



20 September 2011

UNFPA Mongolia Country Office
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14210 Mongolia
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Website: www.unfpa.org

INTERNATIONAL COMPETITIVE BIDDING
ICB No. UNFPA/MNG/11/004
SUPPLY AND DELIVERY OF WAREHOUSE EQUIPMENT

Dear Sir/Madam,

1. The **Mongolia Country Office** of the **United Nations Population Fund (UNFPA)**, an international development agency, invites sealed Bids for the supply of **Warehouse Equipment** for its programme. The specific products solicited are listed in Annex 2. Terms of Reference and Technical Product Specifications.
2. To enable you to submit a Bid, please read the following attached documents carefully:
 - Annex 1. Instructions to bidders
 - Annex 2. Terms of Reference (TOR) and Technical Product Specifications
 - Annex 3. UNFPA General Terms and Conditions
 - Annex 4. Bid Submission Form
 - Annex 5. Product Item Overview Form
 - Annex 6. Bidder's Information Form
 - Annex 7. Bidder's Client Reference Form
 - Annex 8. Price Schedule Form
3. The technical Bid containing the technical product specifications shall be submitted **together but in a separate envelope**, according to Annexes 1-7.
4. The financial Bid containing the price information shall be submitted **together**, according to Annex 8.
5. The Bidder shall **not be** required to quote for all items. However, Bidders are encouraged to quote for as many items as possible.
6. The Bid shall reach UNFPA's reception or the email inbox of procurement@unfpa.org.mn no later than **5 October 2011, at 10:00 am** (Ulaanbaatar time).
7. The Technical Opening will take place on 5 October 2011, at 11:30 am (Ulaanbaatar time) in meeting room of UNFPA Mongolia Country Office (Floor 3, Orient Plaza, G. Chagdarjav Street 9, Sukhbaatar District, Ulaanbaatar, Mongolia 14210). Bidders or their authorized representatives may attend the Bid opening. Kindly confirm by e-mail by date whether your company shall be represented at the Bid opening.
8. The date and time of the Financial Bid Opening shall be provided to the Bidders in written no later than 19 October 2011.
9. 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 procurement@unfpa.org.mn shall be rejected.

10. The award of the bid shall be posted at www.ungm.org and UNFPA Mongolia website at <http://mongolia.unfpa.org>. Both successful and unsuccessful Bidders shall be notified by UNFPA by email.
11. The bidders shall acknowledge receipt of this invitation to bid by email to Ms. Enkhjargal Ganbold at ganbold@unfpa.org no later than 23 September 2011 and to indicate whether or not a bid shall be submitted. The acknowledgement shall provide company name, telephone number, fax number and the name of a contact person.
12. Any questions relating to the attached documents shall be addressed in writing to the following UNFPA personnel:
- Ms. S. Ayurbunia, UNFPA Reproductive Health Commodities Security Specialist (email: ayurbunia@unfpa.org) for questions related to technical requirements of bid items;
 - Ms. Enkhjargal Ganbold, UNFPA Administrative Associate (email: ganbold@unfpa.org) for questions relating to the bidding exercise.

Do not submit your bid to these contacts, or your bid will be disqualified.

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

Yours sincerely,

Bayaraa Ayurzana
Operations Manager
UNFPA Mongolia Country Office



UNITED NATIONS POPULATION FUND

INTERNATIONAL COMPETITIVE BIDDING

ICB NO.: UNFPA/MNG/11/004

Bid Document for the Supply and Delivery of Warehouse Equipment

20 September 2011

ANNEX 1. Instructions to Bidders

– Introduction

1. Eligible Bidders

This bid is open to primary manufacturers, who are registered in the country where they produce, or their authorized representatives or any other General Suppliers. A “primary manufacturer” is defined as a company that performs all the manufacturing and fabricating operations needed to produce goods in their appropriate dosage forms, including processing, blending, formulating, filling, packing, labelling and quality testing. A bid may be submitted by an authorized agent for and on behalf of the primary manufacturer provided the bid is accompanied by a duly notarized letter of authority from the primary manufacturer authorizing the designated agent to bid solely for and on behalf of the primary manufacturer. Please note that UNFPA prefers to work directly with manufacturers.

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the buyer to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this invitation to bids.

