

## I. BASIC INFORMATION

DATE OF BID: \_\_\_\_\_ [insert date] \_\_\_\_\_, 20XX

BIDDER'S FULL LEGAL NAME: \_\_\_\_\_

BIDDER'S ADDRESS: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Position: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

## II. BIDDER'S UNDERTAKINGS

The above-mentioned bidder hereby undertakes as follows:

- A. to hold this bid valid through: [insert bid validity date]
- B. to supply building construction per IFB number **PSI-IFB-SB24-10-306**, to the order of PSI.

ANNEX

**BID FORM, Page 2**

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**III. SPECIFICATIONS VERIFICATION**

Bidders must list any deviations from the specifications listed in the Schedule Form of Contract. If there are no deviations, write "No deviations."

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**VI. SIGNATURE AND CERTIFICATION**

I, the natural person signing below, being fully authorized to bind the Company, hereby certify that all information provided in the submitted Bid Form or otherwise pursuant to the subject IFB is true, accurate, current and complete. I further certify that the Company has read the detailed Technical Specifications and Standards and that the goods or services on offer will meet all aspects of the technical specifications and standard including but not limited to WHO guidelines (2010) as well as the labeling and packing requirements.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NAME AND TITLE (PRINT):** \_\_\_\_\_

**\*\*Please initial each page of the submitted quote form at the bottom of each page\*\***

**CONTRACT  
FOR BUILDING RENOVATION**

between

**POPULATION SERVICES INTERNATIONAL**

and

**<INSERT SUPPLIER NAME>**

**THIS AGREEMENT** (the “Contract”) is made and entered into as of the **date duly signed and executed below**, by and between Population Services International (PSI”), a non-profit corporation organized and existing under the laws of **<insert country>** and having its principal place of business at **<insert physical address>** (hereinafter referred to as the “Purchaser”), and **<insert full name of supplier>**, a corporation organized and existing under the laws of **<insert supplier’s country>** and having its principal place of business at **<insert supplier’s complete address>**, (hereinafter referred to as the “Supplier”), together referred to as the “Parties.”

RECITALS

**WHEREAS**, the Purchaser wishes to obtain certain goods or services;

**WHEREAS**, the Supplier represents that (1) it is a reputable firm with extensive experience in the production and international sale, export, shipment, and delivery of the goods or services as described in Schedule A of Annex B; (2) acknowledges that the goods or services as described in Schedule A of Annex B are designed and intended for specific uses by individuals that directly affect human health, and therefore quality and utility of the product for such uses are to be accorded over-riding importance in all aspects of Contract performance; and (3) is, and will, at all times during the Contract Term, remain ready, willing and able to deliver the said goods or services in full compliance with its obligations under this Contract (including, without limitation, obligations relating to price, quantity, quality, and timeliness);

**WHEREAS**, in view of the foregoing, the Purchaser wishes to enter into this Contract with the Supplier to purchase and require the Supplier to supply the goods or services described in this Contract, subject to the Contract’s terms and conditions;

**WHEREAS**, the Parties represent that they have taken or caused to be taken all formalities required by their By-Laws and Articles of Incorporation, and by all applicable laws, to authorize the execution and performance of this Contract;

**NOW, THEREFORE**, in consideration of the promises and mutual agreements and covenants herein contained (the adequacy of which consideration as to each of the Parties being acknowledged), the Parties hereby covenant and agree as follows:

**PART A: GENERAL INFORMATION ABOUT THE CONTRACT**

### 1. Purpose of the Contract.

The purpose of this Contract is to secure the supply <insert quantity> <insert good or service> that fully comply throughout the Contract Term with all Contract obligations (including, without limitation, those relating to price, quantity, quality and timeliness) in <insert number of shipments> shipments <insert incoterm, city, country>; to the Consignee, <insert PSI network member / affiliate (e.g. PSI Tanzania)>, pursuant to the Schedule set forth in Article 18, below.

### 2. Contents of the Contract.

This Contract consists of the following sections (which, together with all other matter referred to or incorporated herein, whether or not the text is reprinted in full, shall be deemed to form an integral part of the Contract):

- A. Part A, "General Information about the Contract."
- B. Part B, "Description of the Goods and Services."
- C. Part C, "Price, Currency, and Payment."
- D. Part D, "Shipping and Insurance (for international procurements only)."
- E. Part E, "Consignee and Notify Party."
- F. Part F, "Export and Import (for international procurements only)."
- G. Part G, "Delivery."
- H. Part H, "Confidentiality, Publicity, and Intellectual Property."
- I. Part I, "Performance."
- J. Part J, "General Provisions."

