



24 April 2025

REQUEST FOR PROPOSAL (RFP)
RFP Number UNFPA/USA/RFP/25/011

For the establishment of a:

LONG TERM AGREEMENT

In regards to:

**SUPPLY OF RESOURCES TO UNFPA HQ FOR THE DEVELOPMENT OF GENERATIVE-AI
POWERED APPLICATIONS**

LETTER OF INVITATION

Dear Sir/Madam,

1. The United Nations Population Fund (UNFPA), an international development agency, is seeking qualified Bids for the provision of services *for the development of Gen-AI Powered Applications to UNFPA HQ*. Your company is hereby invited to submit your best Technical and Financial Bids for the requested services. Your Bid could form the basis for a Long Term Agreement (LTA) between your company and UNFPA.
2. To enable your company to submit a Bid, please read the following attached documents carefully:

Section I:	Instructions to Bidders
Section II:	Terms of Reference
Section III:	UNFPA General Conditions of Contract
Section IV:	UNFPA Special Conditions of Contract
Section V:	Supplier Qualification Requirements
Section VI:	Bid and Returnable Forms
Section VII:	Contractual Forms

3. The Bid process will be conducted through a TWO-envelope system. Interested Bidders are requested to submit their Technical Bid *separately* from their Financial Bid containing price information. Specific instructions for the submission can be found Section I – Instructions to Bidders, clause 18 Submission, Sealing and Marking of Bids.
4. Bidders are requested to carefully read Section I – Instructions to Bidders, clause 18 Submission, Sealing and Marking of Bids, where detailed instructions of the submission process are provided. It is the Bidder's responsibility to assure compliance with the submission process. If the envelopes or emails are not marked / submitted per the instructions, UNFPA will neither assume responsibility for the bid's misplacement or premature opening nor guarantee the confidentiality of the Bid process. Incorrect submissions might result in your Bid being declared invalid.



All Bids comprising of Technical and Financial parts should reach the below and corresponding addresses no later than **Thursday, 22 May, 2025, at 16:00 Copenhagen time¹**:

- a. Your bid should be submitted electronically. Your Technical Bid and Financial Bid should be submitted in separate emails in accordance to clause 18.3 Submission of electronic Bids, should reach the email inbox of Bidtender@unfpa.org. Do not submit Bid documents to any other email address, sending the Bid to any other email address, including as a carbon copy (cc), will violate confidentiality and result in the invalidation of the Bid.
5. Bids received after the stipulated date and time will be rejected.
6. Bidders are asked to acknowledge receipt of this RFP using the Bid Confirmation Form SECTION VI – ANNEX A: BID CONFIRMATION FORM. A completed Form should be e-mailed to: scmu.cpt@unfpa.org no later than **Thursday, 8 May, 2025 at 16:00 Copenhagen time** and indicate whether or not a Bid shall be submitted. Bidders that will not submit a Bid are kindly asked to indicate the reason(s) for not bidding on the Bid Confirmation Form to help UNFPA improve its future Bid exercises.
7. Any questions relating to the Bid process and/or to the attached documents shall be sent to: Liam Moazizi at email: scmu.cpt@unfpa.org.

Responses to all questions received will be handled in accordance with the instructions included in Section I - Instructions to Bidders, clause 8 Clarifications of solicitation documents. Do not submit a Bid to this contact, or your Bid will be declared invalid, as UNFPA will not be able to guarantee the confidentiality of the Bid process.

8. UNFPA posts all Bids notices, clarifications and results in the United Nations Global Marketplace; hence, we strongly encourage Bidders to register on [UNGM](https://www.ungm.org). The UNGM is the procurement portal of the United Nations system. By registering on UNGM, suppliers become part of the database that UN buyers use when searching for suppliers. The link describes the registration process: <https://www.ungm.org/Public/Pages/RegistrationProcess>.

Suppliers can also access all UN Bids online and, by subscribing to the Tender Alert Service, suppliers can be automatically notified via email of all UN business opportunities that match the products and services for which they have registered. Instructions on how to subscribe to the Tender Alert Service can be found in the UNGM Interactive Guide for suppliers.

9. UNFPA looks forward to receiving your Bid and thanks you in advance for your interest in UNFPA procurement opportunities.
10. This letter is not to be construed in any way as an offer to contract with your company/institution.

Yours sincerely,
Liam Moazizi
Contracts Associate
Supply Chain Management Unit Headquarters
UNFPA

¹ <http://www.timeanddate.com/worldclock/city.html?n=69>



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SECTION I: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. General

- 1.1. UNFPA's Supply Chain Management Unit (SCMU) wishes to enter into non-exclusive Long Term Agreements (LTAs) with qualified suppliers for *services* in support of UNFPA's Programmes.
- 1.2. As a result of this competitive Bid process, UNFPA plans to sign non-exclusive Long-Term Agreements (LTAs) with multiple supplier(s) for three (3) years. In addition to the initial term, the LTA(s) will have the option of a 2 (two) one-year extension, subject to satisfactory performance and price competitiveness.
- 1.3. In the event of UNFPA signing an LTA the following shall apply:
 - 1.3.1. The successful Bidder(s) shall accord the same terms and conditions to any other organization with the United Nations Systems that wishes to avail itself of such terms, after written consent from UNFPA's Supply Chain Management Unit (SCMU).
 - 1.3.2. The LTA template specified in SECTION VII – ANNEX A: LONG TERM AGREEMENT TEMPLATE, shall be used.
 - 1.3.3. UNFPA will not be committed to purchase any minimum quantity of the goods/services, and purchases will be made only if and when there is an actual requirement. UNFPA shall not be liable for any costs in the event that no purchase is made under any resulting LTA. All reductions in market prices provided by the supplier will be passed on in full to UNFPA.
 - 1.3.4. The successful Bidder(s) shall have the right to review their prices every 12 months from commencement of the LTA, and shall notify UNFPA in writing 90 days prior to the 12-month period of a proposed price decrease or increase. The successful Bidder(s) shall provide proper justification for any price increase. UNFPA shall be entitled to either accept the price decrease/increase or to cancel the LTA, and shall notify the successful Bidder(s) in writing of its decision.
- 1.4. Upon the establishment of the LTA(s) with successful Bidder(s). Secondary Bidding procedures are described in Section 34.

2. Eligible Bidders

- 2.1. This Bidding process is open to all legally-constituted companies that can provide the requested service and have legal capacity to perform in the country, or through an authorized representative.
- 2.2. Bidders and all parties constituting the Bidder may hold any nationality.
- 2.3. Bidders must not have a conflict of interest in order to be considered eligible. Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
 - 2.3.1. Are, or have been associated in the past, with a company or any of its affiliates that have been engaged by UNFPA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods and/or services to be purchased under this Bid.



- 2.3.2. Submit more than one Bid in this Bidding process, except for alternative Bids accepted under instructions to Bidders clause 17 is not permitted. However, this does not limit the participation of subcontractors in more than one Bid.
- 2.3.3. Any Bidder that is uncertain as to whether the situation it is in constitutes a conflict of interest must disclose the situation to UNFPA and seek UNFPA's guidance.
- 2.3.4. The following information must be disclosed in the Bid:
 - 2.3.4.1. Bidding entities whose owners, part-owners, officers, directors, controlling shareholders, or key personnel are immediate family of UNFPA staff involved in procurement functions and/or of any government official of the beneficiary country and/or of any Implementing Partner (IP) receiving the goods and/or services under this RFP; and
 - 2.3.4.2. Any other situation that could potentially lead to actual or perceived conflict of interest, collusion, or unfair competition practices.
 - 2.3.4.3. Failure to disclose the information above may result in rejection or disqualification of the Bid or of the award resulting of the Bid process.
- 2.4. Bidders under declaration of ineligibility by UNFPA in accordance with clause 2 at the time of contract award will be disqualified. Bidders are not eligible to submit a Bid if at the time of Bid submission they are:
 - 2.4.1. Listed as suspended or removed by the United Nations Procurement Division (UNPD);
 - 2.4.2. Declared ineligible by other organizations of the United Nations through the disclosure of the ineligibility or listing as suspended on [United Nations Global Marketplace \(UNGM\)](#) as a result of having committed fraudulent activities;
 - 2.4.3. Included on the [UN 1267 list](#) issued by the Security Council resolution 1267 that establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;
 - 2.4.4. Debarred by the World Bank Group in accordance with the [WB Listing of Ineligible Firms & Individuals](#) and the [WB Corporate Procurement Listing of Non-Responsible Vendors](#).
- 2.5. All Bidders must adhere to the UN Supplier Code of Conduct, which may be found by clicking on [UN Supplier Code of Conduct](#).
- 2.6. Accordingly, any company that is found to have undertaken unethical, unprofessional, or fraudulent activities, as defined in clause 2, will be temporarily suspended or permanently debarred from business relations with UNFPA.
- 2.7. Bids may be submitted by a Joint Venture (JV). In the case of a JV:
 - 2.7.1. The completed Joint Venture Partner Information Form, SECTION VI – ANNEX G: JOINT VENTURE PARTNER INFORMATION FORM, must be included with the Bid; and
 - 2.7.2. All parties to the JV shall be jointly and severally liable; and
 - 2.7.3. The JV must nominate a Representative, who will have the authority to conduct all businesses for and on behalf of all parties of the JV during the Bidding process, and, if the JV is awarded an LTA, during the validity of the LTA.



3. Cost of Bid

- 3.1. Bidder will bear all costs associated with the preparation and submission of the Bid(s), and the procuring UN entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bid.

4. Fraud and Corruption

- 4.1. UNFPA's Policy regarding fraud and corruption is available by clicking on [Fraud Policy](#) and applies fully to this Bid. Submission of any Bid implies that the Bidder is aware of this Policy.
- 4.2. UNFPA is committed to preventing, identifying, and addressing all acts of fraud against UNFPA, as well as against third parties involved in UNFPA activities. To this effect, UNFPA has developed an Anti-Fraud Policy with the aim to raise awareness of fraud risks, implement controls to prevent fraud, and establish a procedure to detect fraud and to enforce the Policy.
- 4.3. UNFPA requires that Bidders, suppliers, and contractors and their subcontractors observe the highest standards of ethics during the procurement and execution of UNFPA contracts.
- 4.4. Pursuant to this Policy, UNFPA defines the terms set forth as follows:
 - 4.4.1. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - 4.4.2. "Fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
 - 4.4.3. "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - 4.4.4. "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - 4.4.5. "Obstructive practice" means acts intended to materially impede the exercise of UNFPA's contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNFPA investigation into allegations of fraud and corruption.
 - 4.4.6. "Unethical practice" means conduct or behavior that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority and harassment
- 4.5. UNFPA will reject to award a contract if it determines that a Bidder recommended for award has engaged in corrupt, fraudulent, collusive, coercive, obstructive or unethical practices while competing for the contract in question;
- 4.6. UNFPA will declare a supplier ineligible, either indefinitely or for a stated period of time, to be awarded a UNFPA contract/agreement if at any time it determines that the supplier has engaged in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices while competing for, or in executing, a UNFPA contract/agreement.
- 4.7. Any supplier participating in UNFPA's procurement activities must provide all required documents, records, and other elements to UNFPA personnel upon first request to facilitate any investigation of allegations of misconduct by either suppliers or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the supplier from the UNFPA supplier roster and may lead to suspension following review by UNFPA.



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

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

5. Zero Tolerance

5.1. UNFPA has adopted a zero tolerance policy on gifts and hospitality. Bidders are therefore requested not to send gifts or offer hospitality to UNFPA personnel. If interested on reading further on this policy, please select [Zero Tolerance Policy](#).

6. Disclaimer

6.1. Should any of the links malfunction or are inaccessible for any reason in this Request for Proposal or any of its Annexes, suppliers can contact the Procurement Official referenced below in clause 8 and request for them to share a PDF version of such document(s).

B. SOLICITATION DOCUMENTS

7. UNFPA Bidding document

7.1. This RFP document is posted on [United Nations Global Marketplace \(UNGM\)](#).

7.2. Bidding documents consists of the following:

Section I:	Instructions to Bidders
Section II:	Terms of Reference
Annex A:	Instructions for Preparing Technical Bid
Section III:	UNFPA General Conditions of Contract
Section IV:	UNFPA Special Conditions of Contract
Section V:	Supplier Qualification Requirements
Section VI:	Bid and Returnable Forms
Annex A:	Bid Confirmation Form
Annex B:	Bid Submission Form
Annex C:	Bidder Identification Form
Annex D:	Bidder Declaration Form
Annex E:	Bidder's Previous Experience
Annex F:	Price Schedule Form
Annex G:	Joint Venture Partner Information Form
Annex H:	Checklist of Bid Forms
Section VII:	Contractual Forms
Annex A:	Template of Proposed Long Term Agreement

7.3. Bidders are expected to examine all instructions, forms, Terms of Reference, terms and conditions contained within this Bid document. Failure to comply with these documents



shall be at the Bidder's risk and may affect the evaluation of the Bid or result in the rejection of the Bid.

- 7.4. Bidders are cautioned to read Section II – Terms of Reference, as there may be special requirements. The requirements presented herein are not to be construed as defining a particular service provider's service. Bidders are encouraged to advise UNFPA if they disagree.
- 7.5. The requirements included in this document are the minimum requirements of the services solicited. Services offered in the Bid must meet or exceed all requirements herein.

8. Clarifications of Bidding documents

- 8.1. Bidders requiring clarification to the Bid process and/or to the Bid documents may be addressed in writing to:

Liam Moazizi at scmu.cpt@unfpa.org

Corporate Procurement Services Team at: scmu.cpt@unfp.org

Bidders should **NOT** submit any Bid to this contact or your Bid will be declared invalid, as UNFPA will not be able to guarantee the confidentiality of the Bidding process. Bidders may request clarifications no later than **Thursday, 8 May, 2025, at 16:00 Copenhagen time**².

- 8.2. UNFPA will respond in writing to any requests for clarification received prior to the deadline and will circulate the answers (including an explanation of the requests without identifying the sources) to all prospective Bidders that have received the Bid documents. A copy of the questions and UNFPA's answers will also be posted on UNGM, (www.ungm.org).
- 8.3. UNFPA will respond to requests for clarifications as soon as possible. However, delays in UNFPA's response will not oblige UNFPA to extend the Bid submission deadline. UNFPA may extend the deadline in specific cases UNFPA deems justified and necessary.

