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4 September 2009

**INTERNATIONAL COMPETITIVE BIDDING  
FOR ESTABLISHING A LONG TERM AGREEMENT  
TO CARRY-OUT UTERINE PROLAPSE (UP) SURGERY  
ICB No. UNFPA/NPL/002/2009**

Dear Sir/Madam,

1. The United Nations Population Fund (UNFPA), Nepal invites sealed Bids for entering a Long Term Agreement (LTA) to **carry-out Uterine Prolapse surgery for its regular and humanitarian assistance programme in Nepal.** The specific services solicited are listed in Annex III: Services Specifications.

The UNFPA regular and humanitarian assistance programmes are focused on quality reproductive health regular service provision and also for crisis-affected communities, especially women, by providing them with services and other forms of support.

At present about 600,000 women are affected by uterine prolapse (UP) and among them 180,000 women require immediate treatment. The UNFPA has been supporting for UP surgeries from last 4-5 years in different districts. UNFPA would like to continue this supporting in collaboration with Government of Nepal and other private organizations/institutions who have demonstrated experiences in the area of prevention and treatment of UP.

2. The Technical proposal containing the service provision shall be submitted together with the financial proposal containing the price information according to Annex II, Annex III and Annex VI. The evaluation of the Technical proposal will take place prior to the evaluation of the financial proposals. Only technically compliant bids will be considered for financial evaluation. Consequently, there will be 2 separate bid openings held, one for Technical proposals and one for financial proposals.
3. The bidder shall not be required to quote for provision of services the entire region. However, bidders are encouraged to quote for a many region as possible.
4. To enable you to submit a Bid, please read the following attached documents carefully:
  - Instructions to Bidders ..... Annex I
  - Terms of Reference (TOR) ..... Annex II

- Services specifications/Quality Criteria..... Annex III
  - UNFPA General Terms and Conditions ..... Annex IV
  - Bid Submission Form ..... Annex V
  - Price Schedule Form ..... Annex VI
3. The Bid shall reach UNFPA's reception no later than 30 September 2009 at 16.00 hours (Kathmandu time) at the following address: UNFPA Nepal, Shanta Bhawan Road, Jhamsikhel, Lalitpur, and PO Box 107, Kathmandu, Nepal.
  4. The Technical Proposal shall be opened on 4 October 2009 at 14.00 hours (Kathmandu time) at the office of UNFPA, (Jhamsikhel). The Financial Proposal shall be opened after the evaluation of Technical Proposals is completed and compliant bids are identified.
  5. Bids received after the above stipulated date and time shall not be accepted under any circumstances. Bids delivered through courier and post later than date due shall not be registered and shall be returned unopened.
  6. The award of the Bid shall be announced by UNFPA subsequently. Both successful and unsuccessful Bidders shall be notified in writing by UNFPA.
  7. Any questions relating to the attached documents shall be addressed in writing to [registry-np@unfpa.org](mailto:registry-np@unfpa.org).
  8. The resultant Long Term Agreement shall be valid until 31 December 2011.
  9. This letter is not to be construed in any way as an offer to Long Term Agreement with your firm.

Yours sincerely,

**Ian McFarlane**  
**UNFPA Representative**  
**Nepal**



**UNITED NATIONS POPULATION FUND**

**INTERNATIONAL COMPETITIVE BIDDING FOR ESTABLISHMENT OF  
A LONG TERM AGREEMENT  
TO CARRY-OUT Uterine Proplase (UP) SURGERY  
ICB No. UNFPA/NPL/002/2009**

