



Midtermolen 3, P.O. Box 2530
2100 Copenhagen, Denmark
Fax: +45 3546-7018
Telephone: +45 3546-7362
Email: tongxin@unfpa.org
Website: www.unfpa.org

Friday, March 9th, 2012

REQUEST FOR PROPOSAL (RFP) RFP No. UNFPA/CPH/12/018

Long Term Agreement for Public Relations Firm to Further UNFPA's Mandate through Enhanced Global Visibility of its Value as Development Partner

1. UNFPA, United Nations Population Fund, an international development agency, is seeking qualified offers for the above-mentioned services/works. Your company is kindly invited to submit your best technical and financial offer for the requested services/works. Your bid could form the basis for a Long Term Agreement between your firm/institution and the UNFPA.

UNFPA wishes to award a Long Term Agreement with an initial duration of 3 years, with the possibility of extension to one more year, with firms/institutions for the above-mentioned services.

2. UNFPA posts all bids notices, clarifications and results in www.unfpa.org.
3. To enable you to submit a bid, please read the following attached documents carefully:

• Instructions to Bidders	Annex I
• Terms of Reference (ToR)	Annex II
• Bid Submission Form	Annex III
• Bidders Identification Form	Annex IV
• Format of Bidder's Previous Experience and Clients	Annex V
• Technical Bid	Annex VI
• Price Schedule Form	Annex VII
• UNFPA General Terms and Conditions	Annex VIII
• Completed Checklist on General Terms and Conditions	Annex IX
• Template for Long Term Agreements	Annex X

4. The technical bid containing the technical information shall be submitted separately from the financial bid.
5. The bid shall reach UNFPA's reception no later than **Friday, March 23rd, 2012, 5:00 PM (GMT+1)**. The bid shall be opened on **Monday, March 26th, 2012, 2:00 PM (GMT+1)** at the office of UNFPA.
6. Bids received after the stipulated date and time shall not be accepted under any circumstances.



7. Interested bidders shall acknowledge receipt of this RFP and indicate a bid shall be submitted by email to **Zhang Tongxin** at tongxin@unfpa.org later than **Friday, March 16th, 2012**. The email shall provide company name, telephone number and contact person.

8. Any questions relating to the attached documents shall be addressed in writing following the instructions included in Annex I-Instructions to Bidders. Do not submit your bid to the contact there indicated, or your bid will be disqualified.

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

Yours sincerely,

Zhang Tongxin

Odwyerpr.com

Table of Contents

ANNEX I - INSTRUCTIONS TO BIDDERS	4
A. Introduction.....	4
1. General.....	4
2. Cost of Bid	4
B. Solicitation Documents	4
3. UNFPA Bid Document.....	4
4. Clarifications of Solicitation Document	4
5. Amendments of UNFPA Bid Solicitation Document	4
C. Preparation of bids.....	4
6. Language of the Bid.....	4
7. Bid Currency and Prices.....	5
8. Conversion to Single Currency	5
9. Validity of Bid	5
D. Submission of Bids.....	5
10. Documents Establishing Eligibility of Goods and Services and Conformity to Bidding Documents	5
10.1. Technical Bid.....	5
10.2. Financial Bid	5
11. Partial Bids.....	6
12. Sealing and Marking of Bids	6
12.1 Hard Copy Submissions.....	6
12.2 Electronic Submissions	6
13. Deadline for Submission of Bid and Late Bids	7
14. Modification and Withdrawal of Bids.....	7
15. Storage of Bids	7
E. Bid Opening and Evaluation.....	7
16. Bid Opening	7
17. Clarification of Bids.....	8
18. Preliminary Examination of Bids	8
19. Evaluation of Bids	8
19.1 Technical Evaluation	8
19.2 Financial Evaluation	9
19.3 Total Score	10
F. Award of Long Term Agreement and Final Considerations	10
20. Award of Contract	10
21. Rejection of Bids and Annulments	10
22. Right to Vary Requirements at Time of Award.....	10
23. Signing of the Long Term Agreement.....	10
24. Payment Provisions.....	11
25. Transparency and Accountability	11
ANNEX II: Terms of Reference (TOR)	12
ANNEX III: Bid Submission Form	16
ANNEX IV: Bidders Identification Form.....	17
ANNEX V: Format of Bidder’s Previous Experience and Clients	18
ANNEX VI: Technical Bid	19
ANNEX VII: Price Schedule Form.....	20
ANNEX VIII: UNFPA General Terms and Conditions for Contracts.....	21
ANNEX IX: Checklist on Terms and Conditions	30
Name and title	30
ANNEX X: Template of the Long Term Agreement	31
As stipulated in the attached document	31

ANNEX I - INSTRUCTIONS TO BIDDERS

A. Introduction

1. General

This bid is open to all national and international suppliers who are legally constituted, can provide the requested services/works, and have a valid registration in the country, or through an authorized representative.

Bidders should not have been engaged, directly or indirectly, in the preparation of any part of this RFP document or Annexes.

Bidders may not be on any United Nations and/or World Bank suspended or banned vendors list.

2. Cost of Bid

The bidder shall bear all costs including any related travel associated with the preparation and submission of the bid, nor can it be included as a direct cost of the assignment. UNFPA shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. UNFPA Bid Document

This RFP document is posted at the United Nations Global Marketplace (UNGM) in www.ungm.org. Bidders are expected to examine all instructions, forms, specifications, terms and conditions contained in the bid solicitation documents issued by UNFPA. Failure to comply with these documents shall be at the bidder's risk and may affect the evaluation of the bids.

4. Clarifications of Solicitation Document

A prospective bidder requiring any clarification on the RFP may notify **Zhang Tongxin** at UNFPA's Procurement Service Branch at tongxin@unfpa.org, in writing no later than **Friday, March 16th, 2012 at 5:00 PM (GMT+1)**. UNFPA shall respond to any request for clarification received and post its response in UNGM should it be relevant to all bidders, including an explanation of the query but without identifying the source of enquiry.

5. Amendments of UNFPA Bid Solicitation Document

At any time prior to the deadline for submission of proposals, UNFPA may, for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

All prospective bidders that have confirmed to bid shall periodically check if amendments have been posted to the bidding documents in UNGM. In order to give prospective bidders reasonable time to take the amendments into account in preparing their bids, UNFPA, may at its discretion, extend the deadline for the submission of bids.

C. Preparation of bids

6. Language of the Bid

The bid prepared by the bidder and all correspondence and documents relating to the Bid shall be written in English.

7. Bid Currency and Prices

All prices shall be quoted in US dollars (USD) or any other convertible currency. The bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods or services it proposes to supply under the Agreement.

