



United Nations Population Fund (UNFPA)
Bldg. No. 10, Fatmeh Idriss Lane Al-Ghazzawi St. West Villas,
Mezzeh
Damascus, Syria
Tel: +963- 6121659 /6113764
Fax: +963 11 611-3783
Website: www.unfpa.org

Date: 25th of Oct. 2017

INVITATION TO BID

ITB No. UNFPA/SYR/ITB/17/001

For The Supply of Protection/Dignity Kit

Dear Sir/Madam:

We hereby solicit your Bid for the supply of the **Protection/Dignity Kit** on non-exclusive Long Term Agreement (LTAs) with one or multiple vendors for two years with possible one (1) year extension based on good performance.

The components and the technical specification of the requested kit are stated clearly in **Annex 2. Description of goods and Technical Specifications** of this ITB.

If you are interested in submitting a bid for these items, kindly fill in the attached submission forms and submit them in **one sealed envelope** to the address indicated below /send **to the secure email address** indicated below/ not later than **12:00pm (Damascus Local Time) Wednesday 01st of Nov. 2017** (reference: www.timeanddate.com/worldclock).

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 unopened or shall be shredded. Bids submitted to any other email address than secure email stipulated hereunder shall be rejected.

UNFPA requires free, non-returnable product samples for evaluation of the item at the time of bid submission. Samples shall be considered as part of the offer and shall be subject to the technical review.

Therefore, it is necessary for the bidders who are interested in participating in this bidding process, should send their samples before the deadline **12:00pm (Damascus Time) Wednesday 01st of Nov. 2017** (reference: www.timeanddate.com/worldclock).



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It is suggested that the bidder should send the samples via courier earlier and separately due to strict scrutiny of goods in the local custom.

Please ensure to mark your envelop/email clearly with the **ITB Reference No. UNFPA/SYR/ITB/17/001** and the words “**Sealed Bid, do not open before 12:00pm (Damascus Local Time) Wednesday 01st of Nov. 2017**” as shown in below table, otherwise bids may be rejected.

Any bid received by UNFPA after the bid submission deadline shall be rejected and returned unopened to the Bidder. 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

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.

Secure email address for bid submission: syria.office@unfpa.org

Bids received at the syria.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.

E-mail 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.

In order to avoid last minute internet congestion it is recommended to send your bid as early as possible before the deadline.

Street address for bid submission:



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UNITED NATIONS POPULATION FUND (UNFPA) Syria

Address: Bldg. No. 10, Fatmeh Idriss Lane Al-Ghazzawi St. West Villas, Mezzeh,
Damascus, Syria

Invitation to Bid No. UNFPA/SYR/ITB/17/001

Company name:

“Sealed Bid, do not open before 12:00pm (Damascus Local Time) Wednesday 01st of Nov. 2017”

A prospective Bidder requiring any clarification on the bid solicitation documents may notify UNFPA in writing from the date of issue of the bid and no later than **Sunday 29th of Oct. 2017 at 05:00pm (Damascus Local Time)** to the following email address:

Name and Email address only for technical queries:

Dr. Widad babikir, babikir@unfpa.org
Ms. Haneen Hasan, hhasan@unfpa.org

Note: Do not submit your bid/proposal to the contact person’s email address!

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 maximum by **Monday 30th of Oct. 2017 at 05:00pm (Damascus Local Time)**.

A copy of UNFPA’s answer shall also be posted on the UN Global Marketplace, <http://www.ungm.org>.

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 that shall also be posted on the UN Global Marketplace, <http://www.ungm.org>.

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.