2. Cost of Bid

The bidder shall bear all costs associated with the preparation and submission of the bid, and the procuring UN entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

– Solicitation Documents

3. UNFPA Bid document

Bidders are expected to examine all instructions, forms, specifications, terms and conditions contained in the bid solicitation documents issued by UNFPA. Failure to comply with these documents shall be at the bidder’s risk and may affect the evaluation of the proposals.

4. Clarifications of solicitation document

A prospective bidder requiring any clarification on the bid solicitation documents may notify UNFPA in writing within one week from the date of issue of the bid. UNFPA shall respond in writing to any request for clarification received and circulate its response (including an explanation of the query but without identifying the source of enquiry) to all prospective bidders who have received the bid solicitation documents. A copy of UNFPA’s answer shall also be posted in the UNFPA website http://www.unfpa.org/procurement/current_bids.htm and in the UN Global Marketplace <http://ungm.org>.

5. Amendments of UNFPA bid solicitation document

At any time prior to the deadline for submission of proposals, UNFPA may, for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

All prospective bidders that have received the bidding documents shall be notified in writing of all the amendments to the bidding documents. In order to give prospective bidders reasonable time to take the amendments into account in preparing their proposals, UNFPA, may at its discretion, extend the deadline for the submission of proposals.

– Preparation of Bids

6. Language of the Bid

The bid prepared by the bidder and all correspondence and documents relating to the bid shall be written in English.

7. Documents to be submitted with Bid

Bidders must submit the following documentation **in order** and in **two** complete sets of **hard (printed/copied paper) copies** for UNFPA's acceptance of the Bid:

Commercial documents:

- (a) Bidder's business license.
- (b) A copy of bidder's valid quality management system (QMS) certificate.
- (c) Duly filled Annex 6. Bidder's Information Form.
- (d) Bidder's company brochure, indicating the business areas, history of service, contact information, website, etc.
- (e) Duly filled Annex 7. Bidder's Client Reference Form (with major supply records of last two years).
- (f) Latest external audit report (2010).
- (g) Latest audited financial statement (2010).

If bidder is not the manufacturer, the bidder shall submit below documents from the manufacturer(s) for each product quoted:

The documents must be grouped by individual manufacturer.

- (h) Manufacturer's authorization letter to the bidder for the bidder's participation in this ICB or a general letter to prove the authorized distribution status of the bidder in Mongolia for the products made by the manufacturer. Among others, the letter shall include the name, address, contact person and contact details of the manufacturer. The letter shall clearly address the authorized party as the bidder. The letter shall be signed by the manufacturer.
- (i) The list of category(s) and item(s) in the ICB that the manufacturer offers its product(s).
- (j) Manufacturer's business license.
- (k) A copy of manufacturer's valid quality management system (QMS) certificate.
- (l) Manufacturer's company brochure.
- (m) Manufacturer's major supply records for the last two years (in same format as Annex 8).
- (n) List of companies or distributors in Mongolia, whom UNFPA can approach for installation and maintenance service.
- (o) Warranty service on the territory of Mongolia. Supplier must indicate conditions of after-warranty service.

Technical Documents:

- (p) Duly filled Annex 5. Product Overview Form, indicating compliance or deviation of the products offered, and the below supporting documents for the quoted products.
 - a. Product name short description (image of product must be attached).
 - b. Manufacturer's name.

- c. Country of manufacturer.
- d. Copy of valid manufacturing license from the country of manufacturing and/or a copy of company registration in the country of operation.
- e. Copy of valid authorization letter issued by the manufacturer, if Bidder is not the manufacturer.
- f. Copies of valid product quality certificates.
- g. Copies of product registration at the country of origin, or free sale certificate, or certificate of export.
- h. Product reference or model numbers.
- i. Complete technical specification, including manufacturer technical data sheet, brochures, catalogues and user manuals containing pictures of the product(s).
- j. Evidence-based materials which proves technical parameters of items in Mongolian or English languages (to be provided by supplier).
- k. Any other documents deemed necessary by the Bidder.

Note: Besides the English version, the product brochure and product manual shall be submitted in Mongolian, if available.

Financial Documents:

(q) Annex 8 – Price Schedule Form

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.

8. Bid Currency and Prices

All prices shall be quoted in Mongolian Tugriks or US dollars. The bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods or services it proposes to supply under the contract.

