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2 October 2012

REQUEST FOR PROPOSAL (RFP)
RFP No. UNFPA/VNM/12/02
FOR PROVISION OF 2012 BASELINE STUDY ON SEX RATIO AT BIRTH (SRB)
IN HAI DUONG PROVINCE

1. 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.
2. To enable you to submit a bid, please read the following attached documents carefully:
 - [Instructions to Bidders](#) [Annex I](#)
 - [Terms of Reference \(ToR\)](#) [Annex II](#)
 - [Bid Submission Form](#) [Annex III](#)
 - [Bidders Identification Form](#) [Annex IV](#)
 - [Format of Bidder's Previous Experience and Clients](#) [Annex V](#)
 - [Technical Bid](#) [Annex VI](#)
 - [Price Schedule Form](#) [Annex VII](#)
 - [UNFPA General Terms and Conditions](#) [Annex VIII](#)
3. The technical bid containing the technical information shall be submitted separately from the financial bid.
4. The bid shall reach UNFPA's reception no later than **18h00 (Hanoi Time) on Monday, 15 October 2012**. The bid shall be opened on 16 October 2012 at UNFPA Office.
5. Bids received after the stipulated date and time shall not be accepted under any circumstances.
6. Bidders shall acknowledge receipt of this RFP by email to Ms. Nguyen Minh Ha, Admin/Finance Associate at mnguyen@unfpa.org no later than **5 October 2012** and indicate whether or not a bid shall be submitted. The acknowledgement shall provide company name, telephone number and contact person.
7. 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.
8. 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 national 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

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 on 8 October 2012**. UNFPA shall respond to any request for clarification received and send its response to all bidders, 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.

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 **Viet Nam Dong (VND)**, otherwise prices shall be converted to Viet Nam Dong 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.

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 VND 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 the electronic formats specified, submitted on CD or flash drive (memory stick).

Failure to furnish all the information required for submission of a bid which does not substantially respond to the UNFPA bid document in every respect shall be at the bidder's risk and may result in a rejection of the bid.

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



10.2. Financial Bid

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

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

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

11. Partial Bids

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

12. Sealing and Marking of Bids

12.1 Sealing and Marking of Bids (Hard copies)

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

Your bid shall be prepared and marked as “**Original**” and the other marked as “**Copy**”. In the event of a discrepancy between them, the original shall govern

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

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

*RFP UNFPA/VNM/12/02
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/12/02, **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/12/02, **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:

{Name of company} RFP UNFPA/VNM/12/02 for provision of 2012 Baseline study on SRB in Hai Duong province

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.

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 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 **700** points, meeting the requirements for the RFP.

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		Score	Points	Institution / Other Entity				
Evaluation Forms		Weight	Obtainable	A	B	C	D	E
1.	Expertise and capacity of institution submitting proposal	20%	200					
2.	Adequacy of the proposed approach, methodology and work-plan responding to the ToR	40%	400					
3.	Personnel competencies and human resource organization	40%	400					
Total			1000					

The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms include:

Form 1: Expertise and Capacity of institution submitting proposal

Form 2: Adequacy of the proposed approach, methodology and workplan responding to the ToR

Form 3: Personnel competencies

Technical Proposal Evaluation Form 1		Points	Institution / Other Entity				
			A	B	C	D	E
Expertise and Capacity of institution submitting proposal							
1.1	Proven track record in the area of gender and sex ratio at birth research and analysis, and impact evaluation	100					
1.2	Proven track record in social science and sex ratio at birth researches, including survey and qualitative research	100					
Sub-total		200					

Technical Proposal Evaluation Form 2		Points	Institution / Other Entity				
			A	B	C	D	E
Adequacy of the proposed approach, methodology, work plan and quality control responding to the TOR							
2.1	Understanding of the objectives and scope of the assignment	50					
2.2	Methodology on how the institution will approach and conduct the work	200					
2.3	Clear and logical work plan	100					
2.4	General feasibility and appropriateness of the proposal	50					
Sub-total		400					

