded fences 2 mx0.8 m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tables 1.7 mx0.7 m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tents 3 mx3 m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bean bags for venue seating</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Helium balloons</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobile toilet units</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Runners’ belongings storage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stage 4 mx6 m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sound system fitting for an average of 2,000 pax</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LED screen 3 mx2 m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mockups</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Small bottles Mineral Water</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Branded Media wall 4.5 mx3 m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Cost</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td>Branded Dedication wall 4.5m x 3 m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Generators, 150-Kilo watt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Route motivational sign 0.9 mx1 m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rubber wristbands laser craved</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A4 Size participation certificates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flyers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waterproof Race numbers A5 size with a tracking chip</td>
<td></td>
<td></td>
</tr>
<tr>
<td>‘My laps’ timing system</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Top 3 Winners medals of both genders</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acrylic Podium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finish line ribbon</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warehouse</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Digital marketing and social media</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graphic designs and event theme creation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Create a Facebook event.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Logo placement on the event Cover Photo.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Logo placement on Announcement and Map posts.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Logo placement on other related to the activity posts.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>High quality teaser video</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Media Presence and Public Relations plan</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Participants’ invitation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inviting sports community influencers, sending special kits to them, posting kits on social media and reposting the event posts.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PR and outreach plan.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Production of promotional materials for the event.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preparations of visuals for each run.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Governmental, security or union’s permissions</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Management Fees (Applicable whenever handling complete event)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 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/19/014

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

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>LOCATION</th>
<th>YES/NO/N/A</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Have you read and understood all of the Instructions to Bidders in Section I of the Bidding documents?</td>
<td>SECTION I: INSTRUCTIONS TO BIDDERS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you reviewed and agreed to the UNFPA General Conditions of Contracts?</td>
<td>SECTION III: GENERAL CONDITIONS OF CONTRACT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you reviewed and agreed to the UNFPA Special Conditions for Contracts?</td>
<td>SECTION IV: UNFPA SPECIAL CONDITIONS OF CONTRACT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you completed the Bid Submission Form?</td>
<td>SECTION VI – ANNEX B: BID SUBMISSION FORM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you completed the Bidder’s Identification Form?</td>
<td>SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you completed the Bidder’s Previous Experience Form?</td>
<td>SECTION VI – ANNEX D: BIDDER’S PREVIOUS EXPERIENCE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you completed and signed the Price Schedule Form?</td>
<td>SECTION VI – ANNEX E: PRICE SCHEDULE FORM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you provided written confirmation that your company is neither suspended by the United</td>
<td>Error! Not a valid bookmark self-reference.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you reviewed all of the relevant Contract form(s)?</td>
<td>SECTION VII: CONTRACTUAL FORMS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you prepared a copy of your company’s registration in the country of operation?</td>
<td>SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you prepared a copy of the previous year’s audited Company Balance Sheet and Financial Statements?</td>
<td>Section I: Instructions to Bidders, clause 11 &amp; SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you provided written confirmation that your company is neither suspended by the United</td>
<td>&amp; Section I: Instructions to Bidders clause 2.4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Reference</td>
<td></td>
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<td>------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------</td>
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<tr>
<td>Have you provided a copy of any of your company's environmental or social policies, and any related documentation?</td>
<td>Section I: Instructions to Bidders, clause 39.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you reviewed the UN Global Compact requirements?</td>
<td>Section I: Instructions to Bidders, clause 39.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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)?</td>
<td>Section I: Instructions to Bidders, clause 20.3 &amp; 20.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If submitted electronically through email, is the file size of the Bid less than 8MB? (If the file size is above 20 MB, refer to Instructions to Bidders clause 20.3.3)</td>
<td>Section I: Instructions to Bidders, clause 20.3.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you noted the Bid closing deadline?</td>
<td>Invitation letter Number 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you provided information on Supplier Qualification Requirements?</td>
<td>SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS &amp; SECTION VI – ANNEX B: BID SUBMISSION FORM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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?</td>
<td>SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you provided contact details of commercial banks and names of contact persons from whom UNFPA can seek feedback?</td>
<td>SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you provided sufficient documentation of your company’s ability to undertake the LTA, i.e.,</td>
<td>SECTION VI – ANNEX D: BIDDER’S PREVIOUS EXPERIENCE &amp; SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS</td>
<td></td>
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<tr>
<td>---------------------------------------------------------------</td>
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<tr>
<td>- List of similar contracts/LTAs executed for other clients including contact details.</td>
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<tr>
<td>- Evidence that the Bidder possesses experience in the geographical area.</td>
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<tr>
<td>- At least three years of experience in performing similar contracts/Long Terms Agreements</td>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Have you provided sufficient documentation of your company’s managerial capability?</th>
<th>SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Details of company’s managerial structure.</td>
<td></td>
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<tr>
<td>- Quality assurance systems in place.</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Have you supplied clients’ certificates in support of the satisfactory operation of the goods/services as specified above?</th>
<th>SECTION VI – ANNEX D: BIDDER’S PREVIOUS EXPERIENCE</th>
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</table>