Schedule A. "Technical Specifications and Standards for the Goods or Services."

### 3. Definitions.

For purposes of this Contract, the following words have the meanings indicated:

**Approval** except as otherwise expressly stated herein, means the prior written approval of Purchaser.

**Consignee** means the designee in Article 14.

**Contract** means the present Agreement, having the contents stated in Article 2.

**Contract Price** means the per-unit price describe and specified in Article 8 of the Contract.

**Contract Term** means the Term of this Contract as described in Article 4B.

**Day** means a consecutive calendar day, unless otherwise stated.

**Effective Date** means the Effective Date of the Contract as stated in Article 4A.

**Expiry Date** means the date beyond which a good or service should not be used, sold or otherwise distributed.

**The Services** means the good or services that meets all of the Technical Specifications and Standards for the goods or services specified in Schedule A of this Contract.

**Notify Party** means the designee in Article 15.

**Total Price** means the product of the Contract Price times the quantity of the service specified in Article 8.

**Warranty Period** means the period(s) of the warranty(-ies), if any (including without limitation warranties on replacements lots, if any), set forth in Article 24 of this Contract.

**4. Effective Date and Contract Term.**

A. This Contract shall take effect, upon the signature of both Parties below, on the date indicated in the first paragraph of the Contract (the “Effective Date”).

B. The term of this Contract shall begin on the Effective Date and extend, unless earlier terminated pursuant to Article 39 of the Contract, through the date of completion of all obligations pursuant to the Contract (including, without limitation, the end of any Warranty Period (s) specified in Article 24) (the “Contract Term”).

**5. Exclusive Arrangement.**

This Contract is the exclusive arrangement between the Parties pertaining to the subject matter hereof, and supersedes and replaces all prior agreements, understandings, communications, negotiations, and discussions, whether oral, written, or electronic, involving the Parties. No purported trade usage, custom, course of dealing between the Parties, or verbal statements of any kind shall be binding upon the Purchaser.

**6. Counterparts.**

This Contract may be executed by the Parties in two separate counterparts, each of which, when so executed and delivered, shall together constitute one and the same instrument.

**PART B: DESCRIPTION OF THE GOODS AND SERVICES**

**7. Goods or services.**

All goods or services supplied must fully comply at all times during the Contract Term with the requirements of Schedule A of this Contract, “Technical Specifications and Standards for the Goods or Services.”

**PART C: PRICE, CURRENCY, AND PAYMENT**

**8. Price.**

A. This is a firm, fixed, all-inclusive, per unit-priced Contract that obligates the Supplier to supply **<insert quantity> <insert product>** at a per **<insert price>** in **<insert currency>** unit price herein referred to as the Contract Price.

B. The quantity of the goods or services specified in Article 8A above multiplied by the Contract Price also specified in Article 8A shall constitute the Total Price, which is **<insert total price>**. The Total Price shall constitute the Purchaser’s maximum potential aggregate liability to Supplier (including without limitation its officers, directors, employees, agents, representatives, contractors, approved assignees, and any and all third parties claiming under, on behalf of, through or as a result of Purchaser) arising out of, relating to, or resulting from the Contract and facts and circumstances surrounding its making and performance, based on causes of

action of any nature whatsoever.

**9. Currency.**

The Contract prices, and all invoices, payments, claims, and other communications, documents, obligations and accounts of whatever nature in connection with this Contract, its formation, and the facts and circumstances surrounding its making and performance are, and shall be, denominated exclusively in **<insert currency>**, and all foreign exchange risks affecting the relative value of all other currencies shall be borne solely by the Supplier.

**10. Payment.**

A. Payments will be made to the Supplier via corporate check or wire transfer. If the Supplier prefers to receive payments via wire transfer, all associated fees are solely for the account of the Supplier. Payment of the Commercial Invoice value (number of units shipped multiplied by the Article 8 agreed Contract Price) of each shipment will be earned and made in two phases, as follows:

**<insert percentage>**% on PSI's receipt of Commercial Invoice and **<insert required deliverable(s)>**

**<insert percentage>**% on PSI's receipt of Commercial Invoice and **<insert required deliverable(s)>**

**11. Taxes and Duties.**

A. Supplier shall be solely responsible for all costs and risks relating to payment of all duties, taxes, and other official charges assessed on exportation from the country of manufacture.

