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7<sup>th</sup> July 2023

**REQUEST FOR PROPOSAL (RFP)**  
**RFP Number: UNFPA/BKK/RFP/23/001**

For the establishment of a:

**LONG TERM AGREEMENT**

In regards to:

**FOR THE PROVISION OF PROFESSIONAL VIDEOGRAPHY & PHOTOGRAPHY SERVICES  
 TO UNFPA APRO, BANGKOK THAILAND**

**LETTER OF INVITATION**

Dear Sir/Madam,

1. The United Nations Population Fund (UNFPA), an international development agency, is seeking qualified Bids for the provision of *Professional Videography and Photography Services to UNFPA APRO, Bangkok Thailand*. Your company is hereby invited to submit your best Technical and Financial Bids for the requested services. Your Bid could form the basis for a Long Term Agreement (LTA) between your company and UNFPA.
2. To enable your company to submit a Bid, please read the following attached documents carefully:

Section I:	Instructions to Bidders
Section II:	Terms of Reference
Section III:	UNFPA General Conditions of Contract
Section IV:	UNFPA Special Conditions of Contract
Section V:	Supplier Qualification Requirements
Section VI:	Bid and Returnable Forms
Section VII:	Contractual Forms

3. The Bid process will be conducted through a TWO-envelope system. Interested Bidders are requested to submit their Technical Bid *separately* from their Financial Bid containing price information. Specific instructions for the submission can be found Section I – Instructions to Bidders, clause 19 Submission, Sealing and Marking of Bids.
4. Bidders are requested to carefully read Section I – Instructions to Bidders, clause 19 Submission, Sealing and Marking of Bids, where detailed instructions of the submission process are provided. It is the Bidder's responsibility to assure compliance with the submission process. If the envelopes or emails are not marked / submitted per the instructions, UNFPA will neither assume responsibility for the bid's misplacement or premature opening nor guarantee the confidentiality of the Bid process. Incorrect submissions might result in your Bid being declared invalid.

DS 05-Jul-2023



All Bids comprising of Technical and Financial parts should reach the below and corresponding addresses no later than Monday 7<sup>th</sup> August 2023 at 17:00 hours, Bangkok time<sup>1</sup>:

- a. If you choose to submit your Bid in hard copy, your Technical Bid and Financial Bid should be submitted in separate, sealed envelopes in accordance to clause 19.4 Submission of hard copy Bids, and should reach the following address:

**United Nations Population Fund Asia and Pacific Regional Office (UNFPA APRO)  
4<sup>th</sup> Floor United Nations Service Building, Rajdamnern Nok Avenue, Bangkok,  
10200 Thailand**

- b. If you choose to submit your Bid electronically, your Technical Bid and Financial Bid should be submitted in separate emails in accordance to clause 19.3 Submission of electronic Bids, should reach the email inbox of [apro-procurement@unfpa.org](mailto:apro-procurement@unfpa.org). Do not submit Bid documents to any other email address, sending the Bid to any other email address, including as a carbon copy (cc), will violate confidentiality and result in the invalidation of the Bid.
5. Bids received after the stipulated date and time will be rejected.
  6. Bidders are asked to acknowledge receipt of this RFP using the Bid Confirmation Form SECTION VI – ANNEX A: BID CONFIRMATION FORM. A completed Form should be e-mailed to: Ms. Nantiya Tipmanee, Administrative Associate, email: [tipmanee@unfpa.org](mailto:tipmanee@unfpa.org) no later than Monday 24<sup>th</sup> July 2023 at 17:00 hours, Bangkok time<sup>2</sup>; and indicate whether or not a Bid shall be submitted. Bidders that will not submit a Bid are kindly asked to indicate the reason(s) for not bidding on the Bid Confirmation Form to help UNFPA improve its future Bid exercises.
  7. Any questions relating to the Bid process and/or to the attached documents shall be sent to: Ms. Nantiya Tipmanee, Administrative Associate at email: [tipmanee@unfpa.org](mailto:tipmanee@unfpa.org).

Responses to all questions received will be handled in accordance to the instructions included in Section I - Instructions to Bidders, clause 8 Clarifications of solicitation documents. Do not submit a Bid to this contact, or your Bid will be declared invalid, as UNFPA will not be able to guarantee the confidentiality of the Bid process.

8. UNFPA posts all Bids notices, clarifications and results in the United Nations Global Marketplace; hence, we strongly encourage Bidders to register on [UNGM](https://www.ungm.org). The UNGM is the procurement portal of the United Nations system. By registering on UNGM, suppliers become part of the database that UN buyers use when searching for suppliers. The link describes the registration process: <https://www.ungm.org/Public/Pages/RegistrationProcess>

Suppliers can also access all UN Bids online and, by subscribing to the Tender Alert Service, suppliers can be automatically notified via email of all UN business opportunities that match the products and services for which they have registered. Instructions on how to subscribe to the Tender Alert Service can be found in the UNGM Interactive Guide for suppliers.

<sup>1</sup> <http://www.timeanddate.com/worldclock/city.html?n=69>

<sup>2</sup> <http://www.timeanddate.com/worldclock/city.html?n=69>



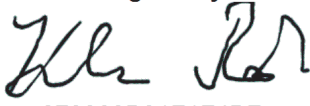
05-Jul-2023



9. UNFPA looks forward to receiving your Bid and thanks you in advance for your interest in UNFPA procurement opportunities.

10. This letter is not to be construed in any way as an offer to contract with your company/institution.

Yours sincerely,

DocuSigned by:  
  
879309B91F1F4BF...

07-Jul-2023

Mr. Klaus Beck  
Officer-in-Charge,  
UNFPA APRO

The DocuSign logo consists of a blue square with rounded corners containing the letters "ds" in a white, lowercase, sans-serif font.

05-Jul-2023



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## SECTION I: INSTRUCTIONS TO BIDDERS

### A. INTRODUCTION

#### 1. General

- 1.1. UNFPA Asia and Pacific Regional Office (APRO) wishes to enter into non-exclusive Long Term Agreements (LTAs) with qualified suppliers for the provision of Professional Videography and Photography Services to UNFPA APRO, Bangkok Thailand in support of UNFPA's Programmes located in Asia and Pacific Region.
- 1.2. As a result of this competitive Bid process, UNFPA plans to sign non-exclusive Long-Term Agreements (LTAs) with multiple supplier(s) for three (3) years. In addition to the initial term, the LTA(s) will have the option of a one-year extension, subject to satisfactory performance and price competitiveness.
- 1.3. In the event of UNFPA signing an LTA the following shall apply:
  - 1.3.1. The successful Bidder(s) shall accord the same terms and conditions to any other organization with the United Nations Systems, that wishes to avail itself of such terms, after written consent from UNFPA's Asia and Pacific Regional Office (UNFPA APRO)
  - 1.3.2. The LTA template specified in SECTION VII – ANNEX A: LONG TERM AGREEMENT TEMPLATE, shall be used.
  - 1.3.3. UNFPA will not be committed to purchase any minimum quantity of the goods/services, and purchases will be made only if and when there is an actual requirement. UNFPA shall not be liable for any costs in the event that no purchase is made under any resulting LTA. All reductions in market prices provided by the supplier will be passed on in full to UNFPA.
  - 1.3.4. The successful Bidder(s) shall have the right to review their prices every 12 months from commencement of the LTA, and shall notify UNFPA in writing 90 days prior to the 12-month period of a proposed price decrease or increase. The successful Bidder(s) shall provide proper justification for any price increase. UNFPA shall be entitled to either accept the price decrease/increase or to cancel the LTA, and shall notify the successful Bidder(s) in writing of its decision
- 1.4. Upon the establishment of the LTA(s) with successful Bidder(s). Secondary Bidding procedures are described in Section 36.

#### 2. Eligible Bidders

- 2.1. This Bidding process is open to all legally-constituted companies that can provide the requested services and have legal capacity to perform in the country, or through an authorized representative.
- 2.2. Bidders and all parties constituting the Bidder may hold any nationality.
- 2.3. Bidders must not have a conflict of interest in order to be considered eligible. Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:



- 2.3.1. Are, or have been associated in the past, with a company or any of its affiliates that have been engaged by UNFPA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods and/or services to be purchased under this Bid.
- 2.3.2. Submit more than one Bid in this Bidding process, except for alternative Bids accepted under instructions to Bidders clause 18 is not permitted. However, this does not limit the participation of subcontractors in more than one Bid.
- 2.3.3. Any Bidder that is uncertain as to whether the situation it is in constitutes a conflict of interest must disclose the situation to UNFPA and seek UNFPA's guidance.
- 2.3.4. The following information must be disclosed in the Bid:
- 2.3.4.1. Bidding entities whose owners, part-owners, officers, directors, controlling shareholders, or key personnel are immediate family of UNFPA staff involved in procurement functions and/or of any government official of the beneficiary country and/or of any Implementing Partner (IP) receiving the goods and/or services under this RFP; and
- 2.3.4.2. Any other situation that could potentially lead to actual or perceived conflict of interest, collusion, or unfair competition practices.
- 2.3.4.3. Failure to disclose the information above may result in rejection or disqualification of the Bid or of the award resulting of the Bid process.
- 2.4.** Bidders under declaration of ineligibility by UNFPA in accordance with clause 2 at the time of contract award will be disqualified. Bidders are not eligible to submit a Bid if at the time of Bid submission they are:
- 2.4.1. Listed as suspended or removed by the United Nations Procurement Division (UNPD);
- 2.4.2. Declared ineligible by other organizations of the United Nations through the disclosure of the ineligibility or listing as suspended on [United Nations Global Marketplace \(UNGM\)](#) as a result of having committed fraudulent activities;
- 2.4.3. Included on the [UN 1267 list](#) issued by the Security Council resolution 1267 that establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;
- 2.4.4. Debarred by the World Bank Group in accordance with the [WB Listing of Ineligible Firms & Individuals](#) and the [WB Corporate Procurement Listing of Non-Responsible Vendors](#).
- 2.5.** All Bidders must adhere to the UN Supplier Code of Conduct, which may be found by clicking on [UN Supplier Code of Conduct](#).
- 2.6.** Accordingly, any company that is found to have undertaken unethical, unprofessional, or fraudulent activities, as defined in clause 4, will be temporarily suspended or permanently debarred from business relations with UNFPA.