Bidders are requested to quote the following based on INCOTERMS 2010:

- **Price of goods DDU Ulaanbaatar**

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.

Bidders shall be requested by the buyer to arrange for ocean and/or other transportation from any reliable freight forwarders. This arrangement shall be made only after award or a corresponding purchase order is issued.

9. Conversion to Single Currency

To facilitate evaluation and comparison, the buyer will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Mongolian Tugriks at the official UN exchange rate on the last day for submission of bids.

10. Validity of Bid

The prices of the bid shall be valid for 90 days after the closing date of bid submission as specified by UNFPA. A proposal valid for a shorter period shall be rejected by UNFPA on the grounds that it is non-

responsive. UNFPA may solicit the bidder's consent for an extension of the period of validity under exceptional circumstances.

– Submission of Bids

11. Partial Bids

Partial bids are **allowed** under this tender. UNFPA reserves the right to select and accept a part of parts of any bid.

12. Technical and Financial Bids

A bid shall consist of two parts: the technical bid and the financial bid.

The technical bid containing the technical product specifications and the financial bid containing price information **shall be submitted separately and in two different envelopes or transmitted in two separate emails** to the email address designated by UNFPA.

- The **Technical Bid** shall be prepared in accordance to Annex 2. Terms of Reference and Product Technical Specifications of the bidding document.
- The **Financial Bid** shall be prepared in accordance to Annex 8. Price Schedule Form of the bidding document.

Bids shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. A bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

13. Sealing and Marking of Bids (hard copies)

When submitting in hard copies, the bidder shall prepare two set(s) of sealed bids containing two set(s) of the technical bid(s) and two set(s) of the financial bid, one stamped as “Original” and the other one stamped as “Copy”. In the event of a discrepancy between them, the original shall govern.

The **outer envelope** must be clearly marked with the following:

UNFPA Mongolia Country Office
Orient Plaza, G. Chagdarjav Street 9
Sukhbaatar District, Khoroo 1,
Post Office 48
Ulaanbaatar, Mongolia 14210

ICB No. UNFPA/MNG/11/004 Warehouse Equipment
ATTN: Mr. Ayurzana Bayaraa, Operations Manager
ONLY TO BE OPENED BY AUTHORISED PERSONNEL

The **inner envelopes** must be clearly marked with the following:

UNFPA MONGOLIA COUNTRY OFFICE
Orient Plaza, G. Chagdarjav Street 9,
Ulaanbaatar, Mongolia

Submission 1 of 2: ICB No. UNFPA/MNG/11/004, Company Name, Technical Proposal

UNFPA MONGOLIA COUNTRY OFFICE
Orient Plaza, G. Chagdarjav Street 9,
Ulaanbaatar, Mongolia

Submission 2 of 2: ICB No. UNFPA/MNG/11/004, Company Name, Financial Proposal

The envelope shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.

If the outer envelope is not sealed and marked as required, the Buyer shall assume no responsibility for the Bid’s misplacement or premature opening.

14. Electronic Submissions

Please note the following guidelines for **electronic submissions**:

Bidders shall make clear reference to the specific proposal in the subject field as instructed, otherwise proposals may be rejected. Clearly specify: **ICB No. UNFPA/MNG/11/004, Company name** and specify “Technical Proposal” or “Financial Proposal” in the subject field. i.e.:

Submission 1 of 2: “ICB No. UNFPA/MNG/11/004, Company name, Technical Proposal”

Submission 2 of 2: “ICB No. UNFPA/MNG/11/004, Company name, Financial proposal”

The Technical Proposal and the Financial Proposal shall be submitted in separate emails to procurement@unfpa.org.mn. Proposals received at the procurement@unfpa.org.mn mailbox are kept undisclosed and shall not be opened before the scheduled opening date.

E-mail submission shall not exceed **10 MB**. It is recommended that all the bidding documents are consolidated into as few attachments as possible which shall be in commonly used file formats. Where the technical details are in large electronic files, it is recommended that these shall be sent separately before the deadline.

It shall be the bidder’s responsibility to ensure that Bids sent by e-mail are received by the deadline.

All bidders shall receive an auto-reply acknowledging the receipt of their email. Bidders shall not receive responses to questions sent to procurement@unfpa.org.mn since it is a secure mailbox.