B. Purchaser shall be responsible for payment of all duties, taxes, and similar official charges assessed on the original importation of the goods into the destination country.

C. Notwithstanding Paragraphs A and B, in event that already-imported goods are subsequently found to be defective at any time during the Contract Term, the costs of duties, taxes and similar official import charges on replacement goods, whether supplied by Supplier or otherwise, shall be for the Supplier's account. If no replacement goods are imported, Supplier shall refund such costs associated with the original importation upon request.

**PART D: CONFIDENTIALITY, PUBLICITY, AND INTELLECTUAL PROPERTY**

**12. Confidentiality.**

A. All specifications, drawings, blueprints, samples, models, designs, data, brands, logos, nomenclature, and other information and tangible items provided by the Purchaser to the Supplier relating to the goods or services or otherwise pursuant to the Contract, whether or not separately identified or marked with any restrictive legend, shall be treated as proprietary and confidential by the Supplier, and shall be used only for the proper performance of the Contract. Without the Purchaser's approval, the Supplier shall not, in any manner (whether orally, electronically, or in writing), do any of the following with respect to the matter referred to in the previous sentence: advertise, disclose, or release for publication or any other purpose, to any other person.

B. Unless otherwise agreed between the Parties by exchange of letters in a specific case, Purchaser shall have the right to use, for any purpose, unpatented information concerning Supplier's products, manufacturing

methods, performance, or processes, which the Supplier may disclose to Purchaser, or Purchaser may obtain, as a result of sampling, testing, pre-shipment verification, or in any other manner, during the Contract Term.

**13. Publicity.**

Without the Purchaser's approval, the Supplier shall not, in any manner (whether orally, electronically, or in writing), advertise, disclose, publish, or release for publication any statement or other information mentioning that the Purchaser has ordered, or the Supplier has furnished or agreed to furnish to Purchaser the goods or services required by this Contract.

**14. Intellectual Property.**

All intellectual property (including, without limitation, trademarks, service marks, copyrights, trade secrets, trade dress, logos, and other rights) relating to any aspect(s) of the goods or services or their marketing or to any other matter based thereon that may be used during the Contract Term, shall at all times during such Contract Term, and thereafter, be and remain the sole property of Purchaser.

**PART E: PERFORMANCE**

**15. Liquidated Damages for Late Delivery.**

A. Time is of the essence in performing this Contract. Failure by the Supplier to deliver the full quantity and quality required by the Contract on time, will, because of the urgency of the Purchaser's need for the items, as well as the importance of the activity as part of a critical health-related overseas development program, cause serious and substantial damage to the Purchaser. The amount of the damage is, however, difficult to estimate with precision at the time the Contract is executed. The Supplier acknowledges the need for timeliness, the difficulty of ascertaining the exact amount of untimeliness damages at the time the Contract is executed, and the fact that the sum stipulated in this Article is a reasonable forecast of probable actual loss and not a penalty.

B. Accordingly, both Parties agree that, except with respect to periods in which force majeure legitimately applies pursuant to Article 23, below, the Purchaser may assess liquidated damages in the event that the Supplier fails to deliver the goods and services in compliance with the deadlines specified in Article 18 above.

C. The amount of liquidated damages for each shipment shall be set at one (1) per cent of the total value of the affected shipment per week, including, but not limited to amended dates for replacement lots, or pro rata thereof, not to exceed a total of ten (10) per cent of the Total Price. In addition and without prejudice to any other remedy the Purchaser may have by law or Contract, and the exercise or non-exercise of any such remedy at any prior point, once the maximum is reached, the Purchaser may consider terminating the Contract for default without further liability (in which event the Purchaser may retain or collect, as applicable, the liquidated damages).

D. Liquidated damages may be deducted by the Purchaser from any payments or other amounts (whether or not relating to the Contract) due to the Supplier whenever feasible. To the extent that deduction is not feasible, Supplier agrees to refund the amount determined in accordance with this Article promptly upon demand.