### 3. Cost of Bid

3.1. Bidder will bear all costs associated with the preparation and submission of the Bid(s), and the procuring UN entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bid.

### 4. Fraud and Corruption

4.1. UNFPA's Policy regarding fraud and corruption is available by clicking on [Fraud Policy](#) and applies fully to this Bid. Submission of any Bid implies that the Bidder is aware of this Policy.

4.2. UNFPA is committed to preventing, identifying, and addressing all acts of fraud against UNFPA, as well as against third parties involved in UNFPA activities. To this effect, UNFPA has developed an Anti-Fraud Policy with the aim to raise awareness of fraud risks, implement controls to prevent fraud, and establish a procedure to detect fraud and to enforce the Policy.

4.3. UNFPA requires that Bidders, suppliers, and contractors and their subcontractors observe the highest standards of ethics during the procurement and execution of UNFPA contracts.

4.4. Pursuant to this Policy, UNFPA defines the terms set forth as follows:

4.4.1. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

4.4.2. "Fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;

4.4.3. "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

4.4.4. "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

4.4.5. "Obstructive practice" means acts intended to materially impede the exercise of UNFPA's contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNFPA investigation into allegations of fraud and corruption.

4.4.6. "Unethical practice" means conduct or behavior that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority and harassment.

4.5. UNFPA will reject to award a contract if it determines that a Bidder recommended for award has engaged in corrupt, fraudulent, collusive, coercive, obstructive or unethical practices while competing for the contract in question;

4.6. UNFPA will declare a supplier ineligible, either indefinitely or for a stated period of time, to be awarded a UNFPA contract/agreement if at any time it determines that the supplier has engaged in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices while competing for, or in executing, a UNFPA contract/agreement.

4.7. Any supplier participating in UNFPA's procurement activities must provide all required documents, records, and other elements to UNFPA personnel upon first request to facilitate any investigation of allegations of misconduct by either suppliers or any other





party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the supplier from the UNFPA supplier roster and may lead to suspension following review by UNFPA.

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

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

## 5. Zero Tolerance

**5.1.** UNFPA has adopted a zero tolerance policy on gifts and hospitality. Bidders are therefore requested not to send gifts or offer hospitality to UNFPA personnel. If interested on reading further on this policy, please select [Zero Tolerance Policy](#).

## 6. Disclaimer

**6.1.** Should any of the links malfunction or are inaccessible for any reason in this Request for Proposal or any of its Annexes, suppliers can contact the Procurement Official referenced below in clause 8 and request for them to share a PDF version of such document(s).

## B. SOLICITATION DOCUMENTS

### 7. UNFPA Bidding document (5)

**7.1.** This RFP document is posted on [United Nations Global Marketplace \(UNGM\)](#).

**7.2.** Bidding documents consists of the following:

Section I:	Instructions to Bidders
Section II:	Terms of Reference
Annex A:	Instructions for Preparing Technical Bid
Section III:	UNFPA General Conditions of Contract
Section IV:	UNFPA Special Conditions of Contract
Section V:	Supplier Qualification Requirements
Section VI:	Bid and Returnable Forms
Annex A:	Bid Confirmation Form
Annex B:	Bid Submission Form
Annex C:	Bidder Identification Form
Annex D:	Bidder's Previous Experience
Annex E:	Price Schedule Form
Annex G:	Checklist of Bid Forms
Section VII:	Contractual Forms
Annex A:	Template of Proposed LongTerm Agreement



- 7.3. Bidders are expected to examine all instructions, forms, Terms of Reference, terms and conditions contained within this Bid document. Failure to comply with these documents shall be at the Bidder's risk and may affect the evaluation of the Bid or result in the rejection of the Bid.
- 7.4. Bidders are cautioned to read Section II – Terms of Reference, as there may be special requirements. The requirements presented herein are not to be construed as defining a particular service provider's service. Bidders are encouraged to advise UNFPA if they disagree.
- 7.5. The requirements included in this document are the minimum requirements of the services solicited. Services offered in the Bid must meet or exceed all requirements herein.

## 8. Clarifications of Bidding documents (6)

- 8.1. Bidders requiring clarification to the Bid process and/or to the Bid documents may be addressed in writing to: Ms. Nantiya Tipmanee, Administrative Associate, UNFPA APRO, email: [tipmanee@unfpa.org](mailto:tipmanee@unfpa.org)  
Bidders should **NOT** submit any Bid to this contact or your Bid will be declared invalid, as UNFPA will not be able to guarantee the confidentiality of the Bidding process.  
Bidders may request clarifications no later than **Monday 24<sup>th</sup> July 2023023 at 17:00 hours, Bangkok time**<sup>3</sup>.
- 8.2. UNFPA will respond in writing to any requests for clarification received prior to the deadline and will circulate the answers (including an explanation of the requests without identifying the sources) to all prospective Bidders that have received the Bid documents. A copy of the questions and UNFPA's answers will also be posted on UNGM ([www.ungm.org](http://www.ungm.org)).
- 8.3. UNFPA will respond to requests for clarifications as soon as possible. However, delays in UNFPA's response will not oblige UNFPA to extend the Bid submission deadline. UNFPA may extend the deadline in specific cases UNFPA deems justified and necessary.

## 9. Amendments to Bidding documents

- 9.1. At any time prior to the Bid submission deadline, 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 issuing an amendment.
- 9.2. UNFPA shall post all amendments under the original notice on UNGM. All prospective Bidders that have received the Bidding documents shall periodically check if amendments have been posted to the bidding documents on UNGM.
- 9.3. To give prospective Bidders reasonable time to take the amendments into account, UNFPA may, at its discretion, extend the Bid submission deadline.

## C. PREPARATION OF BIDS

### 10. Language of the Bid

- 10.1. Bid documents and all related correspondence will be written in English.

<sup>3</sup> <http://www.timeanddate.com/worldclock/city.html?n=69>



**10.2.** Any printed literature furnished by a prospective Bidder written in a language other than the language indicated must be accompanied by a translation in the preferred language indicated above. For the purpose of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language indicated above shall govern. The sole responsibility for translation and the accuracy thereof shall rest with the Bidder.

#### **11. Bid currency and prices (7)**

**11.1.** All prices shall be in US dollars (USD) or any other convertible currency.

**11.2.** The Bidder shall indicate on the Price Schedule Form in accordance to SECTION VI – ANNEX E: PRICE SCHEDULE FORM the unit of measure, the unit price and total Bid price of the goods and/or services (where applicable) it proposes to supply under the LTA.

#### **12. Conversion to single currency**

**12.1.** To facilitate evaluation and comparison, the procurement official will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable to USD at the [UN Operational Rate of Exchange \(UNORE\)](#) on the last day for submission of Bids.

#### **13. Most favored pricing**

**13.1.** By submitting a Bid, the Bidder certifies that the same services have not been offered to other customers under similar circumstances at a lower cost. Should a Bidder be found to have done so, it must offer the lower cost to UNFPA.

#### **14. Validity of Bids (8)**

**14.1.** Bids must remain valid for **120 calendar days** after the Bid submission deadline. UNFPA will consider Bids with shorter validity as not substantially responsive and reject them. Under special circumstances, UNFPA may request Bidders to extend the validity of their Bids. Requests for validity extension will be made in writing.

### **D. SUBMISSION OF BIDS**

#### **15. Documents establishing eligibility and conformity to Bid documents**

**15.1.** Evidence of conformity of the goods/services to the Bidding documents may include the following documentation as described in clauses 16 Technical Bid and 17 Financial Bid, to be completed and returned in hard copies or in electronic format depending on the submission approach selected.

**15.2.** Submission of a Bid that 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. All required documents returned with the Technical Bid should be submitted in PDF version. The Financial Bid should be submitted both in PDF version and Excel version.

#### **16. Technical Bid**

**16.1.** Documents establishing the eligibility of the Technical Bid:



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- 16.1.1. Completed and signed Bid Submission Form; SECTION VI – ANNEX B: BID SUBMISSION FORM, in PDF format. Note: if the bid submission form is not submitted or not signed, and provided the bidder has not indicated they do not accept any of the conditions required in this form, UNFPA shall consider that the bidder has accepted all such conditions. For the sake of good order, at the time of bid evaluation UNFPA will request the bidder to provide the signed Bid Submission Form.
- 16.1.2. Completed Bidder Identification Form; SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM in PDF format.
- 16.1.3. Completed Bidder's Previous Experience; SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE in PDF format.
- 16.1.4. Technical Bid, including documentation to demonstrate that the Bidder meets all requirements. The Technical Bid should be presented concisely and structured to include but not necessarily be limited to the information listed in SECTION II – ANNEX A: INSTRUCTIONS FOR PREPARING TECHNICAL BID in PDF format
- 16.1.5. Supporting documents/information per the Supplier Qualification Requirements



## SECTION V: SUPPLIER QUALIFICATION REQUIREMENT

16.1.6. Copy of last three (3) years of audited financial statements.

### 17. Financial Bid

**17.1.** Bidders must complete the Price Schedule Form in accordance to SECTION VI – ANNEX E: PRICE SCHEDULE FORM – both in PDF format (signed version) and excel format. The separate Financial Bid must contain a quotation in a single currency, itemizing all services to be provided.

**17.2.** Please consider the following information when completing the Price Schedule Form:

17.2.1. The Price Schedule Form must provide a detailed cost breakdown, as shown in SECTION VI – ANNEX E: PRICE SCHEDULE FORM. Bidders are required to provide separate figures for each of the steps for each item.