8. Conversion to Single Currency

To facilitate evaluation and comparison, the buyer will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to USD at the official UN exchange rate on the last day for submission of bids.

9. Validity of Bid

The prices of the bid shall be valid for 90 days after the closing date of bid submission as specified by UNFPA. A proposal valid for a shorter period will be rejected by UNFPA as non-responsive. UNFPA may solicit the bidder's consent for an extension of the period of validity under exceptional circumstances.

D. Submission of Bids

10. Documents Establishing Eligibility of Goods and Services and Conformity to Bidding Documents

For UNFPA's acceptance of the Bid, the Bidder must furnish documentary evidence of all items listed in Annex I Instructions to Bidders, Evaluation and Award of Contract, Evaluation Criteria, Evaluation Criteria and Information.

A bid shall consist of two parts: the technical and the financial bid. The technical bid containing the technical specifications for **services/works** and the financial bid containing price information shall be submitted separately in two different envelopes.

10.1. Technical Bid

For UNFPA's acceptance of the bid, the bidder should furnish documentary evidence of:

- a. Completed and signed Bid Submission Form (according to Annex III, word document)
- b. Completed Bidders Identification Form (according to Annex IV, word document)
- c. Copy of last audited financial statements
- d. Bidder's previous experience and clients (according to Annex V, word document)
- e. Technical bid, including documentation to demonstrate that the bidder meets all requirements. The technical bid should be concisely presented and structured to include but not necessarily be limited to the information listed in Annex VI.
- f. Completed Checklist on General Terms and Conditions (according to Annex IX, word doc)

10.2. Financial Bid

Please complete the Price Schedule Form (Annex VII in Excel format). Your separate financial bid must contain a quotation in a single currency, itemizing all services to be provided.

Please consider the following information when completing the Price Schedule Form:

- The Price Schedule must provide a detailed cost breakdown, as shown in Annex VII.
- UNFPA anticipates awarding the project on a fixed price basis. In order to complete an analysis of the proposed prices, firms are required to submit itemized pricing. Anticipated out of pocket expenses should be detailed as well.



- All prices/rates quoted must be exclusive of all taxes, since UNFPA is exempt from taxes.
- Submit this financial bid in a separate envelope from the rest of the RFP technical bid.

Failure to furnish all the information required for submission of a bid which does not substantially respond to the UNFPA bid document in every respect shall be at the bidder's risk and may result in a rejection of the bid.

11. Partial Bids

Partial bids are not allowed under this RFP.

12. Sealing and Marking of Bids

12.1 Hard Copy Submissions

For submitting the technical and financial bid in hard copies, with a two envelope system:

Your bid shall be prepared and marked as "original".

The **Outer Envelope** must be clearly marked with the following information:

UNITED NATIONS POPULATION FUND (UNFPA)
Midtermolen 3, P.O. Box 2530
2100 Copenhagen O,
Denmark

RFP UNFPA/CPH/12/018
Attention: Zhang Tongxin
"OPEN BY AUTHORISED UNFPA PERSONNEL"

The **Inner Envelopes** must be clearly marked with the following information:

UNITED NATIONS POPULATION FUND (UNFPA)
Midtermolen 3, 2100 Copenhagen O, Denmark
Submission 1 of 2: RFP UNFPA/CPH/12/018, Company name,
Technical Bid

UNITED NATIONS POPULATION FUND (UNFPA)
Midtermolen 3, 2100 Copenhagen O, Denmark
Submission 1 of 2: RFP UNFPA/CPH/12/018, Company name,
Financial Bid

If the outer envelope is not securely closed and marked as required, UNFPA shall assume no responsibility for the bid's misplacement or premature opening.

12.2 Electronic Submissions

Please note the following guidelines for **electronic submissions**:

Bidders shall make clear reference to the specific proposal in the subject field as instructed, otherwise proposals may be rejected. Clearly specify in the subject: **RFP No. UNFPA/CPH/12/018, [...insert company name...]** and specify “Technical Proposal” or “Financial Proposal” in the subject field. i.e:

Submission 1 of 2: “UNFPA/CPH/12/018, [...insert company name...], Technical Proposal”

Submission 2 of 2: “UNFPA/CPH/12/018, [...insert company name...], Financial Proposal”

The Proposal shall be submitted in one email to bidtender@unfpa.dk. Proposals received at the bidtender@unfpa.dk mailbox are kept undisclosed and shall not be opened before the scheduled opening date.

The total E-mail submission shall not exceed **10 MB (This limit should include E-mail body, encoded attachments and headers)**. Where the technical details are in large electronic files, it is recommended that these shall be sent separately before the deadline. It shall be the Bidder’s responsibility to ensure that Bids sent by e-mail are received by the deadline. All Bidders shall receive an auto-reply acknowledging the receipt of their email.

Bidders shall not receive responses to questions sent to bidtender@unfpa.dk since it is a secure mailbox.

13. Deadline for Submission of Bid and Late Bids

Bids must be delivered to the office on or before the date and time specified in this RFP.

UNFPA may, under special and exceptional circumstances, extend this deadline for the submission of the bids and such changes shall be notified on UNGM before the expiration of the original period.

Any proposal received by UNFPA after the deadline for submission of bids shall be rejected. UNFPA shall not be legally responsible for bids that arrive late due to the bidder’s problems with the courier company.

14. Modification and Withdrawal of Bids

The bidder may withdraw its bid after submission, provided that written notice of the withdrawal is received by UNFPA prior to the deadline for submission. No bid may be modified after passing of the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity.

15. Storage of Bids

Proposals received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified bid opening date stated in the UNFPA’s bid solicitation document.

E. Bid Opening and Evaluation

16. Bid Opening

UNFPA shall open all bids in the presence of two witnesses. There shall be separate openings for technical and financial bids. The bidders’ names and submitted documents shall be announced at the technical bid opening.

After the technical evaluation has been made, the financial proposals can be opened. During the financial bid opening, the bidders' names and the prices stated in the financial bid shall be announced.

No bids shall be rejected at the bid opening, except for late bids.

17. Clarification of Bids

To assist in the examination, evaluation and comparison of bids, UNFPA may ask bidders for clarification of their bids. The request for clarification and the response shall be in writing by UNFPA and no change in price or substance of the proposal shall be sought, offered or permitted.

18. Preliminary Examination of Bids

UNFPA shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents are properly signed and whether the proposals are generally in order.

Prior to the detailed evaluation, the Buyer will determine the substantial responsiveness of each bid to the RFP in a preliminary examination. For purposes of these clauses, a substantially responsive bid is one that conforms to all the terms and conditions of the RFP without material deviations. The Buyer's determination of a bid's responsiveness is based on the contents of the bid itself without recourse to extrinsic evidence.

