



United Nations Population Fund
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 Pulchowk, Lalitpur
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 Website: <http://nepal.unfpa.org>

24 April, 2024

REQUEST FOR PROPOSAL (RFP)
RFP Number UNFPA/NPL/RFP/24/002
 For the establishment of a:
CONTRACT FOR PROFESSIONAL SERVICES

In regards to:
 PROVISION OF SERVICES FOR FURTHER DEVELOPMENT OF CENSUS DATA VISUALIZATION
 PLATFORM AND CROSS-TABULATION MODULE to KATHMANDU, NEPAL

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 services for Further Development of Census Data Visualization Platform and Cross-tabulation Module. Your company is hereby invited to submit your best Technical and Financial Bids for the requested services. Your Bid could form the basis for a contract for professional services (CPS) between your company and UNFPA.
2. To enable your company to submit a Bid, please read the following attached documents carefully:

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

3. The Bid process will be conducted through a TWO-envelope system. Interested Bidders are requested to submit their Technical Bid *separately* from their Financial Bid containing price information. Specific instructions for the submission can be found Section I – Instructions to Bidders, clause 19 Submission, Sealing and Marking of Bids.
4. Bidders are requested to carefully read Section I – Instructions to Bidders, clause 19 Submission, Sealing and Marking of Bids, where detailed instructions of the submission process are provided. It is the Bidder's responsibility to assure compliance with the submission process. If the envelopes or emails are not marked / submitted per the instructions, UNFPA will neither assume responsibility for the bid's misplacement or premature opening nor guarantee the confidentiality of the Bid process. Incorrect submissions might result in your Bid being declared invalid.



All Bids comprising of Technical and Financial parts should reach the below and corresponding addresses no later than **Monday, 27 May 2024, at 17:00 Nepal time¹**:

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

United Nations Population Fund
 UN House
 Pulchowk, Lalitpur
 Nepal

- b. If you choose to submit your Bid electronically, your Technical Bid and Financial Bid should be submitted in separate emails in accordance to clause 19.4 Submission of electronic Bids, should reach the email inbox of bid.nepal@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: Prakash Rai, Procurement Associate at prai@unfpa.org no later than **16 May 2024** 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: *Prakash Rai, Procurement Associate* at email: prai@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](https://www.ungm.org). The UNGM is the procurement portal of the United Nations system. By registering on UNGM, suppliers become part of the database that UN buyers use when searching for suppliers. The link describes the registration process: <https://www.ungm.org/Public/Pages/RegistrationProcess>

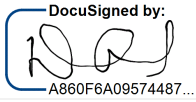
Suppliers can also access all UN Bids online and, by subscribing to the Tender Alert Service, suppliers can be automatically notified via email of all UN business opportunities that match the products and services for which they have registered. Instructions on how to subscribe to the Tender Alert Service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

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

¹ <http://www.timeanddate.com/worldclock/city.html?n=69>



Yours sincerely,

DocuSigned by:

A860F6A09574487...

Debashish Chowdhury
International Operations Manager
Nepal Country Office
UNFPA



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SECTION I: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. General

- 1.1. UNFPA's Supply Chain Management Unit (SCMU) wishes to establish a contract for professional services with a qualified supplier(s) for the provision of *services for Further Development of Census Data Visualization Platform and Cross-tabulation Module* in support of UNFPA's Programmes located in Nepal.
- 1.2. As a result of this competitive Bid process, UNFPA plans to sign a Contract for Professional Services with a single supplier.
- 1.3. In the event of UNFPA signing a contract the following shall apply:
 - 1.3.1. The successful Bidder(s) shall accord the same terms and conditions to any other organization with the United Nations Systems, located in Nepal, that wishes to avail itself of such terms, after written consent from UNFPA's Nepal Country Office;
 - 1.3.2. The contract template specified in **SECTION VII – ANNEX A: TEMPLATE OF CONTRACT FOR PROFESSIONAL SERVICES**, shall be used.

2. Eligible Bidders

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



- 2.3.4.3. Failure to disclose the information above may result in rejection or disqualification of the Bid or of the award resulting of the Bid process.
- 2.4. Bidders under declaration of ineligibility by UNFPA in accordance with clause 2 at the time of contract award will be disqualified. Bidders are not eligible to submit a Bid if at the time of Bid submission they are:
- 2.4.1. Listed as suspended or removed by the United Nations Procurement Division (UNPD);
- 2.4.2. Declared ineligible by other organizations of the United Nations through the disclosure of the ineligibility or listing as suspended on [United Nations Global Marketplace \(UNGM\)](#) as a result of having committed fraudulent activities;
- 2.4.3. Included on the [UN 1267 list](#) issued by the Security Council resolution 1267 that establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;
- 2.4.4. Debarred by the World Bank Group in accordance with the [WB Listing of Ineligible Firms & Individuals](#) and the [WB Corporate Procurement Listing of Non-Responsible Vendors](#).
- 2.5. All Bidders must adhere to the UN Supplier Code of Conduct, which may be found by clicking on [UN Supplier Code of Conduct](#).
- 2.6. Accordingly, any company that is found to have undertaken unethical, unprofessional, or fraudulent activities, as defined in clause 4, will be temporarily suspended or permanently debarred from business relations with UNFPA
- 2.7. Bids may be submitted by a Joint Venture (JV). In the case of a JV:
- 2.7.1. The completed Joint Venture Partner Information Form, **SECTION VI – ANNEX G: JOINT VENTURE PARTNER INFORMATION FORM**, must be included with the Bid; and
- 2.7.2. All parties to the JV shall be jointly and severally liable; and
- 2.7.3. The JV must nominate a Representative, who will have the authority to conduct all businesses for and on behalf of all parties of the JV during the Bidding process, and, if the JV is awarded a contract, during the validity of the contract.

3. Cost of Bid

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

4. Fraud and Corruption

- 4.1. UNFPA's Policy regarding fraud and corruption is available by clicking on [Fraud Policy](#) and applies fully to this Bid. Submission of any Bid implies that the Bidder is aware of this Policy.
- 4.2. UNFPA is committed to preventing, identifying, and addressing all acts of fraud against UNFPA, as well as against third parties involved in UNFPA activities. To this effect, UNFPA has developed an Anti-Fraud Policy with the aim to raise awareness of fraud risks, implement controls to prevent fraud, and establish a procedure to detect fraud and to enforce the Policy.
- 4.3. UNFPA requires that Bidders, suppliers, and contractors and their subcontractors observe the highest standards of ethics during the procurement and execution of UNFPA contracts.
- 4.4. Pursuant to this Policy, UNFPA defines the terms set forth as follows:
- 4.4.1. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;



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

5. Zero Tolerance

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



6. Disclaimer

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

B. SOLICITATION DOCUMENTS

7. UNFPA Bidding document (5)

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

7.2. Bidding documents consists of the following:

Section I:	Instructions to Bidders
Section II:	Terms of Reference
Annex A:	Instructions for Preparing Technical Bid
Section III:	UNFPA General Conditions of Contract
Section IV:	UNFPA Special Conditions of Contract
Section V:	Supplier Qualification Requirements
Section VI:	Bid and Returnable Forms
Annex A:	Bid Confirmation Form
Annex B:	Bid Submission Form
Annex C:	Bidder Identification Form
Annex D:	Bidder Declaration Form
Annex E:	Bidder's Previous Experience
Annex F:	Price Schedule Form
Annex G:	Joint Venture Partner Information Form
Annex H:	Checklist of Bid Forms
Section VII:	Contractual Forms
Annex A:	Template of Proposed Contract for Professional Services

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

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

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

8. Clarifications of Bidding documents

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

Prakash Rai, Procurement Associate, email: prai@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 **Thursday, 9 May 2024, at 15:30 Nepal time**².

- 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 UNFPA Nepal's website, (www.nepal.unfpa.org).
- 8.3. UNFPA will respond to requests for clarifications as soon as possible. However, delays in UNFPA's response will not oblige UNFPA to extend the Bid submission deadline. UNFPA may extend the deadline in specific cases UNFPA deems justified and necessary.

9. Amendments to Bidding documents

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

C. PREPARATION OF BIDS

10. Language of the Bid

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

11. Bid currency and prices

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

12. Conversion to single currency

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

² <http://www.timeanddate.com/worldclock/city.html?n=69>



13. Most favored pricing

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

14. Validity of Bids

14.1. Bids must remain valid for 120 calendar days after the Bid submission deadline. UNFPA will consider Bids with shorter validity as not substantially responsive and reject them. Under special circumstances, UNFPA may request Bidders to extend the validity of their Bids. Requests for validity extension will be made in writing.

D. SUBMISSION OF BIDS

15. Documents establishing eligibility and conformity to Bid documents

15.1. Evidence of conformity of the goods/services to the Bidding documents may include the following documentation as described in clauses 16 Technical Bid and 17 Financial Bid, to be completed and returned in hard copies or in electronic format depending on the submission approach selected.

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

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

16. Technical Bid

16.1. Documents establishing the eligibility of the Technical Bid:

- 16.1.1. Completed and signed Bid Submission Form; SECTION VI – ANNEX B: BID SUBMISSION FORM, in PDF format. Note: if the bid submission form is not submitted or not signed, and provided the bidder has not indicated they do not accept any of the conditions required in this form, UNFPA shall consider that the bidder has accepted all such conditions. For the sake of good order, at the time of bid evaluation UNFPA will request the bidder to provide the signed Bid Submission Form.
- 16.1.2. Completed Bidder Identification Form; SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM in PDF format.
- 16.1.3. Completed Bidder Declaration Form; SECTION VI – ANNEX D: BIDDER DECLARATION FORM in PDF format.
- 16.1.4. Completed Bidder's Previous Experience; SECTION VI – ANNEX E: BIDDER'S PREVIOUS EXPERIENCE in PDF format.
- 16.1.5. 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 B: INSTRUCTIONS FOR PREPARING TECHNICAL BID in PDF format
- 16.1.6. Supporting documents/information per the Supplier Qualification Requirements; SECTION V: SUPPLIER QUALIFICATION REQUIREMENT
- 16.1.7. Completed Joint Venture Partner Information Form; SECTION VI – ANNEX G: JOINT VENTURE PARTNER INFORMATION FORM in PDF format.



