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23 March 2015

REQUEST FOR PROPOSAL (RFP)
RFP No. UNFPA/VNM/15/02

FOR PROVISION OF CONSULTANCY SERVICES
TO CONDUCT A STUDY ON THE QUALITY OF FAMILY PLANNING SERVICES IN VIET NAM

The United Nations Population Fund (UNFPA), an international development agency, is seeking qualified offers for the above-mentioned consultancy services. Your company is kindly invited to submit your best technical and financial offer for the requested services. Your bid could form the basis for a contract between your firm/institution and the UNFPA.

- To enable you to submit a bid, please read the following attached documents carefully:
 - [Instructions to Bidders](#) [Annex I](#)
 - [Terms of Reference \(ToR\)](#) [Annex II](#)
 - [Bid Submission Form](#)..... [Annex III](#)
 - [Bidders Identification Form](#) [Annex IV](#)
 - [Format of Bidder's Previous Experience and Clients](#)..... [Annex V](#)
 - [Technical Bid](#)..... [Annex VI](#)
 - [Price Schedule Form](#) [Annex VII](#)
 - [UNFPA General Terms and Conditions](#) [Annex VIII](#)
 - [UNFPA Model Contract for Professional Services](#) [Annex IX](#)
- The technical bid containing the technical information shall be submitted separately from the financial bid.
- The bid shall reach UNFPA's reception no later than **18h00 (Hanoi Time, GMT+7) on Monday 20th April 2015**. The bid shall be opened at **15h30 (Hanoi Time)** on **21st April 2015** at UNFPA Office.
- Bids received after the stipulated date and time shall not be accepted under any circumstances.
- Bidders shall acknowledge receipt of this RFP by email to Ms. Nguyen Minh Ha, Admin/Finance Associate at mnguyen@unfpa.org no later than **10 April 2015** and indicate whether or not a bid shall be submitted. The acknowledgement shall provide training institution name, telephone number and contact person.
- Any questions relating to the attached documents shall be addressed in writing following the instructions included in **Annex I-Instructions to Bidders**. For Clarifications of Solicitation Documents, please **do not** submit your bid to the contact there indicated, or your bid will be disqualified.
- This letter is not to be construed in any way as an offer to contract with your firm/institution.

Yours sincerely,
Nguyen Minh Ha
Admin/Finance Associate

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ANNEX I - INSTRUCTIONS TO BIDDERS

A. Introduction

1. General

This bid is open to all national and international suppliers who are legally constituted, can provide the requested services, and have a valid registration in the country, or through an authorized representative.

Bidders should not have been engaged, directly or indirectly, in the preparation of any part of this RFP document or Annexes.

Bidders may not be on any United Nations and/or World Bank suspended or banned vendors list.

2. Cost of Bid

The bidder shall bear all costs including any related travel associated with the preparation and submission of the bid, nor can it be included as a direct cost of the assignment. UNFPA shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. UNFPA Bid Document

This RFP document is posted at the United Nations Global Marketplace (UNGM) in www.ungm.org. 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 bids.

4. Clarifications of Solicitation Document

A prospective bidder requiring any clarification on the RFP may notify Ms. Nguyen Minh Ha, Admin/Finance Associate at mnguyen@unfpa.org in writing no later than **17h00 Hanoi time (GMT+7) on 15 April 2015**. UNFPA shall respond to any request for clarification received and send its response to all bidders or post its response in the UN Global Marketplace-UNGM (www.ungm.org), including an explanation of the query but without identifying the source of enquiry.

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 periodically check if amendments have been posted to the bidding documents in UNGM. In order to give prospective bidders reasonable time to take the amendments into account in preparing their bids, UNFPA, may at its discretion, extend the deadline for the submission of bids.

C. 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. Bid Currency and Prices

All prices shall be quoted in **US Dollar (USD) for international suppliers** and in **Vietnam Dong (VND) for local suppliers**, otherwise prices shall be converted at UN Exchange Rate at the submission deadline. 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. **The prices shall include all related taxes.**

8. 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 **USD** at the official UN exchange rate on the last day for submission of bids.

9. 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 will be rejected by UNFPA as non-responsive. UNFPA may solicit the bidder's consent for an extension of the period of validity under exceptional circumstances.

D. Submission of Bids

10. Documents Establishing Eligibility of Goods and Services and Conformity to Bidding Documents

The documentary evidence of conformity of the goods and services to the bidding documents may include the following documentation, to be completed and returned in hard copies or in electronic format.

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.

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

10.1. Technical Bid

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

- a. Completed and signed Bid Submission Form (**according to Annex III, in PDF format**)
- b. Completed Bidders Identification Form (**according to Annex IV, in PDF format**)
- c. Bidder's previous experience and clients (**according to Annex V, in PDF format**)
- d. Copy of last audited financial statements

- e. Technical bid, including documentation to demonstrate that the bidder meets all requirements. The technical bid should be concisely presented and structured to include but not necessarily be limited to the information listed in **Annex VI (in PDF format)**.

10.2. Financial Bid

Please complete the **Price Schedule Form [Annex VII - both in PDF format (signed version) and Excel format]**. Your separate financial bid must contain a quotation in a single currency, itemizing all services to be provided.

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

- The Price Schedule must provide a detailed cost breakdown, as shown in Annex VII. Provide separate figures for each of the steps for each item.
- Estimates for out of pocket expenses should be listed separately. Where installation, commissioning, training or other similar services are required to be performed by the bidder, the bidder shall include the prices for these services breakdown into itemized prices.
- UNFPA anticipates awarding the project on a fixed price basis. In order to complete an analysis of the proposed prices, firms are required to submit itemized pricing that identifies the staff who will work on the project, their billing rate as well as the number of days proposed for the project. Anticipated out of pocket expenses should be detailed as well.
- All prices/rates quoted must be **inclusive of all taxes (if any)**.
- Submit this financial bid in a separate envelope from the rest of the RFP technical bid.

11. Partial Bids

Partial bids are **not** allowed under this RFP.

12. Sealing and Marking of Bids

Bidders can submit **either hard copies or electronic copies**.

12.1 Sealing and Marking of Bids (Hard copies)

For submitting the technical and financial bid in two different envelopes:

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

*UNITED NATIONS POPULATION FUND (UNFPA)
Address: Tenancy A1, Golden Westlake Executive Residences,
151 Thuy Khue Street, Ba Dinh District,
Hanoi, Viet Nam*

RFP UNFPA/VNM/15/02
Attention: Ms. Nguyen Minh Ha, Admin/Finance Associate

“OPEN BY AUTHORISED UNFPA PERSONNEL”

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

*UNITED NATIONS POPULATION FUND (UNFPA)
Address: Tenancy A1, Golden Westlake Executive Residences,
151 Thuy Khue Street, Ba Dinh District,
Hanoi, Viet Nam*

*Submission 1 of 2: **RFP UNFPA/VNM/15/02 - Company Name**
Technical Bid*

*UNITED NATIONS POPULATION FUND (UNFPA)
Address: Tenancy A1, Golden Westlake Executive Residences,
151 Thuy Khue Street, Ba Dinh District,
Hanoi, Viet Nam*

*Submission 2 of 2: **RFP UNFPA/VNM/15/02 - Company Name**
Financial Bid*

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

12.2 Electronic Submissions

Please note the following guidelines for electronic submissions:

Please send the technical and financial proposals as separate documents **in PDF format**. Proposals should be emailed to vietnam.office@unfpa.org with the subject line:

"Company Name"- RFP UNFPA/VNM/15/02_ "Technical Bid" OR "Financial Bid"

It shall be the Bidder's responsibility to ensure that Bids sent by email are received by the deadline.

Maximum size for electronic submission: The maximum size per email that UNFPA can receive is **5 MB**. Bidders can split proposals into several parts to fit the email size.

