



Date: 5th May 2021

**REQUEST FOR QUOTATION
 RFQ N° UNFPA/BKK/RFQ/21/001**

Dear Sir/Madam,

UNFPA hereby solicits a quotation for the following service:

‘Provision of Closed Captioning Service’

UNFPA requires the provision of ‘Closed Captioning Service’ as specified in the Terms of Reference (ToR).

This Request for Quotation is open to all legally-constituted companies that can provide the requested services and have legal capacity to perform to The United Nations Population Fund Asia and Pacific Regional Office (UNFPA APRO), 4th Floor United Nations Service Building, Rajdamnern Nok Avenue, Bangkok, 10200 Thailand.

I. About UNFPA

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

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

Service Requirements/Terms of Reference (ToR)

The purpose of the closed captioning service is to bridge the gap of communication between people who are Deaf, people who are hard of hearing and people who can hear. This will lead to more understanding of UNFPA’s mandate and mission which will result in increased inclusion and equality.

The objective of the RFQ is to identify a supplier who can provide UNFPA with ‘Provision of Closed Captioning Service’ as indicated in the Term of Reference (TOR). The selected vendor is expected to sign the three-year Long Term Agreement (LTA) with UNFPA APRO to provide the ‘Provision of Closed Captioning Service’ to have a standard price list which selected vendor and UNFPA can use the services upon needs and requirement.

II. Questions

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

Name of contact person at UNFPA:	<i>Ms. Jarintorn Kiatniyomrung</i>
Tel N°:	<i>+66 2 687 0159</i>



Email address of contact person:

kiatniyomrung@unfpa.org

The deadline for submission of questions is Tuesday 19th May 2021 at 17:00 hours, Bangkok time. Questions will be answered in writing and shared with all parties as soon as possible after this.

III. Content of quotations

Quotations should be submitted in a single email whenever possible, depending on file size. Quotations must contain:

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

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

Quotations should be submitted in a single e-mail whenever possible, depending on file size. Quotations must contain:

- a) **Technical proposal**, in response to the requirements outlined in the service requirements /TORs.

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, summary of corporate structure and area of specialization, location of offices, detail experience with accreditations. number and type of employees
2. 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 roles, responsibilities and the reporting lines, together with a description of such organization of the team structure should support your Bid. Names of senior staff of the service provider who will be involved in working with UNFPA. Please also attach the curriculum vitae of the senior professional member of the team and members of the proposed team.
3. Proposed Approach, Methodology, Timing and Outputs to satisfy expected TOR deliverables, accompanied by detailed description of the manner in which your company would deliver required services.
4. Copies of current certificates such as company registration certificate, VAT/Tax Registration Certificate, Certificate of ownership of software and equipment and etc.

- b) **Price quotation**, to be submitted strictly in accordance with the price quotation form.

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



IV. Instructions for submission

Proposals should be prepared based on the guidelines set forth in Section III above, along with a properly filled out and signed price quotation form, are to be sent by e-mail to Email address for bid submission at apro-procurement@unfpa.org no later than: **Tuesday 1st June 2021 at 17:00 hours, Bangkok time.**

Please note the following guidelines for electronic submissions:

- The following reference must be included in the email subject line: **RFQ N° UNFPA/BKK/RFQ/21/001 for 'Provision of Closed Captioning Service'**. Proposals that do not contain the correct email subject line may be overlooked by the procurement officer and therefore not considered.
- The total e-mail size may not exceed **20 MB (including e-mail body, encoded attachments and headers)**. Where the technical details are in large electronic files, it is recommended that these be sent separately before the deadline.
- When submitting electronic offers, Bidders will receive an auto-reply acknowledging receipt of the **first** email. Should you offer require to submit more than one email, in the body of this first email, bidders are requested to list the number of messages, which make up their technical offer and the number of messages, which make up their financial offer. If you do not receive any auto-reply for the first email from UNFPA's email system, please inform Ms. Jarintorn Kiatniyomrung, Programme Admin Associate at email address: kiatniyomrung@unfpa.org
- Any quotation submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of any quotation by UNFPA. UNFPA is under no obligation to award a contract to any bidder as a result of this RFQ.

V. Overview of Evaluation Process

The evaluation will be carried out in a two-step process by an ad-hoc evaluation panel. Technical proposals will be evaluated and scored first, prior to the evaluation and scoring of price quotations

Technical Evaluation

Technical proposals will be evaluated based on their responsiveness to the service requirements /TORs listed in Section II and in accordance with the evaluation criteria below.



