

Emergency ITB document



United Nations Population Fund (UNFPA)
Maison commune des Nations Unies Andraharo
Antananarivo - Madagascar
Tel: 261 20 23 300 92/93
Website: www.unfpa.org
Date: 06/09/2022

Invitation to Bid (ITB) No. UNFPA/MDG/2022/002

Dear Sir/Madam,

We hereby solicit your Bid for the supply of the following: Rental and management of remotely piloted aircraft operator (drones) for a duration of 12 months for the last mile distribution of Reproductive Health products to 40 health facilities in Madagascar with the following technical specifications:

These are the basic elements, the selected operator must provide any other specifics reinforcing the request.

- Drone type : VTOL
- Payload, at least 5KG
- Minimum range of 200 km (round trip)
- Able to respect the cold chain of medicinal products (2°C to 8°C)
- At least 2 hours of battery life
- Resistant to rain (rainproof)
- Radio control, LTE and Satcom
- Able to carry medical cargo,
- Manage the drones and the distribution during the term of the contract, 12 months

If you are interested in submitting a bid for these items/services, kindly fill in the attached submission form and submit it in a sealed envelope to the address indicated below /send to the secure email address indicated below/ not later than **{08/09/2022} at 5 p.m. , local Madagascar time.**

Please ensure to mark your email with the ITB reference number and the words “Sealed bid. **Do not open before {08/09/2022}**”.

Street address for bid submission:

UNFPA Representative, Maison commune des Nations Unies,

Andraharo, Antananarivo, Madagascar

Secure email address for bid submission : madagascar.office@unfpa.org

Email address of Contact Person : razakatiana@unfpa.org

Note: Do not submit your bid/proposal to the contact person's email address! Please do NOT send the emails containing your offer to any other email address (not even as a copy or blind copy); otherwise UNFPA will not be able to guarantee confidentiality and fair and transparent handling of your bid. UNFPA reserves the right to reject bids sent via the appropriate channel but copied or blind copied to other email addresses.”

Bidding shall be conducted through ONE envelope. The technical bid containing the technical specifications and the financial bid containing the price information shall be submitted together.

Documents to be submitted with the bid:

- a. Completed and signed Bid Submission Form
- b. Bidders Identification Form
- c. Evidence of Bidder's previous experience and clients
- d. Technical bid, including product catalogue to demonstrate that specification and quality of the products are in line with the requirements listed in the bidding documents
- e. Financial bid including the price schedule

Partial bids are not allowed under this ITB. Note: Partial bids mean that the bidder does not have to offer all requested commodity types in order to submit a complete bid. However, within each commodity type, full quantities must be offered.

Validity of Bid:

The prices of the bid shall be valid for **60 days** after the closing date of bid submission as specified by UNFPA. A bid valid for a shorter period shall be rejected by UNFPA.

Delivery Time:

The maximum allowed delivery time is **6 weeks** upon issuing of purchase order.

Evaluation of Bids:

UNFPA shall compare all substantially responsive bids to determine the lowest priced substantially responsive bid.

A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a. affects in any substantial way the scope, quality, or performance of the goods and related services specified in the contract; or
- b. limits in any substantial way, inconsistent with the bidding documents, UNFPA's rights or the bidder's obligations under the contract; or
- c. if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

Contract Award:

UNFPA shall award the contract to the lowest priced bidder(s) whose bid has been determined to be substantially responsive with the bidding documents, including the maximum allowable lead time. Note: if partial bids are allowed, the lowest evaluated bidder will be evaluated by commodity type.

Note: Current UNFPA supplier policies apply to this solicitation and can be found at: <http://www.unfpa.org/suppliers>.

Attachments:

- **Bid Submission Form**
- **Bidders Identification Form**
- **Technical specification and requirements of the product (Product Item Overview Form)**
- **Price Schedule Form**

1. Bid Submission Form

Name of Bidder: _____

Contact Person: _____

Title: _____

Email Address: _____

Telephone Number: _____

Date of Bid: _____

Bid No: _____

Currency of Bid price: _____

Delivery time (*days from receipt of order till dispatch*): _____

(Note: maximum number of days is: 6 weeks)

Expiration of Validity of Bid/Proposal (*The bid shall be valid for a period of at least 2 months after the Closing date.*): _____

Vendor's Comments:

I hereby certify that this company, which I am duly authorized to sign for, accepts the General Terms and Conditions of UNFPA <http://www.unfpa.org/resources/unfpa-general-conditions-contract> and we will abide by this bid/proposal until it expires.

We undertake, if our bid/proposal 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.

Name and title

Date and Place

2. Bidders Identification Form
Bid No. UNFPA/MDG/2022/002

1. Organization

Company/Institution Name	
Address, City, Country	
Telephone/FAX	
Website	
Date of establishment	
Legal Representative: Name/Surname/Position	
Legal structure: natural person/Co.Ltd, NGO/institution/other (please specify)	
Organizational Type: Manufacturer, Wholesaler, Trader, Service provider, etc.	
Areas of expertise of the organization	
Current Licenses, if any, and permits (with dates, numbers and expiration dates)	
Years supplying to UN organizations	
Years supplying to UNFPA	
Production Capacity	
Subsidiaries in the region (please indicate names of subsidiaries and addresses, if relevant to the bid)	
Commercial Representatives in the country: Name/Address/Phone (for international companies only)	

2. Quality Assurance Certification

International Quality Management System (QMS)	
List of other ISO certificates or equivalent certificates	
Presence and characteristics of in-house quality control laboratory (if relevant to bid)	

3. Expertise of Staff

Total number of staff	
Number of staff involved in similar supply contracts	

4. Client Reference List

Please provide references of main client details.

Name of company	Contact person	Telephone	E-mail
1.			
2.			
3.			