9. Amendments to Bidding documents

- 9.1. At any time prior to the Bid submission deadline, 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 issuing an amendment.
- 9.2. UNFPA shall post all amendments under the original notice on UNGM. All prospective Bidders that have received the Bidding documents shall periodically check if amendments have been posted to the bidding documents on UNGM.
- 9.3. To give prospective Bidders reasonable time to take the amendments into account, UNFPA may, at its discretion, extend the Bid submission deadline.

C. PREPARATION OF BIDS

10. Language of the Bid

- 10.1. Bid documents and all related correspondence will be written in English.
- 10.2. Any printed literature furnished by a prospective Bidder written in a language other than the language indicated must be accompanied by a translation in the preferred language indicated above. For the purpose of interpretation of the Bid, and in the event of

² <http://www.timeanddate.com/worldclock/city.html?n=69>



discrepancy or inconsistency in meaning, the version translated into the preferred language indicated above shall govern. The sole responsibility for translation and the accuracy thereof shall rest with the Bidder.

11. Bid currency and prices

- 11.1. All prices shall be in US dollars (USD) or any other convertible currency.
- 11.2. The Bidder shall indicate on the Price Schedule Form in accordance to SECTION VI – ANNEX F: PRICE SCHEDULE FORM the unit of measure, the unit price and total Bid price of the goods and/or services (where applicable) it proposes to supply under the LTA.

12. Most favored pricing

- 12.1. By submitting a Bid, the Bidder certifies that the same services have not been offered to other customers under similar circumstances at a lower cost. Should a Bidder be found to have done so, it must offer the lower cost to UNFPA.

13. Validity of Bids

- 13.1. Bids must remain valid for *120 calendar days* after the Bid submission deadline. UNFPA will consider Bids with shorter validity as not substantially responsive and reject them. Under special circumstances, UNFPA may request Bidders to extend the validity of their Bids. Requests for validity extension will be made in writing.

D. SUBMISSION OF BIDS

14. Documents establishing eligibility and conformity to Bid documents

- 14.1. Evidence of conformity of the goods/services to the Bidding documents may include the following documentation as described in clauses 15 Technical Bid and 16 Financial Bid, to be completed and returned in hard copies or in electronic format depending on the submission approach selected.
- 14.2. Submission of a Bid that 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.

All required documents returned with the Technical Bid should be submitted in PDF version. The Financial Bid should be submitted both in PDF version and Excel version.

15. Technical Bid

- 15.1. Documents establishing the eligibility of the Technical Bid:
 - 15.1.1. Completed and signed Bid Submission Form; SECTION VI – ANNEX B: BID SUBMISSION FORM, in PDF format. Note: if the bid submission form is not submitted or not signed, and provided the bidder has not indicated they do not accept any of the conditions required in this form, UNFPA shall consider that the bidder has accepted all such conditions. For the sake of good order, at the time of bid evaluation UNFPA will request the bidder to provide the signed Bid Submission Form.
 - 15.1.2. Completed Bidder Identification Form; SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM in PDF format.
 - 15.1.3. Completed Bidder Declaration Form; SECTION VI – ANNEX D: BIDDER DECLARATION FORM



- 15.1.4. Completed Bidder's Previous Experience; SECTION VI – ANNEX E: BIDDER'S PREVIOUS EXPERIENCE in PDF format.
- 15.1.5. Technical Bid, including documentation to demonstrate that the Bidder meets all requirements. The Technical Bid should be presented concisely and structured to include but not necessarily be limited to the information listed in SECTION II – ANNEX B: INSTRUCTIONS FOR PREPARING TECHNICAL BID in PDF format
- 15.1.6. Supporting documents/information per the Supplier Qualification Requirements; SECTION V: SUPPLIER QUALIFICATION REQUIREMENT
- 15.1.7. Completed Joint Venture Partner Information Form; SECTION VI – ANNEX G: JOINT VENTURE PARTNER INFORMATION FORM in PDF format.
- 15.1.8. Copy of the last of the last five years of audited financial statements.

16. Financial Bid

- 16.1. Bidders must complete the Price Schedule Form in accordance to SECTION VI – ANNEX F: PRICE SCHEDULE FORM – both in PDF format (signed version) and excel format. The separate Financial Bid must contain a quotation in a single currency, itemizing all services to be provided.
- 16.2. Please consider the following information when completing the Price Schedule Form:
 - 16.2.1. The Price Schedule Form must provide a detailed cost breakdown, as shown in SECTION VI – ANNEX F: PRICE SCHEDULE FORM. Bidders are required to provide separate figures for each of the steps for each item.
 - 16.2.2. Estimates for out of pocket expenses should be listed separately. Where installation, commissioning, training or other similar services are required to be performed by the Bidder, the Bidder shall include the prices for these services broken down into itemized prices.
 - 16.2.3. All prices/rates Bid must be exclusive of all taxes, since UNFPA is exempt from taxes. The applicable unit of measure should be clearly indicated.
 - 16.2.4. Submit this Financial Bid in a separate envelope/email from the rest of the Technical Bid.

17. Partial & Alternative Bids

- 17.1. Partial Bids are not allowed under this RFP. UNFPA reserves the right to select and accept a part or parts of any Bid.
- 17.2. Alternative bids are not accepted. In the event of a supplier submitting more than one bid, the following shall apply:
 - 17.2.1. All bids marked alternative bids will be rejected and only the base bid will be evaluated.
 - 17.2.2. All bids will be rejected if no indication is provided as to which bids are alternative bids.

18. Submission, sealing, and marking of Bids

- 18.1. The Bid process shall be conducted through a TWO-envelope system. Interested Bidders are requested to submit their Technical Bid separately from their Financial Bid containing price information.
- 18.2. UNFPA provides alternative methods of Bid submission:



18.2.1. Electronic Bids may be submitted via email in accordance with the guidelines provided in clause 18.3.

18.3. Submission of electronic Bids

18.3.1. Bidders must enter the following text in the subject line: **UNFPA/USA/RFP/25/011, *Company Name***, and specify “Technical Bid” or “Financial Bid”. Example below:

18.3.1.1. **UNFPA/USA/RFP/25/011 [*Company name*], Technical Bid** email X

18.3.1.2. **UNFPA/USA/RFP/25/011 [*Company name*], Financial Bid**

18.3.1.3. Submissions without this text in the subject line may be rejected.

18.3.2. Electronic submissions must be sent only to Bidtender@unfpa.org. Bids received at Bidtender@unfpa.org mailbox shall not be opened before the scheduled opening date. Sending the Bid to any other email address, including as a carbon copy (cc), will violate confidentiality and result in the invalidation of the Bid.

18.3.3. The total size of the email submission must **not exceed 20 MB**, including e-mail body, attachments, and headers.

18.3.4. It is recommended that the entire Bid be consolidated into as few attachments as possible, in commonly-used file formats in accordance to what has been stated in clauses 15 & 16. If the Bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. Multiple emails must be clearly identified by indicating in the subject line “email X” sequentially, and the final “email Y – final”.

18.3.5. It is the Bidder’s responsibility to ensure that Bids sent by email are received by the submission deadline. When submitting electronic offers, Bidders will receive an auto-reply acknowledging receipt of the **first** email. Should your offer require you to submit more than one email, in the body of this first email, bidders are requested to list the number of messages that make up their technical offer and the number of messages that make up their financial offer. If you do not receive any auto-reply for the first email from UNFPA’s email system, please inform Liam Moazizi at: scmu.cpt@unfpa.org.

19. Deadline for submission of Bid and late Bids

19.1. Bids must be delivered to the place, date and time specified in this RFP. If any doubt exists as to the time zone in which the Bid should be submitted, refer to <http://www.timeanddate.com/worldclock/>, or contact the Bid focal point.

19.2. Bids received after the submission deadline shall be declared late, rejected and the supplier informed by UNFPA accordingly. UNFPA will not be responsible for Bids that arrive late due to the courier company and any other technical issues which are not within the control of UNFPA.

20. Modification and withdrawal of Bids

20.1. Bidders are expected to have sole responsibility to examine the conformity of their Bids to the requirements of the RFP, keeping in mind that material deficiency in providing information requested by UNFPA, or lack of clarity in the description of goods or services to be provided may result negatively in the evaluation process of the Bids.



- 20.2. Bidders may modify, substitute or withdraw their Bid after submission, provided that written notice is received by UNFPA prior to the submission deadline.
- 20.3. Any proposed modification, substitution or withdrawal must be submitted in accordance to clause 18 - Submission, sealing and marking of Bids based on the approach utilized. The respective envelope or email shall be clearly marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL". Any revision to the Bid must be received by the deadline.
- 20.4. No Bid may be modified, substituted or withdrawn in the interval between the submission deadline and the expiration of the period of the Bid validity. No Bid may be modified, substituted or withdrawn after the submission deadline.

21. Storage of Bids

- 21.1. Bids received prior to the deadline of submission and the time of opening shall remain secure and unopened until the Bid opening date stated in UNFPA's RFP.

E. BID OPENING AND EVALUATION

22. Bid opening

- 22.1. UNFPA will conduct an internal Bid opening on **Friday, 23 May, 2025, at 16:00 Copenhagen time**³ at the UNFPA Copenhagen office.
- 22.2. Bids will be opened by an ad-hoc panel consisting of at least two staff members (of which one may be from a different United Nations agency/fund/program) and where at least one individual has no involvement in the subsequent stages of the procurement process. There will be separate Bid openings for Technical and Financial Bids. The Bidders' names and submitted documents shall be announced and recorded on the Technical Bid opening report.
- 22.3. A Bid opening report will be available for viewing only to Bidders who have submitted a bid or their authorized representatives for a period of thirty days from the date of the opening. Information not included in the Bid opening report will not be provided to Bidders.
- 22.4. Once the Technical evaluation has been completed, the Financial Bids will be opened. During the Financial Bid opening, the Bidders' names and the prices stated in the Financial Bid shall be announced and recorded on the Financial Bid opening report.
- 22.5. No Bid shall be rejected during Bid opening, except for late Bids. Rejected Bids will be shredded except for any bank securities, which will be returned to the Bidder.

23. Clarification of Bids

- 23.1. 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 Bid shall be sought, offered or permitted. Clarification of Bids may be provided only in response to UNFPA request for clarification or request for additional information.

24. Preliminary examination of Bids

- 24.1. Prior to the detailed evaluation, UNFPA shall examine the Bids to determine whether they are complete with respect to minimum documentation requirements, whether the

³ <http://www.timeanddate.com/worldclock/city.html?n=69>



documents are properly signed, whether any computational errors have been made and whether the Bids are generally in order.

24.2. The procurement official will determine the substantial responsiveness of each Bid to the RFP during the preliminary examination.

24.3. A substantially responsive Bid conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

24.3.1. Affects in any substantial way the scope, quality, or services specified; or

24.3.2. Limits in any substantial way, inconsistent with the Bidding documents, UNFPA's rights or the Bidder's obligations under the LTA; or

24.3.3. If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

24.4. UNFPA considers material deviations to include, but not be limited to the following:

24.4.1. During preliminary examination of Bids

24.4.1.1. Absence of Bid form(s), change in the wording or lack of signature on key portions of the Bid form when this is clearly required. Any change in wording that is consistent with the standard format of the Bid form(s) is not a material deviation;

24.4.1.2. The Bidder indicates in the Bid that they do not accept important LTA conditions, i.e. related to Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, General Conditions of Contract and Limitation of Liability;

24.4.1.3. Non submission of non-historical documents (documents that should be specifically prepared by the Bidder in response to this RFP) by the bid submission deadline.

24.4.1.4. Non-eligibility of the Bidder;

24.4.1.5. Financial information is included in the Technical Bid.

24.4.2. During technical evaluation of Bids and qualification of Bidders:

24.4.2.1. Bids do not reach the minimum threshold on technical score.

24.4.2.2. The Bidder does not meet the minimum conditions for qualification.

24.4.3. During Financial evaluation of Bids:

24.4.3.1. The Bidder does not accept the required price correction in accordance to Section I: Instructions to Bidders, clause 25.1.3.

24.4.3.2. Required price components are missing;

24.4.3.3. The Bidder offers less quantity than what is required

24.5. If a Bid is not substantially responsive to the Bidding documents, it shall be rejected by UNFPA and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

25. Non-conformities, errors, and omissions

25.1. Provided that a Bid is substantially responsive:

25.1.1. UNFPA may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

25.1.2. UNFPA may request the Bidder to submit the necessary information or documentation within a reasonable period of time to rectify non-material



non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

25.1.3. UNFPA shall correct arithmetical errors on the following basis:

- 25.1.3.1. If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail, and the line item total shall be corrected, unless in the opinion of UNFPA there is an obvious misplacement of the decimal point in the unit price. In that case the line item total as quoted shall govern, and the unit price shall be corrected;
- 25.1.3.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

26. Evaluation of Bids

- 26.1. The evaluation of the Bids will be carried out in a two-step process by an evaluation panel, with evaluation of the Technical Bid being completed prior to any Financial Bid being opened and compared.
- 26.2. The Financial Bid will be opened only for those Bidders, where Technical Bids reach a minimum score of 70% and whom have fulfilled the supplier qualifications. The total number of points a Bidder may obtain for Technical and Financial Bids is 100 points.
- 26.3. Information relating to the examination, evaluation, comparison, and post-qualification of Bids and recommendation of LTA award shall not be disclosed to Bidders or any other person not officially concerned with such process until the LTA award is published.
- 26.4. Any effort by a Bidder to influence UNFPA in the examination, evaluation, comparison, and post-qualification of the Bids or LTA award decisions may result in the rejection of its Bid.
- 26.5. Notwithstanding from the time of Bid opening to the time of LTA award, if any Bidder wishes to contact UNFPA on any matter related to the Bidding process, it should do so in writing.

27. Technical evaluation

- 27.1. The Technical Bid is evaluated on the basis of its responsiveness to the Terms of Reference shown in Section II, the Technical Bids submitted by the Bidders and the evaluation criteria published below.

