United Nations Population Fund

202-204 Bauddhaloka Mawatha Colombo – 07

Sri Lanka

E-mail: lk-procurement@unfpa.org

Website: https://srilanka.unfpa.org

25 August, 2023

**REQUEST FOR PROPOSAL (RFP)**

**RFP Number UNFPA/LKA/RFP/23/001**

For the establishment of a:

**CONTRACT FOR PROFESSIONAL SERVICES**

In regards to:

CONDUCTING A RESEARCH STUDY ON THE INTERSECTIONS BETWEEN GENDER AND HATE SPEECH EXPERIENCED BY WOMEN, GIRLS AND GENDER AND SEXUAL MINORITIES ONLINE AND OFFLINE FOR UNFPA, COLOMBO, SRI LANKA

**LETTER OF INVITATION**

Dear Sir/Madam,

The United Nations Population Fund (UNFPA), an international development agency, is seeking qualified Bids for the provision of *services of a research institution to conduct research on the intersections between gender and hate speech experienced by women, girls, and gender and sexual minorities online and offline*. Your company is hereby invited to submit your best Technical and Financial Bids for the requested services. Your Bid could form the basis for a contract for professional services (CPS) between your company and UNFPA.

1. 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 |

1. 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 in Section I – Instructions to Bidders, clause 20 Submission, Sealing and Marking of Bids.
2. 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 *15 September, 2023*, at *17:00 Colombo time[[1]](#footnote-1):*

* 1. 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**

*No. 202-204, Baudhaloka Mawatha*

*Colombo - 07*

*Sri Lanka*

* 1. 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 Lk-procurement@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.
1. Bids received after the stipulated date and time will be rejected.
2. 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: *Geetha Fernando, Programme Associate, gfernando@unfpa.org* no later than *01 September, 2023* 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.
3. Any questions relating to the Bid process and/or to the attached documents shall be sent to: *Geetha Fernando, Programme Associate* at email: *gfernando@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. UNFPA posts all Bids notices, clarifications and results in the United Nations Global Marketplace; hence, we strongly encourage Bidders to register on [UNGM](https://www.ungm.org/Vendor/Registration). The UNGM is the procurement portal of the United Nations system. By registering on UNGM, suppliers become part of the database that UN buyers use when searching for suppliers. The link describes the registration process: <https://www.ungm.org/Public/Pages/RegistrationProcess>

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

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

|  |
| --- |
| Yours sincerely, |
|  |
| *Upul Maanage,* Operations ManagerUNFPA - Sri Lanka |
|  |
| Process reviewed and approved by: |
|  |
| *Kunle Adeniyi,* RepresentativeUNFPA – Sri Lanka |

**Table of Contents**

[SECTION I: INSTRUCTIONS TO BIDDERS 7](#_Toc143854175)

[A. INTRODUCTION 7](#_Toc143854176)

[1. General 7](#_Toc143854177)

[2. Eligible Bidders 7](#_Toc143854178)

[3. Cost of Bid 8](#_Toc143854179)

[4. Fraud and Corruption 8](#_Toc143854180)

[5. Zero Tolerance 9](#_Toc143854181)

[6. Disclaimer 10](#_Toc143854182)

[B. SOLICITATION DOCUMENTS 10](#_Toc143854183)

[7. UNFPA Bidding document 10](#_Toc143854184)

[8. Clarifications of Bidding documents 11](#_Toc143854185)

[9. Amendments to Bidding documents 11](#_Toc143854186)

[C. PREPARATION OF BIDS 11](#_Toc143854187)

[10. Language of the Bid 11](#_Toc143854188)

[11. Bid currency and prices 12](#_Toc143854189)

[12. Conversion to single currency 12](#_Toc143854190)

[13. Most favored pricing 12](#_Toc143854191)

[14. Validity of Bids 12](#_Toc143854192)

[15. Bidders’ conference 12](#_Toc143854193)

[D. SUBMISSION OF BIDS 12](#_Toc143854194)

[16. Documents establishing eligibility and conformity to Bid documents 12](#_Toc143854195)

[17. Technical Bid 12](#_Toc143854196)

[18. Financial Bid 13](#_Toc143854197)

[19. Partial & Alternative Bids 13](#_Toc143854198)

[20. Submission, sealing, and marking of Bids 14](#_Toc143854199)

[20.3. Submission of electronic Bids 14](#_Toc143854200)

[20.4. Submission of hard copy Bids 14](#_Toc143854201)

[21. Deadline for submission of Bid and late Bids 15](#_Toc143854202)

[22. Modification and withdrawal of Bids 15](#_Toc143854203)

[23. Storage of Bids 16](#_Toc143854204)

[E. BID OPENING AND EVALUATION 16](#_Toc143854205)

[24. Bid opening 16](#_Toc143854206)

[25. Clarification of Bids 16](#_Toc143854207)

[26. Preliminary examination of Bids 16](#_Toc143854208)

[27. Non-conformities, errors, and omissions 17](#_Toc143854209)

[28. Evaluation of Bids 18](#_Toc143854210)

[29. Technical evaluation 18](#_Toc143854211)

[30. Supplier qualification requirements 20](#_Toc143854212)

[31. Financial evaluation 20](#_Toc143854213)

[32. Total score 21](#_Toc143854214)

[F. AWARD OF CONTRACT AND FINAL CONSIDERATIONS 21](#_Toc143854215)

[33. Award of Contract 21](#_Toc143854216)

[34. Rejection of Bids and annulments 21](#_Toc143854217)

[35. Right to vary requirements and to negotiate at time of award 21](#_Toc143854218)

[36. Signing of the Contract 21](#_Toc143854219)

[37. Publication of Contract Award 22](#_Toc143854220)

[38. Payment Provisions 22](#_Toc143854221)

[39. Bid protest 22](#_Toc143854222)

[40. Documents establishing sustainability efforts of the Bidder 22](#_Toc143854223)

[SECTION II: TERMS OF REFERENCE (TOR) 23](#_Toc143854224)

[SUBMISSION OF APPLICATION 31](#_Toc143854225)

[SECTION II – ANNEX A: INSTRUCTIONS FOR PREPARING TECHNICAL BID 32](#_Toc143854226)

[SECTION III: GENERAL CONDITIONS OF CONTRACT 33](#_Toc143854227)

[SECTION IV: UNFPA SPECIAL CONDITIONS OF CONTRACT 34](#_Toc143854228)

[SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS 36](#_Toc143854229)

[SECTION VI: BID AND RETURNABLE FORMS 37](#_Toc143854230)

[SECTION VI – ANNEX A: BID CONFIRMATION FORM 38](#_Toc143854231)

[SECTION VI – ANNEX B: BID SUBMISSION FORM 40](#_Toc143854232)

[SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM 41](#_Toc143854233)

[SECTION VI – ANNEX D: BIDDER DECLARATION FORM 43](#_Toc143854234)

[SECTION VI – ANNEX E: BIDDER’S PREVIOUS EXPERIENCE 46](#_Toc143854235)

[SECTION VI – ANNEX F: PRICE SCHEDULE FORM 47](#_Toc143854236)

[SECTION VI – ANNEX G: JOINT VENTURE PARTNER INFORMATION FORM 49](#_Toc143854237)

[SECTION VI – ANNEX H: CHECKLIST OF BID FORMS 50](#_Toc143854238)

[SECTION VII: CONTRACTUAL FORMS 53](#_Toc143854239)

[SECTION VII – ANNEX A: TEMPLATE OF CONTRACT FOR PROFESSIONAL SERVICES 54](#_Toc143854240)

