

SECTION VII – ANNEX A: LONG TERM AGREEMENT TEMPLATE



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

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

As stipulated in the attached document

UNFPA GENERAL TERMS AND CONDITIONS FOR CONTRACTS: PROVISION OF GOODS AND/OR SERVICES (ANNEX 1) & REQUEST FOR PROPOSAL (RFP) AND TERMS OF REFERENCE (ANNEX 2) & THE SUPPLIER'S BID SUBMISSION TO THE RFP ATTACHED APPLY & LTA TEMPLATE Vendor Number: XXX QUERIES TO: <i>Name</i> <i>Email</i>	Signature Name, Title, UNFPA APRO
	Signature Name, Title, Company.

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Long Term Agreement No. xxxx – Company name

Validity : *From xxx To xxx*
Payment Currency : *THB*
Payment Terms : *Net 30 days*

Videography Service

Item	Hourly rate (Please specify Currency)	Half-day rate (Please specify Currency)	Daily Rate (Please specify Currency)	Remark
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				
Professional Fee including the equipment.				
1. Pre-Production				
2. Production				
3. Post-production				
4. Other (please specify)				

Photography Service

Item 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	Hourly rate (Please specify Currency)	Half-day rate (Please specify Currency)	Daily Rate (Please specify Currency)	Remark
Professional Fee including the equipment. 1. Pre-Production				
2. Production				
3. Post-production				
4. Other (please specify)				

Travel expenses for the assignment located outside Bangkok

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

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

Outputs/deliverables

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

The deliverables will be various, but may include:

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

Activities

Activities are likely to include, but not limited to:

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

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 – LTA Item List and Prices
- The Supplier's bid submission to [ref. **INDICATE BIDDING DOCUMENT NUMBER**], incorporated herein by this reference

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.

7. 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).

8. REPORTS

The Supplier shall provide UNFPA with reports upon request on the volume of orders.

9. 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.

10. 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.

11. PAYMENT AND INVOICING

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

The payment of invoices under this Agreement will be made by UNFPA as per the defined payment terms subject to UNFPA receiving both the final invoice.

12. CONTACT DETAILS

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

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

Please note that following must be mentioned in **ALL** correspondences and invoice sent to UNFPA:

- 1) PO number
- 2) Name of Buyer

13. 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]

14. SUPPLIER'S PERFORMANCE EVALUATION

Under this Agreement, the Supplier's performance will be monitored and evaluated by UNFPA on 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 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 supplychain@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.

22. 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.

23. 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.

24. 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.

25. 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>

26. 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.

27. 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)
