



United Nations Population Fund
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13 May 2011

REQUEST FOR PROPOSAL (RFP)
RFP No. UNFPA/UGA/11/005

**RFP TO ORGANIZE A FOOTBALL TOURNAMENT TO MARK THE 2011 WORLD
POPULATION DAY**

1. As part of celebrations to mark the World Population Day 2011, the United Nations Population Fund would like to invite proposals from competent organizations to engage youth and reach communities with key positive messages related to the Day through a football tournament. You are requested to submit your technical and financial proposal to organize this tournament that will target eight districts in northern Uganda, namely, Gulu, Amuru, Nwoya, Kitgum, Lamwo, Pader, Agago, and Oyam.
2. To enable you to submit a bid, please read the following attached documents carefully:
 - Instructions to Bidders Annex I
 - Terms of Reference (ToR) Annex II
 - Bid Submission Form Annex III
 - Bidders Identification Form Annex IV
 - Format of Bidder's Previous Experience and Clients Annex V
 - Technical Bid Annex VI
 - Price Schedule Form Annex VII
 - UNFPA General Terms and Conditions Annex VIII
3. The technical bid containing the technical information shall be submitted separately from the financial bid. **The financial bid must not exceed \$30,000.00 (or equivalent).**
4. Sealed bids shall reach UNFPA's reception or the provided email address below no later than 27 May 2011, at 12.00 noon Kampala time. The bid shall be opened on 27 May 2011, at 12.30 p.m. Kampala time at the office of UNFPA at 12A, Baskerville Avenue, Kololo, Kampala.
5. Bids received after the stipulated date and time shall not be accepted under any circumstances. Bids delivered through courier and post later than date due shall not be registered and shall be returned unopened. Bids submitted to any other email address than procureug@unfpa.org shall be rejected.
6. The award of the bid shall be posted at <http://uganda.unfpa.org>. The successful bidder shall be notified by UNFPA by email.
7. Any questions relating to the attached documents shall be addressed in writing to the following UNFPA personnel **no later than 23 May 2011**: Ms. Mollie Fair, Head of Sub Office, Gulu (email: fair@unfpa.org) for questions related to technical requirements; Mr. Egidius Karuhanga, Admin./Finance Associate (email: Karuhanga@unfpa.org) for questions related to bidding exercise.

Please do not submit your bid to these contacts; in that case, your bid will be disqualified.

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

Yours sincerely,
Egidius Karuhanga

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UNITED NATIONS POPULATION FUND

REQUEST FOR PROPOSALS

RFP NO.: UNFPA/UGA/11/005

**Bid Document for Proposals to Organize the Northern Uganda Football Tournament to Mark
the World Population Day 2011**

13 May 2011

ANNEX I: INSTRUCTIONS TO OFFERORS

A. Introduction

1. General

The United Nations Population Fund (UNFPA) is hereby undertaking a solicitation of bid proposals from bidders who have the technical capacity and are interested in organizing a football tournament in eight districts in northern Uganda, namely, Gulu, Amuru, Nwoya, Kitgum, Lamwo, Pader, Agago, and Oyam. The finals of the tournament will be held in Gulu. The tournament, which will involve both women's and men's football clubs from the 8 districts, is to be used as a means of engaging the youth and reach communities with key messages related to the 2011 World Population Day so as to raise their awareness and positively change their attitudes around population, gender and reproductive health issues.

The contractor shall provide qualified personnel with proven experience in engaging youth to impart knowledge that support positive attitudes and behavior change through recreational activities. The personnel should be knowledgeable and have experience and expertise in using tools and resources for social and behavior change communication with youth on RH and gender issues. As detailed in the terms of reference in Annex II, the contractor will organize the tournament in the 8 district, develop the relevant messages with support from UNFPA technical officers, and conduct training of tournament officials and media people to disseminate the messages during the tournament.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, UNFPA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNFPA entity in writing at the organisation's mailing address indicated in the RFP. The procuring UNFPA entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNFPA entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNFPA entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNFPA entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule as per forms attached at Annex IV, the prices of services it proposes to supply under the contract. The Offeror shall enclose the price schedule in the financial proposal.

If selected, the Offeror shall abide to the rates offered in his financial proposal for the whole duration of the contract.

8. Proposal currencies

All prices shall be quoted in Uganda Shillings.