**16. Force Majeure.**

A. If the Supplier fails to perform any of its obligations under this Contract due to a force majeure event, the Supplier shall, to such extent, not be liable to the Purchaser for any excess costs directly arising from such failure to perform, and the availability for delivery schedule shall be deemed extended by the duration of that

event, provided that the Supplier notifies the Purchaser in writing, within ten (10) days after the beginning of the force majeure event, of the failure(s) and the cause(s) thereof. The term “force majeure event” Is defined as a cause, not in existence on the Effective Date of the Contract that is beyond the control and without the fault or negligence of the Supplier, of a type whose occurrence was not reasonably foreseeable at the time the Contract was executed. Examples of force majeure events include, without limitation, the sovereign acts of governments, fires, floods, epidemics, revolutions, quarantine restrictions, freight embargoes, or prolonged unusually severe weather conditions. A delay by an approved assignee or subcontractor shall not constitute a force majeure event, unless the cause of the delay, if it had occurred directly to the Supplier, would have qualified as such an event.

B. Notwithstanding the occurrence of a force majeure event, the Supplier, unless otherwise directed by the Purchaser in writing, shall continue to perform its obligations under this Contract to the maximum extent practicable. In addition, the Supplier shall seek, at no additional cost, all reasonable alternative means of performance not precluded by the force majeure event.

C. The occurrence or continuation of a force majeure event shall not, by itself, entitle the Supplier to any increase in the prices stated in this Contract.

**17. Warranty.**

A. Supplier warrants that the goods or services supplied under the Contract are, as applicable, of fresh manufacture, with no defect in design, materials or workmanship or from any act or omission of Supplier that may develop under correct use of the products in the conditions prevailing in the country of destination at any time during the Shelf Life thereof. In addition, Supplier warrants that the goods or services fully comply with all Contract requirements and are merchantable as such.

B. The duration of the above warranties shall be from **<insert warranty period>**.

C. Purchaser shall file all warranty claims in writing. In the event of a warranty claim, Purchaser shall have the unilateral option of either (1) requiring Supplier to replace the goods or services at no additional cost in accordance with an expeditious, mutually agreeable replacement schedule, or (2) revoking acceptance, rejecting the goods and services, and deducting or requiring refund of the price together with reimbursement of costs incurred by Purchaser as a direct result of the breach of warranty. If Supplier fails to take the actions required by the chosen option promptly, Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and in addition and without prejudice to any other rights or remedies Purchaser may have by Contract or under applicable laws.

D. In the event that any of the goods or services are recalled, Supplier shall notify Purchaser within fourteen (14) days, providing full details of the affected lots and the reason for the recall. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at Supplier's expense, carry out the recall.

**18. Notice of Conditions Interfering with Performance; Notice of Changes in Ownership.**

A. The Supplier shall promptly notify the Purchaser in writing of the occurrence and potential effects of any condition(s) which interfere with, or which it is reasonable to believe will or may interfere with, complete and timely performance of this Contract (including, but not limited to, problems not previously foreseen, actual or threatened Supplier or subcontractor insolvency or other default). The notice shall also describe the steps that are being taken and will be taken to correct or mitigate any such condition(s).

B. The Supplier shall notify the Purchaser in advance in writing of any potential substantial change of its ownership during the Contract Term.



**19. Compliance with Laws.**

A. In performing each and all of its obligations under this Contract, the Supplier shall ensure that it fully complies with all applicable laws (including, without limitation, all statutes, decrees, ordinances, administrative orders, rules, regulations, and other directives, policies, and instructions with mandatory legal effect), and shall be solely responsible for all costs, risks and delays resulting from doing so or the failure to do so.

B. **Terrorism.** (1) As a condition of entering into the referenced agreement, Supplier hereby certifies that it has not provided and will not provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity, including but not limited to the individuals and entities listed in the Annex to Executive Order 13224 and other such individuals and entities that may be later designated by the United States under any of the following authorities: § 219 of the Immigration and Nationality Act, as amended (8 U.S.C. § 1189), the International Emergency Economic Powers Act (50 U.S.C. § 1701 et seq.), the National Emergencies Act (50 U.S.C. § 1601 et seq.), or § 212(a)(3)(B) of the Immigration and Nationality Act, as amended by the USA Patriot Act of 2001, Pub. L. 107- 56 (October 26, 2001) (8 U.S.C. §1182). Supplier further certifies that it will not provide material support or resources to any individual or entity that it knows, or has reason to know, is acting as an agent for any individual or entity that advocates, plans, sponsors, engages in, or has engaged in, terrorist activity, or that has been so designated, or will immediately cease such support if an entity is so designated after the date of the referenced agreement.