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

17. Financial Bid

- 17.1. Bidders must complete the Price Schedule Form in accordance with SECTION VI – ANNEX F: PRICE SCHEDULE FORM – both in PDF format (signed version) and excel format. The separate Financial Bid must contain a quotation in a single currency, itemizing all services to be provided.
- 17.2. Please consider the following information when completing the Price Schedule Form:
- 17.2.1. The Price Schedule Form must provide a detailed cost breakdown, as shown in SECTION VI – ANNEX F: PRICE SCHEDULE FORM. Bidders are required to provide separate figures for each of the steps for each item.
- 17.2.2. Estimates for out of pocket expenses should be listed separately. Where installation, commissioning, training or other similar services are required to be performed by the Bidder, the Bidder shall include the prices for these services broken down into itemized prices.
- 17.2.3. All prices/rates Bid must be exclusive of all taxes, since UNFPA is exempt from taxes. The applicable unit of measure should be clearly indicated.
- 17.2.4. Submit this Financial Bid in a separate envelope/email from the rest of the Technical Bid.

18. Partial & Alternative Bids

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

19. Submission, sealing, and marking of Bids

- 19.1. The Bid process shall be conducted through a TWO-envelope system. Interested Bidders are requested to submit their Technical Bid separately from their Financial Bid containing price information.
- 19.2. UNFPA provides alternative methods of Bid submission:
- 19.2.1. Electronic Bids may be submitted via email in accordance with the guidelines provided in clause 19.3.
- 19.2.2. Hard copy Bids may be delivered personally, by mail, or by courier in accordance with the guidelines provided in clause 19.4
- 19.2.3. Any of the above options is acceptable and only one method is required. In accordance with UNFPA's green procurement initiative, electronic submissions are strongly encouraged.

19.3. Submission of electronic Bids

- 19.3.1. Bidders must enter the following text in the subject line: UNFPA/NPL/RFP/24/002, **Company Name**, and specify "Technical Bid" or "Financial Bid". Example below:



- 19.3.1.1. UNFPA/NPL/RFP/24/002 [Company name], Technical Bid email X
- 19.3.1.2. UNFPA/NPL/RFP/24/002 [Company name], Financial Bid
- 19.3.1.3. Submissions without this text in the subject line may be rejected.

19.3.2. Electronic submissions must be sent only to bid.nepal@unfpa.org. Bids received at bid.nepal@unfpa.org mailbox shall not be opened before the scheduled opening date. Sending the Bid to any other email address, including as a carbon copy (cc), will violate confidentiality and result in the invalidation of the Bid.

19.3.3. The total size of the email submission must **not exceed 20 MB**, including e-mail body, attachments, and headers.

19.3.4. It is recommended that the entire Bid be consolidated into as few attachments as possible, in commonly-used file formats in accordance to what has been stated in clauses 16 & 17. If the Bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. Multiple emails must be clearly identified by indicating in the subject line "email X" sequentially, and the final "email Y – final".

19.3.5. It is the Bidder's responsibility to ensure that Bids sent by email are received by the submission deadline. Bidders will receive an auto-reply acknowledging the receipt of each email when it is received by UNFPA's email system. If you do not receive an auto-reply, inform Prakash Rai, Procurement Associate at: prai@unfpa.org.

19.4. Submission of hard copy Bids

19.4.1. Bidders must prepare one Original set of all Bid documents, In addition to the hard copy; Bidders should enclose their Bid documents in a USB or CD containing an electronic version of the Bid. In the event of a discrepancy between the electronic and the hard copy version, the hard copy document will govern. Please assure to use separate media (USB or CD) for the Technical Bid and Financial Bid.

19.4.2. Marking of hard copy Bids

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

UNITED NATIONS POPULATION FUND
 UN House,
 Pulchowk, Lalitpur
 Nepal
 UNFPA/NPL/RFP/24/002, **Company Name**
 Attention: *Prakash Rai, Procurement Associate*
TO BE OPENED ONLY BY AUTHORIZED UNFPA PERSONNEL
DO NOT OPEN BEFORE 29 May 2024

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

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



UNITED NATIONS POPULATION FUND

UN House

Pulchowk, Lalitpur

Nepal

UNFPA/NPL/RFP/24/002, **Company Name**

Attention: *Prakash Rai, Procurement Associate*

TO BE OPENED ONLY BY AUTHORIZED UNFPA PERSONNEL

Submission 1 of 2: UNFPA/NPL/RFP/24/002 **[Company name]**, Technical Bid

Submission 2 of 2: UNFPA/NPL/RFP/24/002 **[Company name]**, Financial Bid

20. Deadline for submission of Bid and late Bids

- 20.1. Bids must be delivered to the place, date and time specified in this RFP. If any doubt exists as to the time zone in which the Bid should be submitted, refer to <http://www.timeanddate.com/worldclock/>, or contact the Bid focal point.
- 20.2. Bids received after the submission deadline shall be declared late, rejected and the supplier informed by UNFPA accordingly. UNFPA will not be responsible for Bids that arrive late due to the courier company and any other technical issues which are not within the control of UNFPA.

21. Modification and withdrawal of Bids

- 21.1. Bidders are expected to have sole responsibility to examine the conformity of their Bids to the requirements of the RFP, keeping in mind that material deficiency in providing information requested by UNFPA, or lack of clarity in the description of goods or services to be provided may result negatively in the evaluation process of the Bids.
- 21.2. Bidders may modify, substitute or withdraw their Bid after submission, provided that written notice is received by UNFPA prior to the submission deadline.
- 21.3. Any proposed modification, substitution or withdrawal must be submitted in accordance to clause 19 - Submission, sealing and marking of Bids based on the approach utilized. The respective envelope or email shall be clearly marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL". Any revision to the Bid must be received by the deadline.
- 21.4. No Bid may be modified, substituted or withdrawn in the interval between the submission deadline and the expiration of the period of the Bid validity. No Bid may be modified, substituted or withdrawn after the submission deadline.

22. Storage of Bids

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

E. BID OPENING AND EVALUATION

23. Bid opening

- 23.1. UNFPA will conduct an internal Bid opening on **Wednesday, 29 May 2024, at 11:00** Nepal time³ at the office of UNFPA Country Office, Nepal, UN House, Pulchowk, Lalitpur.

³ <http://www.timeanddate.com/worldclock/city.html?n=69>



- 23.2. Bids will be opened by an ad-hoc panel consisting of at least two staff members (of which one may be from a different United Nations agency/fund/program) and where at least one individual has no involvement in the subsequent stages of the procurement process. There will be separate Bid openings for Technical and Financial Bids. The Bidders' names and submitted documents shall be announced and recorded on the Technical Bid opening report.
- 23.3. A Bid opening report will be available for viewing only to Bidders who have submitted a bid or their authorized representatives for a period of thirty days from the date of the opening. Information not included in the Bid opening report will not be provided to Bidders.
- 23.4. Once the Technical evaluation has been completed, the Financial Bids will be opened. During the Financial Bid opening, the Bidders' names and the prices stated in the Financial Bid shall be announced and recorded on the Financial Bid opening report.
- 23.5. No Bid shall be rejected during Bid opening, except for late Bids. Rejected Bids will be shredded except for any bank securities, which will be returned to the Bidder.

24. Clarification of Bids

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

25. Preliminary examination of Bids

- 25.1. Prior to the detailed evaluation, UNFPA shall examine the Bids to determine whether they are complete with respect to minimum documentation requirements, whether the documents are properly signed, whether any computational errors have been made and whether the Bids are generally in order.
- 25.2. The procurement official will determine the substantial responsiveness of each Bid to the RFP during the preliminary examination.
- 25.3. A substantially responsive Bid conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- 25.3.1. Affects in any substantial way the scope, quality, or services specified; or
 - 25.3.2. Limits in any substantial way, inconsistent with the Bidding documents, UNFPA's rights or the Bidder's obligations under the contract; or
 - 25.3.3. If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 25.4. UNFPA considers material deviations to include, but not be limited to the following:
- 25.4.1. During preliminary examination of Bids
 - 25.4.1.1. Absence of Bid form(s), change in the wording or lack of signature on key portions of the Bid form when this is clearly required. Any change in wording that is consistent with the standard format of the Bid form(s) is not a material deviation;
 - 25.4.1.2. The Bidder indicates in the Bid that they do not accept important contract conditions, i.e. related to Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, General Conditions of Contract and Limitation of Liability;



- 25.4.1.3. Non submission of non-historical documents (documents that should be specifically prepared by the Bidder in response to this RFP) by the bid submission deadline.
- 25.4.1.4. Non-eligibility of the Bidder;
- 25.4.1.5. Financial information is included in the Technical Bid.
- 25.4.2. During technical evaluation of Bids and qualification of Bidders:
 - 25.4.2.1. Bids do not reach the minimum threshold on technical score.
 - 25.4.2.2. The Bidder does not meet the minimum conditions for qualification.
- 25.4.3. During Financial evaluation of Bids:
 - 25.4.3.1. The Bidder does not accept the required price correction in accordance to Section I: Instructions to Bidders, clause 26.1.3
 - 25.4.3.2. Required price components are missing;
 - 25.4.3.3. The Bidder offers less quantity than what is required
- 25.5. If a Bid is not substantially responsive to the Bidding documents, it shall be rejected by UNFPA and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

26. Non-conformities, errors, and omissions

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

27. Evaluation of Bids

- 27.1. The evaluation of the Bids will be carried out in a two-step process by an evaluation panel, with evaluation of the Technical Bid being completed prior to any Financial Bid being opened and compared.
- 27.2. The Financial Bid will be opened only for those Bidders, where Technical Bids reach a minimum score of 70% and whom have fulfilled the supplier qualifications. The total number of points a Bidder may obtain for Technical and Financial Bids is 100 points.