9. Period of validity of proposals

Proposals shall remain valid for (90) days after the date of Proposal submission prescribed by the procuring UNFPA entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNFPA entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNFPA entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

10. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

D. Submission of Proposals

11. Documents comprising the proposal

The documentary evidence of conformity of the goods and services to the bidding documents may include the following documentation, to be completed and returned in the electronic formats specified by email, on CD or flash drive (memory stick).

Failure to furnish all the information required for submission of a bid which 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. NOT CLEAR

A bid shall consist of two parts: the technical and the financial bid. The technical bid containing the technical specifications for products/services and the financial bid containing price information shall be submitted separately in two different envelopes.

11.1 Technical Bid

For UNFPA's acceptance of the bid, the bidder should furnish documentary evidence of:

- a. Completed and signed Bid Submission Form (according to Annex III, word document)
- b. Bidders Identification Form (according to Annex IV, word document)
- c. Bidder's previous experience and clients (according to Annex V, word document)
- d. Technical bid, including documentation to demonstrate that the bidder meets all requirements. The technical bid should be concisely presented and structured to include but not necessarily be limited to the information listed in Annex VI.

11.2 Financial Bid

Please complete the Price Schedule Form (Annex VII in Excel format). Your separate financial bid must contain a quotation in a single currency, itemizing all services to be provided.

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

- The Price Schedule must provide a detailed cost breakdown, as shown in Annex VII. Provide separate figures for each of the steps for each item.
- 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 breakdown into itemized prices.
- UNFPA anticipates awarding the project on a fixed price basis. In order to complete an analysis of the proposed prices, firms are required to submit itemized pricing that identifies the staff who will work on the project, their billing rate as well as the number of hours proposed for the project. Anticipated out of pocket expenses should be detailed as well.
- All prices/rates quoted must be exclusive of all taxes, since UNFPA is exempt from taxes.
- Submit this financial bid in a separate envelope from the rest of the RFP technical bid.

11.3 Submission of and sealing of proposals

Technical and Financial proposals should be submitted electronically by email and/or as hard copy as follows:

Submission by Email

Technical and Financial proposals must be submitted separately to the email address procureug@unfpa.org only.

The email submitting the Technical and Financial proposals should bear the following subject respectively:

- Technical Proposal for Organizing Football Tournament to Mark WPD 2011 (Submission 1 of 2)
- Financial Proposal for Organizing Football Tournament to Mark WPD 2011 (Submission 2 of 2)

Hardcopy Submission

Hardcopies of the technical and financial bid should be submitted in two different envelopes clearly marked as “original” and the other marked as “copy”. In the event of a discrepancy between them, the original shall govern

The **Outer Envelope** must be clearly marked with the following information:

*UNITED NATIONS POPULATION FUND (UNFPA)
Plot 12A, Baskerville Avenue, Kololo, Kampala*

RFP UNFPA/UGA/11/004
Attention: Egidius Karuhanga, Admin./Finance Associate
“OPEN BY AUTHORISED UNFPA PERSONNEL”

The **Inner Envelopes** must be clearly marked with the following information:

*UNITED NATIONS POPULATION FUND (UNFPA)
Plot 12A, Baskerville Avenue, Kololo, Kampala*

Submission 1 of 2: RFP UNFPA/UGA/11/004, Company name,
Technical Bid

*UNITED NATIONS POPULATION FUND (UNFPA)
Plot 12A, Baskerville Avenue, Kololo, Kampala*

Submission 2 of 2: RFP UNFPA/UGA/11/004, Company name
Financial Bid

If the outer envelope is not securely closed and marked as required, UNFPA shall assume no responsibility for the bid’s misplacement or premature opening.

12. Deadline for submission of proposals

Proposals must be received by the procuring UNFPA entity at the address specified under clause Sealing and marking of Proposals no later than 12.00 noon Kampala local time, on Friday 27 May 2011.

The procuring UNFPA entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause Amendments of Solicitation Documents, in which case all rights and obligations of the procuring UNFPA entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

13. Late Proposals

Any Proposal received by the procuring UNFPA entity after the deadline for submission of proposals, pursuant to clause Deadline for the submission of proposals, will be rejected.

14. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNFPA entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

15. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the Local Procurement Committee.

16. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

17. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

18. Evaluation and comparison of proposals

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The financial bid will be opened

only for those bidders, whose technical bids reach 70 points, meeting the requirements for the RFP. The total number of points which a bidder may obtain for technical and financial bids is **100 points**.

18.1. Technical Evaluation

The technical bid is evaluated on the basis of its responsiveness to the Terms of Reference shown in Annex II and the evaluation criteria. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The following is the Technical Proposal Evaluation Forms:

Technical Proposal Evaluation: Form 1: Expertise of firm / organisation submitting proposal

SN	Criterion	Maximum Points Obtainable
1.1	Reputation of Organisation (Competence / Reliability)	05
1.2	General Organizational Capability which is likely to affect the services implementation; Constitution, or Organogram	10
1.3	Relevance of the organizations: <ul style="list-style-type: none"> • Specialized Knowledge and skills • Experience and References for Similar Contracts / Projects • Experience on Projects in the northern Uganda • Work for UN/ major multilateral/ or bilateral programmes 	10
1.4	Quality Assurance procedures	05
Total		30

Technical Proposal Evaluation Form 2: Proposed Work Plan and Approach

SN	Criterion	Maximum Points Obtainable
2.1	To what degree does the Offeror understand the requested tasks? (include a description of how you propose to undertake the assignment)	05
2.2	Completeness of Proposal. Have the important aspects of the task been addressed in sufficient detail?	10
2.3	Is the scope of tasks well defined and does it correspond to the TOR?	15
2.4	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	10
Total		40

Technical Proposal Evaluation Form 3: Proposed Personnel

SN	Criterion	Maximum Points Obtainable
3.1	Task Manager: general qualification, training, experience in organising and managing similar assignments (submit CV of max 3 pages describing relevant experience to undertake the tasks)	15
2.2	Proposed Team Structure: The composition of the team which will work on this assignment and the work tasks (including supervisory) which would be assigned to each. Clearly specify division of labour among the team and reporting to UNFPA. (submit CV of max 3 pages for each proposed individual describing relevant experience to undertake the assigned tasks in the work plan)	15
Total		30

Any Technical Proposal falling below 70 points will be not considered for next level of evaluation, and their financial proposal will be disregarded.

18.2 Financial Proposal

The financial score for the financial proposal will be calculated in the following manner:

$$Sf = 100 \times Fm/F,$$

in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

18.3 Total Score

The technical score attained at by each proposal will be used in determining the Total score as follows: The weights given to the technical and financial proposals are:

$$T= 0.7, F=0.3$$

The Total score will be calculated by formula:

$$TS = St \times 0.7 + Sf \times 0.3$$

In which:

TS - is the total combined score of the proposal under consideration.

St - is technical score of the proposal under consideration.

Sf - is financial score of the proposal under consideration.

The bidder whose proposal will receive the highest total score (TS) will be the successful bidder.

F. Award of Contract

19. Award of Contract

UNFPA shall award the contract to the bidder who obtains the highest combined score of the technical and price evaluation.

20. Rejection of Bids and Annulments

UNFPA reserves the right to reject any bid if the bidder has previously failed to perform properly or complete on time in accordance with contracts or if the bidder from UNFPA's perspective is not in a position to perform the contract.

A bid that is rejected by UNFPA may not be made responsive by the bidder by correction of the non-conformity. A responsive bid is defined as one that conforms to all the terms and conditions of the UNFPA's solicitation documents without material deviations. UNFPA shall determine the responsiveness of each bid with the UNFPA's bid solicitation documents.

UNFPA reserves the right to annul the solicitation process 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 on the grounds for the buyer's action.

The bidders waive all rights to appeal against the decision made by UNFPA.

21. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

22. Signing of the contract

Within 10 days of receipt of the contract, the successful Offeror shall sign and date the contract and return it to the UNFPA office. Any resulting contract will be non-exclusive. UNFPA reserves the right to contract any other custom clearance / freight forwarding agency, as it may seem prudent.

23. Payment Provisions

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. UNFPA's policy is not to grant advance payments except in unusual situations where the potential contractor, whether a private firm, NGO 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.

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.