5. Contact details of persons that UNFPA may contact for requests for clarification during bid evaluation

Name/Surname	
Telephone Number (direct)	
Email address (direct)	

P.S.: This person must be available during the next two weeks following receipt of bid

3. Product Item Overview Form

Item No.	Description and minimum /mandatory specifications	Description of items offered and Bidder's statements on deviations (To be completed by the bidder according to Terms of reference and with duration of the service)	Compliant? (Y/N) (To be completed by UNFPA during evaluation)
	Rental and operation of drones for duration of 12 months		
	Deployment of two expert drone pilots to operate the drones for the duration of 12 months		
	Set up the drone port at Bekily		
	Maintenance of drones throughout the 12 months period		
	Valid license to operate drones in Madagascar for the 12 months		
1	Drone type : VTOL delivered with insurance receipt		
2	Payload, at least 5KG		
3	Minimum range of 200 km (round trip)		
4	Able to respect the cold chain of medicinal products (2°C to 8°C)		
5	At least 2 hours of battery life		
6	Resistant to rain (rainproof)		
7	Radio control, LTE and Satcom		

8	Able to carry medical cargo, manage the drones and the distribution during the term of the contract, 12 months		
	Have the legal and administrative recognition of Drone operator in Madagascar		
	Have a good knowledge of the technical regulations relating to the use of remotely piloted aircraft in Madagascar		
	<p>Have a team of GIS analysts, certified drone pilots and trainers with recognized certificates</p> <p>Have at least two (02) Drones on the drone port and which will be the property of the company after the project</p>		
	Have capacities to strengthen the skills of health workers and the UNFPA team on distribution with drones		
	Having carried out similar projects for the distribution of health products in Madagascar remains an asset		
	Be flexible for the use of the port drone and drones in the event of a government request during humanitarian emergencies in the project intervention area (taking photos, videos, routing of necessary inputs, etc.)		
	Having experience of working with a United Nations System Agency or an international development NGO is also		

	desirable		
	All the people involved in the activities must be able to speak French and Malagasy, just like the beneficiaries.		
	Pilots must have similar experiences in Madagascar in the distribution of health products		

4. Price Schedule Form

Name of Bidder: _____

Date of Bid: _____

Bid No: _____

Currency of Bid price: _____

Delivery time (*days from receipt of order till dispatch*): _____

(Note: maximum number of days is: 35 days)

Expiration of Validity of Bid/Proposal (*The bid shall be valid for a period of at least 2 months after the Closing date.*): _____

Item no.	Price/unit	Quantity	Transportation cost to destination (specify mode of transportation)	Total DAP (Destination)	Delivery Schedule (days upon order)

First payment (Lumpsum): 6 weeks after the signature of the contract					
Drone		2			
Insurance costs for 2 drones		2			
Licenses fees for 2 drones		2			
Useful equipment and accessories for daily distribution		1			
Other		1			
Second payment (Lumpsum): after completion of site arrangement (6 weeks after signature of the contract)					
Site arrangement fees		1			
Other		1			
Monthly payment of service fees for the duration of 10,5 months					
<i>The payment will be based on number of realized distributions (round trip) per month. The Country Office estimates a number of 160 distributions (round-trip) per month within an average range of 200 km.</i>		1			
Other					

The 12 months begin after the signature of the contract. First & second lumpsum payment: 6 weeks (1,5 months) after Purchase Order dispatch.

The service fees (based on the number of realized distributions) will be paid monthly over the remaining 10,5 months of the contract.

<i>Vendor's Comments:</i>

PROVIDED THAT A PURCHASE ORDER IS ISSUED BY UNFPA WITHIN THE REQUIRED BID VALIDITY PERIOD, THE UNDERSIGNED HEREBY COMMITS, SUBJECT TO THE TERMS OF SUCH PURCHASE ORDER, TO FURNISH ANY OR ALL ITEMS AT THE PRICES OFFERED AND TO DELIVER SAME TO THE DESIGNATED POINT(S) WITHIN THE DELIVERY TIME STATED ABOVE.

Name and title

Date and Place



TERMES DE REFERENCE

DEMANDE DE RECRUTEMENT/LOCATION D'UN OPERATEUR D'AÉRONEF TÉLÉPILOTÉ (DRONE) BASÉ À MADAGASCAR POUR LA DISTRIBUTION AU DERNIER KILOMÈTRE DES PRODUITS DE LA SANTÉ REPRODUCTIVE ET PLANIFICATION FAMILIALE DANS LE GRAND SUD DE MADAGASCAR

1. CONTEXTE ET JUSTIFICATION

Le Grand Sud de Madagascar est toujours confronté à la problématique récurrente de sécheresse affectant beaucoup les populations de cette partie du pays. A cela, s'ajoute les difficultés d'acheminement des produits de santé en général et ceux de la santé de la reproduction y compris la planification familiale en particulier. En effet, la disponibilité permanente des produits de santé dans certains centres de santé dans cette zone rencontre d'énormes difficultés en termes d'accessibilité géographique limitée des formations sanitaires occasionnant du même coup des ruptures de stock à tout moment.

Les régions sanitaires de Androy et Atsimo Andrefana sont les plus affectées par cette question de disponibilité permanente des produits de la santé Reproductive et de la planification familiale avec en pointe de mire certains districts sanitaires comme Beloha, Tsihombe, Amboasary Sud, Betroka, Ampanihy Ouest et Betuoky Sud. Il devient donc plus que nécessaire de trouver les voies et moyens pour assurer un approvisionnement régulier de ces districts sanitaires afin que les populations puissent bénéficier de ces produits à tout moment quand elles en ont besoin.

Pour faire face à ces défis d'approvisionnement et en lien avec son mandat, le fond des Nations Unies pour la Population (UNFPA) recherche une compagnie de drone pouvant assurer une distribution permanente des produits de la santé Reproductive et de la planification familiale dans quarante formations sanitaires des districts sanitaires d'accès difficile. Cette société de drone aura pour base ou drone port Bekily avec pour principaux objectifs de :

2. OBJECTIFS

- OBJECTIF GENERAL

L'objectif général cette société de drone qui sera recrutée est de contribuer à l'amélioration de la sécurisation des produits de la santé reproductive et de la planification familiale dans le Grand Sud à travers des approvisionnements quotidiens par drone.