A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity.

Arithmetical errors shall be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its proposal shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

19. Evaluation of Bids

The evaluation of the proposals received will be carried out in a two-fold process; the first will be the technical capabilities to meet the requirements of Annex II Terms of Reference, and the second will be the cost of the services.

Bidders should secure a 70% score from the technical evaluation in order to be considered for Financial and Final Evaluation.

Determination of compliance with the solicitation documents is based on the content of the Bid itself with recourse to extrinsic evidence.

19.1 Technical Evaluation

The technical proposal is evaluated on the basis of its responsiveness to the requirements outlined in the Terms of Reference shown in Annex II using the scheme given below:

Criteria	[A] Maximum Points	[B] Points attained by the bidder	[C] Weighting %	[B] x [C] = [D] Total Points
----------	--------------------------	--	-----------------------	------------------------------------

	Criteria	[A] Maximum Points	[B] Points attained by the bidder	[C] Weighting %	[B] x [C] = [D] Total Points
(a)	Competence of service provider and project staff	100		30%	
(b)	Proposed deliverables, approach, and compliance with TORs including the quality of proposed key project members and adequacy of allocated time	100		25%	
(c)	Demonstrated performance of service provider and project staff	100		30%	
(d)	Ability to provide satisfactory client service and deliver quality on time and budget	100		15%	
Grand Total of All Criterion		400		100%	

Scoring Scale

Evaluated Criteria	Supporting Evidences	Scoring Scale	Example out of 100
Excellent	Excellent evidence of ability to exceed requirements	100%	100
Good	Good evidence of ability to exceed requirements	90%	90
Satisfactory	Satisfactory/acceptable evidence of ability to support requirements	70%	70
Poor	Marginally acceptable evidence of ability to support requirements	40%	40
Very Poor	Lack of evidence to demonstrate ability to comply with requirements	10%	10
No Submission	Information has not been submitted or is unacceptable	0%	0

19.2 Financial Evaluation

Bidders should secure 70% from the technical evaluation in order to pass to the financial and final evaluation. Proposals failing to obtain this minimum threshold will not be eligible for further consideration.

The financial bid is evaluated on the basis of its responsiveness to the Price Schedule Form (Annex VII). The maximum number of points for the price bid is 100. This maximum number of points will be allocated to the lowest price. All other proposals will receive points in inverse proportion according to the following formula:

This maximum number of points will be allocated to the lowest price.

Financial Evaluation Criteria	Score
a. Lowest Bid	100



All other proposals will receive points in inverse proportion according to the following formula:

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

19.3 Total Score

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

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

F. Award of Long Term Agreement and Final Considerations

20. Award of Contract

UNFPA shall award a Long Term Agreement to the firm who secures the highest combined (total) scores.

21. Rejection of Bids and Annulments

UNFPA reserves the right to reject any bid if the bidder has previously failed to perform properly or complete on time in accordance with contracts or if the bidder from UNFPA's perspective is not in a position to perform services required in the agreement.

A bid that is rejected by UNFPA may not be made responsive by the bidder by correction of the non-conformity. A responsive bid is defined as one that conforms to all the terms and conditions of the UNFPA's solicitation documents without material deviations. UNFPA shall determine the responsiveness of each bid with the UNFPA's bid solicitation documents.

UNFPA reserves the right to annul the solicitation process and reject all bids at any time prior to award of the Long Term Agreement without thereby incurring any liability to the affected bidder(s) or any obligation to provide information on the grounds for the buyer's action.

The bidders waive all rights to appeal against the decision made by UNFPA.

22. Right to Vary Requirements at Time of Award

UNFPA reserves the right at the time of award of the Long Term Agreement to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

23. Signing of the Long Term Agreement

The buyer shall send the successful bidder the Long Term Agreement, which constitutes the Notification of Award. This will also be posted on the UNGM website. The successful bidder shall sign and date the LTA, and return it to UNFPA within seven calendar days of receipt of the Long Term Agreement.

The Long Term Agreements will be established between the successful bidder and UNFPA to allow UNFPA to contract the provision of the specified services. The resultant Agreement represent an offer on the part of the successful bidder to provide UNFPA with services, for the prices agreed and under the Terms and Conditions detailed for the duration of the Agreement. These Agreements will



not be considered as contracts in their selves, nor oblige UNFPA to any financial commitment whatsoever. Only Purchase Orders made pursuant to such Agreements will constitute a commitment on UNFPA's part.

UNFPA reserves the right to discontinue the Agreements if the Contractors' performance is not satisfactory to UNFPA.

All prices shall be in USD only. The Long Term Agreement holders shall hold the prices fixed and not subject to change throughout the validity of the Agreements. The Long Term Agreement holders shall be responsible to apply to the Purchase Orders issued under the Agreements any special offer or discounts (if applicable) which may become effective at the time of fulfilling the order. Such discounts shall be reflected in the corresponding invoices.

24. Payment Provisions

UNFPA's policy is to pay for the performance of contractual services rendered or to effect payment upon the achievement of specific milestones described in the Agreement. UNFPA's policy is not to grant advance payments except in unusual situations where the potential contractor, whether a private firm, NGO or a government or other entity, specifies in the bid that there are special circumstances warranting an advance payment. UNFPA will normally require a bank guarantee or other suitable security arrangement.

Any request for an advance payment is to be justified and documented, and must be submitted with the financial bid. The justification shall explain the need for the advance payment, itemize the amount requested and provide a time schedule for utilization of said amount. Information about your financial status must be submitted, such as audited financial statements at 31 December of the previous year and include this documentation with your financial bid. Further information may be requested by UNFPA at the time of finalizing contract negotiations with the awarded bidder.

25. Transparency and Accountability

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, transportation, and any other forms of benefits. Vendors are therefore requested not to send gifts or offer hospitality to UNFPA personnel.

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

ANNEX II: Terms of Reference (TOR)

Terms of Reference for Public Relations Firm to Further UNFPA's Mandate through Enhanced Global Visibility of its Value as Development Partner In 2012, 2013 and 2014

a) Background of the assignment

A new Executive Director started his leadership of UNFPA in January 2011, and he has taken seriously donors' recommendations that UNFPA must be significantly more visible in order to further its mandate that was determined by the International Conference on Population and Development (ICPD). With a new Strategic Plan, Business Plan and Communications Strategy, the Fund will also want to be more visible in showcasing the development successes it is contributing to and to its donor base.

Based on these considerations and the competition among development organizations over declining resources, the UNFPA Executive Director has decided that it was imperative for UNFPA to become more aggressive in promoting its mandate through the major global print, broadcast and digital media. This particularly includes some media in the United States and in Western Europe. (See **Appendix I** for a list of countries and media).

