



United Nations Population Fund
 Menara PJH, Level 10,
 No 2, Jalan Tun Abdul Razak, Precint 2,
 62100 Putrajaya
 Email: mysprocurement@unfpa.org
 Tel : +603-8689 6092 Website: malaysia.unfpa.org

19 March, 2024

REQUEST FOR PROPOSAL (RFP)
RFP Number UNFPA/MYS/RFP/24/001

For the establishment of a:
LONG TERM AGREEMENT

In regards to:
 PROVISION OF COMMUNICATIONS CONSULTANCY AGENCY SERVICES for UNFPA
 MALAYSIA COUNTRY OFFICE

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 Communications Consultancy Agency Services for UNFPA Malaysia Country Office. Your company is hereby invited to submit your best Technical and Financial Bids for the requested services. Your Bid could form the basis for a Long-Term Agreement (LTA) between your company and UNFPA.
2. To enable your company to submit a Bid, please read the following attached documents carefully:

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 20 Submission, Sealing and Marking of Bids.



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

All Bids comprising of Technical and Financial parts should reach the below and corresponding addresses no later than **09 April, 2024, at 15:00 Malaysia time¹**:

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

United Nations Population Fund
 Menara PJH, Level 10,
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- b. If you choose to submit your Bid electronically, your Technical Bid and Financial Bid should be submitted in separate emails in accordance to clause 20.4 Submission of electronic Bids, should reach the email inbox of mysprocurement@unfpa.org. Do not submit Bid documents to any other email address, sending the Bid to any other email address, including as a carbon copy (cc), will violate confidentiality and result in the invalidation of the Bid.

5. Bids received after the stipulated date and time will be rejected.
6. Bidders are asked to acknowledge receipt of this RFP using the Bid Confirmation Form **SECTION VI – ANNEX A: BID CONFIRMATION FORM**. A completed Form should be e-mailed to: ***Mohamad Sufian, Programme Assistant, and mysprocurement@unfpa.org*** no later than **09 April 2024** and indicate whether or not a Bid shall be submitted. Bidders that will not submit a Bid are kindly asked to indicate the reason(s) for not bidding on the Bid Confirmation Form to help UNFPA improve its future Bid exercises.
7. Any questions relating to the Bid process and/or to the attached documents shall be sent to: ***Mohamed Ridzuan (Reese), Programme Associate at email: shahjahan@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.

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



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

Yours sincerely,	
DocuSigned by:	
 053DD0BE2040428...	19-Mar-2024
<i>Mohamed Ridzuan (Reese), Programme Associate Malaysia Country Office UNFPA</i>	
Process reviewed and approved by:	
DocuSigned by:	
 90BEF9B1A6B1488...	19-Mar-2024
<i>Tengku Aira Tengku Razif, Assistant Representative Malaysia Country Office UNFPA</i>	



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SECTION I: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. General

- 1.1. UNFPA's Supply Chain Management Unit (SCMU) wishes to enter into non-exclusive Long Term Agreements (LTAs) with qualified suppliers for *Communications Consultancy Agency Services for UNFPA Malaysia Country Office* in support of UNFPA's Programmes located in *Malaysia*.
- 1.2. As a result of this competitive Bid process, UNFPA plans to **sign non-exclusive Long-Term Agreements (LTAs) with a single supplier for 3 years**. In addition to the initial term, the LTA(s) will have the **option of a one-year extension**, subject to satisfactory performance and price competitiveness.
- 1.3. In the event of UNFPA signing an LTA the following shall apply:
 - 1.3.1. The successful Bidder(s) shall accord the same terms and conditions to any other organization with the United Nations Systems, located in Malaysia, that wishes to avail itself of such terms, after written consent from UNFPA's Malaysia Country Office;
 - 1.3.2. The LTA template specified in **SECTION VII – ANNEX A: LONG TERM AGREEMENT TEMPLATE**, shall be used.
 - 1.3.3. UNFPA will not be committed to purchase any minimum quantity of the goods/services, and purchases will be made only if and when there is an actual requirement. UNFPA shall not be liable for any costs in the event that no purchase is made under any resulting LTA. All reductions in market prices provided by the supplier will be passed on in full to UNFPA.
 - 1.3.4. The successful Bidder(s) shall have the **right to review their prices every 12 months** from commencement of the LTA, and shall notify UNFPA in writing 90 days prior to the 12-month period of a proposed price decrease or increase. The successful Bidder(s) shall provide proper justification for any price increase. UNFPA shall be entitled to either accept the price decrease/increase or to cancel the LTA, and shall notify the successful Bidder(s) in writing of its decision.

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,



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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.

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.



