



United Nations Population Fund

Moldova Country Office

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18 February 2021

## REQUEST FOR PROPOSAL (RFP) RFP Number UNFPA/MDA/RFP/21/002

For the establishment of a:

### CONTRACT FOR PROFESSIONAL SERVICES

In regards to:

SUPPLY/PROVISION OF SERVICES to CHISINAU, REPUBLIC OF MOLDOVA

**IMPORTANT NOTE: The present RFP No. UNFPA/MDA/RFP/21/002 is a re-launch of the old RFP No. UNFPA/MDA/RFP/21/001 to allow for an increased number of suppliers to submit their proposals by the submission deadline indicated in the present RFP. All bidders who submitted a proposal are requested to resubmit their proposals against the new RFP No. UNFPA/MDA/RFP/21/002.**

## 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: **develop and implement the Cervical Screening Registry**. 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 email inbox no later than Thursday, 4 March 2021, at 16:30 (Moldova local time)<sup>1</sup>:**

You must submit your Bid electronically. Your Technical Bid and Financial Bid should be submitted in separate emails in accordance to clause 20.3 Submission of electronic Bids, should reach the email inbox of [tender.mda@unfpa.org](mailto:tender.mda@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: **Mr. Alexandru Rusu, UNFPA Administrative Associate / Procurement Focal Point** at email: [rusu@unfpa.org](mailto:rusu@unfpa.org) **no later than Wednesday, 3 March 2021 at 15:00 (Moldova local time)** and indicate whether or not a Bid shall be submitted. Bidders that will not submit a Bid are kindly asked to indicate the reason(s) for not bidding on the Bid Confirmation Form to help UNFPA improve its future Bid exercises.
7. Any questions relating to the Bid process and/or to the attached documents shall be sent to: **Mr. Alexandru Rusu, UNFPA Administrative Associate / Procurement Focal Point** at email: [rusu@unfpa.org](mailto:rusu@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.

Yours sincerely,

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



DocuSigned by: <i>Alexandru Rusu</i> FFF4E8AF01EB4A5...
<b>Alexandru Rusu,</b> <b>UNFPA Administrative Associate /</b> <b>Procurement Focal Point</b> <b>UNFPA Moldova Country Office</b>
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<b>Nigina Abaszada,</b> <b>UNFPA Representative</b> <b>UNFPA Moldova Country Office</b>



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## SECTION I: INSTRUCTIONS TO BIDDERS

### A. INTRODUCTION

#### 1. General

- 1.1. UNFPA's Procurement Services Branch wishes to establish a contract for professional services with a qualified supplier(s) for the provision of services: **develop and implement the Cervical Screening Registry** in support of UNFPA's Programmes located in the Republic of Moldova.
- 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 the Republic of Moldova, that wishes to avail itself of such terms, after written consent from UNFPA Moldova CO;
  - 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 Republic of Moldova, 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 \(UNGMP\)](#) as a result of having committed fraudulent activities;
  - 2.4.3. Included on the [UN 1267 list](#) issued by the Security Council resolution 1267 that establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;
  - 2.4.4. Debarred by the World Bank Group in accordance with the [WB Listing of Ineligible Firms & Individuals](#) and the [WB Corporate Procurement Listing of Non-Responsible Vendors](#).
- 2.5. All Bidders must adhere to the UN Supplier Code of Conduct, which may be found by clicking on [UN Supplier Code of Conduct](#).
- 2.6. Accordingly, any company that is found to have undertaken unethical, unprofessional, or fraudulent activities, as defined in clause 4, will be temporarily suspended or permanently debarred from business relations with UNFPA
- 2.7. Bids may be submitted by a Joint Venture (JV). In the case of a JV:
  - 2.7.1. The completed Joint Venture Partner Information Form, SECTION VI – ANNEX F: JOINT VENTURE PARTNER INFORMATION FORM, must be included with the Bid; and
  - 2.7.2. All parties to the JV shall be jointly and severally liable; and
  - 2.7.3. The JV must nominate a Representative, who will have the authority to conduct all businesses for and on behalf of all parties of the JV during the Bidding process, and, if the JV is awarded a contract, during the validity of the contract.

### **3. Cost of Bid**

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

### **4. Fraud and Corruption**

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



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

## **5. Zero Tolerance**

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

## **6. Disclaimer**

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





## B. SOLICITATION DOCUMENTS

### 7. UNFPA Bidding document

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

7.2. Bidding documents consists of the following:

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

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:

**Alexandru Rusu, UNFPA Administrative Associate / Procurement Focal Point** at email: [rusu@unfpa.org](mailto:rusu@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, 25 February 2021, at 23:59 (Moldova local time)<sup>2</sup>.**

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

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



the sources) to all prospective Bidders that have received the Bid documents. A copy of the questions and UNFPA's answers will also be posted on UNGM, ([www.ungm.org](http://www.ungm.org)).

- 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 E: PRICE SCHEDULE FORM the unit of measure, the unit price and total Bid price of the goods and/or services (where applicable) it proposes to supply under the contract.

### 12. Conversion to single currency

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

### 13. Most favored pricing

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

### 14. Validity of Bids

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



## 15. Bidders' conference

- 15.1. A Bidders' conference may be conducted at UNFPA's discretion. All Bidders will be encouraged to attend. Non-attendance, however, will not result in disqualification of an interested Bidder. Minutes of the Bidders' conference will be either posted on UNGM or e-mailed to the Bidders that have confirmed participation or expressed interest in the Bid. Verbal statements made during the Bidders' conference will not modify the terms and conditions of the RFP, unless such statements are specifically written in the minutes of the Bidder conference or issued as an amendment to the Bid documents and posted on UNGM.
- 15.2. When appropriate, a Bidders' conference will be conducted at the date, time and location specified in Section II – Terms of Reference.

## D. SUBMISSION OF BIDS

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

- 16.1. Evidence of conformity of the goods/services to the Bidding documents may include the following documentation as described in clauses 17 Technical Bid and 17.1.7 Financial Bid, to be completed and returned in hard copies or in electronic format depending on the submission approach selected.
- 16.2. Submission of a Bid that does not substantially respond to the UNFPA Bid document in every respect shall be at the Bidder's risk and may result in a rejection of the Bid.