- OBJECTIFS SPECIFIQUES

De façon spécifique il s'agira pour cette société de :

- Rendre opérationnel le site ou le drone port retenu (Bekily) par le bureau pays de l'UNFPA Madagascar ;
- Fournir tous les équipements nécessaires à savoir les drones (avec leur assurance) ainsi que tous les accessoires utiles pour la distribution quotidienne des produits de la santé Reproductive et de la planification familiale dans au moins 40 formations sanitaires ;
- Pouvoir acquérir toutes les autorisations requises de navigabilité des drones auprès de l'Autorité de l'Aviation Civile de Madagascar pour cette mission de distribution pour 12 mois ;
- Pouvoir partager régulièrement et à temps tous les plans de vols des drones avec l'Aviation Civile de Madagascar au moins 24 à 72h avant chaque vol ;
- Orienter les agents de santé des zones ciblées pour la réception des intrants par drone sur la procédure de suivi et de réception des intrants lors de la livraison par un drone et cela une à deux semaines avant le début de la distribution ;
- Assurer le pilotage et la distribution des produits de la santé Reproductive et de la planification familiale dans au moins 40 formations sanitaires identifiées par UNFPA Madagascar
- Pouvoir assurer la maintenance préventive de tous les équipements sur site sans interrompre la distribution des intrants.
- Fournir hebdomadairement et mensuellement un rapport de distribution à l'UNFPA

- **SPÉCIFICATIONS TECHNIQUES DE BASE DU DRONE**

Il s'agit ici des éléments de base, l'opérateur sélectionné devra fournir toutes autres spécificités renforçant la demande.

- Drone de type VTOL
- Charge utile, au moins 5 KG
- Portée minimale de 200 km (en aller-retour)
- Pouvant respecter la chaîne de froid des produits médicamenteux (2°C à 8°C)
- Au moins 2 heures d'autonomie
- Résistant à la pluie (rainproof)
- Contrôle Radio, LTE et Satcom
- Pouvant porter un cargo médical

- **RESPONSABILITES**

Les différentes responsabilités de la société qui sera retenue sont :

- L'obtention des licences ou certificats de vols des drones auprès de l'Autorité de l'Aviation Civile de Madagascar (ACM) ;
- Souscrire à une assurance couvrant les risques sur les marchandises transportées, tout accident matériel et humain pouvant intervenir pendant toute la période de la mise en œuvre du projet sans aucune intervention et responsabilité de l'UNFPA

- Accepter toute réquisition du gouvernement portant sur la prise de photo ou vidéo lors des vols retours à des fins d'exploitation ultérieure pour la gestion des risques et catastrophes humanitaires dans les zones concernées.
- Remettre le drone port à la fin du Projet à l'UNFPA tel qu'il a été reçu au début du projet

- FORMATIONS SANITAIRES À COUVRIR (CIBLE)

L'UNFPA a l'intention de couvrir au moins les sites listés ci-dessous. En outre l'UNFPA se réserve le droit d'ajouter des sites à tout moment pendant la durée du contrat.

LISTE DES FORMATIONS SANITAIRES SI LE DRONE BASE BEKILY

REGION	DISTRICT	Nombre de FS par district	LATITUDE	GONGITUDE	FORMATIOM SANITAIRE
ANDROY	Bekily	22	45,527742	-24,11841	CSB1 Antsely Be
ANDROY	Bekily		45,045386	-23,985749	CSB1 Beamalo
ANDROY	Bekily		45,251162	-24,136012	CSB1 Beamalo
ANDROY	Bekily		45,426594	-23,790184	CSB1 Marobory
ANDROY	Bekily		45,339143	-24,65855	CSB1 Marovaho
ANDROY	Bekily		45,552394	-24,42441	CSB1 Mikaikarivo Haut
ANDROY	Bekily		45,260784	-24,007484	CSB2 Ambahita
ANDROY	Bekily		45,37492	-24,094709	CSB2 Ambatosola
ANDROY	Bekily		45,623266	-24,351109	CSB2 Anivorano Mitsinjo
ANDROY	Bekily		45,285854	-24,195049	CSB2 Ankarano Nord
ANDROY	Bekily		45,183492	-24,243265	CSB2 Antsakoamaro
ANDROY	Bekily		45,319536	-24,219514	CSB2 Bekily Centrale
ANDROY	Bekily		45,297144	-24,550764	CSB2 Bekitro
ANDROY	Bekily		45,413155	-24,484774	CSB2 Belindo Mahaso
ANDROY	Bekily		45,863194	-23,08863	CSB2 Benato toby
ANDROY	Bekily		45,353321	-23,856034	CSB2 Maroviro
ANDROY	Bekily		45,126643	-24,448934	CSB2 Beteza
ANDROY	Bekily		45,674669	-24,178725	CSB2 Beraketa
ANDROY	Bekily		45,383668	-24,615251	CSB2 Bevitiky
ANDROY	Bekily		45,390436	-24,320143	CSB2 Manakompy
ANDROY	Bekily		45,353321	-23,856034	CSB2 Maroviro
ANDROY	Bekily		45,223461	-24,331011	CSB2 Tanambao Tsirandran
ANDROY	Ambvombe	5	45,603104	-24,665724	CSB1 Edasotse
ANDROY	Ambvombe		45,659624	-24,464275	CSB1 Antevamena
ANDROY	Ambvombe		45,677843	-24,813891	CSB1 Vohitsova
ANDROY	Ambvombe		45,6357	-24,473558	CSB2 Ampamata
ANDROY	Ambvombe		45,821626	-24,434522	CSB2 Imanombo
ANDROY	Beloha	2	45,139606	-24,949027	CSB2 Behabobo
ANDROY	Beloha		45,052677	-24,722055	CSB2 Tranoroa
ATSIMO ADREFANA	Betioky	3	44,991714	-23,918005	CSB2 Lazarivo
ATSIMO ADREFANA	Betioky		44,835988	-24,031151	CSB2 Beroy sud
ATSIMO ADREFANA	Betioky		44,732033	-24,114868	CSB2 Vohitany
ATSIMO ADREFANA	Ampanihy	4	45,022998	-24,232002	CSB1 Tanantsoa
ATSIMO ADREFANA	Ampanihy		44,974153	-24,470845	CSB2 Ankilimivory
ATSIMO ADREFANA	Ampanihy		44,664521	-24,584084	CSB2 Ankilizato
ATSIMO ADREFANA	Ampanihy		44,764375	-24,347597	CSB2 Antaly

ANOSY	Betroka	3	45,447571	-23,353241	CSB2 Ianakafy
ANOSY	Betroka		45,558939	-23,605167	CSB2 Beampombo II
ANOSY	Betroka		45,71481	-23,837394	CSB2 Isoanala
ANOSY	Amboasary sud	1	45,97283	-24,271144	CSB2 Marotsiraka

La répartition spatiale des 40 sites initiaux est illustrée dans la cartographie ci-dessous



3. METHODOLOGIE DE TRAVAIL

La Société de drone retenue travaillera directement sous la supervision du Responsable de la Sécurisation des Produits de la Santé Reproduction du bureau pays de l'UNFPA qui, en collaboration avec l'équipe impliquée dans ce projet de distribution transmettra les plans de distribution hebdomadaires ainsi que les colis de produits initialement préparés. La sécurité du drone port ainsi que tous les équipements sur le site sera assurée par l'UNFPA.

