

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, or through an authorized representative.

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 Mr. Sushil Choudhary, Programme Associate, schaudhary@unfpa.org, in writing no later than 2nd August 2012. 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 INR. 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 USD 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

For UNFPA's acceptance of the bid, the bidder should furnish documentary evidence of:

- a. 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 II.
- b. Completed and signed Bid Submission Form (according to Annex III, word document)
- c. Bidders Identification Form (according to Annex IV, word document)
- d. Bidder's previous experience and clients (according to Annex V, word document)

10.2. Financial Bid

Please complete the Price Schedule Form (Annex VI 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 VI. Provide separate figures for each of the steps for each item.
- Estimates for out of pocket expenses should be listed separately. Where installation, commissioning, training or other similar services are required to be performed by the bidder, the bidder shall include the prices for these services breakdown into itemized prices.

- UNFPA anticipates awarding the project on a fixed price basis. In order to complete an analysis of the proposed prices, firms are required to submit itemized pricing that identifies the staff who will work on the project, their billing rate as well as the number of hours proposed for the project. Anticipated out of pocket expenses should be detailed as well.
- 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:

Your bid shall be prepared and marked as “Technical Proposal” and the other marked as “Financial Proposal”.

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

The **envelope** must be clearly marked with the following:

UNFPA/IND/PDS/02/2012 – Digitization and Microfilming of Census Reports

UNITED NATIONS POPULATION FUND (UNFPA)

55, Lodi Estate

New Delhi – 110 003

India

Attention: UNFPA Representative, India

ONLY TO BE OPENED BY AUTHORISED UNFPA PERSONNEL

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

UNITED NATIONS POPULATION FUND (UNFPA)

UNFPA/IND/PDS/02/2012 – Digitization and Microfilming of Census Reports

*Submission 1 of 2: **Technical Bid***

UNITED NATIONS POPULATION FUND (UNFPA)

UNFPA/IND/PDS/02/2012 – Digitization and Microfilming of Census Reports

*Submission 2 of 2: **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 office on or before the date and time specified in this RFP.

UNFPA may, under special and exceptional circumstances, extend this deadline for the submission of the bids and such changes shall be notified to 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 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 bid qualifies, meeting the requirements for the RFP. The total number of points which a bidder may obtain for technical and financial bids is **100 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.

19.2. Financial Evaluation

The financial bid will only be evaluated if the technical bid qualifies. 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)

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 100 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.

Terms of Reference Request for Proposal (RFP)

Digitization and Microfilming of Census Reports

The present Request for Proposal (RFP) from UNFPA India is aimed at engaging the services of a suitable firm/agency to take up the work of digitization and micro-filming of old census publications for the proposed Census Resource & Training Centre (CRTC) at the Office of Registrar General & Census Commissioner, India (ORG&CCI) New Delhi. In this context, eligible agencies are invited to bid for the project.

1. Background

1.1 The Office of Registrar General & Census Commissioner, India (ORG&CCI) is an attached office of the Ministry of Home Affairs and has currently 35 offices all over the country. Besides the Head Office at New Delhi and the Language Division at Kolkata, 33 offices are located in States/UTs and are known as Directorate of Census Operations (DCOs). One of the main responsibilities of ORG&CCI is to conduct decennial Census of India.

1.2 Conduct of the Census is a role assigned to Government of India, under the Constitution. The Indian Census has a rich tradition and enjoys the reputation of being one of the best in the world. The first Census in India was conducted in the year 1872. This was conducted at different points of time in different parts of the country. In 1881 the Census was taken for the entire country simultaneously. Since then, Census has been conducted every ten years, without a break in spite of several adversities like wars, epidemics, natural calamities, political unrest, etc. This mammoth administrative exercise of collection of micro level data for the entire country, requiring huge commitment of manpower and material resources, is conducted by the Government of India every ten years with the active support of States/UTs. Census, 2011, conducted very recently, is the fifteenth in this unbroken series since 1872 and the seventh after independence.

1.3 The Post-Census operations call for validation and tabulation of the data collected during Census, in proper format, with high level of accuracy, to make it available quickly for use by all concerned. Accordingly, after every Census, ORG&CCI and DCOs publish a wealth of data with regard to statistics on population. Also, a large number of ancillary studies relating to rural craft, fairs and festivals and ethnographic surveys are undertaken from time to time and data is published. Over a period of time, ORG&CCI has become the repository of a wealth of sociological information relating to the country also. Special surveys are also undertaken and Census Atlases are published at the State level as well as at India level.

1.4 The United Nations Population Fund (UNFPA) was requested by the ORG&CCI to conduct a technical study for setting up the CRTC. In the technical study three important domains related to training of in-country officials, dissemination & communication of census data and potential international demand for census training in the region were examined and relevant recommendations were given.

1.5 Based on the recommendations, to ensure optimum use of wealth of data already available since first Census up to the latest Census, 2011, by various target and user groups, modernization of existing Library system at Sewa Bhawan, R.K. Puram, New Delhi has already been taken up by ORG&CCI.

1.6 Further, with the support of United Nations Population Fund (UNFPA), archiving of

Census Reports, maps and other documents is being taken up for making it accessible through a 'Digital Library' and for long time preservation.