All Bidders shall receive a reply acknowledging the receipt of their email.

13. Deadline for Submission of Bid and Late Bids

Bids must be delivered to the office on or before the date and time specified in this RFP. If any doubt exists as to the time zone in which the bid should be submitted please refer to www.timeanddate.com/worldclock, or contact the bid focal point.

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

Any proposal received by UNFPA after the deadline for submission of bids shall be rejected. UNFPA shall not be legally responsible for bids that arrive late due to the bidder's problems with the courier company.

14. 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 the bid validity.

15. Storage of Bids

Proposals 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.

E. Bid Opening and Evaluation

16. Bid Opening

UNFPA shall open all bids in the presence of at least two witnesses. There shall be separate openings for technical and financial bids. The bidders' names and submitted documents shall be announced at the technical bid opening.

After the technical evaluation has been made, the financial proposals can be opened. During the financial bid opening, the bidders' names and the prices stated in the financial bid shall be announced.

No bids shall be rejected at the bid opening, except for late bids.

17. 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.

18. 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.

Prior to the detailed evaluation, the Buyer will determine the substantial responsiveness of each bid to the RFP in a preliminary examination. For purposes of these clauses, a substantially responsive bid is one that conforms to all the terms and conditions of the RFP without material deviations. The Buyer's determination of a bid's responsiveness is based on the contents of the bid itself without recourse to extrinsic evidence.

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

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.

19. Evaluation of Bids

A two-stage procedure will be utilized in evaluating the proposals, with evaluation of the technical bid being completed prior to any financial bid being opened and compared. The financial bid will be opened only for those bidders whose technical bids reaches **490** points (70% of 700 points), meeting the requirements for the RFP. The total number of points which a bidder may obtain for technical and financial bids is **1,000 points**.

Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the contract award is published.

Any effort by a bidder to influence UNFPA in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.

Notwithstanding from the time of bid opening to the time of contract award, if any bidder wishes to contact UNFPA on any matter related to the bidding process, it should do so in writing.

19.1. Technical Evaluation

The technical bid is evaluated on the basis of its responsiveness to the Terms of Reference shown in Annex II and the evaluation criteria.

Summary of Technical Proposal		[A] Maximum Points	[B] Points attained by the Bidder	[C] Weighting %	[B] x [C] = [D] Total Points
Evaluation Forms					
1.	Expertise and Capacity of institution submitting proposal	105		15%	
2.	Adequacy of the proposed approach, methodology, work plan and quality control responding to the TOR	490		70%	
3.	Personnel competencies	105		15%	
	Total	700		100%	

19.2. Scoring Scale System

The following scoring scale system will be used by the technical evaluation panel for conducting the technical bid evaluation in objective manner.

Evaluated Criteria	Supporting Evidence	Points out of 100
Excellent	Excellent evidence of ability to exceed requirements	90-100
Satisfactory to Good	Good evidence of ability to exceed requirements	70- 89
Not Satisfactory	Non Satisfactory/acceptable evidence of ability to meet requirements	40-69
Poor	Less than acceptable evidence of ability to meet requirements	10 -39
Very Poor	Lack of evidence to demonstrate ability to comply with requirements	1-9
No Submission	Information has not been submitted or is unacceptable	0

19.3. Financial Evaluation

The financial bid will only be evaluated if the technical bid achieves a minimum of **490** points (70% of the obtainable score of 700 points). Proposals failing to obtain this minimum threshold will not be eligible for further consideration.

The financial bid is evaluated on the basis of its responsiveness to the Price Schedule Form (Annex VII). The maximum number of points for the price bid is **300**. This maximum number of points will be allocated to the lowest price. All other proposals will receive points in inverse proportion according to the following formula:

$$\text{Points for the Price Bid of a Proposal being evaluated} = \frac{[\text{Maximum number of points for the Price Bid}] \times [\text{Lowest price}]}{[\text{Price of bid being evaluated}]}$$

19.4. Total Score

The total score for each bidder will be the weighted sum of the technical score and financial score. The weight of technical points is 70% and financial points is 30%. The maximum total score is **1,000 points**.

F. Award of Contract and Final Considerations

20. Award of Contract

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

21. Rejection of Bids and Annulments

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

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

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

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

22. Right to Vary Requirements at Time of Award

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

23. Signing of the contract

The buyer shall send the successful bidder the purchase order/contract, which constitutes the Notification of Award. This will also be posted on the UNGM website. The successful bidder shall sign and date the contract, and return it to UNFPA within seven calendar days of receipt of the contract. After receipt of the Purchase Order, the successful bidder shall deliver the services and/or goods in accordance with the delivery schedule outlined in the bid.

24. Bid protest

Suppliers perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a contract, may complain to the UNFPA Representative a.i., Ms. Ritsu Nacken at nacken@unfpa.org. Should the protestor be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the protestor may contact the Chief of the Procurement Services Branch at procurement@unfpa.org.

25. Payment Provisions

UNFPA's policy is to pay for the performance of contractual services rendered or to effect payment upon the achievement of specific milestones described in the contract. UNFPA's policy is not to grant advance payments except in unusual situations where the potential contractor, whether a private firm, NGO or a government or other entity, specifies in the bid that there are special circumstances warranting an advance payment. UNFPA will normally require a bank guarantee or other suitable security arrangement.

Any request for an advance payment is to be justified and documented, and must be submitted with the financial bid. The justification shall explain the need for the advance payment, itemize the amount requested and provide a time schedule for utilization of said amount. Information about your financial status must be submitted, such as audited financial statements at 31 December of the previous year and include this documentation with your financial bid. Further information may be requested by UNFPA at the time of finalizing contract negotiations with the awarded bidder.

25. Gifts and hospitality

UNFPA has adopted a zero tolerance policy on gifts and hospitality. In view of this UNFPA personnel is prohibited from accepting any gift, even of a nominal value, including drinks, meals, food products, hospitality, calendars, transportation, and any other forms of benefits. Vendors are therefore requested not to send gifts or offer hospitality to UNFPA personnel

ANNEX II: TERMS OF REFERENCE

STUDY ON THE QUALITY OF FAMILY PLANNING SERVICES IN VIETNAM

I. Background

Compared with other developing countries in the same range of Gross Domestic Product per capita, Vietnam has made great achievements in family planning (FP) policies and programmes, evidenced in a rapid increase in contraceptive prevalence and a steady decline in fertility over the past 3 decades. High contraceptive prevalence means that FP services are frequently used and important services for Vietnamese men and women of reproductive age. As Vietnam has been applying a "2-child" policy which encourages couples to limit the number of children to 2, couples must spend approximately 3 decades of their reproductive life trying to avoid unwanted pregnancy.

Although a high contraceptive prevalence reflects a high level of access to and utilization of FP services, this is not necessarily an indicator of service quality. Learning about FP service quality is important for many reasons. First, for ethical reasons, receiving high quality of care is a clients' basic right. Quality services respect clients' needs and values, coordinate and integrate care across the health system, and provide information and education. Second, quality services enable users to enjoy better contraceptive and reproductive health outcomes through promoting and enhancing access to and utilization of effective services. Third, high quality FP services determine clients' choice of providers, their satisfaction with the services rendered, their consistent and correct use of contraceptive method they choose and, ultimately, their ability to achieve their fertility goals or reproductive intention. Low FP service quality, on the other hand, is a strong determinant of contraceptive use discontinuation or failure, which may lead to high rates of unintended pregnancy and abortion, adversely affecting users' contraceptive and reproductive health outcomes. In Vietnam, FP services are frequently used and important for women and men of reproductive age. Yet, little is known about the quality of available services, and the magnitude of contraceptive use discontinuation and failure in the country.