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

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

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

28. Technical evaluation

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

Criteria	[A] Maximum Points	[B] Points attained by the Bidder	[C] Weighting %	[B] x [C] = [D] Total Points
1. Technical approach and methodology – understanding nature and scope of work	100		25%	
2. Organization profile: Specific experience and expertise relevant to the assignment	100		25%	
3. Qualification of team: Core team's relevant qualifications and experience	100		25%	
4. Implementation (work) plan and management plan	100		15%	
5. Experience of working with the UN/Government on similar assignment	100		10%	
GRAND TOTAL ALL CRITERIA	500		100%	

28.2. Scoring Scale System

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

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



Exceeds the requirements	80 – 89
Meets the requirements	70 – 79
Partially meets the requirements	1 – 69
Does not meet the requirements or no information provided to assess compliance with the requirements	0

29. Supplier qualification requirements

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

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

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

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

30. Financial evaluation

30.1. The Financial Bid will only be evaluated if the Technical Bid achieves the minimum score as indicated in clause **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.

30.2. The Financial Bid is evaluated on the basis of its responsiveness to the Price Schedule Form **SECTION VI – ANNEX F: PRICE SCHEDULE FORM**. The maximum number of points for the Financial Bid is 100. This maximum number of points will be allocated to the lowest price. All



other Financial Bids will receive points in inverse proportion according to the following formula:

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

31. Total score

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

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

F. AWARD OF CONTRACT AND FINAL CONSIDERATIONS

32. Award of Contract

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

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

33. Rejection of Bids and annulments

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

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

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

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

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

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

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

34.2.2. In the negotiations, any deficiency in the offer will be pointed out to the supplier. The supplier will be allowed to make adjustments in the proposal in order to improve and more clearly specify the contents of the offer. However, under no circumstances shall the requirements (Terms of Reference/specifications) be changed.



35. Signing of the Contract

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

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

36. Publication of Contract Award

36.1. UNFPA will publish the following contract award information on United Nations Global Marketplace <http://www.ungm.org>, unless it is deemed to be in the interest of UNFPA no to do so: Purchase Order reference Number, Description of the Goods or Services procured, Beneficiary Country, Supplier Name and Country, Contract amount and the issue date of the contract/purchase order.

37. Payment Provisions

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

38. Bid protest

38.1. Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of contract may complain to the UNFPA Head of the Business Unit Won Young Hong, UNFPA Representative at whong@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 Supply Chain Management Unit at procurement@unfpa.org.

39. Documents establishing sustainability efforts of the Bidder

39.1. Currently UNFPA is requesting information on environmental and social policies and related documentation with Bids submitted by prospective suppliers. UNFPA is incorporating environmental and social criteria considerations into the evaluation process, such as adherence to Global Compact requirements (more information can be accessed here, <http://www.unglobalcompact.org/>, or by contacting Supply Chain Management Unit 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)

Further Development of Census Data Visualization Platform and Cross-tabulation Module

1. Introduction

The National Statistics Office, under the auspices of the Office of Prime Minister and Council of Ministers (OPMCM), is the institution mandated to undertake the National Population and Housing Census (NPHC), including data collection, data processing, data editing, tabulation and final dissemination and publication of results. The NSO conducted the 12th NPHC in November 2021 and its results were released in March 2023. The NSO has been using different strategies to disseminate the data gathered in the census. The dissemination of census results include through printed tables and reports, as well as through electronic media including electronic tables, a web-based application and an interactive database. The NSO has also initiated undertaking detailed in-depth thematic analyses of the census results conducted by experts. To ensure maximum data utilization by users and decision-making at all levels of government and across a wide spectrum, the NSO also expect to create awareness and educate stakeholders on how to access and use census results.

As part of the dissemination plan, the NSO developed a web-based application as one of the tools for the dissemination of the census results to allow for efficient and user-friendly visualization of the census results at all levels using electronic devices. The data visualization platform, which was launched in March 2023 along with the release of the national report of the census, has been an important intuitive way to explore various census data with option to drill down to local administrative levels and includes choropleth maps for different administrative levels to gauge variation of data. It serves as a repository for census datasets – in Excel, has around 800 average users per day while the users continue to expand. The link to the platform is: <https://censusnepal.cbs.gov.np/results>.

In this context, the NSO has planned to further develop the Census Data Visualization Platform to incorporate additional necessary features for ensuring easier access to comprehensive census data and insights given the dynamic nature of the data and demand from the range of stakeholders for more advanced access to the data to meet their needs. Further development of the platform will include a number of inter-connected tasks and features including: a) expanding content of the platform; b) an automated container for data and visualisation generation; c) a cross-tabulation module; d) an interactive tool that enables users to ask questions and extract answers based on the data; e) census data e-learning system/tools; and f) technical backstopping of the data visualization platform.

In this regard, UNFPA has agreed to provide technical support to undertake these tasks through a competent national service provider- consulting firm/institution/organization (hereafter referred to as Agency). This terms of reference (ToR) outlines the purpose and rationale for the system, purpose/objective of the assignment, detail descriptions of tasks, expected deliverables, time-frame, methodology, management and coordination mechanisms, contract management, task team structure and required qualifications which the Agency will have.



2. Rationale

While the Census Data Visualization Platform developed by the NSO is successfully up and running, offering invaluable utility to the general population by providing easy access to comprehensive census data and insights, further development of the platform is requested by the NSO to make it more dynamic and incorporate the features for enhancing the functionality and usability of the platform so that it becomes an even more valuable resource for a wide range of census data stakeholders using available technology in a number of ways.

Firstly, adding an automated container for data and visualization generation will streamline the process of updating and generating visualizations of all the census results on the platform simultaneously in one output for each administrative geographical unit of Nepal and comparison between units at the same or different levels e.g. cross-comparison of municipalities or comparison of a province with a municipality within the province. It will reduce data crunching, minimize errors, and improve the platform's relevance and usefulness over time. Above all, the output will support UNFPA's strategy to strengthen the National Statistical System by advancing integration of census data and data outputs across governments.

Furthermore, development of a cross-tabulation module will enable users to perform more advanced analysis by exploring relationships between different variables in the census data. Having a natural language query functionality will enhance the accessibility, simplicity, efficiency, insight generation, and interactivity of cross-tabulation analysis for census data, making it a valuable tool for a wide range of users interested in exploring and understanding demographic trends and patterns. For instance, the query functionality allows users to interact with the data using everyday language, making it accessible to a broader range of users, including policymakers, researchers, and journalists etc. Similarly, it can streamline the process of exploring census data by allowing users to ask questions directly and receive immediate responses which saves time compared to manually constructing complex queries or using graphical user interfaces that may require multiple steps to generate the desired analysis.

Furthermore, the natural language query systems can support interactive data exploration, allowing users to explore the data from various angles hence fostering a more iterative and exploratory approach to data analysis, enabling users to uncover unexpected patterns or correlations in the census data. This will enable wider users to gain deeper insights into the data.

Similarly, the proposed e-learning system in-built into the platform will further enhance the platform's usability by providing users with the necessary knowledge and skills to effectively interpret and analyze the census data, hence serving as a valuable resource for researchers, policymakers, and other stakeholders who may not have a background in data analysis. This will democratize access to census data and empower a range of users to make informed decisions based on the census data.

Finally, the Census Data Visualization Platform has been effectively launched since 2023 and is now operational, delivering significant benefits to the public by offering easy access to detailed census information and analyses. Although the foundational features have been developed and implemented, the evolving landscape of data and technology calls for continuous monitoring and updates including expansion of contents. Therefore, it is crucial to establish continuous technical support as a fundamental and ongoing component of the platform's maintenance and enhancement efforts.



3. Objective of the Assignment

The main objective of seeking consulting services is to further develop the census data visualization platform of the results of the 2021 Population and Housing Census of Nepal so that results are used widely for the integration in policies, planning and programming at all levels of the federal structure and other purposes by stakeholders.

4. Scope of Work and descriptions

Overall, the Agency will support the NSO for further development of census data visualization platform to include: a) expand content of the platform; b) automated container for data and visualisation generation; c) developing a cross-tabulation module; d) an interactive tool that enables users to ask questions and extract answers based on the data; e) in-built e-learning system/tools; f) technical backstopping of the data visualization platform. In doing so, the Agency will work closely with the NSO Census core team for the purpose of further development, operationalization and management of the applications.