2. Purpose/Intent of the proposal

2.1 The need for preservation, coupled with need for improving accessibility (which can only be achieved by digital/analogue storage and an efficient database management/retrieval system) is behind the current initiative for digitization and microfilming of ORG&CCI's archives. Keeping this in view, the primary objectives of the proposed initiative are:

(i) **Preservation:-** Preservation of all the documents is the foremost objective. Once the documents are scanned and microfilmed, preservation of the originals can be ensured for a much longer period as the need to handle the physical documents would be eliminated or minimized to a great extent since document would be made available through the Integrated Content Management System (ICMS);

(ii) **Improve Accessibility:-** The ICMS would make the digitized documents more accessible to scholars, teachers, academics and the general public, both within the office of ORG&CCI as well as to those who cannot personally visit the ORG&CCI's library but want to access the contents through the internet, under open access policy;

(iii) **Enhanced Search ability:-** All documents would be linked based on subjects, themes or any other criteria making large amount of information easily available on any subject matter for training, research and development. Any researcher looking for content on any subject or themes will have a unified access to content on all Census Data thereby making the searching much easier and faster.

2.2 The purpose of this RFP is, therefore, to engage; a competent Agency (hereafter referred to as 'Agency') for undertaking and accomplishing the following activities:-

Activity
(i) Digitization of Census Reports, Maps and Other Documents (Including microfilms and microfiches) into image format (Raw Tiff, Clean Tiff), PDF-A (Uncompressed & Compressed), as per Standards indicated at Annex. A;
(ii) Simultaneous preparation of microfilms, using COM Technology, from digitized Census Reports, Maps and other Documents, using archival quality microfilms, as per Standards indicated at Annex. A;
(iii) Integrated Content Management System (ICMS), as specified in the document, to be installed at ORG&CCI, New Delhi;
(iv) Post implementation technical support for ICMS for a period of three years;
(vi) Training of staff for running the ICMS and for safe maintenance of soft copy of digitized data in various media & microfilms and for migration of data to new format (s);
(v) Providing of soft copy of digitized data in SAN, LTO Tape Cartridges as also properly tested Microfilms, for safe keeping, as per Standards indicated at Annex. A.so that the data is available for reference for all times to come.

Note:- (i) It is difficult to estimate the exact quantum of documents or number of pages available in ORG&CCI's library or to be borrowed from elsewhere and a rough estimate of the volume is 8 lakh pages (approx 0.8 million pages). Given the nature of the collection, the exact volumes can only be ascertained during the digitization/microfilming process. The payment will, however, be made for the work actually done by the Agency.

(ii) The interested bidder can inspect the records by contacting Library in-charge, Social Studies Division, Office of the Registrar General and Census Commissioner, India, Sewa Bhavan, RK Puram, New Delhi 110066 on Telephone No. 011-26104513 on any working day between 10.00 A.M. to 6.00 P.M.

3. Description of Tasks

3.1 The entire project shall be awarded to a competent Agency on a turnkey basis, whereby the Agency shall be responsible for scanning, digitizing and microfilming of ORG&CCI's holdings at Sewa Bhawan, New Delhi or/and at any other station to be indicated by ORG&CCI, create the basic metadata and port the entire digitized collection into a readymade ICMS solution through which the scanned documents can be catalogued, managed and searched. The ICMS would be implemented right at the beginning of the project so that the scanning and metadata creation work is carried using ICMS workflow for image management. The digitization/microfilming project is expected to be completed maximum in one year from the date of commencement.

3.2 The Agency shall bring in all the required hardware, software and supporting equipment to carry out the work and achieve the production and quality targets as specified. The list and specifications of the equipment proposed to be installed by the Agency at ORG&CCI's premises and/or at the specified stations shall form part of Agency's technical proposal and shall be used for evaluating the adequacy of Agency's response to these Terms of Reference. Once the project commences, ORG&CCI shall evaluate the Agency's performance based on the outputs provided and ORG&CCI reserves the right to ask the Agency to replace any equipment (with similar equipment in better condition or superior equipment) if its output does not meet the requirements of ORG&CCI.

3.3 ORG&CCI's Project Management Consultant (PMC) and/or ORG&CCI's Internal Team would be involved in the creation and maintenance of its archive and could be approached for any advice, support and guidance as and when required and requested by the Agency during the course of execution of the project. All outputs and deliverables submitted by the Agency shall be approved by the PMC and/or ORG&CCI's Internal Team and then cleared for payment.

3.4 For safe keeping of soft copy of digitized data and Microfilms by ORG&CCI, as per laid down international standards for preservation, a plan shall have to be given by the Agency so that ORG&CCI is able to take timely action before the project could start.

3.5 Following are the main tasks to be carried out during project implementation:

3.5.1. Rapid review of the type and condition of the documents to be digitized along with the catalogues and lists available with ORG&CCI (to be used for metadata) to gain a better understanding and planning the work;

3.5.2. Preparation of a detailed action plan for digitization and microfilming of documents along with detailed workflows. The action plan would clearly indicate the International Standards (In

case the Agency is of the opinion that the same are different from the Standards indicated by ORG&CCI at Annex. A), which will be followed by the Agency for digitization and microfilming;

3.5.3. Setting up of a fully equipped digitization and microfilming facility in Sewa Bhawan, R. K. Puram, New Delhi and/or any other station indicated by ORG&CCI, during office hours/days and beyond office hours, if required, for carrying out the scanning, digitization, microfilming and indexing work;

3.5.4. Pilot project covering different type of records and implementation of ICMS on Intranet and Internet;

3.5.5. Batch preparation for digitization/microfilming;

3.5.6. Scanning and digitization of the documents (including image enhancement and OCR etc.) and microfilming;

3.5.7. Metadata creation and indexing of digitized/microfilmed documents;

3.5.8. Quality checks and validation of digitized/microfilmed material and checking of catalogue data/index in coordination with ORG&CCI's team;

3.5.9. Document returning/re-positioning;

3.5.10. Development, testing and implementation of ICMS solution on Intranet and Internet. Populating the databases in the ICMS.

