



**United Nations Population Fund**

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26 MAY 2017

**INVITATION TO BID  
ITB No. UNFPA/TUR/17/001**

**PROVISION OF STORAGE SPACE AND WAREHOUSE MANAGEMENT SERVICES  
INTRODUCTORY LETTER**

Dear Sir/Madam,

1. The United Nations Population Fund (UNFPA), an international development agency, invites sealed bids for the establishment of a Long Term Agreement (LTA) for the *provision of storage space and warehouse management services for its programme in Turkey*
2. Bidding shall be conducted through **ONE envelope**. The technical bid containing the technical specifications and the financial bid containing price information shall be submitted together.
3. The Bidder shall *be* required to quote for all items.
4. To enable you to submit a bid, please read the following attached documents carefully:

Section I:	Instructions to Bidders
Section II:	Technical Specifications and Schedule of Requirements
Section III:	UNFPA General Conditions of Contract
Section IV:	UNFPA Special Conditions for Contracts
Section V:	Bidding Forms
Section VI:	Contract Forms

5. The bid shall reach UNFPA's reception or the email inbox of [turkey.office@unfpa.org](mailto:turkey.office@unfpa.org) not later than **19 June 2017, at 15:00 Ankara time<sup>1</sup>**.
6. The bid shall be opened on **20 June 2017, at 15:00 Ankara time** at **Kaymakam İsmail Paşa Sok. No:10 Şahinbey/Gaziantep**. Bidders or their authorized representatives may attend the bid opening. Kindly confirm by email by **19 June 2017, 15:00 Ankara Time** whether your company shall be represented at the bid opening.
7. Bids received after the stipulated date and time shall not be accepted under any circumstances. Bids delivered through courier and posted later than the due date shall not be registered and shall be returned

<sup>1</sup> Reference: [www.timeanddate.com/worldclock](http://www.timeanddate.com/worldclock)

unopened or shall be shredded. Bids submitted to any other email address than [turkey.office@unfpa.org](mailto:turkey.office@unfpa.org), shall be rejected.

8. Bidders shall acknowledge receipt of this Invitation to Bid according to the Bid Confirmation Form, Section V, 1 of this solicitation document by email to *Mr. Kamol Yakubov*, [yakubov@unfpa.org](mailto:yakubov@unfpa.org) no later than *6 June 2017* and to indicate whether or not a bid shall be submitted. If you are declining to bid please state the reasons for UNFPA to improve its effectiveness in future invitations.
9. Any questions relating to the attached documents shall be addressed in writing to the following UNFPA personnel no later than *6 June 2017 at 15:00 Ankara time*.
  - *Argun Kopar, Logistics Humanitarian Assistant* email: [kopar@unfpa.org](mailto:kopar@unfpa.org) for questions related to technical requirements.
  - *Kamol Yakubov, Finance Analyst* email: [yakubov@unfpa.org](mailto:yakubov@unfpa.org) for questions relating to the bidding exercise.

Do **not** submit your bid to these contacts, or your bid will be **disqualified**.

10. This letter is not to be construed in any way as an offer to contract with your firm.
11. UNFPA strongly encourages all Bidders to register on the United Nations Global Marketplace (<http://www.ungm.org>). The UNGM is the procurement portal of the United Nations system. By registering on UNGM, vendors become part of the database that UN buyers use when searching for suppliers. Vendors can also access all UN tenders online and, by subscribing to the Bid Tender Service, vendors 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 [http://www.ungm.org/Publications/UserManuals/Suppliers/UserManual\\_Supplier.pdf](http://www.ungm.org/Publications/UserManuals/Suppliers/UserManual_Supplier.pdf).

Yours sincerely,

**Kamol Yakubov**  
UNFPA  
*Turkey Office*



**UNITED NATIONS POPULATION FUND**

**INVITATION TO BID**

**ITB NO.: UNFPA/TUR/17/001**

**Bid document for the provision of storage space and warehouse management services in Gaziantep,  
Turkey**

*26 May 2017*

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## **SECTION I: Instructions to Bidders**

### **A. Introduction**

#### **1. Scope**

1.1. The goods and related services, to be procured are storage space and warehouse management services for UNFPA's Programme located in Turkey.

1.2. As a result of this bidding process, UNFPA shall sign non-exclusive Long Term Agreements (LTAs) with one or multiple vendors for one year with a possibility of extension for one or two more years based on good supplier performance.

In the event of UNFPA signing long term agreements, the following shall apply:

- a. The successful Bidder(s) shall accord the same terms and conditions to any other organization within the United Nations System that wishes to avail of such terms, after written consent from the UNFPA Procurement Services Branch;
- b. 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.
- c. The quantities specified in Section II, Schedule of Requirements may not be reached or may be exceeded during the period of the agreement.
- d. The successful Bidder agrees to supply the Goods and 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>
- e. The long term agreement template as specified in Section VI, Contract Forms, 3, shall be used for the establishment of the final agreement.
- f. UNFPA will not be committed to purchase any minimum quantity of the goods and related Services, and purchases will be made only if and when there is an actual requirement. UNFPA shall not be liable for any cost in the event that no purchases are made under any resulting LTA. All reductions in market prices mandated by the provider will be passed on in full to UNFPA.

#### **2. Eligible Bidders**

2.1 This bid is open to primary manufacturers, authorized agents and authorized resellers.

2.2 A Bidder and all parties constituting the Bidder may hold any nationality.

2.3 A Bidder shall not have a conflict of interest. All 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 firm 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 to be purchased under these bidding documents; or

2.4 A Bidder that is under a declaration of ineligibility by UNFPA in accordance with Instructions to Bidders Clause 2 at the date of contract award shall be disqualified. Bidders shall not be eligible to submit a bid if at the time of bid submission:

- 2.4.1. The Bidder is listed as suspended on United Nations Global Marketplace (<http://www.ungm.org>) as a result of having committed fraudulent activities,
- 2.4.2. The Bidder's name is mentioned in 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;
- 2.4.3. The Bidder is debarred by the World Bank Group

2.5 Bids may be submitted by a Joint Venture (JV). In the case of a JV:

- a. The duly filled Joint Venture Partner Information Form, Section V, 7., must be included with the bid; and
- b. All parties to the JV shall be jointly and severally liable; and
- c. The JV shall nominate a Representative who shall have the authority to conduct all businesses:
  - i. for and on behalf of any and all the parties of the JV during the bidding process; and
  - ii. in the event the JV is awarded the contract, during contract execution.

