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30 March 2014

REQUEST FOR PROPOSAL (RFP)
Long Term Agreement (LTA)
RFP No. UNFPA/KBL/14/004
Production of Audiovisual

1. UNFPA, United Nations Population Fund, an international development agency, is seeking qualified offers for the above-mentioned services. Your company is kindly invited to submit your best technical and financial offer for the requested Services. You are kindly requested to submit a bid only in your area of expertise and capacity, UNFPA does not accept any subcontracting. Your bid could form the basis for a contract between your firm/institution and the UNFPA.
2. UNFPA posts all bids notices, clarifications and results in www.unfpa.org.
3. To enable you to submit a bid, please read the following attached documents carefully:
 - Instructions to Bidders Annex I
 - Terms of Reference (ToR) Annex II
 - Bid Submission Form Annex III
 - Bidders Identification Form Annex IV
 - Format of Bidder's Previous Experience and Clients Annex V
 - Technical forms Annex VI
 - Price Schedule Form Annex VII
 - UNFPA General Terms and Conditions Annex VIII
4. The technical bid containing the **technical information shall be submitted separately from the financial bid.**
5. The bid shall reach UNFPA's reception in sealed hard copy no later than (March 2nd 2014, 02:00PM Kabul Local Time). The bid shall be opened on (March 2nd, 2014, at 2:00PM, Kabul Local Time) at the office of UNFPA. Only companies with representation in Afghanistan can bid
6. Bids received after the stipulated date and time shall not be accepted under any circumstances.
7. Bidders shall acknowledge receipt of this RFP by email to (Mark Hutchinson hutchinson@unfpa.org) no later than (February 06th, 2014) and indicate whether or not a bid shall be submitted. The acknowledgement shall provide company name, telephone number and contact person
8. Any questions relating to the attached documents shall be addressed in writing following the instructions included in Annex I-Instructions to Bidders, 4 Clarifications of Solicitation Documents. Do not submit your bid to the contact there indicated, or your bid will be disqualified.
9. This letter is not to be construed in any way as an offer to contract with your firm/institution.

Yours sincerely,
Mark Hutchinson
International Operations Manager

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ANNEX I - INSTRUCTIONS TO BIDDERS

A. Introduction

1. General

This bid is open to all national and international suppliers who are legally constituted, can provide the requested Services, and have a valid registration in the country with Government of Afghanistan,

Bidders should not have been engaged, directly or indirectly, in the preparation of any part of this RfP document or Annexes.

Bidders may not be on any United Nations and/or World Bank suspended or banned vendors list.

2. Cost of Bid

The bidder shall bear all costs including any related travel associated with the preparation and submission of the bid, nor can it be included as a direct cost of the assignment. UNFPA shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. UNFPA Bid Document

This RFP document is posted at the United Nations Global Marketplace (UNGM) in www.ungm.org. Bidders are expected to examine all instructions, forms, specifications, terms and conditions contained in the bid solicitation documents issued by UNFPA. Failure to comply with these documents shall be at the bidder's risk and may affect the evaluation of the bids.

4. Clarifications of Solicitation Document

A prospective bidder requiring any clarification on the RFP may notify to Mark Hutchinson hutchinson@unfpa.org with copy to amarkhil@unfpa.org in writing no later than (27 February 2014, at 15:00PM Kabul local time). UNFPA shall respond to any request for clarification received and post its response in UNGM, including an explanation of the query but without identifying the source of enquiry.

5. Amendments of UNFPA Bid Solicitation Document

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

All prospective bidders that have received the bidding documents shall periodically check if amendments have been posted to the bidding documents in UNGM. In order to give prospective bidders reasonable time to take the amendments into account in preparing their bids, UNFPA, may at its discretion, extend the deadline for the submission of bids.

C. Preparation of bids

6. Language of the Bid

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

7. Bid Currency and Prices

All prices shall be quoted in Afghani or US Dollars. Conversion between the two for the purpose of comparison will be at the United Nations exchange rate valid for March, 2014. The bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods or services it proposes to supply under the contract.

8. Conversion to Single Currency

To facilitate evaluation and comparison, the buyer will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Afghani at the official UN exchange rate on the last day for submission of bids.

9. Validity of Bid

The prices of the bid shall be valid for 90 days after the closing date of bid submission as specified by UNFPA. A proposal valid for a shorter period will be rejected by UNFPA as non-responsive. UNFPA may solicit the bidder's consent for an extension of the period of validity under exceptional circumstances.

D. Submission of Bids

10. Documents Establishing Eligibility of Goods and Services and Conformity to Bidding Documents

The documentary evidence of conformity of the goods and services to the bidding documents may include the following documentation, to be completed and returned in the electronic formats specified, submitted on CD or flash drive (memory stick).

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

A bid shall consist of two parts: the technical and the financial bid. The technical bid containing the technical specifications for Services and the financial bid containing price information shall be submitted separately in two different envelopes.

10.1 Technical Bid

Your submission will be considered upon the provision with this RFP the following, failure in providing the requested documents may grounds for disqualification of the Offeror:

- a. Completed and signed Bid Submission Form (according to Annex III, word document)**
- b. Completed Bidder's Identification Form (according to Annex IV, word document)**
- c. Firm/Company Profile covering copy of company registration, technical and financial capacity etc.**
- d. Copy of audited financial statements for the past 3 years.**
- e. Bidder's previous experience and clients (according to Annex V, word document)**
- f. Technical bid, including documentation to demonstrate that the bidder meets all requirements. The technical bid should be concisely presented and structured to include but not necessarily be limited to the information listed in Annex VI.**
- g. Sample of bidder's work specifically related to the deliverables listed in the terms of reference (Annex II) and in the Form 2, section B in Annex VI.**

10.2 Financial Bid

Please complete the Price Schedule Form (Annex VII in Excel format). Your separate financial bid must contain a quotation in a single currency, itemizing all services to be provided.

Please consider the following information when completing the Price Schedule Form:

- The Price Schedule must provide a detailed cost breakdown, as shown in Annex VII. Provide separate figures for each of the steps for each item.
- All prices/rates quoted must be exclusive of all taxes, since UNFPA is exempt from taxes.
- Submit this financial bid in a separate envelope from the rest of the RFP technical bid.