3.5.11. Thorough testing of the integrated solution;

3.5.12. Preparing detailed specifications of all the necessary hardware, software, connectivity and supporting infrastructure required to run and maintain the ICMS, after the Agency takes its equipment back at the end of the contract period. ORG&CCI shall procure the said infrastructure at its own cost;

3.5.13. Development/Customization of Technical and User manuals (Protocols) for running ICMS, safe maintenance of digitized data & microfilms and a data migration plan to take care of Technological Obsolescence;

3.5.14. Extensive training of the ORG&CCI staff to operate the integrated solution;

3.5.15. Post Implementation Technical Support for ICMS;

4. Technical Requirements:

The Technical Requirements for the project of digitization, microfilming and ICMS are indicated at **Annex. A**.

5. General conditions

- (i) The successful bidder will have to make arrangements to deploy the required infrastructure and manpower to undertake the entire operation in the ORG&CCI's

- office premises at Sewa Bhawan, R.K.Puram, New Delhi and/or any other station indicated by ORG&CCI, during office hours/days and beyond office hours, if required;
- (ii) It will not be permissible for the agency/agencies to which the work is outsourced to further outsource the work.
 - (iii) The rates quoted shall include cleaning up of images and other noises since some of the reports are very old and have lost their originality (colour);
 - (iv) The rates quoted by the Agency/Agencies shall be valid till the completion of the project;
 - (v) The agency must start the work within 30 days from the date of signing the Agreement failing which the Performance Security will be forfeited and UNFPA will take further necessary action as it deems fit.

6. Other Requirements

Digitization Project

- (i) Normally, two pages per frame will be digitized;
- (ii) The Agency shall install necessary number of scanners (Non contact device type with cool light) and other equipment for completing the preparation of digital images of the Census Reports etc. within a period of maximum one year;
- (iii) The documents to be digitized will normally be of the size of A-4/B-4/A-3 size in stitched files/volumes. However the size of the maps would vary from A4 to A0 size;
- (iv) In some cases the digitization will have to be done from micro-fiches or micro-films as the case may be;
- (v) The documents will have to be digitized at minimum of 300 dpi. The Agency shall on an average, digitize at least 4,000 pages per day, which after quality checking shall be passed on to the PMC and/or the team set up by ORG&CCI for further checking.;
- (vi) It will be the responsibility of the Agency to take the documents from the stack area for digitizing and after digitizing restore in the same place from where taken;
- (vii) If it becomes necessary, the documents/records shall be re-stitched/rebound again after digitizing. Necessary human resources for this purpose shall be arranged by the Agency at their own cost;
- (viii) Book cradle mechanism shall be used for bounded volumes of documents for minimum handling of the documents/records. Stitched files/volumes shall be electronically flattened;

Microfilming Project

- (i) The Agency shall undertake digitization and microfilming simultaneously. After the digitized documents are cleared by the PMC and/or quality checking team set up by ORG&CCI, using COM Technology, with the help of Archive Writer, the digital images shall be converted to analog images and archival microfilms shall be prepared, as per International Standards. The Agency shall, on an average, prepare microfilms of at least 4000 pages per day;
- (ii) Necessary space for installation of equipment, electrical connection and water connection for processing of Microfilms shall be provided by ORG&CCI and rest all arrangements will have to be made by the Agency themselves;
- (iii) For archival purpose, the digital output of scanned images shall be written on un-perforated rolls of 35 mm x 30.5 m of archival quality microfilms with life

expectancy of 500 years;

- (iv) The microfilm must be processed in the archival processor that meets archival standards indicated at **Annex. A**;
- (v) Microfilm rolls processed for archival quality will be delivered to ORG&CCI within 10 days of processing to ORG&CCI along with a certificate that these rolls have been processed as per Standards indicated at Annex. A and meet the laid down standards of density, resolution and residual chemical content (Density – 0.80 to 1.20 (ideal 1), Resolution – As per Archival standards, Residual Chemical contents – (a) without traces of silver in the processed film (b) 0.005 mg per sq. inch as per Methylene Blue test for residual hypo in the processed film.
- (vi) No payment will be made for microfilms not found of satisfactory quality. ORG&CCI will also get the films tested in a “Quality Control Laboratory” identified by it and the decision taken by Registrar General & Census Commissioner, India in this regard shall be final;
- (vii) The Agency shall retain the original cartons, spools and protective strips of the Company from which microfilms are outsourced and handover the same to ORG&CCI along with the microfilms. A computerized list of the index of negative films shall be prepared and pasted on the carton boxes of the negative microfilms etc. being supplied. The computerized data is to be given separately in a CD/DVD to ORG&CCI;
- (viii) Any sub-standard or defective microfilm rolls and unclear images in digital formats shall have to be replaced without any extra cost;
- (ix) While on the assignment, the Agency shall not make or retain any digital/ microfilm copy of the documents/records for any purpose whatsoever, except for submitting the microfilms to the ORG&CCI as per the terms of the RFP;
- (x) The Agency shall deploy professionally qualified supervisor (s) who would check the digital images and microfilm rolls before handing over the same to ORG&CCI for final checking.