Criteria	[A] Maximum Points	[B] Points attained by the Bidder	[C] Weighting %	[B] x [C] = [D] Total Points
1. Technical approach and methodology – understanding nature and scope of work	100		40%	
2. Implementation (work) plan and management plan. Professional experience of the staff and team in	100		30%	



creating, developing, customizing and orchestrating Gen AI applications				
3. A commitment to continuous product improvement and client value creation. Provision of specific examples where AI technologies were leveraged or existing technology stacks were upgraded, without explicit client direction, to deliver enhanced functionality, performance, or user experience.	100		30%	
GRAND TOTAL ALL CRITERIA	300		100%	

27.2. Scoring Scale System

27.2.1. The following scoring scale system will be used by the technical evaluation panel to conduct the Technical Bid evaluation objectively.

Degree to which the Terms of Reference requirements are met based on evidence included in the Bid submitted	Points out of 100
Significantly exceeds the requirements	90 – 100
Exceeds the requirements	80 – 89
Meets the requirements	70 – 79
Partially meets the requirements	1 – 69
Does not meet the requirements or no information provided to assess compliance with the requirements	0

28. Supplier qualification requirements

28.1. The responses from the Bidders compared to SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM and SECTION VI – ANNEX E: BIDDER'S PREVIOUS EXPERIENCE of this document will be evaluated based on the criteria provided below to assess the degree of Bidder qualification for the proposed LTA.

Number	Supplier Qualification Parameter	Bid is acceptable? (YES/NO)	Justification
1	Legal and regulatory requirements	UNFPA shall examine the Bid to confirm that it does not contain any material deviations, reservation, or omission related to the General Conditions of Contracts (Section III)	
2	Bidder is established as a company and legally incorporated in the country		



3	Bidder is not a banned or suspended supplier		
4	Financial stability		
5	Bidder is experienced and technically capable of delivering the LTA		

28.2. Notwithstanding anything stated above, UNFPA reserves the right to assess the Bidder's capabilities and capacity to execute the LTA satisfactorily before deciding on award.

28.3. Even though the Bidders may meet the above qualifying criteria, they can be subject to disqualification if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and/or have a record of poor performance such as: not properly completing contracts, inordinate delays in completion, litigation history, financial failures, etc.

29. Financial evaluation

29.1. The Financial Bid will only be evaluated if the Technical Bid achieves the minimum score as indicated in clause 26.2 and is considered qualified through the supplier qualification process described in clause 28. Proposals failing to obtain this minimum technical threshold or those which will not be considered qualified through the supplier qualification process will not be eligible for further consideration.

29.2. The Financial Bid is evaluated on the basis of its responsiveness to the Price Schedule Form SECTION VI – ANNEX F: PRICE SCHEDULE FORM. The maximum number of points for the Financial Bid is 100. This maximum number of points will be allocated to the lowest price. All other Financial Bids will receive points in inverse proportion according to the following formula:

Financial Score =	Lowest Bid (\$)	X 100 (Maximum Score)
	Bid being Scored (\$)	

30. Total score

30.1. 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

31. Award of long term agreement (LTA)

31.1. UNFPA intends to award multiple LTA(s), for at least 3 LTAs or up to 6 LTAs, to the Bidder(s) that obtains the highest, second highest and the third highest combined score of the Technical and Financial evaluation.

31.2. UNFPA reserves the right to make multiple arrangements for any item(s) where, in the opinion of UNFPA, the Bid winner cannot fully meet the delivery requirements or it is deemed to be in UNFPA's best interest to do so. Any arrangement under this condition shall be made on the basis of the highest combined scoring Bid, the second-highest, etc.



32. Rejection of Bids and annulments

- 32.1. UNFPA reserves the right to reject any Bid if the Bidder has previously failed to perform properly or on time in accordance with previous contracts/Purchase Orders or if the Bidder from UNFPA's perspective is not in a position to deliver Purchase Orders that will be issued pursuant to the LTA(s).
- 32.2. UNFPA reserves the right to annul the RFP and reject all Bids at any time prior to award of the LTA without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information.
- 32.3. Bidders waive all rights to appeal against the decision made by UNFPA.

33. Right to vary requirements and to negotiate at time of award

- 33.1. At the time of award of the LTA and any Purchase Order(s) pursuant to the LTA UNFPA reserves the right to vary the quantity of goods and/or services specified in the RFP without any change in the hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.
- 33.2. UNFPA reserves the right to negotiate the price with the Bid winner before awarding the LTA to ensure that the Financial Bid is competitive on all aspects of the price.
 - 33.2.1. The purpose of negotiations of offers selected based on the 'cumulative analysis methodology' is to ensure that the technical proposal is in line with requirements and that the financial proposal is competitive on all aspects of the price.
 - 33.2.2. In the negotiations, any deficiency in the offer will be pointed out to the supplier. The supplier will be allowed to make adjustments in the proposal in order to improve and more clearly specify the contents of the offer. However, under no circumstances shall the requirements (Terms of Reference/specifications) be changed.
 - 33.2.3. UNFPA reserves the right to select specific resources from the proposed pool.

34. Signing of the long term agreement (LTA)

- 34.1. The procurement official will send the successful Bidder(s) the LTA valid for three (3) years (which will have the possibility of additional two (1+1) years of extension), which constitutes notification of award. Successful Bidder(s) shall sign and date the LTA, and return it to UNFPA within 10 calendar days of receipt of the LTA. To facilitate the process of signing the LTA, Bidders are expected to have reviewed the LTA template found in SECTION VII – ANNEX A: LONG TERM AGREEMENT TEMPLATE of the Bidding documents prior to submitting a Bid. After receipt of any Purchase Order(s) issued pursuant to the signed LTA, the successful Bidder shall deliver the goods and/or services in accordance with the delivery schedule outlined in the Purchase Orders.
- 34.2. The LTA will be established between the successful Bidder(s) and UNFPA to allow UNFPA to contract the provision of the specified goods/services. The resultant Agreement represents an offer on the part of the successful Bidder(s) to provide UNFPA with goods/services, at the prices agreed and under the Conditions of Contract detailed for the duration of the Agreement. These Agreements will not be considered as contracts, nor oblige UNFPA to any financial commitment whatsoever. Only Purchase Orders made pursuant to such Agreements will constitute a commitment on UNFPA's part.
- 34.3. UNFPA reserves the right to discontinue the agreements if the supplier's performance is not satisfactory to UNFPA.



34.4. Upon the establishment of the LTA with successful Bidder(s), the following secondary Bidding procedures will be followed each time there is a requirement for the services (noting that UNFPA reserves the right to conduct secondary Bidding in the future through an on-line system):

- 34.4.1. A Request for Quotation (RFQ) will be sent to all the firms with whom an LTA has been signed for the required goods/services.
- 34.4.2. Bidder(s) will be required to provide their best rates (for services), bearing in mind that the rates (for services) cannot exceed the maximum ceiling unit prices in the LTA.
- 34.4.3. Bidder(s) will normally be given a maximum of two weeks to provide a quotation. Depending on the complexity of the request and the destination, more time may be given.
- 34.4.4. Quotations will be evaluated based on the lowest priced most technically acceptable methodology. At the moment of submitting the RFQ the procurement official will provide indications on the evaluation parameters.
- 34.4.5. UNFPA reserves the right to accept all or part of the Quote.
- 34.4.6. Depending on the quantities being requested at the secondary Bidding stage or the complexity of the need, Bidders may be requested to provide a performance security.
- 34.4.7. The successful Bidder(s) may be requested to quote for goods and/or services not covered by the LTA; these should be clearly identified as non-LTA items in the Quote.
- 34.4.8. Bidder(s) invited to a secondary Bidding that systematically fail to respond regularly to UNFPA RFQs without valid justification may not continue to be invited to submit Quotes.

35. Publication of Contract Award

- 35.1. UNFPA will publish the contract award on [United Nations Global Marketplace](#) with the following information: Supplier Name and Country, Description of the Goods or Services and the date of the contract.
- 35.2. Additionally, for every Purchase Order UNFPA will publish on [United Nations Global Marketplace](#), unless it is deemed to be in the interest of UNFPA not to do so: Purchase Order reference Number, Description of the Goods or Services procured, Beneficiary Country, Supplier Name and Country, Purchase order amount and the issue date of the purchase order.

36. Payment Provisions

- 36.1. 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 contract.

37. Bid protest

- 37.1. Any Bidder(s) perceiving that they have been unjustly treated in connection with the solicitation or award of a LTA may lodge a complaint directly to the Chief, Supply Chain Management Unit (SCMU) at procurement@unfpa.org, who will then make an assessment



of the complaint and provide a reply to the supplier within 10 calendar days, if required, advise the Bidder on further recourse.

38. Documents establishing sustainability efforts of the Bidder

38.1. Currently UNFPA is requesting information on environmental and social policies and related documentation with Bids submitted by prospective suppliers. UNFPA is incorporating environmental and social criteria considerations into the evaluation process, such as adherence to Global Compact requirements (more information can be accessed here, <http://www.unglobalcompact.org/>, or by contacting Supply Chain Management Unit at procurement@unfpa.org). UNFPA encourages suppliers to consider joining the UN Global Compact and to look into other ways to help reduce their environmental impact now.



SECTION II: TERMS OF REFERENCE (TOR)

Terms of Reference for developing an GenAI-powered Applications

Information Technology Solutions Office (ITSO)

1. Context

The United Nations Population Fund (UNFPA) is the lead UN agency that works to deliver a world where every pregnancy is wanted, every childbirth is safe, and every young person's potential is fulfilled. UNFPA works in over 150 countries and territories to achieve universal access to sexual and reproductive health and rights, promote reproductive health, and reduce maternal mortality. To read more about UNFPA, please go to: [UNFPA about us](#)

UNFPA is seeking a professional services company to develop innovative AI-based applications to support its programmes and initiatives. The vendor will be responsible for the design, development, testing, and deployment of AI solutions across a variety of use cases.

2. Objectives

The primary objective of this engagement is to leverage the power of AI to:

- Improve programme and operational efficiency and effectiveness: Automate tasks, optimize resource allocation, and enhance data analysis to improve program delivery and impact.
- Enhance decision-making: Develop AI-powered tools to provide data-driven insights and predictive analytics for informed decision-making at all levels.
- Increase reach and accessibility: Create AI-driven solutions to reach underserved populations and provide access to information and services in innovative ways.
- Promote innovation and scalability: Develop AI applications that can be adapted and scaled across different contexts and countries.

3. Scope of Work

The vendor will be responsible for the following:

Technical Development	<ul style="list-style-type: none">- Conduct detailed requirements analysis for each identified use case- Design and develop AI applications using appropriate frameworks and technologies- Ensure integration with existing UNFPA systems and databases- Implement robust security measures following UN cybersecurity standards- Develop and maintain comprehensive documentation
Technical Requirements	The AI applications should primarily be developed using modern programming languages (Python, NodeJS, Java, R etc). Vendors should specify the languages and frameworks they intend to use in their proposals.
Model Design	Map out potential dialogue paths Information architecture design and data model

	<p>Design for error handling and unexpected user inputs</p> <p>Persona development- voice and tone for the chatbot</p> <p>Intent and Entity design</p> <p>Dialog Flow design</p> <p>Develop a risk matrix of the potential barriers to successful deployment and risk mitigation steps</p>
Model development and training	<p>Scope the Proof of Concept</p> <p>Define user interface</p> <p>Use Google Gemini model with Vertex AI</p> <p>Format existing data for the model</p> <p>Develop Proof of Concept and test (Machine Learning)</p> <p>Move to Minimum Viable Product (MVP) based on user engagement</p> <p>Train mode with simulated user interactions</p> <p>Validation and Piloting</p> <p>Develop frontend interface for users to interact with the chatbot</p> <p>Deployment</p>
User interface	<p>Design intuitive and visually appealing interfaces that are consistent with UNFPA's branding and accessibility guidelines. Iterate on the designs based on user feedback and testing results to optimize the user experience. Provide clear and concise documentation on the UI design, including style guides, design specifications, and user manuals</p>
Testing modality	<p>Support UNFPA in defining key tasks and modalities for testing the model, based on the performance benchmarks below.</p>
Performance benchmarks	<p>Accuracy of results</p> <p>Relevance of results</p> <p>Completeness and robustness of results</p> <p>Provision of references</p> <p>User-friendliness/ease of use</p> <p>Use of feedback/reinforcement</p>
UNFPA Provided Resources	<p>UNFPA will provide access to relevant internal stakeholders for requirement gathering and feedback. UNFPA will facilitate collaboration with its ITSO team for infrastructure set up and deployment on GCP. No specific development tools (beyond access to necessary UNFPA systems/APIs upon agreement) or pre-processed datasets, unless explicitly stated in a specific project TOR.</p>
Data security and safeguards	<p>Align with UNFPA information security and data protection protocols. Ensure that all AI development adheres to the UN ethical principles, including data privacy, fairness, transparency, and accountability</p>
Deployment	<p>Collaborate with UNFPA's ITSO team to set up the necessary infrastructure for deploying the AI applications, including cloud hosting, servers, and databases. Facilitate user acceptance testing with UNFPA staff to gather feedback and address any issues before final release</p>

Scope Adaptability and Future Technologies	The scope of services will encompass capabilities related to both current Gen AI models and methodologies as well as those that might emerge during the LTA validity. Project-specific ToRs will be issued to pre-qualified vendors potentially including the application of new AI models, platforms, or associated emerging technologies relevant to UNFPA's objectives.
Usage and monitoring	Monitor usage patterns and track performance Identify common failures Bugs finding and fixing Analytics on model usage and performance
Maintenance and change management	Ongoing user support Maintenance and update of the application

4. Deliverables

- Requirement Analysis/Proof of Concept
- Testing/Machine Learning
- MVP of trained model
- Piloting and User Acceptance Testing
- Deployment of the final and fully functional Evidence Assistant
- Documentation (technical specifications and any user instructions)

5. Work Assignment Model

Work assignments under the awarded LTA will follow two modes of engagement:

1. **Deliverable-based engagement model:** Specific project TORs outlining the objectives, scope, deliverable and timelines for each required AI application will be provided. The LTA holder will provide a fixed-price proposal for each project, based on the effort required from the various profiles and the agreed-upon resource rates established in the LTA price schedule. Payment will be linked to successful project completion.
2. **Temporary engagement:** Resources can be ordered on a temporary basis, charged according to the applicable hourly rates of the agreed profiles.

