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20 August, 2018

**REQUEST FOR PROPOSAL (RFP)**  
**RFP Number UNFPA/IDN/RFP/18/001**  
For the establishment of a:  
**CONTRACT FOR PROFESSIONAL SERVICES**  
In regards to:  
SUPPLY/PROVISION OF SERVICES to JAKARTA, INDONESIA

**LETTER OF INVITATION**

Dear Sir/Madam,

1. The United Nations Population Fund (UNFPA), an international development agency, is seeking qualified Bids for the provision of services – **The Advocacy on the Abandonment of FGM/C with Women Moslem Religious Leaders**. Your company is hereby invited to submit your best Technical and Financial Bids for the requested services. Your Bid could form the basis for a contract for professional services (CPS) between your company and UNFPA.
2. To enable your company to submit a Bid, please read the following attached documents carefully:

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

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



All Bids comprising of Technical and Financial parts should reach the below and corresponding addresses no later than Tuesday, 11 September, 2018 at 23:59 Jakarta time<sup>1</sup>:

- a. If you choose to submit your Bid in hard copy, your Technical Bid and Financial Bid should be submitted in separate, sealed envelopes in accordance to clause 20.3 Submission of hard copy Bids, and should reach the following address:

**United Nations Population Fund**

7<sup>th</sup> Floor Menara Thamrin  
Jl. M.H. Thamrin Kav. 3  
Jakarta 10250, Indonesia

- b. If you choose to submit your Bid electronically, your Technical Bid and Financial Bid should be submitted in separate emails in accordance to clause **Error! Reference source not found.** Submission of electronic Bids, should reach the email inbox of [indonesia.office@unfpa.org](mailto:indonesia.office@unfpa.org). Do not submit Bid documents to any other email address, sending the Bid to any other email address, including as a carbon copy (cc), will violate confidentiality and result in the invalidation of the Bid.
5. Bids received after the stipulated date and time will be rejected.
  6. Any questions relating to the Bid process and/or to the attached documents shall be sent to: *Ms. Ira Novita, Admin Associate* at email: [novita@unfpa.org](mailto:novita@unfpa.org)

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

7. UNFPA posts all Bids notices, clarifications and results in the United Nations Global Marketplace; hence, we strongly encourage Bidders to register on [UNGM](https://www.ungm.org). The UNGM is the procurement portal of the United Nations system. By registering on UNGM, suppliers become part of the database that UN buyers use when searching for suppliers. The link describes the registration process: <https://www.ungm.org/Public/Pages/RegistrationProcess>

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

8. UNFPA looks forward to receiving your Bid and thanks you in advance for your interest in UNFPA procurement opportunities.

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



9. This letter is not to be construed in any way as an offer to contract with your company/institution.

Yours sincerely,

*Ms. Ira Novita*  
*Admin Associate*  
*Indonesia Country Office*  
UNFPA

Approved by:

*Dr. Annette Sachs Robertson*  
*Representative*  
*Indonesia Country Office*  
UNFPA



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## SECTION I: INSTRUCTIONS TO BIDDERS

### A. INTRODUCTION

#### 1. General

- 1.1. UNFPA's Procurement Services Branch wishes to establish a contract for professional services with a qualified supplier(s) for the provision of services – **The Advocacy on the Abandonment of FGM/C with Women Moslem Religious Leaders** in support of UNFPA's Programmes located in Indonesia.
- 1.2. As a result of this competitive Bid process, UNFPA plans to sign a Contract for Professional Services with single supplier.
- 1.3. In the event of UNFPA signing a contract the following shall apply:
  - 1.3.1. The contract template specified in SECTION VII – ANNEX A: TEMPLATE OF CONTRACT FOR PROFESSIONAL SERVICES, shall be used.

#### 2. Eligible Bidders

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



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

### 3. Cost of Bid

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

### 4. Fraud and Corruption

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



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

## **5. Zero Tolerance**

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

## **6. Disclaimer**

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





## B. SOLICITATION DOCUMENTS

### 7. UNFPA Bidding document

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

7.2. Bidding documents consists of the following:

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

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

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

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

### 8. Clarifications of Bidding documents

8.1. Bidders requiring clarification to the Bid process and/or to the Bid documents may be addressed in writing to: Ms. Ira Novita, Admin Associate, [novita@unfpa.org](mailto:novita@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 Monday, 27 August 2018, at 23:59 Jakarta 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)) and UNFPA website ([indonesia.unfpa.org](http://indonesia.unfpa.org)).

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



8.3. UNFPA will respond to requests for clarifications as soon as possible. However, delays in UNFPA's response will not oblige UNFPA to extend the Bid submission deadline. UNFPA may extend the deadline in specific cases UNFPA deems justified and necessary.

## **9. Amendments to Bidding documents**

9.1. At any time prior to the Bid submission deadline, UNFPA may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding documents by issuing an amendment.

9.2. UNFPA shall post all amendments under the original notice on UNGM. All prospective Bidders that have received the Bidding documents shall periodically check if amendments have been posted to the bidding documents on UNGM.

9.3. To give prospective Bidders reasonable time to take the amendments into account, UNFPA may, at its discretion, extend the Bid submission deadline.

## **C. PREPARATION OF BIDS**

### **10. Language of the Bid**

10.1. Bid documents and all related correspondence will be written in English.

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

### **11. Bid currency and prices**

11.1. All prices shall be in Indonesian Rupiahs (IDR) or any other convertible currency.

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

### **12. Conversion to single currency**

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

### **13. Most favored pricing**

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

### **14. Validity of Bids**

14.1. Bids must remain valid for 90 calendar days after the Bid submission deadline. UNFPA will consider Bids with shorter validity as not substantially responsive and reject them. Under special circumstances, UNFPA may request Bidders to extend the validity of their Bids. Requests for validity extension will be made in writing.



## 15. Bidders' conference

15.1. When appropriate, a Bidders' conference will be conducted at the date, time and location specified in Section II – Terms of Reference.

## D. SUBMISSION OF BIDS

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

16.1. Evidence of conformity of the goods/services to the Bidding documents may include the following documentation as described in clauses 17 Technical Bid and 17.1.6 Financial Bid, to be completed and returned in hard copies or in electronic format depending on the submission approach selected.