15. Deadline for Submission of Bids/Late Bids

Bids must be delivered to the office on or before the date and time specified in opening section of the bid document.

UNFPA may, under special and exceptional circumstances, extend this deadline for the submission of the bids and such changes shall be notified to all Bidders before the expiration of the original period.

Any bid received by UNFPA after the deadline for submission of bids shall be rejected and returned unopened to the bidder. UNFPA shall not be legally responsible for bids that arrived late due to the bidder's problems with transmission of bid submissions via email and/or with the courier company.

16. Modification and Withdrawal of Bids

The bidder may withdraw its bid after submission, provided that written notice of the withdrawal is received by UNFPA prior to the deadline for submission. No Bid may be modified after passing of the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity.

17. Storage of Bids

Bids received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified bid opening date stated in the UNFPA's bid solicitation document. No responsibility shall be attached to UNFPA for the premature opening of a proposal not properly addressed and identified.

– Opening and Evaluation of Bids

18. Opening of Bids

Bids shall be opened at the established time and place in the presence of three UNFPA staff. The bidders' names and their Bids shall be recorded in the corresponding Bid Opening Report, available to the bidders upon written request to UNFPA along with the bid.

There shall be two separate technical and financial bid openings. This "two envelope system" ensures that the technical evaluation can focus solely on the contents of the technical proposals without bias from the financial aspects of the proposals. The bidders' names and their technical bids shall be announced at the technical bid opening. The financial bids are opened in a separate opening session after completion of the technical evaluation.

No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to clause 15 of instructions to bidders.

Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids shall be returned unopened to the bidders.

19. Preliminary examination of Bids

UNFPA shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents are properly signed and whether the proposals are generally in order.

Arithmetical errors shall 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 bidder does not accept the correction of errors, its proposal shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

20. Clarification of Bids

To assist in the examination, evaluation and comparison of bids, UNFPA may ask bidders for clarification of their bids. The request for clarification and the response shall be in writing by UNFPA and no change in price or substance of the proposal shall be sought, offered or permitted.

21. Inspection of premises

If required, the bidder shall permit UNFPA representatives access to their facilities at any reasonable time to inspect the premises that shall be used for the production, testing and packaging of the products, and shall provide reasonable assistance to the representatives for such inspection, including copies of any test results or quality control reports as may be necessary.

— Award of Contract

22. Award Criteria

UNFPA shall award the Purchase Order(s) to the lowest priced bidder whose bid complies with all the conditions and technical specifications of this invitation to bid.

UNFPA reserves the right to make multiple arrangements for any item(s) where, in the opinion of UNFPA, the lowest bidder cannot fully meet the delivery requirements or if it is deemed to be in UNFPA's best interest to do so. Any arrangement under this condition shall be made on the basis of the lowest, second lowest, third lowest, etc bid which meets all the requirements in the above paragraph.

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

UNFPA reserves the right to annul the solicitation process and reject all bids at any time prior to award of purchase order, without thereby incurring any liability to the affected bidder(s) or any obligation to provide information on the grounds for the buyer's action.

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 which conforms to all the terms and conditions of the UNFPA's bid solicitation documents without material deviations. UNFPA shall determine the responsiveness of each bid with the UNFPA's bid solicitation documents.

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

23. 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 15% the quantity of goods specified in this bid without any change in price or other terms and conditions.

24. Signing of the contract

The buyer shall send the successful bidder the Purchase Order, which constitutes the Notification of Award. After receipt of the Purchase Order, the successful bidder shall deliver the commodities in accordance with the delivery schedule outlined in its proposal.

ANNEX 2. Terms of Reference (TOR) and Product Technical Specifications

1. Background

The Mongolia Country Office of the United Nations Population Fund wishes to appoint one or more vendors to supply Warehouse Equipment in support of its programme.

The winner(s) of this bidding exercise shall be invited to enter into negotiation one or several **non-exclusive Purchase Orders** with UNFPA.