Technical Proposal Evaluation Form 3		Points	Institution / Other Entity				
			A	B	C	D	E
Personnel competencies							
3.1	Consultant(s)' experiences/qualification related to the services	<i>Sub-score for each consultant</i>					
	Fluent in English and Vietnamese (<i>This is a prerequisite. Consultant(s) need to submit certificate or degree taken for proven of language. Consultant(s) who doesn't satisfy this requirement will be disqualified.</i>)						
	Postgraduate degree in demography, statistics, or social sciences. - PhD degree (100 points) - Master's degree (80 points)	100					
	Solid experience in undertaking surveys, researches, and evaluation on gender and sex ratio at birth. - >10 years (200 points) - 8 – <10 years (180 points) - 5 – <8 years (140 points)	200					
	Familiarity with gender issues and sex ratio at birth	50					
	Familiarity with quantitative and qualitative analysis methodology, and statistical software	50					
	<i>Sub-score total</i>	400					
	<i>Sub-total (average of sub-scores)</i>	400					

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. Point for personnel competencies of the institution will be the average points given for the key consultants.

19.2. Financial Evaluation

The financial bid will only be evaluated if the technical bid achieves a minimum of **700** points (70% of the obtainable score of 1,000 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 VI). The maximum number of points for the price bid is 1,000. 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:

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

19.3. 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 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. 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. Payment Provisions

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

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

ANNEX II: Terms of Reference (TOR)

2012 BASELINE STUDY ON SEX RATIO AT BIRTH (SRB) IN HAI DUONG PROVINCE

1. BACKGROUND

The biologically normal sex ratio at birth ranges from 102 to 106 males per 100. However, ratios higher than normal – sometimes as high as 130 – have been observed. This is now causing increasing concern in some South Asian, East Asian and Central Asian countries, including Viet Nam (110/100 in 2006 and 111.9/100 in 2011). It is forecasted to cross the 115 mark in a few years from now². The increase in prenatal sex selection is the consequence of three distinct factors that need to be clearly distinguished. 1) Son preference constitutes the primary factor behind sex selection. It stems directly from the requirements of patrilineal and patrilocal household structures, in which girls and women have a marginal social, economic and symbolic position, and consequently enjoy fewer rights. Sons are expected in particular to provide support to their parents throughout their life and may also be needed after their death for religious purposes. 2) Prenatal diagnosis technology represents then the second indispensable factor, enabling parents to know the sex of their child in advance. Coupled with abortion, legal or not, sex determination leads many parents to resort to selective abortions. The rise in the sex ratio at birth in specific countries has indeed often been linked to the spread of the ultrasound technology through the private healthcare system. New technologies that make it even easier to select the sex of one's offspring may spread in the future. 3) In addition to these demand and supply factors, low fertility represents the third factor because it exacerbates the potential need for sex selection—by reducing the probability of having a son when the average family size diminishes. Local fertility restrictions and spontaneous rapid fertility decline below replacement levels tend to aggravate the situation in many countries, compelling parents who want both a son and a small family size to resort to sex selection³.

The imbalanced SRB may have adverse influences on women's health and lives as they shoulder a heavy psychological pressure to have a son within the limit of two births. It has been projected that if the SRB imbalance trend in Viet Nam continues to increase at the current rate, there would be a surplus of 10% of male adults by 2035. The shortage of female adults would affect all ways of lives, every individual, families and the society as a whole, but also the sustainable development of the country and the future generations.

The issue has received attention from the Government of Viet Nam in recent years. The Population Ordinance of 2003 and the Decree No. 104/2003/ND-CP prohibit determining and identifying the sex of a fetus, then performing abortion for the purpose of sex-selection. Decree No. 114/2006/ND-CP stipulates administrative measures including fines to people who promote or practice abortions for the purpose of sex selection or who use any practices to determine and identify the sex of a fetus. Furthermore, the Law on Gender Equality states that “sex selection of the fetus under any condition or forcing another person to choose to abort because of the sex of the fetus” is a violation of sexual and reproductive rights, therefore a human rights violation.

In an attempt to control and prevent the increasing SRB imbalance in Viet Nam, the General Office of Population and Family Planning (GOPFP) of the Ministry of Health has developed and piloted an intervention model in 18 provinces with the highest level of SRB since 2009. In 2011,

¹ UNFPA (2011), Viet Nam Population Change Survey 2011

² UNFPA (2009), Recent Change in the Sex Ratio at Birth in Viet Nam: A Review of Evidence

³ Guilmo, Christophe (2011), Sex imbalances at birth today: trends, consequences and policy implications



this pilot intervention model has been expanded to 25 provinces, making it a total of 43 provinces in the project⁴. This intervention model includes four main components: (i) IEC/BCC on SRB related issues; (ii) Strengthening the implementation of policies on prevention of prenatal sex selection; (iii) Development and implementation of supporting/subsidized programs to girls; and (iv) Building capacity in project coordination and management. The project will be finished by 2015. However, no rigorous evaluation has been conducted so far to review the efficiency of the piloted interventions.