<table>
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<tr>
<th>Have you checked Section I: Instructions to Bidders, clauses, 17 &amp; 18 and provided all requested documentation in the correct formats?</th>
<th>Section I: Instructions to Bidders, clauses 17 &amp; 18</th>
</tr>
</thead>
</table>
## SECTION VII: CONTRACTUAL FORMS

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Status</th>
<th>Preferred file for submission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annex A: Long Term Agreement Template</td>
<td>Mandatory</td>
<td>PDF</td>
</tr>
<tr>
<td>Annex B: Bank Guarantee for Advance Payment</td>
<td>Not Applicable</td>
<td>PDF</td>
</tr>
<tr>
<td>Annex C: Performance Security</td>
<td>Not Applicable</td>
<td>PDF</td>
</tr>
</tbody>
</table>
THE UNITED NATIONS POPULATION FUND (UNFPA)
605 Third Avenue
New York, NY 10158, USA
Fax: +1 212 297 4916

Wishes to enter into a Long Term Agreement

With

VENDOR
VENDOR’S ADDRESS
PHONE – FAX NUMBER
E-mail ADDRESS

for the direct ordering of

DETAILS OF THE PRODUCT AND OR SERVICES TO BE DELIVERED UNDER THE LTA

As stipulated in the attached document

<table>
<thead>
<tr>
<th>UNFPA GENERAL TERMS AND CONDITIONS FOR CONTRACTS: PROVISION OF GOODS AND/OR SERVICES (ANNEX 1) &amp; TERMS OF REFERENCE (ANNEX 2) ATTACHED APPLY.</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Number: No.</td>
<td>……………………………………………….</td>
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<tr>
<td>QUERIES TO: NAME FOCAL POINT UNFPA EMAIL ADDRESS</td>
<td>……………………………………………….</td>
</tr>
<tr>
<td></td>
<td>Mr. Eric Dupont, Chief Procurement Services Branch, UNFPA</td>
</tr>
</tbody>
</table>

Signature

………………………………………………………
NAME, POSITION, VENDOR
# Table of Contents

**CONSULTANT SERVICES** .................................................................................................................. Error! Bookmark not defined.

