



Date: 16 May 2019

## REQUEST FOR QUOTATION RFQ N° UNFPA/HTI/RFQ/19/010

Dear Sir/Madam,

UNFPA hereby solicits a quotation for the following services:

### **Analysis of the Sexual, Reproductive, Maternal, Newborn and Adolescent (SRMNAH) workforce in Haiti**

#### Purpose of consultancy

To conduct a national study which assesses the availability, accessibility, acceptability and quality of the SRMNAH workforce in Haiti, both in the present day and under various future scenarios.

#### Background

UNFPA is prioritizing investment in the sexual, reproductive, maternal, newborn and adolescent (SRMNAH) workforce to help achieve its goals for sexual and reproductive health: its current strategic plan includes several targets for strengthening human resources for health (HRH) with a particular focus on midwives. In Haiti, this includes a five-year midwifery program, which aims to improve midwife education, deployment and regulation, with activities including:

- Setting up two new midwife schools, satellites of the *école nationale des infirmières sage-femmes* (ENISF)
- Improving deployment of midwives, with a focus on staffing *soins obstétricaux et néonataux d'urgence* (SONU) facilities, retention strategies and upskilling
- Improving the regulatory framework for midwives, including accreditation of education institutions

In December 2017, the human resources directorate (DRH) of the *Ministère de la Santé Publique et de la Population* (MSPP) published a costed HRH strategic plan for 2018-2022, which sets out the first steps to be taken towards achieving the targets set under the World Health Organization's (WHO) Global Strategy on HRH. Six priority action areas are identified:

1. Improved leadership and governance of HRH
2. Evidence-based decision-making
3. Strengthening the HRH education system
4. Modernization of HRH management
5. Improve HRH retention via improvements to working conditions
6. Operationalize Family Health Teams throughout the country

The HRH strategic plan depends heavily on community health workers (ASCPs). There is also a strong focus on performance monitoring, with a view to maximizing the quality of care provided by the country's HRH. Similarly, Haiti's essential service package (PES) manual states that SRMNAH services should be accessible, acceptable (culturally appropriate, confidential, respectful) and of high quality.

Since 2013, USAID has supported the DRH to conduct facility-level HRH surveys in both the public and private sectors, known as ERHIS audits. ERHIS audits took place in 2013-14 and 2015-16, and estimated that there were approximately 7,500 SRMNAH workers in Haiti at that time.

This workforce assessment will be designed to contribute to the following objectives:

1. To update the ERHIS figures so that Haiti can assess progress towards global and national targets for effective coverage of SRMNAH workers
2. With 11 years to go until 2030, the assessment will provide an evidence base to help determine what actions need to be taken to close the gap between the currently available SRMNAH workforce and the required workforce
3. To provide baseline data to contribute to the monitoring and evaluation of Haiti's midwifery program with UNFPA support
4. The 2020 *State of the World's Midwifery* (SoWMy) report will require data collection in 2019. Conducting a national assessment in 2019 means that Haiti will be able to submit accurate and up-to-date data to this high-profile global report

It will thus make a significant contribution to evidence-based decision-making: one of the priority areas identified in the national HRH strategy.

### Scope of work

This assessment should be based on the UNFPA/WHO Handbook entitled *Conducting a sexual, reproductive, maternal, newborn and adolescent health workforce assessment*<sup>1</sup>, tailored to the Haitian context. The Handbook considers the assessment in three phases: (1) preparation, (2) data collection, and (3) data analysis and synthesis. It recommends that the assessment be led by the MSPP, with support from development partners as required. This workforce assessment is part of the MSPP's current workplan, and the MSPP is committed to leading and managing the process, with UNFPA and WHO support. An initial desk review of key documents has already been undertaken to inform the preparation of these terms of reference, and the report of this review will be shared with the consultant.

