



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.	Signature Mr. Eric Dupont, Chief Procurement Services Branch, UNFPA
QUERIES TO: NAME FOCAL POINT UNFPA EMAIL ADDRESS	Signature NAME, POSITION, VENDOR

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CONSULTANT SERVICES [DELETE IF NOT RELEVANT]

Long Term Agreement No. YY/No. – VENDOR'S NAME			
Validity : From DD/MM/YYYY To DD/MM/YYYY Payment Currency : CURRENCY Payment Terms : Net 30 days			
Consultant Profile	On - site Daily Cost (Currency)	Off - Site Daily Cost (Currency)	Lead Time (Weeks)

PRODUCTS [DELETE IF NOT RELEVANT]

Long Term Agreement No. YY/NO. – VENDOR'S NAME									
Validity : From DD/MM/YYYY To DD/MM/YYYY Delivery Terms : FCA location of departure Payment Currency : CURRENCY Payment Terms : Net 30 days									
Atlas Item ID	Description	Sales UoM	Primary UoM	Unit Price (currency)	Min./Mult. Quantity per Primary UoM	Volume Discount (per order/ per Primary UoM)	LTA Lead Time FCA (weeks)	Shelf Life (months)	Country of Origin

1. OBJECTIVE

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

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

2. GENERAL PROVISIONS

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

The Parties agree that the provision of services to UNFPA under this Agreement is strictly on a non-exclusive basis. Accordingly, the Parties agree that UNFPA may reserve the right, at its sole discretion, to purchase or otherwise obtain the goods and services of the same or substantially similar nature as those described herein from any source other than the Supplier at any time during the term of the Agreement. Accordingly, the Parties acknowledge and agree that UNFPA is not legally liable to the Supplier under this Agreement, and UNFPA's liability only arises out of Purchase Orders made pursuant to this Agreement.

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

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

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

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

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

3. VALIDITY OF THE AGREEMENT

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

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

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

4. DELIVERABLES OF THIS AGREEMENT

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

5. AGREEMENT DOCUMENTS

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

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

- Annex I – UNFPA General Terms and Conditions for Contracts: Contracts for the provision of goods and/or services.
- Annex II – [ref. INDICATE BIDDING DOCUMENT NUMBER]
- Annex III – LTA Item List and Prices
- Annex IV – UN Exchange Rate for January 2012
- The Supplier's bid submission to [ref. INDICATE BIDDING DOCUMENT NUMBER], incorporated herein by this reference
- [Any other attachments to be mentioned here as appropriate]

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

6. PRICES AND DISCOUNTS

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

All prices under this Agreement are quoted [FCA NAME OF SEAPORT/AIRPORT, CITY, COUNTRY] INCOTERMS 2010 (export packing for air/ sea freight included). [DELETE AS APPROPRIATE]

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

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

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

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

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

7. DELIVERY [DELETE IF NOT RELEVANT]

The delivery time indicated by "LTA Lead Time FCA Weeks" stated on page two shall apply for this Agreement.

The "LTA Lead Time FCA Weeks" refers to the maximum number of weeks from the date of receipt of Purchase Order by the Supplier to the date the Goods are ready for shipment (excluding pre-shipment inspection). The Supplier will be measured against meeting the LTA Lead Time FCA Weeks and shall not exceed the LTA Lead Time FCA Weeks.

Although the prices under this Agreement are based on FCA term, the Purchase Orders might be issued using INCOTERMS 2010 **[CPT CITY, COUNTRY OF DESTINATION]**. Therefore, additionally, the Supplier will be measured for delivery timeliness based on the PO Due Date and the LTA lead time.

No partial deliveries shall take place unless written approval has been obtained from the UNFPA Buyer. Individual delivery instructions shall be contained in the Purchase Orders.

The Supplier shall accept changes to or cancellations of Purchase Orders, provided reasonable written notice is given by UNFPA and no production costs have been incurred.