### **3 Eligible Goods and Related Services**

- 3.1. All the goods and related services to be supplied under the contract may have their origin in any country.
- 3.2. For purposes of this Clause, the term "origin" means the country where the goods have been produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

### **4 Cost of Bid**

- 4.1. The Bidder shall bear all costs associated with the preparation and submission of the bid, and the procuring UN entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bid.

### **5 Fraud and Corruption**

- 5.1. UNFPA's policy regarding fraud and corruption is available at <http://www.unfpa.org/about-procurement#FraudCorruption> and applies fully to this Invitation to Bid. The submission of any offer implies that the Bidder is aware of this policy.

## **B. Solicitation Documents**

### **6 UNFPA Solicitation document**

- 6.1. Bidders are expected to examine all instructions, forms, specifications, terms and conditions contained within this UNFPA solicitation document. Failure to comply with these documents shall be at the Bidder's risk and may affect the evaluation of the bids, or may result in the rejection of the bid.
- 6.2. Bidding documents consist of the following:

Section I:	Instructions to Bidders
Section II:	Technical Specifications and Schedule of Requirements
Section III:	UNFPA General Conditions of Contract
Section IV:	UNFPA Special Conditions for Contracts
Section V:	Bid Forms
Section VI:	Contract Forms

- 6.3. Bidders are cautioned to read the specifications carefully (see Section II Technical Specifications and Schedule of Requirements), as there may be special requirements. The technical specifications presented herein are not to be construed as defining a particular manufacturer's product. Bidders are encouraged to advise UNFPA if they disagree.
- 6.4. The specifications are the minimum requirements for the products and related services. Products and services offered must meet or exceed all requirements herein. The products shall conform in strength, quality and workmanship to the accepted standards of the relevant industry. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be acceptable.

## **7 Clarifications of solicitation document**

- 7.1. A prospective Bidder requiring any clarification on the bid solicitation documents may notify UNFPA in writing within 10 days from the date of issue of the bid. UNFPA shall respond in writing to any request for clarification received and circulate its response (including an explanation of the query but without identifying the source of enquiry) to all prospective Bidders who have received the bid solicitation documents. A copy of UNFPA's answer shall also be posted on the UN Global Marketplace, <http://www.ungm.org/>

## **8 Amendments to UNFPA bid solicitation document**

- 8.1. At any time prior to the deadline for submission of bids, UNFPA may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.
- 8.2. All prospective Bidders that have received the bidding documents shall be notified in writing of all the amendments to the bidding documents. In order to give prospective Bidders reasonable time to take the amendments into account in preparing their bids UNFPA may, at its discretion, extend the deadline for the submission of bids.

## **C. Preparation of Bids**

### **9 Language of the bid**

- 9.1. The bid prepared by the Bidder and all correspondence and documents relating to the bid shall be written in English.

### **10 Documents to be submitted with the bid**



### 10.1. Documents Establishing the Eligibility of the Bidder

To establish their eligibility, Bidders shall:

- a. Complete the Bid Submission Form, Section V, 2.
- b. Complete Bidders Identification Form, Section V, 3.

### 10.2. Documents Establishing the Qualifications of the Bidder

To establish its qualifications, the Bidder shall submit to UNFPA's satisfaction the following documents:

- a. Evidence that the Bidder is established as a company and legally incorporated in the country where it resides; e.g. through provision of certification of incorporation or other documentary evidence;
- b. Written confirmation from the Bidder that the Bidder is neither suspended by the United Nations system nor debarred by the World Bank group;
- c. Post qualification documentation outlined in Instructions to Bidders, Section 32

Failure to furnish all the information required for submission shall be at the Bidder's risk as it may then be determined that the bid does not substantially respond to the UNFPA bid document in every respect. This may result in a rejection of the bid.

### 10.3. Documents Establishing the Eligibility and Conformity of the Goods and Related Services

Bidders shall submit:

- a. Documentary evidence that the goods/services conform to the Technical Specifications and standards specified in Section II Technical Specifications and Schedule of Requirements.
- b. Completed Product Item Overview Form, Section V, 5.
- c. Product catalogues containing pictures of the offered warehouse(s)
- d. Copies of current certificates such as stated in the *Technical Specifications Section II*:

- ✓ *International Transportation and Logistics Services*
- ✓ *ISO 9001: 2008 or 2015 Quality Management System*
- ✓ *ISO 10002: 2004 Quality management -Customer satisfaction*
- ✓ *ISO 14001:2004 Environmental management systems*
- ✓ *ISO 18001:2007 Occupational health and safety management systems*

### 10.4. Documents Establishing Sustainability Efforts of the Bidder

UNFPA requests Bidders to submit information on environmental and social policies and any related documentation in their bid. In the long term it is UNFPA's intention to incorporate environmental and social criteria considerations into the evaluation process, such as adherence to Global Compact requirements. More information can be accessed on the Global Compact web site, <http://www.unglobalcompact.org/>, or by contacting Procurement Services Branch at [procurement@unfpa.org](mailto:procurement@unfpa.org). UNFPA encourages suppliers now to consider joining the UN Global Compact and to look into other ways to help reduce their environmental impact.

