



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>

Date: 5th October 2021

**REQUEST FOR QUOTATION
 RFQ N° UNFPA/BKK/RFQ/21/006**

Dear Sir/Madam,

UNFPA hereby solicits a quotation for the following service:

The provision of Strategic Social Media Analytics with a view to Strengthening Communications and Advocacy Initiatives, Resource Mobilization and Partnerships

UNFPA requires the provision of *the provision of 'Strategic Social Media Analytics with a view to Strengthening Communications and Advocacy Initiatives, Resource Mobilization and Partnerships'*. Details of the required services and the selection criteria can be found from the below Terms of Reference (TOR).

This Request for Quotation is open to all legally-constituted companies that can provide the requested products/services and have legal capacity to deliver the goods/perform the service 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](#)

II. Service Requirements/Terms of Reference (TOR) as ANNEX II

III. 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°:	+66 2 687 0159
Email address of contact person:	<u>kiatniyomrung@unfpa.org</u>

The deadline for submission of questions is Monday 11th October 2021 at 17:00 hours, Bangkok time. Questions will be answered in writing and shared with all parties as soon as possible after this



IV. 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.

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. UNFPA requests Bidders to submit information on environmental and social policies and any related documentation in their Bid.
11. The record of previous experience or related assignments that are similar to this assignment.
12. Copies of current certificates such as company registration certificate, VAT/Tax Registration Certificate and etc.

- b) Price quotation, to be submitted strictly in accordance with the price quotation form. Please note that 'Partial bid' is not acceptable.

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

V. 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: **Monday 18th October 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/21/006 for 'The provision of Strategic Social Media Analytics with a view to Strengthening Communications and Advocacy Initiatives, Resource Mobilization and Partnerships.** 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.
- 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.

VI. 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

Criteria	[A] Maximum Points	[B] Points attained by the Bidder	[C] Weighting %	[B] x [C] = [D] Total Points
1. Technical approach and methodology – understanding nature and scope of work	100 Technical approach, methodology and level of understanding of the objectives of the project		30%	
2. Implementation (work) plan and management plan	100 Work plan/time scale given in the proposal and its adequacy to meet the project objectives		30%	
3. Experience of the staff members to conduct the assignment	100 Professional experience of the staff that will be employed to the project proving demonstrated expertise in evaluation and related processes (CVs, etc.)		20%	
4. Profile of the company and relevance to the Project.	100 Specific experience and expertise relevant to the assignment and company portfolio (range of clients including UN platforms, etc.)		20%	
GRAND TOTAL ALL CRITERIA	400		100%	

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.



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.

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

VII. Award Criteria

In case of a satisfactory result from the evaluation process, UNFPA intends to award a De Minimis Contracts to the Bidder(s) that obtain the highest total score.

VIII. Right to Vary Requirements at Time of Award

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

IX. Payment Terms

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



X. Fraud and Corruption

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

Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the 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](#).

XI. 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](#).

XII. RFQ Protest

Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a contract may submit a complaint to the UNFPA 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

XIII. Disclaimer

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



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/21/006 The provision of Strategic Social Media Analytics with a view to Strengthening Communications and Advocacy Initiatives, Resource Mobilization and Partnerships
Currency of quotation :	Please specify currency
Delivery charges based on the following 2010 Incoterm:	Choose an item.
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	Description	Number & Description of Staff by Level	Hourly Rate	Hours to be Committed	Total
1. Professional Fees					
Total Professional Fee: Currency to be submitted <ul style="list-style-type: none"> Thai Baht (THB) for companies registered under the laws of the Kingdom of Thailand US dollars (USD) or any other convertible currency for companies registered outside the Kingdom of Thailand <p style="text-align: right;"><i>Total Professional Fees</i></p>					<i>Please specify currency</i>
Total Contract Price: Currency to be submitted <ul style="list-style-type: none"> Thai Baht (THB) for companies registered under the laws of the Kingdom of Thailand US dollars (USD) or any other convertible currency for companies registered outside the Kingdom of Thailand 					<i>Please specify currency</i>

Vendor's Comments:



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NOTE: The table above is provided as a guide to bidders, but there is room for flexibility in computing or outlining the fees/costs associated with bidders' software packages and accompanying customer support services, given that bidders' products may envisage an overall subscription fee that encompasses customer support and other items.