### Phase 1: Preparation

In consultation with the MSPP and UNFPA, the consultants will carry out a stakeholder mapping exercise to identify relevant stakeholders, including (but not limited to): relevant MSPP directorates, HRH education institutions, development partners, professional associations, regulatory bodies, national and international NGOs, and private sector providers of health care. An initial meeting of these stakeholders will be convened by the MSPP and facilitated by the consultants and UNFPA. At this meeting/workshop, the following will be agreed:

- Roles and responsibilities of the assessment team and contributing stakeholders
- A final version of the assessment framework and methodology
- Key assumptions regarding SRMNAH workforce, such as normal working hours, proportion of health worker time spent on clinical work generally, and SRMNAH interventions specifically
- Plans and timelines for the remaining phases of the assessment

After the initial meeting/workshop, stakeholders will be invited to contribute published or unpublished documents (policies, plans, strategies, evaluations, audits, workforce data, registers, research reports etc), to add to the documents already reviewed. These will be drawn together in an inception report, which will form part of the final report.

Based on the initial meeting and document review, the consultants will review and fine-tune the methodology proposed below, then prepare a core data set and populate it as far as possible from existing data sources. Data gaps will be filled during phase 2 of the assessment.

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<sup>1</sup> WHO, UNFPA. [Internet]. 2015 [cited 2018 Dec 4]. Available from: <https://www.mhtf.org/document/conducting-a-sexual-reproductive-maternal-newborn-and-adolescent-health-workforce-assessment-a-handbook/>

Estimates of the number of SRMNAH workers required will be based on an estimate of the amount of health worker time that would be required to deliver universal coverage of essential SRMNAH interventions. As part of the preparatory phase, therefore, it is necessary to define the interventions that the national SRMNAH workforce should be competent to deliver. For this purpose, it is proposed to use the list provided in Annex 2 of the *Global Strategy for Women's, Children's and Adolescents' Health 2016-2030* (excluding the child health interventions). This list may need to be tailored to the Haitian context, e.g. by adding interventions relating to sickle cell anemia.

#### Phase 2: Data collection

This phase of the assessment will partly be a desk-based exercise, with primary data collection likely to be necessary for module 5 (see below).

#### **Module 1: Population health status**

This module requires the collation of the following data:

- population numbers, disaggregated by age, sex, urban/rural location and *département*
- data on the incidence and/or prevalence of relevant health conditions such as HIV and malaria

It is anticipated that these data will be available from existing sources, so no primary data collection will be required. The consultants will have primary responsibility for collating the data from published sources. UNFPA may be able to provide support to gain access to unpublished sources.

#### **Module 2: SRMNAH status**

This module requires the collation of the following data:

- numbers of live births, stillbirths and pregnancies, disaggregated by urban/rural location and *département*
- family planning data, including contraceptive prevalence rate, unmet need for family planning, method mix
- incidence of safe and unsafe abortion
- data on the incidence and/or prevalence of relevant health conditions such as: gestational diabetes, preterm birth, low birthweight, neonatal jaundice, neonatal sepsis, pre-eclampsia, eclampsia, postpartum hemorrhage
- amount of health worker time needed to deliver each essential intervention to all those who need it

It is anticipated that these data will be available from existing sources, so no primary data collection will be required. The consultants will have responsibility for collating the data from published sources. The data from modules 1 and 2 will allow an estimate of the total need for SRMNAH interventions, in terms of number of contacts with a health worker and amount of health worker time needed to provide universal coverage of each essential intervention.

#### **Module 3: Policy context**

This module involves a detailed review of all government policies that are relevant to SRMNAH, with a view to assessing issues such as:

- What elements of SRMNAH care the government has committed to delivering, through what channels, to which populations
- Targets for coverage of essential SRMNAH interventions
- Whether or not costs are specified and the necessary funds available to meet these costs
- Whether or there is a policy on out-of-pocket spending on health/SRMNAH
- Whether or not SRMNAH has its own budget line
- Tracking of development partner commitments and disbursements for SRMNAH
- Details of the planning cycle for SRMNAH budget and policy

- Details of SRMNAH institutional arrangements such as parliamentary sub-committees, coordinating mechanisms and accountability mechanisms
- The existence of appropriate guidelines and quality standards for the SRMNAH workforce education, training, regulation, professional associations, performance management

The above information will permit an assessment of how well the current policy environment is conducive to working towards universal access to a competent SRMNAH workforce and guides SRMNAH workforce development. Discussions with key informants will also attempt to assess the extent to which key policies are actually implemented.

