



United Nations Population Fund  
UN House  
Pulchowk, Lalitpur, Nepal  
Email: [nepal.unfpa@unfpa.org](mailto:nepal.unfpa@unfpa.org)  
Website: [nepal.unfpa.org](http://nepal.unfpa.org)

Date: 1 October 2024

## REQUEST FOR QUOTATION RFQ N° UNFPA/NPL/RFQ/24/014

Dear Sir/Madam,

UNFPA hereby solicits a quotation for the following service:

### **“Study to support learning and content innovation in safe spaces”.**

UNFPA requires the provision of services to study to support learning and content innovation in Safe Spaces by a comprehensive functional needs assessment and identification of the content that can be employed in a revised curriculum in safe spaces (physical and digital) to be able to coach participants and provide a learning environment in line with the Rupantaran learning approach. Whilst part of the existing Rupantaran content is available important modules that align with the expanded content vision for the SAFE-Girls project need to be identified and a strategy devised to structure this content as a package to be absorbed into the programme.

#### **I. About UNFPA**

UNFPA, the United Nations Population Fund (UNFPA), is an international development agency that works to deliver a world where every pregnancy is wanted, every child birth is safe and every young person’s potential is fulfilled.

UNFPA is the lead UN agency that expands the possibilities for women and young people to lead healthy sexual and reproductive lives. To read more about UNFPA, please go to: [UNFPA about us](#)

#### **Service Requirements/Terms of Reference (ToR)**

##### **Study to support learning and content innovation in safe spaces**

##### **Background**

The project ‘safe and enabling environment for adolescent girls and young women’ (SAFE-Girls) targets harmful practices and gender-based violence experienced by adolescent girls and young women in three provinces of Nepal where levels of gender-based violence and harmful practices are high. Outcome 1 of this project provides safe spaces for young women and adolescent girls to build support networks that promote knowledge and skills. Through learning, mentoring, and peer-based discussions in physical and digital spaces, girls are equipped with the social capital to make independent decisions about their lives, including their sexual and reproductive health and rights. The strategy for safe spaces includes introducing innovative content that is available on a free-to-use basis including digital content that can be accessed through the internet. The content should support increase levels of girls and women capabilities to be able to seek information, access services and lead social changes through collective actions by young people by exploring innovative contents and applications available through open sources under guidance of trained mentors.



## Scope of work

Available content that supports the development of adolescent girls and boys has expanded exponentially in the past 5 years. Much of this content and information is free at the point of access through government and civil society organisations that have produced it, or through the internet. The learning and mentoring environment has the potential to rapidly change in Nepal. The rapid growth of the Internet and cheap affordable smartphone technology has made profound changes in the way that Nepal youth access information. At the same there remains a strong reliance on non-media communications from community pillars with key sources of information such as teachers and health workers recording high levels of trust from communities with 56 percent of respondents responding teachers were the most trusted source of information followed by health workers 55 percent.

In order to harness these opportunities in safe spaces for adolescent girls and boys the terms of reference for this bid requires a comprehensive functional needs assessment and identification of the content that can be employed in a revised curriculum in safe spaces (physical and digital) to be able to coach participants and provide a learning environment in line with the Rupantaran learning approach. Whilst part of the existing Rupantaran content is available important modules that align with the expanded content vision for the SAFE-Girls project need to be identified and a strategy devised to structure this content as a package to be absorbed into the programme.

The scope of work includes 1) In order to generate increased evidence as to what is required for the successful introduction of innovative content including digital tools in safe spaces in a first phase a functional needs assessment will be carried out to ascertain user content needs and gaps, provide strategies for the adoption of learning pathways in safe spaces and a revised content curriculum plan and workplan for successful rollout. And 2) in a second phase develop a full catalogue of content that will be designed to form an innovate curriculum that updates the current teaching modules to include updated and novel and digital content and tools.