Criteria	(A) Maximum Points	(B) Points attained by bidders	(C) Weight (%)	(B) X (C)= (D) Total points
Company profile: Experience and expertise of the company, including the ownership of software and equipment, and it's commitment to UNFPA values of equality.	100 (Over 5 years' experience working for similar organisations, Detailed experience with accreditations)		25%	
Company profile: The quality and capacity of key staff, including balanced gender representation.	100 (Strong verbal and written communications skills in English and presentation skills)		20%	
Process: Low error rates and respect for diversity	100 (Error rates less than 3%, All interpretation services must correctly and respectfully represent the language and terms used by the diverse communities UNFPA serves)		30%	
Portfolio: A company's portfolio/s that meets the needs of the TOR.	100 (Must have proven experience in closed captioning sensitive and challenging subjects, Demonstrated ability to network within the academic, DPO and international development community)		25%	
Grand Total for all criterion	400		100%	



The following scoring scale will be used to ensure objective evaluation:

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

Financial Evaluation

Price quotes will be evaluated only for bidders whose technical proposals achieve a minimum score of 70 points in the technical evaluation.

Price quotes will be evaluated based on their responsiveness to the price quote form. The maximum number of points for the price quote is 100, which will be allocated to the lowest total price provided in the quotation. All other price quotes will receive points in inverse proportion according to the following formula:

$$\text{Financial score} = \frac{\text{Lowest quote (\$)}}{\text{Quote being scored (\$)}} \times 100 \text{ (Maximum score)}$$

Total score

The total score for each proposal will be the weighted sum of the technical score and the financial score. The maximum total score is 100 points.

$$\text{Total score} = 70\% \text{ Technical score} + 30\% \text{ Financial score}$$

VI. Award Criteria

In case of a satisfactory result from the evaluation process, UNFPA intends to award a Long Term Agreement with duration three (3) years with the possibility to extend for one year and another one year to the Bidder(s) that obtain the highest total combining score.

VII. Right to Vary Requirements at Time of Award

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

VIII. Payment Terms

UNFPA payment terms are net 30 days upon receipt of invoice and delivery/acceptance of the milestone deliverables linked to payment as specified in the contract.



IX. Fraud and Corruption

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

Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the 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.

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

X. Zero Tolerance

UNFPA has adopted a zero-tolerance policy on gifts and hospitality. Suppliers are therefore requested not to send gifts or offer hospitality to UNFPA personnel. Further details on this policy are available here: [Zero Tolerance Policy](#).

XI. RFQ Protest

Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a contract may submit a complaint to the UNFPA Designated staff to receive procurement related complaints: Ms. Annette Sachs Robertson, Deputy Regional Director, UNFPA Asia and the Pacific Regional Office in Bangkok at robertson@unfpa.org. Should the supplier be unsatisfied with the reply provided by the UNFPA Designate Official, the supplier may contact the Chief, Procurement Services Branch at procurement@unfpa.org.

XII. Disclaimer

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



PRICE QUOTATION FORM

Name of Bidder:	
Date of the quotation:	Click here to enter a date.
Request for quotation N°:	RFQ N° UNFPA/BKK/RFQ/21/001 Provision of Closed Captioning Services
Currency of quotation :	USD
Validity of quotation: <i>(The quotation must be valid for a period of at least 3 months after the submission deadline)</i>	

- Quoted rates must be **exclusive of all taxes**, since UNFPA is exempt from taxes.

Item	Hourly rate (USD)	Daily Rate (USD)	Remark
Professional Fee to provide the 'Standard Offline Captioning'			
Professional Fee to provide the 'Rush Offline Captioning'			
Professional Fee to provide the 'Real-time Captioning (during Thailand Regular Business Hours 8.00 -17.00)			
Professional Fee to provide the 'Real-time Captioning (between 17.00 – 24.00 Thailand weekdays)			
Professional Fee to provide the 'Stand-by time'			
Other cost (please specify)			

Travel expenses for the assignment located in Bangkok Metropolitan Region

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. The travel destination is Bangkok Metropolitan Region, Thailand. Travel to any other destinations outside Bangkok Metropolitan Region, Thailand will not cover



under this LTA. It is estimated there would be up to two return trips per year during the contract period, all other captioning work should be provided online/virtually.

Vendor's Comments:

I hereby certify that the company mentioned above, which I am duly authorized to sign for, has reviewed **RFQ N° UNFPA/BKK/RFQ/21/001 – ‘Provision of Closed Captioning Service’** including all annexes, amendments to the RFQ document (if applicable) and the responses provided by UNFPA on clarification questions from the prospective service providers. Further, the company accepts the General Conditions of Contract for UNFPA and we will abide by this quotation until it expires.

	Click here to enter a date.	
Name and title	Date and place	



United Nations Population Fund
Asia and Pacific Regional Office (APRO)
4th Floor United Nations Service Building
E-mail: apro-procurement@unfpa.org
Website: <https://asiapacific.unfpa.org>

**ANNEX I:
General Conditions of Contracts:
De Minimis Contracts**

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

DS 05-May-2021
A blue bracket-shaped signature box containing the handwritten initials 'DS' and the date '05-May-2021'.



