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## SECTION I: INSTRUCTIONS TO BIDDERS

### A. INTRODUCTION

#### 1. General

- 1.1. UNFPA Mongolia Country Office wishes to enter into non-exclusive Long Term Agreements (LTAs) with qualified suppliers for *the requested services* in support of UNFPA's *Programme* located in *Ulaanbaatar Mongolia*.
- 1.2. As a result of this competitive Bid process, UNFPA plans to sign non-exclusive Long-Term Agreements (LTAs) with multiple institutions and individuals for two years. In addition to the initial term, the LTA(s) will have the option of a one-year extension, subject to satisfactory performance and price competitiveness.
- 1.3. In the event of UNFPA signing an LTA the following shall apply:
  - 1.3.1. The successful Bidder(s) shall accord the same terms and conditions to any other organization with the United Nations Systems, located in Mongolia, that wishes to avail itself of such terms, after written consent from UNFPA Mongolia
  - 1.3.2. The LTA template specified in SECTION VII – ANNEX A: LONG TERM AGREEMENT TEMPLATE, shall be used.
  - 1.3.3. UNFPA will not be committed to purchase any minimum quantity of the goods/services, and purchases will be made only if and when there is an actual requirement. UNFPA shall not be liable for any costs in the event that no purchase is made under any resulting LTA. All reductions in market prices provided by the supplier will be passed on in full to UNFPA.

#### 2. Eligible Bidders

- 2.1. This Bidding process is open to all legally-constituted companies and individuals that can provide the requested *services* and have legal capacity to deliver in the country, or through an authorized representative.
- 2.2. Bidders and all parties constituting the Bidder may hold any nationality.
- 2.3. Bidders must not have a conflict of interest in order to be considered eligible. Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
  - 2.3.1. Are, or have been associated in the past, with a company or any of its affiliates that have been engaged by UNFPA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods and/or services to be purchased under this Bid.
  - 2.3.2. Submit more than one Bid in this Bidding process, except for alternative Bids accepted under instructions to Bidders clause 18 is not permitted. However, this does not limit the participation of subcontractors in more than one Bid.
  - 2.3.3. Any Bidder that is uncertain as to whether the situation it is in constitutes a conflict of interest must disclose the situation to UNFPA and seek UNFPA's guidance.
  - 2.3.4. The following information must be disclosed in the Bid:
    - 2.3.4.1. Bidding entities whose owners, part-owners, officers, directors, controlling shareholders, or key personnel are immediate family of UNFPA staff involved



- in procurement functions and/or of any government official of the beneficiary country and/or of any Implementing Partner (IP) receiving the goods and/or services under this RFP; and
- 2.3.4.2. Any other situation that could potentially lead to actual or perceived conflict of interest, collusion, or unfair competition practices.
  - 2.3.4.3. Failure to disclose the information above may result in rejection or disqualification of the Bid or of the award resulting of the Bid process.
- 2.4. Bidders under declaration of ineligibility by UNFPA in accordance with clause 2 at the time of contract award will be disqualified. Bidders are not eligible to submit a Bid if at the time of Bid submission they are:
- 2.4.1. Listed as suspended or removed by the United Nations Procurement Division (UNPD);
  - 2.4.2. Declared ineligible by other organizations of the United Nations through the disclosure of the ineligibility or listing as suspended on [United Nations Global Marketplace \(UNGM\)](#) as a result of having committed fraudulent activities;
  - 2.4.3. Included on the [UN 1267 list](#) issued by the Security Council resolution 1267 that establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;
  - 2.4.4. Debarred by the World Bank Group in accordance with the [WB Listing of Ineligible Firms & Individuals](#) and the [WB Corporate Procurement Listing of Non-Responsible Vendors](#).
- 2.5. All Bidders must adhere to the UN Supplier Code of Conduct, which may be found by clicking on [UN Supplier Code of Conduct](#).
- 2.6. Accordingly, any company that is found to have undertaken unethical, unprofessional, or fraudulent activities, as defined in clause 4, will be temporarily suspended or permanently debarred from business relations with UNFPA.
- 2.7. Bids may be submitted by a Joint Venture (JV). In the case of a JV:
- 2.7.1. The completed Joint Venture Partner Information Form,
  - 2.7.2.
  - 2.7.3.
  - 2.7.4.
  - 2.7.5.
  - 2.7.6.
  - 2.7.7.
  - 2.7.8.
  - 2.7.9.
  - 2.7.10.
  - 2.7.11.
  - 2.7.12. SECTION VI – ANNEX F: JOINT VENTURE PARTNER INFORMATION FORM, must be included with the Bid; and
  - 2.7.13. All parties to the JV shall be jointly and severally liable; and
  - 2.7.14. The JV must nominate a Representative, who will have the authority to conduct all businesses for and on behalf of all parties of the JV during the Bidding process, and, if the JV is awarded an LTA, during the validity of the LTA.



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

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

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

- 4.1. UNFPA's Policy regarding fraud and corruption is available by clicking on [Fraud Policy](#) and applies fully to this Bid. Submission of any Bid implies that the Bidder is aware of this Policy.
- 4.2. UNFPA is committed to preventing, identifying, and addressing all acts of fraud against UNFPA, as well as against third parties involved in UNFPA activities. To this effect, UNFPA has developed an Anti-Fraud Policy with the aim to raise awareness of fraud risks, implement controls to prevent fraud, and establish a procedure to detect fraud and to enforce the Policy.
- 4.3. UNFPA requires that Bidders, suppliers, and contractors and their subcontractors observe the highest standards of ethics during the procurement and execution of UNFPA contracts.
- 4.4. Pursuant to this Policy, UNFPA defines the terms set forth as follows:
  - 4.4.1. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - 4.4.2. "Fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
  - 4.4.3. "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - 4.4.4. "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - 4.4.5. "Obstructive practice" means acts intended to materially impede the exercise of UNFPA's contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNFPA investigation into allegations of fraud and corruption.
  - 4.4.6. "Unethical practice" means conduct or behavior that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority and harassment
- 4.5. UNFPA will reject to award a contract if it determines that a Bidder recommended for award has engaged in corrupt, fraudulent, collusive, coercive, obstructive or unethical practices while competing for the contract in question;
- 4.6. UNFPA will declare a supplier ineligible, either indefinitely or for a stated period of time, to be awarded a UNFPA contract/agreement if at any time it determines that the supplier has engaged in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices while competing for, or in executing, a UNFPA contract/agreement.
- 4.7. Any supplier participating in UNFPA's procurement activities must provide all required documents, records, and other elements to UNFPA personnel upon first request to facilitate any investigation of allegations of misconduct by either suppliers or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the supplier from the UNFPA supplier roster and may lead to suspension following review by UNFPA.