2. Items, Quantities, Product Technical Specifications

The following shows the items and quantities solicited:

No.	Item description	Specification	UOM	Total quantity
1	Forklift	Forklift truck, four wheeled Power steering truck Preferred truck dimension – 2.5x1.5x2.0 m Lifting capacity – 1500 kg 2,000 cc diesel engine 4 (four) cylinder With forward and reverse speeds With front and rear lights 40 L fuel tank capacity Strong steel framed body with framed cab and adjustable driver's seat With adjustable width of forks Fitted dual stage panoramic mast Minimum lifting height – approximately 3000 mm Maximum lifting height – approximately 6000 mm Ground clearance – approximately 150 mm Lift speed (loaded) – approximately 600 mm/sec Fork length – approximately 1000 mm extendable to 1200 mm Turning radius – approximately 2 m With service and operating manuals 1-year warranty	Each	1
2	Storage rack shelf	Bulk storage rack shelf Steel construction, With upright steel tubular posts with adjustable shelving height and with diagonal braces and connectors Shelf capacity – 950-1000 kg Shelf width – approximately 1200 mm Shelf depth – approximately 600 mm Shelf height – approximately 1800 mm 3 story shelves With flat wire decking	Set	192
3	Storage cabinet	Free standing cabinet With 2 lockable doors and 4 adjustable shelves Materials and finishing are corrosion resistant and	Each	50

		suitable for decontamination with chlorine solution Frame – sheet steel, epoxy coated Doors – steel sheet, epoxy coated, triple hinged Shelves – sheet steel, epoxy coated, 90 kg weight capacity Legs – steel tube, epoxy coated fitted, with plastic feet Preferable dimension – Width approximately 800 mm Depth approximately 600 mm Height approximately 1800 mm Knockdown construction For storage of drugs and medicines		
4	3-step stool	Three-step stool Lightweight, 2-folding Durable, tubular steel frame 100-120 kg capacity Number of steps – 3 Non-slip rubber stool feet Steps with non-slip rubber mats With safety latch on top step	Each	25
5	Hand truck	Hand truck, lightweight, two-wheeled Preferred dimension – Width approximately 500 mm Depth approximately 300 mm Height approximately 1300 mm Load capacity 100-120 kg Welded construction of corrosion resistant aluminium, with 3 straight horizontal back braces Solid rubber handles Solid rubber wheels For manual handling of light boxed/sacked goods in warehouse	Each	25

* UOM – Unit of measure

3. Changes from Specification

Wherever items offered are not in compliance with specifications indicated by UNFPA, or wherever alternatives are offered, it is the Bidders responsibility to provide the Bid full descriptive specification and documentation of such items. In such instances the item or items must be clearly marked as an alternate and not being in compliance with specifications.

4. Raw materials

Raw materials used shall be of good quality, from approved sources and in compliance with the marketing authorization in the country of origin.

5. Product components

All components shall be compatible to guarantee adequate and efficient work. The vendor shall supply Serial Numbers of the equipment components.

6. Power source (if applicable)

All equipment whenever applicable shall be 220V or Auto Voltage, standard European plug.

7. Warranty

All electric and transportation equipment shall have at least 1-year warranty service on the territory of Mongolia:

- Full warranty for all components, according to the manufacturer's standards,
- Technical support through vendor's/agent's local or regional offices.

8. Training, installation and technical support

If any installation and configuration services, start up services, training and technical support are offered they shall be included in the Bid offer.

A local representation in the country of destination shall be required in order to provide training, technical support, maintenance, after sale services and warranty service. The bidder shall have certified personnel for technical support.

Equipment shall include all supporting materials such as manuals, installation drivers (CD ROM) and accessories for optimum performance as applicable.


9. Packing Information

9.1. Packing of goods

The packing of the product(s) shall be suitably over-packed for shipment in strong wooden crates, triple-wall cardboard boxes and/or in a manner that shall provide adequate protection of the goods for carriage by air, sea, and road to final destination including remote location, subsequent in-land distribution. The packing shall take into account any special requirements for dangerous or hazardous goods or cold chain items. Export packing shall be included in the price offered in the Bid.

9.2. Marking and labelling

Bidders shall strictly adhere to the requirements of marking and labelling:

 <i>UNFPA/Project No.</i> <i>Contents: Item</i> <i>Country of destination:</i> <i>UNFPA PO No. Number</i>	<ul style="list-style-type: none">• Vendor name• Lot/Batch/Serial numbers• Case / Carton number• Manufacturing date• Expiry date• Weight• Volume• Max. pressure allowed, if applicable• Max. temperature, if applicable• Specific instructions (if any)
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Special storage conditions, if any, shall be specified on the cartons and all shipping documents.