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

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

### 17. Technical Bid

17.1. Documents establishing the eligibility of the Technical Bid:

- 17.1.1. Completed and signed Bid Submission Form; SECTION VI – ANNEX A: BID SUBMISSION FORM, in PDF format. Note: if the bid submission form is not submitted or not signed, and provided the bidder has not indicated they do not accept any of the conditions required in this form, UNFPA shall consider that the bidder has accepted all such conditions. For the sake of good order, at the time of bid evaluation UNFPA will request the bidder to provide the signed Bid Submission Form.
- 17.1.2. Completed Bidder Identification Form; SECTION VI – ANNEX B: BIDDER IDENTIFICATION FORM in PDF format.
- 17.1.3. Completed Bidder's Previous Experience; SECTION VI – ANNEX C: BIDDER'S PREVIOUS EXPERIENCE in PDF format.
- 17.1.4. Technical Bid, including documentation to demonstrate that the Bidder meets all requirements. The Technical Bid should be presented concisely and structured to include but not necessarily be limited to the information listed in **Error! Reference source not found.** in PDF format
- 17.1.5. Supporting documents/information per the Supplier Qualification Requirements;



17.1.6. SECTION V: SUPPLIER QUALIFICATION REQUIREMENT

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

**18. Financial Bid**

18.1. Bidders must complete the Price Schedule Form in accordance to SECTION VI – ANNEX D: PRICE SCHEDULE FORM – both in PDF format (signed version) and excel format. The separate Financial Bid must contain a quotation in a single currency, itemizing all services to be provided.

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

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

18.2.2. Estimates for out of pocket expenses should be listed separately. Where installation, commissioning, training or other similar services are required to be performed by the Bidder, the Bidder shall include the prices for these services broken down into itemized prices.

18.2.3. All prices/rates Bid must be exclusive of all taxes, since UNFPA is exempt from taxes. The applicable unit of measure should be clearly indicated.

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

**19. Partial & Alternative Bids**

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

19.2. Alternative bids are not accepted. In the event of a supplier submitting more than one bid, the following shall apply:

19.2.1. All bids marked alternative bids will be rejected and only the base bid will be evaluated.

19.2.2. All bids will be rejected if no indication is provided as to which bids are alternative bids.

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

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

20.2. UNFPA provides alternative methods of Bid submission:

20.2.1. Electronic Bids may be submitted via email in accordance with the guidelines provided in clause 20.3.

20.2.2. Hard copy Bids may be delivered personally, by mail, or by courier in accordance with the guidelines provided in clause 20.4

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



### 20.3. Submission of electronic Bids

20.3.1. Bidders must enter the following text in the subject line: UNFPA/IDN/RFP/18/001, [Company Name], and specify “Technical Bid” or “Financial Bid”. Example below:

20.3.1.1. UNFPA/IDN/RFP/18/001, [Company name], Technical Bid email X

20.3.1.2. UNFPA/IDN/RFP/18/001, [Company name], Financial Bid

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

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

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

20.3.4. It is recommended that the entire Bid be consolidated into as few attachments as possible, in commonly-used file formats in accordance to what has been stated in clauses 17 & 17.1.6. If the Bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. Multiple emails must be clearly identified by indicating in the subject line “email X” sequentially, and the final “email Y – final”.

### 20.4. Submission of hard copy Bids

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

20.4.2. Marking of hard copy Bids

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

UNITED NATIONS POPULATION FUND 7 <sup>th</sup> Floor Menara Thamrin Jl. M.H. Thamrin Kav. 3 Jakarta 10250, Indonesia UNFPA/IDN/RFP/18/001, [Company Name] Attention: Ms. Ira Novita <b>TO BE OPENED ONLY BY AUTHORIZED UNFPA PERSONNEL</b> <b>DO NOT OPEN BEFORE 12 September 2018 at 12:00 Jakarta Time</b>
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20.4.2.2. The envelope must indicate the name and address of the Bidder. If the outer envelope is not sealed and marked as required, UNFPA will assume no responsibility in the event of Bid misplacement or premature opening.

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



UNITED NATIONS POPULATION FUND  
7<sup>th</sup> Floor Menara Thamrin  
Jl. M.H. Thamrin Kav. 3  
Jakarta 10250, Indonesia  
UNFPA/IDN/RFP/18/001, [Company Name]  
Attention: Ms. Ira Novita

**TO BE OPENED ONLY BY AUTHORIZED UNFPA PERSONNEL**

Submission 1 of 2: UNFPA/IDN/RFP/18/001, [Company name], Technical Bid  
Submission 2 of 2: UNFPA/IDN/RFP/18/001, [Company name], Financial Bid

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

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

## 22. Modification and withdrawal of Bids

- 22.1. Bidders are expected to have sole responsibility to examine the conformity of their Bids to the requirements of the RFP, keeping in mind that material deficiency in providing information requested by UNFPA, or lack of clarity in the description of goods or services to be provided may result negatively in the evaluation process of the Bids.
- 22.2. Bidders may modify, substitute or withdraw their Bid after submission, provided that written notice is received by UNFPA prior to the submission deadline.
- 22.3. Any proposed modification, substitution or withdrawal must be submitted in accordance to clause 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.
- 22.4. No Bid may be modified, substituted or withdrawn in the interval between the submission deadline and the expiration of the period of the Bid validity. No Bid may be modified, substituted or withdrawn after the submission deadline.

## 23. Storage of Bids

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

## E. BID OPENING AND EVALUATION

### 24. Bid opening

- 24.1. UNFPA will conduct an internal Bid opening on 12 September 2018, at 15:00 Jakarta time<sup>3</sup> at the office of 7<sup>th</sup> Floor Menara Thamrin, Jl. M.H. Thamrin Kav. 3, Jakarta.