## 11 Bid Currency and Prices

### 11.1. All prices shall be quoted in US Dollars (USD).

In the event of an LTA being signed with the successful Bidder(s) the item prices quoted by the Bidder(s) will be entered into an e-procurement system maintained by UNFPA that can only accommodate prices in US dollars (USD). Therefore, prices shall be quoted in US dollars (USD) by the Bidder(s). Bidders shall indicate in their Bid the currency they would normally have used (i.e. the Bidder's preferred currency) if

no such currency constraint existed. In order to mitigate financial risks, the successful Bidder(s) will be requested during the course of the LTA to adjust their USD price downward and to use for that purpose the UN exchange rate at time of bidding in the event of the USD appreciating by more than 10% against the Bidder's preferred currency. Similarly, should the USD depreciate by more than 10% against the Bidder's preferred currency, the successful Bidder(s) will be allowed to adjust their USD price upward by applying the UN exchange rate at time of bidding. For the purpose of calculating the percentage of appreciation or depreciation of the USD against the Bidder's preferred currency, the UN monthly exchange rates shall be used. To obtain the monthly UN exchange rate, use the following link:  
<http://treasury.un.org/operationalrates/Default.aspx>

11.2. The Bidder shall indicate the unit prices (where applicable) and total bid price of the goods or services it proposes to supply under the contract. *This price information shall be indicated on the Price Schedule Form, Section V, 6.*

11.3. Where installation, commissioning, training or other similar services are required to be performed by the Bidder, the Bidder shall include an itemized list of the prices for the requested.

## **12 Validity of Bid**

12.1. The prices of the bid shall be valid for *90 days* after the closing date of bid submission as specified by UNFPA. A bid valid for a shorter period shall be rejected by UNFPA on the grounds that it is non-responsive.

12.2. In exceptional circumstances, UNFPA may solicit the Bidder's consent for an extension of the period of validity under exceptional circumstances. The request and the responses shall be made in writing.

## **D. Submission of Bids and Bid Opening**

### **13 Partial Bids**

Partial bids are not allowed under this tender.

### **14 Alternative Bids**

14.1. Alternative bids will not be accepted. In the event of a supplier submitting more than one bid, the following shall apply:

- a. All bids marked alternative bids will be rejected and only the base bid will be evaluated.
- b. All bids will be rejected if no indication is provided as to which bids are alternative bids.

### **15 Bids**

15.1. Bids shall be submitted in one envelope or transmitted in an email to a secure email address designated by UNFPA.

- 15.2. The technical portion of the bid shall be prepared in accordance with *Section II: Schedule of Requirements and Technical Specifications and shall include the requested documentation as per Instructions to Bidders Clause 10.*
- 15.3. The financial portion of the bid shall be prepared in accordance *with the Price Schedule Form in Section V, 6 of the bid forms.*
- 15.4. Bids shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. A bid shall contain no interlineations, erasures, or overwriting except as necessary to correct errors made by the Bidder. In that case such corrections shall be initialled by the person or persons signing the bid.

## **16 Sealing and Marking of Bids (hard copies)**

- 16.1. When submitting bids in hard copies the Bidder shall prepare one set of sealed bids containing the technical and price components.
- 16.2. The envelope shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late.”
- 16.3. If the outer envelope is not sealed and marked as required, UNFPA shall assume no responsibility for the bid’s misplacement or premature opening.
- 16.4. The outer envelope must be clearly marked with the following:

*UNITED NATIONS POPULATION FUND (UNFPA)*  
*Kaymakam İsmail Paşa Sok. No:10 Şahinbey/Gaziantep*  
*Turkey*  
*Invitation to Bid No. UNFPA/TUR/17/001*  
*Attention: Kamol Yakubov – Finance Analyst*  
**ONLY TO BE OPENED BY AUTHORISED UNFPA PERSONNEL**

## **17 Electronic Submissions**

- 17.1. Bids may be submitted electronically. Please note the following guidelines for electronic submissions:
- 17.2. Bidders shall make clear reference to the specific bid in the subject field as instructed, otherwise bids may be rejected. Clearly specify the following text in the subject line: ITB No. **UNFPA/TUR/17/001**, Bidder’s Name.
- 17.3. The bid shall be submitted to [turkey.office@unfpa.org](mailto:turkey.office@unfpa.org). Bids received at the [turkey.office@unfpa.org](mailto:turkey.office@unfpa.org) mailbox are kept undisclosed and shall not be opened before the scheduled opening date. Sending to any other email address will violate confidentiality and invalidate the bid.

- 17.4. Email submission shall not exceed 10 MB, including the size of the cover email. It is recommended that all the bidding documents are consolidated into as few attachments as possible which shall be in commonly used file formats. If the bid consists of large electronic files, it is recommended to send these files separately before the deadline indicating the order of emails (email 1, email 2, etc.) after the bid reference number and the Bidder's name in the subject line of each email.
- 17.5. It shall be the Bidder's responsibility to ensure that bids sent by email are received by the deadline. All Bidders shall receive an auto-reply acknowledging the receipt of their email. Bidders shall not receive responses to questions sent to [turkey.office@unfpa.org](mailto:turkey.office@unfpa.org) since it is a secure mailbox.
- 17.6. In order to avoid last minute internet congestion it is recommended to send your bid as early as possible before the deadline.

## **18 Bid Submission Deadline/Late Bids**

- 18.1. Bids must be delivered to the office on or before the date and time specified in the introductory letter of this solicitation document. If any doubt exists as to the time zone in which the bid should be submitted please refer to [www.timeanddate.com/worldclock](http://www.timeanddate.com/worldclock), or contact the bid focal point.
- 18.2. UNFPA may, under special and exceptional circumstances, extend the bid submission deadline and such changes shall be notified in UNGM before the expiration of the original period.
- 18.3. Any bid received by UNFPA after the bid submission deadline shall be rejected. UNFPA shall not be legally responsible for bids that arrived late due to the Bidder's problems with transmission of bid submissions via email and/or with the courier company.