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

### 17. Technical Bid

- 17.1. Documents establishing the eligibility of the Technical Bid:
- 17.1.1. Completed and signed Bid Submission Form; SECTION VI – ANNEX B: BID SUBMISSION FORM, in PDF format. Note: if the bid submission form is not submitted or not signed, and provided the bidder has not indicated they do not accept any of the conditions required in this form, UNFPA shall consider that the bidder has accepted all such conditions. For the sake of good order, at the time of bid evaluation UNFPA will request the bidder to provide the signed Bid Submission Form.
  - 17.1.2. Completed Bidder Identification Form; SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM in PDF format.
  - 17.1.3. Completed Bidder's Previous Experience; SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE in PDF format.
  - 17.1.4. Technical Bid, including documentation to demonstrate that the Bidder meets all requirements. The Technical Bid should be presented concisely and structured to include but not necessarily be limited to the information listed in SECTION II – ANNEX A: INSTRUCTIONS FOR PREPARING TECHNICAL BID in PDF format
  - 17.1.5. Supporting documents/information per the Supplier Qualification Requirements; SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS
  - 17.1.6. Completed Joint Venture Partner Information Form; SECTION VI – ANNEX F: JOINT VENTURE PARTNER INFORMATION FORM in PDF format.
  - 17.1.7. Copy of last **three years of audited financial statements**.



## 18. Financial Bid

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

## 19. Partial & Alternative Bids

- 19.1. Partial Bids are not allowed under this RFP. UNFPA reserves the right to select and accept a part or parts of any Bid.
- 19.2. Alternative bids are accepted.

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

- 20.1. The Bid process shall be conducted through a TWO-envelope system. Interested Bidders are requested to submit their Technical Bid separately from their Financial Bid containing price information.
- 20.2. **Only electronic submissions are accepted:**
- 20.2.1. Electronic Bids may be submitted via email in accordance with the guidelines provided in clause 20.3.
  - 20.2.2. In accordance with UNFPA's green procurement initiative, electronic submissions are strongly encouraged.
- 20.3. **Submission of electronic Bids**
- 20.3.1. Bidders must enter the following text in the subject line: **UNFPA/MDA/RFP/21/002, Company Name**, and specify **"Technical Bid"** or **"Financial Bid"**. Example below:
    - 20.3.1.1. **UNFPA/MDA/RFP/21/002 [Company name], Technical Bid email X**
    - 20.3.1.2. **UNFPA/MDA/RFP/21/002 [Company name], Financial Bid**
    - 20.3.1.3. Submissions without this text in the subject line may be rejected.
  - 20.3.2. Electronic submissions must be sent only to [tender.mda@unfpa.org](mailto:tender.mda@unfpa.org) Bids received at [tender.mda@unfpa.org](mailto:tender.mda@unfpa.org) mailbox shall not be opened before the scheduled opening date. Sending the Bid to any other email address, including as a carbon copy (cc), will violate confidentiality and result in the invalidation of the Bid.
  - 20.3.3. The total size of the email submission must **not exceed 20 MB**, including e-mail body, attachments, and headers.



20.3.4. It is recommended that the entire Bid be consolidated into as few attachments as possible, in commonly-used file formats in accordance to what has been stated in clauses 17 & 17.1.7. If the Bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. Multiple emails must be clearly identified by indicating in the subject line “email X” sequentially, and the final “email Y – final”.

20.3.5. It is the Bidder’s responsibility to ensure that Bids sent by email are received by the submission deadline. Bidders will receive an auto-reply acknowledging the receipt of each email when it is received by UNFPA’s email system. If you do not receive an auto-reply, inform **Mr. Alexandru Rusu, UNFPA Administrative Associate / Procurement Focal Point** at email: [rusu@unfpa.org](mailto:rusu@unfpa.org)

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

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

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

## 22. Modification and withdrawal of Bids

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

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

22.3. Any proposed modification, substitution or withdrawal must be submitted in accordance to clause 20 - Submission, sealing and marking of Bids based on the approach utilized. The respective email shall be clearly marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”. Any revision to the Bid must be received by the deadline.

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

## 23. Storage of Bids

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

## E. BID OPENING AND EVALUATION

### 24. Bid opening

24.1. UNFPA will conduct an **internal online Bid opening on Friday, 5 March 2021 at 10:00 (Moldova local time)<sup>3</sup> via ZOOM Video-conferencing.**

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



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

## **25. Clarification of Bids**

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

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

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



- 26.4.1.3. Non submission of non-historical documents (documents that should be specifically prepared by the Bidder in response to this RFP) by the bid submission deadline.
- 26.4.1.4. Non-eligibility of the Bidder;
- 26.4.1.5. Financial information is included in the Technical Bid.
- 26.4.2. During technical evaluation of Bids and qualification of Bidders:
  - 26.4.2.1. Bids do not reach the minimum threshold on technical score.
  - 26.4.2.2. The Bidder does not meet the minimum conditions for qualification.
- 26.4.3. During Financial evaluation of Bids:
  - 26.4.3.1. The Bidder does not accept the required price correction in accordance to Section I: Instructions to Bidders, clause 27.1.3
  - 26.4.3.2. Required price components are missing;
  - 26.4.3.3. The Bidder offers less quantity than what is required
- 26.5. If a Bid is not substantially responsive to the Bidding documents, it shall be rejected by UNFPA and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

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

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

## 28. Evaluation of Bids

- 28.1. The evaluation of the Bids will be carried out in a two-step process by an evaluation panel, with evaluation of the Technical Bid being completed prior to any Financial Bid being opened and compared.
- 28.2. The Financial Bid will be opened only for those Bidders, where Technical Bids reach a **minimum score of 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.