1. **OBJECTIVE** ................................................................................................................................. 5
2. **GENERAL PROVISIONS** .............................................................................................................. 5
3. **VALIDITY OF THE AGREEMENT** ............................................................................................... 6
4. **DELIVERABLES OF THIS AGREEMENT** .................................................................................... 6
5. **AGREEMENT DOCUMENTS** ....................................................................................................... 6
6. **PRICES AND DISCOUNTS** .......................................................................................................... 6
7. **RECEIPT AND CONFIRMATION OF PURCHASE ORDERS** .................................................. 7
8. **QUALITY OF GOODS AND SERVICES** ....................................................................................... 7
9. **FULL RIGHT TO USE AND SELL** ............................................................................................... 8
10. **PAYMENT AND INVOICING** ..................................................................................................... 8
11. **CONTACT DETAILS** ................................................................................................................... 8
12. **CONTACT DETAILS OF SUPPLIER** ...................................................................................... 8
13. **SUPPLIER'S PERFORMANCE EVALUATION** ........................................................................ 9
14. **UNETHICAL BEHAVIOUR** ....................................................................................................... 9
15. **CORRUPT AND FRAUDULENT PRACTICES** .......................................................................... 9
16. **TRANSPARENCY** .................................................................................................................... 10
17. **UNFPA ENVIRONMENTAL GOALS** ....................................................................................... 10
18. **ZERO TOLERANCE POLICY ON GIFTS AND HOSPITALITY** ........................................... 10
19. **VENDOR ELIGIBILITY** ............................................................................................................ 10
20. **BID PROTEST** ............................................................................................................................ 11
21. **SHARING OF AGREEMENT AMONG UN AGENCIES** .......................................................... 11
22. **PUBLISHING PURCHASE ORDER AWARD INFORMATION** ................................................ 11

**ANNEX 1: GENERAL TERMS AND CONDITIONS FOR CONTRACTS: PROVISION OF GOODS AND/OR SERVICES** ............................................................................................................................................................................................................................................................................................................. 12

**ANNEX 2: TERMS OF REFERENCE (TOR)** ....................................................................................... 12
Long Term Agreement No. YY/No. – VENDOR’S NAME

<table>
<thead>
<tr>
<th>Consultant Profile</th>
<th>On - site Daily Cost (Currency)</th>
<th>Off - Site Daily Cost (Currency)</th>
<th>Lead Time (Weeks)</th>
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<tbody>
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PRODUCTS [DELETE IF NOT RELEVANT]

Long Term Agreement No. YY/NO. – VENDOR’S NAME

<table>
<thead>
<tr>
<th>Atlas Item ID</th>
<th>Description</th>
<th>Sales UoM</th>
<th>Primary UoM</th>
<th>Unit Price (currency)</th>
<th>Min./Mult. Quantity per Primary UoM</th>
<th>Volume Discount (per order/ per Primary UoM)</th>
<th>LTA Lead Time FCA (weeks)</th>
<th>Shelf Life (months)</th>
<th>Country of Origin</th>
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</tbody>
</table>

Validity: From DD/MM/YYYY To DD/MM/YYYY
Delivery Terms: FCA location of departure
Payment Currency: CURRENCY
Payment Terms: Net 30 days
1. OBJECTIVE

This non-exclusive Long Term Agreement (hereinafter referred to as “the Agreement”) is established between UNFPA and [NAME OF SUPPLIER] (hereinafter referred to as “the Supplier”), to enable UNFPA to purchase [DESCRIBE THE PRODUCT OR SERVICE] (hereinafter referred to as “the Goods”) as and when required for all its regular programmes as well as for programmes that may be funded by other institutions.

The Supplier is NOT authorized to deliver any goods and services other than those specified under this Agreement. Requests for different goods and services shall come either through another Long Term Agreement or through formal methods of solicitation.

2. GENERAL PROVISIONS

This Agreement represents an offer on the part of the Supplier to provide UNFPA with the services, prices and delivery time agreed under the Terms and Conditions detailed herein for the duration of the Agreement. It does not represent a contract in itself, nor obliges UNFPA to any financial commitment whatsoever. Only Purchase Orders made pursuant to this Agreement and only for the services stipulated herein will constitute a commitment on UNFPA’s part.

The Parties agree that the provision of services to UNFPA under this Agreement is strictly on a non-exclusive basis. UNFPA will not be committed to purchase any quantity of the goods stated in the Agreement. UNFPA shall not be liable for any cost in the event that no purchases are made under the Agreement. Accordingly, the Parties agree that UNFPA may reserve the right, at its sole discretion, to purchase or otherwise obtain the goods and services of the same or substantially similar nature as those described herein from any source other than the Supplier at any time during the term of the Agreement. Accordingly, the Parties acknowledge and agree that UNFPA is not legally liable to the Supplier under this Agreement, and UNFPA’s liability only arises out of Purchase Orders made pursuant to this Agreement.