ANNEX II: TERMS OF REFERENCE (TORs)

Northern Uganda Football Tournament to Mark the World Population Day 2011

Counting on Each Other

1. Background

Uganda is one of the world's fastest growing countries, and the majority of the population is young people. Energetic and open to the possibilities afforded by new technologies, young people are having a transformative impact on politics and culture and are the parents and teachers of the next generation. Unfortunately, in northern Uganda youth are at times considered to be "dry kindling" for future conflict given traumas suffered, limited education and employment opportunities, and poor service delivery and access. Regional indicators show high fertility rates, poor reproductive health indicators and limited education and employment opportunities. The young people are particularly vulnerable to the consequences of unsafe sex, including: early pregnancy, unsafe abortion and transmission of STI/HIV. In fact, UDHS 2006 reported that 43% of young women aged 15 to 19 years from the northern Uganda have already given birth to their first child compared to 25% nationally; research shows that girls in this age group are twice as likely to die from childbirth as mothers over 19 years old (WHO Safe Motherhood). One in every four Ugandan women aged 15-49 (24%) report that their first sexual intercourse was forced against their will and 39% of the women between 15- 29 years report having experienced GBV. GBV is a pervasive human rights violation and a major impediment to achieving gender equality.

The focus of this year's World Population Day is "Counting on Each Other." As the world's population reaches 7 billion, we need to recognize that the health of the planet and its population, and the consolidation of the peace gains depend on the choices and decisions we make now. The UNFPA Uganda Country Office would like to utilize a football tournament to engage young people and reach communities with key positive messages related to the 2011 World Population Day. The tournament will involve both women's and men's football clubs from 8 districts in Northern Uganda: Agago, Amuru, Gulu, Kitgum, Lamwo, Nwoya, Oyam, Pader.

The benefits of engaging young men and young women in recreational activities are well documented. Sports can be a powerful medium to engage men and boys with campaign activities and messages related to gender equity and health promotion. The same applies to young women while also providing them with the opportunity to build self-confidence and push the limits of gender norms that frequently leave them limited time and opportunities for sports and recreation.

2. Objectives

The objectives of the Assignment are to organize a football tournament to:

- (1) Target young men and women football players with information and opportunities to discuss "Counting on each other" as applicable to reproductive health, gender and participation
- (2) Work together with coaches to develop their capacities to serve as a resource for team and community members and raise their awareness of resources available in their communities to support youth (RH service providers, youth centres, GBV service providers, etc)
- (3) Improve community awareness of RH, gender and population issues to empower them to make informed decisions about their sexuality and other important choices about their lives
- (4) Provide positive recreational activities for youth
- (5) Engage support of partners (CBOs, NGOs, and other UN agencies) to commemorate World Population Day 2011

3. Scope of the assignment:

The contractor shall organize and manage a football tournament for women's and men's football clubs from 8 districts in Northern Uganda, namely, Agago, Amuru, Gulu, Kitgum, Lamwo, Nwoya, Oyam, and Pader. The tournament will be structured as follows:

The tournament begins with district level competitions and finish with a regional tournament. This proposed arrangement will ensure a high-quality high-profile final tournament at a regional level to engage a large captive audience for awareness building and collective learning. The final match will be held at Pece Stadium in Gulu District.

The successful Contractor shall undertake the following tasks and activities:

June 1- July 5, 2011

Organize competitions and capacity building at the District level:

- capacity building of coaches; team dialogues; and first round of tournament
- mobilize 4 women's teams and 4 men's teams from each district will be targeted (ideally from at least 2 different sub-counties)
- Capacity building for coaches including mapping of resources/partners in community
- 4 team dialogues (per team) on key SBCC topics (should aim for 1 session per week for each team- the final session should be each team making their declaration and action plan for how to implement changes they want to "count on seeing in each other")
- district level single elimination women's and men's tournament (total of 8 matches per district (4 men/4 women))

District Round 1: Team 1 Vs Team 2; Team 3 Vs Team 4

District Round 2: Winners, Losers

- T-shirts provided to participating teams
- drama/videos/dialogue activities at half-time to engage all spectators
- banners for district level tournaments produced

July 1- 11th Radio Campaign

- training for announcers who will be announcing the matches; UNFPA communications to support development of training session
- spot messages aired in Gulu, Pader, Kigtum (will reach other districts) on key messages
- live broadcast of semi-finals and finals games from Gulu (1 station)

July 7-10th

Regional level→ Final tournament: Gulu District shall host the regional Competition, bringing together 1 women's team and 1 men's team from each of the 8 districts