11. Partial Bids

Partial bids are not allowed under this RFP.



12. Sealing and Marking of Bids

For submitting the technical and financial bid in two different envelopes:

The Offeror shall prepare **2 (two) copies of the Proposal**, clearly marking each **“Original Proposal”** and **“Copy of Proposal”** as appropriate. In the event of any discrepancy between them, the original shall govern.

The **Outer Envelope** must be clearly marked with the following information:

UNITED NATIONS POPULATION FUND (UNFPA)
Address: UNOCA Compound, Jalalabad Road,
Kabul, Afghanistan

RFP No. UNFPA/KBL/14/004
Attention: Mark Hutchinson, International Operation Manager
“OPEN BY AUTHORISED UNFPA PERSONNEL”

The **Inner Envelopes** must be clearly marked with the following information:

UNITED NATIONS POPULATION FUND (UNFPA)
Address: UNOCA Compound, Jalalabad Road,
Kabul, Afghanistan

Submission 1 of 2: RFP UNFPA/KBL/14/004, Company name,
Technical Bid

UNITED NATIONS POPULATION FUND (UNFPA)
Address: UNOCA Compound, Jalalabad Road,
Kabul, Afghanistan

Submission 2 of 2: RFP UNFPA/KBL/14/004, Company name
Financial Bid

If the outer envelope is not securely closed and marked as required, UNFPA shall assume no responsibility for the bid’s misplacement or premature opening.

13. Deadline for Submission of Bid and Late Bids

Bids must be delivered to the UNFPA Country Office in Afghanistan at the below address by the given date and time:

UNITED NATIONS POPULATION FUND (UNFPA)
Address: UNOCA Compound, Jalalabad Road,
Kabul, Afghanistan
March 2nd 2014, no later than 02:00 pm local time.

UNFPA may, under special and exceptional circumstances, extend this deadline for the submission of the bids and such changes shall be notified *bon UNGM* before the expiration of the original period.

Any proposal received by UNFPA after the deadline for submission of bids shall be rejected. UNFPA shall not be legally responsible for bids that arrive late due to the bidder’s problems with the courier company.

14. Modification and Withdrawal of Bids

The bidder may withdraw its bid after submission, provided that written notice of the withdrawal is received by UNFPA prior to the deadline for submission. No bid may be modified after passing of the deadline for



submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity.

15. Storage of Bids

Proposals received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified bid opening date stated in the UNFPA's bid solicitation document.

E. Bid Opening and Evaluation

16. Bid Opening

UNFPA shall open all bids in the presence of two witnesses. There shall be separate openings for technical and financial bids. The bidders' names and submitted documents shall be announced at the technical bid opening.

After the technical evaluation has been made, the financial proposals can be opened. During the financial bid opening, the bidders' names and the prices stated in the financial bid shall be announced.

No bids shall be rejected at the bid opening, except for late bids.

17. Clarification of Bids

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

18. Preliminary Examination of Bids

UNFPA shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents are properly signed and whether the proposals are generally in order.

Prior to the detailed evaluation, the Buyer will determine the substantial responsiveness of each bid to the RFP in a preliminary examination. For purposes of these clauses, a substantially responsive bid is one that conforms to all the terms and conditions of the RFP without material deviations. The Buyer's determination of a bid's responsiveness is based on the contents of the bid itself without recourse to extrinsic evidence.

A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity.

Arithmetical errors shall be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its proposal shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

19. Evaluation of Bids

A two-stage procedure will be utilised in evaluating the proposals, with evaluation of the technical bid being completed prior to any financial bid being opened and compared. The financial bid will be opened only for those bidders whose technical bids reaches the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals. Any technical proposal that is being scored 70% or higher is deemed 'technically responsive'. The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) and evaluation criteria. The total number of points which a bidder may obtain for technical and financial bids is **1300 points**.

19.1. Technical Evaluation

The technical bid is evaluated on the basis of its responsiveness to the Terms of Reference shown in Annex II and the evaluation criteria.

Refer to the table below for technical evaluation criteria. Minimum qualifying marks for the technical proposals will be 700.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable					
1.	Expertise of Firm / Organization Submitting Proposal	300					
2.	Quality of production / Delivery timeframe	450					
3.	Personnel / Previous Experiences	2500					
Total		1000					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form **1 and 2**: Expertise of Firm / Organization Submitting Proposal

Form **2 and 3**: Quality of production / Delivery timeframe,

Form **3, 4 and 5**: Personnel / Previous Experiences

Technical Proposal Evaluation Form 1 and 2 (including section A and B)		Points obtainable					
Expertise of firm / Organization Submitting Proposal							
1.1	Reputation of organization and staff (Competence / Reliability)	100					
1.2	General organizational capability; number of years of presence in Afghanistan; number of experienced staff in the communications field; internal production capacities in all national languages and English; being compliant with the United Nations values.	100					
1.3	Experience on similar projects working for UN/ major multilateral programmes, international NGOs and private companies.	100					
TOT		300					

Technical Proposal Evaluation Form 2		Points Obtainable					
Quality of production / Delivery timeframe							
2.1	Quality of audiovisual production.	150					
2.2	Time needed for the implementation and capacity to react quickly to last minutes requests.	100					
2.3	Quality of post-production work, including the development of 2D and 3D graphics and visual motion generation.	100					
2.4	Originality and experience developing audiovisual materials with a human interest story angle.	100					
TOT		450					

Technical Proposal Evaluation Form 3, 4 and 5		Points Obtainable					
Personnel							
3.1	Specialized knowledge of personal delivering the required services.	100					
3.2	Years of experience providing services in the audiovisual production field.	150					
TOT		250					

19.2. Financial Evaluation

The financial bid will only be evaluated if the technical bid achieves a minimum of **700** points. Proposals failing to obtain this minimum threshold will not be eligible for further consideration.

