



United Nations Population Fund
Country office in Kazakhstan
14, A.Mambetov street, Astana city.
Website: <https://kazakhstan.unfpa.org/>
E-mail: kaz.procurement@unfpa.org

Date: 21 February 2023

REQUEST FOR QUOTATION
RFQ N° UNFPA/KAZ/RFQ/2023/001

Dear Sir/Madam,

UNFPA hereby solicits a quotation for the following service:

“Provision of Events Management service for “UNFPA Global Leadership Meeting” from 15th to 20th of May 2023”

UNFPA requires the provision of Events Management Service for organization of the high-level event “Global Leadership Meeting”, which will be held during the week of 15-20 May 2023 and gather around 250 participants from all over the world.

This Request for Quotation is open to all service providers that can provide the requested services and have legal capacity to deliver in the country, or through an authorized representative.

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 childbirth 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)

UNFPA, the United Nations Population Fund and the Republic of Kazakhstan will co-convene a high-level meeting to advance the mandate of UNFPA in Almaty from 15 - 20 May 2023. The Global Leadership Meeting will take place over four days. It will consist of a high-level opening plenary session, closing segments and several interactive sessions. There will also be breakout sessions, and other commemorative events and meetings.

UNFPA is seeking for qualified events management firms to support UNFPA in the management and coordination, so that under the overall management of UNFPA, the event management company/ies, will provide:

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- A. Meeting management services for the Global Leadership Meeting (around 200 participants) to take place at the Hotel Royal Tulip Almaty.
- B. Logistical and other support services for the event including securing and managing the different vendors, for banqueting/catering, transport, accommodation, internet connectivity, audio visual, printing and production, the Hotel Royal Tulip Almaty among others.
- C. Assist in the management of the online registration process, linking with travel and accommodation arrangements for all participants.
- D. Ensure availability of efficient conference support staff and coordinate them during the conference.
- E. Adopting and detailing in your proposal all necessary measures to ensure the event is environmentally friendly and follows sustainability standards.

Event Management

- A. Meeting management services for the Global Leadership Meeting (around 200 participants) to take place at the Hotel Royal Tulip Almaty and provide a creative concept and detailed plan for a successful event.
- ✓ Provide creative and production services as well as onsite event management aimed at creating the best experience for participants. It will include, but is not limited to, the design of the overall event (note that a logo and brand guidelines will be provided), bringing to life the theme and program content, design, and décor. Vendor should advise on the best use of space and best format for different types of venues and topics/sessions.
- ✓ Using the provided brand guidelines produce and deliver the promo/conference materials, such as banners, stage backdrop, nametags, participant giftbags, and other elements related to the creative concept/branding of the event.
- ✓ Setup and teardown/disposal of all conference materials.
- ✓ Manage the event from beginning to end:
 - Liaise and coordinate with the hotel and conference venue management on all the organizational issues.
 - Provide Events Managers (**at least 3 persons**) to be dedicated for the UNFPA on services related to necessity to elaborate event scenario, participation in the meetings/discussions at the UNFPA premises (where applicable), site visits required by the UNFPA; Event Managers must have a higher education, at least 3 years of experience in event managements and excellent knowledge of English, Kazakh and/or Russian languages (to be detailed in CV provided in the Form D: Format of Technical Bid);
 - Ensure that the recommended venues are checked by UNDSS (United Nations Department of Safety and Security) per the UNDSS Security Requirements.



- Accurately advise UNFPA requesting unit of deadlines and other relevant information every time to avoid cancellations of bookings.
- ✓ Organize side events (cultural event or city sightseeing) upon UNFPA request;
- B. Logistical and other support services for the Global Leadership Meeting including securing and managing the different vendors, for banqueting/catering, transport, accommodation, internet connectivity, audio visual, printing and production, at the Hotel Royal Tulip Almaty among others.
- ✓ Invitations and information:
 - Manage invitations, including follow up, for participants, moderators and facilitators among other either by hard copy or electronic;
 - Provide visa arrangements and visa support to event participants upon UNFPA request with the relevant Ministry;
- ✓ Ground Transportation
 - Arrange and confirm shuttle service for airport pick-up for event participants, as well as local operation, including identifying in collaborating with the Steering Committee Logistic Coordination Team to identify local transportation companies;
 - Arrange VIP airport pickups for the high-level delegates in close collaboration with MFA and Almaty Akimat protocol services;
- ✓ Registration of Participants
 - Arrange participants' registration to the event, including
 - list of participants with relevant contact details;
 - staffing of event reception/registration desk;
 - monitoring of and reporting on actual attendance at the event.
 - Specific requirements for each request will be provided/agreed in writing prior to commencement of the services.
 - Assist in the coordination for the registration processes and management of the registration lists
 - Compile and keep up to date overall confirmed registration lists -participants, speakers, support staff, event management team, ushers, etc.
 - Manage a one-stop general information support service for Participants (including general tourism info)
- ✓ Meeting Reference Materials
 - Production of meeting documents and information materials
 - Use approved design and branding to develop small items needed, such as stage name plates, directional signage, etc.