## **19 Withdrawal, Substitution and Modification of Bids**

- 19.1. A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice prior to the bid submission deadline. The modification shall be submitted in a sealed envelope or to the dedicated secured email.
- 19.2. The Bidder may withdraw its bid after submission, provided that written notice of the withdrawal is received by UNFPA prior to the bid submission deadline requested to be withdrawn shall be shredded or shall be returned unopened to the Bidder.
- 19.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

## **20 Storage of Bids**

- 20.1. Bids received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified bid opening date stated in the UNFPA's solicitation document. No responsibility shall be attached to UNFPA for prematurely opening an improperly addressed and/or identified bid.

## **21 Bid Opening**

- 21.1. UNFPA shall conduct the bid opening in public at the following address, date and time.

Street Address: *Kaymakam İsmail Paşa Sok. No:10 Şahinbey/Gaziantep*

City: *Gaziantep*

Country: *Turkey*

Date: *20 June 2017*

Time: *15:00 Ankara time*, (reference: [www.timeanddate.com/worldclock](http://www.timeanddate.com/worldclock)).

- 21.2. Bids received electronically by the required deadline will be printed and a copy of the bids will be put in a sealed envelope that will be opened at the time and date specified in the bid document. Only the last received bid will be opened if multiple bids are sent by a same Bidder.
- 21.3. UNFPA shall open all bids in the presence of at least two witnesses from UNFPA or another UN agency. The bids shall be opened publicly at the time and place specified in the ITB and an immediate record made thereof.
- 21.4. Only those who have submitted bids may attend the bid opening. However, the Bidders may authorize a local agent, embassy or trade commission (also referred to as observers) to represent them. In order to be able to attend bid opening, agents representing Bidders must provide reasonable evidence (business cards, letter of authorization, etc.) confirming the name of the Bidder they represent.
- 21.5. The report shall be available for viewing by Bidders for a period of thirty days from the date of the opening. No information that is not included in the bid opening report can be given to Bidders.
- 21.6. No bid shall be rejected at bid opening, except for late bids. Bids that are not opened and read out at the bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be shredded except for any bank securities, which will be returned to the Bidder.

## **E. Evaluation and Comparison of Bids**

### **22 Confidentiality**

- 22.1. Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the contract award is published.
- 22.2. Any effort by a Bidder to influence UNFPA in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.
- 22.3. Notwithstanding from the time of bid opening to the time of contract award, if any Bidder wishes to contact UNFPA on any matter related to the bidding process, it should do so in writing.

## **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.

## **24 Responsiveness of bids**

- 24.1. UNFPA's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 24.2. A substantially responsive bid is one that 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:
- a. affects in any substantial way the scope, quality, or performance of the goods and related services specified in the contract; or
  - b. limits in any substantial way, inconsistent with the bidding documents, UNFPA's rights or the Bidder's obligations under the contract; or
  - c. if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 24.3. UNFPA considers material deviation to include, but to not to be limited to the following situations:
- a. During preliminary examination of bids (verification of formal criteria)
    - Absence of bid form(s), change in the wording or lack of signature on key portions of the bid form when this is clearly specified in the tender document as a requirement. Any change in wording that is consistent with the standard format of the bid form(s) is not a material deviation;
    - The Bidder indicates in the bid that they do not accept important contract conditions, i.e. related to Warranty, Force Majeure Applicable Law, Delivery Schedule, Payment Terms, General Conditions and Limitation of Liability;
    - Non historical documents required in the solicitation document have not been provided, such as documents specifically related to the bidding process and that the Bidder could not be expected to possess before the solicitation document was issued;
    - Non eligibility of the Bidder;
    - Financial information is included in the technical bid when using the two-envelope method.
  - b. During technical evaluation of bids and qualification of Bidders:
    - Specifications of the item quoted vary in one or more significant respect(s) from the minimum required technical specifications.
    - The Bidder does not meet the minimum conditions for qualification.
  - c. During financial evaluation of bids:
    - The Bidder does not accept the required price correction as Instructions to Bidders Clause 25.1, c.
    - Required price components are missing;
    - The Bidder offers less quantity than what is required.

- 24.4. 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 Nonconformities, Errors, and Omissions**

- 25.1. Provided that a bid is substantially responsive:
- a. UNFPA may waive any non-conformities or omissions in the bid that do not constitute a material deviation.
  - b. UNFPA may request that the Bidder submit the necessary information or documentation within a reasonable period of time to rectify nonmaterial nonconformities 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.
  - c. UNFPA shall correct arithmetical errors on the following basis:
    - 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;
    - if there is a discrepancy between words and figures, the amount in words shall prevail;
    - 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.
- 25.2. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected.

## **26 Preliminary examination of Bids**

- 26.1. UNFPA shall examine the bids to determine whether they are complete, that all documents and technical documentation requested as per Instructions to Bidders Clause 10 have been provided and to determine the completeness of each document submitted. UNFPA will also examine whether any computational errors have been made, whether the documents are properly signed, and whether the bids are generally in order.

## **27 Examination of Terms and Conditions and Technical Evaluation**

- 27.1. UNFPA shall examine the bid to confirm that it does not contain any material deviations, reservation, or omission related to the conditions and requirements specified in the Section II Technical Specifications and Schedule of Requirements, Section III UNFPA General Conditions of Contract and Section IV UNFPA Special Conditions for Contracts.
- 27.2. If after the examination of the terms and conditions and the technical evaluation UNFPA determines that the bid is not substantially responsive in accordance with Instructions to Bidders Clause 24, the bid shall be rejected.

## **28 Conversion to Single Currency**

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

## **29 Domestic Preference**

- 29.1. Domestic preference shall not be a factor in bid evaluation.

## **30 Evaluation of Bids**

- 30.1. UNFPA shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 30.2. UNFPA's evaluation of a bid will exclude and not take into account:
- a. Customs duties and other import taxes, sales and other similar taxes, which will be payable on the goods if the contract is awarded to the Bidder;
  - b. Any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

## **31 Comparison of Price Bids**

- 31.1. UNFPA shall compare all substantially responsive bids to determine the lowest priced substantially responsive bid.