4.8. Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the UNFPA Office of Audit and Investigations Services as well as with any other oversight entity authorized by the Executive Director and with the UNFPA Ethics Advisor as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNFPA to repudiate and terminate the Agreement, and to debar and remove the supplier from UNFPA's list of registered suppliers.

4.9. A confidential Anti-Fraud Hotline is available to any Bidder to report suspicious fraudulent activities at [UNFPA Investigation Hotline](#)

**5. Zero Tolerance**

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

**6. Disclaimer**

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

**B. SOLICITATION DOCUMENTS**

**7. UNFPA Bidding document (5)**

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

7.2. Bidding documents consists of the following:

Section I:	Instructions to Bidders
Section II:	Terms of Reference
Annex A:	Instructions for Preparing Technical Bid
Section III:	UNFPA General Conditions of Contract
Section IV:	UNFPA Special Conditions of Contract
Section V:	Supplier Qualification Requirements
Section VI:	Bid and Returnable Forms
Annex A:	Bid Confirmation Form
Annex B:	Bid Submission Form
Annex C:	Bidder Identification Form
Annex D:	Bidder'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 Long Term Agreement

7.3. Bidders are expected to examine all instructions, forms, Terms of Reference, terms and conditions contained within this Bid document. Failure to comply with these documents shall



be at the Bidder's risk and may affect the evaluation of the Bid or result in the rejection of the Bid.

- 7.4. Bidders are cautioned to read Section II – Terms of Reference, as there may be special requirements. The requirements presented herein are not to be construed as defining a particular service provider's service. Bidders are encouraged to advise UNFPA if they disagree.
- 7.5. The requirements included in this document are the minimum requirements of the services solicited. Services offered in the Bid must meet or exceed all requirements herein.

## **8. Clarifications of Bidding documents (6)**

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

Ms. P.Altantuya, Administrative Assistant, UNFPA Mongolia at [altantuya@unfpa.org](mailto:altantuya@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 25 October 2018, at 0200 pm, Ulaanbaatar 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 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

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



above. For the purpose of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language indicated above shall govern. The sole responsibility for translation and the accuracy thereof shall rest with the Bidder.

**11. Bid currency and prices (7)**

11.1. All prices shall be in US dollars (USD) or Mongolian Tugriks (MNT).

11.2. The Bidder shall indicate on the Price Schedule Form in accordance to SECTION VI – ANNEX E: PRICE SCHEDULE FORM the unit of measure, the unit price and total Bid price of the goods and/or services (where applicable) it proposes to supply under the LTA.

**12. Conversion to single currency**

12.1. 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 or MNT 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 (8)**

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

**D. SUBMISSION OF BIDS**

**15. Documents establishing eligibility and conformity to Bid documents**

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

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

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

**16. Technical Bid**

16.1. Documents establishing the eligibility of the Technical Bid:

16.1.1. Completed and signed Bid Submission Form; SECTION VI – ANNEX B: BID SUBMISSION FORM, in PDF format. Note: if the bid submission form is not submitted or not signed, and provided the bidder has not indicated they do not accept any of the conditions required in this form, UNFPA shall consider that the bidder has



accepted all such conditions. For the sake of good order, at the time of bid evaluation UNFPA will request the bidder to provide the signed Bid Submission Form.

- 16.1.2. Completed Bidder Identification Form; SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM in PDF format.
- 16.1.3. Completed Bidder’s Previous Experience; SECTION VI – ANNEX D: BIDDER’S PREVIOUS EXPERIENCE in PDF format.
- 16.1.4. Technical Bid, including documentation to demonstrate that the Bidder meets all requirements. The Technical Bid should be presented concisely and structured to include but not necessarily be limited to the information listed in SECTION II – ANNEX A: INSTRUCTIONS FOR PREPARING TECHNICAL BID in PDF format
- 16.1.5. Supporting documents/information per the Supplier Qualification Requirements;



- 16.1.6. SECTION V: SUPPLIER QUALIFICATION REQUIREMENT
- 16.1.7. Completed Joint Venture Partner Information Form;
- 16.1.8.
- 16.1.9.
- 16.1.10.
- 16.1.11.
- 16.1.12.
- 16.1.13.
- 16.1.14.
- 16.1.15.
- 16.1.16.
- 16.1.17.
- 16.1.18. SECTION VI – ANNEX F: JOINT VENTURE PARTNER INFORMATION FORM in PDF format.
- 16.1.19. Copy of last two years of audited financial statements.

#### **17. Financial Bid**

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

#### **18. Partial & Alternative Bids**

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



**19. Submission, sealing, and marking of Bids (10)**

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

19.2. UNFPA provides alternative methods of Bid submission:

19.2.1. Electronic Bids may be submitted via email in accordance with the guidelines provided in clause Submission of electronic Bids (11)19.3.

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

19.2.3. Any of the above options is acceptable and only one method is required. In accordance with UNFPA's green procurement initiative, electronic submissions are strongly encouraged.