UNFPA’s liability shall be limited to the Purchase Order only for the goods and services stipulated therein and no increase in the total liability of UNFPA or in the price of the supplies will be authorized or paid to the Supplier unless such increases have been approved by UNFPA prior to the delivery of services.

Purchase Orders will incorporate by reference to all of the Terms and Conditions of this Agreement including UNFPA’s General Terms and Conditions hereto attached and forming a part of this Agreement.

UNFPA is not obligated to purchase any minimum service quantity under this Agreement.

Any change to the terms and conditions detailed herein shall receive prior authorization from UNFPA and changes shall be documented in a written amendment to this Agreement.

Any items which are shipped not in accordance to this Agreement or the Purchase Order(s) issued and without prior knowledge and acceptance of UNFPA, these products shall have to be replaced, including freight and re-inspection cost applicable, as well as the product re-call and destruction from destination at the Supplier’s cost.

Should there be any technical re-evaluation of the products required, the Supplier may be requested to pay the technical re-evaluation cost.

The Parties shall endeavor to execute this Agreement in a spirit of mutual co-operation.

UNFPA/EGY/19/014-Request for Proposal/RFP/ RFP for LTA
3. VALIDITY OF THE AGREEMENT

This Agreement shall commence on [DD/MM/YYYY].

This Agreement shall be valid for a period of [NUMBER OF YEARS] effective from commencement date [DD/MM/YYYY] and may be extended for up to one additional year subject to the Supplier’s satisfactory performance and competitiveness of prices. This shall be agreed upon by both parties in writing at least 30 days before the expiration of the Agreement. [PLEASE SELECT AND DELETE AS APPROPRIATE]

UNFPA reserves the right to discontinue this Agreement if the Supplier’s performance is not satisfactory to UNFPA.

4. DELIVERABLES OF THIS AGREEMENT

[PLEASE DESCRIBE THE PRODUCT/SERVICES OF THIS CONTRACT, DELETE IF NOT RELEVANT]

5. AGREEMENT DOCUMENTS

The standard UNFPA General Terms and Conditions for Contracts shall apply to this Agreement, and to subsequent Purchase Orders placed in accordance with the terms stated herein.

The Supplier and UNFPA agree to be bound by the provisions of this Agreement, as well as the following documents, which are incorporated in Annexes:

- Annex I – UNFPA General Terms and Conditions for Contracts: Contracts for the provision of goods and/or services.
- Annex II – [ref. INDICATE BIDDING DOCUMENT NUMBER]
- Annex III – LTA Item List and Prices
- Annex IV – UN Exchange Rate for January 2012
- The Supplier’s bid submission to [ref. INDICATE BIDDING DOCUMENT NUMBER], incorporated herein by this reference
- [Any other attachments to be mentioned here as appropriate]

This Agreement and its Annexes constitute the entire understanding between and by the Parties concerning the subject matter of the Agreement and supersedes all contemporaneous or prior representations, negotiations and understandings.

6. PRICES AND DISCOUNTS

All prices are in Egyptian Pounds only. The Supplier shall hold the prices fixed throughout the entire term of this Agreement, including any extension period. Any adjustment or revision shall be agreed by both parties.

All prices under this Agreement are quoted [FCA NAME OF SEAPORT/AIRPORT, CITY, COUNTRY] INCOTERMS 2010 (export packing for air/sea freight included). [DELETE AS APPROPRIATE]

Changes to the LTA prices and general discount shall only be made upon agreement and based on written amendment signed by both parties.
The Supplier shall be responsible to apply to the Purchase Orders raised under this Agreement any special offer or discounts (if applicable) which may become effective after the placement of the order and until the delivery is complete. Such discounts shall be reflected in the corresponding invoices. Failure to do so may result in the termination of the Agreement.

By signing this Agreement, the Supplier undertakes not to provide the same [goods/services, DELETE AS APPROPRIATE] under similar circumstances to other customers at a price lower than that offered to UNFPA and stated in this Agreement. Should the Supplier do so, UNFPA will then be offered the new lower price.