## Study objectives

As part of Project Outcome 1, a functional needs assessment will be conducted using existing evidence, focus group interviews, and qualitative methods to optimize the introduction of digital content in safe spaces. The approach aims to ensure the successful adoption and impact of digital content in the project sites. The objectives include:

1. **Assessing User Competencies and Preferences:** Identify user skills, preferences, and literacy levels, including digital literacy.
2. **Determining Investment Needs:** Outline the human and material resources needed for safe spaces to successfully adopt innovative and digital content.
3. **Identifying Content Gaps:** Identify gaps in current content and learning approaches and suggest innovative content and teaching methods to address these gaps.
4. **Providing a Costed Implementation Plan:** Develop a time-bound, budgeted plan for integrating innovative and digital content into the curriculum for safe spaces.
5. **Create comprehensive a Curriculum/ guidelines:** Create a comprehensive curriculum that incorporates updated and digital tools into existing teaching modules.



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### Scope of work/ deliverables

- In consultation with UNFPA design a functional needs assessment research framework;
- Conduct desk research and focus group research to inform functional needs assessment in target areas including Rupantaran participants;
- Provide an analysis of learning and digital competencies, preferences and levels of learning capabilities of target cohorts;
- Produce a functional needs assessment including an outline of *requirements, needs and gaps* including content gaps, broken down to activity and input levels for the successful incorporation of novel and digital content in specific content areas;
- Identify a selection of physical and digital content that can be combined in a revised curriculum based on content gaps identified.
- Test the assumptions in the functional needs assessment in proof-of-concept sessions;
- Produce a final report (max 25 pages plus annexes) that includes 1) a functional needs assessment 2) an indicative list of human and material resources, and activities to roll out an expanded content (physical and digital) library in 20 palikas 3) an annex with a timebound workplan and costed resources to aid the diffusion of the expanded content.
- Utilising available material create a comprehensive curriculum for safe spaces to be employed by safe space mentors with the goal of providing a learning environment that supports adolescent girls build social capital and works towards their wider empowerment including in their sexual and reproductive health and rights.
- Liaise with officials to open entry points for wider adoption of the new expanded content beyond pilot districts.

### Desired background and experience

The successful bidder will have at least 5-7 years of experience working with young people. It/ they should also have a good track record and a demonstrated ability of working in developing novel content for mentoring including in digital spaces and creating learning content for young people that is innovative, context driven and targets adolescent girls and boys preferably in remote locations of Nepal. It/ they will have a strong track record and good understanding of developing training modules including e-learning platforms in the areas of youth empowerment including adolescent's sexual and reproductive health and rights. The bidder should also be capable of designing qualitative research including focus group research.

Interested companies and individuals are requested to apply with the following:

For a company:

Outline of track record and experience in the area of work and key expertise;

Record of conducting research or developing learning content including digital platforms for users in Nepal;

Legal documents;

Letter of application;

Copy of catalogue or samples of work in a similar field;

Outline of methodology and approach to conduct the research and functional needs assessment (1,000 words);

Price.

### Timeline



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The study and content development should be completed in 12 weeks following signing of contract.

## II. Questions

Questions or requests for further clarifications should be submitted in writing to the contact person below:

|                                  |                       |
|----------------------------------|-----------------------|
| Name of contact person at UNFPA: | <i>Prakash Rai</i>    |
| Tel N <sup>o</sup> :             | <i>+977 1 5423880</i> |
| Email address of contact person: | <i>prai@unfpa.org</i> |

The deadline for submission of questions is Tuesday, 8 October 2024. Questions will be answered in writing and shared with parties as soon as possible after this deadline.

## III. Eligible Bidders

This Request for Quotation is open to all eligible bidders; to be considered an eligible bidder for this solicitation process you must comply with the following:

- A bidder must be a legally-constituted company that can provide the requested services and have legal capacity to enter into a contract with UNFPA to perform in the country, or through an authorized representative.
- A bidder must not have a conflict of interest regarding the solicitation process or with the TORs / Technical Specifications. Bidders found to have a conflict of interest shall be disqualified.
- At the time of Bid submission, the bidder, including any JV/Consortium members, is not under procurement prohibitions derived from the [Compendium of United Nations Security Council Sanctions Lists](#) and has not been suspended, debarred, sanctioned or otherwise identified as ineligible by any [UN Organization](#) or the [World Bank Group](#).
- Bidders must adhere to the UN Supplier Code of Conduct, which may be found by clicking on [UN Supplier Code of Conduct](#).

## IV. Content of quotations

Quotations should be submitted via a TWO-envelope system. Interested Bidders are requested to submit their Technical Bid & Declaration Form **separately** from their Financial Bid containing the price information. Each envelope shall consist of a single email whenever possible, depending on file size.