[ARTICLE 1 54](#_Toc143854241)

[ARTICLE 2 54](#_Toc143854242)

[ARTICLE 3 54](#_Toc143854243)

[ARTICLE 4 55](#_Toc143854244)

[ARTICLE 5 55](#_Toc143854245)

[ARTICLE 6 55](#_Toc143854246)

[SECTION VII – ANNEX B: BANK GUARANTEE FOR ADVANCE PAYMENT 57](#_Toc143854247)

[SECTION VII – ANNEX C: PERFORMANCE SECURITY 57](#_Toc143854248)

# SECTION I: INSTRUCTIONS TO BIDDERS

## INTRODUCTION

## General

* 1. UNFPA wishes to establish a contract for professional services with a qualified supplier(s) for the provision of *services of a company/institution to conduct research on the intersections between gender and hate speech experienced by women, girls, and gender and sexual minorities online and offline* in support of UNFPA’s Country *Programme* in *Sri Lanka.*
	2. As a result of this competitive Bid process, UNFPA plans to sign a Contract for Professional Services with a single supplier.
	3. In the event of UNFPA signing a contract the following shall apply:
		1. The successful Bidder(s) shall accord the same terms and conditions to any other organization with the United Nations Systems, located in Sri Lanka, that wishes to avail itself of such terms, after written consent from UNFPA, Sri Lanka;
		2. The contract template specified in SECTION VII – ANNEX A: TEMPLATE OF CONTRACT FOR PROFESSIONAL SERVICES, shall be used.

## Eligible Bidders

* 1. This Bidding process is open to all legally-constituted companies that can provide the requested *services* and have legal capacity to deliver in the country, or through an authorized representative.
	2. Bidders and all parties constituting the Bidder may hold any nationality.
	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:
		1. Are, or have been associated in the past, with a company or any of its affiliates that have been engaged by UNFPA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods and/or services to be purchased under this Bid.
		2. 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.
		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.
		4. The following information must be disclosed in the Bid:
			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. Any other situation that could potentially lead to actual or perceived conflict of interest, collusion, or unfair competition practices.
			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.
	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:
		1. Listed as suspended or removed by the United Nations Procurement Division (UNPD);
		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)](http://www.ungm.org) as a result of having committed fraudulent activities;
		3. Included on the [UN 1267 list](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml) 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;
		4. Debarred by the World Bank Group in accordance with the [WB Listing of Ineligible Firms & Individuals](http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984) and the [WB Corporate Procurement Listing of Non-Responsible Vendors](http://web.worldbank.org/WBSITE/EXTERNAL/OPPORTUNITIES/EXTCORPPROCUREMENT/0%2C%2CcontentMDK%3A22030810~pagePK%3A64147231~piPK%3A64147158~theSitePK%3A438017%2C00.html).
	5. All Bidders must adhere to the UN Supplier Code of Conduct, which may be found by clicking on [UN Supplier Code of Conduct](http://www.un.org/Depts/ptd/pdf/conduct_english.pdf).
	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
	7. Bids may be submitted by a Joint Venture (JV). In the case of a JV:
		1. The completed Joint Venture Partner Information Form, SECTION VI – ANNEX G: JOINT VENTURE PARTNER INFORMATION FORM, must be included with the Bid; and
		2. All parties to the JV shall be jointly and severally liable; and
		3. The JV must nominate a Representative, who will have the authority to conduct all businesses for and on behalf of all parties of the JV during the Bidding process, and, if the JV is awarded a contract, during the validity of the contract.

## Cost of Bid

* 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.

## Fraud and Corruption

* 1. UNFPA’s Policy regarding fraud and corruption is available by clicking on [Fraud Policy](http://www.unfpa.org/resources/fraud-policy-2009#overlay-context=node/10356/draft) and applies fully to this Bid. Submission of any Bid implies that the Bidder is aware of this Policy.
	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.
	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. Pursuant to this Policy, UNFPA defines the terms set forth as follows:
		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;
		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;
		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. “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:
		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.
		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
	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;
	6. UNFPA will declare a supplier ineligible, either indefinitely or for a stated period of time, to be awarded a UNFPA contract/agreement if at any time it determines that the supplier has engaged in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices in competing for, or in executing, a UNFPA contract/agreement.
	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.
	8. Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the UNFPA Office of Audit and Investigations Services as well as with any other oversight entity authorized by the Executive Director and with the UNFPA Ethics Advisor as and when required.  Such cooperation shall include, but not be limited to, the following: access to all employees, representatives agents and assignees of the vendor; as well as production of all documents requested, including financial records.  Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNFPA to repudiate and terminate the Agreement, and to debar and remove the supplier from UNFPA's list of registered suppliers.
	9. A confidential Anti-Fraud Hotline is available to any Bidder to report suspicious fraudulent activities at [UNFPA Investigation Hotline](http://web2.unfpa.org/help/hotline.cfm)

## Zero Tolerance

* 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](http://www.unfpa.org/about-procurement#ZeroTolerance).

## Disclaimer

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

## SOLICITATION DOCUMENTS

## UNFPA Bidding document

* 1. This RFP document is posted on [United Nations Global Marketplace (UNGM)](https://www.ungm.org/Public/Notice).
	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 |
| Annex G: | Joint Venture Partner Information Form |
| Annex H: | Checklist of Bid Forms |
| Section VII: | Contractual Forms |
| Annex A: | Template of Proposed Contract for Professional Services |
| Annex B: | Bank Guarantee for Advance Payment |
| Annex C: | Performance Security |

* 1. 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.
	2. 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.
	3. 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.

## Clarifications of Bidding documents

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

Geetha Fernando, Programme Associate, gfernando@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 31 August, 2023, at 15:00 Colombo time[[2]](#footnote-2).

* 1. UNFPA will respond in writing to any requests for clarification received prior to the deadline and will circulate the answers (including an explanation of the requests without identifying the sources) to all prospective Bidders that have received the Bid documents. A copy of the questions and UNFPA’s answers will also be posted on UNGM, ([www.ungm.org](http://www.ungm.org)) and UNFPA, Sri Lankan website: https://srilanka.unfpa.org/en/.
	2. 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.

## Amendments to Bidding documents

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

## PREPARATION OF BIDS

## Language of the Bid

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

## Bid currency and prices

* 1. All prices shall be in US dollars (USD).
	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 contract.

## Conversion to single currency

* 1. To facilitate evaluation and comparison, the procurement official will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable to USD at the [UN Operational Rate of Exchange (UNORE)](http://treasury.un.org/operationalrates/OperationalRates.aspx) on the last day for submission of Bids.

## Most favored pricing

* 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.

## Validity of Bids

* 1. Bids must remain valid for *60 calendar days depending on the type and complexity of the services to be procured* 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.

## Bidders’ conference

## SUBMISSION OF BIDS

## Documents establishing eligibility and conformity to Bid documents

* 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.
	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.

## Technical Bid

* 1. Documents establishing the eligibility of the Technical Bid:
		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.
		2. Completed Bidder Identification Form; SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM in PDF format.
		3. Completed Bidder Declaration Form; SECTION VI – ANNEX D: BIDDER DECLARATION FORM in PDF format.
		4. Completed Bidder’s Previous Experience; SECTION VI – ANNEX E: BIDDER’S PREVIOUS EXPERIENCE in PDF format.
		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
		6. Supporting documents/information per the Supplier Qualification Requirements; SECTION V: SUPPLIER QUALIFICATION REQUIREMENT
		7. Completed Joint Venture Partner Information Form; SECTION VI – ANNEX G: JOINT VENTURE PARTNER INFORMATION FORM in PDF format.
		8. Copy of last three years of audited financial statements.