ANNEX II:

Terms of Reference

Provision of Closed Captioning Services

1. Background

Since 2014, UNFPA has been part of the Global Partnership for Disability, a UN interagency initiative that seeks to integrate and harmonize the efforts of different agencies, promoting a shared perspective of challenges and strategies, as well as a joint effort to generate data and promote collaborative strategies in favour of the rights of persons with disabilities, particularly children, adolescents, young people and women.

In its 2018-2021 Strategic Plan, UNFPA reaffirms its commitment to the rights of persons with disabilities in its different programmatic areas, particularly in reference to the sexual and reproductive health of persons with disabilities, the promotion of youth participation and leadership and the development of disaggregated information to analyze their situation and take into account their needs in a context of development and humanitarian situations. In its section on human resources, the Strategic Plan also states UNFPA should maintain an inclusive composition of staff by gender, region and disability.

UNFPA is committed to equality. We believe that equality will only be achieved when everyone, regardless of gender, race, sexuality, disability and age, enjoys the same opportunities, rights and obligations in all spheres of life. This means sharing equally in the distribution of power and influence and having equal opportunities for financial independence, education and realizing personal ambitions. Companies with a strong commitment to equality, including balanced gender representation and policies for inclusion, are strongly encouraged to apply.

Purpose

The purpose of the closed captioning service is to bridge the gap of communication between people who are Deaf, people who are hard of hearing and people who can hear. This will lead to more understanding of UNFPA's mandate and mission which will result in increased inclusion and equality.

Objective

To provide closed captioning interpretation services for UNFPA APRO activities including meetings, events, conferences and multimedia content.

Scope of the Service

The closed captioning service will provide:

- Closed captioning of English-language events, meetings, conferences and multimedia content.
- Captioning dictionaries prior to the start of each event, meeting or conference if required.
- Provide a list of new technologies that could assist UNFPA APRO in providing closed captioning services if required.



Closed captioning shall convey the aural content in English to individuals who are Deaf and hard of hearing to the same extent that the audio track conveys such content to individuals who are able to hear. Captioning shall be accurate, synchronous, complete, and appropriately placed.

Captioning shall match the spoken words in the order spoken, without substituting words for proper names and places, and without paraphrasing, except to the extent that paraphrasing is necessary to resolve any time constraints. Captions shall contain proper spelling, appropriate punctuation and capitalization, correct tense and use of singular or plural forms, and accurate representation of numbers with appropriate symbols or words. If slang or grammatical errors are intentionally used, they shall be mirrored in the captions. Captioning shall provide nonverbal information that is not observable, such as the identity of speakers, the existence of music, sound effects, and audience reaction, to the greatest extent possible. Captions shall be legible, with appropriate spacing between words for readability.

Captioning shall coincide with the corresponding spoken words and sounds to the greatest extent possible. Captions shall begin to appear at the time that the corresponding speech or sounds begin and end approximately when the speech or sounds end. Captions shall be displayed on the screen at a speed that permits them to be read by viewers.

Captioning shall run from the beginning to the end of the event, meeting or conference to the fullest extent possible.

Estimated Hours of Work

- Standard offline captioning 10 hours per year
- Rush offline captioning 5 hours per year
- Real-time captioning (during Thailand Regular Business Hours) 120 hours per year
- Real-time captioning (between 5 pm and midnight Thailand weekdays) 10 hours per year
- Stand-by time 12 hours per year (based on an estimate of 10% overall break time within and between real-time captioning events)

The actual number of units may be different and will be based on actual work requests issued by UNFPA. This contract does not guarantee or obligate UNFPA to provide a required number of units. UNFPA reserves the right to use other means, such as Speech Recognition Software or other hardware solutions, when necessary for closed captioning.

For each required service, UNFPA APRO will prepare the required details of the events/workshops/meetings no later than 2-3 days prior to the event/workshop/ meetings.

Travel Expenses

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. The travel destination is Bangkok Metropolitan Region, Thailand. Travel to any other destinations outside Bangkok Metropolitan Region, Thailand will not cover under this LTA. It is estimated there would be up to two return trips per year during the contract period, all other captioning work should be provided online/virtually.

2. Requirements



a. Strength of closed captioning portfolio

In their technical proposal, the service provider must present their skills in the areas listed above, particularly related to organisations similar to UNFPA.

In their technical proposal, the service provider must present at least 3 examples of closed captioning services provided. These examples should include text-based caption files and/or video files with the captions.

b. Company profile

UNFPA is looking for a company profile that reflects our ethics and values, including gender equality and the promotion of human rights. The service provider must ensure interpretation correctly represents the language used by UNFPA and our partners, such as sexual and reproductive health and rights and gender based violence language and terms, including slang terminology. All interpretation services must correctly and respectfully represent the language and terms used by the diverse communities UNFPA serves and uphold the values in the prevention of sexual exploitation and abuse.