UNFPA has played an active role in drawing Government attention on SRB issue in Viet Nam. UNFPA supported the VCPFC (Viet Nam Commission of Population, Family and Children - predecessor of GOPFP) to hold the first national discussion of SRB in 2006 focusing on the SRB situation and SRB estimate methodological issues in Viet Nam. In 2008, UNFPA supported the second national consultation workshop on policies to address SRB issue. The outcome of this consultation had been reflected in the development of the pilot project, launched by the GOPFP in the following year (as mentioned above). In 2010, UNFPA Country Office in Viet Nam, under guidance and support from the UNFPA headquarter in New York, Regional Office (APRO), collaborated with MOH organized an international workshop on skewed SRB in Hanoi. The workshop has been highly appreciated by the Vietnamese Government and MOH and received recognition from the international and national communities, social organizations as well as media because it created an opportunity for Vietnam to gain lessons learnt and experiences in addressing SRB imbalance from other countries to apply for next five-year SRB intervention programmes.

Within the framework of UNFPA support to the Vietnamese Government in the period 2012-2016, UNFPA country office committed to MOH, particularly to support GOPFP to develop an intervention model on addressing SRB imbalance, which will be piloted in Hai Duong province from 2012-2016. Cost-effectiveness analysis of this model will be conducted to recommend policy options for provincial and nationwide application. The support also includes development of a monitoring and evaluation mechanism for monitoring the implementation of policy and the country's progress in addressing SRB related issues.

In order to set up a baseline data for monitoring and evaluation of intervention models on SRB before starting the interventions in Hai Duong province, the UNFPA CO is seeking for one consultancy institution to design and conduct a baseline study in Hai Duong province during October 2012- February 2013.

2. PURPOSE/OBJECTIVES

The overall objective: to design and conduct a baseline study in Hai Duong province on actual situation of SRB in the province to recommend for detailed interventions as well as to set up baseline data for measuring the project effectiveness and cost effectiveness analysis of the intervention model on SRB by the end of 2015 and 2016.

The specific objectives are to:

- Measure knowledge, attitude and practice (KAP) of local authorities, mass organizations, service providers, community leaders and religious leaders on:
 - a) The implementation effectiveness of SRB related laws and policies;
 - b) The implementation effectiveness of SRB imbalance interventions;
 - c) The current context and extent of son preference;
 - d) The social status of women in relation with men in family, community and at work.

⁴ Mid-year report of GOPFP 2011

- Measure KAP of community, especially couples and their extended families on:
 - a) SRB related laws and policies, and consequences of SRB imbalance;
 - b) Prenatal sex determination and selection, methods of prenatal sex selection;
 - c) The differences in the roles and status of sons and daughters in the families;
 - d) Pressure for male heirs to carry on family name;
 - e) Property inheritance among sons and daughters;
 - f) The differences in upbringing of sons and daughters (food allocation, education, health care etc.).
- Measure KAP of mass media: How newspaper, radio, television and internet feature the following issues:
 - a) Gender equality and equity
 - b) The differences in the social status of women in relation to men in family, community and at work;
 - c) Son preference.
- Identify the level of community mobilization (resource and leadership) in SRB interventions;
- Recommend detailed interventions addressing SRB imbalance in Viet Nam and effectiveness indicators for these interventions.

3. FINAL PRODUCT

The institution is required to provide the following deliverables:

- A survey proposal that addresses all requirement of this TOR with budget estimation;
- A detailed work plan for the assignment submitted within 1 week of signing the contract both in Vietnamese and English;
- Study tools including questionnaires, interview guidance, sampling frame and survey manuals both in Vietnamese and English;
- Survey pre-test report and revised tools after pilot testing both in Vietnamese and English;
- Delivery of training for data collection including the study methodologies, questionnaires, interview guidance, monitoring and supervision for data collection, and data inputting;
- Clean data set and transcripts of interviews ready for analysis;
- Progress reports on implementation of this study for each stage;
- A baseline report (drafts and final) of the baseline survey data and review of relevant literature/documents (both in Vietnamese and English);
- Presentations of reports and key findings to a UNFPA consultative workshop to obtain feedback, and dissemination workshop.