Detail descriptions of the tasks are outlined below:

a) Expanding content of the platform

The agency will support the NSO for further expanding the content of the census data visualization platform to allow for a more comprehensive understanding of demographic trends, socioeconomic indicators, and population characteristics, which are essential for informed decision-making by policymakers, researchers, and wider census data users. By addressing the gaps in census variables in the current platform and including additional data sources such as the previous census data, indicators measured from the thematic analysis, population projections, findings from the community survey, and the degree of urbanization (DEGURBA) data, the platform can provide a more nuanced and accurate representation of the population dynamics and societal changes over time. There is a lot for scope for providing increased disaggregation by age and sex to further enhance the platform's analytical capabilities, enabling users to identify disparities, trends, and patterns that may be masked in aggregated data for many key variables. Moreover, by offering access to 'csv files' and improving the user-friendliness of the platform, it promotes transparency, accessibility, and usability, empowering a broader range of users to explore, analyze, and utilize the data for various purposes, thereby fostering data-driven decision-making and facilitating evidence-based policy development.

b) Automated container for data and visualization generation

Currently, it is known that government entities manually download and filter data from the NSO's website or create their own data visualisations for internal and public use, particularly across the 753 local level units. The data visualisation platform is useful but requires effort to derive data, graphs, maps and infographics on a range of topics. The proposed initiative aims to enhance census data utilization by government entities (cross-sectoral and across all administrative levels) by developing a dedicated feature within the NSO census data visualization platform. This feature will enable government entities for all administrative levels to automatically generate tailored data pages, complete with relevant graphs, maps and infographics to meet their specific needs. The feature will provide csv files with all variables for each administrative unit so that analysts can easily access the data in a more user-friendly way than the Excel files which are currently available online. This initiative will improve data accessibility, ensure uniformity and consistency in output and reduce the effort involved, and increase user-friendliness including among less experienced users.



Data processing algorithms will be employed to generate customized data visualizations, tailored to the selected criteria. Compatibility with different data formats and sources will also be addressed to ensure flexibility. Users will be able to select what they want to extract.

Once the feature is developed, training and dissemination efforts are proposed to ensure effective adoption. Training materials and resources will be prepared, and then the Census core team at the NSO will be trained by the developers. The trained NSO personnel will then impart virtual sessions to educate staff of government entities (cross-sectoral and across all administrative levels, including local levels) on how to use the automated container. Documentation will be provided for ongoing reference, and efforts will be made to raise awareness about the feature, especially among local government units through mail lists.

Application Programming Interface (API) integration will be developed and operationalised to allow government entities (cross-sectoral and across all administrative levels, including local levels) to seamlessly embed, generated census data, graphs, maps and infographics into their websites, databases and profiles. The API will also be open to targeted users including civil society, academia, the media and relevant development partners. This integration will require secure and reliable APIs that government entities can incorporate. Additionally, user feedback will be collected and used to iteratively enhance the feature, making it increasingly user-friendly and functional over time.

c) Cross-tabulation module

The agency will work in collaboration with the NSO and UNFPA to develop a cross-tabulation module for the census data. This will allow users to work with a front-end which provides the capacity to interrogate the inter-relationship between variables for geographical levels for households, and for individuals by age and sex disaggregation. As part of the process the agency will work with the NSO to develop a confidentialised 'back-end' of unit record census data that is only accessible by the NSO and is proof-tested against hacking. It will also be necessary to test the database thoroughly to ensure that the output matches what is output from the existing CSPro-based database of the NSO. It will also have features to compare the different indicators with the census 2011 data. It is anticipated that the sub-national population projections will also be linked into the module.

d) Interactive tool that enables users to ask questions and extract answers based on the data

Integrating a smart AI based search engine on the current Nepal Census data visualization platform, which allows users to conduct searches using natural language queries to analyze data effectively. This would allow users to pose questions in natural language, such as "What is the population growth rate in a specific province compared to the national average?" or "How does the population density differ between rural and urban areas?". The AI model would then search the website's data repository and deliver relevant results with visualizations or reports, transforming the website into a more user-friendly and insightful data exploration tool. By doing so, it significantly enhances user experience, making it easier for researchers, policymakers, and the general public to find relevant census data and insights without needing to navigate through complex databases or understand technical jargon.

The backend Machine Learning component which generates the responses based on the questions will be developed by a national organization that UNFPA expects to work with. The selected agency will be responsible for integration of the search element, designing the search UI and the results UI, as well as preparation of the data to be used for the search as well as collaborating with the national organization to implement the developed solution to the census website.



e) e-learning system

As described above, the NSO is enhancing the census data visualization platform by introducing new features to make data exploration and analysis more intuitive and comprehensive thereby empowering users and augmenting informed utilization of the census data for decision-making and planning. These enhancements include an interactive tool that allows users to pose questions and extract relevant insights from the data, a cross-tabulation module for deeper data comparison and analysis, and an automated container for streamlined data and visualization generation. Additionally, the content of the platform are to be expanded to provide users with richer and more diverse datasets. To facilitate seamless adoption and maximize the benefits of these new features, the NSO is developing an e-learning module. This module will guide users through the functionalities of the interactive tool, cross-tabulation module, automated container, and updated content, ensuring they can effectively leverage these enhancements to derive actionable insights and make informed decisions based on census data.

f) Technical backstopping of the data visualization platform

This encompasses a range of tasks, from bug fixing and addressing data anomalies reported by the NSO to swiftly integrating new analyses and tables provided by the NSO providing guidance and assistance related to data and visualization, and ensuring the platform continues to empower users in their decision-making processes. The agency responsible for developing the automated container for data and visualisation generation will have a provision in their contract to provide backstopping support to the data visualisation platform until March 2025. The agency will document system problems faced during the period and develop documentation and organise an orientation for the NSO and hand over maintenance responsibility to the NSO in March 2025.

In the context of the above, the consulting agency will be responsible for the following specific tasks and activities:

a) Expanding content of the platform

- Conduct a thorough mapping analysis to identify census variables that are not adequately represented in the current system;
- Prepare a list of variables to fill in the gaps identified through the mapping exercise to be included in the expanded platform;
- Work to enhance the platform tools to feature:
 - increased disaggregation by age and sex for individual data
 - add data from the 2011 census where comparable with the 2021 census
 - visualization of the results/indicators measured through thematic analysis using interactive charts,
 - Population projections
 - Community (ward level) survey
 - Data on degree of urbanization
 - Results of small area estimations.
- Support to provide access to the csv files.
- Visualize the results of thematic analysis using interactive charts, graphs, and maps.

b) Automated container for data and visualization generation

- Conduct an assessment of the requirements of government entities (cross-sectoral and across all administrative levels). This entails understanding the types of data, graphs, maps, infographics and datasets that are most pertinent to the operations and decision-making processes of government entities.



- Design and implementation of an interface for government entities (cross-sectoral and across all administrative levels) to input their specific preferences. This will include developing data processing algorithms to be employed to generate customized data visualizations, tailored to the selected criteria. Compatibility with different data formats and sources will also be addressed to ensure flexibility.
- Develop an Application Programming Interface (API) that will allow government entities (cross-sectoral and across all administrative levels, including local levels) to seamlessly embed generated census data, graphs, maps and infographics into their websites, databases and profiles. The API will also be open to targeted users including civil society, academia, the media and relevant development partners. This integration will require secure and reliable APIs that government entities can incorporate. Additionally, user feedback will be collected and used to iteratively enhance the feature, making it increasingly user-friendly and functional over time.
- Prepare training materials and resources on the use of the automated container.
- Facilitate virtual sessions to educate staff of government entities (cross-sectoral and across all administrative levels, including local levels) on how to use the automated container.

c) Cross-tabulation module

Developing a cross-tabulation module will involve several tasks and responsibilities for the agency outlined below:

- **Requirement gathering and analysis:** Conduct detailed consultations with the NSO and relevant stakeholders to understand their requirements for the cross-tabulation module. This will include an analysis of the structure and format of the census data to determine the scope and complexity of the cross-tabulation module needed.
- **System design and architecture:** Design the overall architecture of the cross-tabulation module, including database schema, data processing algorithms, and user interface. This will also include determining the technology stack and tools required for data management, analysis, and visualization.
- **Data preparation and integration:** The agency will work with the NSO Census team to cleanse and preprocess the census data to ensure accuracy and consistency, develop scripts or pipelines for importing and integrating the census data into the cross-tabulation module, and implement mechanisms for handling missing or incomplete data and ensuring data quality.
- **Development of cross-tabulation algorithm:** Working closely with the NSO Census team, the agency will design and implement algorithms for generating cross-tabulations based on user-defined variables and criteria. This will also entail developing functionality to support various types of cross-tabulations, including frequency tables, and summary statistics as relevant. It is important to ensure that efficiency and scalability of the cross-tabulation algorithms to handle large volumes of census data.
- **Development of user interface:** The agency will design an intuitive and user-friendly interface for interacting with the cross-tabulation module. This will include developing interactive features for selecting variables, defining filters, and customizing output formats (e.g. tables, charts, and graphs to present cross-tabulations results in a clear and informative manner).
- **Testing and quality assurance:** Working closely with the NSO census team and UNFPA, the agency will be responsible to conduct a thorough testing of the cross-tabulation module to verify its functionality, performance and reliability. This will entail performing unit testing, integration testing, and system testing to identify and address any defects or issues. This will also include conducting user acceptance testing and gathering feedback for further refinement.
- **Training and documentation:** The agency will provide training sessions for the NSO staff and other stakeholders on how to use the module effectively. The agency will also develop



comprehensive documentation including a user manual, technical guides and FAQs for the cross-tabulation module.

