



Date: 11 August 2022

**REQUEST FOR QUOTATION**  
**RFQ N° UNFPA/LAO/RFQ/22/06**

Dear Sir/Madam,

UNFPA hereby solicits a quotation for the following service:

**“Provision of the services for Strengthening Institutional Capacity of Lao Association of Midwife”**

UNFPA requires the provision of the strengthen the LAM institutional capacity through developing solid action plans and strategies as well as human resource and programme management. Specific objectives are:

- To improve and/or design and initiate implementation of effective management systems, including financial, procurement, administration and human resources management systems.
- To improve capacity of LAM staff on financial, procurement, administration and human resources management.

**I. About UNFPA**

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

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

**II. Service Requirements/Terms of Reference (ToR)**

Hiring Office:	<b>United Nations Populations Fund Lao PDR</b>
Purpose of consultancy:	Strengthen the LAM institutional capacity through developing solid action plans and strategies as well as human resource and programme management. Specific objectives are: <ul style="list-style-type: none"><li>• To improve and/or design and initiate implementation of effective management systems, including financial, procurement, administration and human resources management systems.</li><li>• To improve capacity of LAM staff on financial, procurement, administration and human resources management.</li></ul>
Scope of work: <i>(Description of services, activities, or outputs)</i>	<b>Background</b>  The Lao Association of Midwife (LAM) is a professional association for midwives in Lao PDR. In 2014, LAM was formed with the support of the International Confederation of Midwives (ICM) and the Department of Training and Research (current Department of Health Personnel), Ministry of Health. In January 2015, an initial constitution was drafted and accepted by an initial small working group of midwives. However, since 2015, the role and function of LAM have experienced extremely limited development, and there have still been no regular activities established by the end of 2018.

From 2019–2021, LAM collaborated with the Department of Health Education (now Department of Health Personnel) to provide training and capacity building for midwives across the country through the support of UNFPA as an implementing partner (IP). Recently, the Lao Association of Midwife has officially registered as an independent organization, approved by the Ministry of Home Affairs, under the certificate number 96/MOHA, dated December 27, 2021. The mission of LAM is to:

- Raise the status, maintain the integrity, support and promote the interest of the practice of midwifery and midwives in Lao PDR
- Raise the public profile of midwives and awareness of the value of their role in women's health.
- Promote and maintain a high standard of reproductive health care in Lao PDR.
- Promote and improve continuing education opportunities for members of the association.
- Assist midwives within Lao PDR to develop leadership roles in health matters and health policy.
- Liaise and cooperate with other groups and health care providers in order to influence the development of health policies throughout Lao PDR.

As LAM is newly established and still in its early stages of institutionalization, the association is facing a number of challenges. Finance, procurement, and management systems are not well established. In other words, the LAM finance system, procurement, human resources, and project management remain underdeveloped and therefore should be strengthened.

In this regard, UNFPA aims to provide support to LAM and the relevant staff in order to improve its finance, procurement, and human resources systems. Therefore, UNFPA is seeking the services of an experienced company/individual to assist in improving the capacity of LAM and its relevant staff to effectively manage systems and activities and to be capacitated in handling future donors' funds.

***This scope of work will focus on:***

- 1. Assessing the existing systems and collecting relevant information (e.g. problem, weakness, strengths, etc) and providing recommendations.**
  - Collect all relevant information such as all practical manuals including financial accounting books and bank reconciliation statements, procurement, human resource, administrative, etc.
  - Review all existing financial, procurement, human resource, administrative and operation system and propose improvements; including identification of all necessary policy manuals and guidelines required by LAM such as financial, procurement, human resource, and administrative manuals; Sample accounting books and bank reconciliation statements
- 2. Assessing the capacity of relevant staff and providing trainings**
  - Consulting relevant staff and gather all relevant information for assessing Human Resource capacity;