Bidding shall be conducted through ONE (10) sealed envelope including below listed documents:

Documents to be submitted in the bid:



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(All the requested documents listed hereunder shall be submitted strictly in the bid maximum by the announced closing date of this ITB. Failure to submit those documents may result in disqualifying the bid)

1. **Bidders Identification Form:** along with all supporting documents (Company Profile, Financial Statements of the last two years, Company registration in the country of operation, Bank Statement... etc.);
2. **Technical bid:** stating the country of origin, brand name and the shelf life of each item, production capacity and packing and packaging inf., etc., in addition to the product catalogue (if applicable) to demonstrate that specification and quality of the products are in line with the requirements listed in the bidding documents;
3. **Product Item Overview Form:** Completed, signed and stamped Form;
4. **Evidence of Bidder's previous similar experience** in the last three (3) years, particularly in Syria and clients list;
5. **Three (3) reference letters;**
6. **A statement whether any import or export licenses** are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users;
7. **Manufacturer's Authorization** of the Company as a Sales Agent (if Supplier is not the manufacturer) or Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer);
8. **Written Self-Declaration** of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;
9. **Free sale certificate:** Goods offered under this ITB shall have a current free sale certificate or equivalent from the health or regulatory authority from the country of origin or in Syria (where applicable);
10. Completed, signed and stamped **Bid Submission Form;**
11. **Financial bid** including the price schedule;
12. **Bid Security** in the amount of **USD 25,000** valid for **90 days** from bid submission date;
13. **Signed and stamped copy of Annex 3** Long Term Agreement Template including UNFPA General Terms and Conditions.



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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.

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, statement 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. and the Bidders waive all rights to appeal against the decision made by UNFPA.

Partial bids are not allowed under this ITB. Note: Partial bids mean that the bidder does not have to offer all requested commodity types in order to submit a complete bid. However, within each commodity type, full quantities must be offered and for all requested items listed in **Annex 2. Description of goods and Technical Specifications** of this ITB.

Only One option are allowed to be submitted by bidder for each commodity type listed.

INCOTERMS 2010:

- Price of goods must be based on **DAP Term** to UNFPA Warehouse in Sahnayya, Rural Damascus, Syria.

Validity of Bid:

The prices of the bid shall be valid for **(90) Ninety days** after the closing date of bid submission as specified by UNFPA. A bid valid for a shorter period shall be rejected by UNFPA.

Delivery Time:

If awarded with a Long Terms Agreement, for each order, delivery shall be made within **(4) four weeks to UNFPA Warehouse in Sahnayya, Rural Damascus, Syria or as advised by UNFPA.**

Evaluation of Bids:

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

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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.

Contract Award:

UNFPA shall award the contract to the lowest priced bidder(s) whose bid has been determined to be substantially responsive with the bidding documents, including the maximum allowable lead time.

Note: Current UNFPA supplier policies apply to this solicitation and can be found at: <http://www.unfpa.org/suppliers>.

Attachments:

- **Bid Submission Form**
- **Bidders Identification Form**
- **Product Item Overview Form**
- **Price Schedule Form.**



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Annex 1. Introduction and Requirement Condition

Introduction:

The goods to be procured are Protection/Dignity Kits for UNFPA's Programme located in Syria. As a result of this bidding process, UNFPA shall sign non-exclusive Long Term Agreements (LTAs) with one or multiple vendors for two years with possible 1-year extension based on good Supplier-performance condition. Upon the establishment of the LTA with successful Bidder(s), when there is a requirement for the goods a Request for Quotation (RFQ) will be sent to all the firms with whom an LTA has been signed for the required goods. Quotations will be evaluated based on the lowest priced methodology. At the moment of submitting the RFQ the procurement official will provide indications on the evaluation parameters.

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

- 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;
- The agreements shall be valid for 2 years starting from the date the LTA was signed with a possibility of further 1 year extension, during which the stated prices are fixed and final.
- The quantities specified in **Annex 2. Description of goods and Technical Specifications** may not be reached or may be exceeded during the period of the agreement;
- 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>
- The long term agreement template as specified in **Annex 3**, shall be used for the establishment of the final agreement;
- 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.
- All bidders are required to submit non-returnable, free of charge product samples. Samples shall be in their final status and packaging as intended to be supplied on Purchase Orders. Bidders are requested to



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submit exact content mentioned and quantity (Annex 2) in this bid. Quality of the sample and packing will be one of the criteria in selecting the provider;

- Samples should be received at UNFPA, Damascus office before the deadline of **12:00pm (Damascus Local Time) 01st of Nov., 2017.**

Samples should be sent to and be clearly marked with the following:

UNITED NATIONS POPULATION FUND (UNFPA) Syria
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 Damascus, Syria

Invitation to Bid No. UNFPA/SYR/ITB/17/001

Attention: Mr. Eyad Talaa

Company name:
 Samples.