#### **Module 4: Financing**

Financing is one of the key factors affecting the availability, accessibility and quality of the health workforce. This module aims to establish:

- How much of the SRMNAH budget is allocated to HRH
- In addition to the government, which other organizations provide funding for SRMNAH workers?
- Costs associated with increasing the number of SRMNAH workers or upskilling SRMNAH workers
- Employment costs, including incentives to work in underserved areas
- Education and training costs

The above information will permit an assessment of whether the available financing mechanisms can cover all aspects of the development, deployment, retention and quality of the SRMNAH workforce. If not, the scale of the shortfall will be estimated.

#### **Module 5: The SRMNAH workforce**

The aim of this module will be to ascertain:

- the scope of practice, roles and responsibilities of each SRMNAH occupation group, including which are responsible for delivering which essential SRMNAH interventions
- how this varies according to the level of the health system in which a health worker operates
- duration of SRMNAH worker education courses
- whether their education curricula are adequate to prepare them to deliver all the interventions
- typical working hours, and % of working time spent on SRMNAH care
- the number of SRMNAH workers currently deployed, including private sector, and where they are deployed\*
- age and gender profile of SRMNAH workers\*
- whether the facility is functionally SONUB or SONUC (as opposed to designated)\*
- GIS coordinates of each facility\*
- facility opening hours\*
- youth-friendly services offered at the facility, if any\*
- the extent to which the work environment enables SRMNAH workers to provide high-quality care, e.g. availability of power, clean water, essential equipment and supplies, essential drugs and FP commodities\*
- number of unfilled positions for SRMNAH workers\*

\* These data items will be collected at health facility level rather than national level.

Some of the above information is likely to be available from existing sources such as MSPP records, ERHIS, and a recent SONU needs assessment. However, some primary data collection will be necessary to plug gaps and bring old estimates up to date.

The consultants should propose a suitable method for collecting facility-level data. UNFPA would ideally like to collect data from all health facilities in the country (both public and private sector), but it is acknowledged that this may not be feasible in the available time. If not, a sample of facilities may be taken, and the consultants should propose a suitable method for taking a sample and using the sample to produce national estimates.

In 2015, the MSPP published a comprehensive list of Haiti's health facilities, and this will form the sampling frame for the assessment. As this document is four years old, it will not be completely accurate: some new facilities will have been constructed and some will have ceased to function. However, it is the most recent available list and therefore the best available sampling frame. The following table shows how the country's facilities were distributed by type and *département*.

**Haiti's health facilities by types and *département*, 2015**

<i>Département</i>	Dispensaries	Health centers without beds (CALs)	Health centers with beds (CSLs)	Hospitals (HCRs, HDs, HUs)	Total	% public sector	% functional
Artibonite	93	19	16	10	138	49	89
Centre	34	14	12	4	64	41	72
Grand-Anse	36	9	5	3	53	51	100
Nippes	20	2	7	3	32	31	91
Nord	38	44	11	13	106	27	88
Nord-Est	24	8	8	2	42	69	86
Nord-Ouest	69	8	12	4	93	61	91
Ouest	54	206	53	70	383	20	97
Sud	38	15	14	10	77	43	95
Sud-Est	28	20	9	3	60	55	93
<b>Total</b>	<b>434</b>	<b>345</b>	<b>147</b>	<b>122</b>	<b>1048</b>	<b>37</b>	<b>92</b>

Source: MSPP 2015

The consultants will conduct the primary data collection, and should propose suitable methods and tools for data collection, storage and analysis. Support from the MSPP and/or UNFPA will be provided to help secure the cooperation of those holding the required data.