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



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

## **25. Clarification of Bids**

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

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

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



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

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

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

## **28. Evaluation of Bids**

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





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

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

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

## **29. Technical evaluation**

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



Criteria	[A] Maximum Points	[B] Points attained by the Bidder	[C] Weighting %	[B] x [C] = [D] Total Points
<b>A. General Organizational Capacity and Experience</b>	<b>100</b>			
A.1. Demonstrates credibility and competence for working with religious leader on GBV and harmful practices <ul style="list-style-type: none"> <li>• Legal documents;</li> <li>• Profile of the institution and relevance to the Project; the networking capacity especially with religious leader and government; having experience, competency and capacity related with the project</li> <li>• Institutional structure: An organogram/organization chart illustrating the reporting lines, together with a description of such organization of the team structure should support your BID</li> </ul>	70		<b>30%</b>	
A.2. Have nationally recognized, geographically diverse pool of experts on the team to carry out technical assistance	30			
<b>B. Technical proposal</b>	<b>100</b>			
B.1. Understanding of the scope, objectives and the project assignments. <ul style="list-style-type: none"> <li>• Does the proposal clearly elaborate the strategy and approach to be used and the rationale behind it?</li> <li>• Do the proposed strategy and approach meet the objectives?</li> </ul>	25		<b>35%</b>	



B.2. Does the proposal include a clear logical activities and staffing plan, including realistic schedule? Are the resources allocated to achieving the tasks suitable and sufficient?	25			
B.3. Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	25			
<b>C. Specific experience and expertise relevant to the assignment</b>	<b>100</b>			
C.1. Relevance of : Specialized knowledge, experience on similar programme/project, work for other UN agencies/major multilateral/bilateral programmes	20		<b>20%</b>	
C.2. Previous experience in developing advocacy material and working with government and communities (religious leaders) in Indonesia for GBV and/or harmful practices.	80			
<b>D. Organizational and Staffing</b>	<b>100</b>			
<b>Team Leader</b>				
D.1. Demonstrates ability and suitability to lead the project, including the ability to work constructively with stakeholders i.e. government counterparts and civil society	20		<b>15%</b>	
D.2. Demonstrates good understanding of FGM/C as harmful traditional practices and the context of FGM/C from religious perspective including cultural, health, and human rights	20			
<b>Team Member</b>				
D.3. Understood the context of harmful practices from religious perspective including cultural, health, and human rights	20			
D.4. Relevant experience of key personnel	20			



D.5. The overall ability of the team to provide high quality technical expertise while ensuring strong strategy, administrative and operational management	20			
<b>GRAND TOTAL ALL CRITERIA</b>			100%	

### 29.2. Scoring Scale System

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

Degree to which the Terms of Reference requirements are met based on evidence included in the Bid submitted	Points out of 100
Significantly exceeds the requirements	90 – 100
Exceeds the requirements	80 – 89
Meets the requirements	70 – 79
Partially meets the requirements	40 – 69
Does not meet the requirements or no information provided to assess compliance with the requirements	0 – 39

### 30. Supplier qualification requirements

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

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



- 30.2. Notwithstanding anything stated above, UNFPA reserves the right to assess the Bidder's capabilities and capacity to execute the services satisfactorily before deciding on award.
- 30.3. Even though the Bidders may meet the above qualifying criteria, they can be subject to disqualification if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and/or have a record of poor performance such as: not properly completing contracts, inordinate delays in completion, litigation history, financial failures, etc.

**31. Financial evaluation**

- 31.1. The Financial Bid will only be evaluated if the Technical Bid achieves the minimum score as indicated in clause 28.2 and is considered qualified through the supplier qualification process described in clause 30. Proposals failing to obtain this minimum technical threshold or those which will not be considered qualified through the supplier qualification process will not be eligible for further consideration.
- 31.2. The Financial Bid is evaluated on the basis of its responsiveness to the Price Schedule Form SECTION VI – ANNEX D: 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:

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

**32. Total score**

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

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

**A. AWARD OF CONTRACT AND FINAL CONSIDERATIONS**

**33. Award of Contract**

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

**34. Rejection of Bids and annulments**

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



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

- 35.1. At the time of award of the contract UNFPA reserves the right to vary the quantity of goods and/or services specified in the RFP by up to 20% without any change in hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.
- 35.2. UNFPA reserves the right to negotiate the price with the Bid winner before awarding the contract to ensure that the Financial Bid is competitive on all aspects of the price.
  - 35.2.1. The purpose of negotiations of offers selected based on the 'cumulative analysis methodology' is to ensure that the technical proposal is in line with requirements and that the financial proposal is competitive on all aspects of the price.
  - 35.2.2. In the negotiations, any deficiency in the offer will be pointed out to the supplier. The supplier will be allowed to make adjustments in the proposal in order to improve and more clearly specify the contents of the offer. However, under no circumstances shall the requirements (Terms of Reference/specifications) be changed.

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

- 36.1. The procurement official will send the successful Bidder(s) the contract for professional services for a fixed contract value [*Please edit accordingly, specify other approaches as applicable. E.g. Ceiling Price Contract, etc.*], which constitutes notification of award. Successful Bidder(s) shall sign and date the contract, and return it to UNFPA within 10 calendar days of receipt of the contract. To facilitate the process of signing the contract, Bidders are expected to have reviewed the template of Contract for Professional Services, found in SECTION VII – ANNEX A: TEMPLATE OF CONTRACT FOR PROFESSIONAL SERVICES of the Bidding documents prior to submitting a Bid. The successful bidder shall deliver the services and/or goods in accordance with the delivery schedule outlined in the Bid/ Contract only after both parties sign the contract.
- 36.2. UNFPA reserves the right to discontinue the contract if the supplier's performance is not satisfactory to UNFPA.

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

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

### **38. Payment Provisions**

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

### **39. Bid protest**

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



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

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



## SECTION II: TERMS OF REFERENCE (TOR)

### A. UNFPA's Global Work

UNFPA, the United Nations Population Fund, is an international development agency that promotes the right of every woman, man and child to enjoy a life of health and equal opportunity. UNFPA supports countries in population data for policies and programmes to reduce poverty, and to ensure that every pregnancy is wanted, every childbirth is safe and every young person's potential is fulfilled.