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- 4.2. UNFPA is committed to preventing, identifying, and addressing all acts of fraud against UNFPA, as well as against third parties involved in UNFPA activities. To this effect, UNFPA has developed an Anti-Fraud Policy with the aim to raise awareness of fraud risks, implement controls to prevent fraud, and establish a procedure to detect fraud and to enforce the Policy.
- 4.3. UNFPA requires that Bidders, suppliers, and contractors and their subcontractors observe the highest standards of ethics during the procurement and execution of UNFPA contracts.
- 4.4. Pursuant to this Policy, UNFPA defines the terms set forth as follows:
 - 4.4.1. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - 4.4.2. "Fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
 - 4.4.3. "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - 4.4.4. "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - 4.4.5. "Obstructive practice" means acts intended to materially impede the exercise of UNFPA's contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNFPA investigation into allegations of fraud and corruption.
 - 4.4.6. "Unethical practice" means conduct or behavior that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority and harassment
- 4.5. UNFPA will reject to award a contract if it determines that a Bidder recommended for award has engaged in corrupt, fraudulent, collusive, coercive, obstructive or unethical practices while competing for the contract in question;
- 4.6. UNFPA will declare a supplier ineligible, either indefinitely or for a stated period of time, to be awarded a UNFPA contract/agreement if at any time it determines that the supplier has engaged in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices while competing for, or in executing, a UNFPA contract/agreement.
- 4.7. Any supplier participating in UNFPA's procurement activities must provide all required documents, records, and other elements to UNFPA personnel upon first request to facilitate any investigation of allegations of misconduct by either suppliers or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the supplier from the UNFPA supplier roster and may lead to suspension following review by UNFPA.
- 4.8. Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the UNFPA Office of Audit and Investigations Services as well as with any other oversight entity authorized by the Executive Director and with the UNFPA Ethics Advisor as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNFPA to repudiate and



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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 link's 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 UNFPA Social Media website and official webpage.

7.2. Bidding documents consists of the following:

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



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Annex H:	Checklist of Bid Forms
Section VII:	Contractual Forms
Annex A:	Template of Proposed Long Term Agreement
Annex B:	Bank Guarantee for Advance Payment
Annex C:	Performance Security

- 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:

Reese, Programme Associate, shahjahan@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 **[05 April 2024], at [12:00 Malaysia time]**².

- 8.2. UNFPA will respond in writing to any requests for clarification received prior to the deadline and will circulate the answers (including an explanation of the requests without identifying the sources) to all prospective Bidders that have received the Bid documents. A copy of the questions and UNFPA's answers will also be posted on **UNFPA Social Media outlets: Facebook, Instagram, Twitter and UNFPA official page**.
- 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.

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



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

12. Most favored pricing

- 12.1. 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.

13. Validity of Bids

- 13.1. 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.



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D. SUBMISSION OF BIDS

14. Documents establishing eligibility and conformity to Bid documents

- 14.1. Evidence of conformity of the goods/services to the Bidding documents may include the following documentation as described in clauses 17 Technical Bid and 18 Financial Bid, to be completed and returned in hard copies or in electronic format depending on the submission approach selected.
- 14.2. 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.

15. Technical Bid

15.1. Documents establishing the eligibility of the Technical Bid:

- 15.1.1. Completed and signed Bid Submission Form; SECTION VI – ANNEX B: BID SUBMISSION FORM, in PDF format. Note: if the bid submission form is not submitted or not signed, and provided the bidder has not indicated they do not accept any of the conditions required in this form, UNFPA shall consider that the bidder has accepted all such conditions. For the sake of good order, at the time of bid evaluation UNFPA will request the bidder to provide the signed Bid Submission Form.
- 15.1.2. Completed Bidder Identification Form; SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM in PDF format.
- 15.1.3. Completed Bidder Declaration Form; SECTION VI – ANNEX D: BIDDER DECLARATION FORM
- 15.1.4. Completed Bidder's Previous Experience; SECTION VI – ANNEX E: BIDDER'S PREVIOUS EXPERIENCE in PDF format.
- 15.1.5. Technical Bid, including documentation to demonstrate that the Bidder meets all requirements. The Technical Bid should be presented concisely and structured to include but not necessarily be limited to the information listed in SECTION II – ANNEX B: INSTRUCTIONS FOR PREPARING TECHNICAL BID in PDF format
- 15.1.6. Supporting documents/information per the Supplier Qualification Requirements; SECTION V: SUPPLIER QUALIFICATION REQUIREMENT
- 15.1.7. **Copy of last [3] years of audited financial statements.**

16. Financial Bid

- 16.1. Bidders must complete the Price Schedule Form in accordance to SECTION VI – ANNEX F: PRICE SCHEDULE FORM – both in PDF format (signed version) and excel format. The separate Financial Bid must contain a quotation in a single currency, itemizing all services to be provided.
- 16.2. Please consider the following information when completing the Price Schedule Form:



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- 16.2.1. The Price Schedule Form must provide a detailed cost breakdown, as shown in **SECTION VI – ANNEX F: PRICE SCHEDULE FORM**. Bidders are required to provide separate figures for each of the steps for each item.
- 16.2.2. 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.
- 16.2.3. 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.
- 16.2.4. Submit this Financial Bid in a separate envelope/email from the rest of the Technical Bid.