I hereby certify that the company mentioned above, which I am duly authorized to sign for, has reviewed **RFQ UNFPA/BKK/RFQ/21/006 for the 'Provision of Strategic Social Media Analytics with a view to Strengthening Communications and Advocacy Initiatives, Resource Mobilization and Partnerships'** 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	



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**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](#)



ANNEX II
TERMS OF REFERENCE
STRATEGIC SOCIAL MEDIA ANALYTICS WITH A VIEW TO STRENGTHENING COMMUNICATIONS
AND ADVOCACY INITIATIVES, RESOURCE MOBILIZATION AND PARTNERSHIPS

Summary

The Asia and the Pacific Regional Office (APRO) of UNFPA, the United Nations Population Fund, seeks to engage a social media analytics / social and online platforms intelligence company to help APRO strategically mine its social media following, and Twitter platform in particular, with a view to strengthening APRO's regional and country-level communications and advocacy initiatives, resource mobilization and partnerships efforts – recognizing that social media followers and audiences can be tapped selectively and strategically for various levels of collaboration, partnerships and support in this regard.

I. Background

UNFPA, the UN sexual and reproductive health agency, is an international development agency that seeks to deliver a world where every pregnancy is wanted, every childbirth is safe, and every young person's potential is fulfilled. UNFPA's transformative results are the triple zeroes: Zero maternal death, zero unmet need for family planning, and zero gender-based violence and harmful practices against women and girls. UNFPA works to assist countries to implement the Programme of Action of the 1994 International Conference on Population and Development ([ICPD](#)) and the 2030 Sustainable Development Agenda and its Sustainable Development Goals. (See www.unfpa.org and <https://asiapacific.unfpa.org> for more information.)

UNFPA is embarking on a new global Strategic Plan (2022 -2025) and new Regional Programmes including one for Asia and the Pacific, over the same time period. As well, several Country Offices have launched or will be launching new Country Programmes. All of these incorporate communications strategies, including a new UNFPA Asia-Pacific Communications Strategy (2022-2025), that are crucial to enhance the Fund's effectiveness including its partnership-building and fundraising potential by increasing visibility and recognition for its work, as well as helping audiences and both current and potential partners better understand the UNFPA mandate and how it translates into policy advocacy along with demonstrable impact on the ground.

A key component of the ongoing communications strategies has been a global 'master narrative' that all offices are encouraged to embed in all communications activities, materials and products, so that UNFPA can speak with one voice and become better recognized as a leader in its field.

Successful implementation of the global strategy, leading to increased visibility and recognition for UNFPA and its mandate, has been and remains one of the Fund's organizational priorities. All UNFPA offices are expected to implement the strategy, complemented by their own individual communications strategy that stem from the global strategy, which is seen as critical to advancing other priorities including: women's sexual and reproductive health and rights; adolescent and youth rights and choices, including a focus on the girl child; ICPD and its crucial role in helping achieve the 2030 Sustainable Development Agenda and the SDGs.

Social media and online platforms including multimedia websites are critical to effective and impactful communications, with social media audiences a potential treasure trove of partnership and support on a number of fronts.



II. Objectives

Raising the visibility of UNFPA and its programmes, and strongly advocating for the UNFPA mandate to bring about effective policy change at country and regional level, are corporate priorities and key goals of the Fund's global communications and advocacy strategy.

UNFPA APRO is committed to supporting the 22 country offices across Asia-Pacific and the Pacific Sub-Regional Office and strengthening their capacity to implement the global strategy, including by increasing and improving outreach vis-a-vis media and other diverse audiences, partnerships and reporting on UNFPA and its imperatives.

This makes it crucial for UNFPA APRO to further strengthen its own communications platforms, including and especially social media (Twitter, Facebook and Instagram).

APRO deems it essential to mine its Twitter audiences in particular, given the platform's ubiquitous presence across the vast majority of countries in the APRO region along with the platform's global importance, to identify key influentials among them (governments, UN and other development organisations, media, celebrities and other influencers, ordinary individuals who advocate for our mandate, and other entities) with a view to exploring whether these influentials can in turn be transformed into UNFPA APRO partners and supporters on key communications and advocacy campaigns and initiatives. Where these influentials are already partners and supporters, we would seek to strengthen joint initiatives with them in a way that fully utilizes their capacity to support our mandate, harnessing the full potential of social media.

For this, increasingly sophisticated social media analytics are required that help identify such potential partners and supporters, drilling deep into their social media personalities and modalities, areas of interest and followers/circles of influence (including individuals, organizations in the public and private sector, and media) with a view to helping APRO strategize such potential partnerships and put them in action better.

III. Scope of the assignment

The company will be expected to use social analytics, especially Twitter analytics, in a way that transforms this data into sophisticated "social intelligence" which offers the opportunity to tap into and understand APRO's current social platform audiences and help APRO identify new and future audiences as well, with a view to identifying core areas of interest that complement APRO's areas of priority and UNFPA's Three Transformative Results, or Three Zeroes, that remain at the heart of the new Strategic Plan: Zero maternal deaths, zero unmet need for family planning, and zero gender-based violence and other harmful practices against women and girls). As well, there are issues particularly relevant to the Asia-Pacific region, including population ageing and low fertility, that will also be a priority for this work, going forward.

