

INTERNATIONAL TELECOMMUNICATION UNION



Request for Proposals

PROC-AB-0887-16-BDT

for

the provision of training services

on Capacity Building

for Anatel

Prospective vendors should be aware that ITU has and enforces a zero-tolerance policy concerning proscribed practices, including corruption, fraud, coercion, collusion, unethical behavior and obstruction. ITU adheres to the UN Supplier Code of Conduct which may be consulted at http://www.un.org/Depts/ptd/pdf/conduct_english.pdf. Prospective vendors hereby understand and accept that any submission sent to ITU constitutes agreement to abide by, observe and fully cooperate with the application of said Code of Conduct.

This Tender is published on United Nations Global Marketplace (www.ungm.org), the global portal to United Nations procurement. All further communication to potential vendors, including the contract award will be published on this portal. Unsuccessful vendors will not be informed individually that their Proposal was not retained.

Geneva, 12 August 2016



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Part I - Notice of Invitation

Dear Madam or Sir,

In response to a request from the Brazilian National Telecommunication Agency (hereinafter referred to as "Anatel" or the "Agency"), Brazil, the International Telecommunication Union (hereinafter referred to as the "ITU") issues the present Request for Proposals PROC-AB-0887-16-BDT for the provision of nine training services on Capacity Building for Anatel (hereinafter referred to as "Tender").

Detailed products to be delivered to ITU/Anatel are described in **Annexes 3-1 to 9** "Terms of Reference" to the present Tender. Any contract resulting from this Tender shall contain ITU General Terms and Conditions, herewith attached (**Annex 4**).

The Proposals shall be drafted in English language. Please note that the delivery of most of the trainings shall be made in Brazilian Portuguese and in the city of Brasilia, Brazil. Accordingly, the Successful Vendor shall undertake to obtain at its own risk and cost all necessary licenses and authorizations.

1. Intention to Tender

Vendors are kindly requested to complete and return the Acknowledgement Form (**Annex 1**) by the deadline of **Monday, 22 August 2016 at 15:00 hours (Geneva Time)** to the following e-mail addresses:

Mrs. Karima Benkirane-Demlek
Procurement Division
International Telecommunication Union
Place des Nations
CH-1211 Geneva 20
Switzerland

E-Mail: karima.benkirane@itu.int
CC: PROC@itu.int

2. Queries

Vendors requiring any clarification about the Tender document, including technical specifications of the trainings, or the tender process itself, shall submit their queries by the deadline of **Monday, 22 August 2016 at 15:00 hours (Geneva Time)**. All queries duly received, as well as the related ITU responses, will be published on the UNGM website (www.ungm.org).

3. Deadline for submission of Proposals

Deadline for submission of Proposals is **Monday, 5 September 2016 at 15:00 hours (Geneva Time)**. Proposals shall remain valid until a contract is signed with ITU.

All Proposals and queries must be submitted to the e-mail addresses referred in paragraph 1 above.

Yours faithfully,

Elisabeth Eckerstrom
Head, Procurement Division

Geneva, 12 August 2016



Part II - Bidding Conditions and Procedures

1. To be taken into consideration, the Proposal shall meet the following requirements:

- a) include a Formal Declaration (**Annex 2**), signed by the vendor's legal representative and bearing the vendor's official stamp/seal, certifying that all the terms and conditions of the Proposal, including the firm fixed price proposed, will remain valid until a contract is entered into with ITU.
- b) clearly state whether or not the services offered are conforming to the Terms of Reference given in **Annex 3 (1 to 9)**. Any discrepancies with the Terms of Reference given shall be stated and disclosed.
- c) Vendors shall describe in their proposals the approach, methodology and Work Plan for performing the assignment (See point 5, **Annex 3 (1 to 9)**).
- d) Vendors shall submit a proposal for one or more trainings as detailed in the Terms of Reference given in **Annex 3 (1 to 9)**.
- e) as set forth in the Training Activities Table, **Annex 5**, the trainings shall be provided in English or in Brazilian Portuguese.
- f) submit its firm fixed price in USD Dollars (**USD**) only for the provision of products and services required by **Annex 3 (1 to 9)**. No price variations will be allowed.