(2) For purposes of this certification, "material support and resources" includes currency or other financial securities, financial services, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

(3) For purposes of this certification, "engage in terrorist activity" shall have the same meaning as in section 212(a)(3)(B)(iv) of the Immigration and Nationality Act, as amended (8 U.S.C. § 1182(a)(3)(B)(iv)). For purposes of this certification, "entity" means a partnership, association, corporation, or other organization, group, or subgroup.

(4) This certification is an express term and condition of the Contract and any violation of it shall be grounds for unilateral termination of the agreement by Purchaser and/ or donor prior to the end of its term.

**20. Assignment and Subcontracting.**

The Supplier may not assign or subcontract, in whole or in part, any of the following, except with the approval of the Purchaser: (1) any obligation of Supplier to perform under this Contract (including, without limitation, production of goods or services, and packaging), (2) any right of Supplier to receive payment under the Contract, and (3) any claim by Supplier against Purchaser in connection with this Contract and the facts and circumstances surrounding its making and performance. Whether or not approval is provided, the Supplier shall remain fully responsible to Purchaser for fulfillment of the entire Contract, including but not limited to the assigned or subcontracted obligations.

**21. Limitation on Damages.**

In the event that a claim for damages, or the right to any other form of relief, based on contract, indemnity, negligence, or otherwise, should arise, the claiming Party shall take all necessary measures to mitigate the damages or loss, to the extent that this can be accomplished without unreasonable cost or inconvenience. Such claims and relief shall not include exemplary or consequential damages.

## **22. Indemnification**

Supplier shall indemnify and hold harmless the Purchaser for (i) any third party product liability claim against the goods or services; (ii) any defects in the goods or services; or (iii) any non-compliance by Supplier with any technical requirements applicable to the goods or services.

## **PART F: GENERAL PROVISIONS**

## **23. Consultation.**

The Parties shall exert their best efforts, in good faith, to consult together to resolve all issues that may arise in connection with this Contract, its formation, or the surrounding facts and circumstances, in an equitable and mutually satisfactory manner. An issue that cannot be resolved in this way shall be treated as a disagreement under Article 31 below (a “Disagreement”).

## **24. Disagreements and Disputes.**

A. In the event of a Disagreement arising under or relating to this Contract, its formation, or the surrounding facts and circumstances, either Party (the “Initiating Party”) may submit to the other Party (the “Receiving Party”) a written statement, specifically designated as a Notice of Disagreement, briefly describing the nature of the problem, the position of the Initiating Party regarding the problem, a narrative of the material facts and arguments in favor of the Initiating Party’s position, and a statement of the actions or other relief requested.

B. Within thirty (30) days after receipt of a Notice of Disagreement, the Receiving Party shall issue a written decision (a “Decision”), designated as such, with supporting findings and reasons, and promptly communicate the same to the Initiating Party.

C. Within ninety (90) days after the issuance of a Decision, either Party may deem the Disagreement to be a dispute (a “Dispute”) and refer it to arbitration. All Disputes arising under or relating to this Contract, its formation, or the surrounding facts and circumstances, -- regardless of their legal nature, category, or amount -- shall be finally settled under the international arbitration rules International Centre for Dispute Resolution (ICDR), as then in effect, by one or more arbitrators appointed in accordance with the said rules and the provisions of this Article.

D. In any ICDR arbitration, the Parties agree as follows: (1) each Party shall bear its own costs, and the ICDR’s costs and fees shall be assessed as the arbitrator deems appropriate; (2) the place of arbitration shall be the Supplier’s Country, or any other location on which the Parties may subsequently agree; (3) the language of all proceedings, communications, and the award, shall be English; (4) the Parties shall mutually agree on a single arbitrator (failing which, either Party may request the ICDR to make a designation); (5) unless otherwise agreed in writing by the Purchaser, the arbitrator shall decide the case solely upon submission of written documentation and statements, examining such materials and resolving the matter by issuance of a written decision which may include a monetary award (but not a penalty, however described), as appropriate.