## Financial Bid

* 1. Bidders must complete the Price Schedule Form in accordance with 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.
	2. Please consider the following information when completing the Price Schedule Form:
		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.
		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.
		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.
		4. Submit this Financial Bid in a separate envelope/email from the rest of the Technical Bid.

## Partial & Alternative Bids

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

## Submission, sealing, and marking of Bids

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

## Submission of electronic Bids

* + 1. Bidders must enter the following text in the email subject line: UNFPA/LKA/RFP/23/*001*, *Company Name*, and specify “Technical Bid” or “Financial Bid”. Example below:
			1. UNFPA/*LKA*/RFP/*23*/*001* *[Company name]*, Technical Bid
			2. UNFPA/*LKA*/RFP/*23/001 [Company name]*, Financial Bid
			3. Submissions without this text in the subject line may be rejected.
		2. Electronic submissions must be sent only to Lk-procurement@unfpa.org. Bids received at Lk-procurement@unfpa.org mailbox shall not be opened before the scheduled opening date. Sending the Bid to any other email address, including as a carbon copy (cc), will violate confidentiality and result in the invalidation of the Bid.
		3. The total size of the email submission must **not exceed 20 MB**, including e-mail body, attachments, and headers.
		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”.
		5. It is the Bidder’s responsibility to ensure that Bids sent by email are received by the submission deadline. Bidders will receive an auto-reply acknowledging the receipt of each email when it is received by UNFPA’s email system. If you do not receive an auto-reply, inform Geetha Fernando, Programme Associate at: gfernando@unfpa.org.

## Submission of hard copy Bids

* + 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.
		2. Marking of hard copy Bids
			1. The **outer envelope** must be clearly marked with:

UNITED NATIONS POPULATION FUND

*No. 202-204, Baudhaloka Mawatha*

*Colombo - 07*

*Sri Lanka*

UNFPA/*LKA*/RFP/*23*/*001*, *Company Name*

Attention: *Geetha Fernando*

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

**DO NOT OPEN BEFORE *12 September 2023***

* + - 1. 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.
			2. The **inner envelopes** must be clearly marked with:

UNITED NATIONS POPULATION FUND

*No. 202-204, Baudhaloka Mawatha*

*Colombo - 07*

*Sri Lanka*

UNFPA/*LKA*/RFP/*23*/*001*, *Company Name*

Attention: *Geetha Fernando*

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

Submission 1 of 2: UNFPA/*LKA*/RFP/*23*/*001* *[Company name]*, Technical Bid

Submission 2 of 2: UNFPA/*LKA*/RFP/*23*/*001 [Company name]*, Financial Bid

## Deadline for submission of Bid and late Bids

* 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.
	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.

## Modification and withdrawal of Bids

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

## Storage of Bids

* 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.

## BID OPENING AND EVALUATION

## Bid opening

* 1. UNFPA will conduct an internal Bid opening on 19 September, 2023, at 10:00, Colombo Time[[3]](#footnote-3) at the office of No. 202-204, Baudhaloka Mawatha, Colombo – 07, Sri Lanka.
	2. Bids will be opened by an ad-hoc panel consisting of at least two staff members (of which one may be from a different United Nations agency/fund/program) and where at least one individual has no involvement in the subsequent stages of the procurement process. There will be separate Bid openings for Technical and Financial Bids. The Bidders’ names and submitted documents shall be announced and recorded on the Technical Bid opening report.
	3. A Bid opening report will be available for viewing only to Bidders who have submitted a bid or their authorized representatives for a period of thirty days from the date of the opening. Information not included in the Bid opening report will not be provided to Bidders.
	4. Once the Technical evaluation has been completed, the Financial Bids will be opened. During the Financial Bid opening, the Bidders’ names and the prices stated in the Financial Bid shall be announced and recorded on the Financial Bid opening report.
	5. No Bid shall be rejected during Bid opening, except for late Bids. Rejected Bids will be shredded except for any bank securities, which will be returned to the Bidder.

## Clarification of Bids

* 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.

## Preliminary examination of Bids

* 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.
	2. The procurement official will determine the substantial responsiveness of each Bid to the RFP during the preliminary examination.
	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:
		1. Affects in any substantial way the scope, quality, or services specified; or
		2. Limits in any substantial way, inconsistent with the Bidding documents, UNFPA’s rights or the Bidder’s obligations under the contract; or
		3. If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
	4. UNFPA considers material deviations to include, but not be limited to the following:
		1. During preliminary examination of Bids
			1. Absence of Bid form(s), change in the wording or lack of signature on key portions of the Bid form when this is clearly required. Any change in wording that is consistent with the standard format of the Bid form(s) is not a material deviation;
			2. The Bidder indicates in the Bid that they do not accept important contract conditions, i.e. related to Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, General Conditions of Contract and Limitation of Liability;
			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.
			4. Non-eligibility of the Bidder;
			5. Financial information is included in the Technical Bid.
		2. During technical evaluation of Bids and qualification of Bidders:
			1. Bids do not reach the minimum threshold on technical score.
			2. The Bidder does not meet the minimum conditions for qualification.
		3. During Financial evaluation of Bids:
			1. The Bidder does not accept the required price correction in accordance to Section I: Instructions to Bidders, clause 27.1.3
			2. Required price components are missing;
			3. The Bidder offers less quantity than what is required
	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.

## Non-conformities, errors, and omissions

* 1. Provided that a Bid is substantially responsive:
		1. UNFPA may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
		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.
		3. UNFPA shall correct arithmetical errors on the following basis:
			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;
			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.

## Evaluation of Bids

* 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.
	2. The Financial Bid will be opened only for those Bidders, where Technical Bids reach a minimum score of *70% depending on the complexity of the services* and whom have fulfilled the supplier qualifications. The total number of points a Bidder may obtain for Technical and Financial Bids is 100 points.
	3. Information relating to the examination, evaluation, comparison, and post-qualification of Bids and recommendation of contract award shall not be disclosed to Bidders or any other person not officially concerned with such process until the contract award is published.
	4. Any effort by a Bidder to influence UNFPA in the examination, evaluation, comparison, and post-qualification of the Bids or contract award decisions may result in the rejection of its Bid.
	5. Notwithstanding from the time of Bid opening to the time of contract award, if any Bidder wishes to contact UNFPA on any matter related to the Bidding process, it should do so in writing.

## Technical evaluation

* 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:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Criteria** | **[A] Maximum Points** | **[B]****Points attained by the Bidder** | **[C] Weighting %** | **[B] x [C] = [D] Total Points** |
| 1. Proposal and approach to the assignment:

o Technical approach and methodology – 50 pointso Level of understanding of the nature/ objective and scope of the research – 25 pointso Quality of the technical proposal (clarity, compliance with requirements etc.) – 25 points | 100 |  |  35% |  |
| 1. Work plan/time scales given in the proposal and its adequacy to meet the objectives of the study
 | 100 |  |  10% |  |
| 1. Professional experience and expertise of the research team that will be employed to conduct the research (CVs, etc.)

o Team Leader with minimum 5 years’ experience – 35 pointso International Expert minimum 3 years’ experience – 25 pointso Research Coordinator with minimum 2 years’ experience – 20 pointso Researchers with minimum 1 years’ experience – 20 points | 100 |  | 25% |  |
| 1. Specific experience and expertise relevant to similar research and studies, experience of collaboration with any UN agencies
 | 100 |  | 20% |  |
| 1. Company profile, staffing, presentation of the proposal
 | 100 |  | 10% |  |
| GRAND TOTAL ALL CRITERIA | 500 |  | 100% |  |

* 1. Scoring Scale System
		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 |

## Supplier qualification requirements

* 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 contract.