As set forth in **Annex 3 (1 to 9)** the proposed firm fixed price shall include all costs related to the complete delivery of the products and services, which will be made in Brasilia (Brazil). The firm fixed price should also include the proposal of insurance, inspection and any other concept that may incorporate the cost of the goods and services to be provided by the vendor. All prices quoted must be exclusive of all taxes (i.e. Value Added Tax) as ITU is a tax-exempt organization (see **section 15**).

- g) indicate eventual discount
- h) The premises for training delivery **have to be provided by the winners**.
- i) specify suggestions for the schedule and conditions of payment, with the understanding that such suggestions are only of indicative nature;
- j) it is expected that services' provision be initiated after the signature of the Contract. Vendor shall specify in its Proposal its availability to initiate services' provision since that date.
- k) indicate whether any import or export licenses and authorizations are required in respect of the requested goods and services to be provided / performed, including any restrictions on the country of origin. In this regard, vendors shall confirm that they have obtained licenses and authorizations of this nature in the past and have an expectation of obtaining all the necessary licenses and authorizations, should their Proposal be retained.

Please note that the Successful Vendor shall undertake to obtain at its own risk and expense all necessary export licenses and authorizations.

2. Vendors are expected to examine all corresponding instructions, forms, terms and specifications contained in the Tender. Failure to furnish all the information required or submission of a Proposal that does not comply with the Tender's requirements will be at the vendor's risk and may result in disqualification. In addition to the compulsory elements of each Proposal listed in **section 1** above, the vendor may append any document or data that in your vision is considered necessary.



3. Vendors must be aware that all equipment and services to be provided are for the benefit of the Brazilian Government under ITU's technical cooperation framework. As a result, all goods purchased will normally be transferred to the national partners, or to an entity nominated by it, in accordance with ITU's policies and procedures.
4. Vendors must take into consideration the holidays in Brazilian calendar for the second semester of 2016 when planning the delivery of the courses
5. Any requests for further clarification of this Tender shall be made in English language **in writing** by the deadline of **Monday, 22 August 2016 at 15:00 hours (Geneva Time)** to the following e-mail addresses:

E-mail: PROC@itu.int
Copy: karima.benkirane@itu.int

Subject: "Rfp PROC-AB-0887-16-BDT for the provision of training services on Building Capacity for Anatel – CLARIFICATIONS"

Only those queries received in writing, as well as ITU's relevant written replies, will be considered as an integral part of this Tender and will therefore be taken into consideration in the subsequent evaluation process. All queries duly received, as well as the related ITU responses, will be published in the UNGM website (www.ungm.org), without mention of the question's source.

6. Proposals must be submitted as PDF file in English language by the deadline of **Monday, 5 September 2016 at 15:00 hours (Geneva Time)**, to the following e-mail addresses:

E-Mail: karima.benkirane@itu.int
Copy: PROC@itu.int

Subject: "Rfp PROC-AB-0887-16-BDT for the provision of training services on Capacity Building for Anatel – PROPOSAL"

Proposals addressed to any other recipient will be rejected.

7. ITU reserves the right, for any reason and whether at its own initiative or in response to a clarification, to amend the Tender prior to the deadline for submission of Proposals. In order to afford reasonable time in which to take the amendments into account in preparing their Proposals, ITU may extend the deadline for the submission of Proposals. Prospective vendors shall check periodically if amendments or communications have been posted in the UNGM website.
8. Vendors may withdraw their Proposal after submission, provided that written notice of the withdrawal is received by ITU prior to the deadline for submission.
9. The ITU reserves the right to reject all or part of the Proposals received in good and due form, without being bound in any way to communicate its reasons to the vendors, who shall have no right of recourse against the final decision of the ITU. The ITU reserves the right to invalidate any Proposal received from a vendor who has previously failed to perform properly or complete contracts on time, or a Proposal received from a vendor who, in the opinion of ITU, is not in a position to perform the contract.
10. The ITU reserves the right to request a bank guarantee before the signature of the contracts with the winners.