17.2.2. 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 broken down into itemized prices.

17.2.3. All prices/rates Bid must be exclusive of all taxes, since UNFPA is exempt from taxes. The applicable unit of measure should be clearly indicated.

17.2.4. Submit this Financial Bid in a separate envelope/email from the rest of the Technical Bid.

### 18. Partial & Alternative Bids

**18.1.** Partial Bids are **not allowed** under this RFP. UNFPA reserves the right to select and accept a part or parts of any Bid.

**18.2.** Alternative bids are **not accepted**. In the event of a supplier submitting more than one bid, the following shall apply:

18.2.1. All bids marked alternative bids will be rejected and only the base bid will be evaluated.

18.2.2. All bids will be rejected if no indication is provided as to which bids are alternative bids.

### 19. Submission, sealing, and marking of Bids (10)

**19.1.** The Bid process shall be conducted through a TWO-envelope system. Interested Bidders are requested to submit their Technical Bid separately from their Financial Bid containing price information.

**19.2.** UNFPA provides alternative methods of Bid submission:

19.2.1. Electronic Bids may be submitted via email in accordance with the guidelines provided in clause Submission of electronic Bids (11)19.3.

19.2.2. Hard copy Bids may be delivered personally, by mail, or by courier in accordance with the guidelines provided in clause 19.4

19.2.3. Any of the above options is acceptable and only one method is required. In accordance with UNFPA's green procurement initiative, electronic submissions are strongly encouraged.

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05-Ju1-2023



### 19.3.Submission of electronic Bids (11)

- 19.3.1. Bidders must enter the following text in the subject line: UNFPA/BKK/RFP/23/001, Company Name, and specify “Technical Bid” or “Financial Bid”. Example below:  
 UNFPA/BKK/RFP/23/001 [Company name], Technical Bid email X  
 UNFPA/BKK/RFP/23/001 [Company name], Financial Bid  
 Submissions without this text in the subject line may be rejected.
- 19.3.2. Electronic submissions must be sent only to [apro-procurement@unfpa.org](mailto:apro-procurement@unfpa.org). Bids received at [apro-procurement@unfpa.org](mailto:apro-procurement@unfpa.org) mailbox shall not be opened before the scheduled opening date. Sending the Bid to any other email address, including as a carbon copy (cc), will violate confidentiality and result in the invalidation of the Bid.
- 19.3.3. The total size of the email submission must **not exceed 25 MB**, including e-mail body, attachments, and headers.
- 19.3.4. It is recommended that the entire Bid be consolidated into as few attachments as possible, in commonly-used file formats in accordance to what has been stated in clauses 16 & 17. If the Bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. Multiple emails must be clearly identified by indicating in the subject line “email X” sequentially, and the final “email Y – final”.
- 19.3.5. It is the Bidder’s responsibility to ensure that Bids sent by email are received by the submission deadline. Bidders will receive an auto-reply acknowledging the receipt of each email when it is received by UNFPA’s email system. If you do not receive an auto-reply, inform Ms. Nantiya Tipmanee at: [tipmanee@unfpa.org](mailto:tipmanee@unfpa.org)

### 19.4.Submission of hard copy Bids (12)

- 19.4.1. Bidders must prepare one Original set of all Bid documents, In addition to the hard copy; Bidders should enclose their Bid documents in a USB or CD containing an electronic version of the Bid. In the event of a discrepancy between the electronic and the hard copy version, the hard copy document will govern. Please assure to use separate media (USB or CD) for the Technical Bid and Financial Bid.
- 19.4.2. Marking of hard copy Bids
- 19.4.2.1. The **outer envelope** must be clearly marked with:

UNITED NATIONS POPULATION FUND ASIA AND PACIFIC REGIONAL OFFICE (UNFPA APRO)  
 4<sup>th</sup> Floor United Nations Service Building, Rajdamnern Nok Avenue, Bangkok, 10200  
 Thailand.

UNFPA/BKK/RFP/23/O01, Company Name  
 Attention: Mr. Mek Junjumrern and/or Mr. Pongsak Hatheenako

**TO BE OPENED ONLY BY AUTHORIZED UNFPA PERSONNEL**  
**DO NOT OPEN BEFORE: Monday 7<sup>th</sup> August 2023 at 17:00 hours, Bangkok time**



- 19.4.2.2. The envelope must indicate the name and address of the Bidder. If the outer envelope is not sealed and marked as required, UNFPA will assume no responsibility in the event of Bid misplacement or premature opening.
- 19.4.2.3. The **inner envelopes** must be clearly marked with:

UNITED NATIONS POPULATION FUND ASIA AND PACIFIC REGIONAL OFFICE (UNFPA APRO)  
4<sup>th</sup> Floor United Nations Service Building, Rajdamnern Nok Avenue, Bangkok, 10200  
Thailand.

UNFPA/BKK/RFP/23/O01, Company Name  
Attention: Mr. Mek Junjumrern and/or Mr. Pongsak Hatheenako

**TO BE OPENED ONLY BY AUTHORIZED UNFPA PERSONNEL**

Submission 1 of 2: UNFPA/BKK/RFP/23/001 [Company name], Technical Bid  
Submission 2 of 2: UNFPA/BKK/RFP/23/001 [Company name], Financial Bid

## 20. Deadline for submission of Bid and late Bids

- 20.1. Bids must be delivered to the place, date and time specified in this RFP. If any doubt exists as to the time zone in which the Bid should be submitted, refer to <http://www.timeanddate.com/worldclock/>, or contact the Bid focal point.
- 20.2. Bids received after the submission deadline shall be declared late, rejected and the supplier informed by UNFPA accordingly. UNFPA will not be responsible for Bids that arrive late due to the courier company and any other technical issues which are not within the control of UNFPA.

## 21. Modification and withdrawal of Bids

- 21.1. Bidders are expected to have sole responsibility to examine the conformity of their Bids to the requirements of the RFP, keeping in mind that material deficiency in providing information requested by UNFPA, or lack of clarity in the description of goods or services to be provided may result negatively in the evaluation process of the Bids.
- 21.2. Bidders may modify, substitute or withdraw their Bid after submission, provided that written notice is received by UNFPA prior to the submission deadline.
- 21.3. Any proposed modification, substitution or withdrawal must be submitted in accordance to clause 19 - Submission, sealing and marking of Bids based on the approach utilized. The respective envelope or email shall be clearly marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL". Any revision to the Bid must be received by the deadline.
- 21.4. No Bid may be modified, substituted or withdrawn in the interval between the submission deadline and the expiration of the period of the Bid validity. No Bid may be modified, substituted or withdrawn after the submission deadline.

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## 22. Storage of Bids

22.1. Bids received prior to the deadline of submission and the time of opening shall remain secure and unopened until the Bid opening date stated in UNFPA's RFP.

## E. BID OPENING AND EVALUATION

### 23. Bid opening (13)

23.1. UNFPA will conduct an internal Bid opening on Tuesday 8<sup>th</sup> August 2023 at 15:00 hours, Bangkok time<sup>4</sup> at the office of The United Nations Population Fund Asia and Pacific Regional Office (UNFPA APRO), 4<sup>th</sup> Floor United Nations Service Building, Rajdamnern Nok Avenue, Bangkok, 10200 Thailand or Virtual meeting.

23.2. Bids will be opened by an ad-hoc panel consisting of at least two staff members (of which one may be from a different United Nations agency/fund/program) and where at least one individual has no involvement in the subsequent stages of the procurement process. There will be separate Bid openings for Technical and Financial Bids. The Bidders' names and submitted documents shall be announced and recorded on the Technical Bid opening report.

23.3. A Bid opening report will be available for viewing only to Bidders who have submitted a bid or their authorized representatives for a period of thirty days from the date of the opening. Information not included in the Bid opening report will not be provided to Bidders.

23.4. Once the Technical evaluation has been completed, the Financial Bids will be opened. During the Financial Bid opening, the Bidders' names and the prices stated in the Financial Bid shall be announced and recorded on the Financial Bid opening report.

23.5. No Bid shall be rejected during Bid opening, except for late Bids. Rejected Bids will be shredded except for any bank securities, which will be returned to the Bidder.

### 24. Clarification of Bids

24.1. 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 Bid shall be sought, offered or permitted. Clarification of Bids may be provided only in response to UNFPA request for clarification or request for additional information.

### 25. Preliminary examination of Bids (14)

25.1. Prior to the detailed evaluation, UNFPA shall examine the Bids to determine whether they are complete with respect to minimum documentation requirements, whether the documents are properly signed, whether any computational errors have been made and whether the Bids are generally in order.

25.2. The procurement official will determine the substantial responsiveness of each Bid to the RFP during the preliminary examination.

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<sup>4</sup> <http://www.timeanddate.com/worldclock/city.html?n=69>





**25.3.**A substantially responsive Bid conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

25.3.1. Affects in any substantial way the scope, quality, or services specified; or

25.3.2. Limits in any substantial way, inconsistent with the Bidding documents, UNFPA's rights or the Bidder's obligations under the LTA; or

25.3.3. If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

**25.4.**UNFPA considers material deviations to include, but not be limited to the following:

25.4.1. During preliminary examination of Bids

25.4.1.1. Absence of Bid form(s), change in the wording or lack of signature on key portions of the Bid form when this is clearly required. Any change in wording that is consistent with the standard format of the Bid form(s) is not a material deviation;

25.4.1.2. The Bidder indicates in the Bid that they do not accept important LTA conditions, i.e. related to Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, General Conditions of Contract and Limitation of Liability;

25.4.1.3. Non submission of non-historical documents (documents that should be specifically prepared by the Bidder in response to this RFP) by the bid submission deadline.