The scope of the assignment can be summarized as below:

- Audience intelligence
- Content optimization
- Community management
- Campaign/s management
- Audience and media targeting and optimization



IV. Estimated duration of the project

The project will run from 13 November 2021 to 12 November 2023 (a two-year period)

V. Expected Outputs/Deliverables

The specific outputs and deliverables for each phase are as follow:

Specific Output / Deliverables	Timeline
Phase 1.	
<ul style="list-style-type: none"> Upon contract exchange, the chosen company will create a UNFPA APRO specific account which will be activated and the on-boarding process will begin where a series of bespoke training sessions will be agreed and scheduled. These will be online, unless otherwise agreed, and will aim to cover an agreed and defined agenda for skill transfer. 	Upon the start of the contract
<ul style="list-style-type: none"> A detailed outline of how the company will work with UNFPA APRO and its social platforms, especially Twitter, to achieve the overall objectives of the assignment. 	Week 1 after the start of the contract
Phase 2.	
<ul style="list-style-type: none"> An operational guide and any necessary training for UNFPA APRO's Communications Unit and other designated staff to understand how the process will work and evolve (within the limits specified below). 	Week 2 after the start of the contract
<ul style="list-style-type: none"> Regular reports that drill deep into audiences and communities, leading to approaches in mining APRO's social media audiences and identifying possible new audiences as well to achieve the objectives stated above. 	From Week 2 onwards after the start of the contract
<ul style="list-style-type: none"> Execution of Implementation plan (detailed in Quotation RFQ No UNFPA:2FBKK:2FRFQ:2F18:2F002) 	From Week 2 onwards after the start of the contract
Phase 3.	
<ul style="list-style-type: none"> UNFPA APRO will have access to a dedicated Account Manager or equivalent designation / team during the whole of the Contract Term and this relationship will ensure UNFPA APRO is able to get prompt responses to any queries whilst having a main point of contact at the company chosen. 	Upon the start of the contract until the end of the contract
<ul style="list-style-type: none"> Support can be provided by phone or email during standard office hours, or at mutually agreed-upon times as necessary. During the first month of the Contract the company's account manager and UNFPA APRO's team will draw up a plan to achieve the objectives listed in this proposal in line with the on-boarding sessions. The account manager assigned to UNFPA APRO and a designated UNFPA APRO point of contact (or more than one) 	Upon the start of the contract until the end of the contract



will have quarterly check-ins to discuss the objectives and progress of the agreed outcomes/deliverables.	
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Methodology/technical approach to conduct this work

Full access to the company's products and platforms dedicated to UNFPA APRO's account:

(i) Company intelligence and analysis

- An agreed-upon number of active reports and videoconference consultations and in-person consultations on issues and topics of interest or concern to UNFPA APRO, including communications and advocacy campaigns and initiatives
- On-boarding/Training + Account Manager/s + an agreed-upon number of hours per month of dedicated work

(ii) Dedicated service

- Senior / advanced company expert or manager
- Twitter and other social platforms as relevant
- Provide quarterly reports and insights on how to increase engagement and following on social media channels, particularly on Twitter
- Community Management tools for a specified number of social media handles
- Unlimited Twitter and other social platforms' intersection and affinity reports

VI. Input

UNFPA Input

The overall project and technical implementation requires collaborative engagement and flexibility from all parties. Regular status meetings and collaborative problem-solving are expected as part of the engagement.

The contractor will engage primarily with the Regional Communications Advisor and the Regional Communications and Resource Mobilisation Specialist, both of whom will work closely with/supervise the contractor) at UNFPA APRO. It is also expected that the contractor will engage from time to time with other UNFPA staff and external partners and stakeholders as required under the coordination of UNFPA APRO.

Throughout the preparation process, the contractor and the UNFPA Regional Office will engage in periodic meetings, which may be complemented by email exchanges and discussions between the contractor and UNFPA APRO on scope of the project, clarification of deliverables, etc.

Contribution from UNFPA/the Beneficiary

UNFPA will provide access to the Communications & Resource Mobilization Specialist and the Communications Programme Assistant.



VII. Contractor Requirement

- **Company's corporate profile:** 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.

Profile of the service provider

- Must be a registered company with a corporate bank account
- Must have a team that can successfully handle highly sophisticated social media data analytics and intelligence / marketing strategy / the latest developments in social media platforms / etc.;

Experience and Expertise:

- The service provider should ideally hold a minimum of **5** years of proven experience in social media data analytics and intelligence / social media marketing strategy consultation service (with requisite references alongside);
- Familiarity with working with UN agencies, including UNFPA, is an advantage.
- **Contribution from the Contractor:** The Contractor is solely responsible for the quality and timely completion of all tasks and deliverables defined by these Terms of Reference.