In the event of any advantageous technical changes and/or downward pricing of the goods/services during the duration of this Agreement, the Supplier shall notify UNFPA immediately. UNFPA will then consider the impact of any such event and may request an amendment to the Agreement.

In order to mitigate financial risks, should the USD appreciate by more than 10% against the Supplier’s preferred currency for more than six months, the Supplier will be requested, during the course of the LTA, to adjust its USD price downward and use, for that purpose, the UN exchange rate. Similarly, should the USD depreciate by more than 10% against the Supplier’s preferred currency for more than six months, the Supplier will be permitted to adjust its USD price upward by applying the UN exchange rate. To obtain the monthly UN exchange rate, click this link: https://treasury.un.org/operationalrates/OperationalRates.aspx [This clause is included only in the event that the USD is not the Supplier’s preferred currency and this information has been made clear in the respective bid –DELETE AS APPROPRIATE]

7. RECEIPT AND CONFIRMATION OF PURCHASE ORDERS

The Supplier shall acknowledge receipt and acceptance of the UNFPA Purchase Order within three (3) business days (for non-emergency orders) from the receipt of the UNFPA Purchase Order by acknowledgement of receipt of Purchase Order to UNFPA Buyer (via email, fax or letter).

8. QUALITY OF GOODS AND SERVICES

The Supplier is to provide [DESCRIBE THE PRODUCT/SERVICES] as contained in this Agreement complying with the quality standards and by manufacturers approved under [BID REF UNFPA/CPH/YY/XXX] as listed in this Agreement. Goods and services supplied from different sources of supply other than from the approved manufacturers must first be approved in writing by the UNFPA QA Team for technical clearance. [DELETE IF NOT RELEVANT].

The Supplier shall inform UNFPA of the renewal of every ISO and GMP certificate of the approved manufacturers during the entire term of the Agreement, including any extension period.

The Supplier shall ensure that the Goods supplied are recently produced with a minimum shelf life of 75% remaining at time of delivery to consignee [DELETE IF NOT RELEVANT].

Any Goods or Services delivered to UNFPA that do not meet the specifications outlined in this Agreement or Purchase Order shall be replaced promptly by the Supplier inclusive of all inland or air/sea freights and any destruction costs at no charge to UNFPA. [DELETE IF NOT RELEVANT]

In the event that the Supplier decides to discontinue the manufacture of any Goods covered under this Agreement, or to change its production lines or products, the Supplier shall provide
9. FULL RIGHT TO USE AND SELL

The Supplier warrants that it has not and shall not enter into any agreement or arrangement that restraints or restricts UNFPA or the recipient country Government’s rights to use, sell, dispose of or otherwise deal with any item that may be acquired under any Purchase Orders raised under this Agreement. [DELETE IF NOT RELEVANT]

The supplier holds UNFPA harmless and indemnifies UNFPA for all costs that may arise as a result of any third party claim to the rights associated to the manufacturing, registration, sale or distribution of the products supplied under the aforementioned order. [DELETE IF NOT RELEVANT]

10. PAYMENT AND INVOICING

In order for UNFPA to process payment, the invoice must clearly indicate the relevant Purchase Order Number, the FCA prices of each Purchase Order item number and the actual freight cost to the final destination (unless the actual freight cost is higher than the Supplier’s freight quotation). [DELETE IF NOT RELEVANT]

The payment of invoices under this Agreement will be made by UNFPA as per the defined payment terms subject to UNFPA receiving both the final invoice and all other relevant documentation specified in the section ‘Customs and Shipping Documents’. These documents should be sent digitally to UNFPA immediately following delivery of the item(s). Failure to submit these documents in a timely manner to UNFPA may result in payment delays to the Supplier. [DELETE IF NOT RELEVANT]

11. CONTACT DETAILS

All invoices and the required documentation shall be sent to following contacts as per above guidelines:

- UNFPA Egypt Country Office

  UNITED NATIONS POPULATION FUND
  70 A Nahda St., Maady Sarayat
  Cairo, Egypt
  ATTN: PROCUREMENT, UNFPA