17. Partial & Alternative Bids

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

18. Submission, sealing, and marking of Bids (

- 18.1. 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.
- 18.2. UNFPA provides alternative methods of Bid submission:
- 18.2.1. Electronic Bids may be submitted via email in accordance with the guidelines provided in clause **20.3**.
- 18.2.2. Hard copy Bids may be delivered personally, by mail, or by courier in accordance with the guidelines provided in clause **20.4**
- 18.2.3. 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.

18.3. Submission of electronic Bids

- 18.3.1. Bidders must enter the following text in the subject line: UNFPA/MYS/RFP/24/001, **Company Name**, and specify "Technical Bid" or "Financial Bid". Example below:
- 18.3.1.1. UNFPA/MYS/RFP/24/001 **[Company name]**, Technical Bid email X
- 18.3.1.2. UNFPA/MYS/RFP/24/001 **[Company name]**, Financial Bid
- 18.3.1.3. Submissions without this text in the subject line may be rejected.
- 18.3.2. Electronic submissions must be sent only to mysprocurement@unfpa.org. Bids received at mysprocurement@unfpa.org mailbox shall not be opened before the



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Menara PJH, Level 10,
No 2, Jalan Tun Abdul Razak, Precint 2,
62100 Putrajaya

Email: mysprocurement@unfpa.org
Tel : +603-8689 6092 Website: malaysia.unfpa.org

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.

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

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

18.3.5. It is the Bidder's responsibility to ensure that Bids sent by email are received by the submission deadline. Bidders will receive an autoreply acknowledging the receipt of each email when it is received by UNFPA's email system. If you do not receive an autoreply, inform **[Mohamad Sufian, Programme Assistant]** at: **[mohamadsalleh@unfpa.org]**

18.4. Submission of hard copy Bids

18.4.1. 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.

18.4.2. Marking of hard copy Bids

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

UNITED NATIONS POPULATION FUND
Menara PJH, Level 10,
No 2, Jalan Abdul Razak, Precint 2,
62100 Putrajaya
UNFPA/MYS/RFP/24/001, **Company Name**
Attention: **Mohamad Sufian Mohamad Salleh**
TO BE OPENED ONLY BY AUTHORIZED UNFPA PERSONNEL
DO NOT OPEN BEFORE 15 April 2024 at 2PM

18.4.2.2. 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.

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



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UNITED NATIONS POPULATION FUND

Menara PJH, Level 10,

No 2, Jalan Abdul Razak, Precint 2,

62100 Putrajaya

UNFPA/MYS/RFP/24/001, **Company Name**

Attention: **Mohamad Sufian Mohamad Salleh**

TO BE OPENED ONLY BY AUTHORIZED UNFPA PERSONNEL

Submission 1 of 2: UNFPA/MYS/RFP/24/001 **[Company name]**, Technical Bid

Submission 2 of 2: UNFPA/MYS/RFP/24/001 **[Company name]**, Financial Bid

19. Deadline for submission of Bid and late Bids

- 19.1. 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.
- 19.2. 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.

20. Modification and withdrawal of Bids

- 20.1. 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.
- 20.2. Bidders may modify, substitute or withdraw their Bid after submission, provided that written notice is received by UNFPA prior to the submission deadline.
- 20.3. Any proposed modification, substitution or withdrawal must be submitted in accordance to clause 20 - Submission, sealing and marking of Bids based on the approach utilized. The respective envelope or email shall be clearly marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL". Any revision to the Bid must be received by the deadline.
- 20.4. 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.

21. Storage of Bids

- 21.1. 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

22. Bid opening

UNFPA will conduct an internal Bid opening on [15 April, 2024], at [2PM KL Time]³ at the office of UNITED NATIONS POPULATION FUND

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



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- 22.1. 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.
- 22.2. 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.
- 22.3. 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.
- 22.4. 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.

23. Clarification of Bids

- 23.1. 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.