**4 September 2009**

## Table of Contents

ANNEX I: Instructions to Bidders .....	5
A. Introduction.....	5
1. Eligible Bidders .....	5
2. Cost of Bid .....	5
B. Solicitation Documents.....	5
3. UNFPA Bid document.....	5
4. Clarifications of solicitation document .....	5
5. Amendments of UNFPA Bid solicitation document .....	5
C. Preparation of Bid.....	6
6. Language of the Bid.....	6
7. Documents to be submitted with Bid .....	6
8. Bid Currency and Prices .....	6
9. Conversion of Single currency .....	6
10. Validity of Bid.....	6
D. Submission of Bids .....	7
11. Partial Bids .....	7
12. Technical and Financial Bids.....	7
13. Sealing and Marking of Bids (hard copies) .....	7
14. Deadline for Submission of Bids/Late Bids .....	8
15. Modification and Withdrawal of Bids .....	8
16. Storage of Bids .....	8
E. Opening and Evaluation of Bids.....	8
17. Opening and Examination of Bids.....	8
18. Clarification of Inspection of Facilities of Bids .....	9
F. Award of Contract (Long Term Agreement) .....	9
19. Award Criteria.....	9
20. Right to vary requirements at time of award .....	9
21. Signing of the Contract (Long Term Agreement) .....	10
ANNEX II: Terms of Reference (TOR).....	11
ANNEX III: Services Specifications/Quality Criteria .....	14
ANNEX IV: UNFPA General Terms and Conditions .....	15
ANNEX V: Bid Submission Form .....	21
ANNEX VI: Price Schedule Form .....	22

## **ANNEX I: Instructions to Bidders**

### **A. Introduction**

#### **1. Eligible Bidders**

This bid is open to the interested bodies from registered businesses and registered national and international Non-Governmental Organizations.

#### **2. Cost of Bid**

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

### **B. Solicitation Documents**

#### **3. UNFPA Bid document**

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

#### **4. Clarifications of solicitation document**

A prospective Bidder requiring any clarification on the Bid solicitation documents may notify UNFPA in writing within one week (5 days) from the date of issue of the Bid. UNFPA shall respond in writing to any request for clarification received and circulate its response (including an explanation of the query but without identifying the source of enquiry) on website. A copy of UNFPA's answer shall also be posted in the UNFPA website <http://nepal.unfpa.org> and in the UN Global Marketplace <http://ungm.org>.

#### **5. Amendments of UNFPA Bid solicitation document**

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

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

## **C. Preparation of Bid**

### **6. Language of the Bid**

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

### **7. Documents to be submitted with Bid**

For UNFPA's acceptance of the Bid, the Bidder should furnish documentary evidence of:

- a. Completed Bid Submission Form (Annex V)
- b. Completed Price Schedule Form (Annex VI)

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

### **8. Bid Currency and Prices**

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

Where installation, commissioning, training or other similar services are required to be performed by the bidder, the bidder shall include the prices for these services breakdown into itemized prices.

All prices shall be quoted Nepali Rupees. The Bidder shall indicate on the appropriate Price Schedule the unit prices it proposes to supply under the Long Term Agreement.

### **9. Conversion of Single currency**

To facilitate evaluation and comparison, UNFPA Nepal will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Prices are payable to US dollars at the official UN exchange rate on the last day for Submission of Bids.

### **10. Validity of Bid**

The prices of the Bid shall be valid for the first 18 months of the Long Term Agreement, i.e. until 31 December 2011.

A proposal valid for a shorter period shall be rejected by UNFPA on the grounds that it is non-compliant. UNFPA may solicit the Bidder's consent for an extension of the period of validity under exceptional circumstances.

## **D. Submission of Bids**

### **11. Partial Bids**

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

### **12. Technical and Financial Bids**

A Bid shall consist of two parts: the Technical Proposal and the Financial Proposals.

The Technical Proposal containing the services specifications and the Financial Proposal containing price information shall be submitted on the same deadline 30 September 2009 and submitted in two separate envelopes.

- The **Technical Bid** shall be prepared in accordance to Annex III: Services Specification/Quality criteria of the bidding document.
- The **Financial Bid** shall be prepared in accordance to Annex VI: Price Schedule Form of the bidding document. **The financial bid should contain a price schedule to be considered for the Long Term Agreement valid till 31<sup>st</sup> December 2011.**

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

### **13. Sealing and Marking of Bids (hard copies)**

When submitting in hard copies, the Bidder shall prepare two sets of documents, one stamped as "Original" and the other one stamped as "Copy". In the event of a discrepancy between them, the original shall govern.