- a) Technical proposal, in response to the requirements outlined in the service requirements / TORs.
- a) Signed Declaration Form, to be submitted strictly in accordance with the document.
- b) Price quotation, to be submitted strictly in accordance with the price quotation form.

Both parts of the quotation must be signed by the bidding company's relevant authority and submitted in PDF format.

## V. Instructions for submission

Proposals should be prepared based on the guidelines set forth in Section III above, along with a properly filled out and signed price quotation form, and are to be sent by email to the address indicated below no later than: **Thursday, 24 October 2024 at 5:30 PM Nepal Time<sup>1</sup>**.

<sup>1</sup> <http://www.timeanddate.com/worldclock/city.html?n=69>



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|                                  |  |
|----------------------------------|--|
| Name of contact person at UNFPA: | <i>Prakash Rai</i>   |
| Official Email address:          | <a href="mailto:bid.nepal@unfpa.org">bid.nepal@unfpa.org</a> |

Please note the following guidelines for electronic submissions to UNFPA’s dedicated email address:

- The following reference must be included by the Bidder in the email subject line:
  - UNFPA/NPL/RFQ/24/014 – [Company name], Technical Bid
  - UNFPA/NPL/RFQ/24/014 - [Company name], Financial Bid
  - Submissions without this text in the email subject line may be rejected or overlooked and therefore not considered.
- It is the Bidder’s responsibility to assure compliance with the submission process. If the envelopes or emails are not marked / submitted per the instructions, UNFPA will neither assume responsibility for the bid’s misplacement or premature opening nor guarantee the confidentiality of the Bid process. Incorrect submissions might result in your Bid being declared invalid.
- Please do NOT send the emails containing your offer to any other email address (not even as a copy (CC) or blind copy (BCC)); 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.
- The total email size may not exceed **20 MB (including email body, encoded attachments and headers)**. Where the technical details are in large electronic files, it is recommended that these be sent separately before the deadline.
- When submitting electronic offers, Bidders will receive an auto-reply acknowledging receipt of the **first** email. Should your offer require you to submit more than one email, in the body of this first email, bidders are requested to list the number of messages, which make up their technical offer and the number of messages, which make up their financial offer. If you do not receive any auto-reply for the first email from UNFPA’s email system, please inform Prakash Rai, Procurement Associate at: [prai@unfpa.org](mailto:prai@unfpa.org).
- Any quotation submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of any quotation by UNFPA. UNFPA is under no obligation to award a contract to any bidder as a result of this RFQ.

**VI. Overview of Evaluation Process**

The evaluation will be carried out in a two-step process by an ad-hoc evaluation panel. Technical proposals will be evaluated and scored first, prior to the evaluation and scoring of price quotations

**Technical Evaluation**

Technical proposals will be evaluated based on their responsiveness to the service requirements /TORs listed in Section II and in accordance with the evaluation criteria below.

| Criteria   | [A]<br>Maximum Points | [B]<br>Points obtained by Bidder | [C]<br>Weight (%) | [B] x [C] = [D]<br>Total Points |
|--|-----------------------|----------------------------------|-------------------|---------------------------------|
| Track record and experience in the area of work and key expertise. | 100                   |                                  | 25%               |                                 |



|   |     |  |      |  |
|---|-----|--|------|--|
| Proven track record of conducting research and creating curriculum including on digital content/users in Nepal.         | 100 |  | 25%  |  |
| The quality of the catalogue or samples of work in a similar field.   | 100 |  | 25%  |  |
| Outline of methodology and approach to conduct the research and functional needs assessment and curriculum development. | 100 |  | 25%  |  |
| <i>Grand Total All Criteria</i>   | 400 |  | 100% |  |

The following scoring scale will be used to ensure objective evaluation:

| Degree to which the Terms of Reference requirements are met based on evidence included in the Bid submitted | Points out of 100 |
|---|-------------------|
| Significantly exceeds the requirements  | 90 – 100          |
| Exceeds the requirements  | 80 – 89           |
| Meets the requirements  | 70 – 79           |
| Partially meets the requirements  | 1 – 69            |
| Does not meet the requirements or no information provided to assess compliance with the requirements        | 0                 |

**Financial Evaluation**

Price quotes will be evaluated only for bidders whose technical proposals achieve a minimum score of 70 points in the technical evaluation.