24. Preliminary examination of Bids

- 24.1. 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.
- 24.2. The procurement official will determine the substantial responsiveness of each Bid to the RFP during the preliminary examination.
- 24.3. 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:
 - 24.3.1. Affects in any substantial way the scope, quality, or services specified; or
 - 24.3.2. Limits in any substantial way, inconsistent with the Bidding documents, UNFPA's rights or the Bidder's obligations under the LTA; or
 - 24.3.3. If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 24.4. UNFPA considers material deviations to include, but not be limited to the following:
 - 24.4.1. During preliminary examination of Bids
 - 24.4.1.1. 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



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- that is consistent with the standard format of the Bid form(s) is not a material deviation;
- 24.4.1.2. The Bidder indicates in the Bid that they do not accept important LTA conditions, i.e. related to Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, General Conditions of Contract and Limitation of Liability;
 - 24.4.1.3. 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.
 - 24.4.1.4. Non-eligibility of the Bidder;
 - 24.4.1.5. Financial information is included in the Technical Bid.
- 24.4.2. During technical evaluation of Bids and qualification of Bidders:
- 24.4.2.1. Bids do not reach the minimum threshold on technical score.
 - 24.4.2.2. The Bidder does not meet the minimum conditions for qualification.
- 24.4.3. During Financial evaluation of Bids:
- 24.4.3.1. The Bidder does not accept the required price correction in accordance to Section I: Instructions to Bidders, clause **27.1.3**
 - 24.4.3.2. Required price components are missing;
 - 24.4.3.3. The Bidder offers less quantity than what is required
- 24.5. 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.

25. Non-conformities, errors, and omissions

- 25.1. Provided that a Bid is substantially responsive:
- 25.1.1. UNFPA may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
 - 25.1.2. 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.
 - 25.1.3. UNFPA shall correct arithmetical errors on the following basis:
 - 25.1.3.1. 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;
 - 25.1.3.2. 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.



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26. Evaluation of Bids

- 26.1. 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.
- 26.2. The Financial Bid will be opened only for those Bidders, where Technical Bids reach a minimum score of 60% and whom have fulfilled the supplier qualifications. The total number of points a Bidder may obtain for Technical and Financial Bids is 100 points.
- 26.3. Information relating to the examination, evaluation, comparison, and post-qualification of Bids and recommendation of LTA award shall not be disclosed to Bidders or any other person not officially concerned with such process until the LTA award is published.
- 26.4. Any effort by a Bidder to influence UNFPA in the examination, evaluation, comparison, and post-qualification of the Bids or LTA award decisions may result in the rejection of its Bid.
- 26.5. Notwithstanding from the time of Bid opening to the time of LTA award, if any Bidder wishes to contact UNFPA on any matter related to the Bidding process, it should do so in writing.

27. Technical evaluation

- 27.1. 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.

Example below: (Delete after properly completing the evaluation criteria)

Criteria	[A] Maximum Points	[B] Points attained by the Bidder	[C] Weighting %	[B] x [C] = [D] Total Points
1. Technical approach and methodology – understanding nature and scope of work	100		25%	
2. Implementation (work) plan and management plan	100		20%	
3. Specific experience and expertise relevant to the assignment	100		20%	
4. Evidence of similar contracts/Long Term Agreements executed for other clients including contact details, preferably to UN or similar organisations if available, at least one without pricing details;	100		15%	



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Recommendations letters of executed contracts at least				
5. Organization and staffing and proposed team structure assigned to cater to the assignment	100		20%	
GRAND TOTAL ALL CRITERIA	500		100%	

27.2. Scoring Scale System

27.2.1. 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	60 – 79
Partially meets the requirements	1 – 59
Does not meet the requirements or no information provided to assess compliance with the requirements	0

28. Supplier qualification requirements

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

Number	Supplier Qualification Parameter	Bid is acceptable? (YES/NO)	Justification
1	Legal and regulatory requirements	UNFPA shall examine the Bid to confirm that it does not contain any material deviations, reservation, or omission related to the General Conditions of Contracts (Section III)	



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2	Bidder is established as a company and legally incorporated in the country		
3	Bidder is not a banned or suspended supplier		

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

28.3. 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.

29. Financial evaluation

29.1. 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.

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

Financial Score =	Lowest Bid (\$)	X 100 (Maximum Score)
	Bid being Scored (\$)	

30. Total score (19)

30.1. 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.

Total Score = [70%] Technical Score + [30%] Financial Score



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F. AWARD OF LONG TERM AGREEMENT AND FINAL CONSIDERATIONS

31. Award of long term agreement (LTA)

31.1. UNFPA intends to award a single LTA to the Bidder that obtains the highest combined score of the Technical and Financial evaluation.