- **Deployment and support:** Working closely with the NSO census team, the agency will be responsible for deploying the cross-tabulation module to the production environment and ensure it is accessible to general users and a more advanced version for authorized users. This will also include providing technical support and troubleshooting support to address any issues or inquiries from users. In this regard, the NSO will ensure setting up parameters for levels of access for general users and authorized users for more advanced version.
- **Security and compliance:** Working closely with the NSO census team, the agency will prepare security measures to protect sensitive census data (a secure back end) and prevent unauthorized access or disclosure (confidentiality) and ensure compliance with the relevant data privacy regulations and standards governing the handling of census data as per the Statistical Act 2022. In this regard, this will also include conducting regular security audits and risk assessments to mitigate potential vulnerabilities.

d) Interactive tool that enables users to ask questions and extract answers based on the data

- Integrate a smart AI based search engine on the current census data visualization platform that allows users to conduct searches using natural language queries to access and analyze the census data effectively and efficiently. The tool should enable searching the website's data repository and deliver relevant results with visualizations or reports in a more user-friendly manner, thereby enhancing users' experience, making it easier for researchers, policymakers, and the general public to find relevant census data and insights without needing to navigate through complex databases.
- The agency will collaborate with a competent expert and or service provide to develop the backend Machine Learning component which generates the responses based on the questions. The agency will then be responsible for integration of the search element, designing the search UI and the results UI, as well as preparation of the data to be used for the search.

e) e-learning system

The thrust of the e-learning system will be on how to use the different features/modules of the expanded census data visualization platform that will encompass the elements including: automated container for data and visualization generation; interactive tool that enables users to ask questions and extract answers based on the data; and a cross-tabulation module. In this regard, therefore, the specific tasks will include:

- Prepare engaging and interactive training materials and resources on the use of the automated container.
- Facilitate virtual sessions to educate staff of government entities (cross-sectoral and across all administrative levels, including local levels) on how to use the automated container.
- Develop comprehensive documentation including a user manual, technical guides and FAQs for the cross-tabulation module. The agency will provide training sessions for the NSO staff and other stakeholders on how to use the module effectively. The module will be accessible to the public targeting diverse audiences and include multimedia elements to enhance learning effectiveness.
- Support to integrate the system with the Census Data Visualization Platform (<https://censusnepal.cbs.gov.np/results>) for seamless use. This will entail a thorough pre-testing to validate the functionality and usability of the system/tool.



- The system/user manual/guides will be developed in accordance with the NSO requirements.

f) Technical backstopping of the data visualization platform

This encompasses a range of tasks, from bug fixing and addressing data anomalies reported by the NSO to swiftly integrating new analyses and tables provided by the NSO providing guidance and assistance related to data and visualization, and ensuring the platform continues to empower users in their decision-making processes. The agency will document system problems faced during the period and develop documentation and organise an orientation for the NSO and hand over maintenance responsibility to the NSO by December 2024. The agency will support the NSO with guidance on how the system is panning out.

- Offer ongoing technical support to NSO staff and users, addressing any issues, questions, and enhancement requests related to the systems;
- Maintain a helpdesk or support ticketing system to efficiently manage and track user inquiries and resolutions;
- Monitor systems performance and usage metrics to identify potential bottleneck, resource constraints, or areas for improvement
- Implement performance optimizations, infrastructure upgrades, and scalability enhancements to ensure smooth operation of the systems.
- Regularly review and update security measures to protect the systems against potential threats, vulnerabilities, and compliance risks.
- Conduct security audits, penetration testing, and vulnerability assessments to proactively identify and mitigate security risk
- Plan and execute software updates in a controlled manner to minimize disruptions and ensure compatibility with existing configurations
- Implement robust backup and disaster recovery mechanisms to safeguard data and ensure business continuity in the event of system failures or disasters.
- Regularly test backup procedures and disaster recovery plans to verify their effectiveness and reliability.
- Maintain comprehensive documentation for the systems, including configuration guides, troubleshooting procedures, and best practices.
- Establish knowledge sharing practices within the NSO organization to facilitate internal support and knowledge transfer.
- Train and hand-over by October 2024 with a six month hand-holding period with monthly meetings to ensure the NSO is fully in control before the end of the contract (March 2025).

5. Expected Deliverables

a) Expanding content of the platform

- A mapping analysis to identify census variables that are not adequately represented in the current system;
- A list of variables to fill in the gaps identified through the mapping exercise to be included in the expanded platform;
- Enhanced platform tools with expanded contents as specified above but limited to (e.g. increased disaggregation by age and sex for individual data; data from the 2011 census where comparable with the 2021 census; visualization of the results/indicators measured through thematic analysis using interactive charts; population projections; community (ward level) survey; data on degree of urbanization; and results of small area estimations).
- Access to the csv files available.



b) Automated container for data and visualization generation

- An assessment of the requirements of government entities (cross-sectoral and across all administrative levels) to be included in the automated container.
- Design and implementation of an interface for government entities (cross-sectoral and across all administrative levels) to input their specific preferences.
- An Application Programming Interface (API) that will allow government entities (cross-sectoral and across all administrative levels, including local levels) to seamlessly embed generated census data, graphs, maps and infographics into their websites, databases and profiles.
- Training materials and resources (e.g. users' guidelines/manual documentation consistent with the system) on the use of the automated container.
- Facilitate sessions to educate staff of government entities (cross-sectoral and across all administrative levels, including local levels) on how to use the automated container.
- Source code and database backup for the applications made available to NSO and UNFPA.

c) Cross-tabulation module

- Requirement gathering and analysis conducted with the NSO and relevant stakeholders and the scope and complexity of the cross-tabulation module determined.
- System design and architecture of the cross-tabulation module, including database schema, data processing algorithms, and user interface.
- Scripts or pipelines for importing and integrating the census data into the cross-tabulation module developed.
- Cross-tabulation algorithms for generating cross-tabulations based on user-defined variables and criteria designed and implemented. This will include functionality to support various types of cross-tabulations, including frequency tables, and summary statistics as relevant.
- An intuitive and user-friendly interface for interacting with the cross-tabulation module designed. This will include developing interactive features for selecting variables, defining filters, and customizing output formats (e.g. tables, charts, and graphs to present cross-tabulations results).
- A thorough testing of the cross-tabulation module to verify its functionality, performance and reliability. This will entail performing unit testing, integration testing, and system testing to identify and address any defects or issues.
- A comprehensive documentation including user manual, technical guides and FAQs for the cross-tabulation module available. Inbuild an e-learning module on the users manual on using the module.
- Knowledge transfer/training sessions for the NSO staff and other stakeholders on how to use the module effectively provided.
- Deployed the cross-tabulation module to the production environment and ensured it is accessible to authorized users. Setting up parameters for levels of access for general users and authorized users for more advanced version ensured.
- Security measures to protect sensitive census data and prevent unauthorized access or disclosure and ensure compliance with the relevant data privacy regulations and standards governing the handling of census data. This will also include conducting regular security audits and risk assessments to mitigate potential vulnerabilities.
- Source code and database backup for the applications made available to NSO and UNFPA.
- Provide swift troubleshooting for any problems that may occur in the applications.



d) Interactive tool that enables users to ask questions and extract answers based on the data

- Natural language processing module capable of understanding and processing natural language queries.
- A query processing engine that can analyze users' queries, identify intent, and extract relevant keywords or entities.
- A data retrieval mechanism that fetches and retrieves data from the census dataset based on the processed users' queries.
- Algorithms and logic for generating accurate and relevant answers or insights based on the retrieved data and user queries.
- A user-friendly and interactive UI that allows users to input queries, visualize data, and extract answers effortlessly.
- A fully integrated interactive tools within the existing census data visualization platform, enabling users to seamlessly interact with data using natural language.

e) e-learning system/tools

- Engaging and interactive e-learning modules/tools (users manuals, technical guidelines and troubleshooting resources) including multi-media elements (e.g. videos) covering on how to use the major elements of the expanded data visualization platform (including automated container for data and visualization generation; interactive tool that enables users to ask questions and extract answers based on the data; and a cross-tabulation module).
- Knowledge transfer/training sessions provided for the NSO staff responsible for managing and administering the e-learning system/tools. This will also entail development of comprehensive and user-friendly user manuals, technical guides and troubleshooting resources.
- The e-learning tools integrated with the Census Data Visualization Platform (<https://censusnepal.cbs.gov.np/results>).
- Established a maintenance plan to ensure the e-learning system remains up-to-date and functional.

f) Technical backstopping of the data visualization platform

- Offered ongoing technical support to NSO staff and users, addressing any issues, questions, and enhancement requests related to the systems.
- A helpdesk or support ticketing system to efficiently manage and track user inquiries and resolutions maintained.
- Monitor systems performance and usage metrics to identify potential bottleneck, resource constraints, or areas for improvement.
- Performance optimizations, infrastructure upgrades, and scalability enhancements to ensure smooth operation of the systems implemented.
- Regularly reviewed and updated security measures to protect the systems against potential threats, vulnerabilities, and compliance risks.
- Security audits, penetration testing, and vulnerability assessments to proactively identify and mitigate security risk conducted and report available.
- Plan and execute software updates in a controlled manner to minimize disruptions and ensure compatibility with existing configurations.
- Robust backup and disaster recovery mechanisms to safeguard data and ensure business continuity in the event of system failures or disasters available.
- Backup procedures and disaster recovery plans to verify their effectiveness and reliability tested regularly.



- A comprehensive documentation for the systems, including configuration guides, troubleshooting procedures, and best practices maintained.
- Train and hand-over by October 2024 with a six-month hand-holding period with monthly meetings to ensure the NSO is fully in control before the end of the contract (March 2025).

6. Work Approach

A competent national agency will be selected through a competitive process to provide professional services for the development, operationalization and support management of the systems outlined above in the scope of work and tasks descriptions.

The selected agency will perform the tasks and activities as described in the scope of work and responsibilities. In doing so, the agency will work closely with a Working Group formed by NSO consisting of Census core team, IT Experts, Computer Officers and other relevant experts for the purpose of development, operationalization and management of the system. A detailed technical approach/methodology together with implementation (work) plan and management plan, specific deliverables and timelines pertaining to this assignment will be further discussed and agreed by the Agency with the NSO and UNFPA and relevant stakeholders.

The work progress will be monitored closely by a team of designated NSO and UNFPA officials.

7. Contract Management and Coordination

UNFPA will issue a Service Contract agreement with the successful Agency in line with technical and financial proposals. The Agency will work under the overall guidance of the UNFPA Census Coordinator and will closely coordinate with UNFPA and relevant NSO officials through a designated UNFPA technical staff member.