11. Any Proposal registered after the expiration of the deadline will not be considered without any right of recourse or complaint. Vendors are solely responsible for ensuring that the Proposal reaches the ITU and is duly received before the above expiration date.
12. Proposals received within the above time limit and submitted in the form prescribed will be reviewed and evaluated by the ITU in a fair and impartial manner. The ITU will evaluate the duly submitted Proposals in accordance with instructions, requirements, deliverables and other factors indicated in the present Request for Proposals, in order to identify the substantially compliant and lowest priced proposals (see also Art. 7.3 below), based on the submitted documentary evidence that the Vendor is fully capable of performing the entire contract satisfactory.
13. ITU reserves the right to increase or decrease the quantity of the goods and/or services when awarding the contract and would not expect a significant variation of the firm fixed price submitted.
14. The Successful Vendor will be notified of the decision taken by ITU. After due signature of the contract between ITU and the contractor, ITU will publish the contract award on the UNGM website. Unsuccessful vendors will not be informed individually that their Proposal has not been retained.
15. Any Contract resulting from this Tender shall contain ITU General Terms and Conditions and any other specific terms and conditions detailed in this Tender. By submitting a Proposal, the vendor thereby agrees to abide by all the terms and conditions set forth in the present Tender, including **Annex 4** *"ITU General Term and Conditions"*.
16. ITU will make no payment whatsoever to any vendor for the preparation and submission of its Proposal or for any costs incurred in that respect; in particular, ITU will not refund the costs incurred by unsuccessful vendors.
17. Section 9 of the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations adopted by the General Assembly of the United Nations on 21 November 1947 exempts International Telecommunication Union (ITU) from all direct taxes, except charges for public utility services, as well as customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event that any governmental authority refuses to recognize ITU's exemption from such taxes, duties or charges, the vendor shall immediately consult with ITU to determine a mutually acceptable procedure. Accordingly, the vendor authorizes ITU to deduct from the vendor's invoice any amount representing such taxes, duties or charges, unless the vendor has consulted with ITU before the payment thereof and ITU has, in each instance, specifically authorized the vendor to pay such taxes, duties or charges under protest. In that event, the vendor shall provide ITU with written evidence that payment of such taxes, duties or charges has been made and authorized.
18. Payment will be made upon ITU's acceptance of the work performed. The terms of payment are Net 30 days, after receipt of invoice and acceptance of work. Payment will be effected by bank transfer in US Dollars. Proposals may include any offered discounts based on earlier payment, if available.
19. By submitting a Proposal the vendor certifies that the ITU, for contracts resulting from this Tender, is not being charged more than other clients for similar goods and similar services within similar circumstances.
20. The ITU requires that all vendors observe the highest standard of ethics during procurement and execution of the work. Prospective vendors should be aware that ITU enforces a zero-tolerance policy concerning proscribed practices, including corruption, fraud, coercion, collusion, unethical



behavior and obstruction. ITU adheres to the **UN Supplier Code of Conduct** which may be consulted at http://www.un.org/Depts/ptd/pdf/conduct_english.pdf. Prospective vendors hereby understand and accept that any submission sent to ITU constitutes agreement to abide by, observe and fully cooperate with the application of said Code of Conduct. Accordingly, any company that is found to have undertaken unethical, unprofessional or fraudulent activities will be suspended or forbidden from continuing business relations with ITU.

21. ITU supports the **UN Global Compact Initiative** (<http://www.unglobalcompact.org/index.html>), a strategic policy initiative for businesses that are committed to aligning their operations and strategies with ten universally accepted principles in the areas of human rights, labour, environment and anti-corruption. ITU encourage vendors to sign up with the UN Global Compact 21. Vendors shall not offer gifts or hospitality to ITU staff members. Recreational trips to sporting or cultural events, transportation or invitations to extravagant lunches or dinners are also prohibited.
22. The information provided by the ITU shall be kept strictly confidential and shall not be revealed to any third party, without the prior express written permission of the ITU. The ITU will treat as confidential the contents of the Proposals.
23. All **Parts** and all **Annexes** herein shall form an integral part of this Tender.
24. No provision of this Tender shall in any way be regarded as a waiver, express or implied, of the privileges and immunities enjoyed by the ITU under the international agreements or any national law applicable to it.