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

* 1. Notwithstanding anything stated above, UNFPA reserves the right to assess the Bidder’s capabilities and capacity to execute the services satisfactorily before deciding on award.
	2. 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.

## Financial evaluation

* 1. The Financial Bid will only be evaluated if the Technical Bid achieves the minimum score asindicated in clause 28.2and 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.
	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 ($) | X 100 (Maximum Score) |
| Bid being Scored ($) |

## Total score

* 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

## AWARD OF CONTRACT AND FINAL CONSIDERATIONS

## Award of Contract

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

## Rejection of Bids and annulments

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

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

* 1. At the time of award of the contract UNFPA reserves the right to vary the quantity of goods and/or services specified in the RFP by up to 20% without any change in hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.
	2. UNFPA reserves the right to negotiate the price with the Bid winner before awarding the contract to ensure that the Financial Bid is competitive on all aspects of the price.
		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.
		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.

## Signing of the Contract

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

## Publication of Contract Award

* 1. UNFPA will publish the following contract award information on United Nations Global Marketplace <http://www.ungm.org>, unless it is deemed to be in the interest of UNFPA no to do so: Purchase Order reference Number, Description of the Goods or Services procured, Beneficiary Country, Supplier Name and Country, Contract amount and the issue date of the contract/purchase order.

## Payment Provisions

* 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.

## Bid protest

* 1. Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of contract may complain to the UNFPA Head of the Business Unit Kunle Adeniyi, Representative at adeniyi@unfpa.org. Should the supplier be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the supplier may contact the Chief of the Procurement Services Branch at procurement@unfpa.org.

## Documents establishing sustainability efforts of the Bidder

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

# SECTION II: TERMS OF REFERENCE (TOR)

**Research on the intersections between gender and hate speech experienced by women, girls, and gender and sexual minorities online and offline**

**INTRODUCTION**

The proliferation of hate speech, further exacerbated during the COVID-19 pandemic, represents an unprecedented challenge for our societies. The United Nation strategy and action plan on Hate speech defines Hate Speech as “any kind of communication in speech, writing or behaviour, that attacks or uses pejorative or discriminatory language with reference to a person or a group on the basis of who they are, in other words, based on their religion, ethnicity, nationality, race, colour, descent, gender or other identity factor.” Although hate speech has always existed, its ever-growing impact fueled by digital communication can be devastating not only for the specific individuals and groups that are targeted, but also for societies at large. It may expose those targeted to discrimination, abuse including violence, but also social and economic exclusion. When left unchecked, expressions of hatred can even harm social cohesion, peace, and development, as it lays the ground for conflicts and tensions, wide scale human rights violations, including atrocity crimes. As part of the UN’s effort to tackle hate speech, the United Nations Population Fund and the UNWOMEN are conducting a gender analysis of hate speech trends, in terms of the identity of instigators, targets/victims, audiences and challengers, and of the impact of the hate speech.

**BACKGROUND**

Sri Lanka has seen the rise of multiple extremist groups in recent years. During its 30-year armed ethnic conflict, nationalist and extremist sentiments grew. After the end of the conﬂict in 2009, religious extremism became more prevalent, with Buddhist extremist groups criticizing Muslim and, to a lesser extent, Christian minority groups in the country. Anti-Muslim violence took place in 2014, 2016, 2018, and 2019. In 2019, the Easter Sunday bombings of multiple churches, hotels, and housing complexes brought greater attention to Muslim extremism in Sri Lanka. The group responsible for the attacks planned and coordinated their attacks via social media apps. It is well documented that digital tools and tactics have helped extremist groups, globally, amplify their messages and recruitment strategy. Following the 2019 Easter Sunday attacks, both governmental and non-governmental sectors increased their attention on the role of digital media in fostering hate speech and violent extremism.

However, when investigating the socio-cultural factors contributing to this phenomenon in Sri Lanka, scholars and policymakers have not sufficiently examined the gender dimensions in online and offline spaces that contribute to this narrative. While there is no doubt that both men and women participate in violent extremism online in Sri Lanka, it is crucial to recognize that their degree of involvement, perceptions, and attitudes towards this phenomenon can largely differ according to traditional gender norms and expectations (UN Women, 2021).

There has also been little research on how pervasive gendered hate speech is both online and offline, and the various connotations it takes. Likewise, its impact on women and girls across multiple aspects of their lives – be it in their engagement in the political, economic, social spheres; their health and wellbeing; and the limitations posed on their rights including reproductive rights – needs to be examined.

Researchers have found that, in Sri Lanka, a culture of casual sexism, misogyny and objectification prevails on Facebook, which is the most widely used social media platform in the country (CPA, 2017). The platforms not only provide easy means to amplify hate and misinformation, but also a potent enabler for revenge porn, surveillance, extortion, discrimination and online sexual abuse and exploitation, particularly targeting women and minorities, including sexual and gender minorities.

The nexus between gender and hate speech in Sri Lanka points to alarming consequences for women’s rights – particularly their reproductive rights, freedom of expression and freedom to live a life free from violence and abuse. A 2016 study by WMC revealed the “extreme and violent messaging on social media, specifically on Facebook by groups and individuals who use/refer to women’s bodies and their ethnic and/or religious identities to assert majoritarian (Sinhala Buddhist) hegemony over ethnic and religious minorities in the country”. In 2018, the anti-Muslim communal violence that occurred in central and eastern parts of the country was fueled by misperceptions over an alleged increase in the Muslim population, alongside false rumours of plans to reduce the Sinhalese population, including by feeding Sinhalese women contraceptives through Muslim-owned eateries. Following the 2019 Easter Sunday attacks, a Muslim doctor was falsely accused of performing sterilization operations on Sinhalese women due to unsubstantiated claims published in a Sinhala daily newspaper. In the aftermath, alongside immediate incidents of violence against the Muslim community, there was a spike in incidents of casual racism against Muslims – with Muslim women often identified and targeted as ‘cultural or identity markers’ based on their choice of dress (niqab/hijab).

Gender-based violence, hate speech and disinformation are being used extensively online and offline to silence or kill women’s expression (UN, 2021). In a number of countries, the online social behaviour of young women and gender non-conforming people, especially those with marginalized identities, is policed, censored and criminalised in some instances. The UN Special Rapporteur on promotion and protection of freedom of opinion and expressions (2021) has reported women journalists, politicians, human rights defenders and feminist activists were particularly targeted with vicious, coordinated online attacks in order to intimidate, silence and drive them off social media platforms and out of public life, undermining human rights, media diversity and inclusive democracy.

Since the outbreak of the COVID-19 pandemic, violence against women and girls has intensified globally. Analysis of social media suggests that the same is true for online misogyny and hate speech directed at women in South and South-East Asia (UN Women, 2020). As COVID-19 lockdowns and other movement restrictions pushed more people online, digital platforms and online spaces have been increasingly used to spread sexist, inaccurate, and dangerous rhetoric about women, inciting hatred, and potentially provoking violence – online and offline.