The use of LTAs for either modes of engagement described above will be subject to Secondary Bidding procedure, as defined in Section 34.4 of RFP UNFPA/USA/RFP/25/011. The winner of the secondary bidding competition will be awarded a Purchase Order. The LTA will not constitute an obligation on the part of UNFPA to request any services from the selected providers. Services will be requested on an as-needed basis, depending on the UNFPA requirements.

6. Vendor qualifications

- The vendor should have technical expertise and proven experience in developing GenAI solutions, software development and depth of expertise in NLP and machine learning techniques, especially on Gemini, Vertex AI and Google Cloud Platform (GCP).
- The vendor should provide relevant case studies and references of similar deployed AI projects ideally involving successfully deployed GenAI-driven chatbots and platforms.



- The vendor should demonstrate strong project management experience especially in defining a robust app development and deployment methodology; and a strong track record of on-time and on-budget delivery.
- The vendor should demonstrate expertise and experience in User Interface (UI) and User Experience (UX) design.
- The vendor should have experience with UN, international development or similar organizations (desirable).

7. Required Profiles, Roles and Responsibilities

The following technical profiles at junior, mid and senior levels are required for the specific project implementation. Vendors should provide resources meeting these minimum qualifications and skillsets as part of their proposal. Pricing should be provided per profile level as indicated in the price schedule

- **Project Manager:** Oversees the entire Gen AI project, coordinates teams, manages timelines, and ensures alignment with business goals.
 - *Minimum Experience:* 5+ years for Senior in managing software/AI development projects.
 - *Preferred Skills:* Agile methodologies (Scrum/Kanban), JIRA/Confluence, risk management, stakeholder communication, experience with AI/ML project lifecycles, PMP or equivalent certification desirable.
 - *Responsibilities:* Overall project planning, execution, monitoring, resource coordination, budget tracking, reporting, risk management, ensuring timely delivery of milestones.
 - *Mandatory Deliverable:* Project plan, progress reports, risk register, final project report.
- **AI Solutions Architect:** Designs the system architecture for scalable AI systems and integrates Gen AI APIs
 - *Minimum Experience:* 7+ years in designing complex software systems, with at least 3+ years focused on AI/ML solutions.
 - *Preferred Skills:* Deep understanding of GCP AI services (Vertex AI, Gemini), ML Ops, system integration, data architecture, microservices, API design, security best practices.
 - *Responsibilities:* Designing end-to-end AI solutions, selecting appropriate technologies and models, ensuring scalability, performance, and security, defining technical architecture, guiding development teams.
 - *Mandatory Deliverable:* Solution architecture document, technical design specifications, integration plans.
- **Senior AI/ML Engineer (Gen AI Focus):** Designs and fine-tunes LLMs, diffusion models, or other generative architectures
 - *Minimum Experience:* 5+ years in AI/ML development, with specific experience in Generative AI.



- *Preferred Skills:* Strong Python, experience with LLMs (like Gemini), fine-tuning, prompt engineering, NLP libraries (e.g., spaCy, NLTK), ML frameworks (TensorFlow/PyTorch), Vertex AI, model evaluation, data preprocessing.
 - *Responsibilities:* Leading the development and implementation of GenAI models, fine-tuning models, developing complex algorithms, collaborating with architects and data scientists, mentoring junior engineers.
 - *Mandatory Deliverable:* Trained/fine-tuned models, model evaluation reports, code repositories, technical documentation.
-
- **Mid-level AI/ML Engineer:** Implements and optimizes Gen AI models, works on fine-tuning and prompt engineering.
 - *Minimum Experience:* 3+ years in AI/ML development.
 - *Preferred Skills:* Python, experience with ML frameworks, data preprocessing, model training and deployment, familiarity with GCP AI tools.
 - *Responsibilities:* Developing, testing, and deploying ML models, implementing algorithms, data preparation, assisting senior engineers.
 - *Mandatory Deliverable:* Implemented ML components, code contributions, testing results.
-
- **Junior level AI/ML Engineer:** Assists in data preprocessing, model training, and basic implementation of Gen AI models
 - *Minimum Experience:* 1+ year in software development with exposure to AI/ML concepts.
 - *Preferred Skills:* Python fundamentals, basic understanding of ML concepts and frameworks, eagerness to learn GCP AI tools.
 - *Responsibilities:* Assisting with data preparation, coding simpler ML components, testing, documentation, learning and applying new techniques under supervision.
 - *Mandatory Deliverable:* Code contributions, test scripts, documentation updates.
-
- **Cloud AI Engineer:** Manages cloud infrastructure for AI workloads
 - *Minimum Experience:* 3+ years in cloud infrastructure, with specific experience in deploying and managing AI/ML workloads on GCP.
 - *Preferred Skills:* GCP services (Compute Engine, GKE, Cloud Storage, Vertex AI Pipelines, BigQuery), Terraform/IaC, CI/CD pipelines, monitoring tools (Cloud Monitoring/Logging), networking, security on GCP.
 - *Responsibilities:* Setting up, managing, and optimizing GCP infrastructure for AI applications, implementing MLOps pipelines, ensuring security and compliance, monitoring performance.
 - *Mandatory Deliverable:* Infrastructure-as-Code scripts, CI/CD pipeline configurations, monitoring dashboards setup, deployment documentation.



- **Senior UI/UX Designer (AI Products):** Designs intuitive interfaces for Gen AI applications (e.g. chatbots, image generators).
 - *Minimum Experience:* 5+ years in UI/UX design, with experience designing interfaces for AI-powered applications or complex data-driven products.
 - *Preferred Skills:* User research, wireframing, prototyping (Figma/Sketch/Adobe XD), interaction design, usability testing, understanding of AI concepts impacting UX (e.g., explainability, trust), accessibility standards (WCAG).
 - *Responsibilities:* Leading the design process for AI applications, conducting user research, creating user flows, wireframes, mockups, and prototypes, ensuring intuitive and user-friendly interfaces, collaborating with developers.
 - *Mandatory Deliverable:* User research findings, personas, user journey maps, wireframes, high-fidelity mockups, prototypes, style guide.

- **UI/UX Designer (AI Focus):** Creates wireframes and prototypes for AI-driven user experiences.
 - *Minimum Experience:* 2+ years in UI/UX design.
 - *Preferred Skills:* Wireframing, prototyping tools, visual design, basic understanding of usability principles, familiarity with designing for web/mobile applications.
 - *Responsibilities:* Assisting senior designers, creating mockups and wireframes, designing UI elements, conducting usability testing, iterating designs based on feedback.
 - *Mandatory Deliverable:* Design assets (icons, mockups), prototype contributions, usability test reports.

- **Frontend Developer:** Helps build UI components for AI applications
 - *Minimum Experience:* 3+ years in frontend web development.
 - *Preferred Skills:* HTML, CSS, JavaScript, modern frameworks (React/Angular/Vue.js), API integration, responsive design, accessibility implementation, version control (Git).
 - *Responsibilities:* Developing user interfaces based on UI/UX designs, implementing frontend logic, integrating with backend APIs, ensuring cross-browser compatibility and performance.
 - *Mandatory Deliverable:* Functional UI components, frontend code repository, implementation documentation.

- **Data Analyst/Visualizer:** Interprets complex datasets, identifies trends and insights. Translates findings into compelling visualizations (dashboards, charts, reports).
 - *Minimum Experience:* 3+ years in data analysis, business intelligence, or a related field
 - *Preferred Skills:* Proficiency in SQL for data querying/manipulation; experience with data analysis languages (Python, R); expertise in data visualization tools (Power BI & Looker Studio); data cleaning and preparation techniques.
 - *Responsibilities:* Gathering data requirements from stakeholders; sourcing, cleaning, and transforming raw data; performing exploratory data analysis (EDA) and statistical analysis;



identifying key trends and patterns. Designing, developing, and maintaining interactive dashboards and static reports.

- *Mandatory Deliverable:* Interactive data dashboards, analytical reports, data documentation.

- **Quality Assurance (QA) Tester:** Develops and implements testing for AI model outputs and edge cases, as well as Gen AI features
 - *Minimum Experience:* 2+ years in software testing.
 - *Preferred Skills:* Test planning, test case design, manual and automated testing, bug tracking systems (e.g., JIRA), API testing tools (e.g., Postman), basic understanding of AI/ML concepts helpful for testing AI features.
 - *Responsibilities:* Developing test plans and cases, executing tests (manual/automated), identifying and documenting bugs, verifying fixes, ensuring application quality and adherence to requirements.
 - *Mandatory Deliverable:* Test plan, test cases, bug reports, test execution summary reports.

8. Resource Selection and Replacement

UNFPA will not conduct individual interviews for resources proposed under the LTA. The evaluation of personnel will be based on the vendor's comprehensive proposal, including the company's overall qualifications, relevant case studies, and a detailed review of the CVs/profiles submitted for the proposed team, ensuring they meet the minimum requirements outlined in the required profiles section.

UNFPA reserves the right to reject proposed resources if they do not meet the minimum qualifications or if their profiles are deemed unsuitable for the project's needs following the review.

If UNFPA is unsatisfied with the performance of any resource during the engagement, UNFPA may request a replacement. The vendor must propose a suitable replacement resource, meeting the required qualifications, within a notice period of 10 business days from UNFPA's formal request.

9. Mode of Engagement and Reporting

The vendor's resources will work under the technical guidance and supervision of designated points of contact within UNFPA's ITSO team. Regular communication will be maintained through scheduled meetings, including routine stand-up calls, progress check-ins, and reviews of key deliverables.

The Vendor Project Manager will provide regular progress reports (e.g., weekly or bi-weekly) detailing activities completed, planned activities, risks, issues, and budget status.

10. Work Modality and Logistics



Resources are expected to be available during the UNFPA HQ's core business hours (9:00am-5:00pm EST) for meetings and collaboration, although specific work hours may be flexible as agreed upon, ensuring overlap for team coordination.

The work modality is fully off-site (remote). No travel is anticipated or required for this engagement.

11. Duration

The LTA will be contracted for a period of 3 years which can be extended and renewed based on agreed terms with the vendor. In addition the LTA(s) will have the option of a 2 (two) one-year extension, subject to satisfactory performance and price competitiveness.

12. Budget

In the financial proposal, the vendor should include the cost for development, deployment, licenses and maintenance.

13. Evaluation Criteria

The proposals will be evaluated based on the following criteria:

- Technical expertise and experience: Demonstrated ability to develop and deploy AI solutions.
- Understanding of UNFPA's needs: Clear understanding of UNFPA's mandate and programmatic needs.
- Proposed approach and methodology: Sound and innovative approach to AI development and implementation.
- Cost-effectiveness: Competitive pricing and value for money.



SECTION II – ANNEX A: INSTRUCTIONS FOR PREPARING TECHNICAL BID

The Technical Bid should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information:

1. Brief description of the firm and the firm's qualifications: providing information that will facilitate our evaluation of your firm/institution's substantive reliability, such as catalogues of the firm, and financial and managerial capacity to provide the services.
2. Your firms' understanding of the requirements for services and the objective of this project, including assumptions: Include any assumptions as well as comments on the data, support services and facilities to be provided as indicated in the TOR or as you may otherwise believe to be necessary.
3. Proposed Approach, Methodology, Timing and Outputs: any comments or suggestions on the TOR, as well as your detailed description of the manner in which your firm/institution would respond to the TOR. You should include the number of person hours/days in each specialization that you consider necessary to carry out all work required.
4. Proposed Team Structure: The composition of the team that you would propose to provide to the assignment, and the work tasks (including supervisory) which would be assigned to each. An organogram/organization chart illustrating the reporting lines, together with a description of such organization of the team structure should support your Bid.
5. Proposed Project Team Members: attach the curriculum vitae of the senior professional member of the team and members of the proposed team.
6. Detailed description of the proposed deliverables.
7. Detailed project plan (Gantt chart) showing the required resources and support from your firm as well as from UNFPA.
8. Detailed description of the technical specifications of your Bid.
9. A list of tasks which are out-of-scope versus in-scope.
10. Why you would be qualified for this project (Similar reference deliverables, ideally with live examples).
11. UNFPA requests Bidders to submit information on environmental and social policies and any related documentation in their Bid.
12. Copies of current certificates such as GMP/quality, FSC/CPP, manufacturer's ISO certificate for any product, manufacturer's CE certificate, USA 510k, Japan QS standard, certification such as ISO 27001, ISO/IEC 42001 and SOC 2 etc. as and if applicable.
13. All standard forms as explained under clause Section I: Instructions to Bidders, clause 15.1

Bidder(s) should not include any information or indications related to their Financial Bid in their Technical Bid. Such action will definitely lead to disqualification of the entire Bid.



SECTION III: GENERAL CONDITIONS OF CONTRACT

UNFPA's General Conditions of Contract are available through the links below as well as attached as a separate PDF document in this RFP.