The financial bid is evaluated on the basis of its responsiveness to the Price Schedule Form (Annex VII). The maximum number of points for the price bid is **300**. This maximum number of points will be allocated to the lowest price. All other proposals will receive points in inverse proportion according to the following formula:

$$\text{Points for the Price Bid of a Proposal being evaluated} = \frac{[\text{Maximum number of points for the Price Bid}] \times [\text{Lowest price}]}{[\text{Price of bid being evaluated}]}$$

19.3. Total Score

The total score for each bidder will be the weighted sum of the technical score and financial score. The maximum total score is 1300 points.

F. Award of Contract and Final Considerations

20. Award of Contract

UNFPA shall award the contract to the bidder who obtains the highest combined score of the technical and price evaluation.

21. Rejection of Bids and Annulments

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

A bid that is rejected by UNFPA may not be made responsive by the bidder by correction of the non-conformity. A responsive bid is defined as one that conforms to all the terms and conditions of the UNFPA's solicitation documents without material deviations. UNFPA shall determine the responsiveness of each bid with the UNFPA's bid solicitation documents.

UNFPA reserves the right to annul the solicitation process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder(s) or any obligation to provide information on the grounds for the buyer's action.

The bidders waive all rights to appeal against the decision made by UNFPA.

22. Right to Vary Requirements at Time of Award

UNFPA reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

23. Signing of the contract

The buyer shall send the successful bidder the purchase order/contract, which constitutes the Notification of Award. This will also be posted on the UNGM website. The successful bidder shall sign and date the contract, and return it to UNFPA within seven calendar days of receipt of the contract. After receipt of the Purchase



Order, the successful bidder shall deliver the services and/or goods in accordance with the delivery schedule outlined in the bid.

24. Payment Provisions

UNFPA's policy is to pay for the performance of contractual services rendered or to effect payment upon the achievement of specific milestones described in the contract. UNFPA's policy is not to grant advance payments except in unusual situations where the potential contractor, whether a private firm, NGO or a government or other entity, specifies in the bid that there are special circumstances warranting an advance payment. UNFPA will normally require a bank guarantee or other suitable security arrangement.

Any request for an advance payment is to be justified and documented, and must be submitted with the financial bid. The justification shall explain the need for the advance payment, itemize the amount requested and provide a time schedule for utilization of said amount. Information about your financial status must be submitted, such as audited financial statements at 31 December of the previous year and include this documentation with your financial bid. Further information may be requested by UNFPA at the time of finalizing contract negotiations with the awarded bidder.

25. Gifts and hospitality

UNFPA has adopted a zero tolerance policy on gifts and hospitality. In view of this UNFPA personnel is prohibited from accepting any gift, even of a nominal value, including drinks, meals, food products, hospitality, calendars, transportation, and any other forms of benefits. Vendors are therefore requested not to send gifts or offer hospitality to UNFPA personnel.

ANNEX II: Terms of Reference (TOR)

I. Background:

UNFPA – United Nations Population Fund works to deliver a world where every pregnancy is wanted, every child birth is safe and every young person’s potential is fulfilled.

Women's health and welfare, gender equality and population and development strategies and Youth are the **four key areas** of the **United Nations Population Fund (UNFPA) mandate in Afghanistan**.

The major partners of UNFPA in Afghanistan are the Minister of Public Health (MoPH), the Ministry of Women Affairs (MoWA), Ministry of Interior Affairs, Ministry of Haj and Religious Affairs, the Central Statistics Organization (CSO) and several NGO. The work with CSO is focused on strengthening its capacity towards collecting, processing and analyzing data. UNFPA also provides technical support for the Provincial Socio-demographic and Economic Survey in Afghanistan.

To fulfill its mandate, UNFPA supports the Government of Afghanistan and professional associations to increase awareness on women’s health and welfare, gender equality, population and development and youth empowerment.

Using audio/visual and printed materials as well as branded gadgets to communicate UNFPA messages is an important part of the tasks of UNFPA CO in order to strengthen the communication and the open dialogue with beneficiaries, institutions and donors. UNFPA often conduct communication campaigns in the form of audio, visual, animation, creative designing and print materials to support the mandate of UNFPA and all sorts of outreach materials that can facilitate and increase the impact of its Vision, Mission and Mandate:

UNFPA Mission is to deliver a world where every pregnancy is wanted, every child birth is safe and every young person’s potential is fulfilled.

UNFPA Mandate is based on building knowledge and capacity to respond to needs in population and family planning; promoting awareness of population problems and possible strategies to deal with the problems; assisting population problems in different countries, in the forms and means best suited to the individual countries' needs; assuming a leading role in the United Nations system in promoting population programmes, and coordinate projects supported by the Fund.

II. Objectives:

The main objective of the LTA is to establish a long term agreement in order to provide services based on UNFPA call to improve national awareness on UNFPA mains topics: reproductive health rights, data for development and gender. The long-term agreement is a way to establish a partnership based not only on a commercial exchange but also on shared values and objectives.

The establishment of a LTA with an expert bidder in the communications field will support the work of UNFPA and partners to raise awareness of specific issues and projects being developed in Afghanistan. Some of the projects that are in need of specific audiovisual communication products are the following:

- **Socio Demographic and Economic Survey:**

A Socio-Demographic and Economic Survey (SDES) is a population analysis based on complete and accurate information on the size, age and sex composition, marital status of the population as well as educational characteristics such as school attendance, educational attainment, and literacy; the SDES collects data on the economic status of the population by asking usual occupation, and employment



status and on population movements (migration); functional difficulty, fertility particulars, and mortality, household and housing characteristics.

The SDES is implemented by the Central Statistics Organization (CSO) of the Government of Afghanistan. Technical and managerial support is provided by UNFPA with financial support from the Government of Japan and the Government of Denmark.

The SDES aims to provide planners, policy makers, administrators, and other public entities, academe, international community and other relevant organizations with accurate and reliable data for evidence-based planning, program development, and project evaluation and monitoring.

Such a large-scale data collection exercise has never before been conducted at the provincial level and the last Afghanistan population census took place in 1979.

The Central Statistics Organization of Afghanistan with technical support of UNFPA implemented the first SDES in the province of Bamiyan in 2010. Since then, several more provinces have participated in this exercise.