	<ul style="list-style-type: none"> <li>• Provide both formal training to all relevant staff and informal training such as on the job training for organizational, operational and management structure;</li> <li>• Provide monitoring and supportive supervision during and after initiating management systems</li> </ul> <p><b>3. Develop a detailed plan and schedule of improving the existing systems or design of new systems</b></p> <ul style="list-style-type: none"> <li>• Develop a proposed organizational and management structure for improving the management systems of LAM and</li> <li>• Develop the capacity building plan for relevant staff;</li> <li>• Develop or update various templates for programme management.</li> </ul> <p><b>4. Carry out the tasks based on detailed action plan and its schedule as agreed with LAM and UNFPA such as improving the system, training relevant staff</b></p> <ul style="list-style-type: none"> <li>• Draft all relevant manuals such as financial, procurement, human resource, and administrative manuals; Sample accounting books and bank reconciliation statements are already available for review and further development.</li> <li>• Prepare and submit the monthly and end-of assignment report to LAM and UNFPA in Lao and English ;</li> <li>• Have a monthly meeting to brief or report the progress and result of work to representatives of LAM and UNFPA</li> </ul> <p><b>Expected Output</b></p> <ul style="list-style-type: none"> <li>• Present a detailed action plan and its schedule to the relevant parties;</li> <li>• Vision, Mission, Objectives, Strategies, and Action Plans are updated</li> <li>• Organograms and job descriptions are clearly defined and available.</li> <li>• The financial/accounting, procurement, administration and human resources management systems are in place and implemented; with required SOPs, templates and all forms of accounting books and procurement. Policies and procedures and manuals for finance/account, procurement, administration and human resources are updated and available;</li> <li>• The capacity of LAM relevant staff on financial, procurement, administration and human resources management systems are improved</li> </ul>
Duration and working schedule:	<p>An approximately 4-month period which cover the items below:</p> <ul style="list-style-type: none"> <li>• Sign the contract with the selected contractual service</li> <li>• Discuss on service plan and the detailed schedule</li> <li>• Provide inception report for Action Plan and time frame</li> <li>• The contractual service entity implements the work based on an agreed scope and terms</li> <li>• Monthly report the progress</li> <li>• Final Report</li> </ul>





Place where services are to be delivered:	The contractee will work both onsite (with Lao Association of Midwife) and remotely
Delivery dates and how work will be delivered (e.g. electronic, hard copy etc.):	<p>The selected contractee will provide the following deliverables to the UNFPA country office and Lao Association of Midwife:</p> <ul style="list-style-type: none"> <li>• Assessment report of the current system</li> <li>• Detailed Action Plan for the association based on assessment</li> <li>• Updated/New Policies, procedures, manuals and SOPs for various management systems</li> <li>• Report of organizational and management system and detail TOR for relevant staff</li> <li>• Orientation and trainings held for LAM staffs on the new management system</li> <li>• Monthly and end-of-assignment reports</li> </ul>
Monitoring and progress control, including reporting requirements, periodicity format and deadline:	<p>Performing the above mentioned activities. The company will be evaluated based on the following indicators:</p> <ul style="list-style-type: none"> <li>• Completion of deliverables</li> <li>• Compliance with the established deadlines for submission of deliverables</li> </ul>
Supervisory arrangements:	The contractee will work under the direct supervision of the SRH Programme Coordinator in SRH Unit and the President of LAM
Expected travel:	Not applicable
Required expertise, qualifications and competencies, including language requirements:	<p><b>Selection criteria/qualification:</b></p> <ul style="list-style-type: none"> <li>• Company/Institution in the finance, procurement, human resource, administrative especially finance, procurement, human resource, administrative systems setting up background;</li> <li>• Post-graduate degree with at least 5 years (Key persons) of increasingly responsible professional experience in the area of finance, business administration, management and other related fields.</li> <li>• Experience of setting up finance, procurement, human resource, administrative systems related to health program and project;</li> <li>• Experience in drafting the policies and procedure of finance, procurement, human resource, administrative manual;</li> <li>• Familiar with updated financial software used widely in development organization;</li> <li>• Familiarity with medical and/or reproductive health commodities and equipment Logistical Management Information Systems is an asset;</li> <li>• Experience in providing technical training and support to improve the capacity of NGOs, INGOs, Association and Institution on finance, procurement, human resource, administrative systems is an asset.</li> </ul>



	<ul style="list-style-type: none"> <li>• Experience in system analysis and/or setting up the finance, procurement, human resource, administrative system in the context of project/program and multi-donors</li> <li>• Experienced in the development of finance, procurement, human resource, administrative systems related to multi-donor;</li> <li>• Excellent communication and report writing skills in English</li> <li>• Previous experience with a similar exercise will be an added advantage</li> </ul>
Inputs / services to be provided by UNFPA or implementing partner (e.g support services, office space, equipment), if applicable:	Not applicable
Other relevant information or special conditions, if any:	<p>Payment will be made upon successful completion of the task below:          20% upon delivery of the assessment and presentation to stakeholders.          20% upon implementation plan and relevant reporting          20% upon completed paperwork and relevant reporting          40% upon completion of capacity building plan and final report</p> <p><b>COA: STRENGTHENLAM, LAO07101, FPA90, PU0074</b></p>

### III. Questions

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

Name of contact person at UNFPA:	<i>Souksavanh Saiyabouth</i>
Tel N°:	<i>00856-21-267635</i>
Email address of contact person:	<i><a href="mailto:Saiyabouth@unfpa.org">Saiyabouth@unfpa.org</a></i>

The deadline for submission of questions is **18 August 2022 at 16:00 hrs.** (<https://www.timeanddate.com/worldclock/laos/vientiane>). Questions will be answered in writing and shared with parties as soon as possible after this deadline.