In the response to this call, the service provider must provide:

- Location of office(s)
- Summary of corporate structure and area of specialization including company registration certificate
- Detailed experience with accreditations.
- Number and type of employees
- 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 staff as well as those expected from UNFPA.
- Ownership of software and equipment.
- Names of senior staff of the service provider who will be involved in working with UNFPA

Qualifications of the company/firm

- A registered company with valid company registration certificate
- Minimum 5 years of experience in providing closed captioning service
- Must have proven experience in closed captioning sensitive and challenging subjects, such as but not excluded to: sexual rights, gender-based violence and human rights
- Prior working experience in an international organization, particularly with UN or UNFPA will be an asset

Qualifications of the closed captioning interpreters

- Minimum 5 years of closed captioning experience;
- Error rates should be less than 3%;
- Experience providing closed captioning using Zoom;
- Fluency in English required; knowledge of another UN language(s) an asset;



- Knowledge of other Asia and the Pacific languages strongly desired;
- Strong verbal and written communications skills in English and presentation skills essential;
- Experience working with diverse communities an asset;
- Experience working with organizations working in sexual reproductive health and rights and gender based violence programming an asset;
- Demonstrated ability to network within the academic, DPO and international development community; and
- Experience in the Asia and the Pacific region is preferred.

References

The service provider should give at least three references of clients for whom the company has carried out work. The service provider should provide specific client referencing indicating names and descriptions of clients

Copyright

Copyrights of the final product shall be the property of UNFPA. UNFPA shall provide the service partner with videos, text, 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 editorial policies relating to protecting the rights and identity of the people recorded and documented for protection reasons.



GENERAL CONDITIONS OF CONTRACT

DE MINIMIS CONTRACTS

1. **LEGAL STATUS OF THE PARTIES:** The Contractor shall be considered as having the legal status of an independent contractor *vis-à-vis* UNFPA. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNFPA.
2. **RESPONSIBILITY FOR EMPLOYEES:** The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.
3. **ASSIGNMENT:** The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNFPA.
4. **SUBCONTRACTING:** In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNFPA for all sub-contractors. The approval of UNFPA of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.
5. **INDEMNIFICATION:** The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNFPA, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, *inter alia*, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.
6. **INSURANCE AND LIABILITY:**
 - 6.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
 - 6.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
 - 6.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
 - 6.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 6.4.1 Name UNFPA as additional insured;
 - 6.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNFPA;
 - 6.4.3 Provide that UNFPA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
 - 6.5 The Contractor shall, upon request, provide UNFPA with satisfactory evidence of the insurance required under this Article 6.
7. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNFPA against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNFPA.

8. **EQUIPMENT FURNISHED BY UNFPA TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNFPA to the Contractor for the performance of any obligations under the Contract shall rest with UNFPA, and any such equipment shall be returned to UNFPA at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNFPA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNFPA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
9. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
- 9.1 Except as is otherwise expressly provided in writing in the Contract, UNFPA shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNFPA under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNFPA.
- 9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNFPA does not and shall not claim any ownership interest thereto, and the Contractor grants to UNFPA a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 9.3 At the request of UNFPA, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNFPA in compliance with the requirements of the applicable law and of the Contract.
- 9.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNFPA, shall be made available for use or inspection by UNFPA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNFPA authorized officials on completion of work under the Contract.
10. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNFPA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations and UNFPA, or any abbreviation of the name of the United Nations and UNFPA in connection with its business or otherwise without the written permission the United Nations and UNFPA.
11. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:
- 11.1 The Recipient shall:
- 11.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,
- 11.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.
- 11.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 11, the Recipient may disclose Information to:
- 11.2.1 any other party with the Discloser’s prior written consent; *and*,
- 11.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under

common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:

- 11.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,
- 11.2.2.2 any entity over which the Party exercises effective managerial control; *or*,
- 11.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

- 11.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, including UNFPA, the Contractor will give UNFPA sufficient prior notice of a request for the disclosure of Information in order to allow UNFPA to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 11.4 UNFPA may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.
- 11.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 11.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

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

13. TERMINATION:

- 13.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.
- 13.2 UNFPA may terminate forthwith this Contract at any time should the mandate or its funding be curtailed or terminated, in which case the Contractor shall be reimbursed by UNFPA for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 13.3 In the event of any termination by UNFPA under this Article, no payment shall be due from UNFPA to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 13.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNFPA may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UNFPA of the occurrence of any of the above events.
- 13.5 The provisions of this Article 13 are without prejudice to any other rights or remedies of UNFPA under the Contract or otherwise.
14. **NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.
15. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNFPA shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNFPA shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.
16. **SETTLEMENT OF DISPUTES:**
- 16.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.
- 16.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.
17. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.
18. **TAX EXEMPTION:**
- 18.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in

respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNFPA from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNFPA to determine a mutually acceptable procedure.