25.4.1.4. Non-eligibility of the Bidder;

25.4.1.5. Financial information is included in the Technical Bid.

25.4.2. During technical evaluation of Bids and qualification of Bidders:

25.4.2.1. Bids do not reach the minimum threshold on technical score.

25.4.2.2. The Bidder does not meet the minimum conditions for qualification.

25.4.3. During Financial evaluation of Bids:

25.4.3.1. The Bidder does not accept the required price correction in accordance to Section I: Instructions to Bidders, clause 26.1.3

25.4.3.2. Required price components are missing;

25.4.3.3. The Bidder offers less quantity than what is required

**25.5.**If a Bid is not substantially responsive to the Bidding documents, it shall be rejected by UNFPA and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

## **26. Non-conformities, errors, and omissions**

**26.1.**Provided that a Bid is substantially responsive:

26.1.1.UNFPA may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

26.1.2.UNFPA may request the Bidder to submit the necessary information or documentation within a reasonable period of time to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Such

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omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

26.1.3. UNFPA shall correct arithmetical errors on the following basis:

- 26.1.3.1. If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail, and the line item total shall be corrected, unless in the opinion of UNFPA there is an obvious misplacement of the decimal point in the unit price. In that case the line item total as quoted shall govern, and the unit price shall be corrected;
- 26.1.3.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

## 27. Evaluation of Bids (15)

- 27.1. The evaluation of the Bids will be carried out in a two-step process by an evaluation panel, with evaluation of the Technical Bid being completed prior to any Financial Bid being opened and compared.
- 27.2. The Financial Bid will be opened only for those Bidders, where Technical Bids reach a minimum score of **70%** and whom have fulfilled the supplier qualifications. The total number of points a Bidder may obtain for Technical and Financial Bids is 100 points.
- 27.3. Information relating to the examination, evaluation, comparison, and post-qualification of Bids and recommendation of LTA award shall not be disclosed to Bidders or any other person not officially concerned with such process until the LTA award is published.
- 27.4. Any effort by a Bidder to influence UNFPA in the examination, evaluation, comparison, and post-qualification of the Bids or LTA award decisions may result in the rejection of its Bid.
- 27.5. Notwithstanding from the time of Bid opening to the time of LTA award, if any Bidder wishes to contact UNFPA on any matter related to the Bidding process, it should do so in writing.

## 28. Technical evaluation (16)

- 28.1. The Technical Bid is evaluated on the basis of its responsiveness to the Terms of Reference shown in Section II, the Technical Bids submitted by the Bidders and the evaluation criteria published below.



Criteria	(A) Maximum Points	(B) Points attained by bidders	(C) Weight (%)	(B) X (C)= (D) Total points
<b>Company profile:</b> Experience and expertise of the company as relevant to the ToR, including experience in similar assignments and technical knowledge and capacity	100		20%	
<b>Personnel profile:</b> The qualifications of the account managers, photographers and videographers proposed by the company, including years of experience, creativity and experience in similar assignments, equipment used, etc) and English language skills of personnel	100		30%	
<b>Implementation approach:</b> The company's approach in account management and proposed approach to conducting the videography/photography assignments from start to finish which reflects understanding of both the technical, creative and logistical aspects of production	100		10%	
<b>Portfolio examples:</b> Sample portfolios of the company's as well as the proposed photographers and videographers' past work	100		40%	
<b>Grand Total for all criterion</b>	<b>400</b>		<b>100%</b>	

## 28.2.Scoring Scale System



28.2.1. The following scoring scale system will be used by the technical evaluation panel to conduct the Technical Bid evaluation objectively.

Degree to which the Terms of Reference requirements are met based on evidence included in the Bid submitted	Points out of 100
Significantly exceeds the requirements	90 – 100
Exceeds the requirements	80 – 89
Meets the requirements	70 – 79
Partially meets the requirements	1 – 69
Does not meet the requirements or no information provided to assess compliance with the requirements	0

## 29. Supplier qualification requirements (17)

29.1. The responses from the Bidders compared to SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM and SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE of this document will be evaluated based on the criteria provided below to assess the degree of Bidder qualification for the proposed LTA.

Number	Supplier Qualification Parameter	Bid is acceptable? (YES/NO)	Justification
1	Legal and regulatory requirements	UNFPA shall examine the Bid to confirm that it does not contain any material deviations, reservation, or omission related to the General Conditions of Contracts (Section III)	
2	Bidder is established as a company and legally incorporated in the country		
3	Bidder is not a banned or suspended supplier		
4	Financial stability		



5	Bidder is experienced and technically capable of delivering the LTA		
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**29.2.**Notwithstanding anything stated above, UNFPA reserves the right to assess the Bidder’s capabilities and capacity to execute the LTA satisfactorily before deciding on award.

**29.3.**Even though the Bidders may meet the above qualifying criteria, they can be subject to disqualification if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and/or have a record of poor performance such as: not properly completing contracts, inordinate delays in completion, litigation history, financial failures, etc.

**30. Financial evaluation (18)**

**30.1.**The Financial Bid will only be evaluated if the Technical Bid achieves the minimum score as indicated in clause 27.2 and is considered qualified through the supplier qualification process described in clause 29. Proposals failing to obtain this minimum technical threshold or those which will not be considered qualified through the supplier qualification process will not be eligible for further consideration.

**30.2.**The Financial Bid is evaluated on the basis of its responsiveness to the Price Schedule Form SECTION VI – ANNEX E: PRICE SCHEDULE FORM

**30.3.**The maximum number of points for the Financial Bid is 100. This maximum number of points will be allocated to the lowest price. All other Financial Bids will receive points in inverse proportion according to the following formula:

$\text{Financial Score} = \frac{\text{Lowest Bid (\$)}}{\text{Bid being Scored (\$)}} \times 100 \text{ (Maximum Score)}$
---

**31. Total score (19)**

**31.1.**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.

Total Score = 70% Technical Score + 30% Financial Score
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**F. AWARD OF LONG TERM AGREEMENT AND FINAL CONSIDERATIONS**

**32. Award of long term agreement (LTA)**

**32.1.**UNFPA intends to award multiple LTA(s) to the Bidder(s) that obtains the highest, second highest and the third highest combined score of the Technical and Financial evaluation.

**32.2.**UNFPA reserves the right to make multiple arrangements for any item(s) where, in the opinion of UNFPA, the Bid winner cannot fully meet the delivery requirements or it is

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deemed to be in UNFPA's best interest to do so. Any arrangement under this condition shall be made on the basis of the highest combined scoring Bid, the second-highest, etc.

### 33. Rejection of Bids and annulments

**33.1.** UNFPA reserves the right to reject any Bid if the Bidder has previously failed to perform properly or on time in accordance with previous contracts/Purchase Orders or if the Bidder from UNFPA's perspective is not in a position to deliver Purchase Orders that will be issued pursuant to the LTA(s).

**33.2.** UNFPA reserves the right to annul the RFP and reject all Bids at any time prior to award of the LTA without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information.

**33.3.** Bidders waive all rights to appeal against the decision made by UNFPA.

### 34. Right to vary requirements and to negotiate at time of award

**34.1.** At the time of award of the LTA and any Purchase Order(s) pursuant to the LTA UNFPA reserves the right to vary the quantity of goods and/or services specified in the RFP without any change in the hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.

**34.2.** UNFPA reserves the right to negotiate the price with the Bid winner before awarding the LTA to ensure that the Financial Bid is competitive on all aspects of the price.

**34.2.1.** The purpose of negotiations of offers selected based on the 'cumulative analysis methodology' is to ensure that the technical proposal is in line with requirements and that the financial proposal is competitive on all aspects of the price.

**34.2.2.** In the negotiations, any deficiency in the offer will be pointed out to the supplier. The supplier will be allowed to make adjustments in the proposal in order to improve and more clearly specify the contents of the offer. However, under no circumstances shall the requirements (Terms of Reference/specifications) be changed.

### 35. Signing of the long term agreement (LTA)

**35.1.** The procurement official will send the successful Bidder(s) the LTA valid for **three (3) years**, which constitutes notification of award. Successful Bidder(s) shall sign and date the LTA, and return it to UNFPA within 10 calendar days of receipt of the LTA. To facilitate the process of signing the LTA, Bidders are expected to have reviewed the LTA template found in SECTION VII – ANNEX A: LONG TERM AGREEMENT TEMPLATE of the Bidding documents prior to submitting a Bid. After receipt of any Purchase Order(s) issued pursuant to the signed LTA, the successful Bidder shall deliver the goods and/or services in accordance with the delivery schedule outlined in the Purchase Orders.

**35.2.** The LTA will be established between the successful Bidder(s) and UNFPA to allow UNFPA to contract the provision of the specified goods/services. The resultant Agreement represents an offer on the part of the successful Bidder(s) to provide UNFPA with goods/services, at the prices agreed and under the Conditions of Contract detailed for the duration of the Agreement. These Agreements will not be considered as contracts, nor



oblige UNFPA to any financial commitment whatsoever. Only Purchase Orders made pursuant to such Agreements will constitute a commitment on UNFPA's part.

**35.3.** UNFPA reserves the right to discontinue the agreements if the supplier's performance is not satisfactory to UNFPA.

**35.4.** Upon the establishment of the LTA with successful Bidder(s), the following secondary Bidding procedures will be followed each time there is a requirement for the goods and/or services (noting that UNFPA reserves the right to conduct secondary Bidding in the future through an on-line system):

35.4.1. A Request for Quotation (RFQ) will be sent to all the firms with whom an LTA has been signed for the required goods/services.

35.4.2. Bidder(s) will be required to provide their best FCA and CPT prices (for goods)/rates (for services), bearing in mind that the FCA/CPT prices (for goods)/rates (for services) cannot exceed the maximum ceiling unit prices in the LTA.

35.4.3. Bidder(s) will normally be given a maximum of two weeks to provide a quotation. Depending on the complexity of the request and the destination, more time may be given.