The envelopes, separate for technical and financial, must be clearly marked with the following:

*UNITED NATIONS POPULATION FUND (UNFPA)  
Jhamsikhel, Sanepa, Lalitpur  
Nepal*

**ONLY TO BE OPENED BY AUTHORISED UNFPA PERSONNEL**

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

If the outer envelope is not sealed and marked as required, UNFPA Nepal shall assume no responsibility for the Bid's misplacement or premature opening which might affect the bidding results.

#### **14. Deadline for Submission of Bids/Late Bids**

Bids must be delivered to the office on or before the date and time specified in Para 12 of these Solicitation Documents.

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

Any Bid received by UNFPA after the Deadline for Submission of Bids shall be rejected and returned unopened to the Bidder. UNFPA shall not be legally responsible for Bids that arrived late due to the Bidder's problems with transmission of Bid submissions via email and/or with the courier company.

#### **15. Modification and Withdrawal of Bids**

The Bidder may withdraw its Bid after the submission, provided that written notice of the withdrawal is received by UNFPA before the opening date 04 October 2009.

No Bid may be modified after passing of the deadline for opening of Bids.

#### **16. Storage of Bids**

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

#### **E. Opening and Evaluation of Bids**

#### **17. Opening and Examination of Bids**

The UNFPA shall open all Bids in the presence of Committee comprising of member from UNFPA and other agencies.

When opening the Technical Proposal, UNFPA shall register the name of the bidder and the lots the bidder is presenting the offer for (see Annex II, Terms of Reference Para 5 "Coverage of Bids").

When opening the Financial Proposal, UNFPA shall register the name of the bidder and the Bid prices per lot.

No Bid shall be rejected at Bid opening, except for late Bids which shall be returned unopened to the Bidder pursuant to clause 13 of Instructions to Bidders.

Withdrawn Bids shall be returned unopened to the Bidders.

#### **18. Clarification of Inspection of Facilities of Bids**

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

#### **F. Award of Contract (Long Term Agreement)**

#### **19. Award Criteria**

UNFPA shall award the Long Term Agreement to the lowest priced Bidder whose Bid complies with all the conditions and specifications of this invitation to Bid.

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

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

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

A Bid that is rejected by UNFPA may not be made complaint by the Bidder by correction of the non-conformity after the opening of the bids. A compliant Bid is defined as one which conforms to all the terms and conditions of the UNFPA's Bid solicitation documents without deviations.

#### **20. Right to vary requirements at time of award**

UNFPA reserves the right at the time of award of Long Term Agreement to increase or decrease by up to 10% the quantity of services specified in this Bid without any change in price or other terms and conditions.

The consequent LTA shall be applicable and used by any other UN agency which might result in increase of quantity of purchased goods.

**21. Signing of the Contract (Long Term Agreement)**

UNFPA Nepal shall send the successful Bidder the Long Term Agreement, which constitutes the Notification of Award. The successful Bidder shall sign, date the Long Term Agreement and return it to UNFPA within 15 days of receipt of the Long Term Agreement.

## **ANNEX II: Terms of Reference (TOR)**

### **Surgical Treatment for Uterine Prolapse (UP)**

#### **1. Background**

UNFPA's collaboration with the Government of Nepal in the area of population and development dates to 1974. The 6<sup>th</sup> Programme of Assistance to the Government of Nepal is from 2008-2010. The current Country Programme responds to the national priorities expressed in the 3 Years Interim Plan (2007/08-2009/10) and correlated sectoral documents such as for instance the Three-Year National Interim Health Plan (2008-2010).

UNFPA has been working closely with the Ministry of health and population (MOHP) and NGOs in delivering prevention and management of uterine prolapse. Furthermore, based on RH needs and requests from District Public/Health Offices for surgical treatment, UNFPA has been supporting surgical treatment of uterine prolapse cases from Saptari, Mahottari, Rautahat, Kapilvastu, Dang and Dadeldhura districts through its regular programme budget. In addition UNFPA has been supporting UP treatment in remote districts of mid western and far western development regions. So far UNFPA has supported UP surgical interventions in 32 districts of Nepal. Some quick win projects have also supported UP surgical cases in other districts. 3168 UP cases were operated (693 in 2006, 931 in 2007 and 1544 in 2008) with the financial assistance from UNFPA Core Fund, European Commission for Humanitarian Aid, Japanese Government and Danida.

