



Date: May 21st, 2024

**REQUEST FOR QUOTATION
 RFQ N° UNFPA/PNG/RFQ/24/012**

Dear Sir/Madam,

UNFPA hereby solicits a quotation for the following service:

**“Request for quote for Provision of Engineering & Architectural Design Services
 In the context of
 Establishment of UNFPA/UNOPS, Papua New Guinea Country Offices at the leased premises located
 at Level 12, Kina Bank Haus, Port Moresby, PNG.”**

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

I. About UNFPA

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

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

II. Service Requirements/Terms of Reference (ToR)

S. #	Deliverables/ Outputs	Payment (% of contract value)	Review and Approvals Required (<i>Indicate designation of person who will review output and confirm acceptance</i>)
1.	Approval of concept design/layout (This is preceded by; Architect Provides 3x concept design options for review and approval; Architect and UNFPA/UNOPS discuss minimum of 3 x revisions of drawings.	20%	Operations Manager, UNFPA & UNOPS Papua New Guinea
2.	Upon submission of draft Detailed Design and Drawings, Technical Specifications, BOQs in a prescribed format for review by UNFPA/UNOPS.	30%	

3.	Upon submission of Final Design Reports with 3D presentation including Technical Specifications, Drawings, BOQs in a prescribed format for review and approval by UNFPA/UNOPS.	40%	
4.	Upon successful completion of 100% renovation/fit-out work.	10%	

III. Schedule time for inspection

Below are the proposed site inspection times.

Location: Kina Bank Haus, Level 12

- Friday 24/05/2024 at 9am -12noon

Indicate one of the above date and time for your inspection via email to UNPA Procurement email:

png-procurement@unfpa.org before **23rd May 2024 Time 5PM:**

Objectives and scope of the Services

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

Email address of contact person:	png-procurement@unfpa.org
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The deadline for submission of questions is **24th May 2024**. Questions will be answered in writing and shared with all parties as soon as possible after this deadline.

IV. Content of quotations

Quotations should be submitted in a single e-mail before **COB on Monday 27th May 2024 before 17:00hrs (5PM PNG Time)** depending on file size. Quotations must contain:

- a) Technical proposal, in response to the requirements outlined in the service requirements / *TORs (if applicable)*.
- b) Price quotation, to be submitted strictly in accordance with the price quotation form.

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

V. Instructions for submission

Quotations should be prepared based on the guidelines set forth in Section II above, along with a properly filled out and signed price quotation form, are to be sent by e-mail to the contact person indicated below no later than: **27th May 2024**

Email address of contact person:	png-procurement@unfpa.org
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Please note the following guidelines for electronic submissions:



- The following reference must be included in the email subject line: **RFQ N° UNFPA/PNG/RFQ/24/012**. Proposals that do not contain the correct email subject line may be overlooked by the procurement officer and therefore not considered.
- The total e-mail size may not exceed **20 MB (including e-mail body, encoded attachments and headers)**. Where the technical details are in large electronic files, it is recommended that these be sent separately before the deadline.

VI. Overview of Evaluation Process

Quotations will be evaluated based on the technical proposal (*not applicable in this case*) and the total cost of the services (price quote).

The evaluation will be carried out in a two-step process by an ad-hoc evaluation panel. Technical proposals will be evaluated for technical compliance prior to the comparison of price quotes. However, for provision of goods and products, quality, availability, lead times and price comparison form the basis of evaluation and selection.

VII. Award Criteria

UNFPA shall award a Purchase Order to the lowest-priced most technically acceptable offer.

VIII. Right to Vary Requirements at Time of Award

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

IX. Payment Terms

UNFPA payment terms are net 30 days upon receipt of invoice and delivery/acceptance of the milestone deliverables/requested goods and services linked to payment as specified in the price quotation form.


X. Fraud and Corruption

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

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

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

XI. Zero Tolerance

	United Nations Population Fund KINA BANK HAUS, LEVEL 14 Diplomatic Zone, Port Moresby, NCD, PNG. Website: www.unfpa.org
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UNFPA has adopted a zero-tolerance policy on gifts and hospitality. Suppliers are therefore requested not to send gifts or offer hospitality to UNFPA personnel. Further details on this policy are available here: [Zero Tolerance Policy](#).

XII. RFQ Protest

Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a contract may submit a complaint to the UNFPA Head of the Business Unit – Muhammad Maqbool at maqbool@unfpa.org. Should the supplier be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the supplier may contact the Chief, Procurement Services Branch at procurement@unfpa.org.