35.4.4. Quotations will be evaluated based on the lowest priced methodology

35.4.5. UNFPA reserves the right to either purchase CPT or FCA to nearest airport/port and to contract the freight component separately, whichever combination is in the best interest of UNFPA.

35.4.6. UNFPA reserves the right to accept all or part of the Quote.

35.4.7. The successful Bidder(s) may be requested to quote for goods and/or services not covered by the LTA; these should be clearly identified as non-LTA items in the Quote.

35.4.8. Bidder(s) invited to a secondary Bidding that systematically fail to respond regularly to UNFPA RFQs without valid justification may not continue to be invited to submit Quotes.

### **36. Publication of Contract Award**

**36.1.** UNFPA will publish the contract award on [United Nations Global Marketplace](#) with the following information: Supplier Name and Country, Description of the Goods or Services and the date of the contract.

**36.2.** Additionally, for every Purchase Order UNFPA will publish on [United Nations Global Marketplace](#), unless it is deemed to be in the interest of UNFPA no to do so: Purchase Order reference Number, Description of the Goods or Services procured, Beneficiary Country, Supplier Name and Country, Purchase order amount and the issue date of the purchase order.

### **37. Payment Provisions**

**37.1.** 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.



### **38. Bid protest**

**38.1.** Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a LTA may complain to the UNFPA Head of the Business Unit Mr. Klaus Beck, Deputy Regional Director (ad-interim), UNFPA Asia and the Pacific Regional Office in Bangkok at [beck@unfpa.org](mailto:beck@unfpa.org). Should the supplier be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the supplier may contact the Chief, Supply Chain Management Unit at [supplychain@unfpa.org](mailto:supplychain@unfpa.org).

### **39. Documents establishing sustainability efforts of the Bidder**

**39.1.** Currently UNFPA is requesting information on environmental and social policies and related documentation with Bids submitted by prospective suppliers. UNFPA is incorporating environmental and social criteria considerations into the evaluation process, such as adherence to Global Compact requirements (more information can be accessed here, <http://www.unglobalcompact.org/>, or by contacting Procurement Services Branch at [procurement@unfpa.org](mailto:procurement@unfpa.org)). UNFPA encourages suppliers to consider joining the UN Global Compact and to look into other ways to help reduce their environmental impact now.





## **SECTION II: TERMS OF REFERENCE (TOR) FOR THE PROVISION OF PROFESSIONAL VIDEOGRAPHY & PHOTOGRAPHY SERVICES TO UNFPA APRO, BANGKOK THAILAND**

### ***Background***

The United Nations Population Fund, UNFPA, is the lead UN agency for delivering a world where every pregnancy is wanted, every childbirth is safe, and every young person's potential is fulfilled. UNFPA is a catalyst for progress in the Asia-Pacific region. Working with governments and through partnerships with other United Nations agencies, civil society, parliamentarians, and the private sector, we make a genuine difference in the lives of millions of women and young people, especially the most vulnerable.

The service provider is required to provide professional videography and photography services for UNFPA Asia-Pacific Regional Office (APRO).

### ***Objective***

The objective of the provision of videography and photography services is to provide UNFPA Asia-Pacific Regional Office (APRO) with a professional video and photography production services that will enable it to communicate effectively on various issues related to our mandate, including sexual and reproductive health, gender equality, ending gender-based violence, and population & development issues, with the aim to effect lasting change towards the achievement of the Sustainable Development Goals and the ICPD (International Conference on Population and Development) Programme of Action.

### ***Outputs/deliverables***

Production of professional video and photo contents, for both broadcast and online platforms, according to professional international journalistic and production standards as well as ethical principles as per UN and UNFPA guidelines. Tasks include 1) pre-production such as location research and set-up (UNFPA will provide a detailed brief), shooting sequences and interviews, drafting a script (in English), 2) production including provision of all technical, creative and equipment requirements and, 3) post-production, including editing a completed story with graphics, subtitles, special effects as needed, and music (as well as provide a clean version for UNFPA's files). In addition, post-production skills such as subtitles, special effects are a must. The service provider will possess their own professional equipment including cameras, lighting and audio equipment and editing software.

The deliverables will be various, but may include:

- Delivery of raw footage and images showcasing UNFPA's corporate events, visits and programme as well as partnership activities;
- Delivery of edited final videos and photo stories (with captions) showcasing UNFPA's activities and programmes;
- Delivery of packaged video using stock footage and images, or by utilizing animation or motion graphics, for tutorials, training, tool-kits, presentations, etc.

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## Activities

Activities are likely to include, but not limited to:

- Produce high-quality content with broadcast-quality audio and video and photography that aligns with UNFPA's visuals and overall branding.
- The videographer and photographer must be able to document portions of events and human interest stories, including capturing B-roll footage onsite. Subjects may include speeches, panel discussion, presenters, award recipients, or testimonials, community members, service providers such as health workers, human interest stories and/or mini-documentaries. Service providers must also be able to edit and deliver both SD and HD footage in digital format.
- Edit the story, draft the script (in English), complete other post-production tasks such as special effects and subtitles to news formats, subtitling (if required and where provided by UNFPA), conversion to file formats and size, as per required by UNFPA for each assignment;
- Video and photo stories should follow formats and requirements of the news and documentary genre and international journalistic standards. For particular assignments, videos may have a specific kind of format different to a standard news story and platform (for example for social media). Typically, finished video stories will be between 30 seconds and 10 minutes long;
- Exceptional story-telling skills and ability to present technical issues creatively and compellingly;
- Ability to capture footage and photos in a fast-paced setting and under high-pressure circumstances;
- Exceptional communication skills, sensitivity to others and strong coordination skills and understanding the importance of being unobtrusive and professional at all times while on assignment;
- Collaborate closely with UNFPA Communications Unit and/or technical teams on story preparation, shooting and post-production to determine the needs of each brief in a fast-paced environment that will often require last-minute changes.
- Secure content creation release forms, model releases and obtain licenses or permits as needed.
- Have the capacity to capture, edit and deliver high-resolution digital content (videos and photos) in a timely manner, according to the production timeline agreed with the client prior to executing the job
- In some cases, the service provider may be engaged to repackage existing material, edit footage shot by others, including UNFPA staff.
- Provide proof of adequate insurance coverage spanning all work-related activities undertaken in a given contract.
- Travel as needed for events or stories across the Asia-Pacific Region.
- Edit video and images according to accessibility guidelines for persons with disabilities.

## UNFPA input

UNFPA APRO will provide location details, connections to interviewees, video and photo briefs,



inputs and information necessary to draft the scripts as well as offer expert reviewers that will provide feedback and comment before final approval of each edited video and photo story.

### **Copyright**

Copyrights of the final product and raw footage shall be the property of UNFPA. UNFPA shall provide the service partner with logos, texts, photos and any other material in an adequate format, as required by the assignment. The service provider shall not use UNFPA's logo or any other material supplied by UNFPA, for any purposes outside the scope of the assignment and contract.

### **UNFPA Guidelines**

The service provider shall accept UNFPA's rules on visual and video design, logotype usage (specifying colours, fonts, sizes, etc.) as well as editorial policies relating to protecting the rights and identity of the people recorded and documented for protection reasons.

The photographer/videographer will ensure obtaining consent in writing (or recorded, if necessary) from all persons appearing in the contents.

### **Duration:**

The Long-Term Agreement is valid for 3 years from September 2023- August 2026.

### **Location:**

Any location in Asia and the Pacific region. Service provider must be ready to travel for the assignment as necessary.

### **Supervision:**

The service provider will work closely under the supervision of the assignment client (which could be the technical teams or the communication team), with close guidance/oversight from the Communication Unit in UNFPA APRO.

## **TECHNICAL REQUIREMENTS:**

### **a) STRENGTH AND DIVERSITY OF PORTFOLIO**

In their technical proposal, the service provider must present a diverse, innovative portfolio that demonstrates required service skills in the areas listed above.

In their technical proposal, the service provider must provide a sample portfolio of previous work (1 sizzle reel) that represents a strong portfolio of video and photography work. Proposal without sample portfolios will not be considered.

### **b) COMPANY PROFILE**

In their technical proposals, the service provider shall also provide the details of its management approach to a project including the process and methodology.

#### **b.1 Company's Corporate Profile:**

- Location of offices
- Summary of corporate structure and area of specialization including company registration certificate.
- Detail Experience with accreditations.



- Number and type of employee.
- Company commitment to equality and inclusion.
- A description of who will be assigned to the team and how they will manage the project. CVs or portfolio on the staff assigned to the project must be included. Roles, responsibilities and reporting lines of all staffs as well as those expected from UNFPA.
- Ownership of software and equipment.

#### *Requirements*

- The company should provide a strong, creative portfolio showing a diverse range of skills related to videography and photography.
- The service provider should give at least three references of clients for whom the Agency has carried out work.
- The service provider should provide specific client referencing indicating names and descriptions of clients.
- Names of senior staffs of the service provider who will be involved in working with UNFPA.

#### **b.2 Profile of the production crew members (videographer/photographer/producer/editor)**

#### *Skills, experience and qualifications required as follows for each of the members*

- Minimum five years of advanced professional experience working in video, photography, writing, editing, etc, with demonstrated experience in reportage projects in complex environments.
- A strong, highly creative and unique portfolio with published works in major outlets.
- Ownership of professional videography and photography equipment, including a range of professional lenses, filters, tripod and lights.
- Proven track record in post-production in line with industry standards, including access to, and fluency in Premiere Pro or Final Cut Pro and After Effects.
- Ability to work in an international set up, as the videographer or photographer will be required to work with multiple nationalities, including the possibility of travel to other countries in the Asia-Pacific region.
- Ability to work under pressure, and flexibility to adapt to changing requirements.
- In-depth understanding of the Asia-Pacific region an advantage.
- Prior experience with UN agencies or the non-profit sector an advantage.
- Availability and willingness to travel at short notice to any country within Asia and the Pacific.