To achieve this, UNFPA wants to retain the services of a global Public Relations firm that would provide it with additional support to get its messages out and significantly enhance its visibility through major media outlets in North America as well as in Western and Northern Europe.

b) The scope of the service going to be procured

The public relations firm would provide UNFPA with a wide scope of media support, including, but not limited to:

1. Placement of UNFPA's and the Executive Director's messages, stories and features in major print and broadcast media, such as *The New York Times*, *The Financial Times*, *Wall Street Journal*, *Le Monde*, *Le Figaro*, *De Volkskrant*, *Radio Nederlands*, *Le Soir*, *Times of London*, *The Guardian*, *The Independent*, *El Pais*, *El Mundo*, *La Repubblica*, *Christian Science Monitor*, *TIME*, *Der Spiegel*, *CBS*, *ABC*, *PBS*, *NBC*, *TV5* news and programmes, *NPR*, *ITN*, *SKY*, *CNN domestic and International*; *BBC*, *France24*, *Deutsche Welle* Radio and TV, etc.
2. Get influential bloggers to write about UNFPA, the Executive Director, population, reproductive health care, family planning, maternal health and young people.
3. Organize meetings for the Executive Director with editorial boards of major print and broadcast media, which should result in coverage. Draft editorial memos and letters to editors around issues related to youth, family planning, reproductive and maternal health, ageing, etc.
4. Draft and place UNFPA features, opinion pieces, Op-eds and stories in major media outlets in the locations listed in Appendix I, mentioned above. These should include stories on the concrete work UNFPA does in the field.

5. Monitor current news, events and media editorial calendars to identify opportunities that UNFPA can use to promote its mandate, its work, and population and reproductive health issues, including family planning. (See **Appendix II** for 2012 milestones)
6. Disseminate UNFPA press materials to key media outlets and follow-up to ensure placement or broadcast in top-tier and popular high-quality outlets in print, broadcast and digital media.
7. Suggest and organize media missions to report on UNFPA-supported programmes in developing countries.
8. Support UNFPA in dealing with any traditional and digital communications needs during reputation-related crises or instances of misinformation. This could include strategic advice, drafting and placement of messages.
9. Organize and stage launches of *The State of World Population* report in London and maximize coverage of its content.
10. Generate substantive coverage in the lead-up to, and during, a special event scheduled to be held in London in July 2012.
11. Set up media encounters with the Executive Director and secure coverage during his visits to countries included in **Appendix I**.

c) Deliverables expected from the vendor (Contractor)

The public relations firm is expected to deliver the following outcomes during its contractual period:

- 1—Placing at least 10 unique op-eds each year by the Executive Director in targeted media.
- 2—Organizing at least 15 interviews each year (excluding spikes during special events or report launches) for the Executive Director in the targeted media, including at least 15 appearances each year (excluding spikes during special events or launches) on targeted major television programmes or news reports.

d) Timeframes applicable on each deliverable

e) The PR firm would incur all costs that could result from achieving the above-mentioned results, including travel for assignments.

f) Reporting requirements

The public relations firm should present to the Chief of UNFPA's Media and Communications Branch monthly reports on the progress of its activities. Meetings with members of UNFPA's Media and Communications Branch should also be held each month.

g) Key performance indicators

Significantly higher visibility of UNFPA in major media based in the United States, Western and Northern Europe through placement of news reports and features on UNFPA, op-eds and interviews in top-tier, high-circulation and quality print, broadcast and digital media.

Annex II – Appendix I

Media in Europe, United States, etc

Media and Countries where significantly more news and editorial coverage are required include (but not limited to):

- **The Netherlands:** *De Telegraaf, Algemeen Dagblad, de Volkskrant, NRC Handelsblad, Radio Netherlands, BNR (Business News Radio), Nederland 2*
- **Sweden:** *Dagens Nyheter, Göteborgs-Posten, Sydsvenskan, Dagens Industri, Dagen, Sveriges Radio, Sveriges Television*
- **Norway:** *VG, Dagbladet, Dagsavisen, Vårt Land*
- **Denmark:** *Morgenavisen, Jyllands-Posten, Politiken, Berlingske Tidende, Weekendavisen*
- **United States:** *The Washington Post, The New York Times, National Public Radio, Associated Press, PBS, Voice of America, MSNBC, CNN and CNN International, BBC, Voice of America, Reuters TV, APTV, Lehrer NewsHour, Univision, Telemundo*
- **Japan:** *Yomiuri Shimbun, Nippon Television, Asahi Shimbun*
- **Finland:** *Sanoma News, Alma Media outlets*
- **U.K.** *The Guardian, BBC, ITN, SKY News, The Independent, The Times, The Financial Times, The Daily Telegraph, Al Jazeera International, Reuters.*
- **France:** *Le Monde, Le Figaro, France 24, RFI, TV5, Le Parisien*
- **Spain:** *El País, El Mundo*
- **Germany:** *Die Welt, Süddeutsche Zeitung, FAZ, Deutsche Welle Radio & TV*
- **Italy:** *La Repubblica, Corriere Della Sera, RAI.*
- **Republic of Korea:** *Hankuk Ilbo, Chosum Ilbo, Dong-A Ilbo, Korean Herald.*

ANNEX II – Appendix II

Tentative 2012 Selected Milestones
(Will be Updated in 2013 and 2014)

April

23-27: The 45th session of [Commission on Population and Development](#) (CPD). Theme: “Adolescents and Youth”.

May

15: New Maternal Death figures from the United Nations.

24-25: 5th International Parliamentarians’ Conference on the Implementation of the ICPD Programme of Action (Istanbul)

June

8: The 2012 United Nations Population Award Ceremony (New York)

20-22: [Rio+20, the Environment and Development Conference](#) (Brazil)

July

World Population Day, with special high-level meeting in London, in addition to coverage ahead of and after that meeting

22-27: 19th [International AIDS Conference](#) (Washington, D.C.)

August

12: International Youth Day

October

1: International Day of Older Persons: Launch of the first report on Older Persons (Geneva or New York)

7-12: FIGO -- International Federation of Gynaecology and Obstetrics Congress

11: International Day of the Girl Child, with a special event on Child Marriage at the United Nations.

November

15-17: ISOFS -- *International Society of Fistula Surgeons* Conference, Bangladesh.

Launch of State of World Population report in London and Paris.

December

1: World AIDS Day

Pitching the Executive Director and placement of op-eds in preparation for the Davos Summit of 2013.

February 2013

Davos Summit-Coverage on family planning, population and UNFPA in major media.



ANNEX III: Bid Submission Form

To: UNFPA

Dear Sir / Madam,

The undersigned, having read the solicitation documents of Request for Proposal UNFPA/CPH/12/015, hereby offers to provide the services, in accordance with any specifications stated and subject to the Terms and Conditions set out or specified in the document.