E. The procedures of this Article shall be the sole and exclusive method for resolution of all Disagreements and Disputes in connection with this Contract, its formation, and the facts and circumstances surrounding its making and performance. Supplier specifically represents and warrants that an arbitration award issued pursuant to this Article will be enforceable under the laws of Supplier’s Country. Any such award shall be final and binding on the Parties. Judgment may be entered upon the award in a court of competent jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order for

enforcement.

F. Notwithstanding the existence of a Disagreement or Dispute under this Article 31, or of an issue pursuant to Article 29, the Supplier shall, unless otherwise mutually agreed by the Parties, continue to perform its obligations under the Contract.

G. If a judicial proceeding is brought (1) to resolve a Dispute subject to arbitration hereunder, or (2) to challenge the validity of an award rendered hereunder, each defendant in that proceeding, if it prevails, shall receive its costs, fees and reasonable attorneys' fees, including costs and fees on appeal. If a Party fails to comply with an award rendered hereunder, and the other Party is forced to seek enforcement of the award in court, each plaintiff in that proceeding, if it prevails, will be entitled to receive its costs, fees and reasonable attorneys' fees, including costs and fees on appeal.

**25. Governing Language and Law.**

A. The governing language of this Contract shall be **<English language>**, and all notices and other communications relating or pursuant to the provisions of the Contract (including, without limitation, those in connection with issues, Disagreements and Disputes) shall be in the above-stated language.

B. This Contract, its formation, and the facts and circumstances surrounding its making and performance, shall be interpreted in accordance with the following, listed in order of precedence: (1) the express terms and conditions of the Contract, and (2) the laws in effect in Washington, the District of Columbia, in the United States.

**26. Probity; Avoidance of Corrupt and Fraudulent Practices.**

In executing this Contract and in performing its obligations pursuant to the Contract, the Supplier agrees that it has not engaged and will not engage in any corrupt practice (including, without limitation, the offering, giving, receiving, or soliciting of anything of value to influence the action of any public official, the Observer or any officer or employee of the Purchaser or any independent third party performing functions relating to the Contract, including but not limited to sampling or inspection contractors, testing laboratories, or Observers) or fraudulent practice (including, without limitation, misrepresentation of facts in order to influence a procurement process or the execution or administration of the Contract, to the actual or potential detriment of the Purchaser or the indenter).

A. Neither the Supplier nor any of the Supplier's officers, employees, agents or subcontractors shall engage in any personal, business or professional activity which conflicts or could conflict with any of the Supplier's obligations under the Contract.

B. Without prejudice to any other provisions in the agreement the Supplier shall notify Population Services International immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

C. The Supplier shall ensure that its officers, employees, agents and subcontractors comply with the provisions of this clause.

D. Should the Supplier have any concerns related to fraud, waste, abuse or corruption under this Contract; either with their employees or anyone working for, or affiliated with PSI, the Supplier should report allegations and concerns through PSI's whistleblower hotline as detailed below:

NAME: Onetrust Whistleblower Hotline

URL : [onetrust.psi.org](http://onetrust.psi.org)

US PHONE NUMBER: 800-461-9330

**27. Purchaser's Disposition Rights.**

Vis-a-vis the Supplier, the Purchaser shall have the right, in its sole discretion, to dispose of the goods purchased pursuant to this Contract in any lawful manner (including, without limitation, donation, use, resale, or re-export, whether within or outside the destination country). Such disposition shall not require the approval or consent of the Supplier, nor shall it be deemed to give rise to any claim by the Supplier against the Purchaser, of whatsoever nature.

**28. Severability.**

Should any provision of this Contract, or its application to any Party or circumstance, hereafter be determined to contravene any applicable law or public policy, or otherwise be restricted, prohibited, or unenforceable, such provision shall, as to such jurisdiction, be ineffective, but only to the extent of such contravention, restriction, prohibition or unenforceability. The remaining provisions hereof shall continue and remain in full force and effect and be construed to implement the intent of the Parties expressed herein to the maximum extent practicable.

**29. Changes and Amendments.**

A. Change Orders.

(1) The Purchaser may, at any time and from time to time, without notice to any issuer of Performance Securities, unilaterally issue a written Change Order, specifically identified as such, making changes within the general scope of the Contract (including, without limitation, changes in specifications or standards; method of packing or shipment; or place, method, frequency or other aspects of sampling or testing). Change Orders issued in accordance with this Paragraph A shall be binding upon the Purchaser. Changes may not be requested verbally; no change will be deemed to have been requested by the Purchaser unless it is covered by a written Change Order from the Purchaser.