7. Expected Deliverables:

- (i) Digitized copies of documents in Raw TIFF, Clean TIFF, PDF-A (Lossless and Compressed) formats to be supplied in SAN, and LTO Tape Cartridges. Single page and not multi-page TIFFs shall be prepared;
- (ii) Negative archival quality microfilm copies (35 mm x 30.5 m) prepared from the digital copies of the documents;
- (iii) Integrated ICMS.
- (iv) Proper maintenance of ICMS for three years and training of staff for running the ICMS;
- (v) A data migration plan to take care of Technological Obsolescence.

8. Penalties

- (i) The documents to be digitized are of archival importance and due care in handling of these documents by the operators have to be ensured. Any loss or damage of/to the documents supplied for digitizing would be taken very seriously and may result in cancellation of the contract;
- (ii) If the laid down targets of digitization & microfilming are not achieved by the

Agency, penalty will be levied and if the situation does not improve, after three working days the agency would have to pay the equivalent amount by which there is shortfall. In case the proposed target is not met within ten working days, UNFPA reserves the right to terminate the contract without any further deliberations.

- (iii) If the processed microfilm rolls, with a quality certificate, are not delivered to ORG&CCI for testing within ten days of their processing, 10% of the cost per roll per day will be deducted as penalty up to 20 days from the processing date. The cost per roll shall be obtained from the Company whose rolls are used for microfilming.

9. Eligibility Criteria for Agencies: -

- i) Average Annual Turnover of the Agency/Agencies should be more than ₹2 crore (INR 20 million) for last three financial years (2008-09, 2009-10, 2010-11). Copies of audited balance sheets to be enclosed along with the Technical Bid;
- ii) The Agency must have technical, professional proficiency and past experience in undertaking/executing such large-scale digitizing and microfilming projects;
- iii) The Agency/Agencies must have undertaken and successfully completed at least one project of digitization and microfilming of documents in the offices of Government of India/Public Sector undertakings/any other reputed companies & private concerns, valuing ₹ 50 lakh (INR 5 million) or more during the last three calendar years (2008-11). (A copy of the Work Order and Work Completion Certificate should be submitted with the Technical Bid);
- iv) The Agency should not have been black listed by any Central Government/State Government Offices/PSUs/UN Agency/The World Bank and a self-certificate is to be enclosed with the Technical Bid;
- v) The proposed ICMS should be at least CMMI Level 5 certified;
- vi) Proposed ICMS should be an industry standard solution and it should have at least 20 installations in Central/State Govt/Educational Institutes in India with unlimited concurrent users, which should be verifiable through open internet. The Agency should supply URL of each installation, which ORG&CCI/UNFPA may be able to verify on its own through internet;
- vii) The Agency has to submit a sample of images and microfilms complying with TIFF, PDF-A and Microfilm Standards along with a certificate from the technology provider confirming the compliance of specifications/standards. The Agency should collect images for creation of samples from ORG&CCI;
- viii) The Technical bid must accompany a certificate confirming compliance of specifications in respect of ICMS (Indicated at Annex. A) along with screenshots. In the absence of such compliance certificate and confirmation of delivering source code of ICMS, the bid will be rejected.

N.B: Any Bid (Technical) not accompanied with the above mentioned documents/ enclosures shall be summarily rejected.

10. Procedure for submitting proposals

01. Intending Agencies should submit their typed (not handwritten) Technical and Financial Proposals as under: -

Technical Proposal to cover the following:

- (i) Approach to the assignment of how the agency intends to address the objectives and scope of work of the study including the training of staff for running and maintenance of ICMS
- (ii) Time frame outlining the specific steps to be undertaken
- (iii) Description of personnel who will be assigned the tasks and how the project will be managed. A brief CV of the staff to be assigned to the project must be enclosed.
- (iv) A statement on organization capabilities including:
 - Background summary of the agency outlining areas of expertise;
 - Current list of clients; and any direct experience the agency has working on similar projects;
 - Confirmation that proposed personnel will be available to the tasks required to implement the project objectives
- (v) Audited Balance Sheets for the last three financial years
- (vi) Quality assurance mechanism
- (vii) List of equipments proposed to be used by the Agency for the project along with support documents regarding ownership etc.;
- (viii) Copies of work order and completion certificate for at least one project of digitizing & microfilming, undertaken by the Agency in the offices of Government of India/Public Sector Undertakings/any other reputed companies & private concerns, valuing Rupees 50 lakh or more during 2008-11 (calendar year);
- (ix) Copy of the Registration Certificate of the Agency;
- (x) Self-certificate duly signed by the Agency that the Agency is not currently black listed either by ORG&CCI or any other Central Government/ State Government Department/ Public Sector Undertaking/UN Agency/World Bank.
- (xi) Undertaking and plan to deploy the required infrastructure for executing the digitization and microfilming project.