### IV. Eligible Bidders

This Request for Quotation is open to all eligible bidders; to be considered an eligible bidder for this solicitation process you must comply with the following:

- A bidder must be a legally-constituted company that can provide the requested services and have legal capacity to enter into a contract with UNFPA to perform in the country, or through an authorized representative.
- A bidder must not have a conflict of interest regarding the solicitation process or with the TORs / Technical Specifications. Bidders found to have a conflict of interest shall be disqualified.
- At the time of Bid submission, the bidder, including any JV/Consortium members, is not under procurement prohibitions derived from the Compendium of United Nations Security Council



Sanctions Lists and has not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group.

- Bidders must adhere to the UN Supplier Code of Conduct, which may be found by clicking on UN Supplier Code of Conduct.

#### V. Content of quotations

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

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

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

#### VI. Instructions for submission

Proposals should be prepared based on the guidelines set forth in Section III above, along with a properly filled out and signed price quotation form, and are to be sent by email to the contact person indicated below no later than : **25 August 2022 at 17:00 hrs** (<https://www.timeanddate.com/worldclock/laos/vientiane>)<sup>1</sup>.

Name of contact person at UNFPA:	<i>Vongdara Souphanouvong</i>
Email address of contact person:	<a href="mailto:laos.office@unfpa.org">laos.office@unfpa.org</a>

Please note the following guidelines for electronic submissions:

- The following reference must be included in the email subject line: **RFQ N° UNFPA/LAO/RFQ/22/06 – Provision of the services for Strengthening Institutional Capacity of Lao Association of Midwife**. Proposals, including both technical and financial proposals, that do not contain the correct email subject line may be overlooked by the procurement officer and therefore not considered.
- The total email size may not exceed **20 MB (including email body, encoded attachments and headers)**. Where the technical details are in large electronic files, it is recommended that these be sent separately before the deadline.
- Any quotation submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of any quotation by UNFPA. UNFPA is under no obligation to award a contract to any bidder as a result of this RFQ.

#### VII. Overview of Evaluation Process

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

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

#### VIII. Award Criteria

In case of a satisfactory result from the evaluation process, UNFPA intends to award a Purchase Order / Professional Service Contract on a fixed-cost basis to the Bidder(s) that obtain the lowest-priced technically acceptable offer.

<sup>1</sup> <http://www.timeanddate.com/worldclock/city.html?n=69>  
RFQ N° UNFPA/LAO/RFQ/22/06





**IX. Right to Vary Requirements at Time of Award**

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

**X. Payment Terms**

UNFPA payment terms are net 30 days upon receipt of invoice and delivery/acceptance of the milestone deliverables linked to payment as specified in the contract.

**XI. Fraud and Corruption**

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

Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the UNFPA Office of Audit and Investigations Services as well as with any other oversight entity authorized by the Executive Director and with the UNFPA Ethics Advisor as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNFPA to repudiate and terminate the Agreement, and to debar and remove the supplier from UNFPA's list of registered suppliers.

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

**XII. Zero Tolerance**

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

**XIII. RFQ Protest**

Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a contract may submit a complaint to the UNFPA Head of the Business Unit, **Ms. Mariam A. Khan, Representative** at email address: [mkhan@unfpa.org](mailto:mkhan@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, Supply Chain Management Unit at [procurement@unfpa.org](mailto:procurement@unfpa.org).

**XIV. Disclaimer**

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

Vilaykham Lasasimma  
Operations Manager

Date:

09 - AUG - 2022

  
Vilaykham LASASIMMA  
Operations Manager



United Nations Population Fund  
Ban Hatsady, Lane Xang Avenue,  
P.O. Box 345, Vientiane, Lao PDR  
Tel: +856 (0) 21 267 777  
Fax: +856 (0) 21 267 799  
[www.lao.unfpa.org](http://www.lao.unfpa.org)

## PRICE QUOTATION FORM

Name of Bidder:

Date of the quotation:

[Click here to enter a date.](#)

Request for quotation N°:

RFQ N° UNFPA/LAO/RFQ/22/06

Currency of quotation:

LAK

Delivery charges based on the  
following 2020 Incoterm:

[Choose an item.](#)

Validity of quotation:

*(The quotation shall be valid for a period of at least 3 months after the submission deadline.)*

- Quoted rates must be exclusive of all taxes, since UNFPA is exempt from taxes.

Example Price Schedule below:

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

Vendor's Comments:

I hereby certify that the company mentioned above, which I am duly authorized to sign for, has reviewed RFQ N° UNFPA/LAO/RFQ/22/06 including all annexes, amendments to the RFQ document (if applicable) and the responses provided by UNFPA on clarification questions from the prospective service providers. Further, the company accepts the General Conditions of Contract for UNFPA and we will abide by this quotation until it expires.