With the ongoing crisis in Sri Lanka, economic stressors and livelihood losses will continue to increase protection concerns, including gender-based violence (GBV) within affected families, especially women and girls, and negative coping mechanisms (GiHA, 2022). Similar to COVID-19, one can expect a rise in online and offline misogyny, hate speech and violence. Potential impact includes not only the silencing and marginalisation of women in both online and offline spaces, but also reinforcing strict gender norms and views of women as legitimate objects of hostility and/or control, and other forms of gender-based harm.

Importantly, combating hate speech requires monitoring and analyzing it first to fully understand its dynamics, to develop effective responses and mitigate its impact of hate speech.

**RESEARCH OBJECTIVES:**

The overall objective is to understand the occurrence and forms of gendered hate speech, the motivations behind its proliferation, and new trends/undertones it takes. This would inform future programming on this topic.

The study is intended to explore the following questions:

* What are the different forms of gendered hate speech proliferated online in Sri Lanka over the past 4 years and has there been any change in the forms used?
* Who are the main intended targets/recipients and audience of this content? Who is more likely to experience gendered hate speech? To what extent have they been exposed to content that directly targets them? To what extent are they aware of such content being shared?
* What types of content get the most traction and why? How is it shared (which platforms) and with whom?
* Who are the main creators and instigators of this content? What is their stated motivation? Why do they target specific gender groups/minorities?
* Does online hate speech result in offline action/consequences? In what forms?
* To what extent has the proliferation/severity of hate speech increased or decreased over time? Has it changed over time and if so, how? Is this associated with specific key events in the country?
* What interventions have been or currently being implemented to address the issue of gendered hate speech in Sri Lanka? What are the gaps in programming and what actions can be recommended for programming in Sri Lanka to addressed gendered hate speech?

**SCOPE OF WORK**

UNFPA and UN Women are seeking the services of a research institution to undertake an exploratory research study on the intersections between gender and hate speech online and offline and its impact on women, girls, and gender and sexual minorities.

In examining the intersections, the study should focus on those both creating, disseminating, and consuming hate speech content, typically identified as “group thinkers”, “active learners”, and “active contributors” (UN Women, 2021).

It should focus on the nexus with the following non-exhaustive list of associated factors/ characteristics:

* ethnicity
* religion
* geographic location
* age
* sexual orientation and gender identity
* educational background
* political ideology
* economic/income status including employment status
* identity
* type of household
* social media and mainstream media usage and consumption habits
* previous exposure to or experience of violence

**METHODOLOGY:**

The contracted institution is required to propose suitable methodology which should provide quantitative and qualitative information. Given the exploratory nature of the research, innovative approaches may be used for data collection, keeping in mind the constraints posed by social media platforms in relation to user data. To the extent possible, all data should be disaggregated as per the target group, age, sex, and geographic location.

In relation to the digital component of the research, the following platforms would need to be considered at a minimum: Facebook, YouTube, Google, Instagram, TikTok, Telegram and WhatsApp (where or if possible given platform restrictions). Offline/ mainstream media, platforms or forums will need to be proposed by the research partner.

It is recommended that a literature review be completed before finalizing the research methodology.

**ETHICAL SAFETY REQUIREMENTS:**

This study is focused on a sensitive subject that could have an impact on the safety and well-being of the respondent and the interviewers. To ensure that no harm or risks to respondents, the research agency is required to follow internationally established standards for ethical and safety for research on violence.

Ethical clearance from an appropriate research/ethics board or committee may be required.

**TASKS, DELIVERABLES AND TIMELINE:**

**Key tasks:**

* Review existing literature and collected data.
* Develop a detailed methodology note and test research tools for the study.
* Create a tracking system to analyse trends in hate speech.
* Conduct primary and secondary data collection and present preliminary findings, conclusions, and emerging recommendations. Primary data collection should focus on 2019 to date, capturing both the COVID-19 pandemic and the current economic crisis, and cover content in all three languages: Sinhala, Tamil, English. All collected data sets including the tracking system should be submitted to UNFPA and UN Women as electronic files.
* Produce a comprehensive analysis of the data collected through primary and secondary data collection with clear and detailed findings, conclusions and make practical programmatic recommendations to inform programmatic interventions. The report should contain executive summary, introduction, research methodology, data disaggregated by gender, age, location and vulnerable sub-population groups, findings and analysis, conclusion, recommendations, data visualization and bibliography/references. The report should not exceed 40 pages. The International Expert should lead the drafting of the report with the support of other team members.
* Prepare a briefing paper (not exceeding 5 pages) for policy makers and development practitioners based on the study.

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Tasks** | **Deliverables** | **Target delivery date** |
| **Inception** |
| 1. | Develop and finalise a draft Inception Report, including detailed methodology note for the research (inclusive of sampling framework and research tools), workplan, timeline and template for the structure of the report. | Finalized inception report, with revised methodology and incorporating all feedback from UNFPA and UN Women. | 1 week after contract signing. |
| **Data collection**  |
| 2. | Literature review of studies conducted on Sri Lanka, and any other regional/global studies, relevant to the exploratory research.  | Finalised literature review, incorporating all feedback from UNFPA and UN Women. | 2 weeks after inception report is approved.  |
| 3. | Develop, test and finalize the research tools. Create a tracking system to understand ‘trends’ of selected platforms/channels of dissemination or propagation. | Finalized research tools and proposed tracking system, incorporating all feedback from UNFPA and UN Women. | 3 weeks after inception report is approved. |
| 4. | Collect primary data from ongoing and past content covering 2019 to date on gendered hate speech, both online and offline, ensuring data quality assurance. | Brief progress note on data collection and quality assurance. | 4 weeks after research tools are approved. |
| 5. | Data analysis and reporting: analyse data, present initial findings to UNFPA and UN Women and draft report. | Clean data sets, statistical tables, data visualization, and updated tracking system.Powerpoint presentation of key findings and recommendations. Draft report inclusive of literature review, key findings, recommendations, good practices/case studies (if any), bibliography, annexures and data visualization.  | 4 weeks after completion of data collection.  |
| 7. | Revise and submit final report and briefing paper with incorporated comments from UNFPA and UN Women. (minimum 3 rounds of revision) | Final report, incorporating all feedback from UNFPA and UN Women.Briefing paper synthesising key findings and recommendations for policy makers, development partners and stakeholders. | 3 weeks after submission of draft report. |
| 9.  | Facilitate a session presenting key findings and recommendations. | Updated Powerpoint presentation of key findings and recommendations, incorporating all feedback from UNFPA and UN Women. | 1 week after submission final report.  |

**INTELLECTUAL PROPERTY**

The title rights copyrights and all other rights of whatsoever nature in any material produced under the provisions of this contract shall be vested exclusively in UNFPA and UN Women. As such, this includes all data collected and the tracking system created under this assignment.

All information pertaining to this project belonging to UNFPA and UN Women, which the Contractor may come into contact within the performance of his/her, duties under this assignment shall remain the property of UNFPA and UN Women who shall have exclusive rights over their use. Except for purposes of this assignment, the information shall not be disclosed to the public nor used in whatever without written permission of UNFPA and UN Women in line with the national and International Copyright Laws applicable.

 **QUALIFICATIONS OF THE ORGANIZATION:**

* Legally constituted organization with necessary registration.
* Minimum of 7 years of professional experience in the field of statistical and data management, survey research and analysis.
* Substantive experience in conducting research studies of a similar nature, with experience related to gender equality and women’s empowerment is required.
* Previous experience in digital and social media content analysis is required.
* Previous experience related to research on hate speech will be considered an asset.
* Previous experience working with the United Nations and other international organisations is an advantage.