Although ASCPs are not considered part of the professional workforce, it will be appropriate to consider them in this assessment, because they play an important role in some SRMNAH interventions such as family planning. Similarly, given the significant role played by *matrones* in the provision of childbirth care, the assessment should not ignore them. It is not proposed to include *matrones* in the main analysis, but the consultants should propose a method to estimate their numbers and geographical distribution.

In addition to the data to be collected for the workforce assessment as set out above, UNFPA would like to combine the main assessment with the collection of baseline data for monitoring and evaluation of the UNFPA midwifery program, which will be implemented in four *départements*. The program aims to increase the technical capacity of midwives and also the extent to which they deliver respectful maternity care (RMC). The consultants should propose a suitable method for collecting baseline data on these indicators, and indicate whether it would be feasible to do this at the same time as the main data collection, bearing in mind that ethical approval will be required if the proposed method involves observation of midwives at work and/or interviewing health service users.

### **Module 6: Health labour market analysis**

This module will require the collection of data about:

- education pipelines (locations of educational institutions, number of graduates each year, and how this is expected to change in future years)
- number and qualifications of teaching staff
- accreditation of education institutions
- challenges to the provision of high-quality education (e.g. insufficient teaching staff, insufficient opportunities for clinical placements)
- absorption rate of graduates into the Haitian health workforce
- starting salary
- numbers recruited from overseas each year
- systems in place to ensure that HRH from Haiti or overseas are competent to practise
- statutory retirement age
- voluntary attrition rate

Much of the above information is available from existing sources, e.g. the HRH strategic plan. It is likely, however, that some supplementary primary data collection will be required, e.g. a survey of education institutions (there are 12 national medical, nursing and midwifery education institutions and about 400 private nursing schools).

### Phase 3: Data analysis and synthesis

#### **Module 7: Geography of SRMNAH**

The data collected in Module 5 will permit the mapping of the geographic distribution of different types of health facility and SRMNAH worker. This is not an essential element of the assessment, but if the consultants think it would add value, it should be considered as an addition to the report.

#### **Module 8: Assessing effective coverage of the SRMNAH workforce**

Analysis of the data described above will allow assessment of (1) the number and types of SRMNAH workers needed, and (2) the extent to which the workforce is able to meet this need given current levels of availability, accessibility, acceptability and quality. The analysis should be disaggregated by *département*.

In addition to descriptive statistics, the data should be used to estimate the percentage of the population need for SRMNAH workers that the professional workforce can meet, given its size, geographical distribution and competencies. It should also estimate the size of the shortfall between the number of SRMNAH workers needed and the number available, disaggregated by occupation group. The consultants should propose a suitable method for producing these estimates.

#### **Module 9: Supply and demand analysis**

The analysis described in the preceding section will focus on the present-day workforce. The consultants should also propose a method for projecting the analysis forward to 2030, given expected rates of inflows and outflows to and from the health workforce.

#### **Module 10: Strategy options for workforce planning**

The parameters of the supply and demand analysis (module 9) should be adjusted to test the likely impact of different strategies, such as increasing the production of graduates, reducing out-migration, increasing the absorption rate of new graduates or task shifting between occupation groups. These scenarios will be agreed at the initial stakeholder workshop, and if necessary adjusted during the assessment if new information comes to light during the process.

#### **Module 11: Modelling the impact of different strategy options**

Advocacy for more investment in the SRMNAH workforce is easier if the likely impact on mortality can be estimated. For this reason, the Handbook includes a module on modelling the impact on lives saved using the Lives Saved Tool (LIST), but UNFPA has concerns about the suitability of LIST for this purpose. This module



should therefore be considered optional: the consultants may propose a method for estimating the impact of increased investment in the SRMNAH workforce (whether this is the impact on lives saved or other indicators).

### **Module 12: Costed scenarios**

The analysis of different strategy options (Module 10) will give an indication of which scenario(s) are more attractive in terms of their likely impact on effective coverage of SRMNAH workers. However, decisions about which strategies to pursue will also be informed by the costs of implementation. Data about health worker salaries, incentives, education costs and training costs should be used to estimate the approximate cost of each scenario, which will permit a cost/benefit analysis to feed into the policy discussions that are expected to follow the assessment.