## **32 Post-qualification of the Bidder**

- 32.1. UNFPA shall determine to its satisfaction whether the Bidder with the lowest priced, substantially responsive bid is qualified to perform the contract satisfactorily.
- 32.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted in the bid. An affirmative determination shall be a pre-requisite in order to award the contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event UNFPA shall proceed to the bid that was evaluated as the next lowest priced, substantially responsive bid in order to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 32.3. To determine the Bidder's capacity to execute the contract, UNFPA shall consider the following elements:
- Performance Statement Form, Section V, 4, with documentary evidence
  - Copy of last year audited company Balance and Financial Statements



- Financial Capability:
  - a. Annual sales turnover during any one of the last three years to be at least equal to the contract value (from Financial Statements)
  - b. Liquidity ratio: Current ratio (Current Assets/ Current liabilities) > 1.
  - c. Documentary evidence that the Bidder has successfully completed at least one similar contract within the last five years for supply of goods.
  - d. Provide contact details of commercial banks and names of contact persons from whom UNFPA could seek feedback.
- Experience and Technical Capacity:
  - a. Registration details of the company
  - b. Experience to undertake the contract
    - i. List of similar contracts executed for other clients, including contract details.
    - ii. Evidence that the Bidder possesses experience in the geographical area required by the bid.
    - iii. At least three years of experience in performing similar contracts.
  - c. Company's managerial capability:
    - i. Details of company's managerial structure.
    - ii. Quality assurance systems in place.
  - d. Bidder must have manufactured and supplied satisfactorily similar goods/services to a similar extent of the quantity, as mentioned against each schedule during any one of the last three years and the goods should have been in use satisfactorily with no adverse report.
  - e. Client's certificates in support of the satisfactory operation of the goods as specified above.
  - f. The Bidder shall disclose instances of previous past performance that may have resulted in adverse actions taken against the Bidder and the manufacturers whose products are being offered by the Bidder, in the last five years. Such adverse actions may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions, this must be clearly indicated in the Bidder's bid.

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

32.5. 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 record of poor performance such as, not properly completing contracts, inordinate delays in completion, litigation history, financial failures, etc.

### **33 UNFPA's Right to Accept Any Bid and to Reject Any or All Bids**

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

33.2. UNFPA reserves the right to reject any bid if a Bidder has previously failed to perform properly or complete on time in accordance with contracts or the Bidder who in UNFPA's perspective is not in a position to perform the contract.

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

### **34 UNFPA's Right to Annul a Bidding Process**

34.1. UNFPA reserves the right to annul the bidding process and reject all bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for UNFPA's action.

## **F. Award of Contract**

### **35 Award Criteria**

35.1. In the event of a contract award, UNFPA shall award the *Long Term Agreement to the lowest priced Bidder(s) whose bid has been determined to be substantially responsive to the bidding documents.*

35.2. If required, the Bidder shall permit UNFPA representatives access to their facilities at any reasonable time to inspect the premises that shall be used for the production, testing and packaging of the products. The Bidder shall also provide reasonable assistance to the representatives for such inspection, including copies of any test results or quality control reports as may be necessary. UNFPA may inspect the manufacturing facilities of the lowest evaluated responsive Bidder to assess his capability to successfully perform the contract as per the terms and conditions specified in the ITB.

35.3. UNFPA reserves the right to make multiple arrangements for any item(s) where, in the opinion of UNFPA, the lowest priced substantially responsive Bidder cannot fully meet the delivery requirements or if 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 lowest priced substantially responsive, the second lowest priced substantially responsive, the third lowest priced substantially responsive , etc.

### **36 Right to Vary Requirements at Time of Award**

36.1. UNFPA reserves the right at the time of award of contract to increase or decrease by up to 20% the quantity of goods specified in this bid without any change in unit price or other terms and conditions.

### **37 Signing of the contract**

37.1. Prior to the expiration of the period of bid validity, UNFPA shall send the successful Bidder the Long Term Agreement, which constitute the notification of award. The successful Bidder shall sign, date the contract and return it to UNFPA within 10 days of receipt of the contract. After receipt of the contract, the successful Bidder shall deliver the commodities in accordance with the quantity, quality and delivery schedule outlined in its bid in conjunction with UNFPA terms and conditions.

### **38 Publication of Contract Award**

38.1. UNFPA shall publish the contract award on United Nations Global Marketplace <http://www.ungm.org>, with the information of the awarded Bidder company name, contract amount or LTA and the date of the contract.

38.2.

Suppliers perceiving that they have been unjustly treated in connection with the solicitation or award of a contract may lodge a complaint directly with the UNFPA Head of Office at *kulessa@unfpa.org*. The UNFPA Head of Office will then make an assessment of the complaint and provide a reply to the supplier within a week. If the supplier is not satisfied with the reply provided by the UNFPA Head of Office, the supplier may escalate the complaint to the Chief, Procurement Services Branch at *procurement@unfpa.org*, who will reply to the supplier within a week and advise the Supplier on further recourse if required.

## SECTION II: Technical Specifications and Schedule of Requirements

### 2.1. **Technical Specifications /Terms of reference**

#### 2.1. Background

The United Nations Population Fund (UNFPA) Turkey wishes to appoint one vendor to supply **Storage Space and Warehouse Management Services in Gaziantep in support of UNFPA's humanitarian programme.**

#### 2.2. Past Purchase

For the last one year UNFPA Turkey used *monthly 100 m<sup>2</sup> space bonded warehouse and 1,500 m<sup>2</sup> space in non-bonded warehouse in average.*

(As of April 2017 monthly space is required as 100 m<sup>2</sup> space bonded warehouse and 1,500 m<sup>2</sup> space in non-bonded warehouse , this number could vary depending on funding).