The Major partners to treat the UP were Public Health Concern Trust /Nepal, Nepalgunj Medical College, BP Memorial Health Foundation, Sagarmatha Health Foundation, Birgunj Teaching Hospital, Janakpur Zonal Hospital, Koshi Zonal Hospital, Imamura Memorial and Research Centre, Nepal Network for Cancer Treatment and Research, Center for Agro-Ecology Development and Women's Reproductive Rights Program.

Uterine Prolapse is a condition where the uterus moves downward into the vaginal opening when the ligaments that support the uterus can no longer hold the organ in place. It is caused by extensive physical labor, especially, during pregnancy, low availability of skilled birth attendants and rapid succession of pregnancies. More than 600,000 women are suffering from UP, out of that a total of 180,000 among the women suffering from UP need surgical repair in Nepal. UP is a curable condition and surgery is the mainstay of treatment.

The infringement of the basic rights of women have been responsible for the prevailing condition, especially, in the rural areas of Nepal. The government is trying to make treatment more accessible in the rural areas and for the low-income group, where, the prevalence of the condition is higher.

To improve the utilization of RH services through increased access is well recognized in the health sector. People living close to the health facilities utilize services more than people living in distant and remote areas. To provide the health services closer to the doorsteps, the MOHP has adopted the strategy of outreach and mobile camps. The recent conflict situation has further aggravated the problems and those who are poor affected by conflict and living far from health facilities are suffering most. In response to conflict situation, district administration is organizing integrated camps for needy people.

## **2. Rationale/Justification**

Majority of women with prolapse in Nepal cannot use surgical services concentrated in or near large urban centers. There are no surgical services in the rural areas where the clients having prolapse uterus live and they cannot afford to go to hospitals in the cities for economic reasons. That's why there is need for managing their problem of prolapsed uterus in the rural settings by organizing surgical camps.

## **3. Purpose**

An important contribution will be made to the lives of women with genital prolapse in rural areas of Nepal by providing surgical treatment to the socially excluded and poorest women of the communities through out the year.

## **4. Beneficiaries**

The intervention aims to directly benefit the 2000 per year women of reproductive age group living in Nepal particularly women of Dalit/Janajatis, ultra poor and socially excluded groups.

## **5. Coverage of bids**

The suppliers will submit their offers based on the following lots:

Lot 1: Far West Region, 250 surgeries year.

Lot 2: Mid West Region, 500 surgeries year.

Lot 3: West Region, 250 surgeries year.

Lot 4: Central Region, 500 surgeries year.

Lot 5: Eastern Region, 500 surgeries year.

The interested bidders might submit offers for one or more lots, **separately**, and with clear specification about the modalities, facilities, teams involved, unit price per surgery and any other specification required to evaluate each offer.

## **6. Tasks and deliverables**

The UP surgical treatment package will consist on the following services:

- Proper assessment/Client selection/ Detailed history taking
- Counseling in terms of the benefit of operation, types of operation, side effects, post operative care and follow-up.
- Pre-operative investigations including lab tests
- UP surgery
- Post-operative care including maintenance of standard infection prevention procedures in terms of time interval between admission and surgery; release of the clients, responsibilities of the IPs for timely and proper follow-up after surgery(use Procedural Guideline on

Prevention and Treatment of UP – 2009 (GON) and National Service Guideline for management of UP(NESOG).

- Supply of Medicines (post operative)
- Recording/Reporting

## 7. Coordination mechanisms

The supplier will have to coordinate with other UNFPA implementing partners in charge of screening and identifying cases in the rural communities of Nepal. The transportation allowances and other support to be provided to the client and the accompanying person will be managed by those screening in the field.

## 8. Evaluation Criteria

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 350 of the obtainable score of 500 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its compliance to these Term of Reference.

### Evaluation Criteria of Proposal

The evaluation of the successful proposal shall be based upon most compliance to UNFPA requirements. In addition, the financial proposal will be subject to an analysis in order to ensure the realistic linkage with the proposed methodologies and work plan.