In 2014 UNFPA and CSO are planning to develop the SDES in the provinces of Parwan, Kapisa and Panshir. In order to support the communications campaign related to these surveys, UNFPA will develop several communication materials, among them TV PSAs and documentaries, which will help the UNFPA and CSO to raise awareness of this important data exercise among the population participating in the surveys.

- **Gender Equality**

Gender Based Violence (GBV) is a pervasive public health and human rights problem in Afghanistan that stems from power inequalities and asymmetries in Afghan society.

Studies confirm that the overall level of Violence Against Women (VAW) in Afghanistan is high; according to various studies, up to 87 percent of women experience at least one form of physical, sexual or psychological violence, or forced marriage, and up to 62 percent, experience multiple forms of violence. VAW is more pervasive in the provinces, with levels and forms of violence differing from one province to another.

Victims of GBV require multi-faceted assistance that cannot be provided by any one type of public institution (healthcare, law enforcement, social protection units). Absence of comprehensive referral, protection, and response mechanisms for gender-based violence, put women and girls at high risk of being re-victimized and abused both by the family members and the community. Therefore, comprehensive interventions to combat GBV require a multi-sectoral approach that is at the core of UNFPA Afghanistan interventions. UNFPA's major initiatives to combat gender-based violence include:

Training health care providers to provide psycho-social counselling and support in addition to physical care to victims of GBV; Training Afghan National Police recruits in recognition and prevention of gender-based violence, and in assisting victims in a humane and ethical way, by introducing a training manual on Police action against GBV, in the training curriculum of the National Police Academy; Raising community awareness, especially among male community members and youth, about the ill-effects of violence against women, and enabling them to become agents of attitude change; Training religious leaders and scholars to take active part in prevention of gender-based violence and violence against women, using Islamic teachings from the Quran and the 'Ahadiths' (life and teachings of the Prophet Muhammad).

To support building an environment to end violence against women in Afghanistan, UNFPA and partners will develop several audiovisual materials as part of larger communication campaigns to raise awareness about gender-based violence issues in the country.

- **Reproductive Health and Rights**

Women's reproductive health and rights feature as a central theme in UNFPA's intervention in Afghanistan. UNFPA efforts for reproductive health and rights are manifested in institutional support and capacity development of the Ministry of Public Health, professional institutions, and support and partnerships with professional societies such as the Afghanistan Midwife Association.

UNFPA also promotes expansion of reproductive health service delivery through training of community midwives and operation of mobile health teams in remote difficult-to-reach parts of its target provinces. UNFPA strives to promote the right of every woman, man and child to enjoy a life of health and equal opportunity.

In Afghanistan, its efforts focus on contributing to the MDG 5 indicators of reducing maternal mortality, increasing and improving access of women to skilled reproductive health care providers and family planning resources and information.

To support building an environment to promote reproductive health in Afghanistan, UNFPA and partners will develop several audiovisual materials as part of larger communication campaigns to raise awareness about these health issues in the country.

III. Deliverables

To raise awareness of the issues promoted by UNFPA through its mandate, the organization will develop several audiovisual products:

1. Production of TV PSAs of 30 – 60 seconds duration

- Visual representation of characters, symbols and general graphics in the videos should work across different cultural/geographic contexts as the video will be used to target the different audiences in Afghanistan.
- The videos will target a specific audience defined by UNFPA.
- All the videos will be developed in Dari and Pashto. A third version of the video will incorporate English subtitles.
- The company must hold the rights of all the music and sounds used on the videos.
- The videos should be delivered in a digital format to be used in the UNFPA Afghanistan YouTube channel as well as in TV broadcast quality.
- The videos will pass to the exclusive ownership of UNFPA, including all use and distribution rights connected to them.
- PSA duration will be between 30 – 60 seconds long.

2. Production of TV PSAs of 61 – 90 seconds duration

- Visual representation of characters, symbols and general graphics in the videos should work across different cultural/geographic contexts as the video will be used to target the different audiences in Afghanistan.
- The videos will target a specific audience defined by UNFPA.

- All the videos will be developed in Dari and Pashto. A third version of the video will incorporate English subtitles.
- The company must hold the rights of all the music and sounds used on the videos.
- The videos should be delivered in a digital format to be used in the UNFPA Afghanistan You Tube channel as well as in TV broadcast quality.
- The videos will pass to the exclusive ownership of UNFPA, including all use and distribution rights connected to them.
- PSA duration will be between 61 – 90 seconds long.

3. Production of TV PSAs of 3 – 6 minutes seconds duration

- Visual representation of characters, symbols and general graphics in the videos should work across different cultural/geographic contexts as the video will be used to target the different audiences in Afghanistan.
- The videos will target a specific audience defined by UNFPA.
- All the videos will be developed in Dari and Pashto. A third version of the video will incorporate English subtitles.
- The company must hold the rights of all the music and sounds used on the videos.
- The videos should be delivered in a digital format to be used in the UNFPA Afghanistan You Tube channel as well as in TV broadcast quality.
- The videos will pass to the exclusive ownership of UNFPA, including all use and distribution rights connected to them.
- PSA duration will be between 3 – 6 minutes long.

4. Production of TV documentary in Parwan province

- The film will document the mapping and enumeration process of the Socio Economic and Demographic Survey (SDES) programme capturing the work of cartographers and enumerators. The documentary will include human interest elements to caption the attention of the audience, such as interviews and opinions from the participants of the survey.
- The documentary will be 15-25 minutes long.
- The documentary will be produced in Dari and Pashto, plus a version with English subtitles.
- The consultancy firm will provide UNFPA with a split version of the video (no mixing of audio tracks) Split version has A1: Narration. A2: Natural sound. All sound-bites should be on the natural sound track. The video will pass to the exclusive ownership of UNFPA, including all use and distribution rights connected to it.