4. INTENDED USES AND USERS

4.1 Intended uses:

- To set up baseline data for monitoring and measuring the changing situation and cost effectiveness analysis of SRB imbalance interventions for the period of 2012-2016.
- To provide further recommendations for designing SRB imbalance intervention model in Hai Duong province.

4.2 Intended users:

Primary user: MOH (GOPFP), SOs, Hai Duong, MOLISA, PCSA and UNFPA;

Secondary user: Programmers, policy-makers, professionals, researchers, managers and others who are concerned about the situation of SRB imbalance would also find information and evidence useful in their specific work.

5. SCOPE AND FOCUS

5.1 Scope and focus:

The baseline study should cover all specific objectives and focus to gain data on: a) behavior change; b) community mobilization; c) implementation of SRB related laws and policies focus on following target groups and areas:

- KAP of local authorities, mass organizations, service providers, community leaders and religious leaders on:
 - a) The implementation effectiveness of SRB related laws and policies;
 - b) The implementation effectiveness of SRB imbalance interventions;
 - c) The current context and extent of son preference;
 - d) The social status of women in relation to men in family, community and at work.
- KAP of community, especially couples and their extended families on:
 - a) Family structure (cohabitation, solidarity, etc.)
 - b) Cultural and religious factors (worship, clan organizations etc.)
 - c) Demographic factors (children already born)
 - d) Normative aspects (masculinity, status of sonless parents, etc.)
 - e) Economic constrains and opportunities (farm work, support etc.)
 - f) SRB related laws and policies, and consequences of SRB imbalance;
 - g) Prenatal sex determination and selection, methods of prenatal sex selection;
 - h) The differences in the roles and status of sons and daughters in the families;
 - i) Pressure for male heirs to carry on family name;
 - j) Property inheritance among sons and daughters;
 - k) The differences in upbringing of sons and daughters (food allocation, education, health care etc.).
- Measure KAP of mass media: How newspaper, radio, television and internet feature the following issues:
 - d) Gender equality and equity
 - e) The differences in the social status of women in relation with men in family, community and at work;
 - f) Son preference.
- Identify the level of community mobilization (resource and leadership) in SRB interventions:
 - a) The extent of community interest and enthusiasm in these interventions;
 - b) Political will to strengthen the institutionalization of these interventions;
 - c) Voluntary community actions, campaigns, meetings.

Sex ratio at birth of intervention and non-intervention provinces will not be collected in the baseline study. It will be analyzed and collected from administrative data system of GOPFP.

5.2. Geography:

- The intervention area: Hai Duong province
- The control area: Ha Nam or Hung Yen or Nam Dinh province

5.3. Time:

The assignment will start in October 2012. It is anticipated that the baseline survey will be completed by the end of November 2012 and the presentation of preliminary study results will be carried out by the end of December 2012. The final reports will be completed in February 2013. Therefore the institution will be required to provide intermittent inputs and revisions based on comments by UNFPA and Government Partners (Hai Duong province, MOH and SOs) during this period. The work will be carried out in Hanoi with travels to Hai Duong and control provinces to field test the tools, collect data and monitor implementation of the survey.

6. PROCESS AND METHODOLOGY

- Data collection techniques will include a desk review, survey at individual and household levels and in-depth or/and focus group interviews with key informants;
- The baseline study will be designed to cover intervention area and relevant non-intervention area (control) to allow for relevant comparisons and impact evaluation of the interventions;
- Data analysis will be implemented based on data and information collected, ensuring reliable and robust results;
- All study subjects should participate on a voluntary basis. Information from the interviews will be analyzed and disseminated ensuring confidentiality and the protection of individual identity. Data and analysis under this baseline study should take into account UNFPA's Gender and Human Rights approach, and be sex-disaggregated where relevant.