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

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

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

## **29. Technical evaluation**

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





Criteria	[A] Maximum Points	[B] Points attained by the Bidder	[C] Weighting %	[B] x [C] = [D] Total Points
1. Technical approach and methodology – understanding nature and scope of work	100		20%	
2. Implementation (work) plan and management plan	100		20%	
3. Specific experience and expertise relevant to the assignment <ul style="list-style-type: none"> <li>• Proved experience in operation for at least five (5) years with main part of its business being the development of Information Technology (IT) Systems, including software and services;</li> <li>• Proved experience in conducting at least two (2) contracts of similar complexity in the last three (3) years;</li> <li>• Proved experience in software development in health sector.</li> </ul>	100		25%	
4. Customer Satisfaction/Quality Programme of the Company: <ul style="list-style-type: none"> <li>• At least 2 confirmations</li> </ul>	100		15%	
5. Organization and staffing The Company shall provide a team of the following key experts and their CVs: <ul style="list-style-type: none"> <li>• Key expert 1. Team Leader</li> <li>• Key expert 2. Software Developer</li> <li>• Key expert 3. Software Developer</li> <li>• Key expert 4. Software Developer</li> <li>• Key expert 5. Software Tester</li> <li>• Key expert 6. Trainer</li> </ul> Experts will be assessed as per the qualification requirements included in the ToR.	100		20%	
<b>GRAND TOTAL ALL CRITERIA</b>	<b>500</b>		<b>100%</b>	

## 29.2. Scoring Scale System

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



Degree to which the Terms of Reference requirements are met based on evidence included in the Bid submitted	Points out of 100
Significantly exceeds the requirements	90 – 100
Exceeds the requirements	80 – 89
Meets the requirements	70 – 79
Partially meets the requirements	1 – 69
Does not meet the requirements or no information provided to assess compliance with the requirements	0

### 30. Supplier qualification requirements

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

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

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

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

### 31. Financial evaluation

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



described in clause 30. Proposals failing to obtain this minimum technical threshold or those which will not be considered qualified through the supplier qualification process will not be eligible for further consideration.

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

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

### 32. Total score

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

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

## F. AWARD OF CONTRACT AND FINAL CONSIDERATIONS

### 33. Award of Contract

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

### 34. Rejection of Bids and annulments

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

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

- 35.1. At the time of award of the contract UNFPA reserves the right to vary the quantity of 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.
- 35.2. UNFPA reserves the right to negotiate the price with the Bid winner before awarding the contract to ensure that the Financial Bid is competitive on all aspects of the price.
- 35.2.1. The purpose of negotiations of offers selected based on the 'cumulative analysis methodology' is to ensure that the technical proposal is in line with requirements and that the financial proposal is competitive on all aspects of the price.



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

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

36.1. The procurement official will send the successful Bidder(s) the contract for professional services for a fixed contract value, which constitutes notification of award. Successful Bidder(s) shall sign and date the contract, and return it to UNFPA within 10 calendar days of receipt of the contract. To facilitate the process of signing the contract, Bidders are expected to have reviewed the template of Contract for Professional Services, found in SECTION VII – 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.

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

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

37.1. UNFPA will publish the following contract award information on United Nations Global Marketplace <http://www.ungm.org>, unless it is deemed to be in the interest of UNFPA not to do so: Purchase Order reference Number, Description of the Goods or Services procured, Beneficiary Country, Supplier Name and Country, Contract amount and the issue date of the contract/purchase order.

### **38. Payment Provisions**

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

### **39. Bid protest**

39.1. Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of contract may complain to the UNFPA Head of the Business Unit, Ms. Nigina Abaszada, UNFPA Representative at [abaszade@unfpa.org](mailto:abaszade@unfpa.org). Should the supplier be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the supplier may contact the Chief of the Procurement Services Branch at [procurement@unfpa.org](mailto:procurement@unfpa.org).

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

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



## **SECTION II: TERMS OF REFERENCE (TOR)**

### **for the development of the Cervical Screening Registry**

Approved by the Ministry of Health, Labor and Social Protection of the Republic of Moldova (letter nr. 06/6859 as of 08.12.2020)

<b>Title</b>	Company to develop and implement the Cervical Screening Registry
<b>Duty Station</b>	Republic of Moldova
<b>Duration</b>	5 months
<b>Contractor</b>	UNFPA Moldova Country Office
<b>Beneficiary</b>	Ministry of Health, Labor and Social Protection
<b>UNFPA Strategic Plan Outcome</b>	Sexual and Reproductive Health
<b>UNDAF Outcome</b>	The people of Moldova, in particular, the most vulnerable, demand and benefit from gender-sensitive and human rights-based, inclusive, effective and equitable education, health and social policies and services
<b>UNFPA Country Programme Output</b>	Enhanced health system capacity to develop and implement policies and programmes at all levels that ensure equal access to high-quality sexual and reproductive health and reproductive rights services, including commodities by those women, adolescents and youths left furthers behind, including in humanitarian settings
<b>Funding</b>	“Cervical Cancer Prevention in Moldova” Project, co-financed by UNFPA, United Nations Population Fund, and SDC, Swiss Agency for Development and Cooperation/ Swiss Cooperation Office in Moldova
<b>Budget range:</b>	<b>100,000.00 – 150,000.00 USD</b>

#### **I. BACKGROUND**

UNFPA is the United Nations sexual and reproductive health agency with the main mission to deliver a world where every pregnancy is wanted, every childbirth is safe and every young person’s potential is fulfilled. UNFPA works with governments and partners to promote universal access to quality, integrated sexual and reproductive health services. UNFPA also promotes comprehensive sexuality education and youth leadership, which empower young people to exercise autonomy, choice and participation with regard to their sexual and reproductive health and rights. UNFPA partners with governments and others



to strengthen health systems, train health workers and improve access to the full range of reproductive health. UNFPA also helps to engage men and boys to advance gender equality.

UNFPA has been actively engaged in supporting the Government's efforts to implement an effective cervical screening program and strengthen national capacities in this field, taking into account that cervical cancer remains among the leading causes of cancer deaths in women at the country level. It is affecting especially young women of 35- 45 years old, when they are at the top of their professional careers and carrying for their families, thus the social impact of cervical cancer is greatly increased because it removes mothers from their families and workers from the economy. At the same time, cervical cancer is a type of cancer that can be easily prevented through HPV vaccination in adolescence and cervical screening once in 3 years done at the family doctor for women aged 25-61 years.