### B. UNFPA and Harmful Traditional Practices

In 2010 the “Global strategy to stop health-care providers from performing female genital mutilation (FGM/C)” was developed by UNFPA, UNICEF, UNHCR, UNIFEM, WHO, FIGO, ICN, WCPA, WMA, MWIA. In Indonesia, UNFPA started working on the FGM/C issue in 2007, when UNFPA, through the UN Confidential Report of CEDAW, raised the issue of FGM/C. The issue received many international comments, notably from the CEDAW Committee, and was reflected in the CEDAW concluding comments. This process also facilitated the beginning of a national discourse on FGM/C. In 2010, UNFPA, in collaboration with National Commission on Eliminating Violence Against Women (NCAVW), advocated to relevant stakeholders and individuals, including the Ministry of Health (MOH) and the Ulama Council/MUI for the withdrawal of the Fatwa and the Decree supporting FGM/C medicalization that was endorsed in 2010.

In 2015, UNFPA conducted an International Seminar on “Female Genital Mutilation/Cutting: Discussion from Social-Cultural and Health Perspectives” attended by representatives of Indonesia’s line Ministries/Agencies, NGOs and other key stakeholders such as Ms. Sinta Nuriyah Abdurahman Wahid, a human rights activist and a former first lady as a key note speaker. An FGM/C international expert from the Al-Azhar University: Prof. Ahmed Ragaa Abd El-Hameed Ragab; UNFPA Head Quarter Specialist on Gender, Culture and Human Rights: Dr. Nafissatou J. Diop participated as resource persons followed by key persons from the Ministry of Religious Affairs (MORA), MOH, National Commission on Child Protection, UNICEF and World Health Organization (WHO).

UNFPA also worked on a background paper for policy on FGM/C, as a reference document for further advocacy to the policy makers. Through UNFPA’s Ninth Country Programme (2016-2020), UNFPA commits to the abandonment of FGM/C, through supporting MOWECP to coordinate strategic actions to address FGM/C, developing SDGs indicators and providing further evidence on FGM/C as requested by Government of Indonesia for policy dialogue and change through the National Planning Board and MOWECP.

### C. Background

The World Health Organization (WHO)<sup>4</sup>[1] estimates about 200 million women and girls around the world experienced FGM/C, which comprises all procedures that involve partial or total removal of the external female genitalia, or cause other injury to the female genital organs for non-medical reasons. This ranges from pricking or piercing the genital area to partial or full removal of the clitoris.

The 2013 Indonesian National Basic Health Survey (*Riskesdas*) reported that 51.2 % of girls age 0-11 in Indonesia had experienced FGM/C. The survey provided data on the prevalence of FGM/C by area

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<sup>4</sup> WHO. 2018. Female genital mutilation: Fact sheet. <http://www.who.int/mediacentre/factsheets/fs241/en/>, accessed January 18, 2018





(province/district), however, did not include information on the types of FGM/C being practiced or its drivers<sup>5</sup>.

To deepen the understanding of FGM/C in Indonesia, in 2017, with the support from the Australian Department of Foreign Affairs and Trade (DFAT) and UNFPA collaborated with the NCVAW and the Centre for Population and Policy Studies of the University of Gadjah Mada (PSKK-UGM) for the Qualitative and Quantitative FGM/C Study. The study was conducted in the 7 provinces with the highest prevalence of FGM/C in Indonesia (according to the 2013 Riskesdas), and in 3 provinces, also with higher than average prevalence rates, that have district level regulations requiring payment from health service providers for providing FGM/C. The scope of the study means it does not provide a national picture of FGM/C across Indonesia, rather it generates data about FGM/C practices in the 10 selected provinces.

A number of consultations with government institutions such as Bappenas, MOWECP, MOH, MORA Affairs, Ministry of Education and Culture (MOEC) as well as with faith-based organizations and gender practitioners were conducted prior and after the study. As a result, a final consolidated FGM/C study report and a Policy Brief on FGM/C Practices in Indonesia have been produced.

#### **D. Rationale**

Based on the study conducted in 2017, one of the findings suggests that FGM/C is practised because it is viewed as a religious requirement and inter-generational tradition. Many parents' decisions to perform FGM/C on their daughters included the belief that the ritual is considered a religious order. To respond to this issue, it is viewed that engaging religious leaders is very important since they could influence behavior change towards the abandonment of FGM/C. The engagement with religious leaders can be done through targeted advocacy and awareness-raising to better inform -these influential figures and the wider community about the dangers of FGM/C for women and girls. Several countries in the Middle East and Africa (Egypt, Burkina Faso, Kenya, Liberia and Togo) involved their religious leaders in discussions on the long-term harmful effects of FGM/C practices and those countries successfully decrease the FGM/C rates. This highlights the importance of better educating religious leaders and broader society on the health impacts on women and girls.

In Indonesia, the role of Women Religious Leaders is very important. This group is one of the strongest initiators for social change in the community. Women religious leaders live within the society and their role and opinions are well respected in society. According to the NCVAW and PSKK UGM's study on 2017<sup>6</sup>, the decision making on the FGM/C are the mother and grandmother of the daughter. Therefore, the role of women religious leader becomes significant in promoting abandonment of FGM/C to the women's group (the mother and grandmother). The institution that has experience working with community and women religious leader will make the intervention more effective to increase the awareness on the FGM/C and changing the practice in grass-root level.

#### **E. Purpose**

1. To increase awareness on FGM/C and encourage the changing behavior on why it is important to abandon the practice among community especially women's group (the mother and grandmother).

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<sup>5</sup> Ministry of Health Republic of Indonesia, Health Research and Development Institution. 2013. National Basic Health Research (*Riskesdas*) 2013. Jakarta: Ministry of Health Republic of Indonesia.

<sup>6</sup> Anshor, Maria Ulfah and Hewatt, Sarah. 2017. *Female Genital Mutilation/ Cutting: At the Intersection of Tradition and Modernity A mixed-methods study of the medicalization of Female Genital Mutilation/Cutting (FGM/C) at 17 Districts in ten provinces - Indonesia*. Jakarta: Komnas Perempuan and PSKK UGM.



2. To develop and implement evidence-based advocacy strategies to end FGM/C practices for women religious leaders as well as relevant recommendations for wider religious leaders to advocate for the abandonment of harmful practices such as FGM/C.