Not for resale or use.

ONLY TO BE OPENED BY AUTHORIZED UNFPA PERSONNEL.

Goods	All the goods to be supplied under the contract may have their origin in any country should be international standard
Customs clearance, if needed, shall be done by:	The bidder and facilitated by UNFPA Syria Country Office.
Insurance	Cargo Insurance is covered by UNFPA global insurance policy. Please do not include insurance costs in your quotation.
Delivery Location	UNFPA Warehouse in Rural Damascus, Syria
Delivery Time	Within 4 weeks upon PO
Mode of Transport	SEA+LAND
Currency of Quotation	United States Dollars
Evaluation Criteria	Full compliance to requirements and lowest price in the best delivery time; Full acceptance of the UNFPA General Terms and Conditions

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UNFPA will award to:	(1) master supplier + (1) backup supplier
All compliant Bids shall meet the following:	<ul style="list-style-type: none"> • Compliance of technical specifications with the specifications given in the ITB • Compliance of kit sample with the specifications given in the ITB • Compliance with the special and general conditions specified in ITB • The supporting documents required which is specified in this ITB • Optimized delivery lead time in accordance to Delivery Requirement • Quality and functionality of the goods will be evaluated independently from the price by the evaluation team. • Other conditions requested in the Bid solicitation documents.
Type of Contract to be Signed	2 years LTA + Purchase Orders
Conditions for Release of Payment	% 100 upon the successful delivery proved by a Written Acceptance of Goods of beneficiary based on full compliance with ITB requirements, and within 30 calendar days.
Special Condition	<ul style="list-style-type: none"> • Products shall be recently manufactured and have at least 80% of its shelf life remaining at the time of delivery to country of destination. • Particular storage conditions (temperature, pressure, humidity, etc.) shall be clearly stated, if applicable. • Brand name, country of origin, contents and specifications of each item shall be clearly marked on each item. Language of such information shall be English • Liquid items shall be adequately sealed in a way to avoid any leakage during transportation or storage. Bidders shall identify their method of proper sealing. • Due to the nature of crisis and emergency, the bidder must confirm agreement on the above Delivery Requirement. The quantity indicated below is our minimum acceptable delivery requirement and the supplier can indicate their maximum capacity in the given the max allowable lead time. Bidders who do not confirm their acceptance to the delivery schedule will be disqualified from any further evaluation. • In case of contract award the supplier confirms its capability of delivering and not deviating in any way from the product samples shared for technical review and laboratory analysis (*where appropriate).



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Annex 2. Description of goods and Technical Specifications

The United Nations Population Fund (UNFPA) wishes to appoint one or more vendors in supplying **Protection/Dignity kits** in support of UNFPA’s programme in Syria.

Shipment	Description of Goods	Expected quantities to be contracted under duration of the LTA	Unit of Measure	Delivery schedule from date of each order (DAP UNFPA W/H in Rural Damascus)
1	Protection /Dignity Kit	100,000	Kit	Max. Allowable lead time 4 weeks

1.1 Protection /Dignity Kit Content:

Protection /Dignity Kit Content				
#	Item Name	Specifications	Unit of Measurement	Quantity
1	Sanitary Napkins	Disposable, non-woven tissue, cotton touch feel top sheet, thin with wings, high absorbance, individually wrapped in packs containing 10 pieces. Include plastic cover for discreet disposal. Not containing allergic and dangerous substances.	Pack	3
2	Female Underwear-set of 2 pieces	100% cotton. Set of (1) panty and (1) round neck T-shirt, White/Black colour size M/L. Thick fabric, not transparent, durable, skin friendly, not containing any allergic substances.	Set	2
3	Shampoo	Bottle of 400ml-500ml maxi for adults. For normal hair, good smell. Hypoallergenic, PH factor 5.5	Bottle	1
4	Tooth Paste	100ml - 125ml tube. Concentrated paste, with fluoride	Tube	1
5	Toothbrush	Strong Plastic toothbrush, adult size, medium bristle, individually wrapped, with protective cap.	Piece	1