The results of modules 7-12 should be written up into a narrative report. The consultants will submit a first draft of the report for comments from UNFPA and MSPP, then produce a final draft which incorporates the comments and suggestions. A dissemination and planning workshop will take place the launch the report and produce an action plan based on its findings. The consultants will attend and help to facilitate this workshop, which will ideally take place before the report is finalised, so that action points and recommendations from the workshop can be included in the final draft of the report.

### **Duration of consultancy**

It is anticipated that the consultancy will take approximately six months.

### **Place where services are to be delivered**

The consultants will mainly work remotely, but if the consultants are not based in Haiti, then travel to Haiti will be required for two stakeholder meetings/workshop and data collection.

### **Delivery dates and how work will be delivered**

**Deliverable 1:** Inception report, including finalised assessment protocol and proposed format of core data set, following stakeholder workshop and review of key documents (soft copy, end June 2019)

**Deliverable 2:** Populated core data set in Excel spreadsheet, including data required for submission to SoWMy 2020 (soft copy, end August 2019)

**Deliverable 3:** First draft of report in English or French (soft copy, end September 2019)

**Deliverable 4:** Final draft of report content, taking into account comments from UNFPA and MSPP and the conclusions and recommendations of the dissemination and planning workshop (soft copy, end October 2019).

### **Deliverables and payment schedule**

Deliverable 1: 25%

Deliverable 2: 30%

Deliverable 3: 25%

Deliverable 4: 20%

### **Supervisory arrangements**

The consultants will report to UNFPA Maternal Health specialist in Haiti.

### **Required expertise, qualifications and competencies, including language requirements**

The consultancy firm should propose a suitable team, including as a minimum:

- Technical lead (fluent in French; doctorate in public health, epidemiology or similar; minimum 10 years' experience in similar assessments; substantive knowledge on HRH and SRMNAH issues, especially in low-income contexts; strong inter-personal skills; previous experience with the UN)
- Technical support (doctorate in statistics or a subject with a high level of statistical content; minimum 5 years' experience in similar assessments; substantive knowledge on HRH and SRMNAH issues, especially in low-income contexts; strong quantitative research and analysis skills; strong teamwork, communication and organizational skills; knowledge of UN processes; computer literacy in Microsoft Office packages and the Internet; excellent writing skills in English and/or French)
- Data analyst/programmer (minimum 3 years' experience in similar assessments; strong quantitative research and analysis skills; strong communication and organizational skills; knowledge of UN processes; computer literacy in MS Excel and any statistical analysis software that will be used in the assessment)
- One or two national consultants (French or Creole speakers, understanding of the Haitian health system, ideally a qualified health worker)

The technical lead and technical support roles may be combined if the consultancy firm has someone with the necessary attributes who could devote a significant amount of time to the project over a six-month period.

#### Inputs/services to be provided by UNFPA, WHO and other stakeholders

UNFPA Haiti technical staff in collaboration with WHO will: oversee the project, conduct technical review of the deliverables, liaise with high-level national stakeholders, facilitate access to unpublished data and documents, attend workshops and provide technical and administrative support and/or advice to the consultant team. UNFPA will also convene a steering group / technical advisory group to guide the assessment and ensure national ownership of it. The group will hold regular meetings / teleconferences to approve key decisions about the methodology, analysis and dissemination of results, and the consultants will be expected to participate in these teleconferences.

If required, UNFPA will support the consultants to recruit one or two suitable national consultants for the data collection phase. UNFPA will hire additional consultants if required for: GIS mapping, report translation, report design and printing.

MSPP will provide letters of support for use when requesting the cooperation of data holders.

UNFPA and WHO will contract other consultants separately if and when their skills are required, e.g. GIS mapping expert, report translator (from English to French or vice versa: the report will need to be available in both languages), report designer and printer.