#### **F. Objectives**

1. To increase the capacity of women religious leaders in advocating for the abandonment of FGM/C towards their women religious members and the communities.
2. To increase capacities to measures advocacy so that advocacy efforts lead to positive intended results on lowering the demand on FGM/C

#### **Specific Objectives:**

1. To develop the advocacy material(s) and training manual on FGM/C prevention among religious leaders
2. To monitor and evaluate the trained women religious leaders on the implementation of the training knowledge in advocating for the FGM/C abandonment among their communities

#### **G. Scope of Work**

##### **G.1. Duration**

The assignment will be from October 2018 to December 2020.

##### **G.2. Project Area**

The activities will be conducted in Jakarta, Palembang, Makassar and Semarang. The national advocacy and workshop will be conducted in Jakarta, whereas the trainings will be conducted based on regional divisions – Makassar, Palembang, and Semarang.

##### **G.3. Expected Deliverables**

###### **Year 1 (2018):**

1. Inception report of plan, methodology including monitoring and evaluation, and instruments for developing advocacy material(s) related to abandonment of FGM/C submitted
2. Advocacy material related to abandonment of FGM/C for women religious leaders developed by selected institutions through a series of consultations, finalized and endorsed by relevant members of the women religious leaders
  - a. Submission of work plan to UNFPA
  - b. Development of advocacy material(s) for women religious leaders
3. Training manual for women religious leaders developed by a selected institution through a series of consultations, finalized and endorsed by relevant members of the women religious leaders
  - a. Development of a training manual on FGM/C for women religious leaders
4. Year one progress report submitted

###### **Year 2 (2019):**

5. Sixty (60) women religious leaders are trained to enhance their capacity on how to advocate and deliver the message on abandonment of FGM/C to their communities
  - a. Conduct of three (3) trainings for women religious leader covering the the East (Makassar), West (Palembang), and Central (Semarang) regions



- b. Submission of training reports for women religious leaders covering the East (Makassar), West (Palembang), and Central (Semarang) regions including report on the increased knowledge (pre-post test) of training participant and observation guide
6. Year two progress report submitted

**Year 3 (2020):**

7. Review of training and advocacy result for trained women religious leaders conducted to review the progress of implementation of advocacy on the abandonment of FGM/C in their communities and documenting lesson learned and best practice
  - a. Development of objectives and indicators for the review of the project, include pre and post training, stake holder review, survey or desk review data
  - b. Conduct of a review workshop
  - c. Documentation of lesson learned and best practice from the advocacy on abandonment of FGM/C
  - d. Submission of the review report
8. Final project report submitted

**H. Roles of the Selected Religious Leaders Groups**

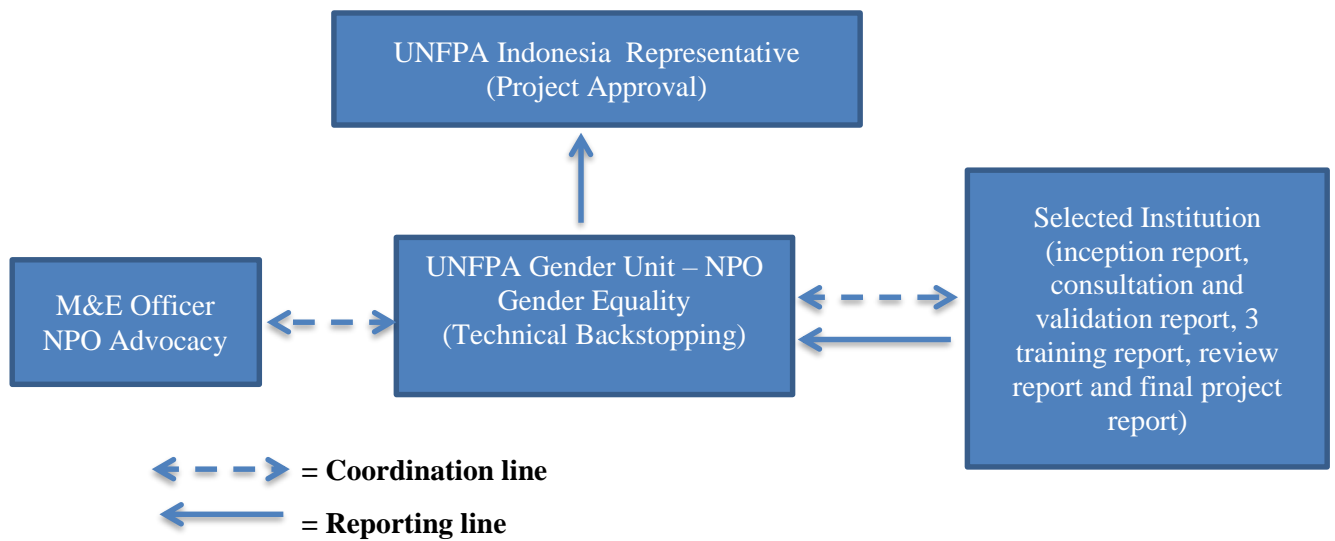
1. To develop and finalize the inception report
2. To develop and finalize the work plan with regular consultations with UNFPA
3. To develop a consultancy report and validation report conducted with relevant members of religious leaders
4. To develop an advocacy kit with advocacy material including pocket book, booklet, leaflet, submit the final product and disseminate among relevant religious leaders
5. To conduct and be responsible for the training of religious leaders while using the developed advocacy material(s) and relevant training manual
6. To develop a manual and report following the trainings
7. To develop objectives and indicators for the review of the project, include pre and post training phase and baseline-endline of the advocacy implementation
8. To facilitate and feed into the development of an review report

**I. Roles of UNFPA during the Project Implementation:**

1. Provision of technical and financial support to ensure the selected institution could develop and execute an effective implementation of advocating the abandonment of FGM/C towards women religious leader and their community.
2. Provision of technical and financial support for the ongoing monitoring and evaluation of the programme.
3. Establishment of an internal board to ensure the quality of the implementation of the initiative.
4. Provision of back-stopping technical support for the project management.