XIII. Disclaimer

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



ANNEX I:

Terms of Reference

Request for quote for Provision of Engineering & Architectural Design Services

In the context of

Establishment of UNFPA/UNOPS, Papua New Guinea Country Offices at the leased premises located at Level 12, Kina Bank Haus, Port Moresby, PNG. – RFQ N° UNFPA/PNG/RFQ/24/013

Location:	Port Moresby, Papua New Guinea.
Type of Contract:	Professional Services
Project:	UNFPA & UNOPS Country Office
Languages Required:	English
Duration of Initial Contract:	3 Months

Project Description

a) Background:

Considering the expansion of offices presence in Papua New Guinea UNFPA and UNOPS, Country Offices, feels the need to source office space at UN house, Level 12, Kina Bank Haus (KBH), Port Moresby to better accommodate their personnel. To ensure the timely completion of renovation/refurbishment of offices there is a need to engage with a professional architect firm for the Design and Architectural Drawings (including portioning and layouts/fit out etc.) The office fit out is required to give a greener yet modern feel and to ensure comfortable spacing, safety and environment aspects of the work areas for UNFPA and UNOPS personnel.

b) Context of the required services:

To start the renovation work, services of professional architecture and design firm is required for the preparation of the layout/design as desired by the UNFPA and UNPOS Senior Management and preparation of tender dossier including specifications and Bill of Quantities (BOQ) required for procurement of “refurbishment works” and “office furniture and other items”. In the second phase, a firm will be contracted to do the needful intervention to materialize the approved design format. The architecture and design firm is also expected to help both agencies later in the second phase, to engage with the firm and supervise the office fit out work as per the approved design.

Scope of Work

The design should consider the “efficient use of office space” concept as well as ensure sufficient storage facilities and common areas. The architecture and design firm will provide an interior solution for an area of approximately 955 square meters with maximum use of the office space, existing furniture and fixtures and with greater emphasis on health, safety and environmental aspects.

STAGE I: Preparation of Engineering -Architectural design and drawings

This first stage shall comprise though not limited to the completion and submission of the following items/deliverables in English 3 sets both in hard and soft copy (CAD drawings in CD).

- i. Architectural Drawings (including portioning and layouts) for construction.
- ii. Mechanical and Sanitary Drawings (Heating-Cooling, Sanitation, Cold water, Fire-Sprinkler etc.) for construction/installation
- iii. Electrical drawings (high-low voltage systems while also accounting for data, telecommunication etc.) for construction/installation.

1- Guidance notes/requirements:

- The architecture and design firm shall produce design, drawings, with due consideration to energy efficiency and upkeep with the United Nations and International environmentally friendly norms and standards.
- In working closely with UNDSS Security Team, the architecture and design firm shall within its design incorporate the United Nations security requirements.
- Architecture and design firm shall prepare all requisite documents necessary to obtain all approvals and permits from the building management and other relevant regulatory authorities in Papua New Guinea (PNG).
- The set of drawings in the categories above shall be developed in consideration to the mandatory standards, capacities and norms of the existing building dictated by the specifications of the primary equipment/systems already built in the Kina Bank Haus (KBH) and shall liaise this with the KBH Management.
- All drawings shall be superposed with a view to avoid any conflicts and incompatibilities.
- All construction and as built drawings shall include their set of design calculations as applicable.
- The design report will sum up all design activities and provide the rationale for the optimal designs made. Standards, norms and regulations used must be referred to in the design report extensively. No conclusions and decision must be made without reference to any standard, norm or regulation.

2- Architectural drawings:

Architectural drawings, though not limited to following, shall include:

- Floor plans / construction plans / with all partition types and details.
- Floor plans / Furniture design with location plan,
- Floor plan/ Floor covering.
- Lighting Plan for Ceilings
- HVAC systems/ present Air Conditioning system
- Interior elevations and sections.
- Details and design of all fixed furniture.
- Metalwork, woodwork, glasswork, and joinery drawings.
- Detailed floor finish/patterns drawings.
- Miscellaneous decorative details.
- Reflected ceiling plans (showing height, materials, finishes and decorative lighting).

3- Mechanical/Electromechanical and Sanitary drawings:

Mechanical and sanitary drawings, though not limited to below, shall include:

- Fire protection & Sprinkler system drawings.
- Heating and Cooling system drawings
- Sanitary system drawing (including water, plumbing etc.) illustrating both layouts.
- and schematics for kitchens /wall fixtures in conformity with Electrical and Architectural Plans.
- Detailed elaborate on fire protection and safety.