For every Purchase Order, the Supplier shall inform the UNFPA Buyer via email of any change in the delivery date – Estimated Time of Departure (ETD), Actual Time of Departure (ATD), Estimated Time of Arrival (ETA) and Actual Time of Arrival (ATA) and update the UNFPA Order Tracking System (OTS) Website: <http://shipping.unfpa.dk/supots> accordingly. If the Purchase Order requires pre-shipment inspection, the Supplier shall update the pre-shipment inspection date into OTS.

For normal purchases, the Supplier shall ensure that delivery details are communicated to the UNFPA Buyer and UNFPA field office at least seven (7) days prior to arrival of Goods at their destination; for emergency purchases, the UNFPA Buyer and UNFPA field office are to be informed at least twenty four (24) hours in advance.

For every Purchase Order, the Supplier shall scan and send via email a Shipping Note at the time of dispatching the cargo. The Shipping Note shall contain the following information:

- PO reference;
- Quantity and type of Goods;
- Invoiced value of the Goods;
- Name of freight forwarder;
- Date of departure from port of shipment;
- Name of vessel or carrier;
- Bills of Lading number(s);
- Expected time of arrival at port of discharge;

The Supplier shall send via email copies of the documents to the UNFPA Buyer as soon as available to speed the customs clearance and payment processes.

The Supplier is responsible for obtaining at its own risk and expense any export license or other official authorization and to carry out all customs formalities necessary for the exportation of the goods.

In case of air shipment, the Supplier shall take necessary measures to avoid arrival at final destination on local weekends and holidays. In case it is unavoidable, UNFPA must be notified at least three days in advance.

In the case of delivery to difficult/war torn destinations, UNFPA may decide to assign transportation to its own appointed freight forwarder. In such event, the Supplier will be informed accordingly and details of specific arrangements shall be provided in the respective Purchase Order(s).

8. FREIGHT [DELETE IF NOT RELEVANT]

The Supplier shall submit binding freight quotations to UNFPA for each Purchase Order.

For freight quotations below 50,000 USD, the Supplier shall be responsible for selecting and arranging the freight forwarding to the final destination at competitive market prices and will pay the freight costs to the freight forwarder directly.

For freight quotations 50,000 USD and above, UNFPA shall compare the Supplier's freight quotation with United Nations' freight LTAs and select the lowest priced option, provided everything else being equal. Should UNFPA choose the Supplier's freight quote, the Supplier shall be responsible for arranging the freight forwarding to the final destination and will pay the freight costs to the freight forwarder directly.

The Supplier shall provide UNFPA with accurate shipping weights and volume (cbm) in order for UNFPA to request firm freight quotations from the freight forwarders with whom UNFPA has established long term agreements. In the event of a separate order being issued to a freight forwarder and should the actual freight cost be greater than the freight quoted by the freight forwarder due to incorrect shipping weights and volume (cbm) having been provided by the Supplier, the Supplier shall pay the difference between the actual freight cost and the quoted freight cost.

Unless otherwise stated, the Supplier shall always quote Full Container Load (FCL) in their freight quotations to UNFPA. The Supplier shall negotiate the most cost-effective and direct route with the freight forwarder for UNFPA's shipment.

The freight quotation by the Supplier will be reflected in the corresponding Purchase Order, but only the actual cost shall be invoiced to UNFPA, provided the actual freight cost is lower than the quoted freight cost by the Supplier.

The Supplier shall submit actual freight invoice together with other shipping documents to UNFPA and this information will be part of the payment documents. UNFPA will pay the actual invoice cost to the Supplier, but not more than the binding freight amount the Supplier quoted. This means that if the actual freight invoice is higher than the freight cost quoted by the Supplier, the Supplier will have to cover the cost difference. If the actual invoice is lower than the freight cost quoted by the Supplier, UNFPA will only pay the actual freight invoice.

In the event of suppliers having special arrangements with freight forwarders whereby the final freight invoice can only be submitted at a later stage, for payment purposes the supplier shall provide a written statement to UNFPA indicating that freight charges invoiced to UNFPA are at actual costs. The supplier shall then provide the required freight forwarder invoice as soon as it is made available to the supplier by the freight forwarder.