**J. The Reporting and Accountability Mechanism between UNFPA and the selected institution**

The institution will work under the overall guidance of UNFPA Representative and will be managed daily under the direct supervision of National Programme Officer (NPO) on Gender Equality, with input and feedback from the Monitoring and Evaluation Officer and NPO Advocacy Officer.



### K. Timeline and Terms of Payment

No.	Deliverables	Timeline to be Submitted to UNFPA	Terms of Payment
1.	Inception report	4 weeks after contract is signed	10%
2.	Submission of work plan to UNFPA	October 2018	20%
3.	Submission of: 1. advocacy material product(s) 2. completed training manual	February 2019	20%
4.	Submission of completed training report from Region 1 (e.g. East Region)	May 2019	10%
5.	Submission of completed training report from Region 2 (e.g. West Region)	July 2019	10%
6.	Submission of completed training report from Region 3 (e.g. Central Region)	September 2019	10%
7.	Submission of evaluation report	August 2020	10%
8.	Submission of final report	End of November 2020	10%



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

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

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

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



### SECTION III: GENERAL CONDITIONS OF CONTRACT

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

<a href="#">De Minimis Contracts (Low value Contracts)</a>	For contract/PO values below USD 100,000, covering both goods and/or services	<a href="#">English</a>	<a href="#">French</a>	<a href="#">Spanish</a>
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## SECTION IV: UNFPA SPECIAL CONDITIONS OF CONTRACT

<b>CONTRACT RATES</b>	The rates charged for the services performed shall not be adjustable.
<b>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 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>Services:</b></p> <ul style="list-style-type: none"> <li>• Expected output achieved</li> <li>• Satisfactory level of quality and technical competence</li> <li>• Effective and timely communication and professionalism</li> </ul> <p>Key performance indicators may be modified and/or added during the validity of this contract.</p>
<b>PAYMENT TERMS</b>	<p>UNFPA's policy is to pay for the performance of contractual services rendered and/or to effect payment upon the achievement of specific milestones described in the contract.</p> <p>UNFPA's policy is not to grant advance payments except in unusual situations where the potential supplier, whether a private firm, non-governmental organization or a government or other entity, specifies in the Bid that there are special circumstances warranting an advance payment. UNFPA will normally require a bank guarantee or other suitable security arrangement in such cases.</p> <p>Any request for an advance payment is to be justified and documented, and must be submitted with the Financial Bid. The justification shall explain the need for the advance payment, itemize the amount requested and provide a time schedule for utilization of said amount. Information about your financial status must be submitted, such as audited financial statements at 31 December of the previous year and include this documentation with your financial bid. Further information</p>



	may be requested by UNFPA at the time of finalizing contract negotiations with the awarded Bidder.
<b>LIQUATED DAMAGES</b>	In the event of a Contract being issued and in case the Vendor fails to deliver/perform the services in accordance to the milestones stipulated in the Contract and/or Purchase Order, UNFPA reserves the rights to claim liquidated damages from the Vendor and deduct 1% of the value of the services pursuant to the Purchase Order per additional week of delay, up to a maximum of 10% of the value of the Purchase Order. The payment or deduction of such liquidated damages shall not relieve the Vendor from any of its other obligations or liabilities pursuant to any current Contract or Purchase Order.





## 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 A: 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 SUBMISSION FORM)

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



## SECTION VI: BID AND RETURNABLE FORMS

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

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



## SECTION VI – ANNEX A: BID SUBMISSION FORM

Date: [Insert Month, Day, Year]

To: UNFPA  
 7<sup>th</sup> Floor Menara Thamrin  
 Jl. M.H. Thamrin kav. 3  
 Jakarta 10250, Indonesia

The undersigned, having read the original RFP documents of UNFPA/IDN/RFP/18/001 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/IDN/RFP/18/001 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 90 days from the date fixed for Bid opening in the Request for Proposal, and the Bid shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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



**SECTION VI – ANNEX B: BIDDER IDENTIFICATION FORM**  
**UNFPA/IDN/RFP/18/001**

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

<b>3. 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 C: BIDDER’S PREVIOUS EXPERIENCE**

Order No. & Date	Description <sup>7</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>7</sup> Please indicate relevant contracts to the one requested in the RFP.



## SECTION VI – ANNEX D: PRICE SCHEDULE FORM

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

Example Price Schedule below:

Item	Description	Number & Description of Staff by Level	Hourly Rate	Hours to be Committed	Total
1. Professional Fees					
<i>Total Professional Fees</i>					IDR
2. Travel expenses					
<i>Total Travel Expenses</i>					IDR
3. Meeting/Training expenses					
<i>Total Meeting/Training Expenses</i>					IDR
4. Other (please specify)					
5. Management Cost					
<b><i>Total Contract Price</i></b>					<b>IDR</b>

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



## SECTION VI – ANNEX E: 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 A: BID SUBMISSION FORM		
Have you completed the Bidder's Identification Form?	SECTION VI – ANNEX B: BIDDER IDENTIFICATION FORM		
Have you completed the Bidder's Previous Experience Form?	SECTION VI – ANNEX C: BIDDER'S PREVIOUS EXPERIENCE		
Have you completed and signed the Price Schedule Form?	SECTION VI – ANNEX D: PRICE SCHEDULE FORM		
<i>[Delete if not applicable]</i> Have you completed the Joint Venture Partner Information Form?	<b>Error! Reference source not found.</b>		
Have you reviewed all of the relevant Contract form(s)?	SECTION VII: CONTRACTUAL FORMS		
<i>[Delete if not applicable]</i> Have you prepared a copy of your company's registration in the country of operation?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you prepared a copy of the previous year's audited Company Balance Sheet and Financial Statements?	Section I: Instructions to Bidders, clause 11 &		