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

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

20. AUDITS AND INVESTIGATIONS:

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

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

20.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNFPA access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNFPA or the United Nations hereunder.

21. LIMITATION ON ACTIONS:

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

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

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

23. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNFPA in connection with the performance of its obligations under the Contract. Should any authority external to UNFPA seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNFPA and provide all reasonable assistance required by UNFPA. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNFPA, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the United Nations and UNFPA.
24. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UNFPA any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UNFPA or the award thereof or for any other purpose intended to gain an advantage for the Contractor.
25. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNFPA, as such obligations are set forth in the United Nations and UNFPA vendor registration procedures.
26. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
27. **MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.
28. **SEXUAL EXPLOITATION:**
- 28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.
- 28.2 UNFPA shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

– oOOo –

DS 05-May-2021
RS



ANNEX - III

LONG TERM AGREEMENT

LTA – No: YEAR/No.

Date: DD/MM/YY

THE UNITED NATIONS POPULATION FUND (UNFPA)
605 Third Avenue
New York, NY 10158, USA
Fax: +1 212 297 4916

Wishes to enter into a Long Term Agreement

With

VENDOR
VENDOR'S ADDRESS
PHONE – FAX NUMBER
E-mail ADDRESS

for the direct ordering of

DETAILS OF THE PRODUCT AND OR SERVICES TO BE DELIVERED UNDER THE LTA

As stipulated in the attached document

Table with 2 columns and 2 rows. Left column contains UNFPA terms and conditions, Vendor Number, and queries to. Right column contains signature lines for UNFPA and Vendor.

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Long Term Agreement No. YY/No. – VENDOR'S NAME	
Validity	: From DD/MM/YYYY To DD/MM/YYYY
Payment Currency	: CURRENCY
Payment Terms	: Net 30 days

Item	Hourly rate (USD)	Daily Rate (USD)	Remark

1. OBJECTIVE

This non-exclusive Long Term Agreement (hereinafter referred to as "the Agreement") is established between UNFPA and [NAME OF SUPPLIER] (hereinafter referred to as "the Supplier"), to enable UNFPA to purchase [DESCRIBE THE PRODUCT OR SERVICE] (hereinafter referred to as "the Goods") as and when required for all its regular programmes as well as for programmes that may be funded by other institutions.

The Supplier is NOT authorized to deliver any goods and services other than those specified under this Agreement. Requests for different goods and services shall come either through another Long Term Agreement or through formal methods of solicitation.

2. GENERAL PROVISIONS

This Agreement represents an offer on the part of the Supplier to provide UNFPA with the services, prices and delivery time agreed under the Terms and Conditions detailed herein for the duration of the Agreement. It does not represent a contract in itself, nor obliges UNFPA to any financial commitment whatsoever. Only Purchase Orders made pursuant to this Agreement and only for the services stipulated herein will constitute a commitment on UNFPA's part.

The Parties agree that the provision of services to UNFPA under this Agreement is strictly on a non-exclusive basis. UNFPA will not be committed to purchase any quantity of the goods stated in the Agreement. UNFPA shall not be liable for any cost in the event that no purchases are made under the Agreement. Accordingly, the Parties agree that UNFPA may reserve the right, at its sole discretion, to purchase or otherwise obtain the goods and services of the same or substantially similar nature as those described herein from any source other than the Supplier at any time during the term of the Agreement. Accordingly, the Parties acknowledge and agree that UNFPA is not legally liable to the Supplier under this Agreement, and UNFPA's liability only arises out of Purchase Orders made pursuant to this Agreement.

UNFPA's liability shall be limited to the Purchase Order only for the goods and services stipulated therein and no increase in the total liability of UNFPA or in the price of the supplies will be authorized or paid to the Supplier unless such increases have been approved by UNFPA prior to the delivery of services.

Purchase Orders will incorporate by reference to all of the Terms and Conditions of this Agreement including UNFPA's General Terms and Conditions hereto attached and forming a part of this Agreement.

UNFPA is not obligated to purchase any minimum service quantity under this Agreement.

Any change to the terms and conditions detailed herein shall receive prior authorization from UNFPA and changes shall be documented in a written amendment to this Agreement.

Any items which are shipped not in accordance to this Agreement or the Purchase Order(s) issued and without prior knowledge and acceptance of UNFPA, these products shall have to be replaced, including freight and re-inspection cost applicable, as well as the product re-call and destruction from destination at the Supplier's cost.

Should there be any technical re-evaluation of the products required, the Supplier may be requested to pay the technical re-evaluation cost.

The Parties shall endeavor to execute this Agreement in a spirit of mutual co-operation.

3. VALIDITY OF THE AGREEMENT

This Agreement shall commence on **[DD/MM/YYYY]**.