UNFPA shall perform random checks of freight amounts invoiced to UNFPA on a regular basis to ensure that what UNFPA is paying for freight is aligned with market rates.

9. FREE TIME DEMURRAGE (CONTAINER) [DELETE IF NOT RELEVANT]

The Supplier's Freight Forwarder shall render UNFPA assistance in obtaining free demurrage days from port of discharge. Upon request by UNFPA, the Supplier's Freight Forwarder shall negotiate with the port authorities for the extension of free demurrage days.

10. NOTICE OF DELAY

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

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

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

11. RECEIPT AND CONFIRMATION OF PURCHASE ORDERS

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

In addition, the Supplier shall enter the UNFPA Order Tracking System (OTS) Website: <http://shipping.unfpa.dk/supots> the delivery information (ETD, ETA, ATD and ATA). If the Purchase Order requires pre-shipment inspection, the Supplier shall enter the pre-shipment inspection date into OTS.

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]**

12. QUALITY OF GOODS AND SERVICES

The Supplier is to provide **[DESCRIBE THE PRODUCT/SERVICES]** as contained in this Agreement complying with the quality standards and by manufacturers approved under **[BID REF UNFPA/CPH/YY/XXX]** as listed in this Agreement. Goods and services supplied from different sources of supply other than from the approved manufacturers must first be approved in writing by the UNFPA QA Team for technical clearance. **[DELETE IF NOT RELEVANT]**.

The Supplier shall inform UNFPA of the renewal of every ISO and GMP certificate of the approved manufacturers during the entire term of the Agreement, including any extension period.

The Supplier shall ensure that the Goods supplied are recently produced with a minimum shelf life of 75% remaining at time of delivery to consignee **[DELETE IF NOT RELEVANT]**.

Any Goods or Services delivered to UNFPA that do 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]**

In the event that the Supplier decides to discontinue the manufacture of any Goods covered under this Agreement, or to change its production lines or products, the Supplier shall provide at least 90 days notice to UNFPA prior to the effective date of discontinuation, in order to allow UNFPA sufficient time to make alternative arrangements.

13. REGISTRATION [DELETE IF NOT RELEVANT]

Unless the registration requirement is waived in the specific Purchase Order, the Supplier shall be responsible for registration of the Goods supplied under this Agreement with the relevant authorities in the Consignee's country. A complete list of registration by product and subsequent updates shall be submitted by the Supplier for coordination purposes.

14. CERTIFICATE OF STERILIZATION [DELETE IF NOT RELEVANT]

All sterile, single use goods under this Agreement shall be supplied along with valid certificate of sterilization during shipment. The sterilization certificate shall state the method of sterilization.

15. POWER SOURCE [DELETE IF NOT RELEVANT]

The Supplier shall supply the electrical and electronic goods with the right voltage, plug and socket type that fits the country of destination which is stated on the UNFPA's Purchase Order.

16. PRODUCT MANUALS AND INSTRUCTION SHEETS [DELETE IF NOT RELEVANT]

The Supplier shall supply the Goods stated under page(s) [PAGES X] of this Agreement with manuals or instructions sheets (providing instructions for safe installation, set up, assembly, usage, recommended storage condition and maintenance of the product) in three languages (English, French and Spanish) along with the shipment.

17. STANDARD PRODUCT WARRANTY [DELETE IF NOT RELEVANT]

Standard product warranty is defined as warranty covering all product malfunctioning for all components due to manufacturing defects, but are not due to normal natural wear and tear. Unless otherwise stated, all non single-use goods in this Agreement come with standard product warranty of one year.

All warranty validity period shall commence after the delivery of the last part of the entire system of the goods, in accordance with the agreed INCOTERMS 2010, unless an acceptance test is to take place at the end-user's site. Successful completion of the final acceptance test sign-off on the entire equipment by the end-user shall mark the beginning of the warranty period. Should the installation/start-up and acceptance be delayed for reasons caused by UNFPA or the end-user, the Supplier shall only be held liable for faults/defects for a maximum period of two months than the original warranty period after the arrival of the last part of the entire system at the place of destination.