7. ACCOUNTABILITIES

7.1 The selected consultancy institution:

- The selected consultancy institution will be technically and contractually accountable to UNFPA Country Office and Project Management Board of Hai Duong for all aspects of the assignment;
- The selected consultancy institution will deliver the tasks of this TOR. They will be expected to work closely with the gender team leader, the responsible UNFPA Programme Officer and other technical staff at all times;
- The consultancy institution will also be expected to brief UNFPA and its related Government partners on the progress of the baseline study after each milestone set in the timeframe;
- In case any difficulties happen on the progress of the consultancy assignment, the selected consultancy institution need to consult to UNFPA to address the problems;
- The selected consultancy institution will be responsible for the quality of the report, expected results and deliverables.

7.2 UNFPA Country Office (CO):

- Develop the TOR for sharing the selected consultancy institution or the group of consultants, and the Project Management Board of Hai Duong and approve the TOR;
- Develop a Sub-contract for signature between UNFPA and the selected consultancy institution;
- Provide necessary background documents including related DPOs between UNFPA and its Government partners, document related to the country program cycle 2012-2016, UNFPA's strategy brief and other relevant documents and materials;
- Provide financial support to carry out the consultancy assignment;
- Provide support for the contractor to work with Hai Duong province in the implementation of assignment;
- Monitor the progress and quality of the consultancy assignment;
- Provide comments on the narrative report of the consultancy assignment before it is finalized.

7.3 Project Management Board of Hai Duong province:

- Provide necessary logistic arrangements for conducting fieldwork at study sites;
- Provide support and monitoring during the fieldwork at study sites;
- Support in providing relevant provincial documents;
- Arrange workshops to provide feedback on the findings;
- Provide comments and feedback on the drafts of baseline reports.

8. PROPOSED WORK PLAN

The institution will conduct the study and deliver relevant products in close consultation with UNFPA and its Government partners as per the following timeframe:

	Task	Deadline
1	Develop detailed technical plan including study design, methodologies and tools, and implementation process	End of October 2012
2	Prepare a detailed work plan for the assignment, including desk review of related documents	End of October 2012
3	Develop survey tools including questionnaires for quantitative survey, interview guidelines, survey manuals, and training materials	First week of November 2012
4	Pre-test of questionnaires	Second week of November 2012
5	Finalize questionnaires, and prepare survey manuals, training materials and conduct training	Third week of November 2012
6	Fieldtrips	End of November 2012
7	Data entry and interview transcribing	Mid- December 2012
8	Data analysis and preliminary results	Mid- December 2012
9	Presentation of preliminary results to UNFPA and relevant stakeholders, and revision based on comments	End of December 2012
10	Writing draft reports	January 2013
11	Finalization of baseline reports based on comments from UNFPA and its Government Partners	February 2013

Note: During the development of the baseline report, second or third drafts of the report may be required based on the quality of the draft report.

9. BACKGROUND DOCUMENTS

The following documents will be provided to the selected consultancy institutions or the selected group of consultants:

- The Detailed Project Outline (DPO) between UNFPA and its Government partners which are DPOs of Hai Duong, SRB component in DPO of the Ministry of Health (MOH), the Ministry of Labor, Invalid and Social Affairs (MOLISA), and the Social Organizations;
- UN-Government One Plan 2012-2016;
- The Common Country Programme Document (CCPD) relating to the UNFPA Country Program cycle 8 (2012-2016) and other related documents;
- UNFPA's strategy brief on SRB and other relevant documents and materials;
- Report of on review existing model of SRB in Hai Duong province.

10. STUDY/RESEARCH TEAM

UNFPA is looking for a research institution including one team leader and not more than 2 senior consultants. The institution should clearly indicate the activities and deliverables each consultant of their team assigned by the firm will be responsible for, and a team leader should be nominated.

10.1 Requirements for the institution:

- An established firm with at least 5 year practical experience in providing consultancy services in relevant areas
- Proven experience in design and implementation of similar surveys
- Relevant working experience with multi-, bilateral programmes/projects
- Working experience in Viet Nam

10.2 Requirements for key consultants:

Each consultant should demonstrate the following qualifications and skills:

- Advanced degree (PhD for team leader and Master degree for team members) in demography, statistics or social sciences, with at least 8 years of working experience in the relevant field.
- At least 5 years experience in developing data collection and assessment tools, survey design and implementation
- Proven knowledge of the studied topics
- Familiarity with quantitative and qualitative analysis methodology
- Very good training, facilitation and presentation skills
- Excellent writing skills
- Excellent IT skills especially with the application of statistical software such as SPSS, STATA.
- Fluency in written and spoken English is a requirement

10.3. Specific conditions

The level of remuneration will correspond to the qualifications and work experience required for the assigned consultants as referred to in Section 9 of this ToR and the cost norms as provided for in the existing UN Cost Norms Guidelines. All other related expenses will follow the existing UN Cost Norms Guidelines.