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6	Antiseptic Hands Soap	Toilet soap bar, 125g ± %5. Un-perfumed, antibacterial, hypoallergenic, skin friendly. Long durability. Individually wrapped and reusable durable plastic soap box PP, assorted colors.	Bar	3
7	Towel	100% cotton, standard size 45x90cm ± %5, weight 240g ± %5. Thick and absorbent. Color: fixed dye, different light colors.	Piece	1
8	Socks	Material: 90% wool, 10% spandex. Free size suitable for sizes 39-43. Good durability Fixed dye, assorted colors.	Pair	1
9	Fleece Blanket	Fleece-Small Blanket size 100 x 150 cm, weight 250g ± %5. Composition: 100% polyester fleece or flannel (non- recycled). Lightweight, durable fabric. Color: Assorted dark colors. Edge: Folded and stitched	Piece	1
10	Winter Hair Scarf	Light weight, durable fabric, non-transparent, standard size. Color: preferably white color or alternatively light colors (beige, light pink...etc.).	Piece	1
11	Nail clipper	Stainless steel, medium size	Piece	1
12	Small Sewing Kit	Sewing needles, safety pins buttons, basic colours white & black threads.	Set	1
13	Wet wipes	Packet of 70 pcs minimum, P.h 5.5, nice smell, Hypoallergenic, safety closure.	Packet	1
14	Flashlight Solar Powered	Personal solar re-chargeable flashlight (LED)	Piece	1
15	Bra	White color 80/85 size, 100 cotton fabric, Local made	Piece	1
16	Gloves	Material: wool, Large/Medium size, dark colors	Pair	1
17	Long dress (Abaya)	Polyester 100% with zipper in front, long sleeves, dark color large size	Piece	1

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18	Female Tights	Female winter underpants, free size, dark color	Piece	1
19	Female Winter Knitted Jacket	Acrylic winter female jacket, Long sleeves, durable fabric, not transparent, medium/large size. Color: preferably dark colors	Piece	1
20	Female Deodorant	Women's antiperspirant roll-on (liquid), Hypoallergenic, 50ml.	Piece	1
21	Hand Sanitizing Gel	100-125ml with Alcoholic gel.	Bottle	1
22	Sponge	bath and body works shower foaming sponge	Piece	1
23	Vaginal Gel	Feminine antiseptic washable gel 200-225 ml, skin friendly	Bottle	1
24	Hairclip	Pack of 6 pieces, metal, medium size, assorted colors.	Pack	1
25	Anti-Lice Shampoo	Adult Anti lice shampoo, 200-225ml, with safety closure	Bottle	1
26	Hairbrush with Mirror	Plastic handle with metal pins, tip of metal pin covered with rubber ball. The mirror can be attached to the brush or to be supplied aside	Piece	1
27	Eyebrow Plucker	Stainless steel, good quality, big size	Piece	1
28	PP Plastic Bucket	20L with Lid and Handle	Piece	1
29	Kitting and Packing Services per kit	All items of the kit should be packed inside the bucket, with UNFPA Logo (Sticker)	Kit	1
30	Freight	Freight charges per kit to DAP Term to UNFPA Warehouse in Sahnayya, Rural Damascus, Syria.	Each	1



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Bid Submission Form

Name of Bidder: _____
Contact Person: _____
Title: _____
Email Address: _____
Telephone Number: _____
Date of Bid: Wednesday 01st of Nov. 2017
Bid No: UNFPA/SYR/ITB/17/001
Currency of Bid price: _____
Delivery time (days from receipt of order till dispatch): _____
(Note: maximum time is: 04 weeks)
Expiration of Validity of Bid/Proposal (The bid shall be
valid for a period of at least (90) days after the Closing date.): _____

Vendor's Comments:

I hereby certify that this company, which I am duly authorized to sign for, accepts the General Terms and Conditions of UNFPA http://www.unfpa.org/resources/unfpa-general-conditions-contract and we will abide by this bid/proposal until it expires.
We undertake, if our bid/proposal is accepted, to commence and complete delivery of all items in the contract within the time frame stipulated.
We understand that you are not bound to accept any bid you may receive and that a bidding contract would result only after final negotiations are concluded on the basis of the technical and price bids proposed.