(2) If any Change Order causes a substantial increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Contract, whether changed or not by such Change Order, an equitable adjustment shall be made in the Total Price or delivery schedule, or both, and an Amendment shall be issued to effect the adjustment. Any claim by the Supplier for adjustment under this Paragraph A must be asserted within thirty (30) days from the date of receipt of the Change Order by the Supplier. A Disagreement or Dispute over the amount of the adjustment is to be resolved pursuant to "Disagreements and Disputes" of this Contract failing which such claim shall be deemed irrevocably waived. Notwithstanding the existence or continuation of any such Disagreement or Dispute, the Supplier is required to perform the work as changed.

B. Amendments. Except as provided in Paragraph A above, the terms and conditions of this Contract may only be modified by a written agreement executed by both Parties (an "Amendment").

**30. Notices.**

A. Any notice given by either Party to this Contract shall be in writing and sent from the following addresses (or such other addresses as a Party may designate for itself in writing from time to time):

1. To the Supplier:

<insert Supplier's name>  
<insert Supplier's complete address>  
Tel. <insert>  
Fax. <insert>  
E-mail. <insert>  
Attention: <insert>

2. To the Purchaser:

<insert PSI network member/affiliate>  
<insert complete physical address>  
Tel. <insert>  
Fax. <insert>  
E-mail. <insert>  
Attention: <insert>

B. Notices shall be effective when received, or on the effective date of a received notice, whichever is later.

**31. Successors and Assigns.**

This Contract shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and approved assigns of the Parties hereto.

**32. Termination and Suspension.**

A. Termination for Default. (1) In addition and without prejudice to any other remedies available to the Purchaser by law or by this Contract, the Purchaser may terminate the Contract at any time, or from time to time, in whole or in part, by written notice effective on the later of the date of the notice or the effective date specified in the notice, if any one or more of the following should occur:

(I) Supplier becomes insolvent or makes a general assignment for the benefit of creditors;

(II) a petition under any bankruptcy act or similar statute is filed by or against Supplier;

(III) Supplier fails to deliver the goods or services within the time specified in this Contract;

(IV) Supplier fails to perform an obligation under any provision of this Contract, or so fails to make progress as to substantially endanger performance of this Contract in accordance with this terms, *provided that*, Supplier fails to remedy any such condition within twenty (20) days from the receipt of a written notice from Purchaser concerning the existence of the failure; or

(V) Supplier's financial condition becomes such as to endanger completion of performance (subject to the same proviso as Subparagraph (IV) above).

(2) In the event that the Purchaser terminates the Contract for default, in whole or in part, as provided in this Paragraph A, Purchaser may procure, upon such terms and in such manner as Purchaser deems appropriate and reasonable under the circumstances, goods and services similar to those covered by the terminated portion of the Contract, and may recover from the Supplier, by offset or otherwise, any excess costs.

(3) Notwithstanding any termination for default, Supplier shall continue to perform the unterminated

portion of the Contract, if any.

(4) After receipt of a notice of termination for default, Supplier shall promptly transfer title and deliver to Purchaser all finished goods or services, as well as all tools, foils, dies, forms, designs, intellectual property, information, and data, as Purchaser shall reasonably direct. Purchaser shall have no obligation to Supplier regarding any other items or materials.

(5) If, after termination has been effected pursuant to this Paragraph A, it is determined that the Supplier was not in fact in default, the rights and obligations of the Parties shall be the same as if the termination had been properly issued under Paragraph B, below.

B. Termination for Convenience.

(1) Purchaser shall have the unilateral right, at any time and from time to time, to terminate for convenience (regardless of whether the Supplier is in breach of any obligation under this Contract), effective on the later of the date of the notice or the effective date stated in the notice, all or any portion of the Contract, by the issuance of written notice to the Supplier. Upon receipt of the notice, Supplier shall immediately discontinue performance and shall comply with Purchaser's instructions concerning disposition of completed and partially completed items, work in progress, tools, dies, forms, designs, intellectual property, information, and data.