L'opérateur drone devra présenter le plan d'exécution des livrables qui lui sont demandés et le faire valider par UNFPA.

4. TIMELINE D'EXECUTION

Le prestataire aura 12 mois pour exécuter tous les livrables, à compter la date de signature du contrat.

Un calendrier détaillé du déroulement des activités sera proposé en début de contrat et conjointement validé par les parties.

5. PROFIL DE LA SOCIETE

La société recherchée pour cette mission devra avoir le profil suivant :

- Avoir la reconnaissance légale et administrative d'opérateur de Drone à Madagascar ;
- Avoir une bonne maîtrise de la réglementation technique relative à l'utilisation d'aéronefs télé-pilotés à Madagascar
- Disposer d'une équipe composée d'analystes GIS, de pilotes-drone certifiés et de formateurs disposant de certificats reconnus
- Disposer d'au moins deux (02) Drones sur le drone port et qui seront la propriété de la société après le projet
- Avoir des capacités de renforcement des compétences des agents de santé et de l'équipe de l'UNFPA sur la distribution avec les drones,
- Avoir mené les projets similaires de distribution des produits de santé à Madagascar reste un atout
- Être flexible pour l'utilisation du drone port et des drones en cas de requête du gouvernement lors des urgences humanitaire dans la zone d'intervention du projet (Prise de photo, vidéo, acheminement d'intrant nécessaire.....)
- Avoir l'expérience de travail avec une Agence du Système des Nations Unies à défaut une ONG de développement internationale est aussi souhaitable.
- En outre, la société devra accomplir toutes les formalités administratives et obtenir toutes les licences nécessaires pour l'utilisation des aéronefs télé-pilotés prévus pour l'exécution du projet
 - Toutes les personnes impliquées dans les activités doivent savoir parler en français et en malagasy tout comme les bénéficiaires
 - Les pilotes doivent disposer des expériences similaires à Madagascar en matière de distribution de produits de santé

6. AGENDA DE LA MISSION

Le planning prévisionnel de cette mission de distribution des produits est de 12 mois et la phase d'installation de la société sur le site ne saurait excéder six (6) semaines après la signature du contrat.

7. RESULTATS ATTENDUS

Les principaux résultats attendus de cette société de drone sont :

- Le drone port de Bekily choisi par le bureau pays de l'UNFPA est rendu fonctionnel par la société de drone retenu ;
- Le dimensionnement des opérations est dûment réalisé et présenté ;
- La présence permanente de deux pilotes de drones sur place à Bekily pour assurer les pilotages quotidiens et maintenance préventive des drones est effective ;
- Au moins trois drones dont deux assurant la distribution quotidienne des intrants de la santé reproductive et de la planification familiale et le troisième pour le remplacement en cas de besoin sont disponibles sur le site ;
- Toutes les autorisations de vols sont obtenues auprès de l'Aviation Civile de Madagascar et les plans de vols journaliers sont régulièrement partagés;
- La liste des formations sanitaires retenues et ciblées par le bureau pays de l'UNFPA sont régulièrement approvisionnées ;

- 1000 livraisons (distributions) sont réalisées au cours de la période du contrat
- Les rapports de distribution par semaine et par mois sont fournis à l'UNFPA.



GENERAL CONDITIONS OF CONTRACT

CONTRACTS FOR THE PROVISION OF GOODS AND SERVICES

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

1.1 Pursuant, inter alia, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor vis-à-vis UNFPA, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of any services to UNFPA by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:

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

2.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNFPA, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

2.3 At the option of and in the sole discretion of UNFPA:

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

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

2.3.3 in cases in which, pursuant to Article 2.3.1 or 2.3.2, above, UNFPA has reviewed the qualifications of such Contractor's personnel, UNFPA may reasonably refuse to accept any such personnel.

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

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

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

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

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

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

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

2.5 Nothing in Articles 2.2, 2.3 and 2.4, above, shall be construed to create any obligations on the part of UNFPA with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

2.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNFPA shall:

2.6.1 undergo or comply with security screening requirements made known to the Contractor by UNFPA, including but not limited to, a review of any criminal history;

2.6.2 when within UNFPA premises or on UNFPA property, display such identification as may be approved and furnished by UNFPA, and that upon the withdrawal or replacement of any such personnel

or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNFPA for cancellation.

2.7 Within one working day after learning that any of Contractor's personnel who have access to any UNFPA premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNFPA about the particulars of the charges then known and shall continue to inform UNFPA concerning all substantial developments regarding the disposition of such charges.

2.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNFPA premises or on UNFPA property shall be confined to areas authorized or approved by UNFPA. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in a in any areas within UNFPA premises or on UNFPA property without appropriate authorization from UNFPA.

3. ASSIGNMENT:

3.1 Except as provided in Article 3.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNFPA. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNFPA. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNFPA. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNFPA.

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

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

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

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

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

4. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNFPA. UNFPA shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor REV.: APR 2012 GENERAL CONDITIONS OF CONTRACT FOR CONTRACTS FOR THE PROVISION OF GOODS AND SERVICES PAGE 3 that UNFPA reasonably considers is not qualified to perform obligations under the Contract. UNFPA shall have the right to require any subcontractor's removal from UNFPA premises without having to give any justification therefor. Any

such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

5. 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:

5.1 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.

5.2 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. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNFPA or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

5.3 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 instructions stipulated in 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. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNFPA as well as such other information as is necessary for the correct handling and safe delivery of the goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

5.4 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.