Please note the following must be mentioned in ALL correspondences and invoices sent to UNFPA:

1) PO number
2) Name of Buyer

12. CONTACT DETAILS OF SUPPLIER

The contact personnel of the Supplier in relation to this Agreement are as follows:
13. SUPPLIER’S PERFORMANCE EVALUATION

Under this Agreement, the Supplier’s performance will be monitored and evaluated by UNFPA on half-yearly basis in order to enable the assessment on the effectiveness, efficiency and/or consistency of services provided. The results of the evaluation will be communicated to the Supplier in order to enable the improvements of services. The extension of this Agreement for a maximum of one additional term of one (1) year will take into consideration the results of the performance evaluation. The evaluation will be based but not limited to the following Key Performance Indicators:

- Supplier’s responsiveness to the Buyer’s RFQ.
- Supplier’s responsiveness during the issuance of the Purchase Order.
- Supplier’s product quality performance.
- Supplier’s document performance.
- Supplier’s invoice performance.
- Supplier’s resolution performance – complaints.

Key Performance Indicators may be modified and/or added during the validity of this Agreement.

14. UNETHICAL BEHAVIOUR

UNFPA strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNFPA Suppliers. Accordingly, any registered company that is found to have undertaken unethical, unprofessional or fraudulent activities, as defined in Clause 24, will be suspended or forbidden to continue business relations with UNFPA.

15. CORRUPT AND FRAUDULENT PRACTICES

UNFPA requires that all Suppliers observe the highest standard of ethics during procurement and execution of work. Pursuant to this policy, UNFPA defines the terms set forth as follows:

(a) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution of a contract;

(b) Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition.
16. TRANSPARENCY

Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the UNFPA Division for Oversight 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.

17. UNFPA ENVIRONMENTAL GOALS

Currently UNFPA is requesting information on environmental policies and other environmental documentation in bids submitted by prospective vendors. In the long run it is UNFPA’s intention to incorporate environmental and social criteria considerations into the evaluation process. It is also UNFPA’s intention over the long-term to request all suppliers to adhere to Global Compact requirements. Therefore, suppliers should begin to research and subscribe to this agreement. For more information or assistance with signing up for the Global Compact, please contact PSB at procurement@unfpa.org.

18. ZERO TOLERANCE POLICY ON GIFTS AND HOSPITALITY

UNFPA has adopted a zero tolerance policy on gifts and hospitality. In view of this UNFPA personnel is prohibited from accepting any gift, even of a nominal value, including drinks, meals, food products, hospitality, calendars, stationery, transportation, recreational trips to sporting or cultural events, theme parks or offers of holidays, or any other forms of benefits. The Supplier shall not offer any forms of gifts, hospitality or benefits to UNFPA personnel.

19. VENDOR ELIGIBILITY

During the validity of this Agreement, the Supplier shall inform UNFPA immediately, by written notice to procurement@unfpa.org, if it is debarred by the World Bank or suspended by any UN organization. Failure to fulfill this requirement will be considered as a breach of agreement and UNFPA reserves the rights to consider invalid any purchase orders issued during a suspension/debarment period.

The Supplier agrees to undertake all reasonable efforts to ensure that none of the UNFPA funds received under this Agreement are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNFPA hereunder do not appear on the list stated below.

Suppliers falling in any of the following categories are ineligible for the award of UNFPA business:

(1) Vendors suspended or removed by the United Nations Procurement Division:
UNFPA subscribes to the suspended or removed vendor list of the United Nations Procurement Division. Vendors that have been suspended or removed by the United Nations Procurement Division are ineligible to do business with UNFPA.

(2) Vendors declared ineligible by other organizations of the United Nations:
UNFPA adheres to decisions made by other organizations of the United Nations on the ineligibility of vendors for business with that organization of the United Nations if such ineligibility has been disclosed in UNGM. Vendors that have been declared ineligible for business by another organization of the United Nations are ineligible to do business with UNFPA.