32. Rejection of Bids and annulments

32.1. UNFPA reserves the right to reject any Bid if the Bidder has previously failed to perform properly or on time in accordance with previous contracts/Purchase Orders or if the Bidder from UNFPA's perspective is not in a position to deliver Purchase Orders that will be issued pursuant to the LTA(s).

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

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

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

33.1. At the time of award of the LTA and any Purchase Order(s) pursuant to the LTA UNFPA reserves the right to vary the quantity of goods and/or services specified in the RFP without any change in the hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.

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

33.2.1. 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.

33.2.2. 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.

34. Signing of the long term agreement (LTA)

34.1. The procurement official will send the successful Bidder the LTA valid for 3 years, which constitutes notification of award. Successful Bidder(s) shall sign and date the LTA, and return it to UNFPA within 10 calendar days of receipt of the LTA. To facilitate the process of signing the LTA, Bidders are expected to have reviewed the LTA template found in **SECTION VII – ANNEX A: LONG TERM AGREEMENT TEMPLATE** of the Bidding documents prior to submitting a Bid. After receipt of any Purchase Order(s) issued pursuant to the signed LTA, the successful Bidder shall deliver the goods and/or services in accordance with the delivery schedule outlined in the Purchase Orders.

34.2. The LTA will be established between the successful Bidder(s) and UNFPA to allow UNFPA to contract the provision of the specified goods/services. The resultant Agreement represents an offer on the part of the successful Bidder(s) to provide UNFPA with goods/services, at the



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prices agreed and under the Conditions of Contract detailed for the duration of the Agreement. These Agreements will not be considered as contracts, nor oblige UNFPA to any financial commitment whatsoever. Only Purchase Orders made pursuant to such Agreements will constitute a commitment on UNFPA's part.

34.3. UNFPA reserves the right to discontinue the agreements if the supplier's performance is not satisfactory to UNFPA.

34.4. The LTA holders shall hold the prices fixed and not subject to change throughout the validity of the Agreements. LTA holders shall be responsible to apply any special offer or discounts (if applicable) which may become effective at the time of fulfilling the order to any Purchase Order(s) issued under the Agreements. Such discounts shall be reflected in the corresponding supplier invoices.

35. Publication of Contract Award

35.1. UNFPA may publish the contract award on [United Nations Global Marketplace](#) with the following information: Supplier Name and Country, Description of the Goods or Services and the date of the contract.

35.2. Additionally, for every Purchase Order UNFPA will publish on [United Nations Global Marketplace](#), unless it is deemed to be in the interest of UNFPA not to do so: Purchase Order reference Number, Description of the Goods or Services procured, Beneficiary Country, Supplier Name and Country, Purchase order amount and the issue date of the purchase order.

36. Payment Provisions

36.1. 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.

37. Bid protest

37.1. Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a LTA may complain to the UNFPA Head of the Business Unit [**Asa Torkelsson, Representative of UNFPA Malaysia at Torkelsson@unfpa.org**]. Should the supplier be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the supplier may contact the Chief of the Supply Chain Management Unit (SCMU) at procurement@unfpa.org.

38. Documents establishing sustainability efforts of the Bidder

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



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SECTION II: TERMS OF REFERENCE (TOR)

Objective and Scope

To advance UNFPA mandates in Malaysia, the appointed Communications Agency (CA), in close collaboration with the Country Office (CO), will:

a. Public Relations and Strategic Positioning Advisory

- Maintain consistent intelligence to inform CO of local sensitivities to inform its advocacy activities and day-to-day operations
- Identify and inform the CO on potential collaborations and advocacy activities for its further consideration
- Identity, inform and execute reactive or proactive media engagements
- Media monitoring
- Frequent environmental scanning to help inform the Country Office's ongoing and upcoming activities. This includes but is not limited to, highlighting sensitivities that the Country Office needs to be aware of and relevant topics that can be explored.
- Provide content and intelligence to the Country Office to further support and inform its engagements online and offline.
- Build strategies to strengthen relationships with policymakers, organisations and/or key stakeholders to advance UNFPA's mandates. Work closely with the Country Office to develop communications strategies to generate buy-in from the stakeholders above.
- Strengthen collaborations and campaigns with policymakers, organisations or and key stakeholders with overlapping or similar goals and mandates. Work closely with the Country Office to identify strategic angles and agendas suitable for collaborations with potential or existing stakeholders.

b. Events and Campaigns

- Conceptualisation and execution
 - Ideation of events and campaigns in line with advancing UNFPA's mandates
 - a. This requires a comprehensive approach, including, but not limited to, producing concept notes, agendas, and event flow, selection and procurement of necessary and suitable venues, vendors or service providers such as emcees, moderators, equipment, photographers, sign language interpreters, and videographers, identifying suitable speakers, developing flow and content for panels and discussions.