[Click here to enter a date.](#)

Name and title

Date and place



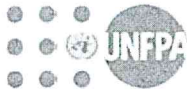


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[www.lao.unfpa.org](http://www.lao.unfpa.org)

**ANNEX I:**  
**General Conditions of Contracts:**  
**De Minimis Contracts**

This Request for Quotation is subject to UNFPA's General Conditions of Contract: De Minimis Contracts, which are available in: English, Spanish and French





## GENERAL CONDITIONS OF CONTRACT

### DE MINIMIS CONTRACTS

1. **LEGAL STATUS OF THE PARTIES:** The Contractor shall be considered as having the legal status of an independent contractor *vis-à-vis* UNFPA. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNFPA.
2. **RESPONSIBILITY FOR EMPLOYEES:** The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.
3. **ASSIGNMENT:** The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNFPA.
4. **SUBCONTRACTING:** In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNFPA for all sub-contractors. The approval of UNFPA of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.
5. **INDEMNIFICATION:** The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNFPA, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, *inter alia*, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.
6. **INSURANCE AND LIABILITY:**
  - 6.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
  - 6.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
  - 6.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
  - 6.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
    - 6.4.1 Name UNFPA as additional insured;
    - 6.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNFPA;
    - 6.4.3 Provide that UNFPA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
  - 6.5 The Contractor shall, upon request, provide UNFPA with satisfactory evidence of the insurance required under this Article 6.
7. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNFPA against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNFPA.



8. **EQUIPMENT FURNISHED BY UNFPA TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNFPA to the Contractor for the performance of any obligations under the Contract shall rest with UNFPA, and any such equipment shall be returned to UNFPA at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNFPA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNFPA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
9. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
- 9.1 Except as is otherwise expressly provided in writing in the Contract, UNFPA shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNFPA under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNFPA.
- 9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNFPA does not and shall not claim any ownership interest thereto, and the Contractor grants to UNFPA a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 9.3 At the request of UNFPA, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNFPA in compliance with the requirements of the applicable law and of the Contract.
- 9.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNFPA, shall be made available for use or inspection by UNFPA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNFPA authorized officials on completion of work under the Contract.
10. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNFPA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations and UNFPA, or any abbreviation of the name of the United Nations and UNFPA in connection with its business or otherwise without the written permission the United Nations and UNFPA.
11. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:
- 11.1 The Recipient shall:
- 11.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,
- 11.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.
- 11.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 11, the Recipient may disclose Information to:
- 11.2.1 any other party with the Discloser's prior written consent; *and*,
- 11.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under

common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:

- 11.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,
- 11.2.2.2 any entity over which the Party exercises effective managerial control; *or*,
- 11.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

- 11.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, including UNFPA, the Contractor will give UNFPA sufficient prior notice of a request for the disclosure of Information in order to allow UNFPA to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 11.4 UNFPA may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.
- 11.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 11.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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

- 12.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- 12.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNFPA shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 13, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNFPA shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.
- 12.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNFPA is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

## 13. TERMINATION:



- 13.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 13.2 UNFPA may terminate forthwith this Contract at any time should the mandate or its funding be curtailed or terminated, in which case the Contractor shall be reimbursed by UNFPA for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 13.3 In the event of any termination by UNFPA under this Article, no payment shall be due from UNFPA to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 13.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNFPA may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UNFPA of the occurrence of any of the above events.
- 13.5 The provisions of this Article 13 are without prejudice to any other rights or remedies of UNFPA under the Contract or otherwise.
14. **NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.
15. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNFPA shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNFPA shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.
16. **SETTLEMENT OF DISPUTES:**
- 16.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.
- 16.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.
17. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.
18. **TAX EXEMPTION:**
- 18.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in



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

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

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

**20. AUDITS AND INVESTIGATIONS:**

- 20.1 Each invoice paid by UNFPA shall be subject to a post-payment audit by auditors, whether internal or external, of UNFPA or the United Nations or by other authorized and qualified agents of UNFPA or the United Nations at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNFPA shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNFPA other than in accordance with the terms and conditions of the Contract.
- 20.2 UNFPA may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.
- 20.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNFPA access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNFPA or the United Nations hereunder.

**21. LIMITATION ON ACTIONS:**

- 21.1 Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 16.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.
- 21.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.
22. **ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 23 to 28 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNFPA to terminate the Contract or any other contract with UNFPA immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

23. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNFPA in connection with the performance of its obligations under the Contract. Should any authority external to UNFPA seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNFPA and provide all reasonable assistance required by UNFPA. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNFPA, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the United Nations and UNFPA.
24. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UNFPA any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UNFPA or the award thereof or for any other purpose intended to gain an advantage for the Contractor.
25. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNFPA, as such obligations are set forth in the United Nations and UNFPA vendor registration procedures.
26. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
27. **MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.
28. **SEXUAL EXPLOITATION:**
- 28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.
- 28.2 UNFPA shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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