Annex 1 – Acknowledgement Form

Please tick the appropriate box below and e-mail this Acknowledgement Form by the deadline of **Monday, 22 August 2016 at 15:00 hours (Geneva Time)** to the address below:

E-mail: kairma.benkirane@itu.int
Cc: PROC@itu.int

E-mail subject: **"RfP PROC-AB-0887-16-BDT for the provision of training services on Capacity Building for Anatel - Intention to Tender"**

☐ **Intention to submit a Bid**

We hereby acknowledge receipt of the Tender. We have perused the document and advise that **we intend** to submit a Bid, according to the terms and conditions set forth in the Tender by the deadline of **Monday, 4 September 2016 at 15:00 hours (Geneva Time)**.

☐ **Non-intention to submit a Bid**

We hereby acknowledge receipt of the Tender. We have perused the document and advise that **we do not intend** to submit a Bid for the following reasons:

Vendor's contact information:

Company name: _____

Name and Title of Main Contact Person: _____

Email Address: _____ Telephone number: _____

Where did you learn about this about this RFP?:

☐ UNGM website ☐ Direct solicitation from ITU ☐ Other, please describe:

Name and Title of Authorizing Officer: _____



Signature: _____

Date:

ANNEX 2 - Formal Declaration

I, the undersigned, certify that the whole Bid corresponding to ITU's Request for Proposals
No. **PROC-AB-0887-16-BDT for the provision of training services on Capacity Building for Anatel**

(legally incorporated name of Vendor)

will remain valid in all its terms and conditions until a contract is signed with the ITU.

Signature of the Vendor's authorized representative

Name and Title of the Vendor's authorized representative

Date: _____

Place: _____

Vendor's seal:



ANNEX 3-1 to 9 – Terms of Reference

(Attached separately)

ANNEX 4 - ITU General Conditions of Contracts

1 Legal Status

1.1 The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis ITU. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of ITU.

1.2 Under no circumstances may the Contractor, its personnel and/or sub-contractors claim any of the privileges, immunities and facilities enjoyed by ITU, in order to obtain any exemption from, or reimbursement for, costs related to any taxes, duties, fees or levies whatsoever, which may be imposed upon them in connection with the Contract or otherwise, or to be immune from any claim or judicial process arising out of the performance of the Contract, for which the Contractor shall assume full responsibility, or brought against them on any other grounds.

2 Source of Instructions

Unless agreed upon in writing and in advance with ITU, the Contractor shall neither seek nor accept instructions from any authority external to ITU in connection with the performance of the Contract. The Contractor shall refrain from any action which may adversely affect ITU and shall fulfill its commitments with the fullest regard to the interests of ITU.

3 Contractor's Responsibility for its Employees

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the applicable laws, regulations, rules and ordinances promulgated by the competent authorities, as well as the local customs, and conform to a high standard of moral and ethical conduct.

4 Removal of Employees

Upon written request of ITU stating the reasons therefore, the Contractor shall remove any member of its personnel and/or that of its sub-contractor(s) and shall replace, if necessary, such member by another one, with at least the same level of seniority and, acceptable to ITU. The Contractor shall submit to ITU sufficiently in advance the curriculum vitae of the person it envisages to newly designate, who shall meet the standard requirements stated in Article 3 above, for ITU's consideration and approval, which shall not be unreasonably withheld or delayed by the latter. Costs and additional expenses resulting from such removal of any member of the Contractor's personnel and/or that of its sub-contractor(s) and his replacement shall be at the Contractor's own expense. Such removal shall not be considered as termination in part or in whole of the Contract between ITU and the Contractor.

5 Assignment

The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor's rights, claims or obligations under the Contract except with the prior written consent of ITU.