We agree to abide by this bid for a period of 90 days from the date fixed for opening of bid in the Request for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We undertake, if our bid is accepted, to commence and complete delivery of all items in the contract within the time frame stipulated.

We understand that you are not bound to accept any bid you may receive and that a bidding contract would result only after final negotiations are concluded on the basis of the technical and price bids proposed.

Dated thisday of[year].

Signature:

Name:

Title:

Company:

Email address



ANNEX IV: Bidders Identification Form

RFP UNFPA/CPH/12/015

1. Company/Institution Name: _____
2. Address, Country: _____
3. Telephone: _____ Fax _____ Website _____
4. Date of establishment: _____
5. Name of Legal Representative: _____
6. Contact Person: _____ Email: _____
7. Type of Company: Natural Person Co.Ltd. Other _____
8. Organizational Type: Manufacturer Wholesaler Trader Other: _____
9. Number of Staff: _____
10. Years supplying to UN organizations: _____ and to UNFPA: _____
11. Subsidiaries in the region:
Indicate name of subsidiaries and address
 - a) _____
 - b) _____
 - c) _____
12. Commercial representative in the country (for international companies only)
Name: _____
Address: _____
Telephone: _____ Fax: _____

ANNEX V: Format of Bidder's Previous Experience and Clients

No.	Description (1)	Client	Contact person, phone number, email address	Date of service		Contract Amount
				From	To	(Currency)

(1) Bidder shall indicate the description of products, services or works provided to their clients. Please indicate relevant contracts to the one requested in the RFP.

ANNEX VI: Technical Bid

For UNFPA's acceptance of the bid, the bidder should furnish documentary evidence of:

- a) Successful and valuable placements in top-tier New York and European press, TV and digital outlets.
- b) Completed and signed Bid Submission Form (according to Annex III)
- c) Completed Bidders Identification Form (according to Annex IV)
- d) Copy of last audited financial statements
- e) Bidder's previous experience and clients (according to Annex V)
- f) Technical bid, including documentation to demonstrate that the bidder meets all requirements. The technical bid should be concisely presented and structured to include but not necessarily be limited to the information listed in Annex VI.
- g) Completed Check List on Terms and Conditions; Annex IX

Further the Technical proposals must contain the following information:

- h) A concise description of how the service provider meets the requirements listed under Annex II above
- i) A conceptual plan demonstrating how the service provider will fulfill items listed under Terms of Reference
- j) Name and contact information for the key person assigned by the propositioning company to this project.
- k) Brief bios of the key team members who will be involved in the project.
- l) Summary of the approach the service provider will use to work with UNFPA staff to ensure project communications will be conducted efficiently and that project time lines will be met.
- m) The bidders should not include any information which is requested to be submitted separately with financial proposals in their technical proposals. Such action will definitely lead to disqualification of entire proposal.

ANNEX VII: Price Schedule Form

1. Kindly submit this document electronically in a separate e-mail from the rest of the RFP response as indicated in the cover letter and in Annex I Instructions to bidders.
2. All prices/rates quoted must be exclusive of all taxes, since UNFPA is exempt from taxes.
3. The prices schedule must provide a detailed cost breakdown, as shown below.
4. UNFPA anticipates awarding the project on a fixed basis. In order to complete an analysis of the proposed prices, firms are required to submit itemized pricing. Anticipated out of pocket expensed should be detailed as well.
5. In case of discrepancies between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its proposal shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.
6. The format uses a specific structure which may or may not be applicable but are indicated to serve as an example.

Item	Description	Unit of Measure (Eg. Hours/Days)	Unit Price	Number of Units*	Total Cost*	Remarks
Professional Fee						
Total Professional Fee						
Out of Pocket Expenses						
Total Out of Pocket Expenses						
Grand Total (Fixed Contract Value)						

* "number of units" and "total cost" to be quoted based on the Appendix I&II of Annex II – ToR, which represents the approximate amount of annual contract coverage.

Signature of Bidder

Name and title

Name of the Firm:

NOTE: Bidders should strictly use the layout given above in sending their Financial Proposals. Failure to furnish all the information required for the Financial Proposal under the criteria given above in every respect shall be at the Bidder's risk and may result in a rejection of the Bid.

ANNEX VIII: UNFPA General Terms and Conditions for Contracts

Contracts for the provision of goods and/or services

1. LEGAL STATUS OF THE PARTIES:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Population Fund (herein after, UNFPA). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNFPA.

2. 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 UNFPA.

3. RESPONSIBILITY FOR EMPLOYEES:

To the extent that the Contract involves the provision of any services to UNFPA by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

3.1 -- The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

3.2 -- At the option of and in the sole discretion of UNFPA:

3.2.1 -- the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UNFPA prior to such personnel's performing any obligations under the Contract;

3.2.2 -- any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNFPA prior to such personnel's performing any obligations under the Contract; and,

3.2.3 -- in cases in which, pursuant to Article 3.2.1 or 3.2.2, above, UNFPA has reviewed the qualifications of such Contractor's personnel, UNFPA may reasonably refuse to accept any such personnel.

3.3 -- Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

3.3.1 -- UNFPA may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

3.3.2 -- Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNFPA, which shall not be unreasonably withheld.

3.3.3 -- The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

3.3.4 -- All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

3.3.5 -- Any request by UNFPA for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNFPA shall not bear any liability in respect of such withdrawn or replaced personnel.

3.3.6 -- If a request for the withdrawal or replacement of the Contractor's personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNFPA officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.



3.4 – Nothing in Articles 3.2 and 3.3, above, shall be construed to create any obligations on the part of UNFPA with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

4. ASSIGNMENT:

4.1 – Except as provided in Article 4.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UNFPA. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNFPA. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNFPA. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNFPA.

4.2 – The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations provided that:

4.2.1 – such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and,

4.2.2 – such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; and,

4.2.3 – the Contractor promptly notifies UNFPA about such assignment or transfer at the earliest opportunity and,

4.2.4 – the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNFPA following the assignment or transfer.

5. 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.

6. OFFICIALS NOT TO BENEFIT:

6.1 – The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of UNFPA. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.

6.2 – GIFTS AND HOSPITALITY: UNFPA has a "zero tolerance" policy and does not accept any type of gift or any offer of hospitality beyond that of a representational nature. UNFPA shall not accept any recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners. UNFPA expects its Contractors not to offer any benefit such as free goods or services or a work position or sales opportunity to a UNFPA staff member or a former UNFPA staff member in order to facilitate the suppliers business with UNFPA.