#### 2.3. Technical Specifications/Terms of Reference

UNFPA Turkey requires the provision of 1500 m<sup>2</sup> non-bonded storage space (regular) and provision of 100 m<sup>2</sup> bonded storage space for a base period of performance as one year and then allow UNFPA to exercise one or two more years as optional, including the warehouse management services in line with the Terms of Reference below.

Terms of Reference- Warehouse Management for UNFPA in Gaziantep- Turkey

Contractor warehouse manager:

- a. Update and track all related files and shipping documents, ensure proper filing routines (Waybill, Goods Receiving Note, Purchase Order, SRF and stock cards).
- b. Ensure that inventory records (Bin/Stack & Stock Cards) match physical inventory.
- c. Control storage conditions, as well as movement and receipt/issue of goods.
- d. Producing stock reports in excel format (detailing in/out movements and balances) every time there are movements of stock and/or minimum per week.
- e. Perform the Quarterly physical Inventory in collaboration with the UNFPA Logistics focal point.
- f. Ensure cleanliness of the building and premises, and guarantee that pest control is in place and effective.

Services required form the contractor for Non-Bonded (Regular) and Bonded Warehouses:

- a. A focal point will be designated and made vacant for all relevant operations when occurred, and should be available on call 7/24 during emergency situation called by UNFPA.
- b. Receiving of goods from local and international suppliers.

- c. De-stuffing of shipping containers and off-loading of trucks with/without forklift assistance, accompanied by the necessary amount of personnel.
- d. Physical inspection/ quality control of incoming goods certified by a Goods Receiving Note properly signed and stamp.
- e. Put away and storage of goods with/without forklift assistance in line with international best practices and UNFPA Inventory procedures.
- f. Storage of goods in an organized and an accessible manner with updated bin cards specifying stock quantities by Purchase Order. This shall include palletization and/or de-palletization if required.
- g. Labeling, repacking/ prepacking, consolidation of goods.
- h. Loading of goods for outbound consignments with/without forklift assistance.
- i. Daily reporting on warehouse activities including inbound, outbound and on hand stock balance to the UNFPA Logistics focal point/ contract manager.
- j. For receipt of loose cargo, additional cost for loading and off-loading shall be charged, due to extra manpower hire.
- k. In case of emergency, workers might be required to carry their duties outside normal working hours.
- l. Provision of cleaning (minimum on weekly basis), security and utility services (electricity, internet, office space, computer, printer and scanner access). Especially, the security services shall cover 7/24 CCTV system observation and guard. The Fire Fighting System shall be installed in Warehouse.
- m. Assistance of UNFPA staff in quarterly stock counting/ physical inventory verification.
- n. The Contractor shall provide UNFPA a maximum of 1,500 square meters of Non-Bonded (Regular) warehouse space for a base period of performance as one year and then allow UNFPA to exercise one or two more years as optional, including the warehouse management services.
- o. The Contractor shall provide UNFPA a maximum of 100 square meters of bonded warehouse space for a base period of performance as one year and then allow UNFPA to exercise one or two more years as optional, including the warehouse management services.
- p. The Contractor shall coordinate and Liaise with Government Officials on all matters related to and in line with Customs Bonded warehousing.

#### REQUIRED STANDARDS:

There should be good conditions in facilities for the storage of medicines and health/medical products including:

- ✓ Temperature regime appropriate for various categories of goods
- ✓ Appropriate humidity level

It is desirable to keep standard temperature level in:

- Freezer: from – 25 °C to -10 °C
- Refrigerator: from + 2 °C to +8 °C (obligatory regime)
- In cool place: from + 8 °C to +15 °C (obligatory regime)
- The warehouse room temperature: from + 15 °C to +25 °C (obligatory regime)
- Above room temperature: from + 25 °C to +30 °C

To maintain temperature level from +2 °C to +8 °C, it is necessary to have equipment for the maintenance of freezer chain, such as refrigerator, cool boxes, ice packs for transportation.

To control appropriate temperature conditions, storage facilities should be equipped with air conditioners and heating system. For the control of temperature and humidity levels, storage facilities should be equipped with thermometer and hydrometers. Storage facilities should have ventilation and air circulation system. Humidity level should not exceed 60%

Storage facilities should be equipped with power generator in order to keep appropriate conditions in case of electricity cut.

Storage facilities should comply with hygiene norms and regulations established by local standards.

International Transportation and Logistics Services:

- ✓ ISO 9001: 2008 or 2015 Quality Management System
- ✓ ISO 10002: 2004 Quality management -Customer satisfaction
- ✓ ISO 14001:2004 Environmental management systems
- ✓ ISO 18001:2007 Occupational health and safety management systems

## 2.5. Schedule of Requirements

The provision of storage space and warehouse management services supposes of two types of the costs which will be incurred and shall be paid by UNFPA to the prospective supplier based on the signed LTA. Therefore a bidder should submit two type of prices:

- 1) **For Fixed Costs:** this refers to the provision on a regular basis of 1,500 m<sup>2</sup> non-bonded storage space and 100 m<sup>2</sup> bonded storage space. These prices will be paid by UNFPA regardless whether the mentioned spaces were used on 100% or partially. Also this cost should include services of warehouse manager and all other services such as availability of staff after working hours, labeling, repacking/ prepacking, consolidation of goods, coordination with government officials.

Therefore the mentioned dimensions of storage spaces should be provided by supplier permanently and UNFPA committed for the costs regardless of the level using of the storage spaces.

- 2) **For Variable Costs:** this refers to the provision handling costs and supplier should apply fixed rates for every single service, below is the list of the services. The number of these services is uncertain and it will be requested based on the UNFPA actual demands.