9.3. Storage conditions (if applicable)

Particular storage conditions (temperature, pressure, humidity, etc.) shall be clearly stated, if applicable.

9.4. Samples

UNFPA reserves the right to request free, non-returnable product, packing and/or packaging samples for evaluation of the item prior to any award. Samples shall be subject to technical review and laboratory analysis where appropriate.

10. Delivery Information

10.1. Delivery lead time

If awarded with a purchase order, delivery shall be made based on INCOTERMS 2010 DDU Ulaanbaatar, Mongolia or as per instructions in UNFPA's purchase orders. Bidders shall indicate the guaranteed minimum lead time for delivery of each item offered. Delivery lead time is defined as from the time the vendor received the UNFPA's purchase order **until the goods arrived to the final destination**.

Bidders are requested to state realistic lead times since UNFPA shall monitor and measure delivery performance in comparison with guaranteed minimum lead time indicated in this Bid. **Lead time of less than 4 (four) weeks is preferable.**

10.2. Freight forwarding

Once contracted, the vendor shall be responsible for selecting and arranging freight forwarding to the final destination at competitive market prices and shall pay the freight costs to the freight forwarder directly.

Freight forwarding costs shall be reflected in the corresponding UNFPA's purchase order and only the actual freight cost shall be invoiced to UNFPA accordingly. Freight invoice from freight forwarder shall be attached to the vendor's invoice as proof of actual freight cost.

No partial deliveries shall take place unless expressly confirmed by UNFPA. Individual delivery instructions shall be contained in the purchase orders.

The vendor is responsible for obtaining at its own risk and expenses any export license or other official authorization and carry out all customs formalities necessary for the exportation of the goods.

Difficult/war torn countries: UNFPA may decide to assign the transportation to its own appointed freight forwarder. In such cases, the vendor shall be informed accordingly. Details of such arrangements shall be provided in the purchase orders.

10.3. Order Tracking System (OTS)

The vendor shall regularly update specific shipment tracking information related to any issued purchase order to UNFPA in written form and shall ensure that delivery details are communicated to UNFPA at least 7 days prior to arrival of goods at the final destination.

10.4. Shipping advice note

If awarded with a purchase order, a shipping advice note shall be sent by fax or e-mail at the time for dispatching the cargo and the note shall contain the following information:

- PO number reference;
- Quantity and type of Goods;

- Invoiced value of the Goods;
- Name of freight forwarder;
- Date of departure from port of shipment;
- Name of vessel or carrier;
- Bills of Lading number(s);
- Expected time of arrival at port of discharge;

10.5.Shipping documents

If awarded with a Purchase Order, immediately upon shipment of the contracted Goods, the vendor shall dispatch one set of original and two sets of signed copies of the following documents by courier service to UNFPA and the Consignee:

- One negotiable copy of the Bill of Lading/CMR/AWB (marked "freight prepaid")
- Original of commercial invoice
- Original of packing list
- One certified copy of the certificate of origin
- One copy of certificate of analysis for each of the batches, according to appropriate standards
- One certified copy of registration in the country of origin / WHO free sales certificate
- Copy of shipping advice
- Copy of the freight invoice
- Any other specific document (if applicable)

10.6.Sets of shipping documents

Two sets of ORIGINAL documents consisting of 1) Invoice, 2) Bill of Lading/Airway Bill, 3) Packing list, 4) Freight Invoice and 5) Certificate of Origin shall be sent to the consignee for procurement and payment purposes as well as for customs clearance of the goods.

10.7.Pre-shipment and post-shipment inspection

UNFPA reserves the right to conduct pre-shipment and/or post-shipment inspection of the goods if an award is issued. UNFPA shall be given reasonable and sufficient time before delivery of the goods to inspect them and to reject or refuse acceptance of any item not conforming to this technical specifications or the specifications stated in the UNFPA's purchase order. Payment for the goods pursuant to the purchase order shall not be deemed an acceptance of the goods. Inspection prior to shipment or post-shipment shall not relieve the vendor from any contractual obligations.