4- Electrical drawings:

Electrical drawings (both high and low voltage), though not limited to below, shall include:

- Electrical layouts for ceiling and wall with defined hardware and all other equipment (to be closely coordinated with other drawings/plans), including layout plan, the power installation plan, telephone, fire, panic alerts broadcasting layout plans, the electricity loading norms, single line scheme and a panel view
- Plan of electrical and computer network. Computer network design should be carefully coordinated with UNDP ICT team.



- During this Stage I architecture and design firm shall avail minimum services of Mechanical engineer, Electrical engineer, Civil engineer, and CAD Technician.

STAGE II) Preparation of tender dossier including specifications and Bill of Quantities (BOQ) required for procurement of “refurbishment works” and “office furniture and other items”

1. Guidance and Notes:

- Architecture and design firm shall propose and model, capacity and sizes for all material and equipment with due regard to local and UN’s environmental friendly norms and standards.
- Tender documents shall serve as “Statement of Works” and “Technical Specifications” that shall be used during the tendering of refurbishment works.
- Tender documents shall comprise 4 (four) sections, namely i) “Statement of Works and Technical Specifications”, ii) “Bill of Quantities” iii) “Work Schedule” and iv) “Construction drawings”.

2. Submissions:

During this stage, Architecture and design firm though not limited to below, shall comply with below and submit the followings:

i) Statement of Works and Technical Specifications

- Statement of Works shall comply with relevant PNG Standards
- Technical Specifications of equipment and materials shall be in line with UN requirements, environmental standards, and relevant PNG regulatory standards.
- Technical specifications of equipment shall be compliant in capacity and size with that of current infrastructure in the (KBH).
- Statement of works and technical specifications shall include a schedule of items (in terms of type, color, model, make) categorically for each office space and common areas as appropriate.
- Statement of works and technical specifications must give detailed explanation of each item of work and not to be general and vague. Standards must be provided for main items of works, materials and products.

ii) BOQ

- A Bill of Quantities separately for each group of works (i.e. architectural & construction works; electrical; mechanical; equipment; furniture & accessories).
- Separate Bill of Quantities for each group of works and equipment/materials should be provided with estimated prices based on the current PNG market rates.

iii) Works schedule

- Works schedule shall be developed as bar-chart or through one of the Microsoft or compatible CPM work programmes.
- Works schedule shall include both construction, construction supervision, temporary, final acceptance, maintenance, and warranty periods.

STAGE III) Management/supervision of refurbishment works project.

The Architecture and design firm during this phase shall ensure, though not limited to below, compliance, completion and/or submission of the followings:

Tender phase:

- Provide expert opinion during the tender stage to make sure that the company identified for carrying out renovation works possesses all the required skills and experience to deliver the project as per approved design and work-schedule;



- Technical assistance for UNFPA/UNOPS during the tendering process to clarifications addressed from potential bidders

Construction phase:

Architecture and design firm during this phase, when requested, shall act as UNFPA/UNOPS Technical Expert together with UNFPA/UNOPS Staff, as needed and, though not limited to below, carry out the followings:

- Issue full package of drawings and other information to respective contractor identified to carry out the renovation works. Provide detailed explanations on all questions the refurbishment contractor/company may have.
- Lead project site inspections/meetings, including but not limited to kick-off meetings, regular progress meetings, trouble-shooting, practical completion/hand over, and final sign-off meetings
- To ensure compliance with all design parameters, inspect the setting-out, progress and quality of work, and to resolve technical issues that may arise during the course of the works
- When required, review and comment on periodic financial reports including the effect of any variations on costs due to change orders
- At practical completion stage undertake joint-inspection of the works with all parties and agree a punch-list of deficiencies/outstanding works to be rectified.
- Monitor the work of the contractor company to rectify items as required.
- Review and certify Progress Payment Reports/Certificates as appropriate.
- During the construction phase (within 2-3 months), architecture and design firm is expected to provide services minimum 1-2 visits per week or on need basis.

Post construction phase:

- Prepare and provide UNFPA/UNOPS with built-in drawings below at the end of the project:
 - Architectural Drawings (including portioning and layouts)
 - Mechanical and Sanitary Drawings (Heating-Cooling, Sanitation, Cold water, Fire-Sprinkler etc.)
 - Electrical drawings (high-low voltage systems while also accounting for data, telecommunication etc.)
- Provide consultancy and inspection services during the defects liability period as required by UNFPA/UNOPS, on reimbursable cost basis for the staff time invested.