5. Production of TV documentary in Kapisa province

- The film will document the mapping and enumeration process of the Socio Economic and Demographic Survey (SDES) programme capturing the work of cartographers and enumerators. The documentary will include human interest elements to caption the attention of the audience, such as interviews and opinions from the participants of the survey.
- The documentary will be 15-25 minutes long.
- The documentary will be produced in Dari and Pashto, plus a version with English subtitles.
- The consultancy firm will provide UNFPA with a split version of the video (no mixing of audio tracks) Split version has A1: Narration. A2: Natural sound. All sound-bites should be on the natural sound track. The video will pass to the exclusive ownership of UNFPA, including all use and distribution rights connected to it.

6. Production of TV documentary in Panshir province

- The film will document the mapping and enumeration process of the Socio Economic and Demographic Survey (SDES) programme capturing the work of cartographers and enumerators. The documentary will include human interest elements to capture the attention of the audience, such as interviews and opinions from the participants of the survey.
- The documentary will be 15-25 minutes long.
- The documentary will be produced in Dari and Pashto, plus a version with English subtitles.
- The consultancy firm will provide UNFPA with a split version of the video (no mixing of audio tracks) Split version has A1: Narration. A2: Natural sound. All sound-bites should be on the natural sound track. The video will pass to the exclusive ownership of UNFPA, including all use and distribution rights connected to it.

7. Recording package

A recording package will consist of a 20 minutes B-roll and A-roll selects with best shots per 1 day of work. The package should also include a shot-list. The materials will capture UNFPA work and related areas of mandate. A-roll should not exceed more than 5 minutes of the total recording package. All raw footages will be provided on DVD.

8. Production of a round table discussion

Production of roundtable discussion around UNFPA's mandate for public awareness in the areas of population and development, youth, access to reproductive health and rights, gender based violence, early and/or child marriage. The duration of round table discussions will be of 30 and 60 minutes. The video should be delivered in TV broadcast quality.

9. 3-Minute Short Clips

Production of 3 minute-clips capturing UNFPA's projects and areas of work.

Editing and post-production of 3 minute video capturing the work of UNFPA through a human interest story angle. The videos should be delivered in a digital format to be used in the UNFPA Afghanistan YouTube channel and other digital media tools as well as in TV broadcast quality.

The consultancy firm will provide UNFPA with a split version of the video (no mixing of audio tracks). Split version has A1: Narration. A2: Natural sound. All sound-bites should be on the natural sound track. The video will pass to the exclusive ownership of UNFPA, including all use and distribution rights connected to it.

IV. Activities:

The firm / organization will be responsible for the following tasks per deliverable:

TV Public Service Announcements

- Develop at least two creative proposals;
- Review footage provided or, if needed, record the necessary footage to develop the product;
- Incorporate UNFPA comments to the proposal;
- Scriptwriting proposal to be approved by UNFPA;
- Develop a story board in close collaboration with UNFPA;
- Cut-editing and submission of the first version of the TV spot to UNFPA for feedback;
- Production of the final version based on UNFPA's comments and suggestions.
- Develop versions in Dari, Pashto plus one with subtitles in English.
- Deliver the final product in a digital format to be used in the UNFPA Afghanistan YouTube channel as well as in TV broadcast quality.

Production of documentaries in Parwan, Kapisa and Panshir

The bidder will produce three documentaries capturing the SDES Project in three different provinces. The firm will develop one documentary per province. For the production of each documentary, the bidder will have to engage in the following tasks:

- Developing script and storyboard in close consultation with UNFPA;
- Developing a plan for filming, audio and post production in consultation with UNFPA;
- Filming specific activities considering a period of two weeks, when the bidder will travel to different locations in the mentioned provinces to capture the work related to the SDES project. The locations will be specified by UNFPA and partners;
- Editing material based on the script and storyboard approved by UNFPA;
- Animation: include list of titles and other required animation;
- Including music and sound effect plus final mixing sound. The company must hold the rights of all the music and sounds used on the videos;
- Including voiceover in Dari and Pashto;
- Post production;
- Develop final product in Dari and Pashto with background music and voiceover in separate files;
- Produce a third version of the video with subtitles in English;
- The company will provide UNFPA with a **recording package** which will include 20 minutes B-roll and A-roll selects with best shots per 1 day of work. The package should also include a shot-list. The materials will capture UNFPA work and related areas of mandate. A-roll should not exceed more than 5 minutes of the total recording package. All raw footages should be delivered on DVD format.

Recording package

- Develop a 1 day plan for filming specific activities. The plan will be submitted to UNFPA for approval and should include a human interest story angle;
- Record the activities proposed in the plan;
- Select best shots for B-roll and A-roll of a minimum of 15 minutes and a maximum of 20. A-roll should not exceed more than 5 minutes of the total recording package.
- Develop a shot list to be handed in together with the footage in an electronic file. Transcription of A-roll (sound bites) in local languages and translation into English should be included in the shot-list documentⁱ.

Production of a round table discussion

- Develop a concept around for the round table discussion that could cover any of the following topics: Population and Development, Gender, Reproductive Health and Rights, and Youth.
- Organize the table discussion with the selected members approved or provided by UNFPA.
- Appoint a facilitator for the round table discussion and get UNFPA approval.
- Facilitate the production of the table discussion.
- Provide a finalized version of the table discussion to UNFPA for approval.
- Deliver the final product in a digital format to be used in the UNFPA Afghanistan You Tube channel as well as in TV broadcast quality.

3-Minute Short Clips

- Review footage provided by UNFPA;
- Scriptwriting proposal to be approved by UNFPA;
- Develop a story board in close collaboration with UNFPA;
- Cut-editing and submission of the first version of the video for feedback;



- Develop and include animations, if needed;
- Production of the final version based on UNFPA's comments and suggestions.
- Develop versions in Dari, Pashto plus one with subtitles in English.
- Deliver the final products in a digital format to be used in the UNFPA Afghanistan You Tube channel as well as in TV broadcast quality.

V. Target group:

The UNFPA target group is usually beneficiaries, the Afghan population and government, as well as the donor community.

VI. Experience and qualifications:

1. The bidder should be registered as a company or NGO with the Government of Afghanistan;
2. The bidder must be operational in Afghanistan for at least 3 years;
3. The bidder needs to have previous similar experience working with international institutions or multi-national companies;
4. The bidder must have internal editorial and production capacities in all national languages and English;
5. The bidder must have well recognized brand in Afghanistan and must be compliant with the United Nations values.
6. Filmmakers, photographers, editors and other experts used to provide services should be well-known experts nationally with minimum of bachelor's degree with at least 5 years' experience in the field or a master's with 2 years of experience in the field. The experts should have experience of working in the country and have first-hand experience of work in the field with proof of work.

