



United Nations Population Fund  
 Asia and the Pacific Regional Office in Bangkok  
 4<sup>th</sup> Floor, UN Service Building, Rajdamnern Nok Avenue  
 Bangkok 10200, Thailand  
 Email [kiatniyomrung@unfpa.org](mailto:kiatniyomrung@unfpa.org)  
 Website: <https://asiapacific.unfpa.org/en>

Date: 11<sup>th</sup> March 2026

**REQUEST FOR QUOTATION**  
**RFQ N°: UNFPA/BKK/RFQ/26/001**

Dear Sir/Madam,

UNFPA hereby solicits a quotation for the following service:

**The Provision of Organizational Structuring Review and Assessment  
 United Nations Population Fund Asia and Pacific Region (UNFPA APRO)**

**I. About UNFPA**

UNFPA, the United Nations Population Fund (UNFPA), is an international development agency that works to deliver a world where every pregnancy is wanted, every child birth is safe and every young person’s potential is fulfilled.

UNFPA is the lead UN agency that expands the possibilities for women and young people to lead healthy sexual and reproductive lives. To read more about UNFPA, please go to: [UNFPA about us](#)

**II. Service Requirements/Terms of Reference (ToR)**

United Nations Population Fund Asia and Pacific Regional Office (UNFPA APRO) is looking for qualified service provider for providing ‘*Organizational Structuring Review and Assessment United Nations Population Fund Asia & the Pacific Region (UNFPA APRO)*’.

The selected bidder is expected to sign a Contract for Professional Service Contract (De Minimis Service) with UNFPA APRO to provide the mentioned service.

Detail of the Service Requirements/Terms of Reference can be found in the **ANNEX II**

**III. Questions**

Questions or requests for further clarifications should be submitted in writing to the contact person below:

Name of contact person at UNFPA:	<i>Ms. Jarintorn Kiatniyomrung</i>
Tel N°:	+66 2 6870159
Email address of contact person:	<a href="mailto:kiatniyomrung@unfpa.org">kiatniyomrung@unfpa.org</a>

The deadline for submission of questions is Tuesday 17<sup>th</sup> March 2026 at 17:00 Bangkok time<sup>1</sup>. Questions will be answered in writing and shared with all parties as soon as possible after this deadline.

**IV. Eligible Bidders**



11-Mar-2026

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



This Request for Quotation is open to all eligible bidders; to be considered an eligible bidder for this solicitation process you must comply with the following:

- A bidder must be a legally-constituted company that can provide the requested services have legal capacity to enter into a contract with UNFPA to perform in the country, or through an authorized representative.
- A bidder must not have a conflict of interest regarding the solicitation process or with the TORs / Technical Specifications. Bidders found to have a conflict of interest shall be disqualified.
- At the time of Bid submission, the bidder, including any JV/Consortium members, is not under procurement prohibitions derived from the [Compendium of United Nations Security Council Sanctions Lists](#) and has not been suspended, debarred, sanctioned or otherwise identified as ineligible by any [UN Organization](#) or the [World Bank Group](#).
- Bidders must adhere to the UN Supplier Code of Conduct, which may be found by clicking on [UN Supplier Code of Conduct](#).

#### V. Content of quotations

Quotations should be submitted via a TWO-envelope system. Interested Bidders are requested to submit their Technical Bid & Declaration Form **separately** from their Financial Bid containing the price information. Each envelope shall consist of a single email whenever possible, depending on file size.

a) Technical proposal, in response to the requirements outlined in the service requirements / TORs.

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

1. Brief description of the firm and the firm's qualifications: providing information that will facilitate our evaluation of your firm/institution's substantive reliability, such as catalogues of the firm and financial and managerial capacity to provide the services, summary of corporate structure and area of specialization, location of offices, detail experience with accreditations, number and type of employees. In particular, any prior experience in working on '*Organizational Structuring Review*' would be helpful to note.
2. Your firms' understanding of the requirements for services and the objective of this project, including assumptions: Include any assumptions as well as comments on the data, support services and facilities to be provided as indicated in the TOR or as you may otherwise believe to be necessary.
3. Proposed Approach, Methodology, Timing and Outputs: any comments or suggestions on the TOR, as well as your detailed description of the manner in which your firm/institution would respond to the TOR. You should include the number of person hours/days in each specialization that you consider necessary to carry out all work required.
4. Proposed Team Structure: The composition of the team that you would propose to provide to the assignment, and the work tasks (including supervisory) which would be assigned to each.

11-Mar-2026

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2 of 30



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An organogram/organization chart illustrating the reporting lines, together with a description of such organization of the team structure, should support your Bid.