Institutional Arrangement

- a) The architecture and design firm will be directly supervised by the Operations Manager, UNFPA/UNOPS and all deliverables stated under each category of work are subject to approval of his/her
- b) The architecture and design firm will have to report progress on each output in a week interval.
- c) On a day-to-day basis UNFPA/UNOPS will liaise with the architecture and design firm to assess the progress. The Architecture and design firm will also have to liaise with the concerned person from building management authority for co coordinating the design feasibility.
- d) The UNDP Common Premises Manager will provide support to the architecture and design firm to liaise with the building authority as and when required.

Schedule of Payment

S. #	Deliverables/ Outputs	Payment (% of contract value)	Review and Approvals Required <i>(Indicate designation of person who will review output and confirm acceptance)</i>
1.	Approval of concept design/layout (This is preceded by; Architect Provides 3x concept design options for review and approval; Architect and UNFPA/UNOPS discuss minimum of 3 x revisions of drawings.	20%	Operations Manager, UNFPA & UNOPS Papua New Guinea
2.	Upon submission of draft Detailed Design and Drawings, Technical Specifications, BOQs in a prescribed format for review by UNFPA/UNOPS.	30%	
3.	Upon submission of Final Design Reports with 3D presentation including Technical Specifications, Drawings, BOQs in a prescribed format for review and approval by UNFPA/UNOPS.	40%	
4.	Upon successful completion of 100% renovation/fit-out work.	10%	

Qualification of Firm

- Must be a registered/licensed reputable architecture/design/civil engineering firm with the proven experience in Papua New Guinea. Provide business registration certificate.
- Must have minimum 5 years of experience in preparing, design and layout for the government, private section, UN and other organizations. Provide list of completed similar services with reference.
- Must make sure you make specific reference of your capacity in developing architectural drawings; master plans, layout plans, sections, elevations, 3D images, detail and finishes.
- Must provide summary of project along with their values (in USD) for the last 3 to 5 years.



Evaluation method

Evaluation method applied for the RFQ will be lowest priced and most technically acceptable offer.

Technical evaluation criteria

S #	Criteria	Pass/Fail
1	Must be a registered/licensed reputable architecture/design/civil engineering firm with the proven experience in Papua New Guinea. Provide business registration certificate.	
2	Must have minimum 5 years of experience in preparing, design and layout for the government, private section, UN and other organizations. Provide list of completed similar services with reference.	
3	Must have successfully completed 3 similar work with reputed organizations. Must provide evidence.	
4	Must provide summary of project along with their values (in USD) for the last 3 to 5 years.	

Financial Proposal: A financial Proposal which should include for all costs related to the engineering design, drawing, cost of materials and labor cost and any other as applicable.

Submission Instructions

Your quotation complete with all the requirements should be submitted to png-procurement@unfpa.org , no later than **27^h May 2024 at 17:00hrs PNG Time** . For any clarification regarding this assignment please write to png-procurement@unfpa.org

Please be guided by the instructions provided in this document above while preparing your quotation.

Incomplete quotations and failure to comply with the submission instruction may not be considered or may result in disqualification.

UNFPA and UNOPS looks forward to receiving your quotation and thank you in advance for your interest in this procurement opportunity.

ANNEX II:
General Conditions of Contracts:
De Minimis Contracts

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



ANNEX II

UNFPA GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-a-vis UNFPA. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNFPA or the United Nations.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNFPA or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNFPA.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

4. ASSIGNMENT

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

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-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

The Contractor warrants that no official of UNFPA or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, 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 workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the



provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

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

- (i) Name UNFPA as additional insured;
- (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNFPA.
- (iii) Provide that UNFPA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

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

9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNFPA against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNFPA shall rest with UNFPA and any such equipment shall be returned to UNFPA at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNFPA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNFPA for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNFPA shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNFPA's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNFPA in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNFPA OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNFPA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNFPAP or the United Nations, or any abbreviation of the name of UNFPA or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNFPA, shall be treated as confidential and shall be delivered only to UNFPA authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNFPA, any information known to it by reason of its association with UNFPA which has not been made public except with the authorization of UNFPA nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS



14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNFPA, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNFPA of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNFPA shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNFPA shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

15.2 UNFPA reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNFPA shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNFPA under this Article, no payment shall be due from UNFPA to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

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

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

17.1 Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.



18. TAX EXEMPTION

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

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

19. CHILD LABOUR

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

19.2 Any breach of this representation and warranty shall entitle UNFPA to terminate this Contract immediately upon notice to the Contractor, at no cost to UNFPA.

20. MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol 11 annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNFPA to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNFPA.

21. OBSERVANCE OF THE LAW

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

22. AUTHORITY TO MODIFY

22.1 No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNFPA unless provided by an amendment to this Contract signed by the authorized official of UNFPA.