Description	Unit of measure
Loading-unloading	per truck
Loading-unloading	per lorry
Loading-unloading	per pick-up
Loading-unloading	per pick-up
Palletizing	per pallet
Stretching	per pallet
Stretching (per pallet)	per pallet
Forklift	per hour
Manpower	per person& per hour

**The both prices should be submitted by bidder according to the Price Schedule Form, Section V,6.**

## **SECTION III: UNFPA General Conditions of Contract Contracts for the Provision of Goods**

UNFPA General Conditions of Contract can be found at:  
<http://www.unfpa.org/resources/unfpa-general-conditions-contract>

## SECTION IV: UNFPA Special Conditions for Contracts

<b>CONTRACT PRICE</b>	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
<b>GOODS AND SERVICES DEFINED</b>	<p>Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, customized and standard software as required, intermediate products and products which the Supplier is required to supply under the Purchase Order.</p> <p>Services are to include design, installation and commissioning, training services, technical assistance and warranty services as required to supply in the Purchase Order.</p>
<b>SHIPPING AND PAYMENT INSTRUCTIONS</b>	Access the following link for shipping and payment instructions: <a href="#">Shipping Instructions</a>



## SECTION V: Bidding 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/ NOT APPLICABLE	REMARKS
Have you read and understood all of the Instructions to Bidders in Section I of the bidding documents?	Section I		
Have you reviewed and agreed to the UNFPA General Conditions of Contract?	Section III		
Have you reviewed and agreed to the UNFPA Special Conditions for Contracts?	Section IV		
Have you completed the Bid Confirmation Form?	Section V, 1		
Have you completed the Bid Submission Form?	Section V, 2		
Have you completed the Bidder's Identification Form?	Section V, 3		
Have you completed the Performance Statement Form?	Section V, 4		
Have you completed the Product Item Overview Form?	Section V, 5		
Have you completed and signed the Price Schedule Form?	Section V, 6		
Have you reviewed all of the relevant contract form(s)?	Section VI		
Have you prepared a copy of your company's registration in the country of operation?	Section I, Sub-Clause 10.2, b.		
Have you prepared a copy of the previous year's audited company Balance and Financial Statements?	Section I, Sub-Clause 10.2, d.		
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, Sub-Clause 2.4		
Have you prepared documentary evidence that the goods/services conform to the technical specifications and standards specified in Section II Technical Specifications and Schedule of Requirements?	Section I, Sub-Clause 10.3, a.		
Have you prepared product catalogues containing pictures of the product(s)/services?	Section I, Sub-Clause 10.3, c.		
Have you provided any copies of current certificates such as GMP/Quality,	Section I, Sub-Clause 10.3, g.		

FSC/ CPP, manufacturer's ISO certificate for the product, manufacturer's CE certificate, USA510k, Japan QS standard, etc. as stated in the Technical Specifications and Schedule of Requirements, in Section II?			
Have you provided a copy of any of your company's environmental or social policies, and any related documentation?	Section I, Sub- Clause 10.4		
Have you reviewed the UN Global Compact requirements?	Section I, Sub- Clause 10.4		
Have you sealed and marked the bids according to Instructions to Bidders Clause 16 (hard copy bids) or Clause 17 (electronic bids)?	Section I, Sub- Clause 16 & 17		
If submitted electronically, is the file size of the bid less than 10MB? (If the file size is above 10MB, refer to Instructions to Bidders Sub-Clause 17.4)	Section I, Sub- Clause 17.4		
Have you noted the bid closing deadline?	Cover letter, #5		
Have you provided information on annual sales turnover during any one of the last three years to be at least equal to the contract value (from Financial Statements)?	Section I, Sub- Clause 32.3 Financial Capability, a.		
Have you provided documentary evidence that the Bidder has successfully completed at least one similar contract within the last five years for supply of goods?	Section I, Sub- Clause 32.3 Financial Capability, c.		
Have you provided contact details of commercial banks and names of contact persons from whom UNFPA could seek feedback?	Section I, Sub- Clause 32.3 Financial Capability, d.		
Have you provided sufficient documentation of your company's ability to undertake the contract, i.e., <ul style="list-style-type: none"> <li>- List of similar contracts executed for other clients including contract details.</li> <li>- Evidence that the Bidder possesses experience in the geographical area.</li> <li>- At least three years of experience in performing similar contracts.</li> </ul>	Section I, Sub- Clause 32.3 Experience & Technical Capacity, b.		
Have you provided sufficient documentation of your company's managerial capability? <ul style="list-style-type: none"> <li>- Details of company's managerial structure.</li> <li>- Quality assurance systems in place.</li> </ul>	Section I, Sub- Clause 32.3 Experience & Technical Capacity, c.		
Have you demonstrated that your company has manufactured and satisfactorily supplied similar goods to a similar extent of the quantity as mentioned against each schedule during any one of the last three years and the goods should have been in use satisfactorily with no adverse report?	Section I, Sub- Clause 32.3 Experience & Technical Capacity, d.		
Have you supplied Client's certificates in	Section I, Sub-		

support of the satisfactory operation of the goods as specified above?	Clause 32.3 Experience & Technical Capacity, e.		
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## 1. Bid Confirmation Form

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

Date:

To: UNFPA

Fax/email: [yakubov@unfpa.org](mailto:yakubov@unfpa.org)

From: *[Insert name of Office & contact person]*  
*[Company name]*  
*[Contact person]*  
*[Telephone]*  
*[Email address]*  
*[Postal address]*

Subject: ITB No.: UNFPA/TUR/17/001

YES, we intend to submit an bid.

NO, we are unable to submit a bid in response to the above mentioned Invitation to Bid due to the following reason(s):

- The requested products and services are not within our range of supply
- We are unable to submit a competitive bid for the requested products at the moment
- The requested products are not available at the moment
- We cannot meet the requested specifications
- We cannot offer the requested type of packing
- We can only offer FCA prices
- The information provided for quotation purposes is insufficient
- Your ITB is too complicated
- Insufficient time is allowed to prepare a quotation
- We cannot meet the delivery requirements
- We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc)
- We do not export
- Our production capacity is currently full
- 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)

**If UNFPA has questions to the Bidder concerning this NO BID, UNFPA should contact Mr./Ms. \_\_\_\_\_, phone/email \_\_\_\_\_, who will be able to assist.**

**2. Bid Submission Form**

*[The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

**Date:** *[insert date (as day, month and year) of Bid Submission]*

**ITB No.:** UNFPA/TUR/17/001

To: Kamol Yakubov, UNFPA

Dear Sir / Madam,

We the Undersigned have examined and have no reservations to the Bidding Documents No. UNFPA/TUR/17/001 and amendments We hereby offers to supply, in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements, the following goods and related services, supply of storage space and warehouse management services which are subject to UNFPA General Conditions of Contract and other terms and conditions as specified in the document.