10.8.Delay of delivery

In the event of a delay in the delivery time of a purchase order, the vendor shall immediately and not later than one week from the acknowledgement of such delay, notify the UNFPA Buyer in writing, requesting an extension of the delivery date, clearly stating the nature of the delay (including supporting documentation) and the proposed new delivery date.

The corresponding UNFPA Buyer shall ascertain the facts and extent of delay, and extend time for performance when in its judgment the facts justify such an extension. The Buyer's findings thereon shall be final and conclusive subject only to the vendor's right of appeal under the arbitration clause of the contract.

10.9.Vendor's responsibility for rejected or returned products

Should any goods fail in the post shipment inspection and testing, the vendor/manufacturer shall be responsible for disposal and/or the return of the rejected goods from the country of destination to the country of origin. The vendor/manufacturer shall bear the cost of all related activities.

Should any product fail to meet the requirements of the specifications, the vendor shall replace the items within the time specified for delivery, or the extended time period granted by UNFPA.

Whenever products fail the quality inspection, either during the sampling or testing, the vendor is responsible for the payment of the costs in relation to the re-inspection.

The inspection does not relieve the vendor from his contractual obligations or from goods being subject to final acceptance after delivery.

11. Evaluation Criteria

UNFPA shall award the Purchase Order(s) to the lowest priced Bidder whose Bid complies with all the conditions and technical specifications of this invitation to Bid.

All compliant Bids shall meet the following:

- Compliance with the technical requirements specified by the bid document
- Compliance with the special and general conditions specified by the bid document
- Compliance with start-up, delivery and installation deadlines set by the procuring entity
- Proof of after-sales service capacity, warranty and appropriateness of service network.
- Availability of supporting documents required
- Delivery lead time
- Other conditions requested in the bid document.

UNFPA reserves the right to make multiple arrangements for any item(s) where, in the opinion of UNFPA, the lowest Bidder cannot fully meet the delivery requirements or if it is deemed to be in UNFPA's best interest to do so. Any arrangement under this condition shall be made on the basis of the lowest, second lowest, third lowest, etc bid which meets all the requirements in the above paragraph.

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

UNFPA reserves the right to annul the solicitation process and reject all Bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the Buyer's action.

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 which conforms to all the terms and conditions of the UNFPA's Bid solicitation documents without material deviations. UNFPA shall determine the responsiveness of each Bid with the UNFPA's Bid solicitation documents.

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

UNFPA reserves the right to select more than one vendor for the award of contract.

ANNEX 3. UNFPA General Terms and Conditions

GENERAL TERMS AND CONDITIONS FOR CONTRACTS: 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 UN. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on the United Nations. 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 represents and warrants that honesty shall prevail during the formation and execution of this contract, including but not limited to the process of selection of the Contractor and to the execution of the services included in the scope of the contract. The CONTRACTOR shall report any allegation of Fraud to UNFPA. Any fraudulent conduct carried out by the CONTRACTOR may result in the termination of this contract.
- 6.2 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.
- 6.3 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.

- 6.4 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 the United Nations, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNFPA and/or 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 to 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 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.

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ANNEX 4. Bid Submission Form

To: UNFPA Mongolia

Dear Mr. A. Bayaraa,

The Undersigned, having read the Bidding Document of Invitation to Bid No. UNFPA/MNG/11/004, hereby offers to supply the goods specified in the schedule at the price or prices quoted, in accordance with any specifications stated and subject to the Terms and Conditions set out or specified in the document

We agree to abide by this Bid for a period of three months from the date fixed for opening of Bids in the Invitation to Bid, 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 Bid you may receive.

Dated this day of [year].

Signature:

Name:

Title:

Company:

Postal Address

Telephone No.

Fax No.

Email address

Validity of Offer

ANNEX 5. Product Item Overview Form

(Please see attached Excel spreadsheet Annex 5. Product Item Overview Form.)

ANNEX 6. Bidder's Information Form

(Please see attached Excel spreadsheet Annex 6. Bidder's Information Form.)

ANNEX 7. Bidder's Client Reference Form

(Please see attached Excel spreadsheet Annex 7. Bidder's Client Reference Form.)

ANNEX 8. Price Schedule Form

(Please see attached Excel spreadsheet Annex 8. Price Schedule Form.)