The United Nations Population Fund (UNFPA) is an international development agency that promotes the right of every woman, man and child to enjoy a life of health and equal opportunity. The UNFPA supports countries in using population data for development of policies and programs to reduce poverty and to ensure that every pregnancy is wanted, every birth is safe, every young person potential is fulfilled. Within the context of the UN's One Plan 2012-2016, and in order to support the General Statistics Office and the Ministry of Health to generate information and evidence for the development of effective policies on reproductive health and family planning, UNFPA supports to conduct a research study on the quality of family planning services in Vietnam. Findings from the study will be used to advocate for evidence-based policies and programmes to ensure that family planning services meet the quality standards and effectively help users to achieve their fertility goals and avoid unwanted pregnancy and abortion. A local and international research institution will be recruited to conduct this proposed study.

II. OBJECTIVES OF THE ASSIGNMENT

The overall objective of this assignment is to conduct a mixed-method (qualitative and quantitative) research study on the quality of FP services, contraceptive discontinuation and failure rates in Vietnam. The specific objectives include the following:

1. To assess the quality of FP services provided at public, private and NGO sectors health facilities across the country
2. To assess clients' perception and appraisal of the FP service quality and the level of client satisfaction with the services rendered

3. To explore factors that contribute to the quality of FP services and client satisfaction from both user and provider perspectives
4. To estimate the overall and method-related discontinuation rate and failure rate and associated determinants and risk factors
5. To assess the relationships between service quality and the rates of contraceptive use discontinuation and failure

III. METHODS

1. Key concepts and definitions

Family planning service quality, according to the well-known Bruce-Jain framework, consists of 6 fundamental elements or dimensions: choice of methods, technical competence, information given to clients, interpersonal relations, mechanisms to ensure follow-up and continuity, and an appropriate constellation of services.¹

Contraceptive discontinuation, according to the US National Health Survey of Family Growth, is defined as failure to use a contraceptive continuously within the past 6 months.²

Contraceptive failure is defined as a conception occurring in an act of intercourse when a contraceptive method is in use. **Contraceptive failure rate** is defined as the proportion of methods users who experience failure within the first 6 and 12 months of use.²

2. Study design and data collection methods

This study consists of a qualitative and quantitative assessment of the quality of facility-based FP services. As men are not frequent users of facility-based FP services, only women will be included in the study. The quantitative assessment involves a survey of married female contraceptive users and a survey of health facilities that provide at least 3 modern FP methods: condoms, intrauterine devices, and pills. It is expected that 6,000 married women aged 15 - 49 and 120 health facilities, representing 6 ecological regions (North Mountainous, Red River Delta, North and South Central Coast, Central Highland, Mekong Delta, and Southeastern Region) in Vietnam will be recruited for the survey. The user survey will employ questionnaire-based interviews to evaluate clients' current FP service use, their experience in visiting a FP service facility, their perception and appraisal of different aspects of service quality, and levels of their satisfaction. The interviews will also collect information on women's contraceptive use history in the last 12 months to evaluate whether they have experienced contraceptive discontinuation or failure. The survey of FP service facilities will employ the UNFPA technical guidelines to evaluate the quality of available services in terms of facility infrastructure and equipment, staffing level, staff technical competency, the organization of services, technical protocols and guidelines.

IV. SCOPE OF WORK

1. To develop a detailed research proposal. The research proposal should include:

- A brief literature review
- Clear and realistic specific research objectives
- Clearly formulated and answerable research questions, and hypotheses (if any)
- Detailed research methods, providing:

¹Bruce J (1990). [Fundamental elements of the quality of care: a simple framework](#). *Studies in family planning*, 1990 - JSTOR

² Trussell J, Vaughan B (1999). Contraceptive Failure, Method - Related Discontinuation and Resumption of Use: Results from the 1995 National Survey of Family Growth

- Study design(s)
- Study sites, sample size and power calculation, and sampling methods, study population and participant recruitment
- Key variables and measurements
- How FP service quality is measured
- How discontinuation and failure rates are measured
- Development of quantitative and qualitative data collection tools
- Data management and data analysis plan

2. To present the proposal at a consultation meeting with UNFPA, Ministry of Health (MOH), General Office of Population and Family Planning (GOPFP), and other relevant stakeholders for comments and inputs. The final proposal shall be approved by UNFPA and MOH.

3. To develop the implementation plan, based on the approved proposal. The plan should provide following details:

- Specific timelines with a detailed travel plan for field work and data collection
- Pretest and revision (if required) of collection tools and survey protocols (e.g., survey questionnaires, data collection forms, and data collector training manual)
- A quality control procedure to closely monitor the data collection process
- Plan to provide training for data collectors and field supervisors on the data collection tools and procedures to ensure that they are equipped with essential skills and knowledge to conduct the study.
- A risk management plan that presents a clear strategy to cope with possible difficulties when identifying and interviewing respondents
- A detailed data collection plan together with the revised data collection tools will be submitted to UNFPA for approval before the commencement of field work and data collection

4. To conduct field work and data collection

The research team will conduct field work in the selected sites, based on the approved research protocol, data collection tools, and implementation plan. The research team will provide necessary training for data collectors and field supervisors. The training should cover the following areas: sampling methods, participants' recruitment, the consent procedure, and guidelines to collect data. The research team may need further consultation with concerned staff at UNFPA and MOH during the implementation of field work and data collection. In addition, the conduct of field work and data collection, and the entire study must strictly comply with the Ethical Codes of Conduct for UNEG/UNFPA (Annex 1).

5. To conduct data analysis based on methods developed in the proposal

Data analysis should be undertaken in 3 sequential steps: exploratory analysis, descriptive analysis, and inferential analysis. Appropriate descriptive and inferential analyses will be performed in order to answer the pre-determined research questions.

6. Present key findings and produce a research report

The research team will prepare and deliver a 30-minutes presentation of key findings and prepare a draft report for comments and inputs from UNFPA, MOH, and other relevant stakeholders. After that, a full report (see the outlines in annex 2) accompanied by a policy brief will be finalised and submitted.

V. EXPECTED OUTPUTS/PRODUCTS

The selected research institution is required to submit the following outputs/products:

- Presentations of key evaluation findings, implications, and recommendations in both Vietnamese and English at consultative and dissemination meetings/workshops;
- A clear and concise 50-page (double spaced) full report in both English and Vietnamese (both hardcopy and electronic files are required) with an executive summary (maximum of 2 pages);

- A policy brief presenting key findings and recommendations;
- Electronic copy of clean data collected for this study;
- The main deliverable outputs and tentative timelines for this consultancy service are as follows:

	Tasks	Timelines
1	Submit a technical proposal detailing the sample size and sampling procedures, the survey protocol, and a concrete field work plan and a financial proposal	20 April, 2015
2	Review the proposal and select an institution	30 April
3	Develop a detailed research proposal	May, 2015
4	Develop data collection tools and data collection plan	June, 2015
5	Conduct field work and data collection	July - August, 2015
6	Present key findings and submit the draft report	September, 2015
7	Submit the final report and policy brief	November, 2015

VI. INTENDED USES AND USERS

Findings and recommendations from this study will be used by UNFPA, national partners, including MOH, GOPFP, NGOs, Provincial Departments of Health, and service providers for the development of appropriate policies and programs to prevent contraceptive use discontinuation and reduce unintended pregnancy and abortion.

VII. REQUIREMENTS FOR THE RESEARCH INSTITUTION AND RESEARCH TEAM

1. Requirements for the research institution

- Have clear governing bodies including organisation chart – staff size for undertaking the consultancy work;
- Have appropriate project management capacity including financial management system;
- Have appropriate staff skills and expertise in conducting large scale and high quality scientific research and disseminating findings to various audiences, especially policy or decision makers in developing countries, including Vietnam;
- Have prior experience in conducting research to generate evidence for policy development in developing countries, preferably in Vietnam, particularly in the field of maternal health and family planning;
- Demonstrated strong experience in disseminating research findings to policy and decision makers in developing countries, including Vietnam;
- Have a strong established network with local research institutions in Vietnam (for international institution);
- Have extensive experience in working with UN agencies and/or other international development agencies; prior work experience with UN agencies in Vietnam is an advantage, but not necessary.