**TEAM COMPOSITION/QUALIFICATIONS**

The team composition is expected to include at least an overall team leader, research coordinator and researchers based in Sri Lanka. The team should include an international expert and skills in statistics and data analysis, social media, software engineering/IT, gender equality and women’s empowerment, as well as fluency in all three languages: Sinhala, Tamil and English.

The overall **Team Leader** should have:

* Master’s degree (or equivalent) in Gender Studies, Human Rights, Social Sciences, International Development Studies, Statistics or a related field relevant for the assignment.
* Minimum of 5 years relevant experience overseeing and conducting research studies/surveys – in particular, developing research methodologies, collection and interpretation of quantitative and qualitative data.
* Expertise and knowledge on issues related to hate speech, technology-facilitated violence, prevention of violent extremism.
* Significant experience in gender analysis and gender mainstreaming in research and/or survey design.
* Significant experience in research methodology design, administering research tools, sampling and data analysis.
* Previous experience working on projects related to issues of women’s empowerment and inclusion.
* Fluency in English and local languages (Sinhala/Tamil) with excellent report writing skills.

The **International expert** should have:

* Master’s degree (or equivalent) in Gender Studies, Human Rights, Social Sciences, International Development Studies, Statistics or a related field relevant for the assignment.
* Minimum of 3 years relevant experience conducting research studies/surveys – in particular, developing research methodologies, collection and interpretation of quantitative and qualitative data.
* Previous experience in undertaking research on Gender and Hate Speech is a must.
* Previous experience in authoring/co-authoring publications in gender issues.
* Work published in peer-reviewed journals is an advantage.
* Significant experience in gender analysis and gender mainstreaming in research and/or survey design.
* Significant experience in research methodology design, administering research tools, sampling and data analysis.
* Previous experience with the UN and other international organization is desirable.
* Fluency in English with excellent report writing skills.

The **research coordinator** should have:

* Bachelor’s Degree in Measurement science, Software Engineering, Social Media Marketing, or related field relevant for the assignment.
* Minimum of 2 years of relevant professional experience conducting and coordinating research studies/surveys.
* Considerable experience in research, quantitative + qualitative analysis, and on gender equality and women’s empowerment.
* Experience in digital content data collection and analysis.
* Proven track record of work in a multi-cultural and multi-disciplinary environment.
* Fluency in English and local languages (Sinhala/Tamil).

**Researchers** should have:

* Bachelor’s degree in Social Sciences, Measurement science, Software Engineering, Social Media Marketing or related areas as relevant for the assignment.
* Minimum 1 year experience in conducting research, administering research tools, sampling and qualitative analysis.
* Background knowledge on social media data collection and analysis would be considered an asset.
* Knowledge on gender equality and women’s empowerment would be an added advantage.
* Fluency in English and local languages (Sinhala and Tamil).

**ROLES AND RESPONSIBILITIES OF THE PARTIES:**

UNFPA and UN Women will provide technical guidance where required and feedback on the deliverables.

The Contractor shall be required to bear all the related costs related to the research study, including administration of research tools, quality assurance, data entry, data cleaning and data processing, and work in collaboration with UNFPA and UN Women where required to successfully achieve the end results.

The Contractor will be responsible for following costs [UNFPA to revise according to their guidelines]:

* Professional fee must be quoted in lumpsum amount per deliverable. The lumpsum amount must be detailed of how the professional fee of each team member is calculated.
* Indirect costs such as printing, stationeries, communications in relation to the scope of work of services must be included in the financial proposal.
* Travel costs for technical team members of Contractors: all envisaged travel costs such as most direct and most economic local travel, travel allowance, terminal expenses etc. must be included in the financial proposal. In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses shall be agreed upon, between UNFPA and Contractor, prior to travel and will be reimbursed upon Contract Amendment.
* Logistics arrangement for enumerator trainings, selection of training venue, meals, accommodation for participants, etc., if any.
* All costs related to survey administration including logistics arrangements for data collection, field visits, interviews, etc.
* Payments to enumerators and research team members, if any.
* All costs related to quality assurance, data entry, data cleaning and data processing.

**COMMUNICATION AND REPORTING OBLIGATIONS:**

The Contractor will report to the Programme Analyst – Population data and ageing at UNFPA Sri Lanka and the Country Focal Point at UN Women Sri Lanka and will work in collaboration with technical staff of both UN agencies. The Contractor may also work closely with the Programme teams at the UNFPA and UN Women Regional Offices for the Asia and Pacific, as and when needed.

The Contractor will be responsible for providing regular reports to UNFPA and UN Women on progress of the assignment and consult any changes that may occur, to adjust the agreed work plan.

Quality assurance will be performed for each of the deliverables. Prior to submission of deliverable to UNFPA, the team leader should perform quality control to ensure that the deliverable meets the required quality standard. The reports will be reviewed by relevant officers from UNFPA and UN Women. The reports will be accepted as final upon approval by the UNFPA Representative, in consultation with UN Women. If the quality is unsatisfactory as deemed by UNFPA, the research partner (research or academic institution) will be required to produce revised versions of the reports.

# SUBMISSION OF APPLICATION

Submission package includes:

* Technical proposal
* Financial proposal: the financial proposal shall specify a lump sum amount breaking down the professional fee for each deliverable, travel and other related costs.
* Updated CVs of the team leader and team members
* Company profile
* Company registration
* 3 reference checks
* Sample reports of previous research studies completed (preferably of a similar nature to this assignment and/or in relation to gender equality and women’s empowerment)
* Sample work of international expert

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

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

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

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

# SECTION III: GENERAL CONDITIONS OF CONTRACT

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| [De Minimis Contracts (Low value Contracts)](http://www.unfpa.org/resources/unfpa-general-conditions-de-minimis-contracts) | For contract/PO values below USD 100,000, covering both goods and/or services | [English](https://www.unfpa.org/sites/default/files/resource-pdf/UNFPA%20General%20Conditions%20-%20De%20Minimis%20Contracts%20EN.pdf) | [French](https://www.unfpa.org/sites/default/files/resource-pdf/UNFPA%20General%20Conditions%20-%20De%20Minimis%20Contracts%20FR_0.pdf) | [Spanish](https://www.unfpa.org/sites/default/files/resource-pdf/UNFPA%20General%20Conditions%20-%20De%20Minimis%20Contracts%20SP_0.pdf) |

# SECTION IV: UNFPA SPECIAL CONDITIONS OF CONTRACT

|  |  |
| --- | --- |
| **CONTRACT RATES** | The rates charged for the services performed shall not be adjustable. |
| **SERVICES DEFINED** | Services are to include design, installation and commissioning, training services, technical assistance and warranty services as required to supply in the contract. |
| **KEY PERFORMANCE INDICATORS** | Successful Bidder’s performance will be monitored and evaluated by UNFPA 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:**Goods:*** Adherence to specifications, including quality and quantity
* Overall communication and responsiveness, e.g.,
	+ 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

**Services:*** Expected output achieved
* Satisfactory level of quality and technical competence
* Effective and timely communication and professionalism. Timely delivery of services based on client requirements
* Effective and timely communication and documents handling
* Adherence to contractual agreement (Purchase Order, contract, terms and conditions)

Key performance indicators may be modified and/or added during the validity of this contract.  |
| **PAYMENT TERMS** | 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. 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.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. |
| **LIQUATED DAMAGES** | In the event of a Contract being issued and in case the Vendor fails to deliver/perform the services in accordance to the milestones stipulated in the Contract and/or Purchase Order, UNFPA reserves the rights to claim liquidated damages from the supplier and deduct 2% of the value of the services pursuant to the Purchase Order/Contract per additional week of delay, up to a maximum of 10% of the value of the Purchase Order. The payment or deduction of such liquidated damages shall not relieve the Supplier from any of its other obligations or liabilities pursuant to any current Contract or Purchase Order. |

# SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS

1. **Legal and regulatory requirements**
	1. 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 Goods, Provision of Goods and Services, Provision of Services]. (For this, use SECTION VI – ANNEX B: BID SUBMISSION FORM)
2. **Legal status of the Bidder**
	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**
	1. Technical Proposals from the Bidders should provide written confirmation that they are not listed in any of the banned/suspended supplier lists. (SECTION VI – ANNEX B: BID SUBMISSION FORM)
* Listed as suspended or removed by the United Nations Procurement Division (UNPD);
* Declared ineligible by other organizations of the United Nations through the disclosure of the ineligibility or listing as suspended on United Nations Global Marketplace Vendor ineligibility list posted on the United Nations Global Market Place (UNGM);
* Included on the [UN 1267 list](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml) 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](http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984) and the [WB Corporate Procurement Listing of Non-Responsible Vendors](http://web.worldbank.org/WBSITE/EXTERNAL/OPPORTUNITIES/EXTCORPPROCUREMENT/0%2C%2CcontentMDK%3A22030810~pagePK%3A64147231~piPK%3A64147158~theSitePK%3A438017%2C00.html).

# 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 G: | Joint Venture Partner Information Form | Choose an item. | PDF |
| Annex H: | Checklist of Bid Forms | Not Applicable | Not Applicable |

# SECTION VI – ANNEX A: BID CONFIRMATION FORM

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

|  |  |  |  |
| --- | --- | --- | --- |
| To: | UNFPA *Sri Lanka* | Date: |  |
|  | *Geetha Fernando* | Email: | *gfernando@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/LKA/RFP/23/001 |

|  |  |
| --- | --- |
| ☐ | YES, we intend to submit a bid in response to the above mentioned RFP. |
| ☐ | 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)

|  |  |
| --- | --- |
| ☐ | YES, even though on this occasion we have not submitted a Bid we are definitely interested in future possible RFP’s. |
| ☐ | No, we are not interested in participating in future possible RFP’s, please remove us from your vendor database. |

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

|  |  |  |  |
| --- | --- | --- | --- |
| Name: |  | E-mail: |  |
| Post Title: |  | Telephone |  |

# SECTION VI – ANNEX B: BID SUBMISSION FORM

Date: [Insert Month, Day, Year]

To: UNFPA

Geetha Fernando

 The undersigned, having read the original RFP documents of UNFPA/LKA/RFP/23/001 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/LKA/RFP/23/001 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 *60 days* from the date fixed for Bid opening in the Request for Proposal, and the Bid shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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

# SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM

UNFPA/LKA/RFP/23/001,

|  |
| --- |
| 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 working with UN organizations  |  |
| Years working with UNFPA |  |
| Subsidiaries (indicate names of subsidiaries and addresses, if relevant to the Bid) |  |
| Commercial Representatives in the country: Name/Address/Phone (for international companies only) |  |

|  |
| --- |
| 1. **Expertise of Staff**
 |
| Total number of staff |  |
| Number of staff involved in similar contracts |  |

|  |
| --- |
| 1. **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: |  |

# SECTION VI – ANNEX D: BIDDER DECLARATION FORM

UNFPA/LKA/RFP/23/001,

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

|  |  |  |  |
| --- | --- | --- | --- |
| 1.  | The Company and its Management[[4]](#footnote-4) have not been found guilty pursuant to a final judgement or a final administrative decision of any of the following: | YES | NO |
|   | 1. Fraud;
 | ☐ | ☐ |
|   | 1. Corruption;
 | ☐ | ☐ |
|   | 1. conduct related to a criminal organization;
 | ☐ | ☐ |
|   | 1. money laundering or terrorist financing;
 | ☐ | ☐ |
|   | 1. terrorist offences or offences linked to terrorist activities;
 | ☐ | ☐ |
|   | 1. sexual exploitation and abuse;
 | ☐ | ☐ |
|   | 1. child labour, forced labour, human trafficking; or
 | ☐ | ☐ |
|   | 1. irregularity (non-compliance with any legal or regulatory requirement applicable to the Organization or its Management).
 | ☐ | ☐ |
| 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.  | ☐ | ☐ |
| 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. | ☐ | ☐ |
| 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. | ☐ | ☐ |
| 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 (*creating a shell company*). | ☐ | ☐ |
| 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) (*being a shell company*). | ☐ | ☐ |

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: |   |
| UNGM Nº: |   |
| Postal Address: |   |
| Email: |   |

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Order No. & Date** | **Description[[5]](#footnote-5)** | **Client** | **Contact person, phone number, email address** | **Date of service** | **Contract Amount** | **Satisfactory completion** |
| **From** | **To** | **(Currency)** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

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

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

|  |  |
| --- | --- |
| Signature and stamp of the Bidder: |  |
| Name and title: |  |
| Name of Company: |  |
| Telephone: |  |
| Email: |  |
| Date: |  |

# SECTION VI – ANNEX F: PRICE SCHEDULE FORM

(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
 |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| *Total Professional Fees* | $$ |
| 1. Out-of-Pocket expenses
 |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| *Total Out of Pocket Expenses* | $$ |
| ***Total Contract Price*** *(Professional Fees + Out of Pocket Expenses)* | $$ |

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

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

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

Date: *[insert date (as month, day, and year) of Bid Submission*]

UNFPA/LKA/RFP/23/001

Page \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_ pages

|  |
| --- |
| 1. Bidder’s Legal Name: *[Insert Bidder’s legal name]* |
| 2. Joint Venture (JV) Party Legal Name: *[Insert JV’s Party legal name]* |
| 3. JV’s party country of registration: *[Insert JV’s Party country of registration]* |
| 4. JV’s party year of registration: *[Insert JV’s Part year of registration]* |
| 5. JV’s party legal address in country of registration: *[Insert JV’s Party legal address in country of registration]* |
| 6. JV’s party authorized representative informationName: *[Insert name of JV’s Party authorized representative]*Address: *[Insert address of JV’s Party authorized representative]*Telephone/Fax numbers: *[Insert telephone/fax numbers of JV’s Party authorized representative]*Email Address: *[Insert email address of JV’s Party authorized representative]* |
| 7. Attached are copies of original documents of:*[Check the box(es) of the attached original documents]*☐ Articles of Incorporation or Registration of firm named in 2, above, in accordance with Section I: Instructions to Bidders clause 2: Eligible Bidders.☐ JV Agreement, or letter of intent to enter into such an agreement, signed by the legally-authorized signatories of all the parties  |