Provision of Services	For contract/PO values equivalent or over USD 100,000 covering services	English	French	Spanish
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GENERAL CONDITIONS OF CONTRACT

CONTRACTS FOR THE PROVISION OF SERVICES

1. **LEGAL STATUS OF THE PARTIES:** UNFPA (a subsidiary organ of the United Nations established by the General Assembly in resolution 3019 (XXVII)) and the party with whom UNFPA is contracting ("Contractor") under the contract to which these General Conditions of Contract are to apply and be made a part thereof ("Contract"), shall each be referred to as a "Party" hereunder, and:
 - 1.1 Pursuant, inter alia, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946 ("Convention"), the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
 - 1.2 The Contractor shall have the legal status of an independent contractor vis-à-vis UNFPA, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, staff, personnel, agents or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. **DEFINITIONS:** For purposes of these General Conditions, the capitalized terms used herein shall have the meaning as defined in the Contract, unless defined in these General Conditions.
3. **RESPONSIBILITY FOR PERSONNEL:** To the extent that the Contract involves the provision of any services to UNFPA by the Contractor's officials, representatives, employees, agents, subcontractors or any other persons engaged and controlled by the Contractor to perform any services under the Contract (collectively, "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 Such Personnel shall be professionally qualified and, if required to work with officials, staff, personnel, representatives or agents of UNFPA, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any Personnel originally proposed by the Contractor.
 - 3.3 At the option of and in the sole discretion of UNFPA:
 - 3.3.1 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;
 - 3.3.2 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,
 - 3.3.3 in cases in which, pursuant to Article 3.3.1 or 3.3.2, above, UNFPA has reviewed the qualifications of such Personnel, UNFPA may reasonably refuse to accept any such Personnel.
 - 3.4 Requirements specified in the Contract regarding the number or qualifications of the 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:
 - 3.4.1 UNFPA may, at any time, request, in writing, the withdrawal or replacement of any of the Personnel, and such request shall not be unreasonably refused by the Contractor.
 - 3.4.2 Any of the 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.

- 3.4.3 The withdrawal or replacement of the 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.
- 3.4.4 All expenses related to the withdrawal or replacement of the Personnel shall, in all cases, be borne exclusively by the Contractor.
- 3.4.5 Any request by UNFPA for the withdrawal or replacement of the 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.
- 3.4.6 If a request for the withdrawal or replacement of the 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 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.
- 3.5 Nothing in Articles 3.2, 3.3 and 3.4, above, shall be construed to create any obligations on the part of UNFPA with respect to the Personnel assigned to perform work under the Contract, and such Personnel shall remain the sole responsibility of the Contractor.
- 3.6 The Contractor shall be responsible for requiring that all Personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNFPA shall:
 - 3.6.1 undergo or comply with security screening requirements made known to the Contractor by UNFPA, including but not limited to, a review of any criminal history;
 - 3.6.2 when within UNFPA premises or on UNFPA property, display such identification as may be approved and furnished by UNFPA, and that upon the withdrawal or replacement of any such Personnel or upon termination or completion of the Contract, such Personnel shall immediately return any such identification to UNFPA for cancellation.
- 3.7 Within one working day after learning that any of Personnel who have access to any UNFPA premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNFPA about the particulars of the charges then known and shall continue to inform UNFPA concerning all substantial developments regarding the disposition of such charges.
- 3.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNFPA premises or on UNFPA property shall be confined to areas authorized or approved by UNFPA. The Personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNFPA premises or on UNFPA property without appropriate authorization from UNFPA.

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 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 that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNFPA. UNFPA shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNFPA reasonably considers is not qualified to perform obligations under the Contract. UNFPA shall have the right to require the removal of any subcontractor or any subcontractor's personnel from UNFPA premises without having to give any justification therefor. Any such rejection of any proposed subcontractor or request for removal of any subcontractor or any subcontractor's personnel shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

6. REPRESENTATIONS AND WARRANTIES:

- 6.1 The Contractor represents and warrants throughout the entire validity period of the Contract ("Contract Term") that:
- 6.1.1 the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms;
 - 6.1.2 all of the information it has previously provided to UNFPA, or that it provides to UNFPA during the Contract Term, concerning the Contractor and the provision of the services and the delivering of the deliverables is true, correct, accurate and not misleading;
 - 6.1.3 it is financially solvent and is able to provide the services to UNFPA in accordance with the terms and conditions of the Contract;
 - 6.1.4 it has, and will maintain throughout the Contract Term, all rights, licenses, authority and resources necessary, as applicable, to provide the services and deliver the deliverables to UNFPA's satisfaction within agreed timelines and to perform its obligations under the Contract;
 - 6.1.5 the work product is and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party;
 - 6.1.6 the Fees for the services and deliverables under the Contract are the most favourable pricing terms available to any customer of the Contractor (or of any its affiliated entities). If at any time during the term of this Contract, any other customer of the Contractor (or of any of the Contractor's affiliated entities) obtains more favourable pricing terms than those provided to UNFPA, the Contractor will retroactively adjust the Fee and related pricing terms under this Contract to conform to the more favourable terms and the Contractor will promptly pay UNFPA any amounts owing to UNFPA as a result of such retroactive Fee adjustment; and
 - 6.1.7 except as otherwise expressly stated in the Contract, it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any work resulting from the services. The Contractor will fulfill its commitments with the fullest regard to the interests of UNFPA and will refrain from any action which may adversely affect UNFPA or the United Nations.
- 6.2 The Contractor further represents and warrants throughout the Contract Term that it and its Personnel will perform the Contract and provide the services and deliverables:
- 6.2.1 in a professional and workmanlike manner;
 - 6.2.2 with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or substantially similar services in the same industry; and
 - 6.2.3 with priority equal to that given to the same or similar services of a time sensitive nature for the Contractor's other clients.
- 6.3 The representations and warranties made by the Contractor in Articles 6.1 and 6.2 above are made to and are for the benefit of (a) each entity (if any) that makes a direct financial contribution to UNFPA to procure the services

and/or deliverables; and (b) each governmental entity or other entity (as applicable) that receives the direct benefit of the services and/or deliverables.

7. INDEMNIFICATION:

- 7.1 The Contractor shall indemnify, defend, and hold and save harmless, UNFPA, and its officials, staff, personnel, representatives and agents, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNFPA, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:
- 7.1.1 allegations or claims that the possession of or use by UNFPA of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNFPA under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,
 - 7.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.
- 7.2 The indemnity set forth in Article 7.1.1, above, shall not apply to:
- 7.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNFPA directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*
 - 7.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNFPA or another party acting under the direction of UNFPA made such changes.
- 7.3 In addition to the indemnity obligations set forth in this Article, the Contractor shall be obligated, at its sole expense, to defend UNFPA and its officials, staff, personnel, representatives or agents, pursuant to this Article, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.
- 7.4 UNFPA shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of the United Nations, including its subsidiary organs, or any matter relating thereto, which only UNFPA itself is authorized to assert and maintain. UNFPA shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.
- 7.5 In the event that the use by UNFPA of any goods, property or services provided or licensed to UNFPA by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:
- 7.5.1 procure for UNFPA the unrestricted right to continue using such goods or services provided to UNFPA;
 - 7.5.2 replace or modify the goods or services provided to UNFPA, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,
 - 7.5.3 refund to UNFPA the full price paid by UNFPA for the right to have or use such goods, property or services, or part thereof.
- 7.6 The obligations under this Article do not lapse upon termination or expiration of the Contract.

8. INSURANCE AND LIABILITY:

- 8.1 The Contractor shall pay UNFPA promptly for all loss, destruction, or damage to the property of UNFPA caused by Personnel or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.
- 8.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire Contract Term, for any extension thereof, and for a period following any termination of the Contract, in each case reasonably adequate to deal with losses:
 - 8.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
 - 8.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to Personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;
 - 8.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its Personnel, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,
 - 8.2.4 such other insurance as may be agreed upon in writing between UNFPA and the Contractor.
- 8.3 The Contractor's liability insurance policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.
- 8.4 The Contractor acknowledges and agrees that UNFPA accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any Personnel performing services for the Contractor in connection with the Contract.
- 8.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNFPA, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:
 - 8.5.1 name UNFPA as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
 - 8.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNFPA;
 - 8.5.3 provide that UNFPA shall receive written notice from the Contractor's insurance carrier no less than thirty (30) days prior to any cancellation or material change of coverage; *and*,
 - 8.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNFPA.
- 8.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
- 8.7 Except for any self-insurance program maintained by the Contractor and approved by UNFPA for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNFPA. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNFPA with evidence, in the form of certificate of insurance or such other form as UNFPA may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNFPA reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 8.5.3, above, the Contractor shall

promptly notify UNFPA concerning any cancellation or material change of insurance coverage required under the Contract.

8.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

9. **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.

10. **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 termination or expiration 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.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 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, whether in intangible or tangible form, and including any and all derivative works thereof, 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.

11.2 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, without further charge, a perpetual, worldwide license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 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.

11.4 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, staff, personnel, representatives or agents on completion of work under the Contract.

12. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNFPA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations and/or UNFPA, or any abbreviation of the name of the United Nations and/or UNFPA in connection with its business or otherwise without the prior written permission of the United Nations and/or UNFPA.

13. DATA PROTECTION AND SECURITY:

13.1 The following terms have the following meaning:

13.1.1 "End User" means, in the event that the services or deliverables involve the use of any information systems, any and all UNFPA officials, staff, personnel, representatives and agents and any other external users collaborating with UNFPA, in each case, authorized by UNFPA to access and use the services and/or deliverables;

- 13.1.2 “UNFPA Data” shall mean any and all information or data, including UNFPA Personal Data (as defined in Article 14.2, below), in digital form or processed or held in digital form that (a) are provided to the Contractor by, or on behalf of, UNFPA and/or End Users under the Contract or through UNFPA’s and/or End Users’ use of the services or in connection with the services, or (b) are collected or obtained by the Contractor in connection with, or related to, the performance of the Contract;
- 13.1.3 “Disabling Code” means any virus, back door, timer or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code that may have the consequence (whether by design or unintentionally) of disrupting, disabling, harming, circumventing security controls or otherwise impeding in any manner the normal operation or performance of (i) any software or service or (ii) any UNFPA information system or network;
- 13.1.4 “Security Incident” means, with respect to any information system, service or network used in the delivery of the services or deliverables, one or more events that (a) indicates that the security of such information system, service, or network may have been breached or compromised and (b) that such breach or compromise could very likely compromise the security of UNFPA’s Confidential Information (as defined in Article 15, below) or weaken or impair UNFPA’s operations. Security Incidents include any actual, threatened or reasonably suspected unauthorized access to, disclosure of, use of or acquisition of UNFPA Data that compromises the security, confidentiality, or integrity of UNFPA Data, or the ability of UNFPA or End Users to access UNFPA Data.
- 13.2 All UNFPA Data, together with all rights (including intellectual property and proprietary rights), title and interest to such UNFPA Data, will be the exclusive property of UNFPA, and the Contractor has a limited, nonexclusive license to access and use the UNFPA Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. Except for the foregoing license, the Contractor will have no other rights, whether express or implied, in or to any UNFPA Data or its content.
- 13.3 The Contractor confirms that it has a data protection policy in place that meets all applicable data protection standards and legal requirements and that it will apply such policy in the collection, storage, use, processing, retention and destruction of UNFPA Data. The Contractor shall comply with any guidance or conditions on access, disclosure, retention and destruction notified by UNFPA to the Contractor in respect of UNFPA Data.
- 13.4 The Contractor shall use its reasonable efforts to ensure the logical segregation of UNFPA Data from other information to the fullest extent possible. The Contractor shall use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Contractor’s obligations under the Contract. At UNFPA’s request, the Contractor shall provide UNFPA with copies of the applicable policies and a description of the safeguards and controls that the Contractor uses to fulfil its obligations under this Article; provided that any such policies and description provided by the Contractor will be treated as Confidential Information (as defined in Article 15, below) under the Contract. UNFPA may assess the effectiveness of these safeguards, controls and protective measures and, at UNFPA’s request, the Contractor will provide its full cooperation with any such assessment at no additional cost or expense to UNFPA. The Contractor shall not, and shall ensure that its Personnel will not, transfer, copy, remove or store UNFPA Data from a UNFPA location, network or system without the prior written approval of an authorized official of UNFPA.
- 13.5 Except as otherwise expressly stated in the Contract or with UNFPA’s express prior written consent, the Contractor will not install any application or other software on any UNFPA device, network or system. The Contractor represents and warrants to UNFPA that the services and deliverables provided under the Contract will not contain any Disabling Code, and that UNFPA will not otherwise receive from the Contractor any Disabling Code in the performance of the Contract. Without prejudice to UNFPA’s other rights and remedies, if a Disabling Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to: (a) restore and/or reconstruct any and all UNFPA Data lost by UNFPA and/or end users as a result of disabling code; (b) furnish to UNFPA a corrected version of the services without the presence of Disabling Codes; and (c) as needed, re-implement the services.
- 13.6 In the event of any Security Incident, the Contractor will, as soon as possible following the Contractor’s discovery of such Security Incident and at its sole cost and expense: (a) notify UNFPA of such Security Incident and of the Contractor’s proposed remedial actions; (b) implement any and all necessary damage

mitigation and remedial actions; and (c) as relevant, restore UNFPA's and, as directed by UNFPA, End Users' access to the services. The Contractor will keep UNFPA reasonably informed of the progress of the Contractor's implementation of such damage mitigation and remedial actions. The Contractor, at its sole cost and expense, will cooperate fully with UNFPA's investigation of, remediation of, and/or response to any Security Incident. If the Contractor fails to resolve, to UNFPA's reasonable satisfaction, any such Security Incident, UNFPA may terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

13.7 The provisions of this Article shall survive any termination or expiration of the Contract.

14. PERSONAL DATA:

14.1 UNFPA will handle Personal Data that it obtains from the Contractor as a result of, or in connection with, the Contract solely in accordance with its own legal framework.

14.2 "Personal Data" shall mean any information relating to an identified or identifiable individual, and "UNFPA Personal Data" shall mean Personal Data that is obtained by the Contractor from UNFPA in connection with, or related to, the performance of the Contract. For the purposes of the Contract, "Personal Data" shall be treated as Confidential Information within the meaning of Article 15, below.

14.3 The Contractor confirms that it has a Personal Data protection policy in place that meets a standard equivalent to the standard applied in the UNFPA Policy and Procedures on Personal Data Protection, available at https://www.unfpa.org/sites/default/files/admin-resource/ICT_Personal_Data_Protection_Policy.pdf (or such other URL as UNFPA may from time to time decide). Unless otherwise provided in the Contract, the Contractor shall take all appropriate measures, consistent with applicable laws, that have a bearing on the Contractor, to safeguard UNFPA Personal Data.

