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Date: 18 September 2015

**Request for Quotation No. 2015/14**  
**Reference no. UNFPA/BKK/RFQ/15/014**

**CONSULTANCY FOR A LITERATURE REVIEW ON  
THE SEXUAL BEHAVIOUR OF UNMARRIED YOUNG PERSONS IN ASIA PACIFIC**

Dear Sir/Madam,

We hereby solicit your quotation for the provision of a literature survey on the sexual behavior of unmarried young people in the Asia Pacific region as detailed in the Terms of Reference attached herewith (Annex II).

If you are interested in submitting a quotation for this service, kindly send the quotation submission form (ANNEX I) and provide the documents in response to this request for quotation as detailed below and send by fax or email to the address indicated below **no later than 15.00 hours , Bangkok time of Friday, 9 October 2015**

Name of Contact Person in UNFPA:

Ms. Nantiya Tipmanee

Administrative Associate

United Nations Population Fund, Asia and the Pacific Regional Office in Bangkok

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Required documents in response to the Request for Quotation no 2015/14

1. Price quotation. Please use the price quotation form in Annex I
2. Technical proposal which provides information of bidder's demonstrated experience in developing literature reviews on the sexual and reproductive health of unmarried young people in the Asia Pacific region
3. Proposed team member(s) who have analytical, research and writing skills and have sound knowledge of the current status of research on the sexual behaviour of unmarried young people in the Asia Pacific region
4. A concise plan and methodology to conduct this work

Suppliers perceiving that they have been unjustly or unfairly treated in connection with the solicitation, evaluation, or award of this contract, may complain to the Regional Director of UNFPA Asia Pacific Regional Office, Ms. Yoriko Yasukawa at [yasukawa@unfpa.org](mailto:yasukawa@unfpa.org). Should the protestor be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the protestor may contact the Chief of the Procurement Services Branch at [procurement@unfpa.org](mailto:procurement@unfpa.org).

UNFPA has adopted a zero tolerance policy on gifts and hospitality. In view of this UNFPA personnel are 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

This Request for Quotation is subject to the General Conditions of Contract: De Minimis Contracts as stated in the Annex III attached herewith.

## **Annex 1** **Quotation Form**

**Name of Bidder:** \_\_\_\_\_

**Date of Bid:** \_\_\_\_\_

**Request for Quotation No:** 2015/14

**Currency of Bid price:** US Dollar

**Expiration of Validity of Quotation** (*The quotation shall be valid for a period of at least 3 months after the Closing date.*): \_\_\_\_\_

**Price Schedule:**

Item	Description	Number & Description of Staff by Level	Daily Rate US\$/Lump Sum	Total US\$
<b>1. Steps</b>				
<b>TOTAL PROFESSIONAL FEES</b>				
<b>2. Estimated out-of-pocket expenses (Travel related costs, etc)</b>				
<b>Not applicable for this requirement</b>				

**Price Schedule to be submitted with Technical Proposal as below:**

1. Relevant experience of bidder to demonstrate experience in conducting literature surveys, in this case on the sexual behaviour of unmarried young people in the Asia Pacific region.
2. Proposed team member(s) who has/have analytical, research and writing skills and has/ have sound knowledge of literature on the sexual behaviour of unmarried young people in the Asia Pacific region
3. Concise plan and methodology to conduct this work

*Vendor's Comments:*

**I hereby certify that this company, which I am duly authorized to sign for, accepts the terms and conditions of UNFPA and we will abide by this quotation until it expires.**

\_\_\_\_\_  
**Name and title**

\_\_\_\_\_  
**Date and Place**

This Request for Quotation is subject to General Conditions of Contract: De Minimis Contracts as stated in Annex III of this Request for Quotation

## **ANNEX II:**

### **TERMS OF REFERENCE**

#### **A CONSULTANCY FOR A LITERATURE REVIEW ON THE SEXUAL BEHAVIOUR OF UNMARRIED YOUNG PERSONS IN ASIA PACIFIC**

##### **1. Background**

The United Nations Population Fund's (UNFPA) Asia Pacific Regional Office (APRO), in Bangkok, is exploring the extent to which the sexual behavior of *unmarried* young persons, in the Asia Pacific Region, has been studied, surveyed and documented in leading and subsidiary publications, websites and other information sharing platforms.

