United Nations Population Fund
Arab States Regional Office

0 A, Al-Nahda
Street,

Date: 12 May 2022

REQUEST FOR QUOTATION

RFQ Nº UNFPA/ASRO/RFQ/22/006

Dear Sir/Madam,

UNFPA hereby solicits a quotation for the following items with full detailed descriptions in the attached scope of work:

Item	Quantity
Cables & USB	
Audio- in&Out USB Adapter	3
USB Hub	5
HDMI Cables	15
Power Distribution Units Multi-Region AC Outlet (Include USB Ports)	10
Wireless External mic for Camera	1
Keyboard & Mouse	
Wireless Combo Keyboard + Mouse	5
Wired Combo Keyboard + Mouse	6
Printers ' Toners	
Black Toner - 53A (Q7553A)	4
Black Toner - 90A (CE390A)	2
Black Toner - 507A (CE400A)	2
Cyan Toner - 507A (CE401A)	2
Yellow Toner - 507A (CE402A)	2
Magenta Toner - 507A (CE403A)	2
Black Toner (C-EXV36)	2
Black Toner (C-EXV51)	1
Magenta Toner (C-EXV51)	1
Cyan Toner (C-EXV51L)	1
Yellow Toner (C-EXV51L)	1
Black Toner- 58A (CF258A)	8
B/W Eco Tank Small printer	2
Video Conference System	
Modular Video conferencing system	1

This Request for Quotation is open to all legally-constituted companies that can provide the requested products 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 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

Objective:

The objective of the RFQ is to identify a supplier who can provide UNFPA with all the above mentioned products. The selected vendor is expected to provide such products, based on specific Purchase Orders submitted to the vendor.

II. Questions

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

Name of contact person at UNFPA:	*Ola El Guebaly*
Tel №:	*00201015150297*
Email address of contact person:	elguebaly@unfpa.org

The deadline for submission of questions is Tuesday 17 *May – 4pm Cairo time*]. Questions will be answered in writing and shared with all parties as soon as possible after this deadline.

III. Content of quotations

Quotations should be submitted in a single email whenever possible, depending on file size. Quotations must contain Price quotation, to be submitted strictly in accordance with Price Quotation Form. Both parts of the quotation must be signed by the 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 III above, along with a properly filled out and signed price quotation form, and are to be sent by email to the contact person indicated below no later than **Tuesday 24 May, at 4pm Cairo time**.

Name of contact person at UNFPA:	*ASRO Tenders*
Email address of contact person:	asro.tenders@unfpa.org

Please note the following guidelines for electronic submissions:

- The following reference must be included in the email subject line: **RFQ Nº UNFPA/ASRO/RFQ/22/006,** Proposals that do not contain the correct email subject line may be overlooked by the procurement officer and therefore not considered.
- 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.
- Any quotation submitted will be regarded as an offer by the bidder and does not

Overview of Evaluation Process

Quotations will be evaluated based on the compliance with the technical specifications and the total cost of the goods (price quote).

The evaluation will be carried out in a two-step process by an ad-hoc evaluation panel. Technical proposals will be evaluated for technical compliance prior to the comparison of price quotes.

V. Award

In case of a satisfactory result from the evaluation process, UNFPA shall award a Purchase Order to the lowest priced bidder whose bid has been determined to be substantially compliant with the bidding documents.

VI. 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 goods specified in this RFQ without any change in unit prices or other terms and conditions.

VII. Payment Terms

UNFPA payment terms are net 30 days upon receipt of shipping documents, invoice and other documentation required by the contract.

VIII. 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.

IX. 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.

X. RFQ Protest

Bidder(s) perceiving that they have been unjustly treated in connection with a solicitation, evaluation, or award of a contract may submit a complaint directly to the Chief, Procurement Services Branch at procurement@unfpa.org.

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 Dr. Luay Shabaneh, Regional Director. Should the supplier be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the supplier may contact the Chief, Procurement Services Branch at procurement@unfpa.org.

XI. 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).

PRICE QUOTATION FORM

Name of Bidder:	
Date of the quotation:	Click here to enter a date.
Request for quotation Nº:	UNFPA/ASRO/RFQ/22/006
Currency of quotation:	EGP
Validity of quotation: *(The quotation shall be valid for a period of at least 3 months after the submission deadline.)*	

Price Quotation Form

Item	Product Name & Description	UOM	Unit Price	Number of Units	Total (EGP)
1	Audio-in&Out USB Adapter			3	
2	USB Hub			5	
3	HDMI Cables			15	
4	Power Distribution Units Multi-Region AC Outlet (Include USB Ports)			10	
5	Wireless External mic for Camera			1	
6	Wireless Combo Keyboard + Mouse			5	
7	Wired Combo Keyboard + Mouse			6	
8	Black Toner - 53A (Q7553A)			4	
9	Black Toner - 90A (CE390A)			2	
10	Black Toner - 507A (CE400A)			2	
11	Cyan Toner - 507A (CE401A)			2	
12	Yellow Toner - 507A (CE402A)			2	
13	Magenta Toner - 507A (CE403A)			2	
14	Black Toner (C-EXV36)			2	
15	Black Toner (C-EXV51)			1	
16	Magenta Toner (C-EXV51)			1	
17	Cyan Toner (C-EXV51L)			1	

18	Yellow Toner (C-EXV51L)			1	
19	B/W Eco Tank Small printer			2	
20	Black Toner- 58A (CF258A)			8	
21	Modular video conferencing system			1	
	Delivery Charges to: 70A El Nahda St. Maadi Cairo - EGYPT United Nations Population Fund http://www.unfpa.org				
				GRAND TOTAL	

Vendor's Comments:

I hereby certify that the company mentioned above, which I am duly authorized to sign for, has reviewed RFQ UNFPA/ASRO/RFQ/22/006 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.