5.5 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:

5.5.1 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;

5.5.2 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;

5.5.3 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;

5.5.4 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;

5.5.5 The goods are new and unused;

5.5.6 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;

5.5.7 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,

5.5.8 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.

5.6 ACCEPTANCE OF 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.

5.7 REJECTION OF 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:

5.7.1 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,

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

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

5.7.4 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.

5.8 In the event that UNFPA elects to return any of the goods for the reasons specified in Article 5.7, 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.

5.9 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.

5.10EXPORT 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 the United Nations, including its subsidiary organs, 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.

6. INDEMNIFICATION:

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

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

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

6.2 The indemnity set forth in Article 6.1.1, above, shall not apply to:

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

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

6.3 In addition to the indemnity obligations set forth in this Article 6, the Contractor shall be obligated, at its sole expense, to defend UNFPA and its officials, agents and employees, pursuant to this Article 6, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

6.4 UNFPA shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of the United Nations, including its subsidiary organs, or any matter relating thereto, for which only the United Nations itself is authorized to assert and maintain. UNFPA shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

6.5 In the event the use by UNFPA of any goods, property or services provided or licensed to UNFPA by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

6.5.1 procure for UNFPA the unrestricted right to continue using such goods or services provided to UNFPA;

6.5.2 replace or modify the goods or services provided to UNFPA, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; or,

6.5.3 refund to UNFPA the full price paid by UNFPA for the right to have or use such goods, property or services, or part thereof.

7. INSURANCE AND LIABILITY:

7.1 The Contractor shall pay UNFPA promptly for all loss, destruction, or damage to the property of UNFPA caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

7.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

7.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

7.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

7.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; and,

7.2.4 such other insurance as may be agreed upon in writing between UNFPA and the Contractor.

7.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

7.4 The Contractor acknowledges and agrees that UNFPA accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

7.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNFPA, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

7.5.1 name UNFPA as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

7.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNFPA;

7.5.3 provide that UNFPA shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and,

7.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNFPA.

7.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

7.7 Except for any self-insurance program maintained by the Contractor and approved by UNFPA for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNFPA. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNFPA with evidence, in the form of certificate of insurance or such other form as UNFPA may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNFPA reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 7.5.3, above, the Contractor shall promptly notify UNFPA concerning any cancellation or material change of insurance coverage required under the Contract.

7.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

8. 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.

9. 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.

10. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

10.1 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.

10.2 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.

10.3 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.

10.4 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.

11. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNFPA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations and UNFPA, or any abbreviation of the name of the United Nations and UNFPA in connection with its business or otherwise without the written permission the United Nations and UNFPA.

12. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

12.1 The Recipient shall:

12.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and,

12.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

12.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 12, the Recipient may disclose Information to:

12.2.1 any other party with the Discloser’s prior written consent; and,

12.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

12.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, including its subsidiary organs, the Contractor will give UNFPA sufficient prior notice of a request for the disclosure of Information in order to allow UNFPA to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

12.4 UNFPA may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

12.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

12.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

13. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

13.1 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.

13.2 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 14, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNFPA shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.

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

14. TERMINATION:

14.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 17 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

14.2 UNFPA may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNFPA applicable to the performance of the Contract or the funding of UNFPA applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNFPA may terminate the Contract without having to provide any justification therefor.

14.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNFPA, the Contractor shall, except as may be directed by UNFPA in the notice of termination or otherwise in writing:

14.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

14.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

14.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNFPA and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

14.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

14.3.5 transfer title and deliver to UNFPA the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

14.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNFPA thereunder;

14.3.7 complete performance of the work not terminated; and,

14.3.8 take any other action that may be necessary, or that UNFPA may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession

14.4 In the event of any termination of the Contract, UNFPA shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNFPA shall not be liable to pay the Contractor except for those goods delivered and services provided to UNFPA in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNFPA or prior to the Contractor's tendering of notice of termination to UNFPA.

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

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

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

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

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

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

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

14.6 Except as prohibited by law, the Contractor shall be bound to compensate UNFPA for all damages and costs, including, but not limited to, all costs incurred by UNFPA in any legal or non-legal proceedings, as a result of any of the events specified in Article 14.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNFPA of the

occurrence of any of the events specified in Article 14.5, above, and shall provide UNFPA with any information pertinent thereto.

14.7 The provisions of this Article 14 are without prejudice to any other rights or remedies of UNFPA under the Contract or otherwise.

15. 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.

16. 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.

17. SETTLEMENT OF DISPUTES:

17.1 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.

17.2 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 17.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

18. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

19. TAX EXEMPTION:

19.1 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.

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

20. MODIFICATIONS:

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

20.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 20.1, above.

20.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UNFPA nor in any way shall constitute an agreement by UNFPA thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 20.1, above.

21. AUDITS AND INVESTIGATIONS:

21.1 Each invoice paid by UNFPA shall be subject to a post-payment audit by auditors, whether internal or external, of UNFPA or the United Nations or by other authorized and qualified agents of UNFPA or the United Nations at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNFPA shall be entitled to a refund from the

Contractor for any amounts shown by such audits to have been paid by UNFPA other than in accordance with the terms and conditions of the Contract.

21.2 UNFPA may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

21.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNFPA access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNFPA or the United Nations hereunder.

22. LIMITATION ON ACTIONS:

22.1 Except with respect to any indemnification obligations in Article 6, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

22.2 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.

23. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 24 to 29 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNFPA to terminate the Contract or any other contract with UNFPA immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

25. OFFICIALS NOT TO BENEFIT: The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UNFPA any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UNFPA or the award thereof or for any other purpose intended to gain an advantage for the Contractor.

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 and UNFPA vendor registration procedures.

27. 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.

28. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

29. SEXUAL EXPLOITATION:

29.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

29.2 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.

CONTRACT TEMPLATE

CONTRACT N° UNFPA/CCC/PSC/YY/NNN

BETWEEN THE

UNITED NATIONS POPULATION FUND

AND

[INSERT NAME OF THE CONTRACTOR]

FOR THE PROVISION OF (DESCRIBE SERVICES)

This Contract is entered into between the United Nations Population Fund, a subsidiary organ of the General Assembly of the United Nations (“UN”) in terms of Article 22 of the UN Charter, with its Headquarters at 605 Third Avenue, New York, NY 10158, USA (the “UNFPA”) and [Name of Contractor], a [type of entity] organized under the laws of [country], with its registered office at [address] (the “Contractor”). UNFPA and the Contractor are collectively referred to herein as the “Parties” and each individually as a “Party”.