**19.3. Submission of electronic Bids (11)**

19.3.1. Bidders must enter the following text in the subject line: UNFPA/MNG/RFP/18/004, *Company Name*, and specify "Technical Bid" or "Financial Bid". Example below:

19.3.1.1. UNFPA/MNG/RFP/18/004 [*Company name*], Technical Bid email X

19.3.1.2. UNFPA/MNG/RFP/18/004 [*Company name*], Financial Bid

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

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

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

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

19.3.5. It is the Bidder's responsibility to ensure that Bids sent by email are received by the submission deadline. Bidders will receive an auto-reply acknowledging the receipt of each email when it is received by UNFPA's email system. If you do not receive an auto-reply, inform Ms. P.Altantuya, UNFPA Mongolia Administrative Assistant at: [altantuya@unfpa.org](mailto:altantuya@unfpa.org)

**19.4. Submission of hard copy Bids (12)**

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

19.4.2. Marking of hard copy Bids



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

UNITED NATIONS POPULATION FUND  
*UN House, UN Street – 14, Sukhbaatar District*  
*Ulaanbaatar Mongolia*  
*UNFPA/MNG/RFP/18/004, Company Name*  
*Attention: P.Altantuya, Administrative Assistant*  
**TO BE OPENED ONLY BY AUTHORIZED UNFPA PERSONNEL**  
**DO NOT OPEN BEFORE 1000 am hours, Ulaanbaatar time, 9 November 2018**

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

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

UNITED NATIONS POPULATION FUND  
*UN House, UN Street – 14, Sukhbaatar District*  
*Ulaanbaatar Mongolia*  
*UNFPA/MNG/RFP/18/004, Company Name*  
*Attention: P.Altantuya, Administrative Assistant*  
**TO BE OPENED ONLY BY AUTHORIZED UNFPA PERSONNEL**

Submission 1 of 2: UNFPA/MNG/RFP/18/004 [Company name], Technical Bid  
Submission 2 of 2: UNFPA/MNG/RFP/18/004 [Company name], Financial Bid

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

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

## 21. Modification and withdrawal of Bids

- 21.1. Bidders are expected to have sole responsibility to examine the conformity of their Bids to the requirements of the RFP, keeping in mind that material deficiency in providing information requested by UNFPA, or lack of clarity in the description of goods or services to be provided may result negatively in the evaluation process of the Bids.
- 21.2. Bidders may modify, substitute or withdraw their Bid after submission, provided that written notice is received by UNFPA prior to the submission deadline.
- 21.3. Any proposed modification, substitution or withdrawal must be submitted in accordance to clause 19 - Submission, sealing and marking of Bids based on the approach utilized. The respective envelope or email shall be clearly marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL". Any revision to the Bid must be received by the deadline.



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

## **22. Storage of Bids**

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

## **E. BID OPENING AND EVALUATION**

### **23. Bid opening (13)**

23.1. UNFPA will conduct an internal Bid opening on 9 November 2018, at 11.00 am, Ulaanbaatar time<sup>3</sup> at the office of UNFPA Mongolia Meeting Room No. 307.

23.2. Bids will be opened by an ad-hoc panel consisting of at least two staff members (of which one may be from a different United Nations agency/fund/program) and where at least one individual has no involvement in the subsequent stages of the procurement process. There will be separate Bid openings for Technical and Financial Bids. The Bidders' names and submitted documents shall be announced and recorded on the Technical Bid opening report.

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

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

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

### **24. Clarification of Bids**

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

### **25. Preliminary examination of Bids (14)**

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

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

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

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

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



- 25.3.2. Limits in any substantial way, inconsistent with the Bidding documents, UNFPA's rights or the Bidder's obligations under the LTA; or
- 25.3.3. If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 25.4. UNFPA considers material deviations to include, but not be limited to the following:
  - 25.4.1. During preliminary examination of Bids
    - 25.4.1.1. Absence of Bid form(s), change in the wording or lack of signature on key portions of the Bid form when this is clearly required. Any change in wording that is consistent with the standard format of the Bid form(s) is not a material deviation;
    - 25.4.1.2. The Bidder indicates in the Bid that they do not accept important LTA conditions, i.e. related to Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, General Conditions of Contract and Limitation of Liability;
    - 25.4.1.3. Non submission of non-historical documents (documents that should be specifically prepared by the Bidder in response to this RFP) by the bid submission deadline.
    - 25.4.1.4. Non-eligibility of the Bidder;
    - 25.4.1.5. Financial information is included in the Technical Bid.
  - 25.4.2. During technical evaluation of Bids and qualification of Bidders:
    - 25.4.2.1. Bids do not reach the minimum threshold on technical score.
    - 25.4.2.2. The Bidder does not meet the minimum conditions for qualification.
  - 25.4.3. During Financial evaluation of Bids:
    - 25.4.3.1. The Bidder does not accept the required price correction in accordance to Section I: Instructions to Bidders, clause 26.1.3
    - 25.4.3.2. Required price components are missing;
    - 25.4.3.3. The Bidder offers less quantity than what is required
- 25.5. If a Bid is not substantially responsive to the Bidding documents, it shall be rejected by UNFPA and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

## **26. Non-conformities, errors, and omissions**

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



In that case the line item total as quoted shall govern, and the unit price shall be corrected;

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

**27. Evaluation of Bids (15)**

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

**28. Technical evaluation (16)**

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

Summary of Technical Proposal Evaluation Forms		Points Obtainable			
1.	Expertise of Entity/Individual submitting Proposal	200			
2.	Quality of production / Delivery timeframe	300			
3.	Personnel / Previous experience	200			
<b>Total</b>		<b>700</b>			

Technical Proposal Evaluation		Points obtainable				
<b>Form 1. Expertise of firm / Organization Submitting Proposal</b>						
1.1	Reputation of Entity/Individual (Competence / Reliability)	<b>40</b>				
1.2	General capability; previous similar experiences; internal editorial and production capacities in all national languages and English; being compliant with the United Nations values	<b>80</b>				

1.3	Relevance of: - Specialized Knowledge - Experience on similar programme / projects - Experience on projects in the region - Experience of working for UN/ major multilateral programmes	<b>80</b>					
<b>TOTAL</b>		<b>200</b>					

Technical Proposal Evaluation		Points Obtainable					
<b>Form 2. Quality of production / Delivery timeframe</b>							
2.1	Quality of production and attention to details	<b>80</b>					
2.2	Time needed for the implementation and capacity to react quickly to last minutes requests	<b>100</b>					
2.3	Experience in technical translation in the focus fields listed in the Terms of Reference (written translation test is possible)	<b>120</b>					
<b>TOTAL</b>		<b>300</b>					

Technical Proposal Evaluation		Points Obtainable					
<b>Form 3. Personnel /Previous experiences</b>							
3.1	Technical expertise of the Entity personnel/Individual in providing Translation Services	<b>100</b>					
3.2	Years of experience providing services in the translation in Mongolian and English field	<b>100</b>					
<b>TOTAL</b>		<b>200</b>					

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



**1. Supplier qualification requirements (17)**

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

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		

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

1.3. 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.