- Print, assemble and manage nametags for all participants (design files provided)
- Table tags for plenary arranged/in order
- Prepare and distribute an arrival information pack to participants
- ✓ Main Venue Arrangement (Hotel Royal Tulip Almaty)
 - Arrange of events space: pre-event venue visit to ensure that all the requirements of UNFPA specifically for the Global Leadership Meeting in relation to the event venue, equipment and meals are met.
 - Review equipment and audio visual capability of the hotel and arrange supplementary equipment rental if required to achieve the goals of the event
 - Arrange and ensure one plenary and at least five breakaway rooms are arranged according to specifications and ready for the Meetings as required (as per specified meetings' schedule). This also includes seating nameplates at the main table(s).
 - Oversee the set up of any additional areas in the venue used for creative installations
 - The Contractor to process changes/cancellations duly authorized by UNFPA to agreed event management services as required.
 - Ensure that all the venues accessed during the GLM are accessible and inclusive, at the same time have facilities/rooms for people with disabilities; please request the organizing committee for response(s) to questionnaire on accessibility that the main venue & hotels have provided.
 - Cross-check possibilities for seating arrangements and all related meeting facilities
 - Arrange and manage appropriate VIP lounge. This should include serving of tea, coffee and soft drinks all day, provision of workstations/meeting rooms, cleaning of these facilities done at regular defined intervals.
 - Arrange pens and writing pads (meeting package)
 - Produce and set up signage for the event using approved brand look
 - Based on epidemiological situation, the Contractor to respect sanitary rules by provision of surgical single use masks for participants, make sure availability of sanitizers, make sure distance with appropriate seating arrangements. The Contractor should also follow the rules for their staff when providing services. This also matters when providing transport and airport transfer services
- ✓ Secretariat Room
 - Ensure that set up of secretariat room is correct and fit for purpose
 - Ensure that secretariat room is staffed
 - Provide stationery for secretariat room
- ✓ Meeting coordination & support services
 - Manage the different vendors, for banqueting/catering, transport, accommodation etc..
 - Coordinate all logistics & technical requirements requested, secure and manage



- vendors as required
- Coordinate logistics and set up with the meeting venue and various UNFPA staff
 - Sourcing, coordinating, setting-up & dismantling of venue and all equipment in consideration of all procedures and guidelines of KICC (facilities management, health, safety, security, etc.
 - Arrange an event consumable: flipchart paper, markers, participant folder with stationery and materials, direction signs holders, setting banners etc. Specific requirements for each request will be provided/agreed in writing prior to commencement of the services.
- ✓ Hospitality and Catering
- Main venue will be contracted for the provision of coffee breaks and lunches for the duration of the Global Leadership Meeting; however, the contractor will be expected to liaise with the hotel to:
 - Ensure that catering services are in accordance with the sanitary norms and regulations upon UNFPA request;
 - Make timely arrangements for serving meals (lunch, coffee breaks, dinner, reception) in line with the UNFPA request. Specific requirements for each request will be provided/agreed in writing prior to commencement of the services.
 - Make timely arrangements for serving still water in **glass bottles** or jar (0.5L per 1 participant for half-day event) during an event. **No plastic bottles/ nor single use utensils.**
 - Organize dinners for upon UNFPA request;
 - Organize side events (cultural event or city sightseeing) upon UNFPA request;
- ✓ Information Systems and Technology
- Main venue will be contracted for the provision of all necessary audio-visual equipment. However, the contractor is expected to review the facilities and equipment available and make timely arrangements for the rental of additional electronic and audio-visual equipment as needed (screen, LCD, pointers, notebooks/laptops, desktop, printers, photocopy machine, conference system,,, lightning, cable extension, etc.). Specific requirements for each request will be provided/agreed in writing prior to commencement of the services.
 - Provide copying and printing of materials services as well as technical support, including IT support, coordination with venue management throughout the event period and ensure that all requirements are provided and arranged in a timely manner and as required.
 - Contract with photographers and videographers to document the event. Quick turnaround video production services may be needed. Specific requirements for each request will be provided/agreed in writing prior to commencement of the



services.

- Ensure sustained **Internet** and **WiFi connectivity** with reasonable bandwidth for the main areas as well as all the side events. The contractor must calculate a need for reasonable bandwidth in consultation with the conference secretariat. Following is a list of some of the services:
 - WiFi for delegates
 - Dedicated WiFi for VIPs
 - Internet for video streaming
 - Internet for registration machines
 - Internet for network printers

C. Ensure availability of efficient conference support staff during the meeting.

- ✓ Provide staffing of event reception/registration desk;
- ✓ Provide events stationery and printing handouts, agendas and event kits for participants, press walls, promo materials – if requested and may be subject to changes based on specific request;
- ✓ Provide administrative and technical support during events.


D. Adopting and detailing in your proposal all necessary measures to ensure the event is environmentally friendly and follows sustainability standards.