Several studies have been published in the past including Brown et al's 2001 paper on "Sexual relations among young people in developing countries: evidence from WHO case studies" and Marston & King's paper on "Factors that shape young people's sexual behavior: a systematic review", (Lancet 2006; 368: 1581–86) but none have focused specifically on Asia Pacific.

Although Asia-Pacific is the most populous region in the world, little systematic information is currently readily available about the sexual behavior of the estimated 831 million unmarried young people aged between 10-24 years old in the countries in UNFPA's Asia Pacific Region. The majority of national data available are focused on married young people.

Other smaller studies have been conducted within countries and reported as part of national or regional information sources . APRO is also developing a regional report on SRH of young people in Asia Pacific which has highlighted the lack of national level studies of unmarried young people and the need to consolidate the information from smaller sub-national studies. Information on the sexual behavior of unmarried young people is considered sensitive in some communities and initially obtaining this data may be difficult. Government ministries, non-governmental organizations (NGOs) and academic institutions may have also conducted work in this area but the results are within the grey literature.

Therefore APRO is seeking a review of the available literature and the information base that exists documenting the sexual behavior of unmarried young people in Asia and the Pacific. While there may be a body of work on this that was conducted in the 1980s and the 1990s, APRO's current interest is in work that has been carried out since 2005.

##### **2. Objectives**

The objective of this consultancy is to identify literature that is available from academic journals, UN and development partners' publications, PhDs and grey literature, in English, on the sexual behavior (including relevant knowledge, attitudes and practices) of young unmarried people in Asia Pacific. The collected information should include references to both in-school and out-of-school young persons as well as young persons from as varied a geographical location as

possible. There are no restrictions on the type or classification of sexual behavior that needs to be researched.

For the purposes of this literature review only articles published on youth sexual behavior in Asia Pacific since 2005 should be included. The definition of Asia Pacific for APRO extends from Iran in the west to the Cook Islands, in the Pacific, in the east and from Mongolia and DPR Korea in the north to Tonga, in the Pacific, in the south. For the purposes of this consultancy young persons will be considered to be those between the ages of 10 and 24, of all genders.

### **3. Description of Duties**

UNFPA APRO is calling for an experienced consultant or a team to conduct a desk review of articles published in standard literature such as (but not exclusively in) Culture, Health and Sexuality, Reproductive Health Matters, Sociology of Health and Illness, Lancet, BMJ, Archives of Sexual Behavior, AIDS Care, and Social Science and Medicine. The consultant is also encouraged to search relevant on-line and library-based databases for articles. These should include BIDS:IBSS, BIDS: Ingenta, PsycInfo via Ovid, PubMed (NLM), CINAHL via Ovid, Ovid journals, Ovid Medline, Books via Ovid, Web of Science, EMBASE via Ovid, Science Direct, Cochrane Reviews, Thomson Reuters and Anthropology plus.

The consultant/team will identify, collect, compile references on and synthesize the published and grey literature, including but not limited to literature that is available from UN, INGOs and NGO websites, in English, on the sexual behavior (including relevant knowledge, attitudes, and practices) of young people in countries in Asia Pacific. The review should include all types of sexual practices among unmarried young people of all sexual orientations.

### **4. Expected Deliverables**

A synthesis report no longer than 30 pages, that summarizes the current status of and evidence for sexual behavior in young unmarried persons in countries in Asia Pacific covering the following key topics:

- 1) The nature and scope of the studies by countries and types of knowledge, attitudes (young people themselves and the community) and behavior and SRH outcomes described;
- 2) The existence of any multi-country, sub-regional or national or subnational studies on the sexual behavior of unmarried young persons;
- 3) Recommendations on significant gaps in the literature that need to be addressed.