**2. Financial evaluation (18)**

2.1. The Financial Bid will only be evaluated if the Technical Bid achieves the minimum score as indicated in clause 27.2 and is considered qualified through the supplier qualification process described in clause 1. 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.

2.2. 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:



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

### 3. Total score (19)

3.1. 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 LONG TERM AGREEMENT AND FINAL CONSIDERATIONS

### 4. Award of long term agreement (LTA)

- 4.1. UNFPA intends to award multiple LTA(s) to the Bidder(s) that obtains the highest combined score of the Technical and Financial evaluation.
- 4.2. 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.

### 5. Rejection of Bids and annulments

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

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

- 6.1. At the time of award of the LTA and any Purchase Order(s) pursuant to the LTA UNFPA reserves the right to vary the quantity of goods and/or services specified in the RFP without any change in the hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.
- 6.2. UNFPA reserves the right to negotiate the price with the Bid winner before awarding the LTA to ensure that the Financial Bid is competitive on all aspects of the price.
  - 6.2.1. 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.
  - 6.2.2. 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.



## **7. Signing of the long term agreement (LTA)**

- 7.1. The procurement official will send the successful Bidder(s) the LTA valid for two years, which constitutes notification of award. Successful Bidder(s) shall sign and date the LTA, and return it to UNFPA within 10 calendar days of receipt of the LTA. To facilitate the process of signing the LTA, Bidders are expected to have reviewed the LTA template found in SECTION VII – ANNEX A: LONG TERM AGREEMENT TEMPLATE of the Bidding documents prior to submitting a Bid. After receipt of any Purchase Order(s) issued pursuant to the signed LTA, the successful Bidder shall deliver the goods and/or services in accordance with the delivery schedule outlined in the Purchase Orders.
- 7.2. The LTA will be established between the successful Bidder(s) and UNFPA to allow UNFPA to contract the provision of the specified goods/services. The resultant Agreement represents an offer on the part of the successful Bidder(s) to provide UNFPA with goods/services, at the prices agreed and under the Conditions of Contract detailed for the duration of the Agreement. These Agreements will not be considered as contracts, nor oblige UNFPA to any financial commitment whatsoever. Only Purchase Orders made pursuant to such Agreements will constitute a commitment on UNFPA's part.
- 7.3. UNFPA reserves the right to discontinue the agreements if the supplier's performance is not satisfactory to UNFPA.
- 7.4. The LTA holders shall hold the prices fixed and not subject to change throughout the validity of the Agreements. LTA holders shall be responsible to apply any special offer or discounts (if applicable) which may become effective at the time of fulfilling the order to any Purchase Order(s) issued under the Agreements. Such discounts shall be reflected in the corresponding supplier invoices.

## **8. Publication of Contract Award**

- 8.1. UNFPA will publish the contract award on [United Nations Global Marketplace](#) with the following information: Supplier Name and Country, Description of the Goods or Services and the date of the contract.
- 8.2. Additionally, for every Purchase Order UNFPA will publish on [United Nations Global Marketplace](#), 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, Purchase order amount and the issue date of the purchase order.

## **9. Payment Provisions**

- 9.1. 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.

## **10. Bid protest**

- 10.1. Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a LTA may complain to the UNFPA Head of the Business Unit Ms. Naomi Kitahara, Representative of UNFPA Mongolia at [kitahara@unfpa.org](mailto:kitahara@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).



**11. Documents establishing sustainability efforts of the Bidder**

11.1. 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)

### Background

The Mongolia Country Office of the United Nations Population Fund (UNFPA) on behalf of UN Agencies (UNDP, UNICEF, WHO, FAO, ILO, IOM, UN-Habitat Representations) in Mongolia is soliciting offers for Translation, Interpretation and Editing Services with intention of signing non-exclusive Long Term Agreements (LTAs) with potential institutions and/or individuals for provision of high quality and timely translation and interpretation services.

UNFPA Mongolia intends to issue LTA for a period of two (2) years, which can be subject to renewal for one additional term of one (1) year, at the sole discretion of UNFPA, subject to tariffs and rates being agreed upon by the institution/individual and to satisfactory performance. However, UNFPA reserves the right to discontinue the use of the LTA with a selected company/individual if the service level or performance delivery level is not satisfactory to UNFPA on behalf of the UN system, or the pricing becomes uncompetitive in the market place.

### Scope of Work

The selected contractor shall perform:

- Written translation from/to English and Mongolian languages
- Editing of translated documents in English and/or Mongolian languages
- Consecutive interpretation from/to English and Mongolian languages
- Simultaneous interpretation from/to English and Mongolian languages

The scope of services will include, but may not be limited to translating, editing and interpreting from/to English and Mongolian languages in the following areas:

- Human rights
- Democratic Governance
- Poverty Reduction
- Economic and Social Development and Policy
- Crisis/Conflict Prevention and Recovery
- Disaster Risk Reduction and Climate Change
- Energy and Environment
- Refugee/Internally Displaced Persons
- Food Security
- Nutrition
- Education
- Child Rights and Child Protection
- Gender Issues/Gender-Based Violence
- Health Issues including HIV/AIDS/STI, Sexual and Reproductive Health and Rights
- Population and Development
- Youth development, and Adolescent health
- Public Planning and Budgeting
- Water, Sanitation and Hygiene
- Early Childhood Development
- Air pollution
- Agriculture: plant protection, livestock/pasture related terminologies and legal documents
- Forestry, Bio-diversity and forest management implementation
- Reducing Emission Deforestation and Degradation



- Legal documents

The selected contractor will undertake the following specific tasks related to translation, interpretation and editing:

1) Translation and editing of UN/UNFPA internal documents such as: messages, reports, texts for bulletins, UN rules, regulations and guidelines, any other internal texts as required. The translated text has to be delivered in MS Word, PowerPoint or Excel files, as required.