## SECTION II – ANNEX A: INSTRUCTIONS FOR PREPARING TECHNICAL BID (21)

The Technical Bid should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information:

1. Brief description of the firm and the firm's qualifications: providing information that will facilitate our evaluation of your firm/institution's substantive reliability, such as catalogues of the firm, and financial and managerial capacity to provide the services.
2. Your firms' understanding of the requirements for services and the objective of this project, including assumptions: Include any assumptions as well as comments on the data, support services and facilities to be provided as indicated in the TOR or as you may otherwise believe to be necessary.
3. Proposed Approach, Methodology, Timing and Outputs: any comments or suggestions on the TOR, as well as your detailed description of the manner in which your firm/institution would respond to the TOR. You should include the number of person hours/days in each specialization that you consider necessary to carry out all work required.
4. Proposed Team Structure: The composition of the team that you would propose to provide to the assignment, and the work tasks (including supervisory) which would be assigned to each. An organogram/organization chart illustrating the reporting lines, together with a description of such organization of the team structure should support your Bid.
5. Proposed Project Team Members: attach the curriculum vitae of the senior professional member of the team and members of the proposed team.
6. Detailed description of your proposed deliverables.
7. Detailed project plan (Gantt chart) showing the required resources and support from your firm as well as from UNFPA.
8. Detailed description of the technical specifications of your Bid.
9. A list of tasks which are out-of-scope versus in-scope.
10. Why you would be qualified for this project (Similar reference deliverables, ideally with live examples).
11. UNFPA requests Bidders to submit information on environmental and social policies and any related documentation in their Bid.
12. Copies of current certificates such as Company Registration Certificate, TAX/VAT Registration Certificate etc. as and if applicable
13. All standard forms as explained under clause Section I: Instructions to Bidders, clause 16.1



Bidder(s) should not include any information or indications related to their Financial Bid in their Technical Bid. Such action will definitely lead to disqualification of entire Bid.





**SECTION III: GENERAL CONDITIONS OF CONTRACT  
(23)**

UNFPA's General Conditions of Contract are available through the links below as well as attached as a separate PDF document in this RFP.

<a href="#">Provision of Services</a>	For contract/PO values equivalent or over USD 100,000 covering services	<a href="#">English</a>	<a href="#">French</a>	<a href="#">Spanish</a>
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**SECTION IV: UNFPA SPECIAL CONDITIONS OF CONTRACT  
(24)**

<b>LTA RATES</b>	The rates charged for the services performed shall not be adjustable.
<b>GOODS AND SERVICES DEFINED</b>	<p>Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, customized and standard software as required, intermediate products and products the successful Bidder is required to supply under the contract.</p> <p>Services are to include design, installation and commissioning, training services, technical assistance and warranty services as required to supply in the contract.</p>
<b>KEY PERFORMANCE INDICATORS</b>	<p>Successful Bidder's performance will be monitored and evaluated by UNFPA on a yearly basis to enable the assessment on the effectiveness, efficiency and/or consistency of goods/services provided. The results of the evaluation will be communicated to the supplier to enable improvements. An extension of the contract will take into consideration results of performance evaluation(s). The evaluation will be based on, but not limited to, the following key performance indicators:</p> <p><b>Services:</b></p> <ul style="list-style-type: none"> <li>• Expected output achieved</li> <li>• Satisfactory level of quality and technical competence</li> <li>• Effective and timely communication and professionalism</li> </ul> <p>Key performance indicators may be modified and/or added during the validity of this contract.</p>
<b>PAYMENT TERMS</b>	<p>UNFPA's policy is to pay for the performance of contractual services rendered and/or to effect payment upon the achievement of specific milestones described in the contract.</p> <p>UNFPA's policy is not to grant advance payments except in unusual situations where the potential supplier, whether a private firm, non-governmental organization 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 in such cases. 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</p>





	<p>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.</p>
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## SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS

### 1. Legal and regulatory requirements

1.1. This will be judged based on the bid confirmation form submitted by the Bidders. Special consideration will be given to the Bids not suggesting any alternative or suggesting alternatives that are fully acceptable to UNFPA. Bids should clearly indicate where the Bidder does not accept, the reason(s) for the non-acceptance, and the alternative provision, for each of the terms of the RFP as well as the UNFPA General Conditions of Contracts: Provision of Services (For this, use SECTION VI – ANNEX B: BID SUBMISSION FORM )

### 2. Legal status of the Bidder

2.1. Technical Proposals from the Bidders should provide evidence that the Bidder is established as a company and legally incorporated in the country; e.g. through provision of certification of incorporation or other evidence (this is not required for companies already registered in national, regional or international Stock Exchanges. However, evidence on such registrations should be provided)

### 3. Bidder's eligibility

2.2. Technical Proposals from the Bidders should provide written confirmation that they are not listed in any of the banned/suspended supplier lists SECTION VI – ANNEX B: BID SUBMISSION FORM

- Listed as suspended or removed by the United Nations Procurement Division (UNPD);
- Declared ineligible by other organizations of the United Nations through the disclosure of the ineligibility or listing as suspended on United Nations Global Marketplace Vendor ineligibility list posted on the United Nations Global Market Place (UNGM);
- Included on the [UN 1267 list](#) issued by the Security Council resolution 1267 that establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;
- Debarred by the World Bank Group in accordance with the [WB Listing of Ineligible Firms & Individuals](#) and the [WB Corporate Procurement Listing of Non-Responsible Vendors](#).

### 4. Financial stability

4.1. Financial stability of the Bidders will be judged based on the ratios such as current ratio, quick ratio and debt ratio. Bidders are requested to provide key financial ratios using the table below with their audited financial statements to support the statements. The financial ratios should cover key financial stability ratios over a five-year period, including those mentioned in the table below.

Financial Ratio	2020	2021	2022
Current ratio			
Quick ratio			
Debt ratio			
.....			



- 4.2. Evidence that the Bidder has successfully completed at least one similar contract/LTA within the last five years for supply of goods or services as offered.
- 4.3. Provide contact details of commercial banks and names of contact persons from whom UNFPA could seek feedback regarding financial stability.

**5. Experience and Technical Capacity**

- Company's managerial capabilities
- Evidence for quality assurance systems in place
- Bidder must have delivered similar services satisfactorily to UN or similar organizations during the last three years, and the services should have been delivered with no negative performance reports
- References in support of the satisfactory delivery of services specified above
- Data to support that the Bidder has capacity to perform the LTA/Purchase Orders that will be issued pursuant to the LTA and complete the deliverables within the stipulated delivery period



**SECTION VI: BID AND RETURNABLE FORMS**  
**(25)**

Below find an overview of the attached Bidding and returnable forms required for the RFP.

Description		Status	Preferred file for submission
Annex A:	Bid Confirmation Form	Mandatory	PDF
Annex B:	Bid Submission Form	Mandatory	PDF
Annex C:	Bidder Identification Form	Mandatory	PDF
Annex D:	Bidder's Previous Experience	Mandatory	PDF
Annex E:	Price Schedule Form	Mandatory	PDF & Excel
Annex G:	Checklist of Bid Forms	Not Applicable	Not Applicable



## SECTION VI – ANNEX A: BID CONFIRMATION FORM

*[Complete this page and return it prior to bid opening]*

To:	UNFPA APRO Ms. Nantiya Tipmanee, Administrative Associate	Date:	
		Email:	<a href="mailto:tipmanee@unfpa.org">tipmanee@unfpa.org</a>
From:	<i>[Insert Company Name]</i>		
	<i>[Insert Contact person from Company]</i>		
	<i>[Insert Telephone number]</i>		
	<i>Insert E-mail address of contact person]</i>		
	<i>[Insert Postal address of Company]</i>		
Subject:	UNFPA/BKK/RFP/23/001		

- YES, we intend to submit a bid in response to the above mentioned RFP.
- NO, we are unable to submit a bid in response to the above mentioned RFP due to the following reason(s):

- The requested products and/or services are not within our range of supply.
- The requested products are not available at the moment.
- We are unable to submit a competitive bid for the requested products/services at the moment.
- We cannot meet the requested specifications.
- The information provided for bidding purposes is insufficient and unclear
- Your RFP document is too complicated
- Insufficient time is allocated to prepare an adequate Bid.
- We cannot meet the delivery requirements.
- We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc.):
- Our current capacity is overbooked
- We are closed during the holiday season
- We had to give priority to other clients' requests
- We do not sell directly, but through distributors
- We have no after-sales service available in the recipient country
- The person handling bid is away from the office
- Other (please specify)

- YES, even though on this occasion we have not submitted a Bid we are definitely interested in future possible RFP's.
- No, we are not interested in participating in future possible RFP's, please remove us from your vendor database.



If UNFPA should have any questions in regards to this Bid Confirmation Form and would require further clarification on our No Bid decision, UNFPA should contact the following focal person who will be able to assist:

Name:		E-mail:	
Post Title:		Telephone	



## SECTION VI – ANNEX B: BID SUBMISSION FORM

Date: [Insert Month, Day, Year]

To: UNFPA APRO  
4th Floor United Nations Service Building,  
Rajdamnern Nok Avenue, Bangkok, 10200 Thailand.

Dear Sir/Madam,

The undersigned, having read the original RFP documents of UNFPA/BKK/RFP/23/001 including all Annexes, any subsequent revisions and all answers to the questions received from prospective Bidders posted on United Nations Global Marketplace in full before submitting, 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 RFP documents.

*Special Note: If Bidder proposes any deviations from the terms and conditions stipulated in the RFP document, such deviations must be included on this form in accordance with the below format. Such deviations should not be indicated within the main body or any other part of the Bid. If the proposed modifications are not acceptable to UNFPA, UNFPA reserves the right to reject the Bid. Strongly discouraging deviations for semantic changes.*

Original term/condition per RFP UNFPA/BKK/RFP/23/001 and the subsequent revisions	Proposed deviation (alternate clause), by the undersigned	Reason for proposing alternate clause

We agree to abide by this Bid for a period of **120 days** from the date fixed for Bid opening in the Request for Proposal, and the Bid shall remain binding upon us and may be accepted at any time before the expiration of that period.