In the past years, a series of interventions were supported at the national level by the United Nations Population Fund (UNFPA), in partnership with Swiss Agency for Development and Cooperation (SDC), International Cervical Cancer Prevention Association (ICCPA), RoAid, Government of Japan and other partners, under the leadership of the Ministry of Health, Labor and Social Protection of the Republic of Moldova, to implement a series of activities in the framework of Cervical Cancer Prevention in Moldova Project. The main activities include, but are not limited to, the following activities:

- Cervical Screening Coordination Unit and the National Referral Colposcopy Centre, both established within the Mother and Child Institute;
- Curricula for cervical screening training (for family doctors, specialists in cytology, histopathology and colposcopy) developed in line with international recommendation and integrated in the program of medical education institutions;
- Standard for operation and functioning of cervical screening services in the Republic of Moldova developed and approved;
- Medical specialists from different levels (Primary Health Care, cytologists, histopathologists, colposcopists) trained in cervical screening in line with international recommendations;
- Medical equipment purchased and installed: Histopathology laboratory of the Mother and Child Institute and the Morfopathology Department of the Republican Clinical Hospital were endowed with financial support from SDC; RoAid financially contributed to the endowment of Cytology Laboratory from the Republican Clinical Diagnostic Centre. Colposcopy equipment was also purchased with financial support from the Japanese Embassy in Chisinau and installed in the National Referral Colposcopy Centre.
- 10 gynecological examination simulators were procured with RoAid support and distributed to all medical education institutions (university and colleges) in order to be used for development of practical skills of medical personnel for taking quality cervical smears at the PHC level in the framework of cervical screening;
- Baseline KAP Study conducted in 2018 to assess the knowledge, attitudes, and practices related to cervical cancer prevention and particularly to cervical screening;
- Post-intervention KAP Study to be conducted in 2020 in order to compare obtained data with those collected in 2018 to evaluate the possible changes in dynamic occurred on the national level with reference to the access to and quality of cervical screening services;
- Nationwide communication campaign on cervical cancer prevention implemented.



One of the most important interventions is development and implementation of a Cervical Screening Registry that would ensure an organized cervical screening program as an integral part of the informational system established on the level of Primary Health Care. Organized cervical screening program is a cancer prevention method by detecting and treating abnormalities at an early stage, which, if untreated, could develop into cervical cancer. The risk of invasive cervical cancer is reduced by 90% in women participating regularly in organized programs. This means that 9 out of 10 invasive cancer cases can be prevented by screening. Taking part in the screening reduces significantly the risk of death from cervical cancer. In this context, it is important for doctors to ensure recruitment of women to be subject to cervical screening. It is absolutely necessary for the doctor to have the tools by which women can be recruited, by means of any communication channel (verbally, telephone, personal letter sent home, SMS, e-mail, messenger apps, active home visit, patient's visit to the health care facility)

For this purpose, the Concept of the Registry was developed and approved jointly by the Ministry of Health, Labor and Social Protection and the National Health Insurance Company (Annex 1). The concept formulates the needs for an IT solution able to replace the current mechanism kept mostly on paper by implementing a digital mechanism, gathering data into a central database and allowing the medical staff to form the lists of target population, collect test results in electronic format, establish case management and treatment recommendations, implement notification mechanisms for the call/recall system. The automation of notification / invitation process will decrease the administrative burden from the doctors, eliminating also the human factor.

Based on the framework described in the Concept, an International Consultant contracted by the UNFPA, with experience in the field of IT in medical/health care domain, developed the technical specifications of the Cervical Screening Registry, validated by the working group of the Ministry of Health, Labor and Social Protection and approved by the Agency for Electronic Governance (Annex 2). These technical specifications describe the functionalities of the Registry and the main expected results and should be considered by the contracted Company as the main resource for the development of the Cervical Screening Registry.

During the last 5 years some important achievement were realized in the health information system in Moldova, as implementation of the Primary Health Care Information System (SIA AMP) and the rolling out of the hospital information system (SIA AMS). This also comprised expansion and improvement of the ICT infrastructure and extensive training of staff. Furthermore, the MConnect platform has become operational, which allows for safe and efficient data exchange between public institutions. However, there is a lack of interoperability between these two systems, SIA AMP and SIA AMS, and the contracted Company will have to take this issue into account during development of the proposal, by observing at the same time the national legal framework in force.

## **II. OBJECTIVES OF THE ASSIGNMENT**

The main objective of this assignment is to develop and implement a fully-fledged Cervical Screening Registry based on the Concept of screening registry (Annex 1) and the technical specification of the screening registry (Annex 2) approved by the Ministry of Health, Labor and Social Protection, with all core functionalities developed and deployed according to the requirements defined during the assignment.

The Ministry of Health, Labor and Social Protection is the main beneficiary and the owner of the product to be developed and the database. The Cervical Screening Coordination Unit, established within the





Mother and Child Hospital, is the entity that will use Cervical Screening Registry to permanently plan, monitor, assess in pre-determined terms and coordinate the provision and promotion of cervical screening services. It will also assess the data, create reports, monitor, calculate and analyze performance indicators, organize studies and generate annual and periodic statistical reports upon request.

### III. **MILESTONES**

In order to accomplish the above-mentioned assignment objectives, the contracted Company will have to achieve the following milestones:

#### **MILESTONE 1**

##### **Activity 1: Develop and submit the Project Plan**

The contracted Company is expected to submit to the UNFPA Moldova Country Office and the Beneficiary the Project Plan, showing the main steps to be taken in the process of achieving the milestones, development and implementation phases, as well as the challenges foreseen by the Company together with necessary measures for their mitigation. The document should give a clear vision of the future software product and create the basis for planning and software architecture, a general description of the product.

##### **Activity 2: Develop and submit the Technical Documentation (System Architecture Documentation)**

The contracted Company is expected to develop and submit to the UNFPA Moldova Country Office and the Beneficiary the Technical Documentation (SAD: System Architecture Documentation) of the Cervical Screening Registry. The document shall describe the conceptual model of the system, defining the structure, behaviour, functional requirements of the software, using wire frames, in order to understand how the product will interact with the final users. The document shall reflect the coding standards, design patterns, style guides, user flows, mental maps. To develop the SAD, a detailed business analysis shall be performed. The contracted Company will assess the technologies and programming language used for the development of SIA AMP and will propose for the Cervical Screening Registry technologies in line with the SIA AMP technological stack.

Programming language and technologies used for the development of the Cervical Screening Registry should be compatible with both SIA AMP and SIA AMS technology stack:

- SIA AMP was developed using Java EE, JSF, Prime faces, jQuery, EJB, CDI, EclipseLink, JPA, JDBC, EHCache;
- SIA AMS was developed using ASP classic and some functionalities using ASP.NET.2.0.