6 Sub-contracting



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

7 ITU Officials not to Benefit

The Contractor warrants that no official of ITU has received or will be offered by the Contractor any direct or indirect benefit arising from the Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

8 Non-employment of Respective Personnel

Neither ITU nor the Contractor shall, during the period of one year following the end of the provision of services or goods under the Contract by the Contractor, either employ or consider employment of any member of the personnel of the other Party without the prior written approval of the latter.

9 Indemnification

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

10 Bankruptcy

The Contract shall automatically terminate if the Contractor files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or in the event of any realization or execution on the Contractor's assets.

11 Severability

Each provision of the Contract constitutes a separate right or obligation. If any provision of the Contract is deleted, varied or declared unenforceable, that provision will be severed and the remainder of the Contract will continue in force regardless. The failure of a Party to enforce an obligation does not constitute a waiver of that provision.

12 Insurance and Liabilities to Third Parties

12.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of the Contract or any good to be delivered to ITU.

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

12.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising



from or in connection with the provision of services under the Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with the Contract.

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

- i) name ITU as additional insured;
- ii) include a waiver of subrogation of the Contractor's rights to insurance carrier against ITU; and
- iii) provide that ITU shall receive thirty (30) days' written notice from the insurers prior to any cancellation or change of coverage.

12.5 The Contractor shall, upon request, provide ITU with satisfactory evidence of the insurance required under this Article.

13 Encumbrances/Liens

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

14 Title to Equipment

Title to any equipment and supplies that may be furnished by ITU shall rest with ITU and any such equipment shall be returned to ITU at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to ITU, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate ITU for equipment determined to be damaged or degraded beyond normal wear and tear.

15 Copyright, Patents and Other Proprietary Rights

15.1 Except as otherwise expressly provided in writing in the Contract, ITU 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 ITU under 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, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for ITU.

15.2 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 or its obligations under the Contract, ITU does not and shall not claim any ownership interest thereto, and the Contractor grants to ITU a perpetual license to use such intellectual property or proprietary rights.

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



15.4 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 ITU, shall be made available for use or inspection by ITU at reasonable time and in reasonable places, shall be treated as confidential, and shall be delivered only to ITU authorized officials on completion of the work under the Contract.

16 Use of Name, Emblem, Acronym or Official Seal of ITU

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with ITU, nor shall the Contractor, in any manner whatsoever use the name, emblem, acronym or official seal of the ITU, or any acronym of the name of ITU in connection with its business or otherwise.

17 Confidential Nature of Documents, Information and Other Data

17.1 Documents, information and other data that is considered proprietary by either Party, and 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:

17.2 The Recipient of such information shall:

17.2.1. 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,

17.2.2. use the Discloser's Information solely for the purposes for which it was disclosed.

17.3 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 17, the Recipient may disclose Information to:

17.3.1. any other party with the Discloser's prior consent; and,

17.3.2. 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:

- (i) a corporate entity which the Recipient owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- (ii) any entity over which the Recipient exercises effective managerial control; or,
- (iii) for ITU, a governing organ, or subsidiary organ of ITU established in accordance with the Constitution and Convention of ITU.

17.4 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the of the privileges and immunities of ITU, the Contractor will give ITU sufficient prior notice of a request for disclosure of Information in order to allow ITU to have a reasonable



opportunity to take protective measures or such other actions as may be appropriate before such disclosure is made.

17.5 ITU may disclose Information to the extent as required pursuant to the Constitution and Convention of ITU, the rules, decisions, resolutions, and recommendations of its governing organs, or rules promulgated by the Secretary-General.

17.6 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.

18 Privileges, Immunities and Facilities

Nothing in or related to the Contract shall constitute a waiver, express or implied, of any of the privileges, immunities and facilities, which ITU enjoys by virtue of the international agreements and national laws applicable to it.

Section 9 of the 1947 Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations exempts ITU from all direct taxes, except charges for public utility services, as well as customs 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 ITU exemption from such taxes, duties or charges, the Supplier shall immediately consult with ITU to determine a mutually acceptable procedure. Accordingly, the Supplier authorizes ITU to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with ITU before the payment thereof and ITU has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide ITU with written evidence that payment of such taxes, duties or charges has been made and authorized.