If our Bid is accepted, we undertake to commence and complete delivery of all items in the LTA within the time frame that will be stipulated in the Purchase Orders.

We understand that UNFPA is not bound to accept any Bid it may have received and that a binding contract would result only after final negotiations and award of LTA are concluded and a purchase order(s) are made pursuant to such LTA(s).

We confirm that our firm has no conflict of interest in accordance with Section I: Instructions to Bidders clause 2.3, as well as that our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the LTA, have not been declared ineligible by UNFPA, in accordance with Section I: Instructions to Bidders clause 2.4.

	On behalf of Business Authority	On behalf of Legal Authority
Signature:		
Name:		
Title:		



Name of Company:		
Telephone:		
Email:		







**SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM  
UNFPA/BKK/RFP/23/001**

<b>1. Organizational Information</b>	
Company/Institution Name	
Address, City, Country	
Telephone/FAX	
Website	
Date of establishment	
<b>Legal Representative:</b> Name/Surname/Position	
<b>Legal structure:</b> natural person/Co. Ltd, NGO/institution/other (specify)	
<b>Organizational Type:</b> Manufacturer, Wholesaler, Trader, Service provider, etc.	
Areas of expertise of the organization	
Current Licenses, if any, and permits (with dates, numbers and expiration dates)	
Years supplying to UN organizations	
Years supplying to UNFPA	
Production Capacity	
Subsidiaries (indicate names of subsidiaries and addresses, if relevant to the Bid)	
Commercial Representatives in the country: Name/Address/Phone (for international companies only)	

<b>2. Quality Assurance Certification</b>	
International Quality Management System (QMS)	
List of other ISO certificates or equivalent certificates	
Presence and characteristics of in-house quality control laboratory (if relevant to Bid)	

<b>3. Expertise of Staff</b>	



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Total number of staff	
Number of staff involved in similar supply LTAs	

<b>4. Contact details of persons that UNFPA may contact for requests for clarification during Bid evaluation</b>	
Name/Surname	
Telephone Number (direct)	
Email address (direct)	
Be advised that this person must be available during the two weeks following the Bid opening date.	

Signature and stamp of the Bidder:	
Name:	
Title:	
Name of Company:	
Telephone:	
Email:	





**SECTION VI – ANNEX D: BIDDER’S PREVIOUS EXPERIENCE**

Order No. & Date	Description <sup>5</sup>	Client	Contact person, phone number, email address	Date of service		Contract Amount (Currency)	Satisfactory completion
				From	To		

Indicate the description of products, services or works provided to their clients.  
 To be attached: Evidence (client’s letter or certificate) in support of satisfactory completion of above orders.

Signature and stamp of the Bidder:		Countersigned by and stamp of Chartered Accountant	
Name and title:		Name and title:	
Name of Company:		Name of Company:	
Telephone:		Telephone:	
Email:		Email:	
Date:		Date:	

<sup>5</sup> Please indicate relevant contracts to the one requested in the RFP.

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**SECTION VI – ANNEX E: PRICE SCHEDULE FORM  
(26)**

(Please see attached Excel spread sheet Annex E: Price Schedule Form.xls)

1. Submit this document in a separate email from the Technical Bid as indicated in Section I: Instructions to Bidders clause 19 Submission, sealing, and marking of Bids and in Annex I Instructions to Bidders.
2. All prices/rates Bid must be exclusive of all taxes, since UNFPA is exempt from taxes.
3. The Price Schedule Form must provide a detailed cost breakdown, as shown below. Provide separate figures for each of the steps in Item 1 below; estimates for out of pocket expenses should be listed separately in Item 2 below.
4. UNFPA anticipates awarding the project on a fixed-price basis. To complete an analysis of the Bid, firms are required to submit itemized pricing that identifies the people who will work on the project (including resumes), their billing rates, and the number of hours proposed for the project. Anticipated travel, lodging, and out-of-pocket expensed should be detailed as well.

**Videography Service**

<p align="center"><b>Item</b></p> <p>Currency to be submitted:</p> <ul style="list-style-type: none"> <li>• Thai Baht (THB) for companies registered under the laws of the Kingdom of Thailand</li> <li>• US dollars (USD) or any other convertible currency for companies registered outside the Kingdom of Thailand</li> </ul>	<p align="center"><b>Hourly rate (Please specify Currency)</b></p>	<p align="center"><b>Half-day rate (Please specify Currency)</b></p>	<p align="center"><b>Daily Rate (Please specify Currency)</b></p>	<p align="center"><b>Remark</b></p>
<p><b>Professional Fee including the equipment.</b></p> <p>1. Pre-Production</p>				
<p>2. Production</p>				
<p>3. Post-production</p>				
<p>4. Other (please specify)</p>				

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### Photography Service

<b>Item</b> Currency to be submitted: <ul style="list-style-type: none"> <li>Thai Baht (THB) for companies registered under the laws of the Kingdom of Thailand</li> <li>US dollars (USD) or any other convertible currency for companies registered outside the Kingdom of Thailand</li> </ul>	<b>Hourly rate</b> <b>(Please specify Currency)</b>	<b>Half-day rate</b> <b>(Please specify Currency)</b>	<b>Daily Rate</b> <b>(Please specify Currency)</b>	<b>Remark</b>
<b>Professional Fee including the equipment.</b>  1. Pre-Production				
2. Production				
3. Post-production				
4. Other (please specify)				

### Travel expenses for the assignment located outside Bangkok

Travel expenses shall be reimbursed at actual cost against receipt/used ticket/boarding pass but not exceed the threshold specified in the UNFPA's travel policy. Travel starting location is Bangkok, Thailand. Travel expense within Bangkok Area shall not be covered under this LTA.

Signature and stamp of the Bidder:	
Name:	
Title:	
Name of Company:	
Telephone:	
Email:	



## SECTION VI – ANNEX G: CHECKLIST OF BID FORMS

The following checklist is provided as a courtesy to Bidders. Please use this checklist while preparing the Bid to ensure that your Bid contains all required information. This checklist is for the Bidder's internal reference and does *not* need to be submitted with the Bid.

ACTIVITY	LOCATION	YES/NO/ N/A	REMARKS
Have you read and understood all of the Instructions to Bidders in Section I of the Bidding documents?	SECTION I: INSTRUCTIONS TO BIDDERS		
Have you reviewed and agreed to the UNFPA General Conditions of Contracts?	SECTION III: GENERAL CONDITIONS OF CONTRACT		
Have you reviewed and agreed to the UNFPA Special Conditions for Contracts?	SECTION IV: UNFPA SPECIAL CONDITIONS OF CONTRACT		
Have you completed the Bid Submission Form?	SECTION VI – ANNEX B: BID SUBMISSION FORM		
Have you completed the Bidder's Identification Form?	SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM		
Have you completed the Bidder's Previous Experience Form?	SECTION VI – ANNEX D: BIDDER'S		



	PREVIOUS EXPERIENCE		
Have you completed and signed the Price Schedule Form?	SECTION VI – ANNEX E: PRICE SCHEDULE FORM		
Have you reviewed all of the relevant Contract form(s)?	SECTION VII: CONTRACTUAL FORMS		
Have you prepared a copy of your company's registration in the country of operation?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you prepared a copy of the previous year's audited Company Balance Sheet and Financial Statements?	Section I: Instructions to Bidders, clause 11 & SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you provided written confirmation that your company is neither suspended by the United Nations system nor debarred by the World Bank Group?	& Section I: Instructions to Bidders clause 2.4		
Have you provided copies of current certificates such as GMP/Quality, FSC/PPP, manufacturer's ISO certificate for the product, manufacturer's CE certificate, USA510k, Japan QS standard, etc.?	SECTION II – ANNEX A: INSTRUCTIONS FOR PREPARING TECHNICAL BID		
Have you provided a copy of any of your company's environmental or social policies, and any related documentation?	Section I: Instructions to Bidders, clause 39		
Have you reviewed the UN Global Compact requirements?	Section I: Instructions to Bidders, clause 39		

DS  

 A blue rectangular stamp containing the letters 'DS' and a handwritten signature in blue ink.

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<p>Have you sealed and marked the Bids according to Instructions to Bidders clause 20.3 (electronic Bids) or clause 20.4 (hard copy Bids) or clause 20 (Submission through an online system)?</p>	<p>Section I: Instructions to Bidders, clause 19.3 &amp; 19.3</p>		
<p>If submitted electronically through email, is the file size of the Bid less than 8MB? (If the file size is above 20 MB, refer to Instructions to Bidders clause 20.3.3)</p>	<p>Section I: Instructions to Bidders, clause 19.3.3</p>		
<p>Have you noted the Bid closing deadline?</p>	<p>Invitation letter Number 4</p>		
<p>Have you provided information on Supplier Qualification Requirements?</p>	<p>SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS &amp;</p> <p>SECTION VI – ANNEX B: BID SUBMISSION FORM</p>		
<p>Have you provided evidence that the Bidder has successfully completed at least one similar contract within the last five years for supply of goods/services?</p>	<p>SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS</p>		
<p>Have you provided contact details of commercial banks and names of contact persons from whom UNFPA can seek feedback?</p>	<p>SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS</p>		





<p>Have you provided sufficient documentation of your company's ability to undertake the LTA, i.e.,</p> <ul style="list-style-type: none"> <li>- List of similar contracts/LTAs executed for other clients including contact details.</li> <li>- Evidence that the Bidder possesses experience in the geographical area.</li> <li>- At least three years of experience in performing similar contracts/Long Terms Agreements</li> </ul>	<p>SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE &amp; SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS</p>		
<p>Have you provided sufficient documentation of your company's managerial capability?</p> <ul style="list-style-type: none"> <li>- Details of company's managerial structure.</li> <li>- Quality assurance systems in place.</li> </ul>	<p>SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM</p>		
<p>Have you supplied clients' certificates in support of the satisfactory operation of the goods/services as specified above?</p>	<p>SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE</p>		
<p>Have you checked Section I: Instructions to Bidders, clauses, 17 &amp; 18 and provided all requested documentation in the correct formats?</p>	<p>Section I: Instructions to Bidders, clauses 16 &amp; 17</p>		



**SECTION VII: CONTRACTUAL FORMS**  
**(25)**

Below find an overview of the attached contractual forms for this RFP.