Name and title

Date and Place



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Bidder Identification Form

1. Organization

Company/Institution Name	
Address, City, Country	
Telephone/FAX	
Website	
Date of establishment	
Legal Representative: Name/Surname/Position	
Legal structure: natural person/Co. Ltd, NGO/institution/other (please specify)	
Organizational Type: Manufacturer, Wholesaler, Trader, Service provider, etc.	
Areas of expertise of the organization	
Current Licenses, if any, and permits (with dates, numbers and expiration dates)	
Years supplying to UN organizations	
Years supplying to UNFPA	
Production Capacity	
Subsidiaries 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)	



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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. Client Reference List

Please provide references of main client details.

Name of company	Contact person	Telephone	E-mail
1.			
2.			
3.			

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

Name/Surname	
Telephone Number	

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(direct)	
Email address (direct)	

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



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Price Schedule Form

Name of Bidder: _____

Date of Bid: Wednesday 01st of Nov. 2017

Bid No: ITB No. UNFPA/SYR/ITB/17/001

Currency of Bid price: _____

Delivery time (days from receipt of order till dispatch): _____

(Note: maximum number of time is: 4 Weeks)

Expiration of Validity of Bid/Proposal (The bid shall be valid for a period of at least (90) days after the Closing date.): _____

Item No.	price/unit	Quantity	Transportation cost to destination (specify mode of transportation)	Total DAP (UNFPA W/H in Rural Damascus)	Delivery schedule (days upon order)

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Vendor's Comments:

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.

Name and title

Date and Place



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Annex 3 Long Term Agreement Template

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

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DETAILS OF THE PRODUCT AND OR SERVICES TO BE DELIVERED UNDER THE LTA

As stipulated in the attached document

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



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Fax: +963 11 611-3783
Website: www.unfpa.org

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Damascus, Syria

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Fax: +963 11 611-3783

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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 SERVICES [DELETE IF NOT RELEVANT]

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

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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



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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.



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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



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Bldg. No. 10, Fatmeh Idriss Lane Al-Ghazzawi St.
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- 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**



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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



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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.



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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]



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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.



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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>



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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].**



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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.



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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]



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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.



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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.



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- 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:



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<p>UNFPA logo </p> <p>UNFPA/Project No.</p> <p>Contents: Item</p> <p>Country of destination</p>	<p>Supplier name</p> <p>Lot/Batch/Serial numbers [Delete if not Relevant]</p> <p>Case / Carton number</p> <p>Manufacturing Date [Delete if not Relevant]</p> <p>Expiry date (Based on the earliest expiry date of the product in the case/carton)</p> <p>Weight</p>
--	---

Special storage conditions, if any, shall be specified on the cartons and all shipping documents.



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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.



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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



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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.



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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]



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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



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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]**



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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]**



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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]



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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.



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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



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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.



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43. ZERO TOLERANCE POLICY ON GIFTS AND HOSPITALITY

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

44. VENDOR ELIGIBILITY

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

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

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

- (1) Vendors suspended or removed by the United Nations Procurement Division:
UNFPA subscribes to the suspended or removed vendor list of the United Nations Procurement Division. Vendors that have been suspended or removed by the United Nations Procurement Division are ineligible to do business with UNFPA.

- (2) Vendors declared ineligible by other organizations of the United Nations:
UNFPA adheres to decisions made by other organizations of the United Nations on the ineligibility of vendors for business with that organization of the United Nations if such ineligibility has been disclosed in UNGM. Vendors that have been declared ineligible for business by another organization of the United Nations are ineligible to do business with UNFPA.

- (3) 1267 list:



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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.



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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:



United Nations Population Fund (UNFPA)
Bldg. No. 10, Fatmeh Idriss Lane Al-Ghazzawi St.
West Villas, Mezzeh
Damascus, Syria
Tel: +963- 6121659 /6113764
Fax: +963 11 611-3783
Website: www.unfpa.org

- 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**

ANNEX 2: TERMS OF REFERENCE (TOR)