2) Translation and editing of UN/UNFPA external documents such as: materials for the media, including press releases, media advisories, publications, reports, and other editorial-related texts. These texts could be for print publications, or broadcast on the web. The translated text has to be delivered in MS Word, PowerPoint or Excel files as required.

3) All text, including text contained in figures, boxes, tables, photo captions, sources and covers require translation and proofreading. Proofreading and editing will be done primarily using Microsoft Office programs such as Word, Excel, PowerPoint. Proofreading and editing of documents will make use of track changes.

4) The translator is expected to perform terminology research (i.e. on UN/UNFPA Term websites and others) to ensure the accuracy and appropriateness of the terminologies used in all translations. The translator is also responsible for ensuring quality and accuracy of the entire document before submitting it back to UNFPA.

### **Place of Work**

UNFPA will not offer office space and the selected contractor is expected to have their own space and equipment. The selected contractor shall also arrange their own transportation including email access.

### **Performance indicators and Evaluation**

The selected contractors shall be evaluated against the following indicators upon delivery of each assignment:

Rating (1-5 where 5 is the highest)

- Acceptance of and Adherence to UN/UNFPA Procedures
- Initiative
- Experience
- Technical Competence
- Performance Efficiency
- Timeliness of Delivery
- Quality of Products

UNFPA will perform evaluation on delivery of each assignment and provide regular and annual feedbacks on quality and timeliness of products to ensure the performance of selected contractor is at appropriate level during the LTA period.

### **Deliverables and Outputs**

UNFPA/MNG/RFP/18/004

UN Translation and interpretation services



- The document to be translated and edited in a manner that no additional editor needs to be hired for finalizing the work.
- The document to be submitted in Microsoft Word format.
- Fonts to be used: Times New Roman or Arial, font size:12, line spacing: single
- Word count: Words of original document will be counted

## Rates and fees

### Written translation

<i>Item</i>	<i>Description</i>	<i>Language</i>	<i>Required time</i>	<i>Translation Fee (regular)</i>	<i>Translation Fee (urgent)</i>
1	1000 Words	Mongolian to English			
2	1000 Words	English to Mongolian			

*Note: Urgent rate will be applied based on above required time for translating 1000 words*

### Editing

<i>Item</i>	<i>Description</i>	<i>Language</i>	<i>Required time</i>	<i>Translation Fee (regular)</i>	<i>Translation Fee (urgent)</i>
1	1000 Words	Mongolian to English			
2	1000 Words	English to Mongolian			

*Note: Urgent rate will be applied based on above required time for translating 1000 words*

### Consecutive translation

<i>Item</i>	<i>Description</i>	<i>Language</i>	<i>Translation Fee</i>
1	1 day = 8 hours	Mongolian to English and vice versa	
2	1 hour	Mongolian to English and vice versa	

### Simultaneous translation

<i>Item</i>	<i>Description</i>	<i>Language</i>	<i>Translation Fee</i>
1	1 day = 8 hours	Mongolian to English and vice versa	
2	1 hour	Mongolian to English and vice versa	

## Selection process

The selection process will be conducted as per the two stages listed below:

- Shortlisting – initial review of curriculum vitae (CV) or profile of applicant institutions/individuals against minimum requirements of the Terms of Reference;
- Written translation test – shortlisted applicants shall take a written translation test where they will be asked to perform brief written translations of texts related to the above-mentioned fields. The applicants got at least 70% of total obtainable score will be considered as passing the exam.



- Oral translation test - shortlisted applicants shall take an oral translation test where they will be asked to perform brief oral translations related to the above-mentioned fields. The applicants got at least 70% of total obtainable score will be considered as passing the exam.

Note: Applicants who have previously had contract with UN/UNFPA with satisfactory performance record shall be exempted from written/oral translation test.

### **Supervision**

The LTA shall be managed and monitored by UNFPA Operations Analyst while individual assignments for translation services will be managed and coordinated by UN/UNFPA relevant staff (LTA user) responsible for contracting each individual assignment. Should there be a need, UNFPA will provide direction to enhance ability of the individual to provide quality services on a timely basis.

### **Penalty Clause**

UN/UNFPA reserves the right to withhold up to 30% of the total fee of the assignment in case that deliverables are not submitted on schedule or do not meet the required standard (e.g. work requires substantive editing or incorrect use of technical terms and standard wordings).

### **Payment**

UN/UNFPA will process payments upon completion of deliverables and acceptance by respective LTA User within 30 calendar days.

To reduce minimum valued transactions, UN/UNFPA shall combine payments of below USD100 in value and settle these on a quarterly basis. Payments exceeding this threshold will be made upon the completion of deliverables in accordance with UNFPA terms and conditions.

### **Qualifications and requirements**

- University degree in translation or linguistics or related field.
- At least two years of proven record of working experience providing high quality translation/interpretation services.
- Experience of working with international or bilateral organizations is a plus.
- Proven technical translation/interpretation skills in English and Mongolian in the UN/UNFPA fields.
- Ability to produce a high volume of quality content with speed.
- Ability to provide translation/interpretation services on a short notice.
- Ability to work under pressure and with minimum supervision and meet strict deadlines.

### **Documentation to be submitted to UNFPA;**

- Copy of diplomas
- CV of applicant individuals
- Profile of applicant institutions and CVs of the proposed translators
- At least 2 reference letters on translation service
- Area of translation experience (to be submitted as per the attached Excel sheet)
- Price quotation (as per the attached template)
- Publication materials translated/edited by the applicants can be submitted as a supplementary

### **Area of translation experience/capability**

Topics	Has experience/capability (Yes/No)
• Human rights	
• Democratic Governance	
• Poverty Reduction	
• Economic and Social Development and Policy	
• Crisis/Conflict Prevention and Recovery	
• Disaster Risk Reduction and Climate Change	
• Energy and Environment	
• Refugee/Internally Displaced Persons	
• Food Security	
• Nutrition	
• Education	
• Child Rights and Child Protection	
• Gender Issues/Gender-Based Violence	
• Health Issues including HIV/AIDS/STI, Sexual and Reproductive Health and Rights	
• Population and Development	
• Youth development, and Adolescent health	
• Social Policy	
• Public Budgeting	
• Water, Sanitation and Hygiene	
• Early Childhood Development	
• Public Planning and Budgeting	
• Air pollution	
• Agriculture: plant protection, livestock/pasture related terminologies and legal documents	
• Forestry, Bio-diversity and forest management implementation	
• Reducing Emission Deforestation and Degradation	
• Legal documents	