Price quotes will be evaluated based on their responsiveness to the price quote form. The maximum number of points for the price quote is 100, which will be allocated to the lowest total price provided in the quotation. All other price quotes will receive points in inverse proportion according to the following formula:

$$\text{Financial score} = \frac{\text{Lowest quote (\$)}}{\text{Quote being scored (\$)}} \times 100 \text{ (Maximum score)}$$

**Total score**

The total score for each proposal will be the weighted sum of the technical score and the financial score. The maximum total score is 100 points.

$$\text{Total score} = 70\% \text{ Technical score} + 30\% \text{ Financial score}$$



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#### **VII. Award Criteria**

In case of a satisfactory result from the evaluation process, UNFPA intends to award a Professional Service Contract on a fixed-cost basis to the Bidder(s) that obtain the highest total score.

#### **VIII. Right to Vary Requirements at Time of Award**

UNFPA reserves the right at the time of award of contract to increase or decrease by up to 20% the volume of services specified in this RFQ without any change in unit prices or other terms and conditions.

#### **IX. Payment Terms**

UNFPA payment terms are net 30 days upon receipt of invoice and delivery/acceptance of the milestone deliverables linked to payment as specified in the contract.

#### **X. Fraud and Corruption**

UNFPA is committed to preventing, identifying, and addressing all acts of fraud against UNFPA, as well as against third parties involved in UNFPA activities. UNFPA's policy regarding fraud and corruption is available here: [Fraud Policy](#). Submission of a proposal implies that the Bidder is aware of this policy.

Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the UNFPA Office of Audit and Investigations Services as well as with any other oversight entity authorized by the Executive Director and with the UNFPA Ethics Advisor as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNFPA to repudiate and terminate the Agreement, and to debar and remove the supplier from UNFPA's list of registered suppliers.

A confidential Anti-Fraud Hotline is available to any Bidder to report suspicious fraudulent activities at [UNFPA Investigation Hotline](#).

#### **XI. Zero Tolerance**

UNFPA has adopted a zero-tolerance policy on gifts and hospitality. Suppliers are therefore requested not to send gifts or offer hospitality to UNFPA personnel. Further details on this policy are available here: [Zero Tolerance Policy](#).

#### **XII. RFQ Protest**

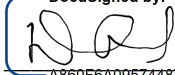
Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a contract may submit a complaint to the UNFPA Head of the Business Unit Won Young Hong, UNFPA Representative at [whong@unfpa.org](mailto:whong@unfpa.org). Should the supplier be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the supplier may contact the Chief, Supply Chain management Unit at [procurement@unfpa.org](mailto:procurement@unfpa.org).

#### **XIII. Disclaimer**

Should any of the links in this RFQ document be unavailable or inaccessible for any reason, bidders can contact the Procurement Officer in charge of the procurement to request for them to share a PDF version of such document(s).



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DocuSigned by:  
  
A860F6A09574487...  
Debashish Chowdhury  
International Operations Manager





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### PRICE QUOTATION FORM

|  |                      |
|--|----------------------|
| <b>Name of Bidder:</b>   |                      |
| <b>Date of the quotation:</b>  |                      |
| <b>Request for quotation N°:</b>   | UNFPA/NPL/RFQ/24/014 |
| <b>Currency of quotation :</b>   | NPR                  |
| <b>Validity of quotation:</b>  |                      |
| <i>(The quotation must be valid for a period of at least 3 months after the submission deadline)</i> |                      |

- Quoted rates must be **exclusive of all taxes**, since UNFPA is exempt from taxes.

| Item  | Description | Number & Description of Staff by Level | Hourly Rate | Hours to be Committed | Total |
|---|-------------|--|-------------|-----------------------|-------|
| <b>1. Professional Fees</b>                         |             |  |             |                       |       |
|   |             |  |             |                       |       |
|   |             |  |             |                       |       |
|   |             |  |             |                       |       |
| <i>Total Professional Fees</i>                      |             |  |             |                       |       |
| <b>2. Out-of-Pocket expenses</b>                    |             |  |             |                       |       |
|   |             |  |             |                       |       |
|   |             |  |             |                       |       |
| <i>Total Out of Pocket Expenses</i>                 |             |  |             |                       |       |
| <b>Total Contract Price</b>                         |             |  |             |                       |       |
| <i>(Professional Fees + Out of Pocket Expenses)</i> |             |  |             |                       |       |