6.3 – CONFLICT OF INTERESTS: Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or its partner, agent or servant, in relation to the obtaining or to the execution of this or any other contract with the Buyer shall, in addition to any criminal liability, which it may incur, subject the Contractor to cancel this and all other contracts and also to pay for any loss or damage resulting from any such cancellation. The Buyer shall then be entitled to deduct the amount so payable from any money otherwise due to the Contractor under this or any other contract payable under this clause shall be referred to arbitration.

7. PURCHASE OF GOODS

To the extent that the Contract involves any purchase of goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to any purchases of goods under the Contract:

7.1 – DELIVERY OF GOODS: The Contractor shall hand over or make available the goods, and UNFPA shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. The Contractor shall provide to UNFPA such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to UNFPA in accordance with the terms of the Contract. Delivery of the goods shall not be deemed in itself as constituting acceptance of the goods by UNFPA.

7.2 – INSPECTION OF THE GOODS: If the Contract provides that the goods may be inspected prior to delivery, the Contractor shall notify UNFPA when the goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNFPA or its designated inspection agents may also inspect the goods upon delivery in order to confirm that the goods conform to applicable specifications or other requirements of the Contract.

7.3 -- PACKAGING OF THE GOODS: The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the shipping instructions attached to the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the goods.

7.4 -- TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNFPA receives all necessary transport documents in a timely manner so as to enable UNFPA to take delivery of the goods in accordance with the requirements of the Contract.

7.5 -- WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNFPA stated in or arising under the Contract, the Contractor warrants and represents that:

7.5.1 -- The goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

7.5.2 -- If the Contractor is not the original manufacturer of the goods, the Contractor shall provide UNFPA with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;

7.5.3 -- The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

7.5.4 -- The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

7.5.5 -- The goods are new and unused;

7.5.6 -- All warranties will remain fully valid following any delivery of the goods and for a period of not less than one (1) year following acceptance of the goods by UNFPA in accordance with the Contract;

7.5.7 -- During any period in which the Contractor's warranties are effective, upon notice by UNFPA that the goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse UNFPA for the purchase price paid for the defective goods; and,

7.5.8 -- The Contractor shall remain responsive to the needs of UNFPA for any services that may be required in connection with any of the Contractor's warranties under the Contract.

7.6 -- ACCEPTANCE OF THE GOODS: Under no circumstances shall UNFPA be required to accept any goods that do not conform to the specifications or requirements of the Contract. UNFPA may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNFPA be obligated to accept any goods unless and until UNFPA has had a reasonable opportunity to inspect the goods following delivery. If the Contract specifies that UNFPA shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until UNFPA in fact provides such written acceptance. In no case shall payment by UNFPA in and of itself constitute acceptance of the goods.

7.7 -- REJECTION OF THE GOODS: Notwithstanding any other rights of, or remedies available to UNFPA under the Contract, in case any of the goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNFPA, at its sole option, may reject or refuse to accept the goods, and within thirty (30) days following receipt of notice from UNFPA of such rejection or refusal to accept the goods, the Contractor shall, in sole option of UNFPA:

7.7.1-- provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by UNFPA; or,

7.7.2 -- repair the goods in a manner that would enable the goods to conform to the specifications or other requirements of the Contract; or,

7.7.3 -- replace the goods with goods of equal or better quality; and,

7.7.4 -- pay all costs relating to the repair or return of the defective goods as well as the costs relating to the storage of any such defective goods and for the delivery of any replacement goods to UNFPA.

In the event that UNFPA elects to return any of the goods for the reasons specified in Article 7.7, above, UNFPA may procure the goods from another source. In addition to any other rights or remedies available to UNFPA under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such



procurement, including, inter alia, the costs of engaging in such procurement, and UNFPA shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the goods for the Contractor's account.

7.8 – TITLE: The Contractor warrants and represents that the goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the goods shall pass from the Contractor to UNFPA upon delivery of the goods and their acceptance by UNFPA in accordance with the requirements of the Contract.

7.9 – EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNFPA under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNFPA, UNFPA shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNFPA to enable UNFPA to take appropriate measures to resolve the matter.

8. ACKNOWLEDGEMENT COPY

8.1 – The Supplier shall acknowledge receipt and acceptance of UNFPA Purchase Order by:

a. Acknowledgement of receipt of Purchase Order by the Vendor's signing and returning an acknowledgement copy of it to UNFPA buyer (via email, fax or letter) or by timely delivery of the goods as herein specified.

b. When applicable, entering Estimated Time of Departure (ETD) and Estimated Time of Arrival (ETA) into the Order Tracking System Website: <http://shipping.unfpa.dk/supots>

8.2 – Acceptance of this purchase order shall affect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this purchase order, including the general conditions, and agreed attachments, if any (hereinafter collectively referred to as "this contract"). No additional or inconsistent provisions by the Vendor shall bind UNFPA unless agreed to in writing by a duly authorized official of UNFPA.

9. PAYMENT

9.1 – In the case of goods to be delivered to UNFPA in New York, it shall make payment within thirty (30) days of receipt of (a) the goods and (b) the invoice and other documents specified in this Contract, whichever (a) or (b) is the later.

9.2 – In the case of goods to be delivered elsewhere, UNFPA shall, unless otherwise specified in this Contract, make payment within thirty (30) days of receipt of (a) the Vendor's invoice for the goods and (b) copies of the customary shipping documents and other documents specified in the Contract, whichever (a) or (b) is later.

9.3 – Unless otherwise authorized by UNFPA, a separate invoice must be submitted in respect of each shipment under this Contract and such Invoice must bear the UNFPA Purchase Order Number in an easily visible place.

9.4 – UNFPA shall not pay any charges for late payments unless expressly agreed to in writing.

9.5 – No advance payment shall be made.

10. NOTICE OF DELAY

Shall the Contractor encounter delay in the performance of the contract which may be excusable under unavoidable circumstances, the contractor shall notify UNFPA in writing about the causes of any such delays within two (2) weeks from the beginning of the delay.

As soon as practical after receipt of the Contractor's notice of delay, UNFPA shall ascertain the facts and extent of delay, and extend time for performance when in its judgment the facts justify such an extension. UNFPA's findings thereon shall be final and conclusive subject only to the Contractor's right of appeal under the arbitration clause of the contract.

11. 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, after giving the Vendor reasonable notice to perform and 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 or for items which do not meet the agreed specifications and are therefore rejected by UNFPA, UNFPA can 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.

12. 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.

13. INSURANCE AND LIABILITY:

13.1 -- 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.

13.2 -- 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.

13.3 -- 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.