19 Force Majeure and Other Changes in Conditions

19.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to ITU, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify ITU of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, or upon being directly affected in its fulfillment of its obligation under the Contract by an event constituting Force majeure, ITU shall take such action as, in its sole discretion it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

19.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, ITU shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 20 below, except that the period of notice shall be seven (7) days instead of thirty (30) days.

19.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force, which are beyond the control of either Party, and which neither Party, exercising due care, is able to overcome.



19.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which ITU is engaged in, preparing to engage in, or disengaging from 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.

20 Termination

20.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 21 below shall not be deemed a termination of this Contract.

20.2 ITU may terminate forthwith this Contract at any time should the mandate or the funding of the Mission/Bureau or Program be curtailed or terminated, in which case the Contractor shall be reimbursed by ITU for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

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

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

21 Settlement of Disputes and Governing Law

Any dispute between the Parties arising from or in connection with this Contract shall be settled directly and amicably by them through mutual negotiations. In case of failure of such negotiations, the dispute shall be settled by a sole arbitrator to be nominated at the request of either of the Parties by the Court of Arbitration of the International Chamber of Commerce of Paris. The place of arbitration shall be Geneva. The language of arbitration shall be English. The arbitration shall be carried out in accordance with the Rules of Arbitration of the International Chamber of Commerce, as at present in force. Besides, and only supplementary to, the provisions of this Contract, the applicable law shall be the Swiss substantive law, with the exception of Article 190 of the Swiss Federal Law on private international law of 8 December 1987. The arbitrator's ruling shall be binding and final upon the Parties hereto and any recourse to any court or tribunal against the arbitrator's ruling shall be excluded.



ANNEX 5 - TRAINING ACTIVITIES TABLE

Course	Duration	Venue	Language	Participants
Economic Methods for Merger Simulation and Antitrust Analysis	80 hours (in two weeks)	Brasilia (venue and all necessary equipment to be provided by the Contractor)	Course delivery and instructional material in Portuguese – Planning and development could be either English or Portuguese	20
Business Administration for Regulatory Purposes	80 hours (in two weeks)	Brasilia (venue and all necessary equipment to be provided by the Contractor)	Course delivery and instructional material in Portuguese – Planning and development could be either English or Portuguese	20
Consumer Behavior, Trends in Business Models and Impacts on Consumer Relationship	80 hours (in two weeks)	Brasilia (venue and all necessary equipment to be provided by the Contractor)	Course delivery and instructional material in English or Portuguese	20
Cost Modeling: Update and Perspectives on Use in Regulation	80 hours (in two weeks)	Brasilia (venue and all necessary equipment to be provided by the Contractor)	Course delivery/ instructional material and evaluation in Portuguese – Planning and development could be either English or Portuguese	20
Indicators	20 hours (in one week)	Brasilia (venue and all necessary equipment to be provided by the Contractor)	Course delivery/ instructional material and evaluation in Portuguese – Planning and development could be either English or Portuguese	30



	120 hours (in three weeks) for the delivery of each class	Brasilia (venue and all necessary equipment to be provided by the Contractor)	Course delivery/ instructional material and evaluation in Portuguese – Planning and development could be either English or Portuguese	Two Classes	
				20	20
Intelligence systems’ organization				20	
Spectrum Auctions: Simultaneous Ascending Auctions and Modern Auction Theory	80 hours (in two weeks)	Brasilia (venue and all necessary equipment to be provided by the Contractor)	Course delivery/ instructional material and evaluation in Portuguese -- Planning and development could be either English or Portuguese	20	
Spectrum Management	80 hours (in two weeks)	Brasilia (venue and all necessary equipment to be provided by the Contractor)	Course planning, development and delivery could be English or Portuguese – Instructional material must be in Portuguese (one extra copy in English if original is in English)	40	
Statistics databases, Analysis and Modelling	At least 100 hour (in three weeks)s	Brasilia (venue and all necessary equipment to be provided by the Contractor)	Course delivery/ instructional material and evaluation in Portuguese -- Planning and development could be either English or Portuguese	30	