*Vendor's Comments:*

I hereby certify that the company mentioned above, which I am duly authorized to sign for, has reviewed RFQ UNFPA/NPL/RFQ/24/014 including all annexes, amendments to the RFQ document (if applicable) and the responses provided by UNFPA on clarification questions from the prospective service providers. Further, the company accepts the General Conditions of Contract for UNFPA and we will abide by this quotation until it expires.

|                |                             |  |
|----------------|-----------------------------|--|
|                | Click here to enter a date. |  |
| Name and title | Date and place              |  |



## DECLARATION FROM

The undersigned, being a duly authorized representative of the Company represents and declares that:

| 1. | The Company and its Management <sup>2</sup> have not been found guilty pursuant to a final judgement or a final administrative decision of any of the following: | YES                      | NO                       |
|----|--|--------------------------|--------------------------|
|    | a. Fraud;  | <input type="checkbox"/> | <input type="checkbox"/> |
|    | b. Corruption;   | <input type="checkbox"/> | <input type="checkbox"/> |
|    | c. conduct related to a criminal organization;   | <input type="checkbox"/> | <input type="checkbox"/> |
|    | d. money laundering or terrorist financing;  | <input type="checkbox"/> | <input type="checkbox"/> |
|    | e. terrorist offences or offences linked to terrorist activities;  | <input type="checkbox"/> | <input type="checkbox"/> |
|    | f. sexual exploitation and abuse;  | <input type="checkbox"/> | <input type="checkbox"/> |
|    | g. child labour, forced labour, human trafficking; or  | <input type="checkbox"/> | <input type="checkbox"/> |
|    | h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Organization or its Management).                                      | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct.      | <input type="checkbox"/> | <input type="checkbox"/> |

<sup>2</sup> "Management" means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and all other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders.



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|    |  |                          |                          |
|----|--|--------------------------|--------------------------|
| 3. | The Company and its Management are not: bankrupt, subject to insolvency or winding-up procedures, subject to the administration of assets by a liquidator or a court, in an arrangement with creditors, subject to a legal suspension of business activities, or in any analogous situation arising from a similar procedure provided for under applicable national law.                             | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | The Company and its Management have not been the subject of a final judgment or a final administrative decision finding them in breach of their obligations relating to the payment of taxes or social security contributions.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. | The Company and its Management have not been the subject of a final judgment or a final administrative decision which found they created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business ( <i>creating a shell company</i> ). | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. | The Company and its Management have not been the subject of a final judgment or a final administrative decision which found the Company was created with the intent referred to in point (5) ( <i>being a shell company</i> ).   | <input type="checkbox"/> | <input type="checkbox"/> |

The UNFPA reserves the right to disqualify the Company, suspend or terminate any contract or other arrangement between the UNFPA and the Company, with immediate effect and without liability, in the event of any misrepresentation made by the Company in this Declaration.

It is the responsibility of the Company to immediately inform the UNFPA of any changes in the situations declared above.

This Declaration is in addition to, and does not replace or cancel, or operate as a waiver of, any terms of contractual arrangements between the UNFPA and the Company.

Signature:

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Date:

---

Name and Title:

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Website: [nepal.unfpa.org](http://nepal.unfpa.org)

Name of the Company:

UNGM N°:

Postal Address:

Email:

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**ANNEX I:  
General Conditions of Contracts:  
De Minimis Contracts**

This Request for Quotation is subject to UNFPA's General Conditions of Contract: De Minimis Contracts, which are available in: [English](#), [Spanish](#) and [French](#)

Please note that a PDF version of the General Conditions of Contracts must be provided.