2. Requirements for the research team

The research institution should nominate a research team consisting of one team leader, at least 1 senior researcher as a team member, and a team of data collectors and field supervisors.

Research team leader should have the following qualifications and experiences:

- A PhD degree in population and health, reproductive health, epidemiology, or social sciences, with advanced training in population health research methods and statistics;
- Demonstrated sound knowledge on sexual and reproductive health and family planning issues in developing countries, preferably in Vietnam;
- At least 10 years of work experience in sexual and reproductive health and family planning research, including experience in leading a large community-based survey;
- At least 10 years of work experience in developing data collection and assessment tools, survey design and implementation;
- Advanced statistical skills, able to develop applied multilevel statistical models at the population level;
- Demonstrated excellent writing skills in both English, evidenced in being the first author or senior author of peer-reviewed publications in international journals and technical reports;
- Excellent verbal communication skills in English

Research team members should have the following qualifications and experiences:

- A postgraduate degree (preferably a PhD degree) in population health, reproductive health, epidemiology, or social sciences;
- At least 5 years of work experience in sexual and reproductive health and family planning research, including experience in participating in a large community-based survey;
- Demonstrated experience in conducting population-based surveys, including experience in conducting field work and data collection;
- Demonstrated knowledge on sexual and reproductive health and family planning issues in Vietnam;
- Demonstrated excellent written and spoken English and Vietnamese;
- A track record of publications in international peer-reviewed journals and technical reports.

Research data collectors/field supervisors should have the following qualifications and experiences:

- A recognized degree (secondary to bachelor levels) in population health, reproductive health, or social sciences
- At least 2 years of working experience in collecting data in a community-based survey.
- Demonstrated knowledge on sexual and reproductive health and family planning
- Fluency in written and spoken Vietnamese

VII. ADMINISTRATION AND LOGISTICS SUPPORT

To carry out these tasks, the selected national research team will work closely with UNFPA and MOH responsible staff to ensure that the quality of data collected and the report will meet the requirements of UNFPA and MOH.

To assist the research team in conducting the field work and data collection, UNFPA will:

- Assign a program officer to act as focal point with the selected research institution.
- Support the research institution to work with MOH in conduct the field work and data collection
- Monitor the study to ensure the progress and the quality of the consultancy service and provide technical inputs/comments in appropriate manner.
- Provide the selected research institution with relevant background documents, templates for research proposal, technical report and other related materials

VIII. PAYMENT TERMS

A service contract will be signed between UNFPA Viet Nam and the selected research institution. Payment will be made based on the amount proposed by the selected institution and approved by UNFPA. Payment will be made in three installments as below:

- **The first installment:** maximum of 20% of the contract value will be transferred to the contractor upon the signing of the contract
- **The second installment:** 30% of the contract be transferred to the contractor upon the approval of data collection plan, survey protocols, and the field-work budget.
- **The final installment:** The remaining 50% of the contract value will be disbursed after all final products are delivered by the research institution and accepted by UNFPA and MOH.

ANNEXES OF THE TOR

Annex 1: Ethical Code of Conduct for Study/Research

Study/Research of UNFPA-supported activities need to be independent, impartial and rigorous. Each study/research should clearly contribute to learning and accountability. Hence researchers/evaluators must have personal and professional integrity and be guided by propriety in the conduct of their business.

Study/research team:

1. To avoid conflict of interest and undue pressure, researchers need to be independent, implying that members of a study/research team must not have been directly responsible for the policy-setting/programming, design, or overall management of the subject of study/research, nor expect to be in the near future. Researchers must have no vested interests and have the full freedom to conduct impartially their study/research work, without potential negative effects on their career development. They must be able to express their opinion in a free manner.
2. Should protect the anonymity and confidentiality of individual informants. They should provide maximum notice, minimize demands on time and respect people's right not to engage. Researchers must respect people's right to provide information in confidence, and must ensure that sensitive information cannot be traced to its source. Researchers are not expected to evaluate individuals, and must balance an evaluation of management functions with this general principle.
3. Studies/researches sometimes uncover evidence of wrong doing. Such cases must be reported discreetly to the appropriate investigative body.
4. Should be sensitive to beliefs, manners and customs and act with integrity and honesty in their relations with all stakeholders. In line with the UN Universal Declaration of Human Rights, researchers must be sensitive to and address issues of discrimination and gender equality. They should avoid offending the dignity and self-respect of those persons with whom they come in contact with in the course of the study/research. Knowing that study/research may negatively affect the interests of some stakeholders, researchers should conduct the study/research and communicate its purpose and results in a way that clearly respects the stakeholders' dignity and self-worth.
5. Are responsible for the clear, accurate and fair written and/or oral presentation of study limitations, evidence based findings, conclusions and recommendations.

Annex 2. Suggested Outline of a Report for Study/Research

Title page

Table of Contents

Acknowledgements

List of acronyms

Executive summary: maximum 2 pages

Introduction

Methods

Findings

Discussion

Recommendations

Annexes (if any)

Annex 3: Evaluation Criteria for Technical Proposal

Form 1: Expertise and Capacity of institution submitting proposal

Form 2: Adequacy of the proposed approach, methodology and work-plan responding to the TORs

Form 3: Personnel competencies

Technical Proposal Evaluation Form 1		[A] Maximum Points	[B] Points attained by the Bidder	[C] Weighting %	[B] x [C] = [D] Total Points
Expertise and Capacity of institution submitting proposal		105		15%	
1.1	<i>Have clear governing bodies, and appropriate project management capacity including financial management system</i>	20			
1.2	<i>Have appropriate staff skills and expertise</i>	30			
1.3	<i>Have at least 5 years of experience in conducting large-scaled surveys and studies in sexual and reproductive health, especially the area of quality of care</i>	20			
1.4	<i>Have demonstrated strong experience in disseminating research findings to policy and decision makers in developing countries, preferably in Vietnam</i>	20			
1.5	<i>Have extensive experience in working with UN agencies and development partners</i>	15			
Sub-score 1		105			
Technical Proposal Evaluation Form 2					
Adequacy of the proposed approach, methodology, work plan and quality control responding to the TORs		490		70%	
2.1	<i>Comprehensiveness and appropriateness of the overall plan to accomplish the desired objectives of the terms of references (TORs)</i>	30			
2.2	<i>Clear and appropriate the sampling procedures</i>	60			
2.3	<i>Clear definition of key indicators and methods to measure these indicators:</i> <ul style="list-style-type: none"> - Six elements of quality of care - Client satisfaction - Contraceptive discontinuation rate - Contraceptive failure rate 	60			
2.4	<i>Appropriate framework guiding the contents of the survey questionnaires and data analysis plan</i>	40			

2.5	<i>Clear methods to develop research instruments to ensure the questionnaires are in line with internationally accepted research instruments and the questionnaires reflect the objectives and scope of works</i>	50			
2.6	<i>Clear approach and plan for pretesting, validating and finalizing the questionnaire, adapting to the local context.</i>	40			
2.7	<i>Appropriate data collection process and plan including criteria for recruiting data collectors</i>	30			
2.8	<i>Appropriate plan for conducting training for data collectors on research instruments</i>	40			
2.9	<i>Clear and appropriate approach and plan for quality assurance of data collection and data entry</i>	40			
2.10	<i>Clear data analysis plan and methods including methods for assessment of data quality and appropriate analytical tools for answering the stated objectives described in the TORs</i>	60			
2.11	<i>Clear plan for completing different drafts of survey report</i>	20			
2.12	<i>Appropriate plan for presentation of preliminary and final findings at meetings/workshops</i>	20			
Sub-score 2		490			