Proposed technologies shall be approved by the Beneficiary.

#### **MILESTONE 2**

##### **Activity 3: Develop and present for comments and clearance the demo version of the technical solution for the Cervical Screening Registry**

The contracted Company will develop a prototype / demo version of the technical solution for the Cervical Screening Registry in order to provide the Beneficiary a better view on the final products early





in the design and development cycle. The prototype / demo version will be presented during a meeting with the participation of representatives from the UNFPA Moldova Country Office and the and Beneficiary. Based on provided within the meeting comments and suggestions, the contracted Company will update/modify the demo version of the technical solution and submit it for final approval to the Beneficiary.

#### **Activity 4: Develop and present for comments and clearance the fully functional technical solution for the Cervical Screening Registry**

The contracted Company will develop the fully functional technical solution for the Cervical Screening Registry with all functionalities developed and deployed according to the requirements defined by UNFPA Moldova Country Office and will present it during a meeting with the representatives from the UNFPA Moldova Country Office and the and Beneficiary. The product should be operational, allowing real-time navigation through the pages. The contracted Company will finalize the module based on provided within the meeting comments and suggestions and submit it for final approval to the Beneficiary.

### **MILESTONE 3**

#### **Activity 5: Develop and submit the Test Plan**

The contracted Company will develop and submit to the UNFPA Moldova Country Office and the Beneficiary a Testing strategy and a detailed Test Plan. The testing strategy and the related Test Plan shall consider performing automated testing (Unit tests), performance (load and stress) testing, security testing, regression testing, including developed functionalities of the demo version. Only Alpha testing shall be considered. The Test Reports shall be approved by the UNFPA Moldova Country Office and the Beneficiary.

#### **Activity 6: Develop and submit software documentation in Romanian**

The contracted Company will develop and submit to the UNFPA Moldova Country Office and the Beneficiary the following documents: downloadable Administration Guide in PDF format, System Installation and Configuration Manual and downloadable User Manual in PDF format. All documents shall be developed and provided in Romanian. The contracted Company shall also prepare and deliver the relevant documentation for all developed APIs (API integration guide, integration samples, human and machine-readable description in a standard description language (e.g. WSDL, Swagger)).

#### **Activity 7: Submit the compilable and documented source code for applications, components (including third-party tools and libraries, licenses, where applicable and automation scripts)**

The contracted Company will develop and submit to the UNFPA Moldova Country Office and the Beneficiary a compilable and documented source code for applications, components (including third-party tools and libraries, licenses, where applicable), that are not available as COTS from third parties. The source code shall use package managers for dependencies to 3<sup>rd</sup> party libraries. The contracted company shall supply the deployment procedure and supporting tools for this. Deployment procedure



shall cover all the prerequisite before proceeding to system installation. The deployment shall be automated and include database structure and seeding.

#### **MILESTONE 4**

#### **Activity 8: Organization of training sessions for the users and administrator of Cervical Screening Registry**

The contracted Company will ensure the organization of training for all software users and the administrator on using the Cervical Screening Registry. For this purpose, the following documentation shall be developed and submitted for coordination and approval to the UNFPA Moldova Country Office and the Beneficiary: training plan, training materials and a training module in e-learning platform based on Moodle. All training content/materials shall be developed and provided in Romanian language.

#### **IV. DELIVERABLES AND TIMEFRAME**

#	Deliverables	Timeframe*
<b>MILESTONE 1</b>		
1.	A Project Plan developed and submitted to the UNFPA Moldova Country Office and the Beneficiary	2 weeks
2.	Technical Documentation (System Architecture Documentation) developed and submitted to the UNFPA Moldova Country Office and the Beneficiary	3 weeks
<b>MILESTONE 2</b>		
3.	Demo version of the technical solution for the Cervical Screening Registry developed and presented to UNFPA Moldova Country Office and the Beneficiary for comments and clearance	4 weeks
4.	Fully functional technical solution for the Cervical Screening Registry developed and presented to UNFPA Moldova Country Office and the Beneficiary for comments and clearance	8 weeks
<b>MILESTONE 3</b>		
5.	A Test Plan developed and submitted to the UNFPA Moldova Country Office and the Beneficiary. Testing Reports submitted and approved by UNFPA Moldova Country Office and the Beneficiary.	2 weeks
	Tests performed and test reports submitted and approved.	2 weeks
6.	Documentation: <ul style="list-style-type: none"> <li>- Downloadable Administration Guide in PDF format,</li> <li>- System Installation and Configuration Manual,</li> <li>- Downloadable User Manual in PDF format,</li> </ul> developed and submitted to UNFPA Moldova Country Office and the Beneficiary. The documentation will be provided in Romanian	4 weeks
7.	Compilable and documented source code for applications, components (including third-party tools and libraries, licences,	2 weeks



	where applicable and automation scripts), submitted to the UNFPA Moldova Country Office and the Beneficiary and accepted.	
<b>MILESTONE 4</b>		
8.	Training sessions for the users and administrator of Cervical Screening Registry organized. Training documentation: <ul style="list-style-type: none"> <li>- Training plan,</li> <li>- Training materials,</li> <li>- Training module in e-learning platform based on Moodle, developed and submitted to UNFPA Moldova Country Office and the Beneficiary. All training content/materials will be provided in Romanian language.</li> </ul>	4 weeks
*The contracted Company shall organize the execution of abovementioned activities in order to meet the established duration of overall 5 months.		

## **V. WARRANTY PERIOD**

The contracted Company shall provide 12 months of warranty for the developed solution. The warranty period starts after final release and the end of the contract. During the warranty period the contracted Company shall fix any identified defects. During this period, the contracted Company shall provide necessary technical assistance, that will include at least fixing all defects reported by the beneficiary, solving all incidents reported by the beneficiary, according to the agreed SLAs.

Any incidents, malfunctions or changes of configuration that affect the proper functioning of the informational system shall be addressed exclusively with the contracted company, not with third parties. The contracted Company shall be responsible for any incidents related to the developed informational system generated during operations performed by him/her, or at his/her recommendation when new functionalities are added.

The updated and operational versions of the system shall automatically become ownership of the Beneficiary, and the contracted Company shall perform the technical operations related to them until contract termination, and shall give a warranty in the form they were delivered, of minimum 12 months from the date the contract ends. The costs generated by the failures of the application during the warranty period shall be at the expense of the contracted Company.