If during the warranty period, the Goods or any part thereof purchased under this Agreement are found by UNFPA to be defective or found not to conform with the Agreement documents, UNFPA may so notify the Supplier in writing and in this event, the Supplier shall, promptly and at its own expense, correct the defect(s) and non-conformity(ies). If defect(s) and non-conformity(ies) cannot be corrected, the Supplier shall, at UNFPA's discretion, either replace the defective materials or reimburse UNFPA promptly.

By signing this Agreement, the Supplier acknowledges that the benefit of any warranties provided and liabilities entered into with UNFPA shall be passed on by UNFPA to its Programme partners, including Procurement Services customers.

18. AFTER-SALES SERVICE [DELETE IF NOT RELEVANT]

A complete list of the Supplier's local/regional agents or distributors that UNFPA can approach for after-sales services, including technical services and spare parts and its subsequent updates during the entire term of the Agreement, including any extension period, shall be submitted by the Supplier to UNFPA.

19. TRAINING, INSTALLATION AND TECHNICAL SUPPORT [DELETE IF NOT RELEVANT]

The Supplier may be requested to provide installation and configuration services, start-up services, training and technical support. The services shall include at least:

- Installation at the end-user's site.
- Provision to end-user, well in advance of installation, documentation describing pre-installation requirements.
- Workshops (hands-on sessions) on site – persons with expertise in the field of work to conduct:
- User training – related to use of the equipment, its functionality and general safety procedures;
- Technical training – related to technical principles of the equipment and its environment of use, assessment method for equipment functionality, preventive maintenance and first line technical intervention.
- The provision of necessary training materials such as operational manuals, technical manuals, diagrams, calibration materials, reagents, consumables, etc.

A local representation in the country of destination shall be preferred in order to provide training, technical support, maintenance and warranty service. The Supplier shall have certified personnel for technical support.

Equipment shall include all supporting materials such as manuals, installation drivers (CD ROM) and accessories for optimum performance.

20. PREVENTIVE MAINTENANCE SERVICE [DELETE IF NOT RELEVANT]

The Supplier may be requested to provide preventive maintenance service at agreed additional fee on a case-by-case basis.

21. TECHNICAL REQUIREMENTS OF MANUFACTURING SITES [DELETE IF NOT RELEVANT]

A manufacturing site is where any aspect of manufacture of any of the components of the final product occurs.

The Supplier shall inform UNFPA of the renewal of every GMP certificate identified in the list of manufacturing sites included in the respective bid.

UNFPA/WHO must approve any changes to the manufacturing site(s). Failure to obtain prior approval of such changes may result in termination of the LTA and any pending orders.

In case of any manufacturing facility relocation or substitution of manufacturing facilities, the Supplier shall notify UNFPA of the change and request approval to supply the contracted products from the new location. If the change is approved by UNFPA after an inquiry to WHO for GMP status of the new location, approval will be provided by means of a formal contract modification.

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

The packing of the product(s) shall be suitably over-packed for shipment in strong triple-wall cardboard boxes and in a manner that shall provide adequate protection of the goods with sufficient buffering of the equipment for carriage by air, sea, and road to final destination and subsequent in-land distribution including remote locations under adverse climatic and storage conditions, and high humidity – i.e. not less than 17kN edge crush resistance with minimum 60% remaining with 90% at a temperature of 40 degree Celsius (tropical conditions).

The handling and transport of dangerous goods is subject to rules and regulations based on international transport agreements (ADR, RID, IMDG Code, IATA DGR, ICAO) in order to prevent injury to persons, damage to cargoes and living resources. Hence, should any Goods comprised in this Agreement be classified as dangerous goods, it is the Supplier's responsibility to ensure that the packing of the Goods take into account any special requirements for dangerous or hazardous goods or cold chain items and are labeled correctly, transported safely and accompanied by the necessary transport certificates during shipment. The Cost of packing, including export packing, is included in the price.