13.4 -- Except for the workmen's compensation insurance, the insurance policies under this Article shall:

13.4.1 -- Name UNFPA as additional insured;

13.4.2 -- Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNFPA;

13.4.3 -- Provide that UNFPA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

13.5 -- The Contractor shall, upon request, provide UNFPA with satisfactory evidence of the insurance required under this Article 13.

14. 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.

15. 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.

16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS.

16.1 -- 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.



16.2 -- 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.

16.3 -- 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.

16.4 -- 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.

17. PUBLICITY AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNFPA AND/OR THE UNITED NATIONS.

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNFPA and/or the United Nations, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNFPA and/or the United Nations, or any abbreviation of the name of UNFPA and/or the United Nations in connection with its business or otherwise without the written permission of UNFPA.

18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION.

18.1 -- All documents, correspondences, decisions and orders concerning the contract shall be considered as confidential and restricted in nature by the Contractor and he/she shall not divulge or allow access to them by any unauthorized person.

18.2 -- The Contractor may not communicate at any time to any other person, Government or authority external to UNFPA, any information known to it by reason of its association with UNFPA which has not been made public except with the authorization of UNFPA nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

19.1 -- 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.

19.2 -- 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 20, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, the 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.

19.3 -- 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 with harsh conditions where UNFPA is engaged in, preparing to engage in, or disengaging from any operations, any delays or failure to perform such obligations arising from or relating to such harsh conditions, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

20. TERMINATION:

20.1 -- 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 23.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

20.2 -- UNFPA reserves the right to terminate without cause this Contract at any time upon forty-five (45) days prior written notice to the Contractor, in which case UNFPA shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

20.3 -- 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.

20.4 -- 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.

20.5 -- The provisions of this Article 20 are without prejudice to any other rights or remedies of UNFPA under the Contract or otherwise.

21. 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.

22. 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.

23. SETTLEMENT OF DISPUTES:

23.1 -- 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.

23.2 -- 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 23.1, 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 of Protection") and Article 32 ("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.

24. PRIVILEGES AND IMMUNITIES:

Nothing contained in this or any contract shall be deemed a waiver, expressed or implied, of any immunity from suit, judicial process, confiscation, taxation or other immunity which UNFPA may from time to time enjoy, whether pursuant to the Convention on Privileges and Immunities of the United Nations, or other conventions, laws, orders or decrees of international or national character, or otherwise.

25. TAX EXEMPTION

25.1 -- 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.

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

26. 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/UNFPA vendor registration procedures.

27. MODIFICATIONS

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNFPA unless provided by an amendment to this Contract signed by the authorized official of UNFPA.

28. AUDITS AND INVESTIGATIONS:

28.1 -- Each invoice paid by UNFPA shall be subject to a post-payment audit by auditors, whether internal or external, of UNFPA, the United Nations or by other authorized and qualified agents of UNFPA or of the United Nations at any time during the term of the Contract and for a period of two (2) 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.

28.2 -- The Contractor acknowledges and agrees that, from time to time, UNFPA and/or the United Nations 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. The right of UNFPA and/or the United Nations to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. 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 and/or to the United Nations 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 and/or by the United Nations hereunder.

29. LIMITATION ON ACTIONS:

29.1 -- Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.

29.2 -- 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.

30. 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. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNFPA and/or the United Nations to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

31. MINES:

The Contractor warrants and represents 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. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol 11 annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNFPA to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

32. SEXUAL EXPLOITATION:

32.1 -- 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 favours or activities, or from engaging any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of these provisions shall entitle UNFPA to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

32.2 -- 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.

33. ENVIRONMENTAL POLICY

UNFPA expects its Contractors to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Contractors should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

Odwyerpr.com

ANNEX IX: Checklist on Terms and Conditions

Kindly complete and submit this document as part of the Technical Proposal.

Criterion	Response from Consultant
Did the Consultant review the original RFP including Annexes UNFPA/CPH/12/018 and the subsequent revisions posted on United Nations Global Market Place in full before submitting the technical and financial proposals?	
Does your firm fully agree with all the Terms and Conditions given in the RFP UNFPA/CPH/12/018 including Annexes and in the subsequent revisions? (if your answer is other than YES please fill the table below)	

The original Term/ Condition as per the RFP UNFPA/CPH/12/018 and the subsequent revisions.	Proposed deviation, if any, by Consultant

Special Note: If your firm proposes any deviations from the terms and conditions stipulated in the RFP document, all such should be summarized using this form. Such proposals should not be indicated within the main body or any other part of your technical proposal. Please be advised that if the proposed modifications are not acceptable to UNFPA, UNFPA reserves the right to reject the bid.

Signature of Bidder

Name and title

Name of the company:



ANNEX X: Template of the 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

UNFPA GENERAL TERMS AND CONDITIONS FOR CONTRACTS: PROVISION OF GOODS AND/OR SERVICES (ANNEX 1) & TERMS OF REFERENCE (ANNEX 2) ATTACHED APPLY. Vendor Number: No. QUERIES TO: NAME FOCAL POINT UNFPA EMAIL ADDRESS	Signature Mr. Eric Dupont, Chief Procurement Services Branch, UNFPA
	Signature NAME, POSITION, VENDOR

FOR CONSULTANT SERVICES

Consultant Profile	On - site Daily Cost (Currency)	Off - Site Daily Cost (Currency)	Lead Time (Weeks)

1. OBJECTIVE

This non-exclusive Long Term Agreement (hereinafter called Agreement) is established to allow UNFPA to purchase *[DESCRIBE THE PRODUCT OR SERVICE]* 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 services other than those specified under this Agreement. Requests for different 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 and 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.

UNFPA's liability shall be limited to the Purchase Order only for the services stipulated therein and no increase in the total liability of UNFPA or in the price of the supplies will be authorize 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 or any increase in the estimated value of this Agreement shall receive prior authorization from UNFPA, changes shall be documented in a written amendment to this Agreement.

3. VALIDITY OF THE AGREEMENT

This Agreement shall be valid for a period of *[NUMBER OF YEARS]* effective from *[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 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 CONTRACT

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

5. CONTRACT DOCUMENTS

This Agreement is subject to the UNFPA General Terms and Conditions for Contracts, attached here to as Annex One. The provisions of such Annex shall control the interpretation of this Agreement and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes.

The Supplier and UNFPA also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order.

1. This Agreement.
2. The UNFPA solicitation documents including the Terms of Reference [ref. *INDICATE BIDDING DOCUMENT NUMBER*], incorporated herein by this reference.
3. The Supplier's bid dated *[DD/MM/YYYY]*, incorporated herein by this reference.

All the above shall form the Long Term Agreement between the Supplier and UNFPA, superseding the contents of any other negotiations and/or Agreements, whether oral or in writing, pertaining to the subject of this contract.