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

(21)

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/PPP, 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 16.1

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



### SECTION III: GENERAL CONDITIONS OF CONTRACT

(23)

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

(24)

<b>LTA RATES</b>	The rates charged for the services performed shall not be adjustable.
<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 yearly basis to enable the assessment on the effectiveness, efficiency and/or consistency of goods/services provided. The results of the evaluation will be communicated to the supplier to enable improvements. An extension of the contract will take into consideration results of performance evaluation(s). The evaluation will be based on, but not limited to, the following key performance indicators:</p> <p><b>Goods:</b></p> <ul style="list-style-type: none"> <li>• Adherence to specifications, including quality and quantity</li> <li>• Overall communication and responsiveness, e.g.,             <ul style="list-style-type: none"> <li>- Timely acknowledgement and processing of queries, RFQ, PO</li> <li>- Proactively updating delivery information with UNFPA, including UNFPA's order tracking system (ETD, ETA, ATD, ATA, inspection dates etc.).</li> <li>- In case of delivery delay, proactively communicating with buyers on mitigation measures</li> </ul> </li> </ul> <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><b>Goods and Services:</b></p> <ul style="list-style-type: none"> <li>• Timely delivery of goods and services based on client requirements</li> <li>• Satisfactory level of quality, technical competence, and management of post-delivery issues (if applicable)</li> <li>• Effective and timely communication and documents handling</li> <li>• Adherence to contractual agreement (Purchase Order, contract, LTA terms and conditions)</li> </ul> <p>Key performance indicators may be modified and/or added during the validity of this contract.</p>



<p><b>PAYMENT TERMS</b></p>	<p>UNFPA’s policy is to pay for the performance of contractual services rendered and/or to effect payment upon the achievement of specific milestones described in the contract.</p> <p>UNFPA’s policy is not to grant advance payments except in unusual situations where the potential supplier, whether a private firm, non-governmental organization or a government or other entity, specifies in the Bid that there are special circumstances warranting an advance payment. UNFPA will normally require a bank guarantee or other suitable security arrangement in such cases.</p> <p>Any request for an advance payment is to be justified and documented, and must be submitted with the Financial Bid. The justification shall explain the need for the advance payment, itemize the amount requested and provide a time schedule for utilization of said amount. Information about your financial status must be submitted, such as audited financial statements at 31 December of the previous year and include this documentation with your financial bid. Further information may be requested by UNFPA at the time of finalizing contract negotiations with the awarded Bidder.</p>
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## SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS

### 1. Legal and regulatory requirements

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

### 2. Legal status of the Bidder

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

### 3. Bidder's eligibility

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

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

To:	UNFPA <i>[Insert name of Office]</i> <i>[Insert name of Procurement Official]</i>	Date:	
		Email:	<i>[Insert E-mail of Procurement Official]</i>
From:	<i>[Insert Company Name]</i>		
	<i>[Insert Contact person from Company]</i>		
	<i>[Insert Telephone number]</i>		
	<i>Insert E-mail address of contact person]</i>		
	<i>[Insert Postal address of Company]</i>		
Subject:	UNFPA/MNG/RFP/18/004		

<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	

3.2. SECTION VI – ANNEX B: BID SUBMISSION FORM

- 3.2.
- 3.2.
- 3.2.
- 3.2. )

- 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
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 LTA/Purchase Orders that will be issued pursuant to the LTA and complete the deliverables within the stipulated delivery period



## SECTION VI: BID AND RETURNABLE FORMS

(25)

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

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



## SECTION VI – ANNEX A: BID CONFIRMATION FORM

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

To:	UNFPA <i>[Insert name of Office]</i>	Date:	
	<i>[Insert name of Procurement Official]</i>	Email:	<i>[Insert E-mail of Procurement Official]</i>
From:	<i>[Insert Company Name]</i>		
	<i>[Insert Contact person from Company]</i>		
	<i>[Insert Telephone number]</i>		
	<i>[Insert E-mail address of contact person]</i>		
	<i>[Insert Postal address of Company]</i>		
Subject:	UNFPA/MNG/RFP/18/004		

<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]

Dear Sir/Madam,

The undersigned, having read the original RFP documents of UNFPA/MNG/RFP/18/004 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/MNG/RFP/18/004 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 LTA within the time frame that will be stipulated in the Purchase Orders.

We understand that UNFPA is not bound to accept any Bid it may have received and that a binding contract would result only after final negotiations and award of LTA are concluded and a purchase order(s) are made pursuant to such LTA(s).

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

	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/MNG/RFP/18/004,

<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 supply LTAs	



<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:	

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



## SECTION VI – ANNEX E: PRICE SCHEDULE FORM

**(26)**

(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 19 Submission, sealing, and marking of Bids and in Annex I Instructions to Bidders.
2. All prices/rates Bid must be exclusive of all taxes, since UNFPA is exempt from taxes.
3. The Price Schedule Form must provide a detailed cost breakdown, as shown below. Provide separate figures for each of the steps in Item 1 below; estimates for out of pocket expenses should be listed separately in Item 2 below.

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.