Service Standards

- The contractor shall provide polite, responsive, and efficient service at all times to fulfill the respective requirements. As a service objective, telephone calls and emails should be answered promptly.
- The contractor shall not favour any service provider when making reservations. The contractor shall maintain excellent relations with all subcontractors for the benefit of UNFPA.
- The contractor shall acknowledge immediately any complaints and disputes which arise and resolve them within ten (10) days.

Quality Control for the Services

- The contractor shall monitor the quality of the services provided to UNFPA on a regular and continual basis. These procedures shall include a self-inspection system covering all the services to be performed in the contract, and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to the respective UNFPA. UNFPA shall be notified of any deficiencies found and corrective action taken.

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- UNFPA reserves the right to conduct their own quality control surveys to ensure the adequacy of the services and to compare unit rates for services with existing in the market.
- The contractor warrants that the personnel assigned to handle arrangements shall have a strong event management skills and experience and shall constantly be trained to be kept up to date.

Questions

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

Name of contact person at UNFPA:	Yuliya Lyssenkova
Tel N°:	+77015574550
Email address of contact person:	lyssenkova@unfpa.org

The deadline for submission of questions is **March 3rd, 2023, 18:00, Astana time**. Questions will be answered in writing and shared will parties as soon as possible after this deadline.


II. Eligible Bidders

This Request for Quotation is open to all eligible bidders; to be considered an eligible bidder 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](#)

III. Content of quotations

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

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- a) Technical proposal, in response to the requirements outlined in the service requirements / TORs.
- 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.

IV. Instructions for submission

Proposals should be prepared based on the guidelines set forth in Section IV 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: **Friday, March 10th 2023 at 18:00 Astana time.**

Name of contact person at UNFPA:	<i>Saltanat Akhmetzhanova</i>
Official Email address of SCMU:	kaz.procurement@unfpa.org

Please note the following guidelines for electronic submissions:

- The following reference must be included by the Bidder in the email subject line:
 - UNFPA/KAZ/RFQ/2023/001 – [Company name], Technical Bid
 - UNFPA/KAZ/RFQ/2023/001 – [Company name], Financial Bid
 - Submissions without this text in the 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.
- 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.


V. 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] Maximum Points	[B] Points obtained by Bidder	[C] Weight (%)	[B] x [C] = [D] Total Points
Quality and comprehensiveness of the proposal submitted by the bidder for providing the creative concept for the Meeting management services for the Global Leadership Meeting	100		25%	
Quality and comprehensiveness of the proposal submitted by the bidder for the provision of Logistical and other support services for the Global Leadership Meeting	100		25%	
Quality, relevance and number of personnel proposed by the bidder for the provision of Events Management service for “UNFPA Global Leadership Meeting” professional experience of the staff that will be employed to the project proving demonstrated expertise in evaluation and related processes (CVs, etc.)	100		20%	
Specific experience and expertise relevant to the assignment	100		20%	
Profile of the company and relevance to the Project.	100		10%	

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<i>Grand Total All Criteria</i>	500		100%	
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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:

Financial score =	Lowest quote (KZT)	X 100 (Maximum score)
	Quote being scored (KZT)	


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.

Total score = 70% Technical score + 30% Financial score

VI. 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/maximum-cost basis to the Bidder(s) that obtain the highest total score.

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VII. 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.

VIII. 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. The advance payment is to be negotiated in accordance with the needs of the Contractor but cannot exceed 20% of the total cost of services.

IX. 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](#).


X. 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](#).


XI. 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 : Ronny Lindstrom, UNFPA Representative in Kazakhstan at lindstrom@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.

XII. Disclaimer

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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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PRICE QUOTATION FORM

Name of Bidder:	
Date of the quotation:	
Request for quotation N°:	UNFPA/KAZ/RFQ/2023/001
Currency of quotation :	KZT
Delivery charges based on the following 2020 Incoterm:	n/a
Validity of quotation: <i>(The quotation must be valid for a period of at least 3 months after the submission deadline)</i>	


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

Example Price Schedule below: *[Delete after properly completing the Price Schedule, also develop excel version]*

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

Supplier's Comments:

I hereby certify that the company mentioned above, which I am duly authorized to sign for, has reviewed **RFQ UNFPA/KAZ/RFQ/2023/001** including all annexes, amendments to the RFQ document (if applicable) and the responses provided by UNFPA on clarification questions from the

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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	

**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](#)

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-a-vis UNFPA. The Contractor’s personnel and sub-Contractor shall not be considered in any respect as being the employees or agents of UNFPA or the United Nations.

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 or the United Nations and shall fulfil 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-Contractor, the Contractor shall obtain the prior written approval and clearance of UNFPA for all sub-Contractor. 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

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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-Contractor, 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-Contractor. 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-Contractor 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

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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 UNFPAP 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

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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.

17. PRIVILEGES AND IMMUNITIES

17.1 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.

18. 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.

20. 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 11 annexed to the Convention on Prohibitions and Restrictions on the

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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.

21. OBSERVANCE OF THE LAW

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

22. AUTHORITY TO MODIFY

22.1 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.