6. PRICES AND DISCOUNTS

All prices shall be in [CURRENCY] only. The Supplier shall hold the prices fixed and not subject to change throughout the validity of this Agreement. 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 [*at the time of delivery of services/at the time of the shipment, DELETE AS APPROPRIATE*]. Such discounts will be reflected in the corresponding invoices. Failure to do so may result in the termination of the Agreement.

The Supplier undertakes not to provide the same [*products/services, DELETE AS APPROPRIATE*] under the same market conditions to other customers at a price lower than that offered to UNFPA and stated in this Agreement. Should the Supplier do so then UNFPA will be offered the new lower price.

7. QUALITY OF SERVICES AND WARRANTY

The Supplier is restricted to providing [*DESCRIBE THE PRODUCT/SERVICES*] as contained in this Agreement and to the highest international quality standards.

The Supplier shall ensure that the products supplied are recently produced with a minimum of 80% shelf life at time of receipt by consignee [DELETE IF NOT RELEVANT].

Any product shipped to UNFPA that does not meet the specifications outlined in this Agreement or Purchase Order shall be replaced promptly by the Supplier inclusive of all inland or air/sea freight and any destruction costs at no charge to UNFPA.[DELETE IF NOT RELEVANT]

The Supplier shall notify UNFPA of any change to its service provision lines or services at least six (6) months prior to the effective date of change. The Supplier shall also inform UNFPA of all services to be discontinued at least 6 months prior effective date of discontinuation.

8. REGISTRATION [DELETE IF NOT RELEVANT]

The Goods to be supplied under the Contract shall be registered with the relevant authority in the Consignee's country, unless this requirement is waived in the specific purchase order against which the shipment is delivered.

9. PACKING FOR INTERNATIONAL DELIVERY [DELETE IF NOT RELEVANT]

The item(s) must be in the manufacturer's export packing and must be suitably over packed for shipment in strong triple-wall plain cardboard boxes with a reference to the company name or the product contained, and allowing adequate protection during transport and subsequent inland distribution with sufficient buffering of the equipment, including any special requirements for dangerous or hazardous goods, cold chain items. Export packing is included in the price.

All packing lists shall clearly indicate the Purchase Order number, the items(s) contained in each package with a brief description, goods value, quantity, gross weight, dimensions and markings including the full consignee address. The markings on the boxes shall be as per solicitation documents / Purchase Order instructions.

10. DELIVERY [DELETE IF NOT RELEVANT]

The delivery time shall apply for this Agreement from receipt of Purchase Order as listed on page two.

Purchase Orders under this Agreement will be issued using Incoterms [CPT CITY, COUNTRY]. The supplier shall nevertheless be responsible for selecting and arranging freight forwarding to final destination at competitive market prices and shall pay the freight costs to the freight forwarder directly.

Freight forwarding costs will be reflected in the corresponding Purchase Order, and only actual freight cost shall be invoiced to UNFPA accordingly. A freight invoice from the freight forwarder shall be attached to the Supplier's invoice as proof of actual freight cost.

No partial deliveries shall take place unless expressly confirmed by UNFPA. Individual delivery instructions shall be contained in the Purchase Orders.

11. 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 the lead time stipulated in page 2 of this Agreement from the acknowledgement of such delay, notify the UNFPA buyer in writing, 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.

12. RECEIPT AND CONFIRMATION OF PURCHASE ORDERS

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

All UNFPA Purchase Orders shall contain the supplier's product description, consignee address, shipping instructions, as well as the name, phone, fax, e-mail of the field office contact person. If this information is not clearly stated in the Purchase Order, the supplier is requested to contact the corresponding UNFPA buyer to obtain the missing information. [DELETE IF NOT RELEVANT]

13. SUPPLIER RESPONSIBILITY FOR REJECTED OR RETURNED PRODUCTS

Should any product fail to meet the workmanship and requirements of the specifications, the Supplier shall replace the items within the time specified for delivery, or extension granted. [DELETE IF NOT RELEVANT]

14. FULL RIGHT TO USE AND SELL

The Supplier warrants that it has not and shall not enter into any Agreement or arrangement that restraints or restricts UNFPA or the recipient country Government's rights to use, sell, dispose of or otherwise deal with any item that may be acquired under any resulting Purchase Orders. [DELETE IF NOT RELEVANT]

The supplier holds UNFPA harmless and indemnifies UNFPA for all costs that may arise as a result of any third party claim to the rights associated to the manufacturing, registration, sale or distribution of the products supplied under the aforementioned order. [DELETE IF NOT RELEVANT]

15. PRIVILEGES AND IMMUNITIES

The privileges and immunities of the UN including its subsidiary organs shall not be waived.

16. LIQUIDATED DAMAGES

Refer Clause 11 of GTC.

17. FORCE MAJEURE

Refer Clause No. 19 of GTC.

18. 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 Tem Agreement.

19. OFFICIALS NOT TO BENEFIT



The Supplier warrants that no official of UNFPA or any UN Agency has received or will be offered by the Supplier any direct or indirect benefit arising from this Agreement or award

thereof. The Supplier agrees that the breach of this provision is a breach of the essential terms of the Agreement subject to its termination.

20. INVOICES

The invoices must clearly indicate the relevant Purchase Order Number, *[CPT prices for each Purchase Order item number as well as the freight cost to final destination. UNFPA will only pay the freight cost to the supplier directly, DELETE IF NOT RELEVANT]*.

21. PAYMENT

Payment for all Purchase Orders under this Agreement will be made by UNFPA within thirty (30) days after presentation of relevant documents mentioned below:

- The supplier shall submit a set of original documents consisting of:
 - 1) an invoice,
 - 2) a Bill of Lading/Airway Bill *[DELETE IF NOT RELEVANT]*
 - 3) a packing list, and *[DELETE IF NOT RELEVANT]*
 - 4) copy of freight invoice. *[DELETE IF NOT RELEVANT]*
- Soft copies of all documents should be emailed in advance to the UNFPA Buyer to enhance customs clearance and payment. *[DELETE IF NOT RELEVANT]*

*(for international deliveries) **ALL DOCUMENTS** have to be received at least **two weeks** prior to the arrival of goods at the destination port (with the exception of air freight, which should be received in advance of the goods). [DELETE IF NOT RELEVANT]*

22. CONTACT DETAILS

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

- 1- **Consignee:** corresponding address will be specified in each Purchase Order.

- 2- **UNFPA ADDRESS**

**COUNTRY OFFICE/SUB REGIONAL OFFICE/REGIONAL OFFICE/HQ
CONTACT PERSON, CONTACT DETAILS**

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

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

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

ANNEX 2: TERMS OF REFERENCE (TOR)

Procurement Services Branch, UNFPA

- End of document -