Outer cartons shall be numbered consecutively. No carton may contain items from more than one manufacturing batch. Cartons containing non-uniform contents must be specially marked with red at the top corners.

Packaging of product shall comply with WHO GMP standards.

- Primary packaging – sterile or non sterile as appropriate. E.g. for sterile items, transparent film to allow clear identification of the content – sachet, plastic box, peel-off sachet. For pharmaceutical products in tablets/capsule. For item with 30 tablets/capsules or less, it shall be in blister pack. For item with more than 30 tablets/capsules, it should be in bottle.
- Secondary packaging – to protect the primary packaging – e.g. cardboard, rigid wrapping

23. MARKING AND LABELLING [DELETE IF NOT RELEVANT]

The marking and labelling on export cartons shall strictly adhere to the following UNFPA requirements:

 UNFPA/Project No. Contents: Item Country of destination UNFPA PO Number	Vendor name Lot/Batch/Serial numbers Case / Carton number Manufacturing date Expiry date Weight Volume Max. pressure allowed, if applicable Max. temperature, if applicable Specific instructions (if any)
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Special storage conditions, if any, shall be specified on the cartons and all shipping documents.

24. PACKING LISTS [DELETE IF NOT RELEVANT]

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, manufacturing batch number (where applicable) and cross-reference to the carton numbers and markings including the full consignee address. The markings on the boxes shall be as per Purchase Order instructions.

25. KITTING SERVICE [DELETE IF NOT RELEVANT]

The Supplier may be requested to pack the goods in the form of a kit. Details of such arrangements shall be provided in the Purchase Orders. The lead time and price quotation for packing kit shall be informed to the UNFPA buyer when confirming a Purchase Order.

26. REPORTS

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

27. STOCKS [DELETE IF NOT RELEVANT]

The Supplier shall maintain a stock or make other arrangements at its own risk and cost in order to ensure timely delivery.

The Supplier shall ensure that products manufactured for specific Purchase Orders are from a continuous manufacturing batch. The Supplier is not to break up orders unless expressly confirmed by UNFPA. Each Purchase Order shall contain individual order instructions.

For Stockholding, if applicable, the Supplier shall provide monthly stock reports certifying clear title of UNFPA to the Goods.

For Emergency Stockholding or Global Contraceptive Commodity Programme (GCCP), if applicable, the Supplier shall ensure that goods are delivered to freight forwarder within two days of order placement.

28. INSPECTION AND TESTING [DELETE IF NOT RELEVANT]

Full QA Inspection

UNFPA may request for a full QA inspection of product samples under this Agreement at the Supplier's site at any point in time during the course of the Agreement, including any extension period. The Suppliers shall grant UNFPA, or its authorized inspection agent, access to their facilities at all reasonable times to inspect the product samples, warehouses, processes for its internal quality control, quality assurance and packing of the Goods. The Supplier is expected to make available all the product samples, calibrated testing equipment/apparatus accompanied by calibration certificates and the loading materials required by the Inspector. The Supplier shall provide reasonable assistance to the Inspector for such appraisal, including assistance in installation and setting up of the product samples for inspection. UNFPA reserves the right to cancel any items under this Agreement which do not pass the full QA inspection. The Supplier has the responsibility to take into account the additional quantity of the Goods required by sampling and testing in order to ensure that the quantity of the Goods shipped is in accordance to the quantity of Goods stated in the Purchase Order.

Pre-shipment Inspection and Testing

The Supplier shall grant UNFPA, or its authorized inspection agent, access to its facilities at all reasonable times to appraise the production, testing and packing of goods, and shall provide UNFPA, or its authorized inspection agent, during such appraisals, with all necessary assistance including the submission of copies of any test results or quality control reports as may be necessary. To ensure the quality standard of the products UNFPA reserves the right to request for random independent sampling and testing before the shipment. The frequency will be done in accordance to sampling and testing plan devised by UNFPA.