- single elimination regional tournament (14 matches (7 men, 7 women))
- uniforms and trophies for winning teams

- video for half-time
- sharing of team action plans (output of team dialogues) by team captains
- tents, chairs hired
- supply boda-bodas with T-shirts and stickers to inform people about the tournament
- mobilization of partner organizations to provide services, materials (condoms, RH information, blood donation, HCT, etc) also can invite UTODA (trailer drivers)

4. Anticipated result of the services:

- Dependability – strict adherence to contracted obligations;
- Job knowledge – professional and technical expertise;
- Quality of work - High quality of work;
- Cooperation – integration with all levels of staff;
- Inter-personal – responsiveness and recognition of cultural diversity;
- Judgment - highest form of integrity

5. Reports:

The Contractor is expected to submit reports at different stages of the matches and a final report within two weeks after the final match.

6. Duration.

The successful Contractor shall be contracted for the provision of the above services as provided in the Terms Of Reference.

7. Qualifications.

Staff should be well experienced in organizing and managing football tournaments.

ANNEX III: PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide professional, high quality, efficient and well managed football tournament in the buildup activities to the UNFPA World Population Day 2011, for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the date fixed for opening of proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day/month of year

Signature

Name

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

ANNEX IV: BIDDERS IDENTIFICATION FORM

RFP UNFPA/UGA/11/005

1. Company/Institution Name: _____

2. Address, Country: _____

3. Telephone: _____ Fax _____ Website _____

4. Date of establishment: _____

5. Name of Legal Representative: _____

6. Contact Person: _____ Email: _____

7. Type of Company: Natural Person Co.Ltd. Other _____

8. Organizational Type: Manufacturer Wholesaler Trader Other: _____

9. Number of Staff: _____

10. Years supplying to UN organizations: _____ and to UNFPA: _____

11. Subsidiaries in the region:

Indicate name of subsidiaries and address

a) _____

b) _____

c) _____

12. Commercial representative in the country (for international companies only)

Name: _____

Address: _____

Telephone: _____ Fax: _____

ANNEX V: FORMAT FOR PRESENTING THE BIDDERS PREVIOUS EXPERIENCE AND CLIENTS

No.	Description (1)	Client	Contact person, phone number, email address	Date of service		Contract Amount
				From	To	(Currency)

(1) Bidder shall indicate the description of products, services or works provided to the previous clients. Please indicate relevant contracts to the one requested

ANNEX VI: 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 listed below.

1. Description of the firm and the firm's qualifications: A brief description of your firm/institution and an outline of recent experience on projects of a similar nature, including experience in the country and language concerned. You should also provide 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 such as audited financial statements.
2. Understanding of the requirements for services, 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-days in each specialization that you consider necessary to carry out all work required.
4. Proposed Team Structure: The composition of the team which you would propose to provide in the country of assignment and/or at the home office, and the work tasks (including supervisory) which would be assigned to each. An organogram illustrating the reporting lines, together with a description of such organization of the team structure should support your bid.
5. Proposed Project Team Members: Please attach the curriculum vitae of the senior professional member of the team and key members of the proposed team.

ANNEX VII: PRICE SCHEDULE FORM

(Please provide a breakdown of costs in an excel sheet format. Please note that the total bid price must be less than \$30,000.00)

ANNEX VIII: UNFPA GENERAL TERMS AND CONDITIONS FOR CONTRACTS

Contracts for the provision of goods and/or services

1. LEGAL STATUS OF THE PARTIES:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Population Fund (herein after, UNFPA). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNFPA.

2. SOURCE OF INSTRUCTIONS:

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

3. RESPONSIBILITY FOR EMPLOYEES:

To the extent that the Contract involves the provision of any services to UNFPA by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

3.1 -- The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

3.2 -- At the option of and in the sole discretion of UNFPA:

3.2.1 -- the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UNFPA prior to such personnel's performing any obligations under the Contract;

3.2.2 -- any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNFPA prior to such personnel's performing any obligations under the Contract; and,

3.2.3 -- in cases in which, pursuant to Article 3.2.1 or 3.2.2, above, UNFPA has reviewed the qualifications of such Contractor's personnel, UNFPA may reasonably refuse to accept any such personnel.

3.3 -- Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

3.3.1 -- UNFPA may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

3.3.2 -- Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNFPA, which shall not be unreasonably withheld.