The '**Technical Bid**' should also contain a CD/DVD of digital images and microfilm test strip of at least 4 meter long with sufficient leader and trailer, containing exposures paper manuscripts, for technical evaluation of quality of microfilm and performance of the Service Bureau/Company. The resolution chart should also be exposed in the beginning of the '**Test Strip**'. The following information should also be furnished along with the '**Microfilm Test Strip**':-

- a. Make of Scanner & Archive writer.
- b. Reduction ratio
- c. Make of Processor for developing microfilm

The Agency should collect images for creation of samples from ORG&CCI.

The 'Technical Bid' should also contain documents/certificates indicated under 'Eligibility Conditions'.

N.B: Any Bid (Technical) not accompanied with the above mentioned papers etc. shall be summarily rejected. In addition, it is mandatory to include the documents mentioned in the Annexure 1 – Instructions to Bidders (clause D – submission of bids, sub clause 10.1 – Technical Bids) without which the bid will be rejected.

Financial Proposal to cover the following:

S. No.	Name of activity	Rate (Inclusive of all)
(i)	Digital images of documents of A4 size at minimum 300 dpi supplied in Raw TIFF, Clean TIFF, PDF-A (Lossless & Compressed) formats in SAN, and LTO Tape Cartridges [two pages in one frame]	Rs..... Per frame
(ii)	Digital images of documents of A4 size <u>from microfiches</u> as per the standards and formats indicated [two pages in one frame]	Rs..... Per frame
(iii)	Digital images of documents of A4 size <u>from microfilms</u> as per the standards and formats indicated [two pages in one frame]	Rs..... Per frame
(iv)	Preparation of Negative microfilms of documents of above digital images in archival quality microfilms, as per International Standards [two pages in one frame]	Rs..... Per frame
(v)	ICMS Solution and maintenance during the project period (Lump-Sum)	
(vi)	Post Implementation Support for ICMS for three years after completion of the project (Lump-sum for each year)	Year 2 _____ Year 3 _____ Year 4 _____ Total _____
(vii)	Training of Staff for running and maintenance of ICMS (Three teams of 5 persons each) (Lump-sum)	
(viii)	Professional fee, if any	
(ix)	Any other (please specify and justify the cost line item)	

RATES: Rates for digitization, microfilming and ICMS etc. should be indicated in both FIGURES & WORDS including all charges and would remain constant till the successful completion of the project.

Note: The activity on post implementation support for ICMS for three years after completion of the project, may or may not be awarded or taken up by UNFPA. But, it is essential for the bidders to quote their rate for this activity as ORG&CCI may consider awarding it.

Note: TELEGRAPHIC/FAXED/EMAIL PROPOSALS SHALL NOT BE ACCEPTED.

11. ERASING, OVER-WRITING AND CORRECTIONS: Erasing, over-writing and corrections should be authenticated by the tenderer's signature. In case, this has not been done, such offer is likely to be rejected. All pages in Technical/Financial Bid document & its enclosures are to be signed & stamped and then be serially page numbered by the 'Tenderer'.

12. As estimated volume of some of the activities relating to digitization & microfilming is subject to variation, payment will be made as per actual work done as per unit rate.

13. Evaluation of the Proposal and Award Criteria:

A. Evaluation of the Proposal

- (i) Evaluation criteria and a point based scoring system has been included in the RFP
- (ii) UNFPA will constitute a Technical Review Committee to review the proposals;
- (iii) Upon receipt of agency proposals on the due date, Technical Review Committee members will independently review and score all proposals from a technical perspective only;
- (iv) Average scores based on individual assessment will be calculated;
- (v) Financial bids of the agencies scoring more than 60% on the technical assessment will only be opened
- (vi) Financial proposals of the agencies that do not qualify the technical review will be returned unopened
- (vii) UNFPA shall award the contract to the technically qualified management firm/agency who obtains the highest combined score of the technical and financial evaluation

Note: The panel constituted by UNFPA can ask all the agencies to make a technical presentation before it on the specified time and date fixed. The agencies which fail to do so will stand summarily rejected.

B. Evaluation Criteria

Evaluation criteria and the scores (both technical and financial) for selecting the appropriate agency will include:

- | | |
|---|------------------|
| i. Agency background and experience | 10 points |
| ii. Knowledge and prior experience of undertaking similar work | 10 points |
| iii. Specification of the proposed technical infrastructure at the project site | 10 points |
| iv. Technical approach, quality assurance and management Plan | 30 points |
| v. Technical (Total) | 60 points |

vi. **Financial Proposal**

40 points

vii. **Total: (V +VI)**

100 points

C. Award Criteria:

UNFPA shall award the contract to the successful Agency, whose bid has been determined to be responsive by the Technical Evaluation Committee and after opening of the Financial Bid has obtained the highest combined score of the technical and financial evaluation. UNFPA, however, reserves the right to reject any bid without assigning any reasons.

D. Due Date

The interested agencies are requested to submit the technical and financial proposals separately in sealed envelopes (*refer Annexure I - Instruction to Bidders - clause 12 Sealing and Marking of Proposals*). Please send in your proposal in a sealed envelope with **UNFPA/IND/PDS/02/2012 – Digitization and Microfilming of Census Reports’** super scribed on the envelope, to:

**UNFPA Representative
55 Lodi Estate
New Delhi 110003**

Please note that your sealed proposal must reach the UNFPA India Country Office (at the address mentioned above) latest by 5.00 PM on 10th August 2012. UNFPA will not be responsible for proposals that do not reach by the cut-off date and time. The decision of UNFPA will be final and binding on all those who submit proposals.