VI. Copyright

Copyrights of all final products including initiatives and campaigns supported shall be the sole 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.



**ANNEX III
 TEMPLATE
 CONTRACT FOR DE MINIMIS SERVICES
 CONTRACT N° UNFPA/CCC/PSC/YY/NNN**

This Contract is entered into between the United Nations Population Fund, a subsidiary organ of the General Assembly of the United Nations (“UN”) in terms of Article 22 of the UN Charter, with its Headquarters at 605 Third Avenue, New York, NY 10158, USA (the “UNFPA”) and [Name of Contractor], a [Type of entity] organized under the laws of [Country], (the “Contractor”). In consideration of the promises contained in this Contract and subject to the UNFPA General Conditions of Contract: De Minimis Contracts, hereby incorporated into this Contract and attached as Annex A (the “UNFPA General Conditions”), the Parties agree as follows:

**ARTICLE 1
 CONTRACT TERM**

This Contract shall enter into force on the date of the last signature affixed by the Parties (the “Commencement Date”) and shall remain in force for [Number of years] years, starting from the Commencement Date.

**ARTICLE 2
 SERVICES**

The Contractor shall perform services as specified in the Terms of reference (the “TOR”) attached as Annex B and hereby incorporated into this Contract (the “Services”).

**ARTICLE 3
 PAYMENT AND FEE**

- 3.1 In full consideration for the complete, satisfactory and timely performance of the Services under this Contract, UNFPA shall pay the Contractor the fee of [Insert currency & amount in figures and in words] (the “Fee”).

The Fee will be paid to the Contractor according to the following payment schedule:

PAYMENT DUE DATE	PAYMENT AMOUNT	BALANCE

- 3.2 UNFPA shall effect payments to the Contractor within thirty (30) days after the UNFPA's receipt and acceptance of the Contractor's invoice and complete set of supporting documentation where applicable. Payment by UNFPA shall be made to the Contractor's following bank account:

Account name:	
Bank Address:	



Acct Number:	
ABA Number:	
BIC (Swift address):	

ARTICLE 4 LIABILITY

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.

ARTICLE 5 SPECIAL CONDITIONS

5.1 No special conditions shall apply.

ARTICLE 6 SECURITY

- 6.1 The Contractor shall be fully responsible for the safety and security of its officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "Personnel") and for the safekeeping of all assets, equipment and supplies in the custody of the Contractor or its Personnel.
- 6.2 The Contractor shall:
- 6.2.1 Put in place and maintain its own security plan, taking into account the security situation in the country where the Services are being provided;
 - 6.2.2 Assume all risks and liabilities related to the Contractor's security, assets entrusted to it by UNFPA and the full implementation of its own security plan.
- 6.3 The Contractor and its Personnel are neither subject to, nor obliged to adhere to the United Nations Security Management policies and procedures, except insofar as they relate to the utilization of UNFPA's assets, equipment and supplies, or as required to perform the Services under this Contract.
- 6.4 UNFPA may lend reasonable assistance, when possible and to the extent feasible, to the Contractor and its Personnel. Any travel or financial assistance provided shall be on a space-available and reimbursable basis.
- 6.5 UNFPA may, at its sole discretion, consent to the inclusion of the Contractor and its Personnel in the UNFPA security plan to the extent that it applies within the country where the Services are being provided on the same terms that are offered to implementing partners of UNFPA. Notwithstanding this provision, the Contractor acknowledges and agrees that the UNFPA shall have no obligation to evacuate the Contractor's Personnel from the country where the Services are being provided in case of emergency or due to security developments.



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6.6 Notwithstanding the foregoing, the Contractor acknowledges and agrees that the UNFPA shall not be liable to the Contractor, or its Personnel, in connection with the provision, or failure to provide, any security assistance pursuant to this Article 6.1, or otherwise, and the Contractor shall indemnify, defend, hold and save harmless the UNFPA and its officials, employees and agents from and against any claim or liability of any nature arising in respect of any safety or security related incident, including without limitation, the death, injury or illness of any personnel, or the loss, damage, destruction, sabotage or theft of any assets, equipment or supplies in the custody of the Contractor or its Personnel. The foregoing indemnity is without prejudice to any other indemnity provided by the Contractor, or any other rights or remedies of the UNFPA, under this Contract.

6.7 Upon the Contractor's request, UNFPA may provide security advisory information to the Contractor.

IN WITNESS WHEREOF, the authorized representatives of the Parties have signed this Contract on the dates set forth below:

For UNFPA		For Contractor	
Signature		Signature	
Name:		Name:	
Title		Title	
Date:		Date:	

(N.B. Each page of the contract is to be initialed)



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.

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