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- It involves supporting the CO with managing, overseeing, and creating terms of reference when hiring event management vendors or other vendors for events and campaigns.
- Ensuring vendors understand UNFPA branding and policies and ensure all actions and activities carried out are in accordance with that.

c. Communications Materials and Activities

- Creation and dissemination of **one (1) press release** per event and/or advocacy activity (to also be available in Bahasa Malaysia as and when required)
- Creation and dissemination of media engagements, such as opinion pieces, as and when needed, but at least **one (1) per quarter**.
- Securing media opportunities
 - In relation to events and/or launches of reports, studies or collaborations
- Creation of digital advocacy materials
 - To ensure content is optimised for specific social media platforms and in favour of updates to algorithmic changes (for example, content for Instagram should be primarily in Reel format in 2024). Format and type of materials/content to be discussed with CO as these updates and platform changes occur.
 - List of events, activities or campaigns that must be accompanied by optimised digital assets such as at least **one (1) Instagram Reel** (highlight or informational) and an additional optional **one (1) informational carousel** optimised for Instagram as per the items under '*List of Advocacy Activities*'.
 - All materials for social media and website will be sent to the CO Communications team for publishing.
- Creation of offline advocacy materials
 - Designing and writing **one (1) UNFPA Malaysia brochure** that provides an overview of its general activities. (one-off, with yearly updates to the final product, if deemed necessary)
 - Designing posters or promotional materials for events and activities

List of Advocacy Activities

It is **mandatory** that the items below be supported with digital assets, as per the guidelines stipulated above, that will be worked on closely with the CO, with sufficient time for edits and feedback from the CO.

There will be **at least six (6)** events annually, which may comprise a combination of the following listed below. An event may or may not be required and will be determined by the CO annually or quarterly.

1. Annual International Women's Day (*8 March*)



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2. Annual World Population Day (*11 July*)
 - a. Annual State of the World Population Report launch
3. Annual Day of the Girl Child (*11 October*)
4. Annual International Day for the Elimination of Violence Against Women (*25 November*)
 - a. Orange the Nation (*25 November*)
 - b. 16 Days of Activism Against Gender-Based Violence (*25 November - 10 December*)
5. Annual Malaysia Women and Girls Forum (MWGF)

Other International Days include:

1. International Equal Pay Day (*18 September*)
2. World Contraception Day (*26 September*)
3. International Day for Older Persons (*1 October*)
4. Human Rights Day (*10 December*)
5. Global SDG Summit

Ad-Hocs:

1. ICPD30
2. Launch of new Country Programme Cycle
3. Supporting ad-hoc events that may include launches of reports, studies, signing of collaborative agreements and others.
 - a. Upcoming: UNU Confinement Centre Study, Families on the Edge study
4. Any other related milestone commemorations

Reporting

1. Meetings
 - On a monthly or regular ad-hoc basis, to provide updates to the CO to assist in understanding the barriers and opportunities to carry out said events and activities
2. Reports
 - On a monthly basis, to send a report that includes
 - i. List of stakeholder engagements and new relationships advanced or existing relationships furthered for the CO
 - ii. List of events and activities delivered
 - iii. List of press releases published by the media
 - iv. List of other media mentions
3. Others
 - CA will ensure all media materials created and executed are shared with the CO for backup purposes on iDocs.



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These goals are aligned with goals set in the ICPD (International Conference on Population and Development), the SDGs (Sustainable Development Goals), and the CEDAW (Convention on the Elimination of All Forms of Discrimination Against Women).

The target includes changing public social norms, building advocates for the issues among key stakeholders such as young people, parliamentarians, and other important public figures, strengthening collaborations/campaigns with other like-minded agencies with common goals; and building strategies to advance goals with policymakers.

Other Information

UNFPA will provide information and documentation to the vendor including previously developed communications strategy, and other relevant materials. CO will also share previously developed communications materials developed for the Program including videos, country examples, talking points, and thematic briefs.

For event support, the cost of venue and required facilities will be borne by UNFPA. For printing of advocacy materials, printing costs will be borne by UNFPA. For all expenses related to travel within Klang Valley (Selangor, Kuala Lumpur and Putrajaya), vendor will bear the cost. For all expenses related to travel outside Klang Valley, the cost will be borne by UNFPA.