WITNESSETH

WHEREAS, UNFPA wishes to engage the Contractor in order to provide [description of services] as specified in the Terms of reference (the “TOR”) attached as Annex B (the “Services”) in accordance with the terms and conditions set forth in this Contract;

WHEREAS, the Contractor represents that it possesses the requisite knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, able and willing to undertake and provide the Services in accordance with the terms and conditions set forth in this Contract;

NOW, THEREFORE, in consideration of their mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1

CONTRACT DOCUMENTS

1.1. This document together with the Annexes attached hereto and referred to below, all of which are incorporated herein and made a part hereof, constitute the entire contract between UNFPA and the Contractor for the provision of the Services (the "Contract").

Annex A:	UNFPA General Conditions of Contract: Contracts for the Provision of Services (the "UNFPA General Conditions");
Annex B:	Terms of reference, [and]
[Annex C:]	[Any other document that may be required – <i>delete if not applicable</i>].

1.2. The Contract documents are complementary of one another, but in case of ambiguities, discrepancies, or inconsistencies between or among them, the following order of priority shall apply:

1.2.1	First, this document;
1.2.2	Second, Annex A;
1.2.3	Third, Annex B, [and]
1.2.4	[Fourth, Annex C – <i>delete is not applicable</i>]

1.3. This Contract embodies the entire agreement between the Parties with regard to the subject matter hereof and supersedes all contemporaneous or prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject.

Note to UNFPA user: *If reference to the solicitation documents in the Contract is desired, please add the following paragraph 1.4 and complete it as necessary. Otherwise, please delete paragraph 1.4 entirely.*

The following documents are referred to in this Contract only as aids in interpretation of the rights and obligations of the Parties under the Contract but shall not be construed, for any purposes or under any circumstances, as creating any such rights or obligations: (a) [e.g. the CONTRACTOR’s technical proposal dated] and (b) [e.g. the CONTRACTOR’s financial proposal dated [date] in response to (c) bid document UNFPA/[]]. The

1.4. The following documents are referred to in this Contract only as aids in interpretation of the rights and obligations of the Parties under the Contract but shall not be construed, for any purposes or under any circumstances, as creating any such rights or obligations: (a) [e.g. the CONTRACTOR’s technical proposal dated] and (b) [e.g. the CONTRACTOR’s financial proposal dated [date] in response to (c) bid document UNFPA/[]]. The documents referred to in this Article 1.4 are not attached hereto but are known to, and in the possession of, the Parties.

ARTICLE 2

COMMENCEMENT DATE; CONTRACT TERM

- 1.1. This Contract shall enter into force on the date of the last signature affixed by the Parties (the “Commencement Date”).
- 1.2. This Contract shall remain in force for [insert number in figures and in words] years, starting from the Commencement Date (the “Contract Term”), unless terminated by either Party in accordance with Article 13 of the UNFPA General Conditions of Contract.

ARTICLE 3

OBLIGATIONS OF THE CONTRACTOR

- 2.1. The Contractor shall perform the Services as specified in Annex B with due diligence and efficiency and in accordance with this Contract.

Note to UNFPA user: *If a deliverables schedule is desired, please add the sentence below and complete the deliverables schedule as necessary. If a deliverables schedule is not necessary, please delete below sentence and deliverables schedule accordingly.*

The Contractor shall submit to UNFPA the deliverables according to the following schedule:

DELIVERABLES	DEADLINE	RESPONSIBILITIES OF UNFPA	RESPONSIBILITIES OF THE CONTRACTOR
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- 2.2. Unless otherwise provided for in this Contract the Contractor shall furnish all technical and administrative support, human resources, materials and equipment necessary to ensure the timely and satisfactory performance of the Services.
- 2.3. All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by mail and email to the address specified in Article 7.2 of this Contract.
- 2.4. The Contractor represents and warrants the accuracy of any information or data provided to UNFPA for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.
- 2.5. The Contractor will maintain, within the Contract Term, detailed financial records, which clearly identify all funds received from UNFPA and expended by the Contractor for the implementation of the Contract. The Contractor is also required to ensure that adequate systems of internal control are put in place to ensure the financial management of this Contract is conducted with the required level of due diligence.

ARTICLE 4

PAYMENT AND FEE

- 3.1. In full consideration for the complete, satisfactory, and timely performance of the Services under this Contract, UNFPA shall pay the Contractor the fee of **[Insert currency & amount in figures and in words]** (the “Fee”).

Note to UNFPA user: *If a payment schedule is desired, pls. add sentence below and complete the payment schedule as necessary. If a payment schedule is not necessary, pls. delete below sentence and payment schedule.*

The Fee will be paid to the Contractor according to the following payment schedule:

PAYMENT DUE DATE	PAYMENT AMOUNT	BALANCE

- 3.2. The Fee shall be inclusive of all applicable cost of material, professional charges, allowances, travel related costs and any other miscellaneous expenses applicable.
- 3.3. The Fee shall not be subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.4. Payments effected by UNFPA to the Contractor shall not be deemed to relieve the Contractor of its obligations under this Contract nor as an acceptance of UNFPA of the Contractor's performance of the Services.
- 3.5. UNFPA shall make payments to the Contractor under this Contract within thirty (30) days after the UNFPA's receipt of the Contractor's invoice(s) and complete set of supporting documentation where applicable. The Contractor shall forward the original invoice(s) to the address specified in Article 7.2 of this Contract. Payments shall be subject to satisfactory completion of the deliverables stipulated under Article 3 of this Contract and acceptance by UNFPA of the deliverables and invoice(s) submitted by the Contractor.

Payments by UNFPA shall be made to the Contractor's following bank account:

Account name:	
Bank Address:	
Acct Number:	
ABA Number:	
BIC (Swift address):	

ARTICLE 5

SPECIAL CONDITIONS

Note to UNFPA user: Enter ONLY one of the two following options. Please assure to delete the option which was not used as well as the text boxes accordingly.