3.3.3 -- The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

3.3.4 -- All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

3.3.5 -- Any request by UNFPA for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNFPA shall not bear any liability in respect of such withdrawn or replaced personnel.

3.3.6 -- If a request for the withdrawal or replacement of the Contractor's personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNFPA officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal

or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

3.4 -- Nothing in Articles 3.2 and 3.3, above, shall be construed to create any obligations on the part of UNFPA with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

4. ASSIGNMENT:

4.1 -- Except as provided in Article 4.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UNFPA. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNFPA. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNFPA. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNFPA.

4.2 -- The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations provided that:

4.2.1 -- such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and,

4.2.2 -- such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; and,

4.2.3 -- the Contractor promptly notifies UNFPA about such assignment or transfer at the earliest opportunity and,

4.2.4 -- the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNFPA following the assignment or transfer.

5. SUBCONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNFPA for all sub-contractors. The approval of UNFPA of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT:

6.1 -- The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of UNFPA. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.

6.2 -- GIFTS AND HOSPITALITY: UNFPA has a "zero tolerance" policy and does not accept any type of gift or any offer of hospitality beyond that of a representational nature. UNFPA shall not accept any recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners. UNFPA expects its Contractors not to offer any benefit such as free goods or services or a work position or sales opportunity to a UNFPA staff member or a former UNFPA staff member in order to facilitate the suppliers business with UNFPA.

6.3 -- CONFLICT OF INTERESTS: Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or its partner, agent or servant, in relation to the obtaining or to the execution of this or any other contract with the Buyer shall, in addition to any criminal liability, which it may incur, subject the Contractor to cancel this and all other contracts and also to pay for any loss or damage resulting from any such cancellation. The Buyer shall then be entitled to deduct the amount so payable from any money otherwise due to the Contractor under this or any other contract payable under this clause shall be referred to arbitration.

7. PURCHASE OF GOODS

To the extent that the Contract involves any purchase of goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to any purchases of goods under the Contract:

7.1 -- DELIVERY OF GOODS: The Contractor shall hand over or make available the goods, and UNFPA shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. The Contractor shall provide to UNFPA such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to UNFPA in accordance with the terms of the Contract. Delivery of the goods shall not be deemed in itself as constituting acceptance of the goods by UNFPA.

7.2 -- INSPECTION OF THE GOODS: If the Contract provides that the goods may be inspected prior to delivery, the Contractor shall notify UNFPA when the goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNFPA or its designated inspection agents may also inspect the goods upon delivery in order to confirm that the goods conform to applicable specifications or other requirements of the Contract.

7.3 -- PACKAGING OF THE GOODS: The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the shipping instructions attached to the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the goods.

7.4 -- TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNFPA receives all necessary transport documents in a timely manner so as to enable UNFPA to take delivery of the goods in accordance with the requirements of the Contract.

7.5 -- WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNFPA stated in or arising under the Contract, the Contractor warrants and represents that:

7.5.1 -- The goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

7.5.2 -- If the Contractor is not the original manufacturer of the goods, the Contractor shall provide UNFPA with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;

7.5.3 -- The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

7.5.4 -- The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

7.5.5 -- The goods are new and unused;

7.5.6 -- All warranties will remain fully valid following any delivery of the goods and for a period of not less than one (1) year following acceptance of the goods by UNFPA in accordance with the Contract;

7.5.7 -- During any period in which the Contractor's warranties are effective, upon notice by UNFPA that the goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse UNFPA for the purchase price paid for the defective goods; and,

7.5.8 -- The Contractor shall remain responsive to the needs of UNFPA for any services that may be required in connection with any of the Contractor's warranties under the Contract.

7.6 -- ACCEPTANCE OF THE GOODS: Under no circumstances shall UNFPA be required to accept any goods that do not conform to the specifications or requirements of the Contract. UNFPA may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNFPA be obligated to accept any goods unless and until UNFPA has had a reasonable opportunity to inspect the goods following delivery. If the Contract specifies that UNFPA shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until UNFPA in fact provides such written acceptance. In no case shall payment by UNFPA in and of itself constitute acceptance of the goods.