This Agreement shall be valid for a period of **[NUMBER OF YEARS]** effective from commencement date **[DD/MM/YYYY]** and may be extended for up to one additional year subject to the Supplier's satisfactory performance and competitiveness of prices. This shall be agreed upon by both parties in writing at least 30 days before the expiration of the Agreement. **[PLEASE SELECT AND DELETE AS APPROPRIATE]**

UNFPA reserves the right to discontinue this Agreement if the Supplier's performance is not satisfactory to UNFPA.

4. DELIVERABLES OF THIS AGREEMENT

[PLEASE DESCRIBE THE PRODUCT/SERVICES OF THIS CONTRACT, DELETE IF NOT RELEVANT]

5. AGREEMENT DOCUMENTS

The standard UNFPA General Terms and Conditions for Contracts shall apply to this Agreement, and to subsequent Purchase Orders placed in accordance with the terms stated herein.

The Supplier and UNFPA agree to be bound by the provisions of this Agreement, as well as the following documents, which are incorporated in Annexes:

- Annex I – UNFPA General Terms and Conditions for Contracts: Contracts for the provision of goods and/or services.
- Annex II – [ref. **INDICATE BIDDING DOCUMENT NUMBER**]
- Annex III - The Supplier's bid submission to [ref. **INDICATE BIDDING DOCUMENT NUMBER**], incorporated herein by this reference
- **[Any other attachments to be mentioned here as appropriate]**

This Agreement and its Annexes constitute the entire understanding between and by the Parties concerning the subject matter of the Agreement and supersedes all contemporaneous or prior representations, negotiations and understandings.

6. PRICES AND DISCOUNTS

All prices are in **[CURRENCY]** only. The Supplier shall hold the prices fixed throughout the entire term of this Agreement, including any extension period. Any adjustment or revision shall be agreed by both parties.

Changes to the LTA prices and general discount shall only be made upon agreement and based on written amendment signed by both parties.

The Supplier shall be responsible to apply to the Purchase Orders raised under this Agreement any special offer or discounts (if applicable) which may become effective after the placement of the order and until the delivery is complete. Such discounts shall be reflected in the corresponding invoices. Failure to do so may result in the termination of the Agreement.

By signing this Agreement, the Supplier undertakes not to provide the same **services** under similar circumstances to other customers at a price lower than that offered to UNFPA and stated in this Agreement. Should the Supplier do so, UNFPA will then be offered the new lower price.

In the event of any advantageous technical changes and/or downward pricing of the goods/services during the duration of this Agreement, the Supplier shall notify UNFPA immediately. UNFPA will then consider the impact of any such event and may request an amendment to the Agreement.

In order to mitigate financial risks, should the USD appreciate by more than 10% against the Supplier's preferred currency for more than six months, the Supplier will be requested, during the course of the LTA, to adjust its USD price downward and use, for that purpose, the UN exchange rate. Similarly, should the USD depreciate by more than 10% against the Supplier's preferred currency for more than six months, the Supplier will be permitted to adjust its USD price upward by applying the UN exchange rate. To obtain the monthly UN exchange rate, click this link: <https://treasury.un.org/operationalrates/OperationalRates.aspx> *[This clause is included only in the event that the USD is not the Supplier's preferred currency and this information has been made clear in the respective bid – DELETE AS APPROPRIATE]*

7. NOTICE OF DELAY

In the event of a delay in the delivery time of a Purchase Order, the Supplier shall immediately and not later than one week notify the UNFPA buyer in writing, via email, requesting an extension of the delivery time, clearly stating the nature of the delay (including supporting documentation) and the proposed new delivery time.

The corresponding UNFPA buyer will ascertain the facts and extent of delay, and extend the time for performance when in its judgment the facts justify such an extension. The buyer findings thereon shall be final and conclusive subject only the supplier's right of appeal under the arbitration clause of the contract.

The supplier shall update the new delivery time immediately in the UNFPA Order Tracking System Website: <https://shipping.unfpa.dk>

8. RECEIPT AND CONFIRMATION OF PURCHASE ORDERS

The Supplier shall acknowledge receipt and acceptance of the UNFPA Purchase Order within **three (3) business days** (for non-emergency orders) from the receipt of the UNFPA Purchase Order by acknowledgement of receipt of Purchase Order to UNFPA Buyer (via email, fax or letter).

9. REPORTS

The Supplier shall provide UNFPA with reports upon request on the volume of orders, and sales per country and information in tracking the progress of each order showing production status, expected delivery (FOB) date, pre-shipment inspection date, ETD, ETA, ATD and ATA.

10. SOLVING DISPUTES

In the event of testing results conducted by UNFPA designated independent QCLs, either during pre-shipment or post-shipment testing that are non-conforming to specifications as per indicated pharmacopoeia standards, the Supplier will be required to investigate the discrepancy and provide a report.