<b>Proposal Evaluation Criteria</b>	<b>Score Weight</b>
<b>1. Quality of the technical Proposal</b>	<b>500</b>
The potential capacity to have quality services provided to UNFPA will be considered based on the following:	
(i) Expertise of Firm / Organization	100
(ii) Proposed methodology	250
a) Client oriented	50
b) Coordination with other stakeholders	25
c) Quality of the services provided.	100
d) Follow up mechanisms after discharge from hospital	75
(iii) Personnel/Capacity of organization to undertake UP per month	150
<b>TOTAL</b>	<b>500</b>

The bid securing 70% in technical evaluation will qualify for financial opening. Financial bids of unqualified bidder will be returned unopened.

### **ANNEX III: Services Specifications/Quality Criteria**

- 1 Proper assessment/Client selection/ Detail history taking
- 2 Counseling in terms of the benefit of operation, types of operation, side effects, post operative care and follow-up.
- 3 Pre-operative investigations including lab tests
- 4 UP surgery
- 5 Post-operative care including maintenance of standard infection prevention procedures in terms of time interval between admission and surgery; release of the clients, responsibilities of the IPs for timely and proper follow-up after surgery(use Procedural Guideline on Prevention and Treatment of UP – 2009 (GON) and National Service Guideline for management of UP(NESOG).
- 6 Supply of Medicines (post operative) – IV fluids, Ciprofloxacin injection, Analgesic/sedatives tablets and injections
- 7 Recording/Reporting including financial reporting

## **ANNEX IV: UNFPA General Terms and Conditions**

### **UNFPA GENERAL CONDITIONS OF CONTRACT**

#### **FOR PROFESSIONAL SERVICES**

##### **1. LEGAL STATUS**

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

##### **2. SOURCE OF INSTRUCTIONS**

The Contractor shall neither seek nor accept instructions from any authority external to UNFPA in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNFPA and shall fulfill its commitments with the fullest regard to the interests of UNFPA.

##### **3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

##### **4. ASSIGNMENT**

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

##### **5. SUB-CONTRACTING**

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

##### **6. OFFICIALS NOT TO BENEFIT**

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

## **7. INDEMNIFICATION**

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

## **8. INSURANCE AND LIABILITIES TO THIRD PARTIES**

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

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

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

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

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

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

## **9. ENCUMBRANCES/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 or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

## **10. TITLE TO EQUIPMENT**

Title to any equipment and supplies that may be furnished by UNFPA shall rest with UNFPA and any such equipment shall be returned to UNFPA at the conclusion of this 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. The Contractor shall be liable to compensate UNFPA for equipment determined to be damaged or degraded beyond normal wear and tear.

## **11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

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, or documents and other materials, which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNFPA's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNFPA in compliance with the requirements of the applicable law.

## **12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNFPA OR THE UNITED NATIONS**

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

## **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNFPA, shall be treated as confidential and shall be delivered only to UNFPA authorized officials on completion of work under this Contract.

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

#### **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

- 14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNFPA, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNFPA of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNFPA shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNFPA shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

#### **15. TERMINATION**

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNFPA reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNFPA shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNFPA under this Article, no payment shall be due from UNFPA to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNFPA may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNFPA of the occurrence of any of the above events.

## **16. SETTLEMENT OF DISPUTES**

### **16.1. Amicable Settlement**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this 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 UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

### **16.2. Arbitration**

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **PRIVILEGES AND IMMUNITIES**

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

## **TAX EXEMPTION**

18.1 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 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 United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNFPA to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNFPA to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNFPA before the payment thereof and UNFPA has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under 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.

## **19 CHILD LABOUR**

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers 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.

19.2 Any breach of this representation and warranty shall entitle UNFPA to terminate this Contract immediately upon notice to the Contractor, at no cost to UNFPA.

## **MINES**

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNFPA to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNFPA.