7.7 -- REJECTION OF THE GOODS: Notwithstanding any other rights of, or remedies available to UNFPA under the Contract, in case any of the goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNFPA, at its sole option, may reject or refuse to accept the goods, and within thirty (30) days following receipt of notice from UNFPA of such rejection or refusal to accept the goods, the Contractor shall, in sole option of UNFPA:

7.7.1-- provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by UNFPA; or,

7.7.2 -- repair the goods in a manner that would enable the goods to conform to the specifications or other requirements of the Contract; or,

7.7.3 -- replace the goods with goods of equal or better quality; and,

7.7.4 -- pay all costs relating to the repair or return of the defective goods as well as the costs relating to the storage of any such defective goods and for the delivery of any replacement goods to UNFPA.

In the event that UNFPA elects to return any of the goods for the reasons specified in Article 7.7, above, UNFPA may procure the goods from another source. In addition to any other rights or remedies available to UNFPA under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, inter alia, the costs of engaging in such procurement, and UNFPA shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the goods for the Contractor's account.

7.8 -- TITLE: The Contractor warrants and represents that the goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the goods shall pass from the Contractor to UNFPA upon delivery of the goods and their acceptance by UNFPA in accordance with the requirements of the Contract.

7.9 -- EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNFPA under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNFPA, UNFPA shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNFPA to enable UNFPA to take appropriate measures to resolve the matter.

8. ACKNOWLEDGEMENT COPY

8.1 -- The Supplier shall acknowledge receipt and acceptance of UNFPA Purchase Order by:

a. Acknowledgement of receipt of Purchase Order by the Vendor's signing and returning an acknowledgement copy of it to UNFPA buyer (via email, fax or letter) or by timely delivery of the goods as herein specified.

b. When applicable, entering Estimated Time of Departure (ETD) and Estimated Time of Arrival (ETA) into the Order Tracking System Website: <http://shipping.unfpa.dk/supots>

8.2 -- Acceptance of this purchase order shall affect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this purchase order, including the general conditions, and agreed attachments, if any (hereinafter collectively referred to as "this contract"). No additional or inconsistent provisions by the Vendor shall bind UNFPA unless agreed to in writing by a duly authorized official of UNFPA.

9. PAYMENT

9.1 -- In the case of goods to be delivered to UNFPA in New York, it shall make payment within thirty (30) days of receipt of (a) the goods and (b) the invoice and other documents specified in this Contract, whichever (a) or (b) is the later.

9.2 -- In the case of goods to be delivered elsewhere, UNFPA shall, unless otherwise specified in this Contract, make payment within thirty (30) days of receipt of (a) the Vendor's invoice for the goods and (b) copies of the customary shipping documents and other documents specified in the Contract, whichever (a) or (b) is later.

9.3 -- Unless otherwise authorized by UNFPA, a separate invoice must be submitted in respect of each shipment under this Contract and such Invoice must bear the UNFPA Purchase Order Number in an easily visible place.

9.4 -- UNFPA shall not pay any charges for late payments unless expressly agreed to in writing.

9.5 -- No advance payment shall be made.

10. NOTICE OF DELAY

Shall the Contractor encounter delay in the performance of the contract which may be excusable under unavoidable circumstances, the contractor shall notify UNFPA in writing about the causes of any such delays within two (2) weeks from the beginning of the delay.

As soon as practical after receipt of the Contractor's notice of delay, UNFPA shall ascertain the facts and extent of delay, and extend time for performance when in its judgment the facts justify such an extension. UNFPA's findings thereon shall be final and conclusive subject only to the Contractor's right of appeal under the arbitration clause of the contract.

11. LIQUIDATED DAMAGES

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

- a. Procure all or part of the goods from other sources, and in that event UNFPA may hold the Vendor responsible for any excess cost occasioned thereby. In exercising such rights UNFPA shall mitigate its damages in good faith;
- b. Refuse to accept delivery of all or parts of the services
- c. Terminate the Purchase Order or Long Term Agreement;
- d. For late delivery of goods or for items which do not meet the agreed specifications and are therefore rejected by UNFPA, UNFPA can claim liquidated damages from the Vendor and deduct 0.5% of the value of the goods pursuant to the Purchase Order per additional day of delay, up to a maximum of 10% of the value of the Purchase Order. The payment or deduction of such liquidated damages shall not relieve the Vendor from any of its other obligations or liabilities pursuant to any current Long Term Agreement or Purchase Order.

12. INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNFPA, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

13. INSURANCE AND LIABILITY:

13.1 -- The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

13.2 -- The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

13.3 -- The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

13.4 -- Except for the workmen's compensation insurance, the insurance policies under this Article shall:

13.4.1 -- Name UNFPA as additional insured;

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

13.4.3 -- Provide that UNFPA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

13.5 -- The Contractor shall, upon request, provide UNFPA with satisfactory evidence of the insurance required under this Article 13.

14. ENCUMBRANCES AND LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNFPA against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNFPA.

15. EQUIPMENT FURNISHED BY UNFPA TO THE CONTRACTOR:

Title to any equipment and supplies that may be furnished by UNFPA to the Contractor for the performance of any obligations under the Contract shall rest with UNFPA, and any such equipment shall be returned to UNFPA at the conclusion of the Contract or when no longer needed by the

Contractor. Such equipment, when returned to UNFPA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNFPA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS.

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

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

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

16.4 -- Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNFPA, shall be made available for use or inspection by UNFPA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNFPA authorized officials on completion of work under the Contract.

17. PUBLICITY AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNFPA AND/OR THE UNITED NATIONS.

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNFPA and/or the United Nations, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNFPA and/or the United Nations, or any abbreviation of the name of UNFPA and/or the United Nations in connection with its business or otherwise without the written permission of UNFPA.

18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION.

18.1 -- All documents, correspondences, decisions and orders concerning the contract shall be considered as confidential and restricted in nature by the Contractor and he/she shall not divulge or allow access to them by any unauthorized person.

18.2 -- The Contractor may not communicate at any time to any other person, Government or authority external to UNFPA, any information known to it by reason of its association with UNFPA which has not been made public except with the authorization of UNFPA nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

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

19.2 -- If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, UNFPA shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, the UNFPA shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.

19.3 -- Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and

without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas with harsh conditions where UNFPA is engaged in, preparing to engage in, or disengaging from any operations, any delays or failure to perform such obligations arising from or relating to such harsh conditions, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

20. TERMINATION:

20.1 -- Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 23.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

20.2 -- UNFPA reserves the right to terminate without cause this Contract at any time upon forty-five (45) days prior written notice to the Contractor, in which case UNFPA shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

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

20.4 -- Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNFPA may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UNFPA of the occurrence of any of the above events.

20.5 -- The provisions of this Article 20 are without prejudice to any other rights or remedies of UNFPA under the Contract or otherwise.

21. NON-WAIVER OF RIGHTS:

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

22. NON-EXCLUSIVITY:

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

23. SETTLEMENT OF DISPUTES:

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

23.2 -- ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 23.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

24. PRIVILEGES AND IMMUNITIES:

Nothing contained in this or any contract shall be deemed a waiver, expressed or implied, of any immunity from suit, judicial process, confiscation, taxation or other immunity which UNFPA may from time to time enjoy, whether pursuant to the Convention on Privileges and Immunities of the United Nations, or other conventions, laws, orders or decrees of international or national character, or otherwise.

25. TAX EXEMPTION

25.1 -- Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNFPA from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNFPA to determine a mutually acceptable procedure.

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

26. OBSERVANCE OF THE LAW:

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

27. MODIFICATIONS

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNFPA unless provided by an amendment to this Contract signed by the authorized official of UNFPA.

28. AUDITS AND INVESTIGATIONS:

28.1 -- Each invoice paid by UNFPA shall be subject to a post-payment audit by auditors, whether internal or external, of UNFPA, the United Nations or by other authorized and qualified agents of UNFPA or of the United Nations at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNFPA shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNFPA other than in accordance with the terms and conditions of the Contract.

28.2 -- The Contractor acknowledges and agrees that, from time to time, UNFPA and/or the United Nations may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract. The right of UNFPA and/or the United Nations to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNFPA and/or the United Nations access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNFPA and/or by the United Nations hereunder.

29. LIMITATION ON ACTIONS:

29.1 -- Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.

29.2 -- The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

30. CHILD LABOR:

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle

UNFPA and/or the United Nations to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

31. MINES:

The Contractor warrants and represents that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol 11 annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNFPA to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

32. SEXUAL EXPLOITATION:

32.1 -- The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of these provisions shall entitle UNFPA to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

33. ENVIRONMENTAL POLICY

UNFPA expects its Contractors to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Contractors should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.