For any further information or clarification, please contact Mr. Sushil Chaudhary, Email: schaudhary@unfpa.org

TECHNICAL REQUIREMENTS FOR THE PROJECT OF DIGITIZATION, MICROFILMING AND ICMS**1. Standards for Digitization Process**

- (i) While digitizing the documents the Agency will be required to ensure the image to be as close to the original as possible. Image enhancements may be done at a later stage. Scanning optical resolution of 300 DPI (24 bit colour/8 bit grey scale/Black and White) should be used as per need to ensure good quality image.
- (ii) Standard cleaning processes, which do not interfere with/affect the original documents in any manner, will be followed.
- (iii) The Agency must follow the following standards:
 - ISO 27001:2005 standard for Information Security Standards
 - ISO 19005-1:2005 for final digital file format
- (iv) The output file provided by bidder should adhere to following minimum specifications:
 - a) Output file to be used for long term archiving and web viewing should be in PDF/A format (ISO 19005-1:2005);
 - b) The PDF/A file should be a Linearized PDF (as defined by PDF reference manual (ISO 32000-1:2008)) to ensure faster web viewing;
 - c) In case of images with printed English text, the output PDF/A document should be searchable and re-flowable {Reader Extensions enabled (enabling documents for interactive use with free Adobe Reader)};
 - d) The PDF file created should be highly compressed (50% - 80% in comparison of JPEG compression and 30% - 50% in comparison of CCITT G4 Compression). A PDF/A file created from an uncompressed TIFF image scanned at 24 bit color should be at least 100 times smaller than the original image. e.g. an uncompressed TIFF image of A4 size scanned at 24 bit color, 300 dpi will be of a size 25MB (approximate), corresponding PDF/A file should be of 250KB or less;
 - e) Automated Meta data insertion in the PDF files - Metadata available in such as XML, CSV, MS-Excel or text file should be inserted into the PDF file in a single step during the creation of the PDF file itself. The metadata inserted inside the PDF should conform to the XMP specification for storing rich metadata. This will enable any content management system that supports XMP to import this metadata as indexes.
- (v) Raw Master Image, Clean Master Image and PDF-A (Lossless) will be saved and will be provided to ORG&CCI in SAN, DVDs and LTO Tape Cartridges. The detailed specifications for Raw Master Image, Clean Master Image and PDF-A will be as under:-

Raw Master Image: (Original Digitized Image)

File Format: Tiff 6.0 or higher
Compression: Uncompressed
Spatial Resolution: 300/600 dpi, minimum, optical

Clean Master Image: (Cleaned Image)

File Format: Tiff 6.0 or higher
Compression: Loss less compression
Spatial Resolution: 8" X 10" at 300 dpi

PDF-A Image:

File Format: PDF
Specifications: As mentioned above
Spatial Resolution: 1024 x 768 pixels at 300 Dpi

- (vi) There should not be multiple screens/modules/processes for generating different type of required PDF outputs. Software should be capable enough of generating multiple types of PDF Files by selecting single source images for one time only;
- (vii) The digitization database created by the Agency shall be non-editable.
- (viii) Searchable PDF should be created in one single step by processing the input image file thus ensuring that no intermediate manipulation of content is possible;
- (ix) PDF should be enabled for interactive use (applying digital signatures, annotations, comments) with free Adobe Reader;
- (x) PDF/A should be digitally signed (using available digital signature in batch mode). Also it should be possible to digitally sign these PDF files using free Adobe Reader and any other Open Source Digital Signing Tool;
- (xi) It should be possible to apply dynamic watermark on these PDFs (in one step while creating) based on the policy used to create the PDF;
- (xii) The viewing of the PDFs on Internet and Intranet should be secure.

1.2 Metadata, Indexing of the digitized documents & Metadata Standards

- (i) The Agency must ensure proper indexing of the images. The parameters for indexing and creating metadata have to be provided and finalized by the successful bidder in consultation with ORG&CCI;
- (ii) ICMS should support Dublin Core standards. Metadata should be uploaded in Dublin Core format;
- (iii) The bidders shall use latest technologies to maximize the automatic extraction of metadata and if required ORG&CCI shall provide necessary support for the purpose;
- (iv) The selected bidder would start with the available catalogue information and additional metadata would be added later in the existing tables, as required by Dublin Core Metadata Standards;

- (v) The selected bidder will be required to do the metadata and indexing work only in English and if any translation is required the same will be provided by ORG&CCI;
- (vi) It should be possible to refine and add to the metadata over the years, based on user feedback;
- (vii) The ICMS must provide and the bidder must implement a thesaurus of keywords/phrases of metadata so as to support the searching features. All search features must automatically use the thesaurus for locating the records for not only the word /phrase typed by the user but also all its synonyms;
- (viii) The Solution Provider must follow the following standards for metadata:
 - Dublin Core Standards
 - Open Archival Information Standards (OAIS)
 - MARC 21 formats standards for representation and communication of bibliographic information in machine readable form.
 - US Library of Congress` Encoded Archival Description (EAD) standard based on SGML/XML syntax.

In case of any differences in the above standards, the Solution bidder shall recommend the suggested approach to ORG&&CI for approval.