7.1 Assignment duration and deliverables schedule

The assignment for the development and submission of all the main deliverables should be completed as per the timelines below.

Main deliverables	Timelines
a) Expanding content of the platform	By mid-June 2024
b) Automated container for data and visualization generation	By July 2024
c) Cross-tabulation module	By mid-October 2024
d) Interactive tool that enables users to ask questions and extract answers based on the data	By mid-October 2024
e) e-learning system/tools	By mid-October 2024
f) Technical backstopping of the data visualization platform	Until March 2025

7.2 Payment Schedule

The remuneration/payment will be paid against the expected deliverables as per payment schedule to be specified in the Service Contract agreement.



7.3 Progress update and monitoring

The Agency should provide evidence-based work progress updates to NSO and UNFPA on a regular basis, at least once a month. The NSO and UNFPA will review the submitted progress report and deliverables and provide timely feedback. For the technical design and consultations, the Agency will work closely with the NSO Census team. UNFPA reserves the right to ensure the quality of deliverables submitted by the Agency and will request revisions until the deliverables are approved by NSO and UNFPA's technical team.

8. Institutional expertise, experience and details of team composition

The Agency will be identified based on demonstrated extensive knowledge and experience in developing applications for visualization of data, e-learning modules related to data, using appropriate infographics, graphs, charts and maps. More specifically, the successful agency should demonstrate the following capacities:

- A minimum of five years' experience in the field of software (web-based platform and mobile applications) development;
- Proven experience in at least two large scale or enterprise level databases development projects with multiple users' involvement in the MIS for Data Input and Report Production;
- Proven experience of working with government agencies (federal, provincial and local levels) in the areas of data collection, data processing, data dissemination and data/business workflow management in domain areas similar to the census or of the NSO;
- Experience of developing a similar kind of web application for database integration for government and non-government agencies nationally or internationally;
- Experience in consulting on and designing e-learning modules;
- Proven experience in large scale database processing and management is necessary;
- Proven experience in development and implementation of web-based systems and applications with secured login access to public/business organization/government entities for data submission including protection of confidentiality of data is necessary;
- The team shall comprise but not be limited to experts from the following fields:
 - Team Leader
 - Database Specialist
 - Census e-Learning Module Developer
 - Web based Application Developer
 - Mobile Application Developer
 - User Experience/Graphic Designer (UI/UX Designer)

Each of the experts shall have a strong background in the respective areas of their expertise. The experts will work closely and in tandem with the

Team Leader

- Master's degree in Information Technology, management or equivalent;
- Minimum five years of experience in relevant field as senior developer or Team Leader in project management;
- Good management, leadership, presentation and communication skills;
- Strong data analytics, processing and presentation skills;
- Involved in development of at least 5 web-based and applications systems;
- Should provide guidance to support the NSO team after the application is in place.



Database Specialist

- Master's degree in Statistics, Information Technology, or equivalent;
- Proficiency in designing relational databases- with demonstrated understanding of concepts such as table structures, primary and secondary keys, standardization, and indexing to create an efficient database schema.
- Track record of strong skills in SQL (Structure Query Language)- essential for writing complex querying to retrieve data for cross-tabulation analysis.
- A deep understanding of statistical methods and techniques- including hands-on knowledge of measures of central tendency, dispersion, correlation, regression analysis and hypothesis testing.
- Proven experience in data imputation/cleaning and preprocessing of large dataset for ensuring accuracy and consistency.
- Proficiency in programming languages (e.g. R or equivalent) for automating data processing tasks, building scripts for data management and creating custom analysis tools.
- Proficiency with cross-tabulation techniques- for organizing and summarizing census data into meaningful tables, categorizing data based on different variables and analyzing relationships between them.
- Proficiency in data visualization tools for creating visual representations of cross-tabulated data, such as charts, graphs and maps.
- Good knowledge of Database Management System platforms (e.g. MySQL, PostgreSQL, or Microsoft SQL Server)-essential for managing large datasets efficiently and securely.
- Good domain knowledge with understanding of large scale datasets will be an asset for interpreting the census data accurately and deriving meaningful insights.

Census e-Learning Module Developer

- At least a master degree in Statistics, Population Studies, Information Technology, or equivalent.
- Have a background in education, instructional technology, or a related field is desirable.
- Have a deep understanding of the census methodology, data collection, census data analysis and interpretation.
- Good knowledge about population demographics, statistical concepts, and the significance of census data for various applications.
- Have skills in structural design principles and methodologies- to be able to structure census e-learning module in a way that promotes engagement, comprehension, and retention among learners using selecting appropriate multimedia elements.
- Have experience in developing e-learning modules or on-line course- with familiarity with e-learning authoring tools, learning management systems (LMS), and multimedia content creation software. Experience with platforms like Moodle, Canvas, or Blackboard would be beneficial.
- Be proficient in content development, including writing clear and concise instructional materials, creating interactive exercises and activities, and selecting relevant examples and case studies to illustrate key concepts.
- Have knowledge of multimedia production techniques, including graphic design, audio/video editing, and animation, is valuable for creating engaging and visually appealing e-learning content.
- Be aware of accessibility standards and guidelines to ensure that the e-learning module is accessible to learners with disabilities.
- Strong project management and communication skills both in English and Nepali.



Web based Application Developer

- At least a Bachelor’s Degree in Computer Engineering/IT with 2 years of related experience;
- Proven experience in web-based application design and development.

Application Developer

- At least a Bachelor’s Degree in Computer Engineering/IT with 2 years of related experience;
- Proven experience in web-based and or mobile application design and development.

User experience/Graphic Designer

- At least a Bachelor’s Degree in Computer Engineering/IT with 2 years of related experience;
- Proven experience in designing user experience for web-based and or mobile applications.

9. Selection criteria

The Agency will be selected through a competitive bidding process. UNFPA will solicit technical and financial proposals from eligible consulting firms/institutions/organizations following UNFPA procurement policy. The Agency and Experts should be based in Nepal.

10. Use of software and copyright

NSO and UNFPA will have the exclusive rights to the copyright of all deliverables, including software and related guidelines, developed by the selected agency. In the event that the Agency would like to use the produced materials in its own events in future, a written approval from NSO and UNFPA will be required.



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

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



SECTION III: GENERAL CONDITIONS OF CONTRACT

UNFPA's General Conditions of Contract are available through the links below as well as attached as a separate PDF document in this RFP.

De Minimis Contracts (Low value Contracts)	For contract/PO, covering both goods and/or services	English	French	Spanish
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SECTION IV: UNFPA SPECIAL CONDITIONS OF CONTRACT

CONTRACT RATES	The rates charged for the services performed shall not be adjustable.
KEY PERFORMANCE INDICATORS	<p>Successful Bidder's performance will be monitored and evaluated by UNFPA on a half-yearly basis to enable the assessment on the effectiveness, efficiency and/or consistency of goods/services provided. The results of the evaluation will be communicated to the supplier to enable improvements. An extension of the contract will take into consideration results of performance evaluation(s). The evaluation will be based on, but not limited to, the following key performance indicators:</p> <p>Services:</p> <ul style="list-style-type: none"> ● Expected output achieved ● Satisfactory level of quality and technical competence ● Effective and timely communication and professionalism <p>Key performance indicators may be modified and/or added during the validity of this contract.</p>
PAYMENT TERMS	<p>UNFPA's policy is to pay for the performance of contractual services rendered and/or to effect payment upon the achievement of specific milestones described in the contract.</p> <p>UNFPA's policy is not to grant advance payments except in unusual situations where the potential supplier, whether a private firm, non-governmental organization or a government or other entity, specifies in the Bid that there are special circumstances warranting an advance payment. UNFPA will normally require a bank guarantee or other suitable security arrangement in such cases.</p> <p>Any request for an advance payment is to be justified and documented, and must be submitted with the Financial Bid. The justification shall explain the need for the advance payment, itemize the amount requested and provide a time schedule for utilization of said amount. Information about your financial status must be submitted, such as audited financial statements at 31 December of the previous year and include this documentation with your financial bid. Further information may be requested by UNFPA at the time of finalizing contract negotiations with the awarded Bidder.</p>
LIQUATED DAMAGES	In the event of a Contract being issued and in case the Vendor fails to deliver/perform the services in accordance to the milestones stipulated in the Contract and/or Purchase Order, UNFPA reserves the rights to claim liquidated damages from the Vendor and deduct 3% of the value of the services pursuant to the Purchase Order per additional week of delay, up to a maximum of 10% of the value of the Purchase Order. The



	payment or deduction of such liquidated damages shall not relieve the Vendor from any of its other obligations or liabilities pursuant to any current Contract or Purchase Order.
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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: De Minimis Contracts. (For this, use **SECTION VI – ANNEX B: BID SUBMISSION FORM**)

2. Legal status of the Bidder

1.1. 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)

1.2. 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 **SECTION II: TERMS OF REFERENCE (TOR)**

3. Bidder's eligibility

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

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



SECTION VI: BID AND RETURNABLE FORMS

Below find an overview of the attached Bidding and returnable forms required for the RFP.