### *Written translation*

<i>Item</i>	<i>Description</i>	<i>Language</i>	<i>Required time</i>	<i>Translation Fee (regular)</i>	<i>Translation Fee (urgent)</i>
1	1000 Words	Mongolian to English			
2	1000 Words	English to Mongolian			

*Note: Urgent rate will be applied based on above required time for translating 1000 words*

### *Editing*

<i>Item</i>	<i>Description</i>	<i>Language</i>	<i>Required time</i>	<i>Translation Fee (regular)</i>	<i>Translation Fee (urgent)</i>
1	1000 Words	Mongolian to English			
2	1000 Words	English to Mongolian			

*Note: Urgent rate will be applied based on above required time for translating 1000 words*



<i>Item</i>	<i>Description</i>	<i>Language</i>	<i>Translation Fee</i>
1	1 day = 8 hours	Mongolian to English and vice versa	
2	1 hour	Mongolian to English and vice versa	

*Simultaneous translation*

<i>Item</i>	<i>Description</i>	<i>Language</i>	<i>Translation Fee</i>
1	1 day = 8 hours	Mongolian to English and vice versa	
2	1 hour	Mongolian to English and vice versa	

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/MNG/RFP/18/004

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?	<b>Error! Not a valid bookmark self- reference.</b>		
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 REQUIREMENT		
Have you prepared a copy of the previous year's audited Company Balance Sheet and Financial Statements?	Section I: Instructions to Bidders, clause 12 & SECTION V: SUPPLIER QUALIFICATION REQUIREMENT		
Have you provided written confirmation that your company is neither suspended by the United Nations system nor debarred by the World Bank Group?	& Section I: Instructions to Bidders clause 2.4		
Have you provided a copy of any of your company's environmental or	Section I: Instructions to Bidders, clause 11		



social policies, and any related documentation?			
Have you reviewed the UN Global Compact requirements?	Section I: Instructions to Bidders, clause 11		
Have you sealed and marked the Bids according to Instructions to Bidders clause 20.3 (electronic Bids) or clause 20.4 (hard copy Bids) or clause 20 (Submission through an online system)?	Section I: Instructions to Bidders, clause 19.3 & 19.3		
If submitted electronically through email, is the file size of the Bid less than 8MB? (If the file size is above 20 MB, refer to Instructions to Bidders clause 20.3.3)	Section I: Instructions to Bidders, clause 19.3.3		
Have you noted the Bid closing deadline?	Invitation letter Number 4		
Have you provided information on Supplier Qualification Requirements?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENT & 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 REQUIREMENT		
Have you provided contact details of commercial banks and names of contact persons from whom UNFPA can seek feedback?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENT		
Have you provided sufficient documentation of your company's ability to undertake the LTA, i.e., <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>	SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE &  SECTION V: SUPPLIER QUALIFICATION REQUIREMENT		



Have you supplied clients' certificates in support of the satisfactory operation of the goods/services as specified above?	SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE		
Have you checked Section I: Instructions to Bidders, clauses, 17 & 18 and provided all requested documentation in the correct formats?	Section I: Instructions to Bidders, clauses 16 & 17		

## SECTION VII: CONTRACTUAL FORMS

(25)

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

Description		Status	Preferred file for submission
Annex A:	Long Term Agreement Template	Mandatory	PDF
Annex B:	Bank Guarantee for Advance Payment	Not Applicable	PDF
Annex C:	Performance Security	Not Applicable	PDF



SECTION VII – ANNEX A: LONG TERM AGREEMENT TEMPLATE

(27)

# LONG TERM AGREEMENT

LTA – No:      YEAR/No.

Date: DD/MM/YY

THE UNITED NATIONS POPULATION FUND (UNFPA)  
 605 Third Avenue  
 New York, NY 10158, USA  
 Fax: +1 212 297 4916

Wishes to enter into a Long Term Agreement

With

*VENDOR*  
*VENDOR'S ADDRESS*  
*PHONE – FAX NUMBER*  
*E-mail ADDRESS*

for the direct ordering of

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

**As stipulated in the attached document**

UNFPA GENERAL TERMS AND CONDITIONS FOR CONTRACTS: PROVISION OF GOODS AND/OR SERVICES (ANNEX 1) & TERMS OF REFERENCE (ANNEX 2) ATTACHED APPLY.	Signature  ..... Mr. Eric Dupont, Chief Procurement Services Branch, UNFPA
Vendor Number: <i>No.</i>	Signature  ..... <i>NAME, POSITION, VENDOR</i>
QUERIES TO: <i>NAME FOCAL POINT UNFPA</i> <i>EMAIL ADDRESS</i>	



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Long Term Agreement No. YY/No. – VENDOR'S NAME	
Validity	: From DD/MM/YYYY To DD/MM/YYYY
Payment Currency	: CURRENCY
Payment Terms	: Net 30 days

Consultant Profile	On - site Daily Cost (Currency)	Off - Site Daily Cost (Currency)	Lead Time (Weeks)

**PRODUCTS [DELETE IF NOT RELEVANT]**

Long Term Agreement No. YY/NO. – VENDOR'S NAME									
Validity : From DD/MM/YYYY To DD/MM/YYYY									
Delivery Terms : FCA location of departure									
Payment Currency : CURRENCY									
Payment Terms : Net 30 days									
Atlas Item ID	Description	Sales UoM	Primary UoM	Unit Price	Min./Mult. Quantity per	Volume Discount (per order/ per Primary UoM)	LTA Lead Time	Shelf Life (months )	Country of Origin



				(curr ency)	Primary UoM		FCA (weeks )		



## 1. OBJECTIVE

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

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

## 2. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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



### 3. VALIDITY OF THE AGREEMENT

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

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

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

### 4. DELIVERABLES OF THIS AGREEMENT

*PLEASE DESCRIBE THE PRODUCT/SERVICES OF THIS CONTRACT*

### 5. AGREEMENT DOCUMENTS

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

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

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

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

### 6. PRICES AND DISCOUNTS

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

Changes to the LTA prices and general discount shall only be made upon agreement and based on written amendment signed by both parties.

The Supplier shall be responsible to apply to the Purchase Orders raised under this Agreement any special offer or discounts (if applicable) which may become effective after the placement of the order and until the delivery is complete. Such discounts shall be reflected in the corresponding invoices. Failure to do so may result in the termination of the Agreement.

By signing this Agreement, the Supplier undertakes not to provide the same *[goods/services, DELETE AS APPROPRIATE]* under similar circumstances to other customers at a price lower than



that offered to UNFPA and stated in this Agreement. Should the Supplier do so, UNFPA will then be offered the new lower price.