	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you provided written confirmation that your company is neither suspended by the United Nations system nor debarred by the World Bank Group?	SECTION VI – ANNEX A: BID SUBMISSION FORM & Section I: Instructions to Bidders clause 2.4		
<i>[Delete if not applicable]</i> Have you provided copies of current certificates such as GMP/Quality, FSC/ CPP, manufacturer’s ISO certificate for the product, manufacturer’s CE certificate, USA510k, Japan QS standard, etc.?	<b>Error! Reference source not found.</b>		
Have you provided a copy of any of your company’s environmental or social policies, and any related documentation?	Section I: Instructions to Bidders, clause 40		
Have you reviewed the UN Global Compact requirements?	Section I: Instructions to Bidders, clause 40		
Have you 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 20.3 & <b>Error! Reference source not found.</b>		
If submitted electronically through email, is the file size of the Bid less than 8MB? (If the file size is above 8 MB, refer to Instructions to Bidders clause 20.3.3)	Section I: Instructions to Bidders, clause 20.3.3		
Have you noted the Bid closing deadline?	Invitation letter Number 4		
Have you provided information on Supplier Qualification Requirements?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS & SECTION VI – ANNEX A: BID SUBMISSION FORM		
<i>[Delete if not applicable]</i> Have you provided evidence that the Bidder has successfully completed at least one similar contract within the last five years for supply of goods/services?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		



<p><i>[Delete if not applicable]</i> Have you provided contact details of commercial banks and names of contact persons from whom UNFPA can seek feedback?</p>	<p>SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS</p>		
<p><i>[Delete if not applicable]</i> Have you provided sufficient documentation of your company's ability to undertake the services, i.e.,</p> <ul style="list-style-type: none"> <li>- List of similar contracts/LTAs executed for other clients including contact details.</li> <li>- Evidence that the Bidder possesses experience in the geographical area.</li> <li>- At least three years of experience in performing similar contracts/Long Terms Agreements</li> </ul>	<p>SECTION VI – ANNEX C: BIDDER'S PREVIOUS EXPERIENCE &amp; SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS</p>		
<p><i>[Delete if not applicable]</i> Have you provided sufficient documentation of your company's managerial capability?</p> <ul style="list-style-type: none"> <li>- Details of company's managerial structure.</li> <li>- Quality assurance systems in place.</li> </ul>	<p>SECTION VI – ANNEX B: BIDDER IDENTIFICATION FORM</p>		
<p>Have you supplied clients' certificates in support of the satisfactory operation of the goods/services as specified above?</p>	<p>SECTION VI – ANNEX C: BIDDER'S PREVIOUS EXPERIENCE</p>		
<p>Have you checked Section I: Instructions to Bidders, clauses, 17 &amp; 18 and provided all requested documentation in the correct formats?</p>	<p>Section I: Instructions to Bidders, clauses 17 &amp; 17.1.7</p>		



## SECTION VII: CONTRACTUAL FORMS

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

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



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

**CONTRACT NO. [...]**  
**BETWEEN**  
**THE UNITED NATIONS POPULATION FUND**  
**AND**  
**[name of institution]**

This Contract dated [date] is made:

BETWEEN

(i) the **UNITED NATIONS POPULATION FUND** a subsidiary organ of the General Assembly of the United Nations in terms of Article 22 of the Charter of the United Nations, with its Headquarters at 605, Third Avenue, NY10158, New York, USA (hereinafter referred to as “**UNFPA**”);

and

(ii) **[name of institution]**, an organization incorporated in Indonesia, with its registered office at 2<sup>nd</sup> and 3<sup>rd</sup> Floor Nathanael Iskandar Building, FE UI Campus, Depok 16424, Indonesia (hereinafter referred to as “**the CONTRACTOR**”);

(Both hereinafter separately and jointly referred to as the “Party” or the “Parties”).

### WITNESSETH

**WHEREAS, UNFPA** wishes to engage the services of **the CONTRACTOR** in order to perform services in respect of **[description of services]** (hereinafter referred to as the ‘**Services**’);

**WHEREAS, the CONTRACTOR**, represents that it possesses the requisite knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, able and willing to undertake and provide the Services according to the terms and conditions as provided herein;

**NOW, THEREFORE**, in consideration of their mutual covenants and subject to the terms and conditions set forth below, the Parties agree as follows:

#### **Article 1: Purpose of the Services**

1.1 The purpose of this Contract is to perform the following services for UNFPA Indonesia: **[description of services]** which details are explained in the Terms of Reference.

#### **Article 2: Contract Documents**

2.1 This Contract together with the Annexes as enumerated below constitutes the entire contract between UNFPA and **the CONTRACTOR**.

2.1.1 Annex I: UNFPA General Conditions for Contracts for the De Minimis Contracts.



2.1.2 Annex II: UNFPA Terms of Reference

2.1.3 Annex II: the CONTRACTOR's proposal dated [date] incorporated herein by this reference.

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

#### Article 3: Obligations of the CONTRACTOR

3.1 **The CONTRACTOR** shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with this Contract.

3.2 **The CONTRACTOR** shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

3.3 **The CONTRACTOR** shall submit to **UNFPA** the deliverables specified hereunder according to the following schedule:

[details of deliverables and timeline]

3.4 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by **the CONTRACTOR** by mail, courier and/or e-mail to the address specified in 8.4 below.

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

3.6 The **CONTRACTOR** represents and warrants that honesty shall prevail during the formation and execution of this contract, including but not limited to the process of selection of **the CONTRACTOR** and to the execution of the services included in the scope of the contract. The **CONTRACTOR** shall report any allegation of Fraud to **UNFPA**. Any fraudulent conduct carried out by the **CONTRACTOR** may result in the termination of this contract.

#### Article 4: Remuneration and Payments

4.1 As full compensation for the complete and satisfactory performance of the Services under this Contract, **UNFPA** shall pay **the CONTRACTOR** the fixed contract price as follows:  
[contract amount in IDR]

4.1.1 The contract value mentioned above is the fixed contract price which will be paid to **the CONTRACTOR** to fulfill all the requirements of the Annex II including normal and acceptable deviations on the depth of the work to the satisfaction of UNFPA. This fixed contract price is inclusive of all applicable cost of material, professional charges, allowances, travel related costs and any other miscellaneous expenses applicable.