In case of non-compliance, either in the quality of the product or appropriate packaging or agreed labeling, the Supplier will be requested to replace the complete batch at Supplier's own cost or reimburse UNFPA as well as and take appropriate actions to eliminate risks to health of users.

11. TERMINATION

Refer Clause No. 20 of GTC.

The initiation of arbitration proceedings in accordance with the settlement of disputes herein shall not be deemed a termination of the Long Term Agreement.

12. PAYMENT AND INVOICING

In order for UNFPA to process payment, the invoice must clearly indicate the relevant Purchase Order Number.

13. CONTACT DETAILS

All invoices and the required shipping documentation shall be sent to following contacts as per above guidelines:

- UNFPA APRO ADDRESS

United Nations Population Fund Asia and Pacific Regional Office (UNFPA APRO)
4th Floor United Nations Service Building, Rajdamnern Nok Avenue,
Bangkok, 10200 Thailand
ATTN: (Name of Buyer)

Please note the following must be mentioned in **ALL** correspondences and invoices sent to UNFPA:

- 1) **PO number**
- 2) **Name of Buyer**

14. CONTACT DETAILS OF SUPPLIER

The contact personnel of the Supplier in relation to this Agreement are as follows:

[NAME OF COMPANY]
[ADDRESS OF COMPANY]
Attn: [NAME OF PERSONNEL]
[JOB TITLE]
Tel: [TEL. NO.]
Fax: [FAX NO.]
E-mail: [EMAIL ADDRESS]

15. SUPPLIER'S PERFORMANCE EVALUATION

Under this Agreement, the Supplier's performance will be monitored and evaluated by UNFPA on half-yearly basis in order to enable the assessment on the effectiveness, efficiency and/or consistency of services provided. The results of the evaluation will be communicated to the Supplier in order to enable the improvements of services. The extension of this Agreement for a maximum of one additional term of one (1) year will take into consideration the results of the performance evaluation. The evaluation will be based but not limited to the following Key Performance Indicators:

- Supplier's responsiveness to the Buyer's RFQ.
- Supplier's responsiveness during the issuance of the Purchase Order.
- Supplier's product quality performance.
- Supplier's document performance.
- Supplier's invoice performance.
- Supplier's resolution performance – complaints.

Key Performance Indicators may be modified and/or added during the validity of this Agreement.

16. UNETHICAL BEHAVIOUR

UNFPA strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNFPA Suppliers. Accordingly, any registered company that is found to have undertaken unethical, unprofessional or fraudulent activities, as defined in Clause 24, will be suspended or forbidden to continue business relations with UNFPA.

17. CORRUPT AND FRAUDULENT PRACTICES

UNFPA requires that all Suppliers observe the highest standard of ethics during procurement and execution of work. Pursuant to this policy, UNFPA defines the terms set forth as follows:

(a) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution of a contract;

(b) Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition.

UNFPA will declare a Supplier ineligible, either indefinitely or for a stated period of time, to be awarded a UNFPA-financed contract/agreement if at any time it determines that the Supplier has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNFPA-financed contract/agreement.

18. TRANSPARENCY

Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the UNFPA Division for Oversight 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.

19. UNFPA ENVIRONMENTAL GOALS

Currently UNFPA is requesting information on environmental policies and other environmental documentation in bids submitted by prospective vendors. In the long run it is UNFPA's intention to incorporate environmental and social criteria considerations into the evaluation process. It is also UNFPA's intention over the long-term to request all suppliers to adhere to Global Compact requirements. Therefore, suppliers should begin to research and subscribe to this agreement. For more information or assistance with signing up for the Global Compact, please contact PSB at procurement@unfpa.org.

20. ZERO TOLERANCE POLICY ON GIFTS AND HOSPITALITY

UNFPA has adopted a zero tolerance policy on gifts and hospitality. In view of this UNFPA personnel is prohibited from accepting any gift, even of a nominal value, including drinks, meals, food products, hospitality, calendars, stationery, transportation, recreational trips to sporting or cultural events, theme parks or offers of holidays, or and any other forms of benefits. The Supplier shall not offer any forms of gifts, hospitality or benefits to UNFPA personnel.

21. VENDOR ELIGIBILITY

During the validity of this Agreement, the Supplier shall inform UNFPA immediately, by written notice to procurement@unfpa.org, if it is debarred by the World Bank or suspended by any UN organization. Failure to fulfill this requirement will be considered as a breach of agreement and UNFPA reserves the rights to consider invalid any purchase orders issued during a suspension/debarment period.

The Supplier agrees to undertake all reasonable efforts to ensure that none of the UNFPA funds received under this Agreement are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNFPA hereunder do not appear on the list stated below.