Description		Status	Preferred file for submission
Annex A:	Bid Confirmation Form	Mandatory	PDF
Annex B:	Bid Submission Form	Mandatory	PDF
Annex C:	Bidder Identification Form	Mandatory	PDF
Annex D:	Bidder Declaration Form	Mandatory	PDF
Annex E:	Bidder's Previous Experience	Mandatory	PDF
Annex F:	Price Schedule Form	Mandatory	PDF & Excel
Annex G:	Joint Venture Partner Information Form	Choose an item.	PDF
Annex H:	Checklist of Bid Forms	Not Applicable	Not Applicable



SECTION VI – ANNEX A: BID CONFIRMATION FORM

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

To:	UNFPA Country Office, Nepal Prakash Rai	Date:	
		Email:	prai@unfpa.org
From:	<i>[Insert Company Name]</i>		
	<i>[Insert Contact person from Company]</i>		
	<i>[Insert Telephone number]</i>		
	<i>[Insert E-mail address of contact person]</i>		
	<i>[Insert Postal address of Company]</i>		
Subject:	UNFPA/NPL/RFP/24/002		

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

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

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

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

Name:		E-mail:	
Post Title:		Telephone	



SECTION VI – ANNEX B: BID SUBMISSION FORM

Date: [Insert Month, Day, Year]

To: UNFPA
UN House, Pulchowk, Lalitpur

The undersigned, having read the original RFP documents of UNFPA/NPL/RFP/24/002 including all Annexes, any subsequent revisions and all answers to the questions received from prospective Bidders posted on United Nations Global Marketplace in full before submitting, hereby offers to provide the services, in accordance with any specifications stated and subject to the terms and conditions set out or specified in the RFP documents.

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

Original term/condition per RFP UNFPA/NPL/RFP/24/002 and the subsequent revisions	Proposed deviation (alternate clause), by the undersigned	Reason for proposing alternate clause

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

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

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

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

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



SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM

UNFPA/NPL/RFP/24/002,

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

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

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



4. Contact details of persons that UNFPA may contact for requests for clarification during Bid evaluation

Name/Surname	
Telephone Number (direct)	
Email address (direct)	
Be advised that this person must be available during the two weeks following the Bid opening date.	

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



SECTION VI – ANNEX D: BIDDER DECLARATION FORM

UNFPA/NPL/RFP/24/002,

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

1.	The Company and its Management ⁴ have not been found guilty pursuant to a final judgement or a final administrative decision of any of the following:	YES	NO
	a. Fraud;	<input type="checkbox"/>	<input type="checkbox"/>
	b. Corruption;	<input type="checkbox"/>	<input type="checkbox"/>
	c. conduct related to a criminal organization;	<input type="checkbox"/>	<input type="checkbox"/>
	d. money laundering or terrorist financing;	<input type="checkbox"/>	<input type="checkbox"/>
	e. terrorist offences or offences linked to terrorist activities;	<input type="checkbox"/>	<input type="checkbox"/>
	f. sexual exploitation and abuse;	<input type="checkbox"/>	<input type="checkbox"/>
	g. child labour, forced labour, human trafficking; or	<input type="checkbox"/>	<input type="checkbox"/>
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Organization or its Management).	<input type="checkbox"/>	<input type="checkbox"/>
2.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct.	<input type="checkbox"/>	<input type="checkbox"/>

⁴ "Management" means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and all other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders.



3.	The Company and its Management are not: bankrupt, subject to insolvency or winding-up procedures, subject to the administration of assets by a liquidator or a court, in an arrangement with creditors, subject to a legal suspension of business activities, or in any analogous situation arising from a similar procedure provided for under applicable national law.	<input type="checkbox"/>	<input type="checkbox"/>
4.	The Company and its Management have not been the subject of a final judgment or a final administrative decision finding them in breach of their obligations relating to the payment of taxes or social security contributions.	<input type="checkbox"/>	<input type="checkbox"/>
5.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found they created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business (<i>creating a shell company</i>).	<input type="checkbox"/>	<input type="checkbox"/>
6.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found the Company was created with the intent referred to in point (5) (<i>being a shell company</i>).	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

Signature:

Date:

Name and Title:

Name of the Company:



UNGM N°:

Postal Address:

Email:



SECTION VI – ANNEX E: BIDDER’S PREVIOUS EXPERIENCE

Order No. & Date	Description ⁵	Client	Contact person, phone number, email address	Date of service		Contract Amount	Satisfactory completion
				From	To	(Currency)	

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

Signature and stamp of the Bidder:	
Name and title:	
Name of Company:	
Telephone:	
Email:	
Date:	

⁵ Please indicate relevant contracts to the one requested in the RFP.



SECTION VI – ANNEX F: PRICE SCHEDULE FORM

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

1. Submit this document in a separate email from the Technical Bid as indicated in Section I: Instructions to Bidders clause 19 Submission, sealing, and marking of Bids and in Annex I Instructions to Bidders.
2. All prices/rates Bid must be exclusive of all taxes, since UNFPA is exempt from taxes.
3. The Price Schedule Form must provide a detailed cost breakdown, as shown below. Provide separate figures for each of the steps in Item 1 below; estimates for out of pocket expenses should be listed separately in Item 2 below.
4. UNFPA anticipates awarding the project on a fixed-price basis. To complete an analysis of the Bid, firms are required to submit itemized pricing that identifies the people who will work on the project (including resumes), their billing rates, and the number of hours proposed for the project. Anticipated travel, lodging, and out-of-pocket expensed should be detailed as well.

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

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



SECTION VI – ANNEX G: JOINT VENTURE PARTNER INFORMATION FORM

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

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

UNFPA/NPL/RFP/24/002

Page _____ of _____ pages

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



SECTION VI – ANNEX H: CHECKLIST OF BID FORMS

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

ACTIVITY	LOCATION	YES/NO/ N/A	REMARKS
Have you read and understood all of the Instructions to Bidders in Section I of the Bidding documents?	SECTION I: INSTRUCTIONS TO BIDDERS		
Have you reviewed and agreed to the UNFPA General Conditions of Contracts?	SECTION III: GENERAL CONDITIONS OF CONTRACT		
Have you reviewed and agreed to the UNFPA Special Conditions for Contracts?	SECTION IV: UNFPA SPECIAL CONDITIONS OF CONTRACT		
Have you completed the Bid Submission Form?	SECTION VI – ANNEX B: BID SUBMISSION FORM		
Have you completed the Bidder's Identification Form?	SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM		
Have you completed the Bidder's Previous Experience Form?	SECTION VI – ANNEX E: BIDDER'S PREVIOUS EXPERIENCE		
Have you completed and signed the Price Schedule Form?	SECTION VI – ANNEX F: PRICE SCHEDULE FORM		
Have you completed the Joint Venture Partner Information Form?	SECTION VI – ANNEX G: JOINT VENTURE PARTNER INFORMATION FORM		
Have you reviewed all of the relevant Contract form(s)?	SECTION VII: CONTRACTUAL FORMS		
Have you prepared a copy of your company's registration in the country of operation?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you prepared a copy of the previous year's audited Company Balance Sheet and Financial Statements?	Section I: Instructions to Bidders, clause & SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you provided written confirmation that your company is neither suspended by the United	SECTION VI – ANNEX B: BID SUBMISSION FORM		



Nations system nor debarred by the World Bank Group?	& Section I: Instructions to Bidders clause 2.4		
Have you reviewed the UN Global Compact requirements?	Section I: Instructions to Bidders, clause 38		
Have you sealed and marked the Bids according to Instructions to Bidders clause 20.3 (electronic Bids) or clause 20.4 (hard copy Bids) or clause 20 (Submission through an online system)?	Section I: Instructions to Bidders, clause 19.3 & 19.4		
If submitted electronically through email, is the file size of the Bid less than 8MB? (If the file size is above 8 MB, refer to Instructions to Bidders clause 20.3.3)	Section I: Instructions to Bidders, clause 19.3.3		
Have you noted the Bid closing deadline?	Invitation letter Number 4		
Have you provided information on Supplier Qualification Requirements?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS & SECTION VI – ANNEX B: BID SUBMISSION FORM		
Have you provided evidence that the Bidder has successfully completed at least one similar contract within the last five years for supply of goods/services?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you provided sufficient documentation of your company's ability to undertake the services, i.e., <ul style="list-style-type: none"> - List of similar contracts/LTAs executed for other clients including contact details. - Evidence that the Bidder possesses experience in the geographical area. - At least three years of experience in performing similar contracts/Long Terms Agreements 	SECTION VI – ANNEX E: BIDDER'S PREVIOUS EXPERIENCE & SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		



<p>Have you provided sufficient documentation of your company's managerial capability?</p> <ul style="list-style-type: none"> - Details of company's managerial structure. - Quality assurance systems in place. 	<p>SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM</p>		
<p>Have you supplied clients' certificates in support of the satisfactory operation of the goods/services as specified above?</p>	<p>SECTION VI – ANNEX E: BIDDER'S PREVIOUS EXPERIENCE</p>		
<p>Have you checked Section I: Instructions to Bidders, clauses, 17 & 18 and provided all requested documentation in the correct formats?</p>	<p>Section I: Instructions to Bidders, clauses 17 & 18</p>		



SECTION VII: CONTRACTUAL FORMS

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

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



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



GENERAL CONDITIONS OF CONTRACT

DE MINIMIS CONTRACTS

1. **LEGAL STATUS OF THE PARTIES:** The Contractor shall be considered as having the legal status of an independent contractor *vis-à-vis* UNFPA. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNFPA.
2. **RESPONSIBILITY FOR EMPLOYEES:** The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.
3. **ASSIGNMENT:** The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNFPA.
4. **SUBCONTRACTING:** In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNFPA for all sub-contractors. The approval of UNFPA of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.
5. **INDEMNIFICATION:** The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNFPA, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, *inter alia*, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.
6. **INSURANCE AND LIABILITY:**
 - 6.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
 - 6.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
 - 6.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
 - 6.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 6.4.1 Name UNFPA as additional insured;
 - 6.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNFPA;
 - 6.4.3 Provide that UNFPA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
 - 6.5 The Contractor shall, upon request, provide UNFPA with satisfactory evidence of the insurance required under this Article 6.
7. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNFPA against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNFPA.