Technical Proposal Evaluation Form 3		[A] Maximum Points	[B] Points attained by the Bidder	[C] Weighting %	[B] x [C] = [D] Total Points
Personnel competencies		105		15%	
3	Consultant(s)' qualifications and experiences required for the services	<i>Sub-score for each consultant</i>			
3.1	Team leader/principle researcher: <ul style="list-style-type: none"> A PhD degree in population and health, reproductive health, epidemiology, or social sciences, with advanced training in population health research methods and statistics; Demonstrated sound knowledge on sexual and reproductive health and family planning issues in developing countries, preferably in Vietnam; At least 10 years of work experience in sexual and reproductive health and family planning research, including experience in leading a large community-based survey; At least 10 years of work experience in developing data collection and assessment tools, survey design and implementation; Advanced statistical skills, able to develop applied multilevel statistical models at the population level; Demonstrated excellent writing skills in both English, evidenced in being the first author or senior author of peer-reviewed publications in international journals and technical reports; Excellent verbal communication skills in English 	50			
3.2	Research team members: <ul style="list-style-type: none"> A PhD degree in population health, reproductive health, epidemiology, or social sciences; At least 5 years of work experience in sexual and reproductive health and family planning research, including experience in participating in a large community-based survey; Demonstrated experience in conducting population-based surveys, including experience in conducting field work and data collection; Demonstrated sound knowledge on sexual and reproductive health and family planning issues in Vietnam; Demonstrated excellent written and spoken English and Vietnamese; A track record of publications in international peer-reviewed journals and technical reports. 	40			

3.3	Data collectors/field supervisors <ul style="list-style-type: none"> • A recognized degree (secondary to bachelor levels) in population health, reproductive health, or social sciences • At least 2 years of working experience in collecting data in a community-based survey. • Demonstrated knowledge on sexual and reproductive health and family planning • Fluency in written and spoken Vietnamese 	15			
	Sub-score 3	105			
	Grand Total All Criteria (1+2+3)	700		100%	

Please note that points will be given separately for each key consultant of the proposed team basing on supplied CVs that detail qualifications, relevant professional and consultancy experience as well language competence (certificates of language competence to be enclosed, if any) of the key consultants.

ANNEX III: BID SUBMISSION FORM

To: UNFPA
Address: Tenancy A1, Golden Westlake Executive Residences
151 Thuy Khue Street, Ba Dinh District
Hanoi, Vietnam

Dear Sir / Madam,

The undersigned, having read the solicitation documents of Request for Proposal **UNFPA/VNM/15/02**, hereby offers to provide the services, in accordance with any specifications stated and subject to the Terms and Conditions set out or specified in the document.

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

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

We understand that you are not bound to accept any bid you may receive and that a bidding contract would result only after final negotiations are concluded on the basis of the technical and price bids proposed.

Dated thisday of[year].

Signature:

Name:

Title:

Company Name:

Email address

ANNEX IV: BIDDERS IDENTIFICATION FORM

RFP UNFPA/VNM/15/02

1. Company/Institution Name: _____
2. Address, Country: _____
3. Telephone: _____ Fax _____ Website _____
4. Date of establishment: _____
5. Name of Legal Representative: _____
6. Contact Person: _____ Email: _____
7. Type of Company: Natural Person ☐ Co.Ltd. ☐ Other ☐ _____
8. Organizational Type: Manufacturer ☐ Wholesaler ☐ Trader ☐ Academic training: ☐ _____
9. Number of Staff: _____
10. Years supplying services to UN organizations: _____ and to UNFPA: _____
11. Subsidiaries in the region:
Indicate name of subsidiaries and address
 - a) _____
 - b) _____
 - c) _____
12. Official representative in Viet Nam (if any)
Name: _____
Address: _____
Telephone: _____ Fax: _____

ANNEX V: FORMAT OF BIDDER'S PREVIOUS EXPERIENCE AND CLIENTS

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

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

ANNEX VI: TECHNICAL BID

Suggested outline of the technical bid to be submitted by the institution/firm

1. Overview/introduction

An overview of what and how to conduct the study/research by the institution.

2. Objectives and key questions of study/research

Overall objective.

Specific objectives.

Key study questions/indicators.

3. Design and methodology

Scope and focus.

Study/research design (explanation of methodological choice, including the constraints and limitations), study sites, and sampling design.

Techniques and tools for data collection and data analysis.

Participatory stakeholders' consultation process.

Ethical issues.

4. Organization and implementation of study/research

Detailed workplan.

How to organize/implement and manage this study/research.

Quality control.

Accountabilities of study/research team/consultants.

5. Study/research team

Specify the composition of the study/research team (e.g., number of team members, team leader with key tasks in conducting this study/research). For the individual members' profile, the table format 2 can be used for the summary of each consultant/CV in each position in this study/research.

6. Final Products

List of final products/Results with the deadlines

Report outline (in annex)

ANNEX VII: PRICE SCHEDULE FORM

Please refer to the following format for preparing the Price Schedule in Excel spreadsheet.

PRICE SCHEDULE FORM RFP No. UNFPA/VNM/15/02

The Bidder is required to submit the Financial Bid separately from the rest of the RFP as indicated in the Instructions to Bidders.

The Financial Bid must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Item	Description	Number & Description of Staff by Level	Daily Rate (US\$ or VND)	Days to be Committed	Total Amount (US\$ or VND)
1. Steps					
TOTAL PROFESSIONAL FEES					
2. Estimated out-of-pocket expenses					
TOTAL OUT-OF-POCKET EXPENSES					
TOTAL FEES (Professional + out-of-pocket expenses)					

*** All related taxes are included in the offered prices.**

Signature of Bidder _____

Name and title _____

ANNEX VIII: UNFPA GENERAL CONDITIONS FOR CONTRACT

Contracts for the provision of services

1. LEGAL STATUS OF THE PARTIES: UNFPA (a subsidiary organ of the United Nations established by the General Assembly in resolution 3019 (XXVII)) and the Contractor shall also each be referred to as a “Party” hereunder, and:

- 1.1. Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
- 1.2. The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNFPA, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. 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:

- 2.1 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.
- 2.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNFPA, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
- 2.3 At the option of and in the sole discretion of UNFPA:
 - 2.3.1 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;
 - 2.3.2 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,
 - 2.3.3 in cases in which, pursuant to Article 2.3.1 or 2.3.2, above, UNFPA has reviewed the qualifications of such Contractor’s personnel, UNFPA may reasonably refuse to accept any such personnel.
- 2.4 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:
 - 2.4.1 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.

- 2.4.2 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.
- 2.4.3 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.
- 2.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
- 2.4.5 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.
- 2.4.6 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.
- 2.5 Nothing in Articles 2.2, 2.3 and 2.4, 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.
- 2.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNFPA shall:
- 2.6.1 undergo or comply with security screening requirements made known to the Contractor by UNFPA, including but not limited to, a review of any criminal history;
- 2.6.2 when within UNFPA premises or on UNFPA property, display such identification as may be approved and furnished by UNFPA, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNFPA for cancellation.
- 2.7 Within one working day after learning that any of Contractor's personnel who have access to any UNFPA premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNFPA about the particulars of the charges then known and shall continue to inform UNFPA concerning all substantial developments regarding the disposition of such charges.
- 2.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNFPA premises or on UNFPA property shall be confined to areas authorized or approved by UNFPA. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNFPA premises or on UNFPA property without appropriate authorization from UNFPA.