14.4 Without prejudice to the generality of Article 14.3 and Article 13, above, and unless otherwise more specifically provided in the Contract, the Contractor shall, at a minimum:

14.4.1 process UNFPA Personal Data solely and exclusively in accordance with the requirements of the Contract, and shall not use UNFPA Personal Data for the Contractor's research, marketing, sales, promotional, or any other purposes;

14.4.2 implement appropriate technical and organizational measures, including appropriate access-control measures, to ensure that UNFPA Personal Data is accessed on a "need-to-know" basis by authorized Personnel only;

14.4.3 implement appropriate data security measures to preserve the integrity of UNFPA Personal Data and prevent any corruption, tampering, loss, damage, unauthorized access and improper disclosure of UNFPA Personal Data;

14.4.4 process UNFPA Personal Data in a manner that is adequate, relevant and limited to what is necessary for the performance of the Contract, and ensure that UNFPA Personal Data is kept for no longer than is necessary to perform the Contract;

14.4.5 as and when requested by UNFPA, update or rectify UNFPA Personal Data to ensure its accuracy;

14.4.6 transfer UNFPA Personal Data to third parties, including the Contractor's agents or subcontractors, only in accordance with the requirements of the Contract, and on terms and conditions equivalent to those set forth in this Article and Article 15 ("Confidential Nature of Documents and Information");

14.4.7 immediately notify UNFPA in writing upon becoming aware of any personal data breach that affects or might affect UNFPA Personal Data; take immediate mitigating and/or remedial action, including mitigating and/or remedial action as directed by UNFPA; and inform and update on a regular basis UNFPA of any measures taken by the Contractor to address such personal data breach;

14.4.8 as set forth in the Contract or as otherwise instructed by UNFPA in writing, the Contractor shall return, delete or destroy UNFPA Personal Data and, upon written request by UNFPA, provide substantiating evidence of such destruction to UNFPA, and

- 14.4.9 consult with, and follow the instructions of, UNFPA with respect to handling any requests and/or complaints by third parties in respect of UNFPA Personal Data made available to or received by the Contractor.

14.5 The provisions of this Article shall survive any termination or expiration of the Contract.

15. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is delivered or disclosed by or on behalf of one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (collectively “Confidential Information”), shall be held in confidence by that Party and shall be handled as follows:

15.1 The Recipient shall:

- 15.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Confidential Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,

- 15.1.2 use the Discloser’s Confidential Information solely for the purpose for which it was disclosed.

15.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Confidential Information confidential in accordance with the Contract and this Article, the Recipient may disclose Confidential Information to:

- 15.2.1 any other party with the Discloser’s prior written consent; *and*,

- 15.2.2 the Recipient’s officials, representatives, employees, staff, personnel, agents and subcontractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract, and officials, representatives, employees, staff, personnel, agents and subcontractors of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Confidential Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- 15.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,

- 15.2.2.2 any entity over which the Party exercises effective managerial control; *or*,

- 15.2.2.3 for UNFPA, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

15.3 The Contractor may disclose Confidential Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, including its subsidiary organs, the Contractor will give UNFPA sufficient prior notice of a request for the disclosure of Confidential Information in order to allow UNFPA to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

15.4 UNFPA may disclose Confidential Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

15.5 The Recipient shall not be precluded from disclosing Confidential Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

15.6 These obligations and restrictions of confidentiality shall be effective during the Contract Term, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following termination or expiration of the Contract.

16. **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

- 16.1 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.

- 16.2 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 17, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNFPA shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.
- 16.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNFPA is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

17. TERMINATION:

- 17.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 20 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.
- 17.2 UNFPA may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNFPA applicable to the performance of the Contract or the funding of UNFPA applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNFPA may terminate the Contract without having to provide any justification therefor.
- 17.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNFPA, the Contractor shall, except as may be directed by UNFPA in the notice of termination or otherwise in writing:
- 17.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;
 - 17.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
 - 17.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNFPA and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;
 - 17.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;
 - 17.3.5 transfer title and deliver to UNFPA the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;
 - 17.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNFPA thereunder;
 - 17.3.7 complete performance of the work not terminated; and,

- 17.3.8 take any other action that may be necessary, or that UNFPA may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNFPA has or may be reasonably expected to acquire an interest.
- 17.4 In the event of any termination of the Contract, UNFPA shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNFPA shall not be liable to pay the Contractor except for those goods delivered and services provided to UNFPA in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNFPA or prior to the Contractor's tendering of notice of termination to UNFPA.
- 17.5 UNFPA may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
- 17.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
 - 17.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
 - 17.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
 - 17.5.4 a Receiver is appointed on account of the insolvency of the Contractor;
 - 17.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,
 - 17.5.6 UNFPA reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.
- 17.6 Except as prohibited by law, the Contractor shall be bound to compensate UNFPA for all damages and costs, including, but not limited to, all costs incurred by UNFPA in any legal or non-legal proceedings, as a result of any of the events specified in Article 17.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNFPA of the occurrence of any of the events specified in Article 17.5, above, and shall provide UNFPA with any information pertinent thereto.
- 17.7 The provisions of this Article are without prejudice to any other rights or remedies of UNFPA under the Contract or otherwise.
18. **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.
19. **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.
- 20. SETTLEMENT OF DISPUTES:**
- 20.1 **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.
- 20.2 **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 20.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any Confidential Information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any

other property, whether tangible or intangible, or of any Confidential Information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the United States Federal Reserve Bank of New York’s Secured Overnight Financing Rate (“SOFR”) 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.

21. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

22. TAX EXEMPTION:

- 22.1 Pursuant to Article II, Section 7, of the Convention, the United Nations, including UNFPA, 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 entity 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.
- 22.2 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.

23. MODIFICATIONS:

- 23.1 Pursuant to the Financial Regulations and Rules of UNFPA, only the Chief of the Supply Chain Management Unit of UNFPA or such other contracting authority as made known to the Contractor in writing, possesses the authority to agree on behalf of UNFPA to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against UNFPA unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief of the Supply Chain Management Unit of UNFPA or such other contracting authority.
- 23.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended Contract Term shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 23.1, above.
- 23.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UNFPA nor in any way shall constitute an agreement by UNFPA thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 23.1, above.

24. AUDITS AND INVESTIGATIONS:

- 24.1 Each invoice paid by UNFPA shall be subject to a post-payment audit by auditors, whether internal or external, of UNFPA or the United Nations or by other authorized and qualified agents of UNFPA or the United Nations at any time during the Contract Term and for a period of three (3) years following the expiration or prior termination of the Contract. UNFPA shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNFPA other than in accordance with the terms and conditions of the Contract.
- 24.2 UNFPA may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the Contract Term and for a period of three (3) years following the expiration or prior termination of the Contract.

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

25. **LIMITATION ON ACTIONS:**

25.1 Except with respect to any indemnification obligations in Article 7, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 20.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

25.2 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.

26. **ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 27 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNFPA to terminate the Contract or any other contract with UNFPA immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

27. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNFPA in connection with the performance of its obligations under the Contract. Should any authority external to UNFPA seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNFPA and provide all reasonable assistance required by UNFPA. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNFPA, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the United Nations and UNFPA.

28. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any official, staff, personnel, representative, or other agent of UNFPA any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UNFPA or the award thereof or for any other purpose intended to gain an advantage for the Contractor.

29. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNFPA, as such obligations are set forth in the United Nations and UNFPA vendor registration procedures.

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.

31. **MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

32. **SEXUAL EXPLOITATION:** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel. 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 Personnel from

exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

33. PROHIBITION OF PROSCRIBED PRACTICES:

33.1 The Contractor shall not engage in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices, and shall bring allegations of such practices arising in relation to this Contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of the Director, Office of Audit and Investigation Services, UNFPA. The Contractor acknowledges that any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices as these terms are defined in the UNFPA Oversight Policy, available at <https://www.unfpa.org/admin-resource/unfpa-oversight-policy> (or such other URL as UNFPA may from time to time decide) may lead to the imposition by UNFPA of sanctions (including censure or ineligibility/debarment) with regard to continuing or future business with UNFPA, at UNFPA's sole discretion and without prejudice to any other right or remedy available to UNFPA.

33.2 The Contractor shall review and take note of the UNFPA Policy against Fraudulent and Other Proscribed Practices, available at http://www.unfpa.org/sites/default/files/admin-resource/Eths_Fraud_policy.pdf (or such other URL as UNFPA may from time to time decide), the UNFPA Policy and Procedures for Vendor Review and Sanctions available at https://www.unfpa.org/sites/default/files/admin-resource/PSB_Vendor_Review_and_Sanctions.pdf (or such other URL as UNFPA may from time to time decide) as well as of the UNFPA Policy on the Prohibition of Harassment, Sexual Harassment, Abuse of Authority and Discrimination, available at <https://www.unfpa.org/admin-resource/policy-harassment-sexual-harassment-and-abuse-authority-0> (or such other URL as UNFPA may from time to time decide).

34. UN SECURITY COUNCIL/ NO SUPPORT TO TERRORISM/ ANTI-MONEY LAUNDERING: The Contractor agrees to apply the highest reasonable standard of diligence to ensure that any UNFPA funds received under the Contract, including the Fee, as well as any equipment and supplies furnished by UNFPA to the Contractor for the performance of any obligation under the Contract: (a) are not used to provide support to individuals or entities associated with terrorism; (b) are not transferred to any individual or entity included in the Consolidated United Nations Security Council Sanctions List, available at <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list> (or such other URL as the United Nations may from time to time decide); and (c) are not used for the purpose of any payment to persons or entities, or for any import or export of goods, if such payment, import or export is prohibited by a resolution of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. The Contractor warrants that all funds used to perform its obligations under the present Contract are from legitimate sources and do not constitute proceeds of criminal conduct or proceeds of terrorism financing. The Contractor shall not take any action, or use any proceeds paid to it under this Contract in any manner that constitutes a breach of any anti-money laundering laws or regulations applicable to the Contractor.

35. ENVIRONMENTAL PROTECTION:

35.1 The Contractor will use best efforts to eliminate or substantially reduce any adverse environmental impacts when conducting activities under this Contract.

35.2 The Contractor shall ensure that it has effective policies and practices in place regarding the protection of the environment and bearing upon the performance of its obligations under the Contract.

35.3 The Contractor shall take effective and active measures for the sound management and protection of the environment and environmental resources, including measures against the adverse effects of pollution and waste, chemicals and other materials consistent with laws, ordinances, rules, regulations, and standards bearing upon the performance of its obligations under the Contract.

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SECTION IV: UNFPA SPECIAL CONDITIONS OF CONTRACT

LTA RATES	The rates charged for the services performed shall not be adjustable.
SERVICES DEFINED	Services are to include requirements analysis and use case definition, solution architecture design incorporating appropriate Gen-AI models and techniques, prompt engineering, model selection and fine-tuning, application development and integration, data preparation and management, testing (including performance, security, and responsible AI validation), deployment services, user and technical training, ongoing technical support and maintenance, AI model monitoring and performance assurance.
KEY PERFORMANCE INDICATORS	<p>Successful Bidder's performance will be monitored and evaluated by UNFPA on a half-yearly or at the end of each project (whichever comes first)– basis to enable the assessment on the effectiveness, efficiency and/or consistency of goods/services provided. The results of the evaluation will be communicated to the supplier to enable improvements. An extension of the contract will take into consideration results of performance evaluation(s). The evaluation will be based on, but not limited to, the following key performance indicators:</p> <p>Services:</p> <ul style="list-style-type: none"> • Expected output achieved • Satisfactory level of quality and technical competence • Effective and timely communication and professionalism <p>Goods and Services:</p> <ul style="list-style-type: none"> • Timely delivery of goods and services based on client requirements • Satisfactory level of quality, technical competence, and management of post-delivery issues (if applicable) • Effective and timely communication and documents handling • Adherence to contractual agreement (Purchase Order, contract, LTA terms and conditions) <p>Key performance indicators may be modified and/or added during the validity of this contract.</p>
PAYMENT TERMS	<p>UNFPA's policy is to pay for the performance of contractual services rendered and/or to effect payment upon the achievement of specific milestones described in the contract.</p> <p>UNFPA's policy is not to grant advance payments except in unusual situations where the potential supplier, whether a private firm, non-governmental organization 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 in such cases.</p>

	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.
REPORTING	In addition of any already described condition, for contracts with an annual value greater than USD 200,000, suppliers must provide annual internal control attestation reports prepared by independent auditors based on recognized standards, such as the International Standard on Assurance Engagements (ISAE) 3402, Assurance Reports on Controls at a Service Organization, or the Statement on Standards for Attestation Engagements (SSAE) 16, Reporting on Controls at a Service Organization, to give UNFPA reasonable assurance on the adequacy of the design and operating effectiveness of the controls in place over the services provided to UNFPA. If the services provided to UNFPA are in turn subcontracted by the service provider, attestation reports should also be obtained for the concerned subcontractors.



SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS

1. Legal and regulatory requirements

1.1. This will be judged based on the bid confirmation form submitted by the Bidders. Special consideration will be given to the Bids not suggesting any alternative or suggesting alternatives that are fully acceptable to UNFPA. Bids should clearly indicate where the Bidder does not accept, the reason(s) for the non-acceptance, and the alternative provision, for each of the terms of the RFP as well as the UNFPA General Conditions of Contracts: Provision of Services. (For this, use SECTION VI – ANNEX B: BID SUBMISSION FORM)

2. Legal status of the Bidder

1.1. Technical Proposals from the Bidders should provide evidence that the Bidder is established as a company and legally incorporated in the country; e.g. through provision of certification of incorporation or other evidence (this is not required for companies already registered in national, regional or international Stock Exchanges. However, evidence on such registrations should be provided)

3. Bidder's eligibility

2.1. Technical Proposals from the Bidders should provide written confirmation that they are not listed in any of the banned/suspended supplier lists. (SECTION VI – ANNEX A: BID SUBMISSION FORM)

- Listed as suspended or removed by the United Nations Procurement Division (UNPD);
- Declared ineligible by other organizations of the United Nations through the disclosure of the ineligibility or listing as suspended on United Nations Global Marketplace Vendor ineligibility list posted on the United Nations Global Market Place (UNGM);
- Included on the [UN 1267 list](#) issued by the Security Council resolution 1267 that establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;
- Debarred by the World Bank Group in accordance with the [WB Listing of Ineligible Firms & Individuals](#) and the [WB Corporate Procurement Listing of Non-Responsible Vendors](#).