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

In order to mitigate financial risks, should the USD appreciate by more than 10% against the Supplier's preferred currency for more than six months, the Supplier will be requested, during the course of the LTA, to adjust its USD price downward and use, for that purpose, the UN exchange rate. Similarly, should the USD depreciate by more than 10% against the Supplier's preferred currency for more than six months, the Supplier will be permitted to adjust its USD price upward by applying the UN exchange rate. To obtain the monthly UN exchange rate, click this link:

## **7. REPORTS**

The Supplier shall provide UNFPA with reports upon request on the volume of orders, and sales per country and information in tracking the progress of each order showing production status, expected delivery (FOB) date, pre-shipment inspection date, ETD, ETA, ATD and ATA.

## **8. SOLVING DISPUTES**

In the event of testing results conducted by UNFPA designated independent OCLs, either during pre-shipment or post-shipment testing that are non-conforming to specifications as per indicated pharmacopoeia standards, the Supplier will be required to investigate the discrepancy and provide a report.

In case of non-compliance, either in the quality of the product or appropriate packaging or agreed labeling, the Supplier will be requested to replace the complete batch at Supplier's own cost or reimburse UNFPA as well as and take appropriate actions to eliminate risks to health of users.

## **9. TERMINATION**

Refer Clause No. 20 of GTC.

The initiation of arbitration proceedings in accordance with the settlement of disputes herein shall not be deemed a termination of the Long Tem Agreement.

## **10. SUPPLIER'S PERFORMANCE EVALUATION**

Under this Agreement, the Supplier's performance will be monitored and evaluated by UNFPA on half-yearly basis in order to enable the assessment on the effectiveness, efficiency and/or consistency of services provided. The results of the evaluation will be communicated to the Supplier in order to enable the improvements of services.

UNFPA/MNG/RFP/18/004

UN Translation and interpretation services



The extension of this Agreement for a maximum of one additional term of one (1) year will take into consideration the results of the performance evaluation. The evaluation will be based but not limited to the following Key Performance Indicators:

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

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

#### **11. UNETHICAL BEHAVIOUR**

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

#### **12. CORRUPT AND FRAUDULENT PRACTICES**

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

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

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

UNFPA will declare a Supplier ineligible, either indefinitely or for a stated period of time, to be awarded a UNFPA-financed contract/agreement if at any time it determines that the Supplier has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNFPA-financed contract/agreement.

#### **13. TRANSPARENCY**

Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the UNFPA Division for Oversight Services as well as with any other oversight entity authorized by the Executive Director and with the UNFPA Ethics Advisor as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives, agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNFPA to



repudiate and terminate the Agreement, and to debar and remove the supplier from UNFPA's list of registered suppliers.

#### 14. UNFPA ENVIRONMENTAL GOALS

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



## 15. ZERO TOLERANCE POLICY ON GIFTS AND HOSPITALITY

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

## 16. VENDOR ELIGIBILITY

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

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

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

- (1) Vendors suspended or removed by the United Nations Procurement Division:  
UNFPA subscribes to the suspended or removed vendor list of the United Nations Procurement Division. Vendors that have been suspended or removed by the United Nations Procurement Division are ineligible to do business with UNFPA.
- (2) Vendors declared ineligible by other organizations of the United Nations:  
UNFPA adheres to decisions made by other organizations of the United Nations on the ineligibility of vendors for business with that organization of the United Nations if such ineligibility has been disclosed in UNGM. Vendors that have been declared ineligible for business by another organization of the United Nations are ineligible to do business with UNFPA.
- (3) 1267 list:  
Persons or entities included on the list of individuals and entities associated with Al-Qaida and/or the Taliban, which is maintained pursuant to United Nations Security Council resolution 1267, are ineligible to do business with UNFPA. No exceptions are permitted.
- (4) World Bank listing of ineligible vendors:  
UNFPA may conduct procurement activities with funds granted by the International Development Association or by the International Bank for Reconstruction and Development. In such cases, a Memorandum of Understanding must be signed by UNFPA and the recipient Country. The standard [Memorandum of Understanding](#) prohibits placing any purchase order to any supplier included in the [World Bank Listing of Ineligible Firms](#) and the [World Bank Corporate Procurement Listing of Non-Responsible Vendors](#) without obtaining in advance a written authorization from the funding entity.



## 17. BID PROTEST

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

## 18. SHARING OF AGREEMENT AMONG UN AGENCIES

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

## 19. PUBLISHING PURCHASE ORDER AWARD INFORMATION

For every Purchase Order, UNFPA shall publish on UNGM (<http://www.ungm.org>) the following information: Purchase Order Reference Number, Description of the Goods or Services procured, Beneficiary Country, Supplier Name and Country, Contract Value and Issue Date of the Purchase Order.

## 20. SUPPLY COVERAGE

By signing this Agreement, the Supplier agrees to supply the Goods/Services to all the developing countries, least developed countries and transition countries listed in the following link: <http://unstats.un.org/unsd/methods/m49/m49regin.htm#developed>

## 21. EMBARGO, ECONOMIC AND TRADE PROHIBITED TRANSACTIONS

UNFPA has its programs in developing and transitional countries, including the countries which might be sanctioned or embargoed by the United States Office of Foreign Assets Control (OFAC). The Supplier shall inform UNFPA at the time of bidding, as well as during validity of the LTA its export controls and restrictions pertaining to the OFAC embargo and/or economic and trade prohibited transactions. The Supplier shall provide assistance to UNFPA Procurement Services Branch in delivering the goods and/or services to the OFAC's embargoed countries through a third-party.

## 22. LIQUIDATED DAMAGES:

In case the Vendor fails to perform under the terms and conditions of the Purchase Order or Long Term Agreement, including but not limited to failure of obtaining necessary export licenses or delivering all the goods by the date or dates of delivery, UNFPA shall without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a. Procure all or part of the goods from other sources, and in that event UNFPA may hold the Vendor responsible for any excess cost occasioned thereby. In exercising such rights UNFPA shall mitigate its damages in good faith;
- b. Refuse to accept delivery of all or parts of the services;



- c. Terminate the Purchase Order or Long Term Agreement;
- d. For late delivery of goods, UNFPA shall claim liquidated damages from the Vendor and deduct 0.5% of the value of the goods pursuant to the Purchase Order per additional day 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 Long Term Agreement or Purchase Order.



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

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**ANNEX 2: TERMS OF REFERENCE (TOR)**

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