NOTE: Proposals will not be considered from;

- Individuals without any organizational affiliation;
- Individual UN agencies and affiliated UN agencies;
- Organizations that do not have registration in Afghanistan.



ANNEX III: Bid Submission Form

To: UNFPA Afghanistan
Jalalabad Road, Kabul, Afghanistan

Dear Sir / Madam,

The undersigned, having read the solicitation documents of Request for Proposal RFP No. UNFPA/KBL/14/004, hereby offers to provide the services, in accordance with any specifications stated and subject to the Terms and Conditions set out or specified in the document.

We agree to abide by this bid for a period of 90 days from the date fixed for opening of bid in the Request for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We undertake, if our bid is accepted, to commence and complete delivery of all items in the contract within the time frame stipulated.

We understand that you are not bound to accept any bid you may receive and that a binding contract would result only after final negotiations are concluded on the basis of the technical and price bids proposed.

Dated thisday of[year].

Signature:

Name:

Title:

Company:

Email address



ANNEX IV: Bidders Identification Form

RFP No. UNFPA/KBL/14/004

1. Company/Institution Name: _____

2. Address, Country: _____

3. Telephone: _____ Fax _____ Website _____

4. Date of establishment: _____

5. Name of Legal Representative: _____

6. Contact Person: _____ Email: _____

7. Type of Company: Natural Person Co.Ltd. Other

8. Organizational Type: Manufacturer Wholesaler Trader Other: _____

9. Number of Staff: _____

10. Years supplying to UN organizations: _____ and to UNFPA:

11. Subsidiaries in the region:

Indicate name of subsidiaries and address

a) _____

b) _____

c) _____

12. Commercial representative in the country (for international companies only)

Name: _____

Address: _____

Telephone: _____ Fax: _____

ANNEX V: Format of Bidder's Previous Experience and Clients

No.	Description (1)	Client	Contact person, phone number, email address	Date of service		Contract Amount
				From	To	(Currency)

(1) Bidder shall indicate the description of products, services or works provided to their clients. Please indicate relevant contracts to the one requested in the RFP.

ANNEX VI: Technical Forms

1. Technical proposal consists of the following seven sections:
2. FORM-1 Technical Proposal Submission Form
3. FORM-2 Offeror's Organization and Experience
 - A Offeror's Organization
 - B Offeror's Experience
4. FORM 3 Timeline for Production of Deliverables
5. FORM-4 Team Composition and Task Assignments
6. FORM-5 Curriculum Vitae (CV) for Proposed Professional Staff



[Location, Date]

To: UNFPA Country Office, Afghanistan

Dear Sirs/Madams:

We, the undersigned, offer to provide long term services to produce audio-visual and printed materials for publicity, capacity building and outreach communication campaign in Afghanistan in accordance with your Request for Proposal dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

E-mail address and telephone number: _____

Address: _____

Dated this day /month of year

Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of



Form -2 Offeror's Organization and Experience

A - Offeror's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.] Please provide a sample of the final product delivered by your firm.

B - Offerors Experience

Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.

Assignment name:	Approx. value of the contract (in current US\$):
Country: Location within country:	Duration of assignment (months):
Name of Offeror:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Offeror s:
Name of associated Offeror's, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Offeror's Name: _____

Form -3



Please provide your timeline based on the tasks needed to produce the following items:

3-Minute Short Clips once provided with a 2 hours raw footage.

- a) Review footage provided by UNFPA;
- b) Scriptwriting proposal to be approved by UNFPA;
- c) Develop a story board in close collaboration with UNFPA;
- d) Cut-editing and submission of the first version of the video for feedback;
- e) Develop and include animations, if needed;
- f) Production of the final version based on UNFPA's comments and suggestions.
- g) Develop versions in Dari, Pashto plus one with subtitles in English.
- h) Deliver the final products in a digital format to be used in the UNFPA Afghanistan You Tube channel as well as in TV broadcast quality.

TV Public Service Announcements 30-60 seconds

- Develop at least two creative proposals;
- Scriptwriting proposal to be approved by UNFPA;
- Develop a story board in close collaboration with UNFPA;
- Cut-editing and submission of the first version of the TV spot to UNFPA for feedback;
- Production of the final version based on UNFPA's comments and suggestions.
- Develop versions in Dari, Pashto plus one with subtitles in English.
- Deliver the final product in a digital format to be used in the UNFPA Afghanistan You Tube channel as well as in TV broadcast quality.

Form -5 Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]:

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: _____ To [Year]: _____
Employer: _____
Positions held: _____

<p><u>11. Detailed Tasks Assigned</u></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
---	--

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

ANNEX VII: Price Schedule Form

Audiovisual Products - Cost Table		
Item	Any other considerations	Total
TV Public Service Announcement (PSA) production cost (30 – 60 seconds) in two languages plus one version with English subtitles.		
TV Public Service Announcement (PSA) production cost (60 – 90 seconds) in two languages plus one version with English subtitles.		
TV Public Service Announcement (PSA) production cost (3 – 6 minutes); in two languages plus one version with English subtitles.		
15-25 minutes documentary in Parwan province (shooting plan, story board, narration, filming, editing and post production)		
15-25 minutes documentary in Kapisa province (shooting plan, story board, narration, filming, editing and post production)		
15-25 minutes documentary in Panshir province (shooting plan, story board, narration, filming, editing and post production)		
Recording package of B-roll and A-roll.		
3-Minute Short Clips		
Production of round table discussion of 30 minutes.		
Production of round table discussion of 60 minutes.		

ANNEX VIII: UNFPA General Terms and Conditions for Contracts

Contracts for the provision of goods and/or services

1. LEGAL STATUS OF THE PARTIES:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Population Fund (herein after, UNFPA). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNFPA.

2. SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNFPA in connection with the performance of its 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 UNFPA.