- (ix) The basic indexing of database structure must include:

- Title
- Creator
- Subject
- Description
- Publisher
- Contributor
- Date
- Type
- Format
- Identifier
- Source
- Language
- Relation
- Coverage
- Rights

- (x) ORG&CCI's library "Accession No." will initially be present at the document level and then subsequently when metadata is added at page level, the same would need to be available at page level also.

1.3 Standards for Microfilming Equipment and Microfilms

For better quality and keeping future improvement possibilities in view, equipment used for digital microfilming & scanning should have below-mentioned features:

- Universal application for all kinds and sizes of documents which produces microfilm in accordance with the International Microfilm Standard.
- Support for all standard file-formats in b&w, grey-scale and colour, e.g. TIFF, JPEG, JPG2000, PDF etc. and all kinds of Word, Excel files, etc.
- It should be possible to capture all sizes of images from A6 to A0 in single frame without using joining or image stitching technology. These are probable page sizes. However maximum numbers of pages are within the range of A4 to Legal.
- Easy operation – “burn to microfilm function” International norms for microfilm density is 0.80 to 1.20
- integrated ICC conform colour management wide range of automatic image processing tools for perfect image and batch conversion.
- Image link (Panchromatic Un-perforated) Polyester based high archival quality raw microfilms (Un-perforated rolls of 35 mm x 30.5 m of archival quality microfilms manufactured to ISO Specifications 18901:2010 for archival use) with life expectancy of 500 years should be used;
- The filming arrangement shall be two running pages per exposure in comic mode with suitably selected technical targets giving all relevant information in the microfilms. Every Film Roll shall be so prepared that it starts with one index frame which contains the information about the document microfilmed in big size (capable of being read with naked human eye) in the particular roll.
- The prepared microfilm should have a leader of 20” or 50 cm in the beginning and trailer of 20” or 50 cm in the end roll.
- The full frame size should be used during filming.
- The following precautions should be taken care of while doing the microfilming work:
 - (i) Filming should be done in sequence.
 - (ii) Resolution Chart must be exposed at the Start and End of the roll.
 - (iii) The film should be handled in such a way that no thumb/finger impression or scratches any stain is left on the film.
- The successful bidder(s) will be responsible for film processing and ensuring archival quality of microfilms. The processed microfilm shall meet the archival parameters in density, contrast and resolutions as under: -
 - (i) Density – 0.80 to 1.20 (ideal 1)
 - (ii) Resolution – As per Archival standards
 - (iii) Residual Chemical contents – (a) without traces of silver in the processed film.
(b) 0.005 mg per sq. inch as per Methylene Blue test for residual hypo in the processed film.

The bidder shall ensure that the films are exposed, developed, fixed and washed for archival quality meeting the International Standards.

- Processed microfilm roll shall have to be delivered to ORG&CCI at the bidder’s cost within 10 days for testing the same by “Quality Control Laboratory” (Methylene blue test) for residual hypo in the processed film, ideal density and resolution etc. along with a

certificate that these rolls have been processed as per International Standards. The bidder shall inspect all the rolls before submitting them to ORG&CCI to ensure that the rolls are free from defects. In case of any defect noticed, retakes shall be carried out and sent along with the roll.

- Only 2 splicing will be allowed in one roll i.e. one in the beginning, one in the end and one in between if major portion has been asked for retakes.
- Along with the supplied rolls contents/index of the documents filmed in the roll must be furnished. Original cartons, spools and protective strips of films should be retained and sent to ORG&CCI along with the Computer Output microfilms. A computerized list of the index of negative films in the prescribed format should be prepared and pasted on the boxes of the negative microfilms being supplied. The computerized data shall be supplied in a CD also.
- Any sub-standard or defective rolls or part thereof as rejected by ORG&CCI and shall have to be re-filmed/retaken without any extra cost. ORG&CCI's decision in this regard shall be final. If the rejection ratio exceeds 5/100, the bidder shall have to bear the cost of testing as decided by the ORG&CCI. Microfilming of the documents in wrong sequence shall also be a ground of rejection.

1.4 Integrated Content Management System (ICMS)

- a) ORG&CCI requires images/digital documents for each material which is digitized in output formats described above.
- b) The bidder shall provide a tool within ICMS for MIS reporting which gives a real time update on the status of digitization work (at different stages) and a complete audit trail of all activities using log reports.
- c) The Solution Provider must ensure that all ICMS searches for PDF-A files must return results within a maximum time of 5 (five) seconds and ALL pages of the ICMS must open (on ORG&CCI's intranet) within a maximum time of 3 (three) seconds, The bidder should suggest and install all equipment (specially Servers) keeping these service benchmarks in mind. The number of concurrent users can be considered as 100 for designing the system to achieve this response.
- f) The ICMS must have a facility for saving all searches so as to track the documents usage patterns.
- g) Broad Features of the ICMS Solution: The proposed ICMS would be based on web technology and should be a readymade solution (Software Solution with source code, unlimited Concurrent User Logins). ICMS shall be an integrated web technology based solution that allows ORG&CCI to integrate all types of holdings documents, photographs, existing digital contents, Audio-Video media etc. and enable the user to search quickly and comprehensively across different media from the vast material available in ORG&CCI. The same ICMS software shall be capable of running seamlessly over Intranet, Virtual Private Network (VPN) as well as the Internet. The ICMS shall provide extensive features for searching of the database, such as, context based searching, keywords based searching etc. ORG&CCI want the ICMS to have multi language capability to have metadata entry and searches in vernacular languages at a later date.