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SECTION II – ANNEX A: INSTRUCTIONS FOR PREPARING TECHNICAL BID

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

- 1. Brief description of the firm and the firm’s qualifications: providing information that will facilitate our evaluation of your firm/institution’s substantive reliability, such as catalogues of the firm, and financial and managerial capacity to provide the services.**
- 2. Your firms’ understanding of the requirements for services and the objective of this project, including assumptions: Include any assumptions as well as comments on the data, support services and facilities to be provided as indicated in the TOR or as you may otherwise believe to be necessary.**
- 3. Proposed Approach, Methodology, Timing and Outputs: any comments or suggestions on the TOR, as well as your detailed description of the manner in which your firm/institution would respond to the TOR. You should include the number of person hours/days in each specialization that you consider necessary to carry out all work required.**
- 4. Proposed Team Structure: The composition of the team that you would propose to provide to the assignment, and the work tasks (including supervisory) which would be assigned to each. An organogram/organization chart illustrating the reporting lines, together with a description of such organization of the team structure should support your Bid.**
- 5. Proposed Project Team Members: attach the curriculum vitae of the senior professional member of the team and members of the proposed team.**
- 6. Detailed description of your proposed deliverables.**
- 7. Detailed project plan (Gantt chart) showing the required resources and support from your firm as well as from UNFPA.**
- 8. Detailed description of the technical specifications of your Bid.**
- 9. A list of tasks which are out-of-scope versus in-scope.**
- 10. Why you would be qualified for this project (Similar reference deliverables, ideally with live examples).**
- 11. UNFPA requests Bidders to submit information on environmental and social policies and any related documentation in their Bid.**
- 12. Copies of current certificates such as GMP/quality, FSC/CPP, manufacturer’s ISO certificate for any product, manufacturer’s CE certificate, USA 510k, Japan QS standard, etc. as and if applicable**
- 13. All standard forms as explained under clause Section I: Instructions to Bidders, clause 17.1**



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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.



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SECTION III: GENERAL CONDITIONS OF CONTRACT

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

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

(24)

LTA RATES	The rates charged for the services performed shall not be adjustable.
GOODS AND SERVICES DEFINED	<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>
PROCUREMENT LIABILITY	UNFPA is acting as a procurement agency on behalf of an external client. Any financial liability as a result of the order expressed or implied therefore lies with the corresponding client.
KEY PERFORMANCE INDICATORS	<p>Successful Bidder's performance will be monitored and evaluated by UNFPA on a yearly basis to enable the assessment on the effectiveness, efficiency and/or consistency of goods/services provided. The results of the evaluation will be communicated to the supplier to enable improvements. An extension of the contract will take into consideration results of performance evaluation(s). The evaluation will be based on, but not limited to, the following key performance indicators:</p> <p>Goods:</p> <ul style="list-style-type: none"> ● Adherence to specifications, including quality and quantity ● Overall communication and responsiveness, e.g., <ul style="list-style-type: none"> - Timely acknowledgement and processing of queries, RFQ, PO - Proactively updating delivery information with UNFPA, including UNFPA's order tracking system (ETD, ETA, ATD, ATA, inspection dates etc.). - In case of delivery delay, proactively communicating with buyers on mitigation measures <p>Services:</p> <ul style="list-style-type: none"> ● Expected output achieved ● Satisfactory level of quality and technical competence ● Effective and timely communication and professionalism <p>Goods and Services:</p> <ul style="list-style-type: none"> ● Timely delivery of goods and services based on client requirements



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	<ul style="list-style-type: none"> ● Satisfactory level of quality, technical competence, and management of post-delivery issues (if applicable) ● Effective and timely communication and documents handling ● Adherence to contractual agreement (Purchase Order, contract, LTA terms and conditions) <p>Key performance indicators may be modified and/or added during the validity of this contract.</p>
<p>PAYMENT TERMS</p>	<p>UNFPA's policy is to pay for the performance of contractual services rendered and/or to effect payment upon the achievement of specific milestones described in the contract.</p> <p>UNFPA's policy is not to grant advance payments except in unusual situations where the potential supplier, whether a private firm, non-governmental organization or a government or other entity, specifies in the Bid that there are special circumstances warranting an advance payment. UNFPA will normally require a bank guarantee or other suitable security arrangement in such cases.</p> <p>Any request for an advance payment is to be justified and documented, and must be submitted with the Financial Bid. The justification shall explain the need for the advance payment, itemize the amount requested and provide a time schedule for utilization of said amount. Information about your financial status must be submitted, such as audited financial statements at 31 December of the previous year and include this documentation with your financial bid. Further information may be requested by UNFPA at the time of finalizing contract negotiations with the awarded Bidder.</p>



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SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS

1. Legal and regulatory requirements

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

2. Legal status of the Bidder

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

3. Bidder's eligibility

2.1. Technical Proposals from the Bidders should provide written confirmation that they are not listed in any of the banned/suspended supplier lists. (SECTION VI – ANNEX 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](#).