(2) In the event of such a termination for convenience, Supplier shall be paid an amount in settlement to be mutually agreed upon by the Parties, which shall cover the Supplier's reasonable direct costs of performance incurred prior to termination in connection with the work for which the Contract is terminated, plus a reasonable profit based upon such costs (however, if it appears that Supplier would have sustained a loss on the terminated portion of the Contract had it been completed, no profit shall be paid), *provided that*, in no event shall the total payment exceed the applicable Total Price for the affected undelivered quantities.

(3) Termination for convenience shall not affect Purchaser's obligations with respect to items delivered prior to such termination.

C. Within thirty (30) days of receipt of a notice of termination for either default or convenience, Supplier shall advise Purchaser in writing of any claim Supplier may have for termination costs. Failure to provide this notice in a timely and complete manner shall be conclusively deemed a waiver of claim.

D. Suspension (Multiple Shipments). In cases in which multiple shipments have been authorized, if, in Purchaser's sole discretion, serious quality problems are encountered with one or more shipments, Purchaser shall have the unilateral option, in lieu of or in addition without prejudice to other remedial action permitted by the Contract and applicable law, to issue a written instruction, effective on the date of the notice, to Supplier suspending further performance of the Contract (including, without limitation, further manufacture, packaging, or shipment) in whole or in part until Supplier has satisfied Purchaser that the aforementioned problems have been or will timely be corrected and Purchaser has confirmed such satisfaction by written notice to Supplier. Whether or not this option is exercised, Purchaser shall have the right to invoke any of the termination provisions of this Article as appropriate. If termination is not invoked, and the problems are corrected and further performance is authorized by Purchaser, Purchaser shall consider extending the time available for performance if and to the extent a force majeure event is involved or as otherwise deemed appropriate in Purchaser's reasonable discretion. In no event (unless otherwise specifically authorized by Purchaser) shall the Supplier be entitled to additional compensation or a claim on any basis whatsoever as a result of a suspension pursuant to this Article.

33. Waiver.

Failure of either Party, or both Parties, to invoke or enforce any of the terms and conditions of this Contract shall not be deemed a waiver, modification or Amendment thereof, or a waiver, modification or Amendment of any prior or subsequent breach.

**34. Other Remedies.**

At any time, or from time to time, Purchaser may deduct, from any payment due to Supplier under this Contract, all or part of any amount, whether in connection with this or any other agreement, that Purchaser determines to be owed to it by the Supplier. However, Purchaser will use this authority cautiously and fairly, providing advance written notice and opportunity to comment when it deems practicable in its sole discretion (if prior notice and opportunity is not deemed practicable, Purchaser will give notice subsequently), and will do so only after first considering other available collection options.

**35. Services Liability.**

Supplier shall hold Purchaser harmless from all Services Liability that may arise in connection with any Services supplied under this agreement.

**43. Self-Certification.**

A. In accepting this Purchase Order (Supplier) certifies that:

1. It has not provided and will not provide material support or resources to any individual or entity that it knows or has reason to know is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity, including but not limited to the individuals and entities listed in the Annex to United States Government Executive Order 13224.
2. It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency as outlined in United States Government Executive Order 12549 and United States Government 13 CFR 145.

B. Population Services International is an equal opportunity employer per United States Government Executive Order 11248.

**44. Trafficking in Persons.**

A. Prohibitions. During the term of this Agreement, Supplier shall not engage in:

1. Trafficking in persons (TIP) as defined in applicable UN Conventions;
2. Procuring commercial sex acts;
3. Using forced labor;
4. Committing any act with respect to employees (including consultants and volunteers) that supports or advances TIP including (i) confiscating identity or immigration documents; (ii) failing to provide return transportation upon request to employees recruited from another country; (iii) making false or misleading representations concerning terms or conditions of employment; (iv) charging recruitment fees to an employee; (v) using recruiters that do not comply with labor laws in the country where the recruitment takes place; (vi) if required by law or contract, failing to provide a written employment agreement or work document setting out employment conditions in a language the employee understands; or (vii) housing employees in substandard conditions.

B. Reporting. If Supplier receives any credible information concerning a violation of any of the foregoing prohibitions, it must immediately notify PSI, fully cooperate, and enable its employees to cooperate with any investigation and/or corrective action by PSI, USAID, or other U.S. Government body.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Contract.

**FOR POPULATION SERVICES INTERNATIONAL**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FOR <INSERT SUPPLIER NAME>**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE**

TECHNICAL SPECIFICATIONS AND STANDARDS  
FOR

<BUILDING RENOVATION>