The synthesis report should consist of three parts.

1. A short analytical report of SRH of unmarried young people in the region.
2. A summary country by country of available information on SRH of unmarried young people, indicating gaps in information.
3. An annex which is a summary table listing all the references that were surveyed, as well as key information about each source. A non-exhaustive list of key information for each publication should include, for example: title, authors, year of publication, type of publication and publisher (e.g. journal name), geographical coverage (e.g. name of region, country (ies) or subnational unit(s) that are covered in the original publication), descriptors of the population of study (e.g. age group, sexual orientation, etc.), key findings and other relevant information. This list is only for illustrative purposes. The

actual list of fields to be collected will be determined in collaboration with APRO during the inception period of the consultancy.

The inclusion and exclusion criteria of studies to be included in the report will also be determined in collaboration with APRO during the development of the inception report. The list of potential criteria will be chosen according to current best practices for literature reviews (e.g. those utilized in Cochrane Reviews) and may include, for example: national representativeness, minimum sample size, specific focus on unmarried youth SRH, “uniqueness” within the country context, etc. The review will be restricted to publications based on original data collected since 2008.

It is estimated that the assignment would be completed within a period of eight weeks starting in mid October 2015.

<b>Deliverable</b>	<b>Timeline</b>
Inception Report: Agree with UNFPA APRO on the methodology, the reporting format and the timeline	Day 2
Collect published and unpublished grey literature through online searches, institutional libraries and correspondence with identified agencies; Compile the literature (published and grey) deemed relevant for UNFPA’s purpose Draft Synthesis Report:	Day 15
Prepare a synthesis report including the summarized literature (up to 30 pages excluding maps, tables, figures and references) to be submitted, in draft initially, on a date to be determined in consultation with APRO. Final Synthesis Report:	Day 20

## 5. Qualifications

- The consultant/team leader must have an advanced University Degree in Education, Public Health, and Social Sciences or in a related field;
  - At least 10 years’ experience in research and/or active work in areas directly relevant to the sexual behavior of young persons;
  - Proficiency in written and spoken English;
- Access to an institutional/academic library will be a distinct advantage;  
Previous experience working in, with or conducting consultancies for UNFPA will be an advantage.

## 6. Location

The work will be undertaken as desk work at the usual location of the contractor. Availability for teleconferencing to discuss progress and feedback is required.

## 7. Technical guidance and oversight

APRO's Youth Cluster will provide overall management and technical guidance for this work.

## 8. Bid Evaluation

A two-stage procedure will be utilized 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 reach 70 points out of a maximum 100 points, meeting the requirements for the RFQ. The total number of points which a bidder may obtain for technical and financial bids is **100 points**.

### 8.1 Technical Evaluation

The technical bid is evaluated on the basis of its responsiveness to the Terms of Reference, using the criteria below.

1. Relevant experience of the bidder <ul style="list-style-type: none"><li>Demonstrated experience in literature reviews on the sexual and reproductive health of young people in the Asia Pacific region</li></ul>	Maximum point =40
2. Quality of the proposed team members <ul style="list-style-type: none"><li>Proposed team members have analytical, research and writing skills</li><li>Team members have sound knowledge of the current status of research on sexual behavior of young people in Asia Pacific</li></ul>	Maximum point =40
3. Proposed plan and methodology to conduct this work	Maximum point =20
Maximum points of technical evaluation	100

### 8.2. Financial Evaluation

The financial bid will only be evaluated if the technical bid achieves a minimum of **70** 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 VI). The maximum number of points for the price bid is **30**. 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:

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

### 8.3. 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 100 points.

### **Annex III**

#### **General Conditions of Contract**

##### **De Minimis Contract**

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

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

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

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

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

**6. INSURANCE AND LIABILITY:**

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

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

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

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

6.4.1 Name UNFPA as additional insured;

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

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

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

Article 6.