3. ASSIGNMENT:

- 3.1 Except as provided in Article 3.2, 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 UNFPA. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNFPA. Except as permitted with respect to any approved subcontractors, the Contractor

shall not delegate any of its obligations under this Contract, except with the prior written consent of UNFPA. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNFPA.

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

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

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

3.2.3 the Contractor promptly notifies UNFPA about such assignment or transfer at the earliest opportunity; *and*,

3.2.4 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.

4. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNFPA. UNFPA shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNFPA reasonably considers is not qualified to perform obligations under the Contract. UNFPA shall have the right to require any subcontractor's removal from UNFPA premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

5. INDEMNIFICATION:

5.1 The Contractor shall indemnify, defend, and hold and save harmless, UNFPA, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNFPA, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

5.1.1 allegations or claims that the possession of or use by UNFPA of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNFPA under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

5.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

5.2 The indemnity set forth in Article 5.1.1, above, shall not apply to:

5.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNFPA directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

5.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNFPA or another party acting under the direction of UNFPA made such changes.

- 5.3 In addition to the indemnity obligations set forth in this Article 5, the Contractor shall be obligated, at its sole expense, to defend UNFPA and its officials, agents and employees, pursuant to this Article 5, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.
- 5.4 UNFPA shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of the United Nations, including its subsidiary organs, or any matter relating thereto, for which only UNFPA itself is authorized to assert and maintain. UNFPA shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.
- 5.5 In the event the use by UNFPA of any goods, property or services provided or licensed to UNFPA by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:
- 5.5.1 procure for UNFPA the unrestricted right to continue using such goods or services provided to UNFPA;
 - 5.5.2 replace or modify the goods or services provided to UNFPA, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,
 - 5.5.3 refund to UNFPA the full price paid by UNFPA for the right to have or use such goods, property or services, or part thereof.

6. INSURANCE AND LIABILITY:

- 6.1 The Contractor shall pay UNFPA promptly for all loss, destruction, or damage to the property of UNFPA caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.
- 6.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:
- 6.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
 - 6.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;
 - 6.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,
 - 6.2.4 such other insurance as may be agreed upon in writing between UNFPA and the Contractor.

- 6.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.
- 6.4 The Contractor acknowledges and agrees that UNFPA accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.
- 6.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNFPA, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:
- 6.5.1 name UNFPA as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
 - 6.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNFPA;
 - 6.5.3 provide that UNFPA shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and,
 - 6.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNFPA.
- 6.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
- 6.7 Except for any self-insurance program maintained by the Contractor and approved by UNFPA for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNFPA. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNFPA with evidence, in the form of certificate of insurance or such other form as UNFPA may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNFPA reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 6.5.3, above, the Contractor shall promptly notify UNFPA concerning any cancellation or material change of insurance coverage required under the Contract.
- 6.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

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 of 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 its subsidiary organs, 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 the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 16 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.
- 13.2 UNFPA may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNFPA applicable to the performance of the Contract or the funding of UNFPA applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNFPA may terminate the Contract without having to provide any justification therefor.
- 13.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNFPA, the Contractor shall, except as may be directed by UNFPA in the notice of termination or otherwise in writing:
- 13.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;
 - 13.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
 - 13.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNFPA and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;
 - 13.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;
 - 13.3.5 transfer title and deliver to UNFPA the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;
 - 13.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNFPA thereunder;
 - 13.3.7 complete performance of the work not terminated; *and*,
 - 13.3.8 take any other action that may be necessary, or that UNFPA may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNFPA has or may be reasonably expected to acquire an interest.
- 13.4 In the event of any termination of the Contract, UNFPA shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNFPA shall not be liable to pay the Contractor except for those goods delivered and services provided to UNFPA in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNFPA or prior to the Contractor's tendering of notice of termination to UNFPA.

13.5 UNFPA may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

13.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

13.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

13.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

13.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

13.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

13.5.6 UNFPA reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

13.6 Except as prohibited by law, the Contractor shall be bound to compensate UNFPA for all damages and costs, including, but not limited to, all costs incurred by UNFPA in any legal or non-legal proceedings, as a result of any of the events specified in Article 13.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNFPA of the occurrence of any of the events specified in Article 13.5, above, and shall provide UNFPA with any information pertinent thereto.

13.7 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 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:

19.1 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 the 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 the Contract shall be valid and enforceable against UNFPA unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief of the Procurement Services Branch of UNFPA or such other contracting authority.

19.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 19.1, above.

19.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UNFPA nor in any way shall constitute an agreement by UNFPA thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 19.1, above.

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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ANNEX IX: UNFPA MODEL CONTRACT FOR PROFESSIONAL SERVICES

CONTRACT BETWEEN

THE UNITED NATIONS POPULATION FUND

AND

OFFICIAL NAME OF THE CONTRACTOR

This Contract dated is made

BETWEEN

- (i) the **UNITED NATIONS POPULATION FUND** a subsidiary organ of the General Assembly of the United Nations in terms of Article 22 of the Charter of the United Nations, with its Headquarters at 605, Third Avenue, NY10158, New York, USA (hereinafter referred to as “UNFPA”);

and

- (ii) **[official name of company in full]**, a company incorporated in **[country]**, with its registered office at **[address]** (hereinafter referred to as “**the CONTRACTOR**”);

(Both hereinafter separately and jointly referred to as the “Party” or the “Parties”).

WITNESSETH

WHEREAS, UNFPA wishes to engage the services of **the CONTRACTOR** in order to perform services in respect of **[insert summary description of the services]** as explained under **Annex II** of this contract. (hereinafter referred to as the ‘**Services**’);

WHEREAS, **the CONTRACTOR**, represents that it possesses the requisite knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, able and willing to undertake and provide the Services according to the terms and conditions as provided herein;

NOW, THEREFORE, in consideration of their mutual covenants and subject to the terms and conditions set forth below, the Parties agree as follows:

Article 1: Purpose of the Services

- 1.1 The purpose of this Contract is to perform services for UNFPA on **[Describe the technical characteristics and depict the intended use of the services to be provided and the equipment]**

and/or material to be used/installed. It is advisable to describe the technical characteristics of the services in terms of operation capability. When possible use specifications and standards to better define the scope of the contract.

Article 2: Contract Documents

(Delete/amend Annexes which are not applicable as appropriate)

2.1 This Contract together with the Annexes as enumerated below constitutes the entire contract between UNFPA and **the CONTRACTOR**.

- 2.1.1 Annex I: UNFPA General Conditions for Contracts for the Provision of Services/ Goods and Services/ De Minimis Contracts *(Select the applicable version)* as published with **RFP UNFPA/VNM/YY/XXX**
- 2.1.2 Annex II: UNFPA Terms of Reference as published with **RFP UNFPA/VNM/ YY/XXX**
- 2.1.3 Annex III: the CONTRACTOR's Technical proposal dated **DATE OF THE PROPOSAL** in response to **RFP UNFPA/VNM/ YY/XXX** incorporated herein by this reference.
- 2.1.4 Annex IV: the CONTRACTOR's Financial proposal dated **DATE OF THE PROPOSAL** in response to **RFP UNFPA/VNM/ YY/XXX** incorporated herein by this reference.
- 2.1.5 Annex V: UNFPA's Responses to the Questions Received from Prospective Bidders against the **RFP UNFPA/VNM/ YY/XXX**
- 2.1.6 Annex VI: Clarification from the CONTRACTOR on their **Financial/Technical** proposal dated **DATE OF THE PROPOSAL** in response to the **RFP UNFPA/VNM/ YY/XXX**
- 2.1.7 Annex VII: Template of UNFPA Purchase Order.

2.2 This Contract and its Annexes constitute the entire understanding and agreement between and by the Parties concerning the subject matter of this Contract and supersedes all contemporaneous or prior representations, negotiations and understandings.