3. RESPONSIBILITY FOR EMPLOYEES:

To the extent that the Contract involves the provision of any services to UNFPA by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

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

3.2 -- At the option of and in the sole discretion of UNFPA:

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

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

3.2.3 -- in cases in which, pursuant to Article 3.2.1 or 3.2.2, above, UNFPA has reviewed the qualifications of such Contractor's personnel, UNFPA may reasonably refuse to accept any such personnel.

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

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

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

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

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

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

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



3.4 -- Nothing in Articles 3.2 and 3.3, above, shall be construed to create any obligations on the part of UNFPA with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

4. ASSIGNMENT:

4.1 -- Except as provided in Article 4.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UNFPA. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNFPA. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNFPA. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNFPA.

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

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

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

4.2.3 -- the Contractor promptly notifies UNFPA about such assignment or transfer at the earliest opportunity and,

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

5. 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.

6. OFFICIALS NOT TO BENEFIT:

6.1 -- The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of UNFPA. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.

6.2 -- GIFTS AND HOSPITALITY: UNFPA has a "zero tolerance" policy and does not accept any type of gift or any offer of hospitality beyond that of a representational nature. UNFPA shall not accept any recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners. UNFPA expects its Contractors not to offer any benefit such as free goods or services or a work position or sales opportunity to a UNFPA staff member or a former UNFPA staff member in order to facilitate the suppliers business with UNFPA.

6.3 -- CONFLICT OF INTERESTS: Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or its partner, agent or servant, in relation to the obtaining or to the execution of this or any other contract with the Buyer shall, in addition to any criminal liability, which it may incur, subject the Contractor to cancel this and all other contracts and also to pay for any loss or damage resulting from any such cancellation. The Buyer shall then be entitled to deduct the amount so payable from any money otherwise due to the Contractor under this or any other contract payable under this clause shall be referred to arbitration.

7. PURCHASE OF GOODS

To the extent that the Contract involves any purchase of goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to any purchases of goods under the Contract:

7.1 -- DELIVERY OF GOODS: The Contractor shall hand over or make available the goods, and UNFPA shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. The Contractor shall provide to UNFPA such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to UNFPA in accordance with the terms of the Contract. Delivery of the goods shall not be deemed in itself as constituting acceptance of the goods by UNFPA.

7.2 -- INSPECTION OF THE GOODS: If the Contract provides that the goods may be inspected prior to delivery, the Contractor shall notify UNFPA when the goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNFPA or its designated inspection agents may also inspect the goods upon delivery in order to confirm that the goods conform to applicable specifications or other requirements of the Contract.

7.3 -- PACKAGING OF THE GOODS: The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the shipping instructions attached to the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the goods.

7.4 -- TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNFPA receives all necessary transport documents in a timely manner so as to enable UNFPA to take delivery of the goods in accordance with the requirements of the Contract.

7.5 -- WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNFPA stated in or arising under the Contract, the Contractor warrants and represents that:

7.5.1 -- The goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

7.5.2 -- If the Contractor is not the original manufacturer of the goods, the Contractor shall provide UNFPA with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;

7.5.3 -- The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

7.5.4 -- The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

7.5.5 -- The goods are new and unused;

7.5.6 -- All warranties will remain fully valid following any delivery of the goods and for a period of not less than one (1) year following acceptance of the goods by UNFPA in accordance with the Contract;

7.5.7 -- During any period in which the Contractor's warranties are effective, upon notice by UNFPA that the goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse UNFPA for the purchase price paid for the defective goods; and,

7.5.8 -- The Contractor shall remain responsive to the needs of UNFPA for any services that may be required in connection with any of the Contractor's warranties under the Contract.

7.6 -- ACCEPTANCE OF THE GOODS: Under no circumstances shall UNFPA be required to accept any goods that do not conform to the specifications or requirements of the Contract. UNFPA may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNFPA be obligated to accept any goods unless and until UNFPA has had a reasonable opportunity to inspect the goods following delivery. If the Contract specifies that UNFPA shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until UNFPA in fact provides such written acceptance. In no case shall payment by UNFPA in and of itself constitute acceptance of the goods.

7.7 -- REJECTION OF THE GOODS: Notwithstanding any other rights of, or remedies available to UNFPA under the Contract, in case any of the goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNFPA, at its sole option, may reject or refuse to accept the goods, and within thirty (30) days following receipt of notice from UNFPA of such rejection or refusal to accept the goods, the Contractor shall, in sole option of UNFPA:

7.7.1-- provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by UNFPA; or,

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

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

7.7.4 -- pay all costs relating to the repair or return of the defective goods as well as the costs relating to the storage of any such defective goods and for the delivery of any replacement goods to UNFPA.

In the event that UNFPA elects to return any of the goods for the reasons specified in Article 7.7, above, UNFPA may procure the goods from another source. In addition to any other rights or remedies available to UNFPA under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement,



including, inter alia, the costs of engaging in such procurement, and UNFPA shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the goods for the Contractor's account.

7.8 -- TITLE: The Contractor warrants and represents that the goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the goods shall pass from the Contractor to UNFPA upon delivery of the goods and their acceptance by UNFPA in accordance with the requirements of the Contract.

7.9 -- EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNFPA under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNFPA, UNFPA shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNFPA to enable UNFPA to take appropriate measures to resolve the matter.

8. ACKNOWLEDGEMENT COPY

8.1 -- The Supplier shall acknowledge receipt and acceptance of UNFPA Purchase Order by:

a. Acknowledgement of receipt of Purchase Order by the Vendor's signing and returning an acknowledgement copy of it to UNFPA buyer (via email, fax or letter) or by timely delivery of the goods as herein specified.

b. When applicable, entering Estimated Time of Departure (ETD) and Estimated Time of Arrival (ETA) into the Order Tracking System
Website: <http://shipping.unfpa.dk/supots>

8.2 -- Acceptance of this purchase order shall affect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this purchase order, including the general conditions, and agreed attachments, if any (hereinafter collectively referred to as "this contract"). No additional or inconsistent provisions by the Vendor shall bind UNFPA unless agreed to in writing by a duly authorized official of UNFPA.