Suppliers falling in any of the following categories are ineligible for the award of UNFPA business:

- (1) Vendors suspended or removed by the United Nations Procurement Division:
UNFPA subscribes to the suspended or removed vendor list of the United Nations Procurement Division. Vendors that have been suspended or removed by the United Nations Procurement Division are ineligible to do business with UNFPA.
- (2) Vendors declared ineligible by other organizations of the United Nations:
UNFPA adheres to decisions made by other organizations of the United Nations on the ineligibility of vendors for business with that organization of the United Nations if such ineligibility has been disclosed in UNGM. Vendors that have been declared ineligible for business by another organization of the United Nations are ineligible to do business with UNFPA.
- (3) 1267 list:
Persons or entities included on the list of individuals and entities associated with Al-Qaida and/or the Taliban, which is maintained pursuant to United Nations Security Council resolution 1267, are ineligible to do business with UNFPA. No exceptions are permitted.
- (4) World Bank listing of ineligible vendors:
UNFPA may conduct procurement activities with funds granted by the International Development Association or by the International Bank for Reconstruction and Development. In such cases, a Memorandum of Understanding must be signed by UNFPA and the recipient Country. The standard [Memorandum of Understanding](#) prohibits placing any purchase order to any supplier included in the [World Bank Listing of Ineligible Firms](#) and the [World Bank Corporate Procurement Listing of Non-Responsible Vendors](#) without obtaining in advance a written authorization from the funding entity.

22. BID PROTEST

Suppliers perceiving that they have been unjustly treated in connection with the solicitation or award of a contract may lodge a complaint directly to the Chief, Procurement Services Branch at procurement@unfpa.org, who will then make an assessment of the complaint and provide a reply to the Supplier within a week and, if required, advise the Supplier on further recourse.

23. SHARING OF AGREEMENT AMONG UN AGENCIES

By signing this Agreement, the Supplier agrees that UNFPA is free to share this agreement with other UN Agencies for their use in direct ordering under the same prices and conditions as stated in the agreement.

24. PUBLISHING PURCHASE ORDER AWARD INFORMATION

For every Purchase Order, UNFPA shall publish on UNGM (<http://www.ungm.org>) the following information: Purchase Order Reference Number, Description of the Goods or Services procured, Beneficiary Country, Supplier Name and Country, Contract Value and Issue Date of the Purchase Order.

25. INSURANCE

UNFPA will insure the Goods during shipment from the Supplier warehouse to the final destination.

For Goods which UNFPA keeps in stock, the Goods in UNFPA stock are covered by UNFPA insurance. In the event that the Supplier's additional insurance is required, UNFPA will request the Supplier to insure the Goods and UNFPA will pay for the additional insurance costs as soon as the Goods transit into UNFPA's inventory and ownership. The Supplier will be given two (2) months notice in the event that UNFPA wishes to extend insurance coverage of the goods in inventory.

26. SUPPLY COVERAGE

By signing this Agreement, the Supplier agrees to supply the Goods/Services to all the developing countries, least developed countries and transition countries listed in the following link: <http://unstats.un.org/unsd/methods/m49/m49regin.htm#developed>

27. EMBARGO, ECONOMIC AND TRADE PROHIBITED TRANSACTIONS

UNFPA has its programs in developing and transitional countries, including the countries which might be sanctioned or embargoed by the United States Office of Foreign Assets Control (OFAC). The Supplier shall inform UNFPA at the time of bidding, as well as during validity of the LTA its export controls and restrictions pertaining to the OFAC embargo and/or economic and trade prohibited transactions. The Supplier shall provide assistance to UNFPA Procurement Services Branch in delivering the goods and/or services to the OFAC's embargoed countries through a third-party.

28. LIQUIDATED DAMAGES:

In case the Vendor fails to perform under the terms and conditions of the Purchase Order or Long Term Agreement, including but not limited to failure of obtaining necessary export licenses or delivering all the goods by the date or dates of delivery, UNFPA shall without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a. Procure all or part of the goods from other sources, and in that event UNFPA may hold the Vendor responsible for any excess cost occasioned thereby. In exercising such rights UNFPA shall mitigate its damages in good faith;
- b. Refuse to accept delivery of all or parts of the services;
- c. Terminate the Purchase Order or Long Term Agreement;
- d. For late delivery of goods, UNFPA shall claim liquidated damages from the Vendor and deduct 0.5% of the value of the goods pursuant to the Purchase Order per additional day of delay, up to a maximum of 10% of the value of the Purchase Order. The payment or deduction of such liquidated damages shall not relieve the Vendor from any of its other obligations or liabilities pursuant to any current Long Term Agreement or Purchase Order.

**ANNEX 1: GENERAL TERMS AND CONDITIONS FOR CONTRACTS: PROVISION OF
GOODS AND/OR SERVICES**

ANNEX 2: TERMS OF REFERENCE (TOR)