Article 3: Obligations of the CONTRACTOR

- 3.1 **The CONTRACTOR** shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with this Contract.
- 3.2 **The CONTRACTOR** shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

- 3.3 **The CONTRACTOR** shall submit to **UNFPA** the deliverables specified hereunder according to the following schedule:

DELIVERABLES	DEADLINE	RESPONSIBILITIES OF UNFPA	RESPONSIBILITIES OF THE CONTRACTOR

- 3.4 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by **the CONTRACTOR** by [MAIL, COURIER AND/OR E-MAIL] to the address specified in 9.4 below.
- 3.5 The **CONTRACTOR** represents and warrants the accuracy of any information or data provided to **UNFPA** for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.
- 3.6 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.

Article 4: Remuneration and Payments

- 4.1 As full compensation for the complete and satisfactory performance of the Services under this Contract, **UNFPA** shall pay **the CONTRACTOR** the fixed contract price as follows:

Currency: XXX
Total amount in figures: XXX
Total amount in words: XXX

- 4.1.1 The contract value mentioned above is the fixed contract price which will be paid to **the CONTRACTOR** to fulfill all the requirements of the **Annex II** including normal and acceptable deviations on the depth of the work to the satisfaction of **UNFPA**. This fixed contract price is inclusive of all applicable cost of material, professional charges, allowances, travel related costs and any other miscellaneous expenses applicable.
- 4.1.2 **UNFPA** will issue annual Purchase Orders before commencing annual service deliveries. Only Purchase Orders made pursuant to this Contract and only for the services stipulated in such Purchase Orders will constitute a commitment on **UNFPA**'s part. **The CONTRACTOR** should not accept any work from **UNFPA** under this

Contract without receiving an official Purchase Order of UNFPA. An email, a Memo or official letter will not be treated as an official Purchase Order. (Please refer **Annex VII** for a Sample Purchase Order of UNFPA) ***(Delete if not applicable. Remember to delete Annex VII from Article 2.1 too.)***

4.1.3 Any additional expenditure should be incurred by **the CONTRACTOR** after communicating and agreeing with UNFPA. Such additional expenses should be well justified and established based on pre agreed rates (**Annex IV**) as applicable.

4.1.4 ***(Should be used only if the travel related expenses are agreed to be handled separate from the fixed contract price mentioned under Article 4.1 above. Delete if not applicable)***

(Following options are available. Please use the most appropriate clause to the case being handle, giving due consideration for the best interest of the organization and how the matter was treated at RFP(solicitation) stage.)

Travel related expenses will be reimbursed to the Contractor upon submission of original Invoices. (The actual cost or the projected expenditure per the financial proposal (**Annex IV**) from the Contractor whichever is the lower)

OR

Travel related expenses (Travel tickets, DSA and terminal expenses) will be processed strictly per the UN travel rules and regulations **should the contractor will be requested to travel under this contract. Expenses associated with such travels** are not included in the contract value mentioned above under Article 4.1. The Contractor should contact the UNFPA focal point on Technical/ Operational matters provided under clause 9.4 for instructions before making travel arrangements.

OR

The sub budget total provided above under Article 4.1 for travel related expenses; USD XXXXX under Article 4 will be the maximum budget ceiling acceptable for travel related expenses. The actual expenses will be reimbursed to the contractor on submission of detail expenditure report together with required supporting document, subject to the maximum expenditure ceiling provided above. The contractor is requested to use the most direct and cheapest options for international travels after collecting three quotations for each mission.

OR

The travel related expenses will be reimbursed based on the actual values and the maximum expenditure reimbursable on each mission will be decided based on the UN travel rules and regulations.

- 4.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by **the CONTRACTOR** in the performance of the Contract.
- 4.3 Payments effected by **UNFPA** to **the CONTRACTOR** shall not be deemed to relieve **the CONTRACTOR** of its obligations under this Contract nor as an acceptance of UNFPA of the **CONTRACTOR**'s performance of the Services.
- 4.4 UNFPA shall effect payments to **the CONTRACTOR** after satisfactory completion of the deliverables stipulated under Article 3.3 and acceptance by UNFPA of the deliverables and invoices submitted by **the CONTRACTOR** to the address specified in Article 9.4 (to the focal point on Technical and Operational matters) below, upon achievement of the corresponding milestones and for the following amounts:

Milestone	Amount	Target date
Ex: Upon submission of the final Inception Report to the satisfaction, and the acceptance of UNFPA and submission of associated invoice.		

Invoices will indicate the milestones achieved and corresponding amount payable.

- 4.5 Payments made by UNFPA shall be made to the **CONTRACTOR**'s following bank account:

Name of Bank:

Bank Address:

Account Name:

Account Number:

Bank ID:

SWIFT Code for non-US Banks:

Currency

- 4.6 Without any prejudice to any other rights or remedies that UNFPA may have under this Contract, UNFPA may withhold payments to **the CONTRACTOR** if the Services are not performed in accordance with this Contract until **the CONTRACTOR** has remedied such performance. The withholding by UNFPA of any payment shall not, unless UNFPA decides to terminate the Contract, relieve **the CONTRACTOR** of its obligations to continue performance under this Contract.
- 4.7 All Stipends and other allowances, if any, to be paid by UNFPA are to be compensated for at rates not to exceed any current applicable governing rates within the United Nations System.

Article 5: General

- 5.1 **The CONTRACTOR** shall not do any work, provide equipment, materials or supplies or perform any other services which may result in any charges in excess of the above mentioned amounts without the prior written agreement of UNFPA [*include UNFPA staff member in charge- Chief of Procurement for HQ procurements*].
- 5.2 The purchase of equipment and supplies under this Contract, if applicable, will be executed in accordance with procedures established by UNFPA, unless UNFPA is satisfied that **the CONTRACTOR's** own procurement procedures and practices adequately demonstrate the required levels of integrity, fairness and transparency.
- 5.3 **The CONTRACTOR** will maintain, within the contracting period of time, detailed financial records, which clearly identify all funds received from UNFPA and expended by **the CONTRACTOR** for the implementation of the Contract. **The CONTRACTOR** is also required to ensure that adequate systems of internal control are put in place to ensure the financial management of this contract is conducted with the required level of due diligence.

Article 6: Special Conditions

[Insert any special conditions if applicable. Example of sentence introducing special conditions:

Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.]

Proposed special conditions associated with security requirements linked with travel. (Delete if not applicable)

6.1 Security

- 6.1.1 **The CONTRACTOR** shall be fully responsible for the safety and security of personnel and for the safekeeping of all equipment and supplies in the custody of **the CONTRACTOR or Personnel**.
- 6.1.2 **The CONTRACTOR** shall ensure that the Personnel abide by all security regulations, policies and procedures of the United Nations applicable to its performance under this Contract. UNFPA shall inform and, to the extent necessary, update **the CONTRACTOR** for prevailing United Nations security regulations, policies and procedures from time to time. **The CONTRACTOR** shall schedule its activities and performance and provide the relevant UNFPA office with sufficient advance notice of any activities, including movements of Personnel or equipment to enable the relevant UNFPA office to obtain all necessary authorization(s).
- 6.1.3 To the extent that the United Nations security regulations, policies and procedures prevailing in the Mission Area, or any part or parts thereof, require that any activities and/ or movements of personnel, equipment or supplies may only take place in the company of a security escort,

UNFPA shall be responsible for providing such security escort upon the same terms and conditions as such escorts are provided to United Nations personnel. **The CONTRACTOR** shall ensure that all Personnel comply with all orders and directives issued by such security escorts.