9. PAYMENT

9.1 -- In the case of goods to be delivered to UNFPA in New York, it shall make payment within thirty (30) days of receipt of (a) the goods and (b) the invoice and other documents specified in this Contract, whichever (a) or (b) is the later.

9.2 -- In the case of goods to be delivered elsewhere, UNFPA shall, unless otherwise specified in this Contract, make payment within thirty (30) days of receipt of (a) the Vendor's invoice for the goods and (b) copies of the customary shipping documents and other documents specified in the Contract, whichever (a) or (b) is later.

9.3 -- Unless otherwise authorized by UNFPA, a separate invoice must be submitted in respect of each shipment under this Contract and such Invoice must bear the UNFPA Purchase Order Number in an easily visible place.

9.4 -- UNFPA shall not pay any charges for late payments unless expressly agreed to in writing.

9.5 -- No advance payment shall be made.

10. NOTICE OF DELAY

Should the Contractor encounter delay in the performance of the contract which may be excusable under unavoidable circumstances, the contractor shall notify UNFPA in writing about the causes of any such delays within two (2) weeks from the beginning of the delay.

As soon as practical after receipt of the Contractor's notice of delay, UNFPA shall ascertain the facts and extent of delay, and extend time for performance when in its judgment the facts justify such an extension. UNFPA's findings thereon shall be final and conclusive subject only to the Contractor's right of appeal under the arbitration clause of the contract.

11. LIQUIDATED DAMAGES

In case the Vendor fails to perform under the terms and conditions of the Purchase Order or Long Term Agreement, including but not limited to failure of obtaining necessary export licenses or delivering all the goods by the date or dates of delivery, UNFPA shall, after giving the Vendor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

a. Procure all or part of the goods from other sources, and in that event UNFPA may hold the Vendor responsible for any excess cost occasioned thereby. In exercising such rights UNFPA shall mitigate its damages in good faith;



b. Refuse to accept delivery of all or parts of the services

c. Terminate the Purchase Order or Long Term Agreement;

d. For late delivery of goods or for items which do not meet the agreed specifications and are therefore rejected by UNFPA, UNFPA can claim liquidated damages from the Vendor and deduct 0.5% of the value of the goods pursuant to the Purchase Order per additional day of delay, up to a maximum of 10% of the value of the Purchase Order. The payment or deduction of such liquidated damages shall not relieve the Vendor from any of its other obligations or liabilities pursuant to any current Long Term Agreement or Purchase Order.

12. 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.

13. INSURANCE AND LIABILITY:

13.1 -- 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.

13.2 -- 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.

13.3 -- 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.

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

13.4.1 -- Name UNFPA as additional insured;

13.4.2 -- Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNFPA;

13.4.3 -- Provide that UNFPA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

13.5 -- The Contractor shall, upon request, provide UNFPA with satisfactory evidence of the insurance required under this Article 13.

14. 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.

15. 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.

16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS.

16.1 -- 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.



16.2 -- 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.

16.3 -- 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.

16.4 -- 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.

17. PUBLICITY AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNFPA AND/OR THE UNITED NATIONS.

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNFPA and/or the United Nations, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNFPA and/or the United Nations, or any abbreviation of the name of UNFPA and/or the United Nations in connection with its business or otherwise without the written permission of UNFPA.

18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION.

18.1 -- All documents, correspondences, decisions and orders concerning the contract shall be considered as confidential and restricted in nature by the Contractor and he/she shall not divulge or allow access to them by any unauthorized person.

18.2 -- 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.

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

19.1 -- 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.

19.2 -- 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 20, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, the 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.

19.3 -- 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 with harsh conditions where UNFPA is engaged in, preparing to engage in, or disengaging from any operations, any delays or failure to perform such obligations arising from or relating to such harsh conditions, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

20. TERMINATION:

20.1 -- 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 23.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

20.2 -- UNFPA reserves the right to terminate without cause this Contract at any time upon forty-five (45) 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.

20.3 -- 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.



20.4 -- 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.

20.5 -- The provisions of this Article 20 are without prejudice to any other rights or remedies of UNFPA under the Contract or otherwise.

21. 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.

22. 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.

23. SETTLEMENT OF DISPUTES:

23.1 -- 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.

23.2 -- 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 23.1, 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 of Protection") and Article 32 ("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.

24. PRIVILEGES AND IMMUNITIES:

Nothing contained in this or any contract shall be deemed a waiver, expressed or implied, of any immunity from suit, judicial process, confiscation, taxation or other immunity which UNFPA may from time to time enjoy, whether pursuant to the Convention on Privileges and Immunities of the United Nations, or other conventions, laws, orders or decrees of international or national character, or otherwise.

25. TAX EXEMPTION

25.1 -- 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.

25.2 -- 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 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.

26. OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNFPA; as such obligations are set forth in the United Nations/UNFPA vendor registration procedures.



27. MODIFICATIONS

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.

28. AUDITS AND INVESTIGATIONS:

28.1 -- Each invoice paid by UNFPA shall be subject to a post-payment audit by auditors, whether internal or external, of UNFPA, the United Nations or by other authorized and qualified agents of UNFPA or of the United Nations at any time during the term of the Contract and for a period of two (2) 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.

28.2 -- The Contractor acknowledges and agrees that, from time to time, UNFPA and/or the United Nations 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. The right of UNFPA and/or the United Nations to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. 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 and/or to the United Nations 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 and/or by the United Nations hereunder.

29. LIMITATION ON ACTIONS:

29.1 -- Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.

29.2 -- 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.

30. 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. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNFPA and/or the United Nations to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

31. MINES:

The Contractor warrants and represents 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. 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 Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNFPA to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

32. SEXUAL EXPLOITATION:

32.1 -- 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 favours or activities, or from engaging any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the



Contract and that any breach of these provisions shall entitle UNFPA to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

32.2 -- 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.

33. ENVIRONMENTAL POLICY

UNFPA expects its Contractors to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Contractors should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

ⁱ For examples of shot lists visit: <http://www.unmultimedia.org/tv/unifeed/2014/01/somalia-disapora-return/>