In the event of any incidents generated by the operations performed by the contracted Company, or in case of failure to carry out the mandatory operations (updating the configuration, patches, etc.) that destroy the operational configuration of the system, the contracted Company shall assume the recommission costs, as well as the damages caused by the incident.

## **VI. PROPERTY RIGHTS**

The Beneficiary (Ministry of Health, Labor and Social Protection) has the ownership rights on the code of the application. Any change to the code results in a new version of the application for which the contracted Company shall provide full warranty. The Beneficiary will keep the ownership rights on the application. For a clear understanding, changes to the existing functionalities or new developments of the application shall be made at the request of the Beneficiary. The beneficiary shall not interfere with the code of the application, which is why the contracted Company shall be responsible for the correct



operation of the application during and after making changes to the code. Any change in the application shall oblige the contracted Company to give a warranty for the entire system and not just for the changes made. The Beneficiary shall continue to keep the ownership rights on the entire application regardless of the changes made throughout the contract period.

## **VII. CHANGE REQUESTS**

On the basis of the law or its operational needs, the Beneficiary may request from the contracted Company to make some changes or add new functionalities, and the contracted Company shall be permanently prepared to make them rapidly, without affecting the normal operation of the system. They shall be performed based on an amendment of the Contract or in the framework of a distinct Contract.

In line with its operational needs, the Beneficiary may ask the contracted Company for advice in the form of written answers to its questions regarding the informational system. Also, the contracted Company may be asked to come to the Beneficiary's office to offer consultancy as regards specific questions linked to the developed technical solution.

The development requests generally arise from legislative amendments or after improving the functioning of business processes. The Beneficiary found that, usually, the changes made have an immediate impact on the use of other components as well. When a change is made in the system, its result is only part of what needs to be followed as it is necessary to conduct regular operations in order to maintain and check the accuracy of the data in the entire system. For efficient software development operations and consultancy services aimed at maintaining consolidated information in the system, the technical team of the contracted Company shall know in detail how the entire system works and have all the necessary resources to respond to a request with very short or medium deadlines. At the same time, it should have the ability to understand and see the impact of any changes proposed by the Beneficiary, or which are necessary in order to ensure the continuous functioning of the system and to intervene correctly whenever necessary.

Additional services include the services needed to make changes in the system, or in its parameters, as a result of changing the business logic, modifying or introducing new functionalities into the system. The additional services result in a new version of the application, adapted to the requirements of the Beneficiary and involves the activity of analysts and developers. Examples: change the calculation formulas, create new or change the existing fields, change the work interfaces.

## **VIII. MANAGEMENT ARRANGEMENTS**

UNFPA Moldova Country Office will contract a selected Company that shall be a resident of the Republic of Moldova or have a permanent office in Moldova or undertake to set up such office for the duration of the contract and the warranty period. It will provide documentary evidence (including information about the completed contracts and contact information of clients from whom the references could be taken or whom the UNFPA may, when necessary, visit to familiarize themselves with the systems put into operation by the Company) to demonstrate that it meets the following experience requirements:

1. Have been in operation for at least five (5) years with main part of its business being the development of Information Technology (IT) Systems, including software and services.



2. Has demonstrated experience in conducting at least two (2) contracts of similar complexity in the last three (3) years.
3. Has demonstrated experience in software development in health sector.

The Company shall provide a team of the following key experts:

- Key expert 1. Team Leader
- Key expert 2. Software Developer
- Key expert 3. Software Developer
- Key expert 4. Software Developer
- Key expert 5. Software Tester
- Key expert 6. Trainer

- **Key expert 1. Team Leader:**

The Team Leader is responsible for the day-to-day liaison with the Client; s/he must ensure the internal coordination and guidance of the project experts and the project coordination with external counterparts. The Team Leader must also ensure the availability of suitable experts in accordance with the Project Work Plan. The Team Leader shall oversee that all reporting obligations are fulfilled in a timely manner to a high-quality standard.

- University degree in Computer Science or another relevant domain
- At least 7 years of proven experience in software development
- At least 3 years proven tracked experience in team/project management with at least 2 projects implemented in the last 3 years
- At least 3 years of experience in software development using Java and relevant corresponding tools from Java technology stack
- At least three (3) successfully delivered projects of similar complexity in the health sector
- At least 1 year of proven experience within the offering Company
- Experience with unit testing, continuous integration, system analysis
- Ability to communicate in Romanian and English

- **Key Expert 2. Software Developer:**

- University degree in Computer Science or another relevant domain
- At least 5 years of proven experience in software development
- At least 3 years of proven experience in web UI design and development using responsive frameworks, Experience with unit testing, continuous integration, DevOps, system analysis progressive web apps
- At least 3 years of experience in software development using Java and relevant corresponding tools from Java technology stack
- Certification in the required technology stack is an asset
- Experience of working as a developer within at least three (3) successfully delivered projects of similar complexity in the health sector
- Ability to communicate in Romanian and/or English

- **Key Expert 3. Software Developer:**

- University degree in Computer Science or another relevant domain



- At least 5 years' experience in software development
  - At least 5 years' experience in database design, development, and optimization
  - At least 3 years of experience in software development using Java and relevant corresponding tools from Java technology stack
  - Experience with unit testing, continuous integration, DevOps, system analysis
  - Certification in the required technology stack is an asset
  - At least 3 years' experience with Entity Framework
  - Experience of working as a developer within at least three (3) successfully delivered projects of similar complexity in the health sector
  - Ability to communicate in Romanian and/or English
- **Key Expert 4. Software Developer:**
    - University degree in Computer Science or another relevant domain
    - At least 5 years of proven experience in software development
    - At least 5 years of proven experience in systems' integration, API design and development
    - At least 3 years of experience in software development using Java and relevant corresponding tools from Java technology stack
    - Experience with unit testing, continuous integration, DevOps, system analysis
    - Certification in the required technology stack is an asset
    - Experience of working as a developer within at least three (3) successfully delivered projects of similar complexity in the health sector
    - Ability to communicate in Romanian and/or English
  - **Key Expert 5. Software Tester:**
    - University degree in Computer Science or another relevant domain
    - At least 3 years' experience in software testing in projects of similar complexity
    - Experience in software testing analysis and design
    - Experience in performance (load and stress) testing and security testing
    - Experience in automated testing
    - Ability to communicate in Romanian and/or English
    - Experience of working as a tester within at least three (3) successfully delivered projects of similar complexity in the health sector is an asset
  - **Key Expert 6. Trainer:**
    - University degree in Computer Science or another relevant domain
    - Experiences in conducting training sessions for end-users and IT specialists in at least 2 similar projects
    - Experience in writing technical and end-user documentation
    - Experience in on-line training development using Moodle e-learning system
    - Ability to communicate in Romanian
    - Knowledge of English would be an asset

**IX. TIMING (DURATION OF WORK)**



Assignment will be conducted during **5 months from the date the Contract enters into force**. Deliverables are expected to be submitted in accordance with the provisions of p. IV. “DELIVERABLES AND TIMEFRAME” of the present Terms of Reference.