h) Following are brief specifications of required ICMS

- Standard ICMS with source code, with no limitation on no. of users, developed on open standard, platform independent technology, with inbuilt viewer for viewing PDF files in form of book with book like page flipping functionality along with zoom in & out feature with no dependency on any PDF reader on the user's desktop;
- It should be possible in ICMS to apply watermark in dynamic manner on PDF files while user is viewing them, however original PDF files in file server should be available without watermark, which ORG&CCII can provide to authorized users as per the requirement.
- The ICMS would be required to be customized as per needs of ORG&CCI;
- Extensive meta-data creation using comprehensive data entry templates should be possible;
- For huge files digital content should be stored in file servers (FTP Server) for efficient streaming and access;
- Institutional archives both Open access and restricted access should be created from a single interface;
- Standard subject heading schemes like Library of Congress and others;
- Metadata standards Dublin Core should be used;
- Browse able data base building supports by standard digital library protocols such as Z39.5;
- Allowing creation of Users, and User groups;
- Should be Unicode compatible;
- Backup and Restore Script of Database on a periodical basis;
- Allows Multiple User Access levels and Authorization of Users depending on Roles;
- Provides Comprehensive Statistics to evaluate the usage of the Repository;
- Allows Versioning – Users can upload multiple versions of the same file;
- Should assign a Persistent Identifier to each contributed item (Handle System) i.e. creating a unique URI for each asset uploaded in ICMS;
- Full text searching using industry standard search engine;
- Authentication: The mechanism whereby systems may securely identify their users;
- Authorization: The mechanism by which a system determines what level of access a particular authenticated user should have to secure resources controlled by the system;
- Ease of Access: The level of effort required in order finding, or gaining access to use it is very minimal by using various Browse options;
- Faster Search & Retrieval: Users can search for any item via a single interface. An Advanced Search tool is required;
- Hierarchy to manage contents (i.e. Communities, Collections, and Items);

- Import & Export: Allows Import & Export for Communities, Collections and Items;
- Statistics: Provides statistical reports/summary which can be used for perform analysis on repository;
- Supports large no. of digital formats: Accepts any type of digital content, including: Text, Images, Audio and Video;
- Customization: Allows customization to accommodate the multidisciplinary and organizational needs of a large institution;
- Standards Compliance: Stores item Metadata in the Dublin Core Metadata Schema.;
- Optimized Search: Uses the open source search engine technology which makes it very easy for anybody to find any item within a very short span of time.

It is mandatory to submit compliance of above specifications mentioned along with screenshots in technical bid. In absence of such compliance and confirmation of delivering source code of ICMS, bids are liable to get rejected summarily.

ANNEX III: Bid Submission Form

To: UNFPA Representative
55 Lodi Estate
New Delhi – 110 003

Dear Sir / Madam,

The undersigned, having read the solicitation documents of Request for Proposal “with **UNFPA/IND/PDS/02/2012 – Digitization and Microfilming of Census Reports**” 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 bidding contract would result only after final negotiations are concluded on the basis of the technical and price bids proposed.

Dated this day of [year].

Signature:

Name:

Title:

Company:

Email address

ANNEX IV: Bidders Identification Form

UNFPA/IND/PDS/02/2012 – Digitization and Microfilming of Census Reports

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
UNFPA/IND/PDS/02/2012 – Digitization and Microfilming of Census Reports

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: Price Schedule Form

UNFPA/IND/PDS/02/2012 – Digitization and Microfilming of Census Reports

Item	Rate per frame (in figures)	Rate per frame (in words)	Rate per frame (in words)	Total
1. Digital images of documents of A4 size at minimum 300 dpi supplied in Raw, TIFF, PDF-A (Lossless & Compressed) format in SAN, DVDs, and LTO Tape Cartridges (two pages in one frame (provide rate per frame)				
TOTAL				
2. Digital images of documents of A4 size from microfiches as per the standards and formats indicated (two pages in one frame)(provide rate per frame)				
TOTAL				
3. Digital images of documents of A4 size from microfilms as per the standards and formats indicated (two pages in one frame)(provide rate per frame)				
TOTAL				
4. Preparation of Negative microfilms of documents of above digital images in archival quality microfilms, as per international standards (two pages in one frame)(provide rate per frame)				
TOTAL				
5. ICMS Solution including development of separate library website and maintenance during the project period (Lump-sum)(provide rate per frame)				
TOTAL				

6. Post Implementation Support for ICMS for three years after completion of the project (Lump-sum for each year)

TOTAL

7. Training of staff for running and maintenance of ICMS (Three teams of 5 persons each) (Three teams of 5 persons each) (Lump-sum)

Item	Description	Number & Description by Level	Unit Cost	Committed Units	Total INR

TOTAL

8. Professional fee, if any

Item	Description	Number & Description by Level	Unit Cost	Committed Units	Total INR

TOTAL

9. Any other expenses (please specify each cost line item)

Item	Description	Number & Description by Level	Unit Cost	Committed Units	Total INR

TOTAL ANY OTHER EXPENSES

GRAND TOTAL

Signature of Bidder _____

Name and title _____



ANNEX VII: 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

Shall 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.