Scope Of Work

ICT Local Equipment Procurement

1- Supply of Qty. (3) Audio-in & Out USB Adapter :

Product	Description
Function	**Audio in-Out USB Adapter**
Compatible with	Windows/Mac OS/Linux
Accessory Type	**USB Port Cards**
Connection type	**USB**
Input	**Input: 3.5mm mono microphone jack**
Output	**3.5mm headphone jack, 3.5mm combo mic/headphone jack**
SNR	**85dB**
Frequency response	**20Hz-20kHz**
Controls	**with function of disabling headphone and mic, and with volume control**
Requirements	**Supports hot swapping, no driver needed**
Warranty	**Minimum 1 year**

2- Supply of Qty. (5) USB Hub :

Product	Description
Function	**USB HUB**
Number of USB Port	**Minimum 4 USB Port**
USB Version	**USB 3.0**
Additional Ports	**Ethernet Port , HDMI PORT , USB-C Port**
Warranty	**Minimum 1 year**

3- Supply of Qty. (1) Modular video conferencing system :

Product	Description
Camera	**Ultra-HD imaging system supports** • **4K, 1440p, 1080p, 900p, 720p, and SD at 30fps** • **1080p, 720p at 30fps and 60 fps** • **Autofocus** • **Video mute/unmute LED indicator** • **Standard tripod thread** • **3 camera presets**
Mic	• **2 Mics** • **Up to 16 Participants** • **Support noise cancellation** • **Mute button with LED status indicator**

	• Pickup range: 15 ft / 4.5m diameter
Speaker	• 2 Speakers • High-performance 3" (76mm) driver • Patent pending suspension system eliminates vibration-induced camera shake and audio interference
Including with the System	• Remote control • Table HUB • Display HUB • 2 Power Supplies • CAT6A Cable • USB C to C cable • USB A to B cable • 2 x HDMI A to A cable
Compatibility	• Certified for Google Hangouts Meet Hardware • Zoom Certified • Cisco Compatible • Plug-and-play USB connectivity • Certified for Skype for Business and ready for Teams
Warranty	• Minimum 2 years

4- Supply of Qty. (15) HDMI Cables

5- Supply of Qty (5) Wireless Combo Keyboard + Mouse

6- Supply of Qty (6) Wired Combo Keyboard + Mouse

7- Supply of Qty (10) Power Distribution Units Multi-Region AC Outlet (Include USB Ports)

8- Supply of Genuine Toner as per the following table:

Toner Model	Qty
Black Toner - 53A (Q7553A)	4
Black Toner - 90A (CE390A)	2
Black Toner - 507A (CE400A)	2
Cyan Toner - 507A (CE401A)	2
Yellow Toner - 507A (CE402A)	2
Magenta Toner - 507A (CE403A)	2
Black Toner (C-EXV36)	2
Black Toner (C-EXV51)	1
Magenta Toner (C-EXV51)	1
Cyan Toner (C-EXV51L)	1
Black Toner- 58A (CF258A)	8

Yellow Toner (C-EXV51L)	**1**

9- Supply of Qty (2) of B/W Eco Tank Small printer specifications:

Product	Description
Printer Function	Black & White Eco Tank printer
Max Print Resolution	1200 x 2400 dpi
ISO Print Speed	20.0 ISO ppm (black)†
2-Sided ISO Print Speed:	9.0 ISO ppm (black)†
Minimum Ink Droplet Size:	2.8 picoliters
Ink Type:	Eco Tank Ink Bottle
Connectivity	RJ45, USB Type-B
Paper Capacity	**Input Tray 1: 250 x** Sheet
Wireless	WIFI
Direct Printing	Google Cloud Print, USB Port, Wi-Fi Direct
Media Size	**Input Tray 1** Minimum: 4 x 6" / 10.16 x 15.24 cm Maximum: 8.5 x 14" / 21.59 x 35.56 cm
Two-Sided Printing	Duplex printing
System requirements, Windows	• Windows® 10 • Windows 8, 8.1 (32-bit, 64-bit) • Windows 7 (32-bit, 64-bit) • Windows Vista® (32-bit, 64-bit) • Mac® OS X® 10.6.8 – macOS® 10.13.x[9]
Warranty	2 Years on site Next Business day

11- Supply of Qty. (1) wireless External mic for Camera Specification :

Product	Description
Functionality	**wireless Mic**
Consists of	**Receiver and transmitter**
Physical dimensions (each)	**1.7 x 1.8 x 0.7 inches (44.0 x 46.4 18.5 mm)**
Transmission type	**2.4GHz only**
Transmission encryption:	**128-bit**
Range (distance)	**Up to 70 meters**
Max simultaneous systems	**8 TX-RX pairs**
Battery life (each)	**7 hours**
Battery type (each)	**Built-in rechargeable**
Battery charging options (each)	**USB Type-C**
Omnidirectional Lav Microphone	**To be Included**
Warranty	**Minimum 1 Year**

Transmitter	Mic	Built-In
	TX audio input	3.5mm TRS microphone
	TX dynamic range	100 dBA
	TX frequency range	20 Hz to 20 kHz
	TX polar pattern	Omnidirectional
Receiver	RX audio output	3.5mm TRS microphone
	RX audio gain options	: 0 dB/-6 dB/-12 dB

ANNEX I:

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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