#### **X. PAYMENT CONDITIONS**

Contracted Company will be paid a fixed lump sum for the provision of services and payment will be made in four installments as follows:

- 1<sup>st</sup> installment – 15 % - upon submission and approval by the UNFPA of deliverables # 1 and 2.
- 2<sup>nd</sup> installment – 50 % - upon submission and approval by the UNFPA of deliverables # 3 and 4 upon certification by the UNFPA Moldova Country Office of satisfactory completion of the tasks and successful performance.
- 3<sup>rd</sup> installment – 20 % - upon submission and approval by the UNFPA of deliverables # 5, 6 and 7 upon certification by the UNFPA Moldova Country Office of satisfactory completion of the tasks and successful performance.
- 4<sup>th</sup> installment – 15 % - upon submission and approval by the UNFPA of deliverable # 8 upon certification by the UNFPA Moldova Country Office of satisfactory completion of the tasks and successful performance.

#### **XI. BIDDERS CONFERENCE**

UNFPA Moldova CO organized a **bid conference** to provide clarification regarding this Request for Proposal **on Wednesday, 27 January 2021 at 15:00 (Moldova local time)**. The bid conference was organized online via ZOOM video-conferencing. **Minutes of the Pre-Bidding Conference, including Q&As are published.**



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

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

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

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





**SECTION 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.

<a href="#">Provision of Services</a>	For contract/PO values equivalent or over USD 100,000 covering services	<a href="#">English</a>	<a href="#">French</a>	<a href="#">Spanish</a>
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## SECTION IV: UNFPA SPECIAL CONDITIONS OF CONTRACT

<b>CONTRACT RATES</b>	The rates charged for the services performed shall not be adjustable.
<b>WARRANTY</b>	Details on warranty services required are included in the TOR.
<b>GOODS AND SERVICES DEFINED</b>	<p>Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, customized and standard software as required, intermediate products and products the successful Bidder is required to supply under the contract.</p> <p>Services are to include design, installation and commissioning, training services, technical assistance and warranty services as required to supply in the contract.</p>
<b>KEY PERFORMANCE INDICATORS</b>	<p>Successful Bidder's performance will be monitored and evaluated by UNFPA on a <b>half-yearly</b> basis to enable the assessment on the effectiveness, efficiency and/or consistency of goods/services provided. The results of the evaluation will be communicated to the supplier to enable improvements. An extension of the contract will take into consideration results of performance evaluation(s). The evaluation will be based on, but not limited to, the following key performance indicators:</p> <p><b>Services:</b></p> <ul style="list-style-type: none"> <li>• Expected output achieved</li> <li>• Satisfactory level of quality and technical competence</li> <li>• Effective and timely communication and professionalism</li> </ul> <p>Key performance indicators may be modified and/or added during the validity of this contract.</p>
<b>PAYMENT TERMS</b>	<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</p>



	may be requested by UNFPA at the time of finalizing contract negotiations with the awarded Bidder.
<b>REPORTING</b>	In addition of any already described condition, for contracts with an annual value greater than USD 200,000, suppliers must provide annual internal control attestation reports prepared by independent auditors based on recognized standards, such as the International Standard on Assurance Engagements (ISAE) 3402, Assurance Reports on Controls at a Service Organization, or the Statement on Standards for Attestation Engagements (SSAE) 16, Reporting on Controls at a Service Organization, to give UNFPA reasonable assurance on the adequacy of the design and operating effectiveness of the controls in place over the services provided to UNFPA. If the services provided to UNFPA are in turn subcontracted by the service provider, attestation reports should also be obtained for the concerned subcontractors.
<b>LIQUATED DAMAGES</b>	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 <b>1% of the value of the services</b> 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.



## SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS

### 1. Legal and regulatory requirements

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

### 2. Legal status of the Bidder

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

### 3. Bidder's eligibility

- 3.1. Technical Proposals from the Bidders should provide written confirmation that they are not listed in any of the banned/suspended supplier lists. (SECTION VI – ANNEX B: BID SUBMISSION FORM)
- Listed as suspended or removed by the United Nations Procurement Division (UNPD);
  - Declared ineligible by other organizations of the United Nations through the disclosure of the ineligibility or listing as suspended on United Nations Global Marketplace Vendor ineligibility list posted on the United Nations Global Market Place (UNGM);
  - Included on the [UN 1267 list](#) issued by the Security Council resolution 1267 that establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;
  - Debarred by the World Bank Group in accordance with the [WB Listing of Ineligible Firms & Individuals](#) and the [WB Corporate Procurement Listing of Non-Responsible Vendors](#).

### 4. Financial stability

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

Financial Ratio	2016	2017	2018	2019	2020
-----------------	------	------	------	------	------



Current ratio					
Quick ratio					
Debt ratio					

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

## 5. Experience and Technical Capacity

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



## SECTION VI: BID AND RETURNABLE FORMS

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

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



## SECTION VI – ANNEX A: BID CONFIRMATION FORM

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

To:	UNFPA Moldova CO	Date:	
	Alexandru Rusu, Administrative Associate / Procurement Focal Point	Email:	<a href="mailto:rusu@unfpa.org">rusu@unfpa.org</a>
From:	[Insert Company Name]		
	[Insert Contact person from Company]		
	[Insert Telephone number]		
	Insert E-mail address of contact person]		
	[Insert Postal address of Company]		
Subject:	UNFPA/MDA/RFP/21/002		

<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

[Insert Address of office coordinating Bid process]

The undersigned, having read the original RFP documents of UNFPA/MDA/RFP/21/002 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/MDA/RFP/21/002 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/MDA/RFP/21/002,

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

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

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



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

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



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

Order No. & Date	Description <sup>4</sup>	Client	Contact person, phone number, email address	Date of service		Contract Amount	Satisfactory completion
				From	To	(Currency)	

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

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

Signature and stamp of the Bidder:		Countersigned by and stamp of Chartered Accountant	
Name and title:		Name and title:	
Name of Company:		Name of Company:	
Telephone:		Telephone:	
Email:		Email:	
Date:		Date:	

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

<sup>4</sup> Please indicate relevant contracts to the one requested in the RFP.