# SECTION VI – ANNEX 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 |  |  |
| *[Delete if not applicable]* Have you completed the Joint Venture Partner Information Form?  | SECTION VI – ANNEX G: JOINT VENTURE PARTNER INFORMATION FORM |  |  |
| Have you reviewed all of the relevant Contract form(s)? | SECTION VII: CONTRACTUAL FORMS |  |  |
| *[Delete if not applicable]* Have you prepared a copy of your company’s registration in the country of operation? | SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS |  |  |
| Have you prepared a copy of the previous year’s audited Company Balance Sheet and Financial Statements? | Section I: Instructions to Bidders, clause  & SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS |  |  |
| Have you provided written confirmation that your company is neither suspended by the United Nations system nor debarred by the World Bank Group? | SECTION VI – ANNEX B: BID SUBMISSION FORM& Section I: Instructions to Bidders clause 2.4 |  |  |
| Have you provided 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 39 |  |  |
| 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 8 MB, refer to Instructions to Bidders clause 20.3.3)  | Section I: Instructions to Bidders, clause 20.3.3 |  |  |
| Have you noted the Bid closing deadline? | Invitation letter Number 4 |  |  |
| Have you provided information on Supplier Qualification Requirements? | SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS &SECTION VI – ANNEX B: BID SUBMISSION FORM |  |  |
| Have you provided evidence that the Bidder has successfully completed at least one similar contract within the last five years for supply of goods/services? | SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS |  |  |
| Have you provided contact details of commercial banks and names of contact persons from whom UNFPA can seek feedback? | SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS |  |  |
| Have you provided sufficient documentation of your company's ability to undertake the services, i.e.,* List of similar contracts/LTAs executed for other clients including contact details.
* Evidence that the Bidder possesses experience in the geographical area.
* At least three years of experience in performing similar contracts/Long Terms Agreements
 | SECTION VI – ANNEX E: BIDDER’S PREVIOUS EXPERIENCE& SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS |  |  |
| Have you provided sufficient documentation of your company’s managerial capability?* Details of company’s managerial structure.
* Quality assurance systems in place.
 | SECTION VI – ANNEX C: BIDDER IDENTIFICATION 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 |  |  |

# SECTION VII: CONTRACTUAL FORMS

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

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

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

CONTRACT FOR DE MINIMIS SERVICES

CONTRACT Nº UNFPA/CCC/PSC/YY/NNN

This Contract is entered into between the United Nations Population Fund, a subsidiary organ of the General Assembly of the United Nations (“UN”) in terms of Article 22 of the UN Charter, with its Headquarters at 605 Third Avenue, New York, NY 10158, USA (the “UNFPA”) and [Name of Contractor], a [Type of entity] organized under the laws of [Country], (the “Contractor”). In consideration of the promises contained in this Contract and subject to the UNFPA General Conditions of Contract: De Minimis Contracts, hereby incorporated into this Contract and attached as Annex A (the “UNFPA General Conditions”), the Parties agree as follows:

## ARTICLE 1

**CONTRACT TERM**

This Contract shall enter into force on the date of the last signature affixed by the Parties (the “Commencement Date”) and shall remain in force for [Number of years] years, starting from the Commencement Date.

## ARTICLE 2

**SERVICES**

The Contractor shall perform services as specified in the Terms of reference (the “TOR”) attached as Annex B and hereby incorporated into this Contract (the “Services”).

## ARTICLE 3

**PAYMENT AND FEE**

* 1. In full consideration for the complete, satisfactory and timely performance of the Services under this Contract, UNFPA shall pay the Contractor the fee of [Insert currency & amount in figures and in words] (the “Fee”).

The Fee will be paid to the Contractor according to the following payment schedule:

|  |  |  |
| --- | --- | --- |
| **PAYMENT DUE DATE** | **PAYMENT AMOUNT** | **BALANCE** |
|  |  |  |
|  |  |  |
|  |  |  |

* 1. UNFPA shall effect payments to the Contractor within thirty (30) days after the UNFPA's receipt and acceptance of the Contractor's invoice and complete set of supporting documentation where applicable. Payment by UNFPA shall be made to the Contractor’s following bank account:

|  |  |
| --- | --- |
| Account name: |  |
| Bank Address: |  |
| Acct Number: |  |
| ABA Number: |  |
| BIC (Swift address): |  |

## ARTICLE 4

**LIABILITY**

The Contractor shall pay UNFPA promptly for all loss, destruction, or damage to the property of UNFPA caused by the Contractor’s personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

## ARTICLE 5

**SPECIAL CONDITIONS**

* 1. The Parties agree that [Insert article] of the UNFPA General Conditions shall be amended to read as follows: [Insert wording of amended article].
	2. The Parties agree (…).]

|  |
| --- |
| *Utilize this wording option if no special conditions apply:* |

* 1. No special conditions shall apply.

## ARTICLE 6

**SECURITY**

* 1. The Contractor shall be fully responsible for the safety and security of its officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “Personnel”) and for the safekeeping of all assets, equipment and supplies in the custody of the Contractor or its Personnel.
	2. The Contractor shall:
		1. Put in place and maintain its own security plan, taking into account the security situation in the country where the Services are being provided;
		2. Assume all risks and liabilities related to the Contractor’s security, assets entrusted to it by UNFPA and the full implementation of its own security plan.
	3. The Contractor and its Personnel are neither subject to, nor obliged to adhere to the United Nations Security Management policies and procedures, except insofar as they relate to the utilization of UNFPA’s assets, equipment and supplies, or as required to perform the Services under this Contract.
	4. UNFPA may lend reasonable assistance, when possible and to the extent feasible, to the Contractor and its Personnel. Any travel or financial assistance provided shall be on a space-available and reimbursable basis.
	5. UNFPA may, at its sole discretion, consent to the inclusion of the Contractor and its Personnel in the UNFPA security plan to the extent that it applies within the country where the Services are being provided on the same terms that are offered to implementing partners of UNFPA. Notwithstanding this provision, the Contractor acknowledges and agrees that the UNFPA shall have no obligation to evacuate the Contractor’s Personnel from the country where the Services are being provided in case of emergency or due to security developments.
	6. Notwithstanding the foregoing, the Contractor acknowledges and agrees that the UNFPA shall not be liable to the Contractor, or its Personnel, in connection with the provision, or failure to provide, any security assistance pursuant to this Article 6.1, or otherwise, and the Contractor shall indemnify, defend, hold and save harmless the UNFPA  and its officials, employees and agents from and against any claim or liability of any nature arising in respect of any safety or security related incident, including without limitation, the death, injury or illness of any personnel, or the loss, damage, destruction, sabotage or theft of any assets, equipment or supplies in the custody of the Contractor or its Personnel. The foregoing indemnity is without prejudice to any other indemnity provided by the Contractor, or any other rights or remedies of the UNFPA, under this Contract.
	7. Upon the Contractor’s request, UNFPA may provide security advisory information to the Contractor.

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

|  |  |
| --- | --- |
| **For UNFPA** | **For Contractor** |
|  |  |
| Signature | Signature |
| Name: |  | Name: |  |
| Title |  | Title |  |
| Date: |  | Date: |  |

 *(N.B. Each page of the contract is to be initialed)*

**ANNEX A**

UNFPA GENERAL CONDITIONS OF CONTRACT: DE MINIMIS CONTRACTS – REFER SECTION III PAGE 33 AND CLICK THE SUITABLE LINK

**ANNEX B**

TERMS OF REFERENCE – REFER SECTION II - TERMS OF REFERENCE FROM PAGES 23 TO 31

# SECTION VII – ANNEX B: BANK GUARANTEE FOR ADVANCE PAYMENT

No advance payment shall be requested.

# SECTION VII – ANNEX C: PERFORMANCE SECURITY

No performance security shall be requested.

1. <http://www.timeanddate.com/worldclock/city.html?n=69> [↑](#footnote-ref-1)
2. <http://www.timeanddate.com/worldclock/city.html?n=69> [↑](#footnote-ref-2)
3. <http://www.timeanddate.com/worldclock/city.html?n=69> [↑](#footnote-ref-3)
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. [↑](#footnote-ref-4)
5. Please indicate relevant contracts to the one requested in the RFP. [↑](#footnote-ref-5)