## **OBSERVANCE OF THE LAW**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

## **AUTHORITY TO MODIFY**

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



United Nations Population Fund  
Jhamsikhel, Sanepa, Kathmandu  
Nepal  
Fax: 00911-1-5543073  
Telephone: 00977-1-5523880  
Email: registry-np@unfpa.org  
Website: www.nepal.unfpa.org

**ANNEX V: Bid Submission Form**

To: Ian McFarlane  
UNFPA Representative  
Nepal

Dear Sir/Madam,

The Undersigned, having read the Bidding Document of Invitation to Bid No. UNFPA/002/2009, for the lot number ....., hereby offers to supply the goods specified in the schedule at the price or prices quoted, in accordance with any specifications stated and subject to the Terms and Conditions set out or specified in the document

We agree to abide by this Bid till 31<sup>st</sup> December 2011. We understand that you are not bound to accept any Bid you may .....

Dated this . . . . day of . . . . [year].

Signature: .....

Name: .....

Title: .....

Company: .....

Postal Address .....

Telephone No. ....

Fax No. ....

Email address .....

Validity of Offer .....



### ANNEX VI: Price Schedule Form

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the ICB response.

All prices/rates quoted must be exclusive of all taxes, since the UNFPA is exempt from taxes as detailed in Clause 18 of the General Conditions of Contract (Annex IV). However, applicable taxes to be charged to UNFPA have to be shown at the bottom of the price/rates quoted.

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category, some major activities as per the sample attached with the Terms of Reference (Annex II).

Sr. #	Description	Amount USD
1	Cost toward proper assessment/Client selection/ Detail history taking	
2	Counseling in terms of the benefit of operation, types of operation, side effects, post operative care and follow-up.	
3	Pre-operative investigations including lab tests charge	
4	UP surgery cost	
5	Cost toward Post-operative care including maintenance of standard infection prevention procedures in terms of time interval between admission and surgery; release of the clients, responsibilities of the IPs for timely and proper follow-up after surgery(use Procedural Guideline on Prevention and Treatment of UP – 2009 (GON) and National Service Guideline for management of UP(NESOG).	
6	Supply of Medicines(post operative) estimated cost	
7	Cost toward follow up after discharge from hospital	
	<b>Total unit cost (per operation)</b>	

### Format of Report from Implementing Partners

Issues	Included	Remarks
<b>Contents of report – general</b>		
1. Title Page	☐	<ul style="list-style-type: none"> <li>• Author(s)' names and affiliations are identified</li> <li>• Title identifies activities</li> </ul>
2. Executive Summary	☐	<ul style="list-style-type: none"> <li>• Description of program/project</li> <li>• Brief overview purpose and objectives</li> <li>• Summary of main findings</li> <li>• Implications of findings</li> <li>• Recommendations</li> </ul>
3. Table of Contents	☐	<ul style="list-style-type: none"> <li>• All first and second level headers</li> <li>• List of acronyms or abbreviations is included</li> </ul>
4. Introduction & background	☐	<ul style="list-style-type: none"> <li>• Purpose, objectives and specific questions</li> <li>• Description of the program/project</li> <li>• Identification of target population and stakeholders</li> <li>• Overview and description of report structure</li> </ul>
5. Planning and development of activity	☐	<ul style="list-style-type: none"> <li>• Inclusion of <i>previous findings</i> (recommendations, lessons learnt, best practices, research results)</li> <li>• Inclusion of <i>indicator baselines</i> (sample size, needs assessment, reference information etc.)</li> <li>• Methods of data collection (M&amp;E activities)</li> <li>• Limitations of the activity</li> </ul>
6. Results	☐	<ul style="list-style-type: none"> <li>• Clear findings of the activity</li> <li>• Understandable charts, tables, and graphs</li> <li>• All objectives/specific questions are addressed</li> </ul>
7. Conclusion and Recommendations	☐	<ul style="list-style-type: none"> <li>• Interpretation and analysis of findings</li> <li>• Conclusion fairly reflects the findings</li> <li>• Recommendations are based on findings</li> </ul>
8. References and Appendices	☐	<ul style="list-style-type: none"> <li>• References cover all in-text citations</li> <li>• All appendices referenced in the text are included</li> <li>• Financial overview</li> </ul>
9. Report ≤ 30 pages	☐	

Name staff member

Signature