8. **EQUIPMENT FURNISHED BY UNFPA TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNFPA to the Contractor for the performance of any obligations under the Contract shall rest with UNFPA, and any such equipment shall be returned to UNFPA at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNFPA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNFPA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
9. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
- 9.1 Except as is otherwise expressly provided in writing in the Contract, UNFPA shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNFPA under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNFPA.
- 9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNFPA does not and shall not claim any ownership interest thereto, and the Contractor grants to UNFPA a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 9.3 At the request of UNFPA, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNFPA in compliance with the requirements of the applicable law and of the Contract.
- 9.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNFPA, shall be made available for use or inspection by UNFPA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNFPA authorized officials on completion of work under the Contract.
10. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNFPA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations and UNFPA, or any abbreviation of the name of the United Nations and UNFPA in connection with its business or otherwise without the written permission 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 UNFPA, 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 this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.
- 13.2 UNFPA may terminate forthwith this Contract at any time should the mandate or its funding be curtailed or terminated, in which case the Contractor shall be reimbursed by UNFPA for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 13.3 In the event of any termination by UNFPA under this Article, no payment shall be due from UNFPA to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 13.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNFPA may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UNFPA of the occurrence of any of the above events.
- 13.5 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 the 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:** 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 this 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 this Contract shall be valid and enforceable against UNFPA unless provided by an amendment to this Contract signed by the Contractor and the Chief of the Procurement Services Branch of UNFPA or such other contracting authority.

20. AUDITS AND INVESTIGATIONS:

- 20.1 Each invoice paid by UNFPA shall be subject to a post-payment audit by auditors, whether internal or external, of UNFPA or the United Nations or by other authorized and qualified agents of UNFPA or the United Nations at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNFPA shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNFPA other than in accordance with the terms and conditions of the Contract.
- 20.2 UNFPA may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.
- 20.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNFPA access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNFPA or the United Nations hereunder.

21. LIMITATION ON ACTIONS:

- 21.1 Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 16.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.
- 21.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

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

23. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNFPA in connection with the performance of its obligations under the Contract. Should any authority external to UNFPA seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNFPA and provide all reasonable assistance required by UNFPA. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNFPA, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the United Nations and UNFPA.
24. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UNFPA any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UNFPA or the award thereof or for any other purpose intended to gain an advantage for the Contractor.
25. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNFPA, as such obligations are set forth in the United Nations and UNFPA vendor registration procedures.
26. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
27. **MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.
28. **SEXUAL EXPLOITATION:**
- 28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.
- 28.2 UNFPA shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

– oOOo –

Note to UNFPA User: Please use the below guidance for the creation of the Contract N°	
CCC	This indicates the Country in which the tender process is being carried out in, the procurement official should replace these with their 3 digit country identifier, in case of not know, please reference the ISO 3 Digit Country Codes
YY	This indicates the year in which the process is being carried out, the procurement official should replace with the last two digits of the current year.
NNN	This represents the consecutive number of process which the office is carrying out in the year, procurement officials must assure to have log of processes and assign numbers accordingly.

CONTRACT N° UNFPA/[CCC]/PSC/[YY]/[NNN]

BETWEEN THE

UNITED NATIONS POPULATION FUND

AND

[INSERT NAME OF CONTRACTOR]

FOR THE PROVISION OF [DESCRIBE SERVICES]

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

WITNESSETH

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

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

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

ARTICLE 1 CONTRACT DOCUMENTS

Contract [N° UNFPA/[CCC]/PSC/[YY]/[XXX]]

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

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

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

1.2.1	First, this document;
1.2.2	Second, Annex A;
1.2.3	Third, Annex B, [and]
1.2.4	[Fourth, Annex C – <i>delete is not applicable</i>]

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

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

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

ARTICLE 2 COMMENCEMENT DATE; CONTRACT TERM

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

ARTICLE 3 OBLIGATIONS OF THE CONTRACTOR

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

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

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

DELIVERABLES	DEADLINE	RESPONSIBILITIES OF UNFPA	RESPONSIBILITIES OF THE CONTRACTOR

3.2 Unless otherwise provided for in this Contract the Contractor shall furnish all technical and administrative support, human resources, materials and equipment necessary to ensure the timely and satisfactory performance of the Services.

3.3 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by mail and email to the address specified in Article 8.2 of this Contract.

3.4 The Contractor represents and warrants the accuracy of any information or data provided to UNFPA for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

3.5 The Contractor will maintain, within the Contract Term, detailed financial records, which clearly identify all funds received from UNFPA and expended by the Contractor for the implementation of the Contract. The Contractor is also required to ensure that adequate systems of internal control are put in place to ensure the financial management of this Contract is conducted with the required level of due diligence.

**ARTICLE 4
PAYMENT AND FEE**

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

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

pls. delete below sentence and payment schedule.

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

PAYMENT DUE DATE	PAYMENT AMOUNT	BALANCE

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

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

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

**ARTICLE 5
SPECIAL CONDITIONS**

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

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

5.1 The Parties agree that [Insert article] of the UNFPA General Conditions shall be amended Contract [Nº UNFPA/CCC/PSC/YY/XXX]

to read as follows: **[Insert wording of amended article]**.

5.2 The Parties agree (...).]

Utilize this wording option if no special conditions apply:

5.3 No special conditions shall apply.

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

ARTICLE 6 SECURITY

6.1 The Contractor shall be fully responsible for the safety and security of its personnel and for the safekeeping of all assets, equipment and supplies in the custody of the Contractor or its personnel (as this term is referred to in Article 2 of the General Conditions).

6.2 The Contractor shall:

- 6.2.1 Put in place and maintain its own security plan, taking into account the security situation in the country where the Services are being provided;
- 6.2.2 Assume all risks and liabilities related to the Contractor's security, assets entrusted to it by UNFPA and the full implementation of its own security plan.

6.3 The Contractor and its personnel are neither subject to, nor obliged to adhere to the United Nations Security Management policies and procedures, except insofar as they relate to the utilization of UNFPA's assets, equipment and supplies, or as required to perform the Services under this Contract.

6.4 UNFPA may lend reasonable assistance, when possible and to the extent feasible, to the Contractor and its personnel. Any travel or financial assistance provided shall be on a space-available and reimbursable basis.

6.5 UNFPA may, at its sole discretion, consent to the inclusion of the Contractor and its personnel in the UNFPA security plan to the extent that it applies within the country where the Services are being provided on the same terms that are offered to implementing partners of UNFPA. Notwithstanding this provision, the Contractor acknowledges and agrees that the UNFPA shall have no obligation to evacuate personnel from the country where the Services are being provided in case of emergency or due to security developments.

6.6 Notwithstanding the foregoing, the Contractor acknowledges and agrees that the UNFPA shall not be liable to the Contractor, or its personnel, in connection with the provision, or

failure to provide, any security assistance pursuant to this Article 6.1, or otherwise, and the Contractor shall indemnify, defend, hold and save harmless the UNFPA and its officials, employees and agents from and against any claim or liability of any nature arising in respect of any safety or security related incident, including without limitation, the death, injury or illness of any personnel, or the loss, damage, destruction, sabotage or theft of any assets, equipment or supplies in the custody of the Contractor or its personnel. The foregoing indemnity is without prejudice to any other indemnity provided by the Contractor, or any other rights or remedies of the UNFPA, under this Contract.

- 6.7 Upon the Contractor's request, UNFPA may provide security advisory information to the Contractor.

ARTICLE 7 REVIEW; IMPROPER PERFORMANCE

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

inspection, shall relieve the Contractor of any of its warranty or other obligations under this Contract.

**ARTICLE 8
MISCELLANEOUS**

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

For UNFPA:

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

For the Contractor:

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

- 8.3 If any provision of this Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

- 8.4 Neither the Contractor nor any of its personnel (as this term is referred to in Article 2 of the General Conditions) shall engage in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices ("Proscribed Practices"). In the event of any Proscribed Practice, in addition to any other rights or remedies available to UNFPA under this Contract, the Contractor may, inter alia, be declared ineligible to continue business with UNFPA.

8.5 For purposes of this Contract, the following shall apply:

- 8.5.1 "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official;
- 8.5.2 "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;
- 8.5.3 "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- 8.5.4 "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;
- 8.5.5 "Obstructive practice" means any act or omission intended to materially impede the exercise of contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to an investigation into allegations of fraud and corruption;
- 8.5.6 "Unethical practice" means any conduct or behaviour that is contrary to staff or supplier codes of conduct, such as those relating to conflict of interest, gifts and hospitality, post-employment provisions, abuse of authority and harassment.

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

8.7 The Contractor acknowledges that the following vendors are considered ineligible for the award of any contract by UNFPA:

- 8.7.1 Vendors suspended or removed from the UN Procurement Division vendors' list;
- 8.7.2 Vendors declared ineligible by any UN organization;
- 8.7.3 Vendors included on the World Bank's listing of ineligible firms;
- 8.7.4 Vendors included on the list maintained pursuant to the UN Security Council resolution 1267.

8.8 During the validity of this Contract, the Contractor shall inform UNFPA promptly and without delay by written notice if it or any of its principal officers have been included in any of the lists or listings referred to in Article 8.7 or if it or any of its principal officers have otherwise been declared ineligible for the award of any contract by any UN organization. Failure to fulfill this requirement will be considered as a breach of this Contract that entitles UNFPA to terminate this Contract forthwith.

8.9 By signing this Contract, the Contractor agrees that UNFPA is free to disclose this Contract to other UN agencies.

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

For UNFPA		For [Contractor]	
Signature		Signature	
Name:		Name:	
Title		Title	
Date:		Date:	

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

ANNEX A

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

ANNEX B

TERMS OF REFERENCE