This Request for Quotation is open to all legally-constituted companies that can provide the requested service and have legal capacity to deliver in the country, or through an authorized representative.

#### I. About UNFPA

UNFPA, the United Nations Population Fund (UNFPA), is an international development agency that works to deliver a world where every pregnancy is wanted, every child birth is safe and every young person's potential is fulfilled.

UNFPA is the lead UN agency that expands the possibilities for women and young people to lead healthy sexual and reproductive lives. To read more about UNFPA, please go to: [UNFPA about us](#)





## II. Questions

Questions or requests for further clarifications should be submitted in writing to the contact person below:

Name of contact person at UNFPA:	<i>Catia Dupreville</i>
No. de tél. :	<i>509 3 701 4340</i>
No. de fax :	<i>N/A</i>
Adresse e-mail du contact :	<i>dupreville@unfpa.org</i>

The deadline for submission of questions is Thursday, 24<sup>th</sup> May 2019 at 4:00 pm Haiti time. Questions will be answered in writing and shared with all parties as soon as possible after this deadline.

## III. Content of quotations

Quotations should be submitted in a single e-mail whenever possible, depending on file size. Quotations must contain:

- a) Technical proposal, in response to the requirements outlined in the TORs.
- b) Price quotation, to be submitted strictly in accordance with the price quotation form.

Technical and Financial proposals must be submitted **in TWO separate attachments**. Please remember to **“Password Protect”** your financial proposal. Failing to conform to this requirement will immediately disqualify the offer under consideration.

Both parts of the quotation must be signed by the bidding company’s relevant authority and submitted in PDF format.

## IV. Instructions for submission

Proposals should be prepared based on the guidelines set forth in Section IV above, along with a properly filled out and signed price quotation form, are to be sent by e-mail to the contact person indicated below no later than : Thursday, 30<sup>th</sup> May 2019 at 4:00 pm Haiti time.

Name of contact person at UNFPA:	<i>Procurement Unit</i>
Email address of contact person:	<i>dupreville@unfpa.org</i>

Please note the following guidelines for electronic submissions:

The following reference must be included in the email subject line: **RFQ N° UNFPA/HTI/RFQ/19/010**

- . Proposals that do not contain the correct email subject line may be overlooked by the procurement officer and therefore not considered.
- The total e-mail size may not exceed **20 MB (including e-mail body, encoded attachments and headers)**. Where the technical details are in large electronic files, it is recommended that these be sent separately before the deadline.

## V. Overview of Evaluation Process

Quotations will be evaluated based on the compliance with the technical specifications and the total cost of the services (price quote).

The evaluation will be carried out in a two-step process by an ad-hoc evaluation panel. Technical proposals will be evaluated for technical compliance prior to the comparison of price quotes.

[A] Criteria Points	Maximum	[B] Points attained by Bidder	[C] Weight (%)	[B] x [C] = [D] Total Points
<b>Expertise and Capability of Organization</b>				
Reputation of Organization and Staff (Competence / Reliability)	100		5%	
General organizational technical and financial capability which is likely to affect implementation (i.e. holding company or one firm, size of the firm, strength of project management support and quality controls, internet & online strength, quality certifications ...etc.)	100		15%	
Relevance of: A. Specialized knowledge B. Specific experience and expertise relevant to the assignment. C. Work for other UN agencies / major multilateral / bilateral programmes	100		15%	
<b>Proposed Work plan &amp; Approach</b>				

Technical approach, methodology and level of understanding of the objectives of the project	100		20%	
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Work plan in the proposal and its adequacy to meet the project objectives? Does the Offeror present a sound and innovative model to cater to the assignment's objectives?	100		25%	
<b>Key Personnel</b>				
Professional experience of the staff that will be employed to the project proving demonstrated expertise in evaluation and related processes (CVs, etc.)	100		10%	
Has a monitoring and evaluation plan been included? Are indicators specific, measurable, achievable, and relevant and time bound (SMART)? Does the project integrate a sound monitoring plan for assessing the effectiveness of the campaigns? Is there a clear reporting framework to UNFPA?	100		10%	
<i>Grand Total All Criteria</i>	700		100%	

The following scoring scale will be used to ensure objective evaluation:

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

### Financial Evaluation

Price quotes will be evaluated only for bidders whose technical proposals achieve a minimum score of **70** points in the technical evaluation. The password of the financial proposal file will be requested upon the completion of the technical proposal evaluation and for only those bidders who passed the technical stage.