Utilize this option in case that special conditions have been negotiated amongst the parties to the General Conditions of Contract: Contracts for the provision of services or in the case that the Contractor insist on including any other special provisions:

- 2.1. The Parties agree that [Insert article] of the UNFPA General Conditions shall be amended to read as follows: [Insert wording of amended article].
- 2.2. The Parties agree (...).]

Utilize this wording option if no special conditions apply:

No special conditions shall apply.

Note to UNFPA user: If travel is required to be carried out by the Contractor in order to fulfil the terms of reference of this contract, please include the below article 6 associated with security requirements linked with travel. Should the contract not require for the Contractor to travel, please delete the entire article. Please assure that in case of deleting that the correct numbering of articles and subsequent paragraphs is guaranteed.

ARTICLE 6

SECURITY

- 3.1. The Contractor shall be fully responsible for the safety and security of its personnel and for the safekeeping of all assets, equipment and supplies in the custody of the Contractor or its personnel (as this term is referred to in Article 2 of the General Conditions).
- 3.2. The Contractor shall:
 - 3.2.1. Put in place and maintain its own security plan, taking into account the security situation in the country where the Services are being provided;

3.2.2. Assume all risks and liabilities related to the Contractor's security, assets entrusted to it by UNFPA and the full implementation of its own security plan.

3.3. The Contractor and its personnel are neither subject to, nor obliged to adhere to the United Nations Security Management policies and procedures, except insofar as they relate to the utilization of UNFPA's assets, equipment and supplies, or as required to perform the Services under this Contract.

3.4. The Contractor represents and warrants the accuracy of any information or data provided to UNFPA for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

3.5. The Contractor will maintain, within the Contract Term, detailed financial records, which clearly identify all funds received from UNFPA and expended by the Contractor for the implementation of the Contract. The Contractor is also required to ensure that adequate systems of internal control are put in place to ensure the financial management of this Contract is conducted with the required level of due diligence.

ARTICLE 4

PAYMENT AND FEE

4.1. In full consideration for the complete, satisfactory, and timely performance of the Services under this Contract, UNFPA shall pay the Contractor the fee of **[Insert currency & amount in figures and in words]** (the "Fee").

Note to UNFPA user: *If a payment schedule is desired, pls. add sentence below and complete the payment schedule as necessary. If a payment schedule is not necessary, pls. delete below sentence and payment schedule.*

The Fee will be paid to the Contractor according to the following payment schedule:

PAYMENT DUE DATE	PAYMENT AMOUNT	BALANCE

1.1. The Fee shall be inclusive of all applicable cost of material, professional charges, allowances, travel related costs and any other miscellaneous expenses applicable.

1.2. The Fee shall not be subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

1.3. Payments effected by UNFPA to the Contractor shall not be deemed to relieve the Contractor of its obligations under this Contract nor as an acceptance of UNFPA of the Contractor's performance of the Services.

1.4. UNFPA shall make payments to the Contractor under this Contract within thirty (30) days after the UNFPA's receipt of the Contractor's invoice(s) and complete set of supporting documentation where applicable. The Contractor shall forward the original invoice(s) to the address specified in Article 7.2 of this Contract. Payments shall be subject to satisfactory completion of the deliverables stipulated under Article 3 of this Contract and acceptance by UNFPA of the deliverables and invoice(s) submitted by the Contractor.

Payments by UNFPA shall be made to the Contractor's following bank account:

Account name:	
Bank Address:	
Acct Number:	
ABA Number:	
BIC (Swift address):	

ARTICLE 5

SPECIAL CONDITIONS

Note to UNFPA user: Enter *ONLY* one of the two following options. Please assure to delete the option which was not used as well as the text boxes accordingly.

Utilize this option in case that special conditions have been negotiated amongst the parties to the General Conditions of Contract: Contracts for the provision of services or in the case that the Contractor insist on including any other special provisions:

5.1. The Parties agree that [Insert article] of the UNFPA General Conditions shall be amended to read

as follows: [Insert wording of amended article].
5.2. The Parties agree (...).]

Utilize this wording option if no special conditions apply:

No special conditions shall apply.

Note to UNFPA user: *If travel is required to be carried out by the Contractor in order to fulfil the terms of reference of this contract, please include the below article 6 associated with security requirements linked with travel. Should the contract not require for the Contractor to travel, please delete the entire article. Please assure that in case of deleting that the correct numbering of articles and subsequent paragraphs is guaranteed.*

ARTICLE 6

SECURITY

6.1. The Contractor shall be fully responsible for the safety and security of its personnel and for the safekeeping of all assets, equipment and supplies in the custody of the Contractor or its personnel (as this term is referred to in Article 2 of the General Conditions).

6.2. The Contractor shall:

6.2.1. Put in place and maintain its own security plan, taking into account the security situation in the country where the Services are being provided;

6.2.2. Assume all risks and liabilities related to the Contractor's security, assets entrusted to it by UNFPA and the full implementation of its own security plan.

6.3. The Contractor and its personnel are neither subject to, nor obliged to adhere to the United Nations Security Management policies and procedures, except insofar as they relate to the utilization of UNFPA's assets, equipment and supplies, or as required to perform the Services under this Contract.

6.4. The Contractor shall be fully responsible for the safety and security of its personnel and for the safekeeping of all assets, equipment and supplies in the custody of the Contractor or its personnel (as this term is referred to in Article 2 of the General Conditions).

6.5. The Contractor shall:

6.5.1. Put in place and maintain its own security plan, taking into account the security situation in the country where the Services are being provided;

6.5.2. Assume all risks and liabilities related to the Contractor's security, assets entrusted to it by UNFPA and the full implementation of its own security plan.

6.6. The Contractor and its personnel are neither subject to, nor obliged to adhere to the United Nations Security Management policies and procedures, except insofar as they relate to the utilization of UNFPA's assets, equipment and supplies, or as required to perform the Services under this Contract.

6.7. UNFPA may lend reasonable assistance, when possible and to the extent feasible, to the Contractor and its personnel. Any travel or financial assistance provided shall be on a space-available and reimbursable basis.