**7. ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNFPA against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNFPA.

**8. EQUIPMENT FURNISHED BY UNFPA TO THE CONTRACTOR:** Title to any equipment and supplies that may



be furnished by UNFPA to the Contractor for the performance of any obligations under the Contract shall rest with UNFPA, and any such equipment shall be returned to UNFPA at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNFPA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNFPA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

## **9. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

- 9.1 Except as is otherwise expressly provided in writing in the Contract, UNFPA shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNFPA under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNFPA.
- 9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNFPA does not and shall not claim any ownership interest thereto, and the Contractor grants to UNFPA a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 9.3 At the request of UNFPA, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNFPA in compliance with the requirements of the applicable law and of the Contract.
- 9.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNFPA, shall be made available for use or inspection by UNFPA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNFPA authorized officials on completion of work under the Contract.

**10. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNFPA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations and UNFPA, or any abbreviation of the name of the United Nations and UNFPA in connection with its business or otherwise without the written permission the United Nations and UNFPA.

**11. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

### **11.1 The Recipient shall:**

- 11.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,
- 11.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

### **11.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 11, the Recipient may disclose Information to:**

- 11.2.1 any other party with the Discloser’s prior written consent; *and*,
- 11.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:

- 11.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,
  - 11.2.2.2 any entity over which the Party exercises effective managerial control; *or*,
  - 11.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.
- 11.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, including UNFPA, the Contractor will give UNFPA sufficient prior notice of a request for the disclosure of Information in order to allow UNFPA to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 11.4 UNFPA may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.
- 11.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 11.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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

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

## **13. TERMINATION:**

- 13.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 13.2 UNFPA may terminate forthwith this Contract at any time should the mandate or its funding be curtailed or

terminated, in which case the Contractor shall be reimbursed by UNFPA for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

13.3 In the event of any termination by UNFPA under this Article, no payment shall be due from UNFPA to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

13.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNFPA may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UNFPA of the occurrence of any of the above events.

13.5 The provisions of this Article 13 are without prejudice to any other rights or remedies of UNFPA under the Contract or otherwise.

**14. NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

**15. NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNFPA shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNFPA shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

#### **16. SETTLEMENT OF DISPUTES:**

16.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

16.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

**17. PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### **18. TAX EXEMPTION:**

18.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNFPA from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNFPA to determine a mutually acceptable procedure.

- 18.2 The Contractor authorizes UNFPA to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNFPA before the payment thereof and the UNFPA has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNFPA with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNFPA shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNFPA and paid by the Contractor under written protest.

**19. MODIFICATIONS:** Pursuant to the Financial Regulations and Rules of UNFPA, only the Chief of the Procurement Services Branch of UNFPA or such other contracting authority as made known to the Contractor in writing, possesses the authority to agree on behalf of UNFPA to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNFPA unless provided by an amendment to this Contract signed by the Contractor and the Chief of the Procurement Services Branch of UNFPA or such other contracting authority.

## **20. AUDITS AND INVESTIGATIONS:**

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

## **21. LIMITATION ON ACTIONS:**

- 21.1 Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 16.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.
- 21.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

**22. ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 23 to 28 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNFPA to terminate the Contract or any other contract with UNFPA immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**23. SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNFPA in connection with the performance of its obligations under the Contract. Should any authority external to UNFPA seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNFPA and provide all reasonable assistance required by UNFPA. The

Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNFPA, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the United Nations and UNFPA.

**24. OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UNFPA any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UNFPA or the award thereof or for any other purpose intended to gain an advantage for the Contractor.

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

**26. CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

**27. MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

## **28. SEXUAL EXPLOITATION:**

28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

28.2 UNFPA shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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