Security of products during inspection

The Inspector or Sampling Agent shall pack the selected samples in a carton, completely seal the carton (bottom and top) and sign the seal. Whenever the Inspector or Sampling Agent is not able to keep the samples in sight (lunch break, inspections carried-out over a few days, etc.), the carton shall be handed over to one single designated person in the factory and securely stored. The name of that person shall be specified on the inspection report. Upon his return, the Inspector or Sampling Agent shall check the seal and the signature on the carton to verify that nothing has been altered or tampered with. Sealed samples shall be handed over by the Inspector or Sampling Agent to the courier service upon completion of the sampling. It is the

Inspector's or Sampling Agent's responsibility to plan ahead of time so that the pick-up of the sealed samples may coincide with the completion of the inspection.

Post-shipment Inspection and Testing

Recipient country National Medicines Regulatory Authorities (MRA) have the authority to conduct post-shipment testing according to their national drug monitoring regulations. As such, UNFPA will respect any systematic laboratory testing those countries and their national regulatory authorities deem necessary.

UNFPA actively supports and encourages compliance of testing laboratories with Good Practice for QCLs as demonstrated by WHO prequalification or accreditation according to ISO 17025.

The Supplier is expected to report to UNFPA any information concerning change in safety profile of supplied products, which is available to them. UNFPA reserves the right to be in contact with national MRAs concerning issues related to quality, safety and efficacy of procured Goods and is willing to participate in post delivery monitoring activities in collaboration with MRAs, WHO and other relevant partners.

UNFPA shall conduct random post-shipment inspection and testing at selected ports of destinations. The objective of these inspections will be to determine whether:

- i. Goods have deteriorated during transportation.
- ii. There has been any tampering with the Goods during the period between inspection and delivery at final destination.
- iii. Goods submitted for pre-shipment inspection are identical to those delivered to the final destination.

29. SOLVING DISPUTES

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

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

30. MANAGING PRODUCT RECALLS [DELETE IF NOT RELEVANT]

UNFPA reserves the right to suspend procurement of products in case of identification of inferior quality and inform publicly where applicable, the MRA and patients who may be affected.

In the event that UNFPA in co-operation with MRA in supplied countries decides on product recall, the Supplier will organize this recall and necessary associated activities or Supplier will compensate recall expenditures to UNFPA.

31. SUPPLIER RESPONSIBILITY FOR REJECTED OR RETURNED PRODUCTS [DELETE IF NOT RELEVANT]

Should any product fail the pre or post shipment inspection and testing, the Supplier shall be responsible for disposal of and or the return of the rejected goods to the country of origin. The Supplier shall bear the cost of all related activities. [DELETE IF NOT RELEVANT]

Should any part of the Goods 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]

Whenever products fail the quality inspection, either during the sampling or during the testing, the Supplier is responsible for the payment of the re- inspection costs. The Supplier shall cover all transportation costs related to the return and replacement of the Goods. [DELETE IF NOT RELEVANT]

Test results submitted by UNFPA's appointed laboratories are final and binding. [DELETE IF NOT RELEVANT]

Inspection does not relieve the Supplier from its contractual obligations and the Goods are subject to final acceptance after delivery. [DELETE IF NOT RELEVANT]

32. FULL RIGHT TO USE AND SELL

The Supplier warrants that it has not and shall not enter into any agreement or arrangement that restrains 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 Purchase Orders raised under this Agreement. [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]

33. 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.

34. CUSTOM AND SHIPPING DOCUMENTS [DELETE IF NOT RELEVANT]

In order to facilitate custom clearance at the final destination, the supplier shall submit the following shipping documents in **ORIGINAL** and copies to the Consignee, Notify Party and UNFPA Buyer respectively as follows:

Type of Document Required	Consignee		Notify Party		UNFPA PSB Buyer	
	Original	Copy	Original	Copy	Original	Copy
Commercial Invoice	2	0	0	1	1	0
Packing List	2	0	0	1	1	0
Through Bill of Lading/Airway Bill (stamped "freight paid" or "freight prepaid")	2	0	0	1	1	0
Freight Invoice (for payment purposes)	0	0	0	0	0	1
Certificate of Origin (authenticated by Chamber of Commerce, if applicable)	1	0	0	1	0	1
Certificate of Analysis (if applicable)	1	0	0	1	0	1
Manufacturer Warranty Certificate (for items such as equipment, electronics, etc., if applicable)	1	1	0	0	0	0

In addition, the Supplier shall adhere to the individual shipping instructions, custom and shipping documents requirements contained in the individual Purchase Orders.