4.1.2 Any additional expenditure should be incurred by **the CONTRACTOR** after communicating and agreeing with UNFPA.



- 4.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by **the CONTRACTOR** in the performance of the Contract.
- 4.3 Payments effected by **UNFPA** to **the CONTRACTOR** shall not be deemed to relieve **the CONTRACTOR** of its obligations under this Contract nor as an acceptance of UNFPA of the **CONTRACTOR's** performance of the Services.
- 4.4 UNFPA shall effect payments to **the CONTRACTOR** after satisfactory completion of the deliverables stipulated under Article 3.3 and acceptance by UNFPA of the deliverables and invoices submitted by **the CONTRACTOR** to the address specified in Article 8.4 below, upon achievement of the corresponding milestones and for the following amount:
- [details of terms of payment]
- Invoices will indicate the milestones achieved and corresponding amount payable.
- 4.5 Payments made by UNFPA shall be made to the **CONTRACTOR's** bank account.
- 4.6 Without any prejudice to any other rights or remedies that UNFPA may have under this Contract, UNFPA may withhold payments to **the CONTRACTOR** if the Services are not performed in accordance with this Contract until **the CONTRACTOR** has remedied such performance. The withholding by UNFPA of any payment shall not, unless UNFPA decides to terminate the Contract, relieve **the CONTRACTOR** of its obligations to continue performance under this Contract.
- 4.6 All Stipends and other allowances, if any, to be paid by UNFPA are to be compensated for at rates not to exceed any current applicable governing rates within the United Nations System.

#### **Article 5: General**

- 5.1 **The CONTRACTOR** shall not do any work, provide equipment, materials or supplies or perform any other services which may result in any charges in excess of the above mentioned amounts without the prior written agreement of UNFPA.
- 5.2 The purchase of equipment and supplies under this Contract, if applicable, will be executed in accordance with procedures established by UNFPA, unless UNFPA is satisfied that **the CONTRACTOR's** own procurement procedures and practices adequately demonstrate the required levels of integrity, fairness and transparency.
- 5.3 **The CONTRACTOR** will maintain, within the contracting period of time, detailed financial records, which clearly identify all funds received from UNFPA and expended by **the CONTRACTOR** for the implementation of the Contract. **The CONTRACTOR** is also required to ensure that adequate systems of internal control are put in place to ensure the financial management of this contract is conducted with the required level of due diligence.

#### **Article 6: Entry into force and duration of contract**

- 6.1 This Contract shall become effective upon its signature by both Parties.



- 6.2 The term of this Contract will commence on [date] and will remain in force until the Contractor has fulfilled all of its obligations under the Contract to the complete satisfaction of the UNFPA but not later than [date] unless terminated earlier in accordance with Article 13 of UNFPA's General Conditions for Contracts for the Provision of Services.
- 6.3 All time limits contained in the Contract shall be deemed to be of the essence in respect of the performance of the Services.
- 6.4 Termination or expiry of this Contract or part thereof will not affect any accrued rights or liabilities of either Party nor will it affect the coming into force or continuation in force of any provision of this Contract which expressly or by implication is intended to come into or continue in force on or after such termination.

#### **Article 7: Amendment**

Any modification to this Contract shall require an amendment in writing between both Parties duly signed by the authorized representative of the CONTRACTOR and Dr. Annette Sachs Robertson, Representative on behalf of UNFPA or her duly authorized representative.

#### **Article 8: Miscellaneous**

- 8.1 UNFPA is committed to preventing, identifying and addressing all acts of fraud against UNFPA as well as third parties involved in UNFPA activities.
- 8.2 Suppliers perceiving that they have been unjustly treated in connection with the solicitation or award of a contract may lodge a complaint directly with the UNFPA Head of Office at [unfpa.indonesia@unfpa.org](mailto:unfpa.indonesia@unfpa.org). The UNFPA Head of Office will then make an assessment of the complaint and provide a reply to the supplier within a week. If the supplier is not satisfied with the reply provided by the UNFPA Head of Office, the supplier may escalate the complaint to the Chief, Procurement Services Branch at [procurement@unfpa.org](mailto:procurement@unfpa.org), who will reply to the supplier within a week and advise the Supplier on further recourse if required.
- 8.3 No terms or provisions of this Contract will be deemed waived and no breach excused, unless such waiver or excuse is in writing and signed by the Parties giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Contract shall constitute a consent to, excuse or waiver of any other subsequent breach.
- 8.4 Any notice, request or approval required or permitted to be given or made under the Contract shall be made in writing in the English language. Such notice, request or approval, shall be deemed to be duly given or made when it shall have been delivered by either (i) personal delivery against receipt, (ii) recognized overnight delivery service, (iii) postage prepaid, return receipt requested certified mail, (iv) facsimile, or (v) email, addressed to the party or parties for whom intended at the addresses shown below or such other addresses as intended recipient previously shall have designated by written notice previously given pursuant to the Contract.



FOR UNFPA: [name, title, address]	FOR THE CONTRACTOR: [name, title, address]
--------------------------------------	---

- 8.5 Severability: If any provision of this Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- 8.6 UNFPA strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNFPA Contractors. Accordingly, any registered company that is found to have undertaken unethical, unprofessional or fraudulent activities, will be suspended or forbidden to continue business relations with UNFPA.
- 8.7 UNFPA requires that all Contractors 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 Contractor 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.
- 8.8 Contractors, 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 Contract, and to debar and remove the CONTRACTOR from UNFPA's list of registered suppliers.
- 8.9 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 CONTRACTOR shall not offer any forms of gifts, hospitality or benefits to UNFPA personnel.
- 8.10 During the validity of this Contract, the CONTRACTOR 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.

Vendors listed on any of the following lists are considered ineligible by UNFPA:

- Vendor ineligibility list posted on the United Nations Global Market Place (UNGM).
- UNPD Suspended Vendor List.
- The World Bank's corporate procurement listing of non-responsible vendors and ineligible firms and individual.
- Security Resolution 1267 List.

8.11 By signing this Contract, the CONTRACTOR agrees that UNFPA is free to share this Contract with other UN Agencies for their use in direct ordering.

8.12 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).

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

**FOR UNFPA**

**FOR THE CONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_

Date:

Date:

[name]

[name]

[title]

[title]