4. Financial stability

3.1. Financial stability of the Bidders will be judged based on the ratios such as current ratio, quick ratio and debt ratio. Bidders are requested to provide key financial ratios using the table below with their audited financial statements to support the statements. The financial ratios should cover key financial stability ratios over a five-year period, including those mentioned in the table below.

Financial Ratio	2020	2021	2022	2023	2024
Current ratio					
Quick ratio					
Debt ratio					
.....					



- 3.2. Evidence that the Bidder has successfully completed at least one similar contract/LTA within the last five years for supply of goods or services as offered.
- 3.3. Provide contact details of commercial banks and names of contact persons from whom UNFPA could seek feedback regarding financial stability.

5. Experience and Technical Capacity

- The vendor should have technical expertise and proven experience in developing GenAI solutions, software development and depth of expertise in NLP and machine learning techniques, especially on Gemini, Vertex AI and Google Cloud Platform (GCP).
- The vendor should provide relevant case studies and references of similar deployed AI projects ideally involving successfully deployed GenAI-driven chatbots and platforms.
- The vendor should demonstrate strong project management experience especially in defining a robust app development and deployment methodology; and a strong track record of on-time and on-budget delivery.
- The vendor should demonstrate expertise and experience in User Interface (UI) and User Experience (UX) design.
- The vendor should have experience with UN, international development or similar organizations (desirable)



SECTION VI: BID AND RETURNABLE FORMS

Below find an overview of the attached Bidding and returnable forms required for the RFP.

Description		Status	Preferred file for submission
Annex A:	Bid Confirmation Form	Mandatory	PDF
Annex B:	Bid Submission Form	Mandatory	PDF
Annex C:	Bidder Identification Form	Mandatory	PDF
Annex D:	Bidder Declaration Form	Mandatory	PDF
Annex E:	Bidder's Previous Experience	Mandatory	PDF
Annex F:	Price Schedule Form	Mandatory	PDF & Excel
Annex G:	Joint Venture Partner Information Form	Optional	PDF
Annex H:	Checklist of Bid Forms	Not Applicable	Not Applicable



SECTION VI – ANNEX A: BID CONFIRMATION FORM

[Complete this page and return it prior to bid opening]

To:	UNFPA <i>[Insert name of Office]</i>	Date:	
	<i>[Insert name of Procurement Official]</i>	Email:	<i>[Insert E-mail of Procurement Official]</i>
From:	<i>[Insert Company Name]</i>		
	<i>[Insert Contact person from Company]</i>		
	<i>[Insert Telephone number]</i>		
	<i>Insert E-mail address of contact person]</i>		
	<i>[Insert Postal address of Company]</i>		
Subject:	UNFPA/USA/RFP/25/011		

<input type="checkbox"/>	YES, we intend to submit a bid in response to the above mentioned RFP.
<input type="checkbox"/>	NO, we are unable to submit a bid in response to the above mentioned RFP due to the following reason(s):

- () The requested products and/or services are not within our range of supply.
- () The requested products are not available at the moment.
- () We are unable to submit a competitive bid for the requested products/services at the moment.
- () We cannot meet the requested specifications.
- () The information provided for bidding purposes is insufficient and unclear
- () Your RFP document is too complicated
- () Insufficient time is allocated to prepare an adequate Bid.
- () We cannot meet the delivery requirements.
- () We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc.):
- () Our current capacity is overbooked
- () We are closed during the holiday season
- () We had to give priority to other clients' requests
- () We do not sell directly, but through distributors
- () We have no after-sales service available in the recipient country
- () The person handling bid is away from the office
- () Other (please specify)

<input type="checkbox"/>	YES, even though on this occasion we have not submitted a Bid we are definitely interested in future possible RFP's.
<input type="checkbox"/>	No, we are not interested in participating in future possible RFP's, please remove us from your vendor database.

If UNFPA should have any questions in regards to this Bid Confirmation Form and would require further clarification on our No Bid decision, UNFPA should contact the following focal person who will be able to assist:

Name:		E-mail:	
Post Title:		Telephone	



SECTION VI – ANNEX B: BID SUBMISSION FORM

Date: [Insert Month, Day, Year]

To: UNFPA
Supply Chain Management Unit

Dear Sir/Madam,

The undersigned, having read the original RFP documents of UNFPA/USA/RFP/25/011 including all Annexes, any subsequent revisions and all answers to the questions received from prospective Bidders posted on United Nations Global Marketplace in full before submitting, 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 RFP documents.

Special Note: If Bidder proposes any deviations from the terms and conditions stipulated in the RFP document, such deviations must be included on this form in accordance with the below format. Such deviations should not be indicated within the main body or any other part of the Bid. If the proposed modifications are not acceptable to UNFPA, UNFPA reserves the right to reject the Bid. Strongly discouraging deviations for semantic changes.

Original term/condition per RFP UNFPA/USA/RFP/25/011 and the subsequent revisions	Proposed deviation (alternate clause), by the undersigned	Reason for proposing alternate clause

We agree to abide by this Bid for a period of *120 days* from the date fixed for Bid opening in the Request for Proposal, and the Bid shall remain binding upon us and may be accepted at any time before the expiration of that period.

If our Bid is accepted, we undertake to commence and complete delivery of all items in the LTA within the time frame that will be stipulated in the Purchase Orders.

We understand that UNFPA is not bound to accept any Bid it may have received and that a binding contract would result only after final negotiations and award of LTA are concluded and a purchase order(s) are made pursuant to such LTA(s).

We confirm that our firm has no conflict of interest in accordance with Section I: Instructions to Bidders clause 2.3, as well as that our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the LTA, have not been declared ineligible by UNFPA, in accordance with Section I: Instructions to Bidders clause 2.4.

	On behalf of Business Authority	On behalf of Legal Authority
Signature:		
Name:		
Title:		
Name of Company:		
Telephone:		
Email:		



SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM

UNFPA/USA/RFP/25/011

1. Organizational Information	
Company/Institution Name	
Address, City, Country	
Telephone/FAX	
Website	
Date of establishment	
Legal Representative: Name/Surname/Position	
Legal structure: natural person/Co. Ltd, NGO/institution/other (specify)	
Organizational Type: Manufacturer, Wholesaler, Trader, Service provider, etc.	
Areas of expertise of the organization	
Current Licenses, if any, and permits (with dates, numbers and expiration dates)	
Years supplying to UN organizations	
Years supplying to UNFPA	
Production Capacity	
Subsidiaries (indicate names of subsidiaries and addresses, if relevant to the Bid)	
Commercial Representatives in the country: Name/Address/Phone (for international companies only)	

2. Quality Assurance Certification	
International Quality Management System (QMS)	
List of other ISO certificates or equivalent certificates	
Presence and characteristics of in-house quality control laboratory (if relevant to Bid)	

3. Expertise of Staff	
Total number of staff	
Number of staff involved in similar supply LTAs	

4. Contact details of persons that UNFPA may contact for requests for clarification during Bid evaluation
--



Name/Surname	
Telephone Number (direct)	
Email address (direct)	
Be advised that this person must be available during the two weeks following the Bid opening date.	

Signature and stamp of the Bidder:	
Name:	
Title:	
Name of Company:	
Telephone:	
Email:	



SECTION VI – ANNEX D: BIDDER DECLARATION FORM

UNFPA/USA/RFP/25/011

The undersigned, being a duly authorized representative of the Company represents and declares that:

1.	The Company and its Management ⁴ have not been found guilty pursuant to a final judgement or a final administrative decision of any of the following:	YES ⁵	NO
	a. Fraud;	<input type="checkbox"/>	<input type="checkbox"/>
	b. Corruption;	<input type="checkbox"/>	<input type="checkbox"/>
	c. conduct related to a criminal organization;	<input type="checkbox"/>	<input type="checkbox"/>
	d. money laundering or terrorist financing;	<input type="checkbox"/>	<input type="checkbox"/>
	e. terrorist offences or offences linked to terrorist activities;	<input type="checkbox"/>	<input type="checkbox"/>
	f. sexual exploitation and abuse;	<input type="checkbox"/>	<input type="checkbox"/>
	g. child labour, forced labour, human trafficking; or	<input type="checkbox"/>	<input type="checkbox"/>
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Organization or its Management).	<input type="checkbox"/>	<input type="checkbox"/>
2.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct.	<input type="checkbox"/>	<input type="checkbox"/>

⁴ "Management" means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and all other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders.

⁵ Please pay attention to your response, answers are interpreted as follows:

Yes means we have not been found _____

No means we have been found _____



3.	The Company and its Management are not: bankrupt, subject to insolvency or winding-up procedures, subject to the administration of assets by a liquidator or a court, in an arrangement with creditors, subject to a legal suspension of business activities, or in any analogous situation arising from a similar procedure provided for under applicable national law.	<input type="checkbox"/>	<input type="checkbox"/>
4.	The Company and its Management have not been the subject of a final judgment or a final administrative decision finding them in breach of their obligations relating to the payment of taxes or social security contributions.	<input type="checkbox"/>	<input type="checkbox"/>
5.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found they created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business (<i>creating a shell company</i>).	<input type="checkbox"/>	<input type="checkbox"/>
6.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found the Company was created with the intent referred to in point (5) (<i>being a shell company</i>).	<input type="checkbox"/>	<input type="checkbox"/>

The UNFPA reserves the right to disqualify the Company, suspend or terminate any contract or other arrangement between the UNFPA and the Company, with immediate effect and without liability, in the event of any misrepresentation made by the Company in this Declaration.

It is the responsibility of the Company to immediately inform the UNFPA of any changes in the situations declared above.

This Declaration is in addition to, and does not replace or cancel, or operate as a waiver of, any terms of contractual arrangements between the UNFPA and the Company.

Signature:

Date:

Name and Title:

Name of the Company:

UNGM N°:

Postal Address:

Email:



SECTION VI – ANNEX E: BIDDER’S PREVIOUS EXPERIENCE

Order No. & Date	Description ⁶	Client	Contact person, phone number, email address	Date of service		Contract Amount	Satisfactory completion
				From	To	(Currency)	

Indicate the description of products, services or works provided to their clients.

To be attached: Evidence (client’s letter or certificate) in support of satisfactory completion of above orders.

Signature and stamp of the Bidder:		Countersigned by and stamp of Chartered Accountant	
Name and title:		Name and title:	
Name of Company:		Name of Company:	
Telephone:		Telephone:	
Email:		Email:	
Date:		Date:	

⁶ Please indicate relevant contracts to the one requested in the RFP.



SECTION VI – ANNEX F: PRICE SCHEDULE FORM

(Please see attached Excel spread sheet Annex F: Price Schedule Form.xls)

1. Submit this document in a separate email from the Technical Bid as indicated in Section I: Instructions to Bidders clause 18 Submission, sealing, and marking of Bids and in Annex I Instructions to Bidders.
2. All prices/rates Bid must be exclusive of all taxes, since UNFPA is exempt from taxes.
3. The Price Schedule Form must provide a detailed cost breakdown, as shown below. Provide separate figures for each of the steps in Item 1 below; estimates for out of pocket expenses should be listed separately in Item 2 below.
4. UNFPA anticipates awarding the project on a fixed-price basis. To complete an analysis of the Bid, firms are required to submit itemized pricing that identifies the people who will work on the project (including resumes), their billing rates, and the number of hours proposed for the project. Anticipated travel, lodging, and out-of-pocket expenses should be detailed as well.

Item	Description	Seniority Level			Total
		Junior	Mid-Level	Senior	
		Hourly Rate	Hourly Rate	Hourly Rate	
1. Professional Fees					
1.1	Project Manager: Oversees the entire Gen AI project, coordinates teams, manages timelines, and ensures alignment with business goals.				
1.2	AI Solutions Architect: Designs the system architecture for scalable AI systems and integrates Gen AI APIs				
1.3	AI/ML Engineer (Gen AI Focus): Designs and fine-tunes LLMs, diffusion models, or other generative architectures. Implements and optimizes Gen AI models, works on fine-tuning and prompt engineering. Assists in data preprocessing, model training, and basic implementation of Gen AI models				
1.4	Cloud AI Engineer: Manages cloud infrastructure for AI workloads				
1.5	UI/UX Designer (AI Products): Designs intuitive interfaces for Gen AI applications (e.g., chatbots, image generators).				
1.6	UI/UX Designer (AI Focus): Creates wireframes and prototypes for AI-driven user experiences.				



1.7	Data Analytics and Visualization Specialist:				
1.8	Frontend Developer: Helps build UI components for AI applications				
1.9	Quality Assurance (QA) Tester: Develops and implements testing for AI model outputs and edge cases, as well as Gen AI features.				
1.10	Database Administrator: Database design, managing database applications, monitoring and maintaining database for performance, SQL queries, SQL reports, migration scripts and strategies.				
<i>Total Professional Fees</i>					\$\$
2. Out-of-Pocket expenses					
<i>Total Out of Pocket Expenses</i>					\$\$
Total Contract Price <i>(Professional Fees + Out of Pocket Expenses)</i>					\$\$

Signature and stamp of the Bidder:	
Name:	
Title:	
Name of Company:	
Telephone:	
Email:	



SECTION VI – ANNEX G: JOINT VENTURE PARTNER INFORMATION FORM

[The Bidder shall fill in this Form in accordance with the instructions below.]

Date: *[insert date (as month, day, and year) of Bid Submission]*
UNFPA/USA/RFP/25/011

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[Insert Bidder's legal name]</i>
2. Joint Venture (JV) Party Legal Name: <i>[Insert JV's Party legal name]</i>
3. JV's party country of registration: <i>[Insert JV's Party country of registration]</i>
4. JV's party year of registration: <i>[Insert JV's Part year of registration]</i>
5. JV's party legal address in country of registration: <i>[Insert JV's Party legal address in country of registration]</i>
6. JV's party authorized representative information Name: <i>[Insert name of JV's Party authorized representative]</i> Address: <i>[Insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[Insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[Insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[Check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with Section I: Instructions to Bidders clause 2: Eligible Bidders. <input type="checkbox"/> JV Agreement, or letter of intent to enter into such an agreement, signed by the legally-authorized signatories of all the parties



SECTION VI – ANNEX H: CHECKLIST OF BID FORMS

The following checklist is provided as a courtesy to Bidders. Please use this checklist while preparing the Bid to ensure that your Bid contains all required information. This checklist is for the Bidder's internal reference and does *not* need to be submitted with the Bid.