6.1.4 The UNFPA may, at its sole discretion, consent to the inclusion of Personnel in the UNFPA security plan to the extent that it applies within the Mission Area on the same terms that are offered to implementing partners of UNFPA. Notwithstanding this provision, **the CONTRACTOR** acknowledges and agrees that the UNFPA shall have no obligation to evacuate Personnel from the Mission Area in case of emergency or due to security developments. However, in case of emergency that require the evacuation of Personnel from the Mission Area, the UNFPA shall assist **the CONTRACTOR**, to the extent feasible, in obtaining any necessary landing clearances from the relevant authorities.

6.1.5 Notwithstanding the foregoing, **the CONTRACTOR** acknowledges and agrees that the UNFPA shall not be liable to **the CONTRACTOR**, or Personnel, in connection with the provision, or failure to provide, any security assistance pursuant to this [Article 6.1](#), or otherwise, and **the CONTRACTOR** shall indemnify, defend, hold and save harmless the UNFPA and its officials, employees and agents from and against any claim or liability of any nature arising in respect of any security or security related incident, including without limitation, the death, injury or illness of any Personnel, or the loss, damage, destruction, sabotage or theft of any equipment or supplies in the custody of **the CONTRACTOR** or Personnel. The foregoing indemnity is without prejudice to any other indemnity provided by **the CONTRACTOR**, or any other rights or remedies of the UNFPA, under this Contract.

6.1.6 Communication Associated with Security Issues

Operational arrangements on security issues should be confirmed to all stakeholders including the focal points identified under section [9.4](#) of this Contract through email communication on timely manner.

Article 7: Entry into force and duration of contract

- 7.1 This Contract shall become effective upon its signature by both Parties
- 7.2 The term of this Contract will commence on [insert date] and will remain in force for a period of [...] year(s) unless terminated earlier in accordance with Article ... of UNFPA's [General Conditions for Contracts for the Provision of Services/ Goods and Services/ De Minimis Contracts \(Annex 1\)](#). [\(Select the appropriate version\)](#)
- 7.3 All time limits contained in the Contract shall be deemed to be of the essence in respect of the performance of the Services.
- 7.4 Termination or expiry of this Contract or part thereof will not affect any accrued rights or liabilities of either Party nor will it affect the coming into force or continuation in force of any provision of this Contract which expressly or by implication is intended to come into or continue in force on or after such termination.

Article 8: Amendment

Any modification to this Contract shall require an amendment in writing between both Parties duly signed by the authorized representative of the CONTRACTOR and *[include name and position of UNFP staff member- Chief of Procurement for HQ procurements]* on behalf of UNFPA or her/his duly authorized representative.

Article 9: Miscellaneous

9.1 UNFPA is committed to preventing, identifying and addressing all acts of fraud against UNFPA as well as third parties involved in UNFPA activities.

9.2 *[Use this text if bid is to be issued by Procurement Services Branch, otherwise delete and use text for CO/RO]* Suppliers perceiving that they have been unjustly treated in connection with the solicitation or award of a contract may lodge a complaint directly to the Chief, Procurement Services Branch at procurement@unfpa.org, who will then make an assessment of the complaint and provide a reply to the Supplier within a week and, if required, advise the Supplier on further recourse.

[Use this text if bid is to be issued by CO/RO, otherwise delete and use text for PSB]: Suppliers perceiving that they have been unjustly treated in connection with the solicitation or award of a contract may lodge a complaint directly with the UNFPA Head of Office at *[enter email address]*. The UNFPA Head of Office will then make an assessment of the complaint and provide a reply to the supplier within a week. If the supplier is not satisfied with the reply provided by the UNFPA Head of Office, the supplier may escalate the complaint to the Chief, Procurement Services Branch at procurement@unfpa.org, who will reply to the supplier within a week and advise the Supplier on further recourse if required.

9.3 No terms or provisions of this Contract will be deemed waived and no breach excused, unless such waiver or excuse is in writing and signed by the Parties giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Contract shall constitute a consent to, excuse or waiver of any other subsequent breach.

9.4 Any notice, request or approval required or permitted to be given or made under the Contract shall be made in writing in the English language. Such notice, request or approval, shall be deemed to be duly given or made when it shall have been delivered by either (i) personal delivery against receipt, (ii) recognized overnight delivery service, (iii) postage prepaid, return receipt requested certified mail, (iv) facsimile, or (v) email, addressed to the party or parties for whom intended at the addresses shown below or such other addresses as intended recipient previously shall have designated by written notice previously given pursuant to the Contract.

For UNFPA:

Contractual Matters:	Technical / Operational Matters:
Name, Title, Branch/ Division UNFPA, Address Tel: Email:	Name, Title, Branch/ Division Name of the CONTRACTOR, Address Tel: Email:

For the CONTRACTOR:

Contractual Matters:	Technical / Operational Matters:
Name, Title, Branch/ Division UNFPA, Address Tel: Email:	Name, Title, Branch/ Division Name of the Contractor, Address Tel: Email:

- 9.5 Severability: If any provision of this Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- 9.6 UNFPA strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNFPA Contractors. Accordingly, any registered company that is found to have undertaken unethical, unprofessional or fraudulent activities, will be suspended or forbidden to continue business relations with UNFPA.
- 9.7 UNFPA requires that all Contractors observe the highest standard of ethics during procurement and execution of work. Pursuant to this policy, UNFPA defines the terms set forth as follows:
- (a) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution of a contract;
- (b) Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition.

UNFPA will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a UNFPA-financed contract/agreement if at any time it determines that the Supplier has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNFPA-financed contract/agreement.

- 9.8 Contractors, their subsidiaries, agents, intermediaries and principals must cooperate with the UNFPA Division for Oversight 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 Contract, and to debar and remove the CONTRACTOR from UNFPA's list of registered suppliers.
- 9.9 UNFPA has adopted a zero tolerance policy on gifts and hospitality. In view of this UNFPA personnel is prohibited from accepting any gift, even of a nominal value, including drinks, meals, food products, hospitality, calendars, stationery, transportation, recreational trips to sporting or cultural events, theme parks or offers of holidays, or and any other forms of benefits. The CONTRACTOR shall not offer any forms of gifts, hospitality or benefits to UNFPA personnel.
- 9.10 During the validity of this Contract, the CONTRACTOR shall inform UNFPA immediately, by written notice to procurement@unfpa.org, if it is debarred by the World Bank or suspended by any UN organization. Failure to fulfill this requirement will be considered as a breach of agreement and UNFPA reserves the rights to consider invalid any purchase orders issued during a suspension/debarment period.

Vendors listed on any of the following lists are considered ineligible by UNFPA:

- Vendor ineligibility list posted on the United Nations Global Market Place (UNGM).
 - UNPD Suspended Vendor List.
 - The World Bank's corporate procurement listing of non-responsible vendors and ineligible firms and individual.
 - Security Resolution 1267 List.
- 9.11 By signing this Contract, the CONTRACTOR agrees that UNFPA is free to share this Contract with other UN Agencies for their use in direct ordering.
- 9.12 For every Purchase Order, UNFPA shall publish on UNGM (<http://www.ungm.org>) the following information: Purchase Order Reference Number, Description of the Goods or Services procured, Beneficiary Country, Supplier Name and Country, Contract Value and Issue Date of the Purchase Order. *(Delete if not applicable)*
- 9.13 Currently UNFPA is requesting information on environmental policies and other environmental documentation in bids submitted by prospective vendors. In the long run it is UNFPA's intention to incorporate environmental and social criteria considerations into the

evaluation process. It is also UNFPA's intention over the long-term to request all suppliers to adhere to Global Compact requirements. Therefore, suppliers should begin to research and subscribe to this agreement. For more information or assistance with signing up for the Global Compact, please contact PSB at procurement@unfpa.org.

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

For UNFPA

For (CONTRACTOR)

Signature _____

Signature _____

Name _____

Name _____

Title/Date _____

Title/Date _____

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