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

We have no conflict of interest in accordance with Instructions to Bidders Sub-Clause 2.3;

Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—have not been declared ineligible by UNFPA, in accordance with Instructions to Bidders Sub-Clause 2.4;

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Dated on .....day of .....[year].

Signature: .....  
*[insert signature of person whose name and capacity are shown]*

In the capacity of: .....  
*[insert legal capacity of person signing the Bid Submission Form]*

Name: .....  
*[insert complete name of person signing the Bid Submission Form]*

Company: .....  
*[insert name of company]*

### 3. Bidders Identification Form

Bid No. UNFPA/TUR/17/001

#### 1. Organization

Company/Institution Name	
Address, City, Country	
Telephone/FAX	
Website	
Date of establishment	
<b>Legal Representative:</b> Name/Surname/Position	
<b>Legal structure:</b> natural person/Co.Ltd, NGO/institution/other (please specify)	
<b>Organizational Type:</b> 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 in the region (please 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 contracts	
--	--

**4. Contact details of persons that UNFPA may contact for requests for clarification during bid evaluation**

Name/Surname	
Telephone Number (direct)	
Email address (direct)	

P.S.: This person must be available during the next two weeks following receipt of bid

**4. Performance Statement Form**

(For the last five years)

Bid No. UNFPA/TUR/17/001

Name of Bidder: \_\_\_\_\_

Order No. & Date	Client	Contact person/phone	Description of similar previous services	Value of order (USD)	Date of completion		Satisfactory completion
					As per contract	Actual	

To be attached: Documentary evidence (client's letter or certificate) in support of satisfactory completion of above orders.

\_\_\_\_\_  
Signature and seal of the Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Countersigned by and seal of Chartered Accountant

\_\_\_\_\_  
Date



### 5. Product Item Overview Form

<b>Item No.</b>	<b>Description and minimum /mandatory specifications according to the Terms of References</b>	<b>Description of items/services offered</b> (To be completed by the Bidder)	<b>Compliant? (Y/N)</b> (To be completed by UNFPA during evaluation)
<b>1</b>	Fixed Costs Services: Tasks of warehouse manager		
<b>2</b>	Fixed Costs Services for Non-Bonded (regular ) Warehouse		
<b>3</b>	Fixed Costs Services for Bonded Warehouse		
<b>4</b>	Variable Costs Services for Non-Bonded (regular) Warehouse		
<b>5</b>	Variable Costs Services for Bonded Warehouse		

## 6. Price Schedule Form

### A) Fixed Costs Price:

#	Description	Unit Price (per m2)	Quantity (m2)	Number of months Year 1	Total Annual Amount
A	B	C	D	E	F=C x D x E
A.1	Bonded warehouse		100	12	
A.2	Non-bonded (regular) warehouse		1,500	12	

### B) Variable Costs Prices:

#	Description	Unit of measure	Unit Price
B.1	Loading-unloading	per truck	
B.2	Loading-unloading	per lorry	
B.3	Loading-unloading	per pick-up	
B.4	Loading-unloading	per pick-up	
B.5	Palletizing	per pallet	
B.6	Stretching	per pallet	
B.7	Stretching (per pallet)	per pallet	
B.8	Forklift	per hour	
B.9	Manpower	per person & per hour	

### **BIDDER'S SIGNATURE AND CONFIRMATION OF THE ITB**

PROVIDED THAT A PURCHASE ORDER IS ISSUED BY UNFPA WITHIN THE REQUIRED BID VALIDITY PERIOD, THE UNDERSIGNED HEREBY COMMITS, SUBJECT TO THE TERMS OF SUCH PURCHASE ORDER, TO FURNISH ANY OR ALL ITEMS AT THE PRICES OFFERED AND TO DELIVER SAME TO THE DESIGNATED POINT(S) WITHIN THE DELIVERY TIME STATED ABOVE.

*Exact name and address of company*

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

EMAIL ADDRESS OF CONTACT PERSON \_\_\_\_\_

OTHER EMAIL ADDRESSES \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE DATE

\_\_\_\_\_  
NAME OF AUTHORIZED SIGNATORY (TYPE OR PRINT)

\_\_\_\_\_  
FUNCTIONAL TITLE OF SIGNATORY

\_\_\_\_\_  
WEB SITE

## **SECTION VI: Long Term Agreement**



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

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**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/operationalrates/OperationalRates.aspx> **[This clause is included only in the event that the USD is not the Supplier's preferred currency and this information has been made clear in the respective bid – DELETE AS APPROPRIATE]**

## **7. DELIVERY [DELETE IF NOT RELEVANT]**

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

The "LTA Lead Time FCA Weeks" refers to the maximum number of weeks from the date of receipt of Purchase Order by the Supplier **to the date 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 Due Date, the goods are delivered late by the Supplier**

**If ATD = PO Due Date, goods are delivered on time by the Supplier**

**If ATD < PO 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. Contents: Item Country of destination UNFPA PO Number</p>	<p>Supplier name Lot/Batch/Serial numbers [Delete if not Relevant] Case / Carton number Manufacturing Date [Delete if not Relevant] Expiry date (Based on the earliest expiry date of the product in the case/carton) Weight Volume Max. temperature, if applicable 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 Tem Agreement.

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

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

Type of Document Required	Consignee		Notify Party		UNFPA PSB Buyer	
	Original	Copy	Original	Copy	Original	Copy
Commercial Invoice	2	0	0	1	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](mailto: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](mailto: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.

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

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