6.8. UNFPA may, at its sole discretion, consent to the inclusion of the Contractor and its personnel in the UNFPA security plan to the extent that it applies within the country where the Services are being provided on the same terms that are offered to implementing partners of UNFPA. Notwithstanding this provision, the Contractor acknowledges and agrees that the UNFPA shall have no obligation to evacuate personnel from the country where the Services are being provided in case of emergency or due to security developments.

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

6.10. Upon the Contractor's request, UNFPA may provide security advisory information to the Contractor.

ARTICLE 7

REVIEW; IMPROPER PERFORMANCE

7.1. UNFPA reserves the right to review and inspect (including the performance of tests, as appropriate) all Services performed by the Contractor under this Contract, to the extent practicable, at all reasonable places and times during the Contract Term. UNFPA shall perform such review and inspection in a manner that will not unduly hinder the performance of the Services by the Contractor. The Contractor shall cooperate with all such reviews and inspections by UNFPA, at no cost or expense to UNFPA.

7.2. If any Services performed by the Contractor do not conform to the requirements of this

Contract, without prejudice to and in addition to any of UNFPA's other rights and remedies under this Contract or otherwise, UNFPA shall have the following options, to be exercised in its sole discretion:

- 7.3. If UNFPA determines that the improper performance can be remedied by way of re-performance or other corrective measures by the Contractor, UNFPA may request the Contractor in writing to take, and the Contractor shall take, at no cost or expense to the UNFPA, the measures necessary to re-perform or take other appropriate actions to remedy the improperly performed Services within [insert number in figures and in words] days after receipt of the written request from UNFPA or within such shorter period as UNFPA may have specified in the written request if emergency conditions so require, as determined by UNFPA in its sole discretion.
- 7.4. If the Contractor does not promptly take corrective measures or if UNFPA reasonably determines that the Contractor is unable to remedy the improper performance in a timely manner, UNFPA may obtain the assistance of other entities or persons and have corrective measures taken at the cost and expense of the Contractor.
- 7.5. If UNFPA, in its sole discretion, determines that the improper performance cannot be remedied by re-performance or other corrective measures by the Contractor, UNFPA, at UNFPA's sole discretion, may terminate the Contract in accordance with Articles 13.1 or 13.2 (second sentence) of the UNFPA General Conditions, without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise.
- 7.6. Neither review nor inspection hereunder, nor failure to undertake any such review or inspection, shall relieve the Contractor of any of its warranty or other obligations under this Contract.

ARTICLE 8

MISCELLANEOUS

- 8.1. No terms or provisions of this Contract will be deemed waived and no breach excused, unless such waiver or excuse is in writing and signed by the Parties giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Contract shall constitute a consent to, excuse or waiver of any other subsequent breach.
- 8.2. Any notice, request or approval required or permitted to be given or made under the Contract shall be made in writing in the English language. Such notice, request or approval, shall be deemed to be duly given or made when it shall have been delivered by either (i) personal delivery against receipt, (ii) recognized overnight delivery service, (iii) postage prepaid, return receipt requested certified mail, or (iv) email, addressed to the party or parties for whom intended at the addresses shown below or such other addresses as intended recipient previously shall have designated by written notice previously given pursuant to the Contract.

For UNFPA:

Contractual Matters		Technical / operational Matters:	
Name:		Name:	
Title:		Title:	
Branch/Division:		Branch/Division:	
UNFPA, Address		UNFPA, Address	
Tel:		Tel:	
Email:		Email:	

For the Contractor:

Contractual Matters		Technical / operational Matters:	
Name:		Name:	
Title:		Title:	
Contractor name:		Contractor name:	
Address:		Address:	
Tel:		Tel:	
Email:		Email:	

- 1.1. If any provision of this Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- 1.2. Neither the Contractor nor any of its personnel (as this term is referred to in Article 2 of the General Conditions) shall engage in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices ("Proscribed Practices"). In the event of any Proscribed Practice, in addition to any other rights or remedies available to UNFPA under this Contract, the Contractor may, inter alia, be declared ineligible to continue business with UNFPA.
- 1.3. For purposes of this Contract, the following shall apply:
 - 1.3.1. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official;

- 1.3.2. "Fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
- 1.3.3. "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- 1.3.4. "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- 1.3.5. "Obstructive practice" means any act or omission intended to materially impede the exercise of contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to an investigation into allegations of fraud and corruption;
- 1.3.6. "Unethical practice" means any conduct or behaviour that is contrary to staff or supplier codes of conduct, such as those relating to conflict of interest, gifts and hospitality, post-employment provisions, abuse of authority and harassment.

1.4. UNFPA has adopted a zero tolerance policy on gifts and hospitality. The Contractor acknowledges that UNFPA personnel is prohibited from accepting any gift, even of a nominal value, including drinks, meals, food products, hospitality, calendars, stationery, transportation, recreational trips to sporting or cultural events, theme parks or offers of holidays, or any other forms of gifts, hospitality, benefits or discounts. The Contractor shall not offer any forms of gifts, hospitality, benefits or discounts to UNFPA personnel.

1.5. The Contractor acknowledges that the following vendors are considered ineligible for the award of any contract by UNFPA:

- 1.5.1. Vendors suspended or removed from the UN Procurement Division vendors' list;
- 1.5.2. Vendors declared ineligible by any UN organization;
- 1.5.3. Vendors included on the World Bank's listing of ineligible firms;
- 1.5.4. Vendors included on the list maintained pursuant to the UN Security Council resolution 1267.

1.6. During the validity of this Contract, the Contractor shall inform UNFPA promptly and without delay by written notice if it or any of its principal officers have been included in any of the lists or listings referred to in Article 7.7 or if it or any of its principal officers have otherwise been declared ineligible for the award of any contract by any UN organization. Failure to fulfill this requirement will be considered as a breach of this Contract that entitles UNFPA to terminate this Contract forthwith.

1.7. By signing this Contract, the Contractor agrees that UNFPA is free to disclose this Contract to other UN agencies.

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

For UNFPA		For [Contractor]	
Signature		Signature	
Name:		Name:	
Title		Title	
Date:		Date:	

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

ANNEX A

UNFPA GENERAL CONDITIONS OF CONTRACT: CONTRACTS FOR THE PROVISION OF SERVICES

ANNEX B

TERMS OF REFERENCE