ACTIVITY	LOCATION	YES/NO/ N/A	REMARKS
Have you read and understood all of the Instructions to Bidders in Section I of the Bidding documents?	SECTION I: INSTRUCTIONS TO BIDDERS		
Have you reviewed and agreed to the UNFPA General Conditions of Contracts?	SECTION III: GENERAL CONDITIONS OF CONTRACT		
Have you reviewed and agreed to the UNFPA Special Conditions for Contracts?	SECTION IV: UNFPA SPECIAL CONDITIONS OF CONTRACT		
Have you completed the Bid Submission Form?	SECTION VI – ANNEX B: BID SUBMISSION FORM		
Have you completed the Bidder's Identification Form?	SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM		
Have you completed the Bidder's Previous Experience Form?	SECTION VI – ANNEX E: BIDDER'S PREVIOUS EXPERIENCE		
Have you completed and signed the Price Schedule Form?	SECTION VI – ANNEX F: PRICE SCHEDULE FORM		
<i>[if applicable]</i> Have you completed the Joint Venture Partner Information Form?	SECTION VI – ANNEX G: JOINT VENTURE PARTNER INFORMATION FORM		
Have you reviewed all of the relevant Contract form(s)?	SECTION VII: CONTRACTUAL FORMS		
Have you prepared a copy of your company's registration in the country of operation?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you prepared a copy of the previous year's audited Company Balance Sheet and Financial Statements?	Section I: Instructions to Bidders, clause & SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you provided written confirmation that your company is neither suspended by the United Nations system nor debarred by the World Bank Group?	& Section I: Instructions to Bidders clause 2.4		
<i>If applicable</i> , have you provided copies of current certificates such as GMP/Quality, FSC/CPP, manufacturer's ISO certificate for the product,	SECTION II – ANNEX B: INSTRUCTIONS FOR PREPARING TECHNICAL BID		

manufacturer's CE certificate, USA510k, Japan QS standard, etc.?			
Have you provided a copy of any of your company's environmental or social policies, and any related documentation?	Section I: Instructions to Bidders, clause 38		
Have you reviewed the UN Global Compact requirements?	Section I: Instructions to Bidders, clause 38		
Have you sealed and marked the Bids according to Instructions to Bidders clause 18.3 (electronic Bids)?	Section I: Instructions to Bidders, clause 18.3		
If submitted electronically through email, is the file size of the Bid less than 8MB? (If the file size is above 20 MB, refer to Instructions to Bidders clause 20.3.3)	Section I: Instructions to Bidders, clause 18.3.3		
Have you noted the Bid closing deadline?	Invitation letter Number 4		
Have you provided information on Supplier Qualification Requirements?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS & SECTION VI – ANNEX B: BID SUBMISSION FORM		
Have you provided evidence that the Bidder has successfully completed at least one similar contract within the last five years for supply of goods/services?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you provided contact details of commercial banks and names of contact persons from whom UNFPA can seek feedback?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you provided sufficient documentation of your company's ability to undertake the LTA, i.e., <ul style="list-style-type: none"> - List of similar contracts/LTAs executed for other clients including contact details. - Evidence that the Bidder possesses experience in the geographical area. - At least three years of experience in performing similar contracts/Long Terms Agreements 	SECTION VI – ANNEX E: BIDDER'S PREVIOUS EXPERIENCE & SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		



<p>Have you provided sufficient documentation of your company's managerial capability?</p> <ul style="list-style-type: none"> - Details of the company's managerial structure. - Quality assurance systems in place. 	SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM		
Have you supplied clients' certificates in support of the satisfactory operation of the goods/services as specified above?	SECTION VI – ANNEX E: BIDDER'S PREVIOUS EXPERIENCE		
Have you checked Section I: Instructions to Bidders, clauses, 15 & 16 and provided all requested documentation in the correct formats?	Section I: Instructions to Bidders, clauses 15 & 16		



SECTION VII: CONTRACTUAL FORMS

Below find an overview of the attached contractual forms for this RFP.

Description		Status	Preferred file for submission
Annex A:	Long Term Agreement Template	Mandatory	PDF



SECTION VII – ANNEX A: LONG TERM AGREEMENT TEMPLATE



LONG TERM AGREEMENT

LTA – No: **YEAR/No.**

Date: **DD/MM/YY**

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

Wishes to enter into a Long Term Agreement

With

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

for the direct ordering of

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.	<div>Signature</div> <div>.....</div> <div>Mr. Eric Dupont, Chief Procurement Services Branch, UNFPA</div>
Vendor Number: No.	<div>Signature</div> <div>.....</div> <div>NAME, POSITION, VENDOR</div>
QUERIES TO: NAME FOCAL POINT UNFPA EMAIL ADDRESS	

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

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

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

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

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

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

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

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

3. VALIDITY OF THE AGREEMENT

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

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

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

4. DELIVERABLES OF THIS AGREEMENT

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

5. AGREEMENT DOCUMENTS

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

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

- Annex I – UNFPA General Terms and Conditions for Contracts: Contracts for the provision of goods and/or services.
- Annex II – [ref. INDICATE BIDDING DOCUMENT NUMBER]
- Annex III – 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/operationrates/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 of departure of the main carrier.

The Supplier will be measured against the PO Due Date. The PO Due Date shall be the delivery date which is defined as the "Date of Departure" of the main carrier of the main carrier for transportation to the named place of destination. For orders that require pre-shipment sampling, inspection and/or testing, the appropriate time will be added to the delivery lead time as agreed with the Supplier by the UNFPA Buyer.

The agreed Purchase Order Due Date is provided inclusive of X week(s) of pre-shipment inspection and is measured against the ATD. ATD is the actual date the goods are departing for shipment after re-shipment inspection has taken place. In the absence of ATD, ETD would be used.

If $ATD > PO \text{ Due Date}$, the goods are delivered late by the Supplier

If $ATD = PO \text{ Due Date}$, goods are delivered on time by the Supplier

If $ATD < PO \text{ Due Date}$, goods are delivered early by the Supplier

It may not necessary be good to deliver goods early, as the recipient at destination may not have the necessary warehouse space to store the goods. The Supplier shall get approval from the UNFPA Buyer before going ahead to deliver earlier than PO Due Date.

Furthermore, the Supplier will be measured against the "LTA Lead Time FCA Weeks" committed in this Agreement. For goods requiring pre-shipment sampling, inspection and/or testing, the appropriate time will be added to the "LTA Lead Time FCA Weeks" in the Supplier Performance Report.

The pre-shipment inspection time added to the "LTA Lead Time FCA Weeks" is X week(s) for [name of product].

The agreed PO delivery time weeks (defined from the date of receipt and acceptance of PO to the agreed PO Due Date) is compared against the "LTA Lead Time FCA Weeks" plus X week(s) additional provision for pre-shipment inspection = total XX weeks

If agreed PO delivery time weeks $>$ LTA Lead Time FCA weeks (including the appropriate time added for pre-shipment inspection, if applicable), even if the ETD/ATD of the shipment matches the PO Due Date, the Supplier is not meeting LTA expectation.

If agreed PO delivery time weeks $=$ LTA Lead Time FCA weeks (including the appropriate time added for pre-shipment inspection, if applicable), the Supplier is meeting LTA expectation

If agreed PO delivery time weeks $<$ LTA Lead Time FCA weeks (including the appropriate time added for pre-shipment inspection, if applicable), and if the ETD/ATD of the shipment matches the PO Due Date, the Supplier is exceeding LTA expectation

For sea freight, main carrier refers to the ship. The Actual Time of Departure (ATD) is taken from the Ocean Bill of Lading (OBL) or Seaway Bill. The Actual Time of Departure (ATD) refers to the actual time that the vessel departs.

For air freight, main carrier refers to the flight. The Actual Time of Departure (ATD) is taken from the Airway Bill (AWB). The Actual Time of Departure (ATD) refers to the actual time that the flight departs.

The Estimated Time of Arrival (ETA) and the Actual Time of Arrival (ATA) refer to the time the last carrier transports the goods to the named place of destination. In the case of multimodal transport, the last carrier may not necessarily be the ship or flight, but it could be rail or truck, especially for land-locked countries.

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].

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: <https://shipping.unfpa.dk> accordingly. If the Purchase Order requires pre-shipment inspection, the Supplier shall update the pre-shipment inspection date into OTS. The ATD and ATA entered shall be entered based on the Bill of Lading for sea shipments or the Airway Bill for air shipments.

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 (ETA) at port of discharge;
- Screenshot of OTS update showing all the delivery information entered namely ETD, ETA, ATD and ATA information.

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. The freight quotation shall contain the following information:

- The number of weeks for goods to be ready for inspection after the receipt of PO

- City of the inspection site for products which require pre-shipment inspection. If possible, also the address of the inspection site.
- The number of weeks for ETD of vessel/flight after the receipt of PO
- The number of containers the goods will make up
- Port of Transit
- Port of Destination
- Transit Time
- Sailing Frequency
- Route Plan
- Freight Forwarder name
- Carrier Name
- Shipment Volume (cbm), Weight and Dimensions
- Number and Type of Container for Sea Shipment
- Quotation Validity (Minimum 45 days)

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: <https://shipping.unfpa.dk>

11. RECEIPT AND CONFIRMATION OF PURCHASE ORDERS

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

The Supplier shall confirm that all LTA items supplied are from approved manufacturer sources as per LTA.

In addition, the Supplier shall enter the UNFPA Order Tracking System (OTS) Website: <https://shipping.unfpa.dk> the delivery information (ETD, ETA, ATD and ATA). The ETD and ETA shall be entered immediately upon the receipt and acceptance of the Purchase Order. The ATD and ATA entered shall be entered based on the Bill of Lading for sea shipments or the Airway Bill for air shipments. 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 freights and any destruction costs at no charge to UNFPA. **[DELETE IF NOT RELEVANT]**

To ensure that the goods supplied are as per the manufacturing source approved in this Agreement, the name of the manufacturer must be stated on the physical product or the primary packaging of the physical product by the manufacturer. In addition, the address of the manufacturer must be stated on the physical product or the primary packaging of the physical product. The name of manufacturer and address of manufacturer stated on the physical product or the primary packaging of the physical product shall match the name of manufacturer and address of manufacturer stated in this Agreement.

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 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, instructions sheets and/or assembly 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.

Case identification as requested on the order must be mentioned on all invoices.

- 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 labeling and packaging of product shall comply with WHO GMP standards and the essential requirements described in the GHTF document SG1-N43:2005 and SG1-N009R6: Labelling for Medical Devices.

Primary packaging shall be labeled with the following:

- i. Name of the manufacturer
- ii. Manufacturing address of the manufacturer
- iii. Article reference of the manufacturer and the supplier
- iv. Details to identify device (English, French and Spanish); description, composition as appropriate
- v. Batch number prefixed by the word "LOT" or equivalent harmonized symbol or the serial number prefixed by "SN"
- vi. Items with limited shelf life, expiry date using the words "use before (month)/(year) or prefixed by "EXP" or equivalent harmonized symbol (month)/(year)
- vii. Items without expiry date, the date of manufacture (year) prefixed by the harmonized symbol, unless information already incorporated into the batch number or serial number

- viii. For single use items, the words "DO NOT RE-USE" or "FOR SINGLE USE" or equivalent harmonized symbol
- ix. For sterile items, the word "STERILE" or equivalent harmonized symbol, plus a warning which advises to "check the integrity of the sterile packaging before use."

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

 <p>UNFPA/Project No.</p> <p>Contents: Item</p> <p>Country of destination</p> <p>UNFPA PO Number</p>	<p>Supplier name</p> <p>Lot/Batch/Serial numbers [Delete if not Relevant]</p> <p>Case / Carton number</p> <p>Manufacturing Date [Delete if not Relevant]</p> <p>Expiry date (Based on the earliest expiry date of the product in the case/carton)</p> <p>Weight</p> <p>Volume</p> <p>Max. temperature, if applicable</p> <p>Specific instructions (if any)</p>
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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. 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.

The UNFPA inspection agency will share the final inspection/testing report to the Supplier. The Supplier shall send the inspection/testing report along with the other shipping documents to the consignee via email.

Should there be any pre-shipment discrepancy(ies), the Supplier shall replace the goods, correct the discrepancy(ies) and pay for the re-inspection fee at cost.

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 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 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 Term 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	0	1
Packing List	2	0	0	1	0	1
Through Bill of Lading/Airway Bill (stamped "freight paid" or "freight prepaid")	2	0	0	1	0	1
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
Screenshot of OTS update	0	1	0	1	0	1
Pre-shipment inspection and/or testing report	0	1	0	1	0	1

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

If Seaway Bill is accepted by the country of destination, Seaway Bill shall be applied instead of the original Ocean Bill of Lading in order to speed up customs formalities.

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 by the consignee. **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.

The Supplier shall keep in file the original Ocean Bill of Lading/Airway Bill on behalf of UNFPA for minimum **7 (seven) years**.

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:

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

- **UNFPA PSB ADDRESS**

UNITED NATIONS
Marmorvej 51
2100 Copenhagen
DENMARK
ATTN: (Name of Buyer) PROCUREMENT SERVICES BRANCH, UNFPA

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

- PO Due Date measured against ATD (See section on Delivery for detailed explanation).
- LTA Lead Time FCA weeks measured against PO delivery time (See section on Delivery for detailed explanation).
- Supplier's responsiveness to the Buyer's RFQ.
- Supplier's responsiveness during the issuance of the Purchase Order.
- Supplier's product quality performance.
- Supplier's document performance.
- Supplier's invoice performance.
- Supplier's resolution performance – complaints.

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

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 under the same prices and conditions as stated in the agreement.

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.

51. LIQUIDATED DAMAGES:

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

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

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

ANNEX 2: TERMS OF REFERENCE (TOR)