Price quotes will be evaluated based on their responsiveness to the price quote form. The maximum number of points for the price quote is 100, which will be allocated to the lowest total price provided in the quotation. All other price quotes will receive points in inverse proportion according to the following formula.



$$\text{Financial score} = \frac{\text{Lowest quote (\$)}}{\text{Quote being scored (\$)}} \times 100 \text{ (Maximum score)}$$

#### Total Score

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

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

#### VI. Award

UNFPA shall award a Contract/Purchase Order to the bidder that has the highest combined score and whose bid has been determined to be substantially compliant with the bidding documents.

#### VII. Right to Vary Requirements at Time of Award

UNFPA reserves the right at the time of award of Contract to increase or decrease by up to 20% the volume of goods specified in this RFQ without any change in unit prices or other terms and conditions.

#### VIII. Payment Terms

UNFPA payment terms are net 30 days upon receipt of invoice and other documentation required by the contract.

#### IX. Fraud and Corruption

UNFPA is committed to preventing, identifying, and addressing all acts of fraud against UNFPA, as well as against third parties involved in UNFPA activities. UNFPA's Policy regarding fraud and corruption is available here: [Fraud Policy](#). Submission of a proposal implies that the Bidder is aware of this policy.

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.

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



**X. Zero Tolerance**

UNFPA has adopted a zero-tolerance policy on gifts and hospitality. Suppliers are therefore requested not to send gifts or offer hospitality to UNFPA personnel. Further details on this policy are available here: [Zero Tolerance Policy](#).

**XI. RFQ Protest**

Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a contract may submit a complaint to the Chief, Procurement Services Branch at [procurement@unfpa.org](mailto:procurement@unfpa.org).

**XII. Disclaimer**

Should any of the links in this RFQ document be unavailable or inaccessible for any reason, bidders can contact the Procurement Officer in charge of the procurement to request for them to share a PDF version of such document(s).



**PRICE QUOTATION FORM**

<b>Name of Bidder:</b>	
<b>Date of the quotation:</b>	Click here to enter a date.
<b>Request for quotation N°:</b>	RFQ N° UNFPA/HTI/RFQ/19/010
<b>Currency of quotation:</b>	USD
<b>Validity of quotation:</b> <i>(The quotation shall be valid for a period of at least 3 months after the submission deadline.)</i>	

Price Quotation Form					
Item	Product Name & Description	UOM	Unit Price	Number of Units	Total (USD)
1					
2					
3					
4					
5	Delivery Charges based on the following 2010 Incoterm, to: DAP	Each		1	
<b>GRAND TOTAL</b>					

*Vendor's Comments:*

I hereby certify that the company mentioned above, which I am duly authorized to sign for, has reviewed RFQ N° UNFPA/HTI/RFQ/19/010 all annexes, amendments to the RFQ document (if applicable) and the responses provided by UNFPA on clarification questions from the prospective service providers. Further, the company accepts the General Conditions of Contract for UNFPA and we will abide by this quotation until it expires.

Name and title	Date and place

**ANNEX I:**



## **General Conditions of Contracts: De Minimis Contracts**

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

6.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNFPA;

6.4.3 Provide that UNFPA shall receive thirty (30) days written notice from the insurers prior to any cancellation

or change of coverage.

6.5 The Contractor shall, upon request, provide UNFPA with satisfactory evidence of the insurance required under this Article 6.

7. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNFPA against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNFPA. REV.: MAY 2012 GENERAL CONDITIONS OF CONTRACT FOR DE MINIMIS CONTRACTS PAGE 2.