Description		Status	Preferred file for submission
Annex A:	Long Term Agreement Template	Mandatory	PDF
Annex B:	Bank Guarantee for Advance Payment	Not Applicable	PDF
Annex C:	Performance Security	Not Applicable	PDF





**SECTION VII – ANNEX A: LONG TERM AGREEMENT TEMPLATE  
(27)**



## SECTION III



## GENERAL CONDITIONS OF CONTRACT

## CONTRACTS FOR THE PROVISION OF SERVICES

1. **LEGAL STATUS OF THE PARTIES:** UNFPA (a subsidiary organ of the United Nations established by the General Assembly in resolution 3019 (XXVII)) and the Contractor shall also each be referred to as a “Party” hereunder, and:
  - 1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
  - 1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNFPA, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. **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:
  - 2.1 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.
  - 2.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNFPA, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
  - 2.3 At the option of and in the sole discretion of UNFPA:
    - 2.3.1 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;
    - 2.3.2 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,
    - 2.3.3 in cases in which, pursuant to Article 2.3.1 or 2.3.2, above, UNFPA has reviewed the qualifications of such Contractor’s personnel, UNFPA may reasonably refuse to accept any such personnel.
  - 2.4 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:
    - 2.4.1 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.
    - 2.4.2 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.
    - 2.4.3 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.

- 2.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
  - 2.4.5 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.
  - 2.4.6 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.
- 2.5 Nothing in Articles 2.2, 2.3 and 2.4, 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.
- 2.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNFPA shall:
- 2.6.1 undergo or comply with security screening requirements made known to the Contractor by UNFPA, including but not limited to, a review of any criminal history;
  - 2.6.2 when within UNFPA premises or on UNFPA property, display such identification as may be approved and furnished by UNFPA, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNFPA for cancellation.
- 2.7 Within one working day after learning that any of Contractor's personnel who have access to any UNFPA premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNFPA about the particulars of the charges then known and shall continue to inform UNFPA concerning all substantial developments regarding the disposition of such charges.
- 2.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNFPA premises or on UNFPA property shall be confined to areas authorized or approved by UNFPA. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNFPA premises or on UNFPA property without appropriate authorization from UNFPA.
- 3. ASSIGNMENT:**
- 3.1 Except as provided in Article 3.2, 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 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.
- 3.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:
- 3.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,
  - 3.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,
  - 3.2.3 the Contractor promptly notifies UNFPA about such assignment or transfer at the earliest opportunity; *and*,

3.2.4 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.

4. **SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNFPA. UNFPA shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNFPA reasonably considers is not qualified to perform obligations under the Contract. UNFPA shall have the right to require any subcontractor's removal from UNFPA premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

5. **INDEMNIFICATION:**

5.1 The Contractor shall indemnify, defend, and hold and save harmless, UNFPA, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNFPA, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

5.1.1 allegations or claims that the possession of or use by UNFPA of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNFPA under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

5.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

5.2 The indemnity set forth in Article 5.1.1, above, shall not apply to:

5.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNFPA directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

5.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials, equipment, supplies or any components thereof furnished under the Contract if UNFPA or another party acting under the direction of UNFPA made such changes.

5.3 In addition to the indemnity obligations set forth in this Article 5, the Contractor shall be obligated, at its sole expense, to defend UNFPA and its officials, agents and employees, pursuant to this Article 5, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

5.4 UNFPA shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of the United Nations, including its subsidiary organs, or any matter relating thereto, for which only UNFPA itself is authorized to assert and maintain. UNFPA shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

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5.5 In the event the use by UNFPA of any goods, property or services provided or licensed to UNFPA by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

- 5.5.1 procure for UNFPA the unrestricted right to continue using such goods or services provided to UNFPA;
- 5.5.2 replace or modify the goods or services provided to UNFPA, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,
- 5.5.3 refund to UNFPA the full price paid by UNFPA for the right to have or use such goods, property or services, or part thereof.

**6. INSURANCE AND LIABILITY:**

6.1 The Contractor shall pay UNFPA promptly for all loss, destruction, or damage to the property of UNFPA caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

6.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

- 6.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
- 6.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;
- 6.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,
- 6.2.4 such other insurance as may be agreed upon in writing between UNFPA and the Contractor.

6.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

6.4 The Contractor acknowledges and agrees that UNFPA accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

6.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNFPA, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

- 6.5.1 name UNFPA as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
- 6.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNFPA;
- 6.5.3 provide that UNFPA shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,
- 6.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNFPA.

- 6.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
- 6.7 Except for any self-insurance program maintained by the Contractor and approved by UNFPA for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNFPA. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNFPA with evidence, in the form of certificate of insurance or such other form as UNFPA may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNFPA reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 6.5.3, above, the Contractor shall promptly notify UNFPA concerning any cancellation or material change of insurance coverage required under the Contract.
- 6.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.
7. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNFPA against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNFPA.
8. **EQUIPMENT FURNISHED BY UNFPA TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNFPA to the Contractor for the performance of any obligations under the Contract shall rest with UNFPA, and any such equipment shall be returned to UNFPA at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNFPA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNFPA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
9. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
- 9.1 Except as is otherwise expressly provided in writing in the Contract, UNFPA shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNFPA under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNFPA.
- 9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNFPA does not and shall not claim any ownership interest thereto, and the Contractor grants to UNFPA a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 9.3 At the request of UNFPA, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNFPA in compliance with the requirements of the applicable law and of the Contract.
- 9.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNFPA, shall be made available for use or inspection by UNFPA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNFPA authorized officials on completion of work under the Contract.
10. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNFPA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations



and UNFPA, or any abbreviation of the name of the United Nations and UNFPA in connection with its business or otherwise without the written permission of the United Nations and UNFPA.

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

11.1 The Recipient shall:

11.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,

11.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

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

11.2.1 any other party with the Discloser’s prior written consent; *and*,

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

11.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,

11.2.2.2 any entity over which the Party exercises effective managerial control; *or*,

11.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

- 11.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, including its subsidiary organs, the Contractor will give UNFPA sufficient prior notice of a request for the disclosure of Information in order to allow UNFPA to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

- 11.4 UNFPA may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

- 11.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

- 11.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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

- 12.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence

of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

12.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNFPA shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 13, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNFPA shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

12.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNFPA is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

### 13. TERMINATION:

13.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 16 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

13.2 UNFPA may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNFPA applicable to the performance of the Contract or the funding of UNFPA applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNFPA may terminate the Contract without having to provide any justification therefor.

13.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNFPA, the Contractor shall, except as may be directed by UNFPA in the notice of termination or otherwise in writing:

13.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

13.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

13.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNFPA and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

13.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

13.3.5 transfer title and deliver to UNFPA the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

13.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNFPA thereunder;

13.3.7 complete performance of the work not terminated; *and*,

13.3.8 take any other action that may be necessary, or that UNFPA may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNFPA has or may be reasonably expected to acquire an interest.

- 13.4 In the event of any termination of the Contract, UNFPA shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNFPA shall not be liable to pay the Contractor except for those goods delivered and services provided to UNFPA in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNFPA or prior to the Contractor's tendering of notice of termination to UNFPA.
- 13.5 UNFPA may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
- 13.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
  - 13.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
  - 13.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
  - 13.5.4 a Receiver is appointed on account of the insolvency of the Contractor;
  - 13.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,
  - 13.5.6 UNFPA reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.
- 13.6 Except as prohibited by law, the Contractor shall be bound to compensate UNFPA for all damages and costs, including, but not limited to, all costs incurred by UNFPA in any legal or non-legal proceedings, as a result of any of the events specified in Article 13.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNFPA of the occurrence of any of the events specified in Article 13.5, above, and shall provide UNFPA with any information pertinent thereto.
- 13.7 The provisions of this Article 13 are without prejudice to any other rights or remedies of UNFPA under the Contract or otherwise.
14. **NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.
15. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNFPA shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNFPA shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.
16. **SETTLEMENT OF DISPUTES:**
- 16.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.
  - 16.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in

the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

18. **TAX EXEMPTION:**

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

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

19. **MODIFICATIONS:**

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

19.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 19.1, above.

19.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UNFPA nor in any way shall constitute an agreement by UNFPA thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 19.1, above.

20. **AUDITS AND INVESTIGATIONS:**

20.1 Each invoice paid by UNFPA shall be subject to a post-payment audit by auditors, whether internal or external, of UNFPA or the United Nations or by other authorized and qualified agents of UNFPA or the United Nations at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNFPA shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNFPA other than in accordance with the terms and conditions of the Contract.

20.2 UNFPA may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

20.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor’s obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNFPA access to the Contractor’s premises at reasonable times and on

reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNFPA or the United Nations hereunder.

**21. LIMITATION ON ACTIONS:**

21.1 Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 16.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

21.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

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

**23. SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNFPA in connection with the performance of its obligations under the Contract. Should any authority external to UNFPA seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNFPA and provide all reasonable assistance required by UNFPA. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNFPA, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the United Nations and UNFPA.

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

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

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

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

**28. SEXUAL EXPLOITATION:**

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

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

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05-Jul-2023