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SECTION VI: BID AND RETURNABLE FORMS

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

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



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SECTION VI – ANNEX A: BID CONFIRMATION FORM

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

To:	UNFPA [Menara PJH, Level 10]	Date:	
	[Mohamad Sufian]	Email:	mohamadsalleh@unfpa.org
From:	[Insert Company Name]		
	[Insert Contact person from Company]		
	[Insert Telephone number]		
	[Insert E-mail address of contact person]		
	[Insert Postal address of Company]		
Subject:	UNFPA/MYS/RFP/24/001		

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

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

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

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

Name:		E-mail:	
Post Title:		Telephone	

SECTION VI – ANNEX B: BID SUBMISSION FORM

Date: **[Insert Month, Day, Year]**

To: UNFPA
 Menara PJH, Level 10,
 No 2, Jalan Abdul Razak, Precint 2,
 62100 Putrajaya

Dear Sir/Madam,

The undersigned, having read the original RFP documents of UNFPA/MYS/RFP/24/001 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/MYS/RFP/24/001 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 LTA within the time frame that will be stipulated in the Purchase Orders.



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

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

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



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SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM

UNFPA/MYS/RFP/24/001,

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



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

3. Expertise of Staff

Total number of staff	
Number of staff involved in similar supply LTAs	

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

Name/Surname	
Telephone Number (direct)	
Email address (direct)	

Be advised that this person must be available during the two weeks following the Bid opening date.

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



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SECTION VI – ANNEX D: BIDDER DECLARATION FORM

UNFPA/MYS/RFP/24/001,

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



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

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



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

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

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

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

Signature:

Date:

Name and Title:

Name of the Company:



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UNGM N°:

Postal Address:

Email:



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SECTION VI – ANNEX E: BIDDER’S PREVIOUS EXPERIENCE

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

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



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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:	



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SECTION VI – ANNEX F: PRICE SCHEDULE FORM

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

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

Example Price Schedule below: *[Delete after properly completing the Price Schedule also develop excel version]*

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



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

SECTION VI – ANNEX H: CHECKLIST OF BID FORMS

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

ACTIVITY	LOCATION	YES/NO/ N/A	REMARKS
Have you read and understood all of the Instructions to Bidders in Section I of the Bidding documents?	SECTION I: INSTRUCTIONS TO BIDDERS		
Have you reviewed and agreed to the UNFPA General Conditions of Contracts?	SECTION III: GENERAL CONDITIONS OF CONTRACT		
Have you reviewed and agreed to the UNFPA Special Conditions for Contracts?	SECTION IV: UNFPA SPECIAL CONDITIONS OF CONTRACT		
Have you completed the Bid Submission Form?	SECTION VI – ANNEX B: BID SUBMISSION FORM		
Have you completed the Bidder's Identification Form?	SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM		
Have you completed the Bidder's Previous Experience Form?	SECTION VI – ANNEX E: BIDDER'S PREVIOUS EXPERIENCE		
Have you completed and signed the Price Schedule Form?	SECTION VI – ANNEX F: PRICE SCHEDULE FORM		
Have you reviewed all of the relevant Contract form(s)?	SECTION VII: CONTRACTUAL FORMS		



Have you prepared a copy of the previous year's audited Company Balance Sheet and Financial Statements?	Section I: Instructions to Bidders, clause & SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you provided written confirmation that your company is neither suspended by the United Nations system nor debarred by the World Bank Group?	& Section I: Instructions to Bidders clause 2.4		
Have you provided a copy of any of your company's environmental or social policies, and any related documentation?	Section I: Instructions to Bidders, clause 39		
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 & 20.4		
If submitted electronically through email, is the file size of the Bid less than 8MB? (If the file size is above 20 MB, refer to Instructions to Bidders clause 20.3.3)	Section I: Instructions to Bidders, clause 20.3.3		
Have you noted the Bid closing deadline?	Invitation letter Number 4		
Have you provided information on Supplier Qualification Requirements?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS & SECTION VI – ANNEX B: BID SUBMISSION FORM		
Have you supplied clients' certificates in support of the satisfactory operation of the goods/services as specified above?	SECTION VI – ANNEX E: BIDDER'S PREVIOUS EXPERIENCE		
Have you checked Section I: Instructions to Bidders, clauses, 17 & 18 and provided all requested documentation in the correct formats?	Section I: Instructions to Bidders, clauses 17 & 18		



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SECTION VII: CONTRACTUAL FORMS

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

	Description	Status	Preferred file for submission
Annex A:	Long Term Agreement Template	Mandatory	PDF



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SECTION VII – ANNEX A: LONG TERM AGREEMENT TEMPLATE



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