- Payment will be made in three installments as follows:
 - The first installment: maximum of 20% of the contract value will be transferred to the contractor after submission of accepted work plan.
 - The second installment: maximum of 30% of the contract value will be transferred to the contractor upon receipt of the final version of survey tools including questionnaires, guidelines for interviews, survey and training materials.
 - The third installment: the remaining of 50% of the contract value will be disbursed after all final products are delivered by the contractor and accepted by UNFPA.
- Payments will be reduced by 10% for each consultant if the submission of the report of expected outputs is delayed more than 20 days;
- If the draft report or products does not meeting the quality requirements and needs a major revision, the contract will be terminated and consultants will only receive 40% of the total remuneration.
- Indicative budget for the baseline study is from USD 24,000 to USD 27,000.

ANNEXES TO THIS TOR

ANNEX A. Ethical Code of Conduct for UNEG/UNFPA Evaluations

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

Evaluation team /Evaluators:

1. To avoid **conflict of interest** and undue pressure, evaluators need to be **independent**, implying that members of an evaluation team must not have been directly responsible for the policy-setting/programming, design, or overall management of the subject of evaluation, nor expect to be in the near future.

Evaluators must have no vested interests and have the full freedom to conduct impartially their evaluative 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. Evaluators must respect people's right to provide information in confidence, and must ensure that sensitive information cannot be traced to its source. Evaluators are **not expected to evaluate individuals**, and must balance an evaluation of management functions with this general principle.

3. Evaluations sometimes uncover evidence of wrongdoing. 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, evaluators 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 in the course of the evaluation. Knowing that evaluation might negatively affect the interests of some stakeholders, evaluators should conduct the evaluation 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.

For details on the ethics and independence in evaluation, please see UNEG Ethical Guidelines and Norms for Evaluation in the UN System

<http://www.unevaluation.org/search/index.jsp?q=UNEG+Ethical+Guidelines>

http://www.unevaluation.org/papersandpubs/documentdetail.jsp?doc_id=21

(UNFPA evaluation policy 2010)

ANNEX B. 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 in the course of the study/research. Knowing that study/research might 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 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/12/02, 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 this day of [year].

Signature:
Name:
Title:
Company:
Email address



ANNEX IV: Bidders Identification Form

RFP UNFPA/VNM/12/02

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 Other:

9. Number of Staff: _____

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

11. Subsidiaries in the region:

Indicate name of subsidiaries and address

a) _____

b) _____

c) _____

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

Name: _____

Address: _____

Telephone: _____ Fax: _____

ANNEX V: Format 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

The technical bid should be concisely presented and structured in the following order to include, but not necessarily be limited to the following information listed below.

Part A: PROFILE OF THE STUDY/RESEARCH INSTITUTION

Provide background information on the institution in the related areas of study/research. This part will have to indicate the expertise and capacity of institution which submits this technical proposal. The key elements could be (i) reputation of organization and staff (competence/reliability); (ii) institution’s experience with proposed study/research; (iii) organizational capability e.g. size of the institution organization, strength of project coordination and support; (iv) quality assurance procedures; (v) experience in related areas of this study/research in Viet Nam; (vi) experience in working with UN agencies in Viet Nam, if any; and (vii) financial capacity can be mentioned in this part. Format 1 can be used for summary of the study/research conducted by the institution.

Part B: TECHNICAL PLAN

1. **Overview/introduction:** An overview of what and how to conduct the study/research by 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), sampling design, study sites; 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)
7. **Annexes**
Below are two formats can be used.