## SECTION VI – ANNEX E: PRICE SCHEDULE FORM

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

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

### PRICE SCHEDULE FORM

Item	Description	Number & Description of Staff by Level	Hourly Rate	Hours to be Committed	Total
<b>MILESTONE 1</b>					
<b>Activity 1: Develop and submit the Project Plan</b>					
<b>Activity 2: Develop and submit the Technical Documentation (System Architecture Documentation)</b>					
<b>1. Professional Fees</b>					
1.1	Expert 1 <i>(please specify)</i>				
1.2	Expert 2 <i>(please specify)</i>				
1.3	Expert 3 <i>(please specify)</i>				
<i>Sub-total Professional Fees</i>					<b>\$\$</b>
<b>2. Out-of-Pocket expenses</b>					
2.1					
2.2					
<i>Sub-total Out of Pocket Expenses</i>					<b>\$\$</b>
<b>Total Milestone 1</b> <i>(Professional Fees + Out of Pocket Expenses)</i>					<b>\$\$</b>
<b>MILESTONE 2</b>					
<b>Activity 3: Develop and present for comments and clearance the demo version of the technical solution for the Cervical Screening Registry</b>					
<b>Activity 4: Develop and present for comments and clearance the fully functional technical solution for the Cervical Screening Registry</b>					
<b>1. Professional Fees</b>					
1.1	Expert 1 <i>(please specify)</i>				
1.2	Expert 2 <i>(please specify)</i>				
1.3	Expert 3 <i>(please specify)</i>				



<i>Sub-total Professional Fees</i>					\$\$
<b>2. Out-of-Pocket expenses</b>					
2.1					
2.2					
<i>Sub-total Out of Pocket Expenses</i>					\$\$
<b>Total Milestone 2</b> (Professional Fees + Out of Pocket Expenses)					\$\$
<b>MILESTONE 3</b>					
<b>Activity 5: Develop and submit the Test Plan</b>					
<b>Activity 6: Develop and submit software documentation in Romanian</b>					
<b>Activity 7: Submit the compilable and documented source code for applications, components (including third-party tools and libraries, licenses, where applicable and automation scripts)</b>					
<b>1. Professional Fees</b>					
1.1	Expert 1 (please specify)				
1.2	Expert 2 (please specify)				
1.3	Expert 3 (please specify)				
<i>Sub-total Professional Fees</i>					\$\$
<b>2. Out-of-Pocket expenses</b>					
2.1					
2.2					
<i>Sub-total Out of Pocket Expenses</i>					\$\$
<b>Total Milestone 3</b> (Professional Fees + Out of Pocket Expenses)					\$\$
<b>MILESTONE 4</b>					
<b>Activity 8: Organization of training sessions for the users and administrator of Cervical Screening Registry</b>					
<b>1. Professional Fees</b>					
1.1	Expert 1 (please specify)				
1.2	Expert 2 (please specify)				
1.3	Expert 3 (please specify)				
<i>Sub-total Professional Fees</i>					\$\$
<b>2. Out-of-Pocket expenses</b>					
2.1					
2.2					
<i>Sub-total Out of Pocket Expenses</i>					\$\$
<b>Total Milestone 4</b> (Professional Fees + Out of Pocket Expenses)					\$\$
<b>Total Contract Price</b> (Professional Fees + Out of Pocket Expenses)					

Signature and stamp of the Bidder:

Name:

Title:

Name of Company:

Telephone:

Email:



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

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

Date: *[insert date (as month, day, and year) of Bid Submission]*  
UNFPA/MDA/RFP/20/002

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 G: CHECKLIST OF BID FORMS

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

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



Have you provided written confirmation that your company is neither suspended by the United Nations system nor debarred by the World Bank Group?	SECTION VI – ANNEX B: BID SUBMISSION FORM & Section I: Instructions to Bidders clause 2.4		
Have you provided copies of current certificates such as GMP/Quality, FSC/CPP, manufacturer's ISO certificate for the product, manufacturer's CE certificate, USA510k, Japan QS standard, etc.?	SECTION II – ANNEX A: INSTRUCTIONS FOR PREPARING TECHNICAL BID		
Have you provided a copy of any of your company's environmental or social policies, and any related documentation?	Section I: Instructions to Bidders, clause 40		
Have you reviewed the UN Global Compact requirements?	Section I: Instructions to Bidders, clause 40		
Have you marked the Bids according to Instructions to Bidders clause 20.3 (electronic Bids)?	Section I: Instructions to Bidders, clause 20.3		
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 20.3.3		
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		





<p>Have you provided sufficient documentation of your company's ability to undertake the services, i.e.,</p> <ul style="list-style-type: none"> <li>- List of similar contracts/LTAs executed for other clients including contact details.</li> <li>- Evidence that the Bidder possesses experience in the geographical area.</li> <li>- At least three years of experience in performing similar contracts/Long Terms Agreements</li> </ul>	<p>SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE &amp; SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS</p>		
<p>Have you provided sufficient documentation of your company's managerial capability?</p> <ul style="list-style-type: none"> <li>- Details of company's managerial structure.</li> <li>- Quality assurance systems in place.</li> </ul>	<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 D: BIDDER'S PREVIOUS EXPERIENCE</p>		
<p>Have you checked Section I: Instructions to Bidders, clauses, 17 &amp; 18 and provided all requested documentation in the correct formats?</p>	<p>Section I: Instructions to Bidders, clauses 17 &amp; 17.1.7</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

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

- 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 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:

<b>Contractual Matters</b>	<b>Technical / operational Matters:</b>
----------------------------	---





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