Digital copies of all the shipping documents should be emailed in advance as soon as possible to the UNFPA Buyer and the Consignee to facilitate customs clearance and payment. Such information shall include, but is not limited to: **[DELETE IF NOT RELEVANT]**

- Carrier Name;
- Vessel Name;
- Route Plan;
- Estimated Time of Departure (ETD);
- Estimated Time of Arrival at end destination (ETA);
- Flight Number, etc.

ALL ORIGINAL DOCUMENTS for sea shipments must be received at least **two (2) WEEKS** prior to the arrival of the Goods at the destination. **ALL ORIGINAL DOCUMENTS** for air shipments must be sent by express courier on the same day as the Goods are sent. **[DELETE IF NOT RELEVANT]**

Any charges that may arise due to missing or incomplete shipping documents for sea freight and air freight shall be at the Supplier's expense.

35. PAYMENT AND INVOICING

In order for UNFPA to process payment, the invoice must clearly indicate the relevant Purchase Order Number, the FCA prices of each Purchase Order item number and the actual freight cost to the final destination (unless the actual freight cost is higher than the Supplier's freight quotation). **[DELETE IF NOT RELEVANT]**

FCA prices for each Purchase Order item number as well as the freight cost to final destination will be paid to the Supplier directly, unless the freight is not issued to the Supplier. **[DELETE IF NOT RELEVANT]**

The payment of invoices under this Agreement will be made by UNFPA as per the defined payment terms subject to UNFPA receiving both the final invoice and all other relevant documentation specified in the section 'Customs and Shipping Documents'. These documents should be sent digitally to UNFPA immediately following delivery of the item(s). Failure to submit these documents in a timely manner to UNFPA may result in payment delays to the Supplier. **[DELETE IF NOT RELEVANT]**

36. 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 PSB ADDRESS**

UNFPA
UN HOUSE
MARMORVEJ 51
P.O. BOX 2530, 2100 COPENHAGEN
DENMARK
ATTN: (Name of Buyer) PROCUREMENT SERVICES BRANCH

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

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

37. CONTACT DETAILS OF SUPPLIER

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

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

38. SUPPLIER'S PERFORMANCE EVALUATION

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

- Supplier responsiveness to the Buyer's RFQ.
- Supplier responsiveness during the issuance of the Purchase Order.
- Supplier LTA Lead Time FCA weeks delivery performance.
- Supplier PO Due Date delivery performance.
- Supplier product quality performance.
- Supplier document performance.
- Supplier invoice performance.
- Supplier resolution response – complaints.

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

39. UNETHICAL BEHAVIOUR

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

40. CORRUPT AND FRAUDULENT PRACTICES

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

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

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

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

41. TRANSPARENCY

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

42. UNFPA ENVIRONMENTAL GOALS

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

43. ZERO TOLERANCE POLICY ON GIFTS AND HOSPITALITY

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

44. VENDOR ELIGIBILITY

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

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

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

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

45. BID PROTEST

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

46. SHARING OF AGREEMENT AMONG UN AGENCIES

By signing this Agreement, the Supplier agrees that UNFPA is free to share this agreement with other UN Agencies for their use in direct ordering.

47. PUBLISHING PURCHASE ORDER AWARD INFORMATION

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

48. INSURANCE

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

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

49. SUPPLY COVERAGE

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

50. EMBARGO, ECONOMIC AND TRADE PROHIBITED TRANSACTIONS

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

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

ANNEX 2: TERMS OF REFERENCE (TOR)