Format 1: Summary of related study/research conducted by institution
(could be 01 page per one study/research conducted by your institution)

Title of Study/Research:		Country: Location:
From .../.../ to .../...	Estimated cost (in US\$):	Funded by:
Summary of study/research (objectives and outputs, who used):		Name of coordinating agency, if any:
Remark, if any:		Availability of publication/report for sharing (title and year of publication):

Format 2: Study/research team curriculum vitae
(Could be one page per one consultant)

Full name:	
Title:	
Qualifications:	
Previous experience/skills in related study/research:	
Role/function to be performed in this study/research:	
Contact information, if possible:	

❖ **In addition to the above**

Bidders should furnish documentary evidence of:

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

ANNEX VII: Price Schedule Form

(Please see attached Excel spreadsheet **Annex VII – Price Schedule form.xls**)

RFP No. UNFPA/VNM/12/02

Item	Description	Number & Description of Staff by Level	Hourly Rate VND	Hours to be Committed	Total VND
1. Steps					
TOTAL PROFESSIONAL FEES					
2. Estimated out-of-pocket expenses					
TOTAL OUT-OF-POCKET EXPENSES (Should include travel time and cost, together with all out-of-pocket expenses; no DSA will be provided to consultants)					
TOTAL FEES (Professional + out-of-pocket expenses)					

Signature of Bidder _____

Name and title _____



ANNEX VIII: UNFPA General Terms and Conditions for Contracts

Contracts for the provision of goods and/or services

1. LEGAL STATUS OF THE PARTIES:

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

2. SOURCE OF INSTRUCTIONS:

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

3. RESPONSIBILITY FOR EMPLOYEES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. ASSIGNMENT:

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



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

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

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

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

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

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

5. SUBCONTRACTING:

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

6. OFFICIALS NOT TO BENEFIT:

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

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

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

7. PURCHASE OF GOODS

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

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

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

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

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

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



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

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

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

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

7.5.5 -- The goods are new and unused;

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

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

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

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

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

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

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

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

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

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

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

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

8. ACKNOWLEDGEMENT COPY

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



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

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

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

9. PAYMENT

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

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

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

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

9.5 -- No advance payment shall be made.

10. NOTICE OF DELAY

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

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

11. LIQUIDATED DAMAGES

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

a. Procure all or part of the goods from other sources, and in that event UNFPA may hold the Vendor responsible for any excess cost occasioned thereby. In exercising such rights UNFPA shall mitigate its damages in good faith;

b. Refuse to accept delivery of all or parts of the services

c. Terminate the Purchase Order or Long Term Agreement;

d. For late delivery of goods or for items which do not meet the agreed specifications and are therefore rejected by UNFPA, UNFPA can claim liquidated damages from the Vendor and deduct 0.5% of the value of the goods pursuant to the Purchase Order per additional day of delay, up to a maximum of 10% of the value of the Purchase Order. The payment or deduction of such liquidated damages shall not relieve the Vendor from any of its other obligations or liabilities pursuant to any current Long Term Agreement or Purchase Order.

12. INDEMNIFICATION:

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

13. INSURANCE AND LIABILITY:

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



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

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

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

13.4.1 -- Name UNFPA as additional insured;

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

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

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

14. ENCUMBRANCES AND LIENS:

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

15. EQUIPMENT FURNISHED BY UNFPA TO THE CONTRACTOR:

Title to any equipment and supplies that may be furnished by UNFPA to the Contractor for the performance of any obligations under the Contract shall rest with UNFPA, and any such equipment shall be returned to UNFPA at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNFPA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNFPA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS.

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

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

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

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

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

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

18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION.

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

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



19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

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

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

19.3 -- Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas with harsh conditions where UNFPA is engaged in, preparing to engage in, or disengaging from any operations, any delays or failure to perform such obligations arising from or relating to such harsh conditions, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

20. TERMINATION:

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

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

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

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

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

21. NON-WAIVER OF RIGHTS:

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

22. NON-EXCLUSIVITY:

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

23. SETTLEMENT OF DISPUTES:

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

23.2 -- ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 23.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the



UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

24. PRIVILEGES AND IMMUNITIES:

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

25. TAX EXEMPTION

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

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

26. OBSERVANCE OF THE LAW:

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

27. MODIFICATIONS

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

28. AUDITS AND INVESTIGATIONS:

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

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

29. LIMITATION ON ACTIONS:

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

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

30. CHILD LABOR:



The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNFPA and/or the United Nations to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

31. MINES:

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

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

32. SEXUAL EXPLOITATION:

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

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

33. ENVIRONMENTAL POLICY

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