8. **EQUIPMENT FURNISHED BY UNFPA TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNFPA to the Contractor for the performance of any obligations under the Contract shall rest with UNFPA, and any such equipment shall be returned to UNFPA at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNFPA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNFPA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

9. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

9.1 Except as is otherwise expressly provided in writing in the Contract, UNFPA shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNFPA under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNFPA.

9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNFPA does not and shall not claim any ownership interest thereto, and the Contractor grants to UNFPA a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

9.3 At the request of UNFPA, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNFPA in compliance with the requirements of the applicable law and of the Contract.

9.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNFPA, shall be made available for use or inspection by



UNFPA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNFPA authorized officials on completion of work under the Contract.

**10. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNFPA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations and UNFPA, or any abbreviation of the name of the United Nations and UNFPA in connection with its business or otherwise without the written permission the United Nations and UNFPA.

**11. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

11.1 The Recipient shall:

11.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and,

11.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

11.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 11, the Recipient may disclose Information to:

11.2.1 any other party with the Discloser's prior written consent; and,

11.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

11.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

11.2.2.2 any entity over which the Party exercises effective managerial control; or,

11.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

11.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, including UNFPA, the Contractor will give UNFPA sufficient prior notice of a request for the disclosure of Information in order to allow UNFPA to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

11.4 UNFPA may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

11.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

11.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

**12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

12.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

12.2 If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, UNFPA shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 13, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNFPA shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days. 12.3 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNFPA is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

**13. TERMINATION:**

13.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

13.2 UNFPA may terminate forthwith this Contract at any time should the mandate or its funding be curtailed or terminated, in which case the Contractor shall be reimbursed by UNFPA for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

13.3 In the event of any termination by UNFPA under this Article, no payment shall be due from UNFPA to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

13.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNFPA may, without prejudice to any other right or

remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UNFPA of the occurrence of any of the above events.

13.5 The provisions of this Article 13 are without prejudice to any other rights or remedies of UNFPA under the Contract or otherwise.

**14. NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

**15. NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNFPA shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNFPA shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

**16. SETTLEMENT OF DISPUTES:**

**16.1 AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

**16.2 ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

**17. PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**18. TAX EXEMPTION:**

**18.1** Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and

charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNFPA from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNFPA to determine a mutually acceptable procedure.

18.2 The Contractor authorizes UNFPA to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNFPA before the payment thereof and the UNFPA has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNFPA with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNFPA shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNFPA and paid by the Contractor under written protest.

**19. MODIFICATIONS:** Pursuant to the Financial Regulations and Rules of UNFPA, only the Chief of the Procurement Services Branch of UNFPA or such other contracting authority as made known to the Contractor in writing, possesses the authority to agree on behalf of UNFPA to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNFPA unless provided by an amendment to this Contract signed by the Contractor and the Chief of the Procurement Services Branch of UNFPA or such other contracting authority.

**20. AUDITS AND INVESTIGATIONS:**

20.1 Each invoice paid by UNFPA shall be subject to a post-payment audit by auditors, whether internal or external, of UNFPA or the United Nations or by other authorized and qualified agents of UNFPA or the United Nations at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNFPA shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNFPA other than in accordance with the terms and conditions of the Contract.

20.2 UNFPA may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

20.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNFPA access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNFPA or the United Nations hereunder.

**21. LIMITATION ON ACTIONS:**

21.1 Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 16.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

21.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or





should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

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

**23. SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNFPA in connection with the performance of its obligations under the Contract. Should any authority external to UNFPA seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNFPA and provide all reasonable assistance required by UNFPA. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNFPA, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the United Nations and UNFPA.

**24. OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UNFPA any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UNFPA or the award thereof or for any other purpose intended to gain an advantage for the Contractor.

**25. OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNFPA, as such obligations are set forth in the United Nations and UNFPA vendor registration procedures.

**26. CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

**27. MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

**28. SEXUAL EXPLOITATION:**

28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the



sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

28.2 UNFPA shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.