## GENERAL CONDITIONS OF CONTRACT

### DE MINIMIS CONTRACTS

1. **LEGAL STATUS OF THE PARTIES:** 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. **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.
3. **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.
4. **SUBCONTRACTING:** In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNFPA for all sub-contractors. The approval of UNFPA of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.
5. **INDEMNIFICATION:** The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNFPA, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, *inter alia*, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.
6. **INSURANCE AND LIABILITY:**
  - 6.1 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.
  - 6.2 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.
  - 6.3 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.
  - 6.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
    - 6.4.1 Name UNFPA as additional insured;
    - 6.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNFPA;
    - 6.4.3 Provide that UNFPA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
  - 6.5 The Contractor shall, upon request, provide UNFPA with satisfactory evidence of the insurance required under this Article 6.
7. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNFPA against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNFPA.

8. **EQUIPMENT FURNISHED BY UNFPA TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNFPA to the Contractor for the performance of any obligations under the Contract shall rest with UNFPA, and any such equipment shall be returned to UNFPA at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNFPA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNFPA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
9. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
- 9.1 Except as is otherwise expressly provided in writing in the Contract, UNFPA shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNFPA under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNFPA.
- 9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNFPA does not and shall not claim any ownership interest thereto, and the Contractor grants to UNFPA a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 9.3 At the request of UNFPA, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNFPA in compliance with the requirements of the applicable law and of the Contract.
- 9.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNFPA, shall be made available for use or inspection by UNFPA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNFPA authorized officials on completion of work under the Contract.
10. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNFPA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations and UNFPA, or any abbreviation of the name of the United Nations and UNFPA in connection with its business or otherwise without the written permission the United Nations and UNFPA.
11. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:
- 11.1 The Recipient shall:
- 11.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,
- 11.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.
- 11.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 11, the Recipient may disclose Information to:
- 11.2.1 any other party with the Discloser’s prior written consent; *and*,
- 11.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under

common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:

- 11.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,
- 11.2.2.2 any entity over which the Party exercises effective managerial control; *or*,
- 11.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

- 11.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, including UNFPA, the Contractor will give UNFPA sufficient prior notice of a request for the disclosure of Information in order to allow UNFPA to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 11.4 UNFPA may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.
- 11.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 11.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

## 12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

- 12.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- 12.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNFPA shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 13, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNFPA shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.
- 12.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNFPA is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

## 13. TERMINATION:



- 13.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.
- 13.2 UNFPA may terminate forthwith this Contract at any time should the mandate or its funding be curtailed or terminated, in which case the Contractor shall be reimbursed by UNFPA for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 13.3 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.
- 13.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNFPA may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UNFPA of the occurrence of any of the above events.
- 13.5 The provisions of this Article 13 are without prejudice to any other rights or remedies of UNFPA under the Contract or otherwise.
14. **NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.
15. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNFPA shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNFPA shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.
16. **SETTLEMENT OF DISPUTES:**
- 16.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.
- 16.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.
17. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.
18. **TAX EXEMPTION:**
- 18.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in

respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNFPA from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNFPA to determine a mutually acceptable procedure.

- 18.2 The Contractor authorizes UNFPA to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNFPA before the payment thereof and 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.

19. **MODIFICATIONS:** 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 this 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 this Contract shall be valid and enforceable against UNFPA unless provided by an amendment to this Contract signed by the Contractor and the Chief of the Procurement Services Branch of UNFPA or such other contracting authority.

**20. AUDITS AND INVESTIGATIONS:**

- 20.1 Each invoice paid by UNFPA shall be subject to a post-payment audit by auditors, whether internal or external, of UNFPA or the United Nations or by other authorized and qualified agents of UNFPA or the United Nations at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNFPA shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNFPA other than in accordance with the terms and conditions of the Contract.
- 20.2 UNFPA may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.
- 20.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNFPA access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNFPA or the United Nations hereunder.

**21. LIMITATION ON ACTIONS:**

- 21.1 Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 16.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.
- 21.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.
22. **ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 23 to 28 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNFPA to terminate the Contract or any other contract with UNFPA immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

23. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNFPA in connection with the performance of its obligations under the Contract. Should any authority external to UNFPA seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNFPA and provide all reasonable assistance required by UNFPA. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNFPA, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the United Nations and UNFPA.
24. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UNFPA any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UNFPA or the award thereof or for any other purpose intended to gain an advantage for the Contractor.
25. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNFPA, as such obligations are set forth in the United Nations and UNFPA vendor registration procedures.
26. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
27. **MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.
28. **SEXUAL EXPLOITATION:**
- 28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.
- 28.2 UNFPA shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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