(3) 1267 list:
Persons or entities included on the list of individuals and entities associated with Al-Qaida and/or the Taliban, which is maintained pursuant to United Nations Security Council resolution 1267, are ineligible to do business with UNFPA. No exceptions are permitted.

(4) World Bank listing of ineligible vendors:
UNFPA may conduct procurement activities with funds granted by the International Development Association or by the International Bank for Reconstruction and Development. In such cases, a Memorandum of Understanding must be signed by UNFPA and the recipient Country. The standard Memorandum of Understanding prohibits placing any purchase order to any supplier included in the World Bank Listing of Ineligible Firms and the World Bank Corporate Procurement Listing of Non-Responsible Vendors without obtaining in advance a written authorization from the funding entity.

20. BID PROTEST
Suppliers perceiving that they have been unjustly treated in connection with the solicitation or award of a contract may lodge a complaint directly to the Chief, Procurement Services Branch at procurement@unfpa.org, who will then make an assessment of the complaint and provide a reply to the Supplier within a week and, if required, advise the Supplier on further recourse.

21. SHARING OF AGREEMENT AMONG UN AGENCIES
By signing this Agreement, the Supplier agrees that UNFPA is free to share this agreement with other UN Agencies for their use in direct ordering under the same prices and conditions as stated in the agreement.

22. PUBLISHING PURCHASE ORDER AWARD INFORMATION
For every Purchase Order, UNFPA shall publish on UNGM (http://www.ungm.org) the following information: Purchase Order Reference Number, Description of the Goods or Services procured, Beneficiary Country, Supplier Name and Country, Contract Value and Issue Date of the Purchase Order.
ANNEX 1: GENERAL TERMS AND CONDITIONS FOR CONTRACTS: PROVISION OF GOODS AND/OR SERVICES

ANNEX 2: TERMS OF REFERENCE (TOR)
[Insert the following text if advance payments will not be applicable; *if this option is selected delete, the text corresponding to advance payment*] No advance payment shall be requested.

[Insert the following text if advance payments will be applicable; *if this option is selected, delete the text corresponding to no advance payments*] The bank, as requested by the successful Bidder, shall fill in this Form in accordance with the instructions indicated.

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

RFP: UNFPA/CCC/RFP/YY/NNN

[bank’s letterhead]

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

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

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

Furthermore, we understand that, according to the conditions of the LTA and the Purchase Orders that will be issued pursuant to the LTA, an advance is to be made against an advance payment guarantee.

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

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

This guarantee shall remain valid and in full effect from the date of the advance payment received by the supplier under the LTA/Purchase Orders that will be issued pursuant to the LTA until [insert date\(^3\)].

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

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

\(^3\) Insert the delivery date stipulated in the contract delivery schedule. UNFPA should note that in the event of an extension of the time to perform the contract, UNFPA would need to request an extension of this guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, UNFPA might consider adding the following text to the Form, at the end of the penultimate paragraph: “We agree to a one-time extension of this guarantee for a period not to exceed [six months/one year], in response to UNFPA’s written request for such extension, such request to be presented to us before the expiration of the guarantee.”
The bank, as requested by the successful Bidder, shall fill in this Form in accordance with the instructions indicated.

Date: [insert date (as day, month, and year) of Bid Submission]
RFP: UNFPA/CCC/RFP/YY/NNN

Bank’s Branch or Office: [insert complete name of Guarantor]
Beneficiary: [insert legal name and address of UNFPA]
PERFORMANCE GUARANTEE NUMBER: [insert Performance Guarantee number]

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

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

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

This guarantee shall expire no later than the [insert number] day of [insert month] [insert year],\(^5\) and any demand for payment under it must be received by us at this office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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

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\(^4\) The Bank shall insert the amount(s) specified in the SCG and denominated, as specified in the SCG, either in the currency(ies) of the Contract or a freely-convertible currency acceptable to UNFPA.

\(^5\) UNFPA should note that, in the event of an extension of the time to perform the Contract, UNFPA would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, UNFPA might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months/one year], in response to UNFPA’s written request for such extension, such request to be presented to us before the expiration of the Guarantee."