5. Proposed Project Team Members: attach the curriculum vitae of the senior professional member of the team and members of the proposed team.
  6. Detailed description of your proposed deliverables including the step by step breakdown of how you will approach each deliverable, what considerations will you have, any risks you foresee in meeting the deliverables within the timeline and what support will be needed from UNFPA APRO
  7. Tentative project timeline plan (Gantt chart) showing the required resources and support from your firm as well as from UNFPA (who will do what and when).
  8. UNFPA requests Bidders to submit information on environmental and social policies and any related documentation in their Bid.
  9. The record of previous experience or related assignments that are similar to this assignment.
  10. Copies of current certificates such as company registration certificate, VAT/Tax Registration Certificate, etc.
- b) Signed Declaration Form, to be submitted strictly in accordance with the document.
- c) Price quotation, to be submitted strictly in accordance with the price quotation form.

All parts of the quotation must be signed by the bidding company's relevant authority and submitted in PDF format.

## VI. Instructions for submission

- a) Proposals should be prepared based on the guidelines set forth in Section IV above, along with a properly filled out and signed Declaration Form and the price quotation form, and are to be sent by email to email address for bid submission at [apro-procurement@unfpa.org](mailto:apro-procurement@unfpa.org) no later than **Tuesday 24<sup>th</sup> March 2026 at 17:00 hours, Bangkok Time<sup>2</sup>**.

Please note the following guidelines for electronic submissions:

- The following reference must be included in the email subject line: **RFQ N° UNFPA/BKK/RFQ/26/001 - [Company name]**. Proposals, including both technical and financial proposals, that do not contain the correct email subject line may be overlooked by the procurement officer and therefore not considered.
- The total email size may not exceed **25 MB (including email body, encoded attachments and headers)**. Where the technical details are in large electronic files, it is recommended that these be sent separately before the deadline.

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

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- Any quotation submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of any quotation by UNFPA. UNFPA is under no obligation to award a contract to any bidder as a result of this RFQ.

**VII. Overview of Evaluation Process**

Quotations will be evaluated based on the technical proposal and the total cost of the services (price quote).

The evaluation will be carried out in a two-step process by an ad-hoc evaluation panel. Technical proposals will be evaluated for technical compliance prior to the comparison of price quotes.

The technical proposal will be evaluated as the below criteria.

**Technical Evaluation**

Technical proposals will be evaluated based on their responsiveness to the service requirements /TORs listed in Section II and in accordance with the evaluation criteria below.

Criteria	(A) Maximum Points	(B) Points attained by bidders	(C) Weight (%)	(B) X (C)= (D) Total points
Company profile	100  <ul style="list-style-type: none"> <li>Organizational background and core mandate.</li> <li>Years of operation and institutional maturity</li> <li>Scale and operational capacity</li> <li>Global / regional presence</li> <li>Quality assurance systems</li> <li>Reputation and partnerships</li> </ul>		10%	
Technical approach and methodology – understanding of the nature and scope of work	100  <ul style="list-style-type: none"> <li>Understanding of the assignment</li> <li>Analytical framework</li> <li>Methodological rigor</li> <li>Stakeholder engagement approach</li> <li>Data collection and analysis methods</li> <li>Innovation and value addition</li> <li>Alignment with international standards</li> </ul>		30%	

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Implementation (work) plan and management plan	100		25%	
	<ul style="list-style-type: none"> <li>• Clarity of phases and deliverables</li> <li>• Timeline realism</li> <li>• Milestones and outputs</li> <li>• Resource allocation</li> <li>• Project governance</li> <li>• Risk management</li> <li>• Communication plan</li> </ul>			
Key Requirements for the provision of services processes	100		10%	
	<ul style="list-style-type: none"> <li>• Quality assurance and review mechanisms</li> <li>• Knowledge management</li> <li>• Collaboration with the client</li> <li>• Confidentiality and ethical considerations</li> <li>• Flexibility and responsiveness</li> <li>• Capacity building / knowledge transfer</li> </ul>			
Specific experience and expertise relevant to the assignment	100		25%	
	<ul style="list-style-type: none"> <li>• Previous similar assignments</li> <li>• Experience with international organizations or public sector institutions</li> <li>• Sector-specific experience</li> <li>• Technical expertise areas</li> <li>• Evidence of impact</li> <li>• Client references</li> </ul>			
<b>Grand Total for all criterion</b>	<b>500</b>		<b>100%</b>	

The following scoring scale will be used to ensure objective evaluation:

Degree to which the Terms of Reference requirements are met based on evidence included in the Bid submitted	Points out of 100
Significantly exceeds the requirements	90 – 100
Exceeds the requirements	80 – 89





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Meets the requirements	70 – 79
Partially meets the requirements	1 – 69
Does not meet the requirements or no information provided to assess compliance with the requirements	0

**Financial Evaluation**

Price quotes will be evaluated only for bidders whose technical proposals achieve a minimum score of 70 points in the technical evaluation.

Price quotes will be evaluated based on their responsiveness to the price quote form. The maximum number of points for the price quote is 100, which will be allocated to the lowest total price provided in the quotation. All other price quotes will receive points in inverse proportion according to the following formula:

$$\text{Financial score} = \frac{\text{Lowest quote (\$)}}{\text{Quote being scored (\$)}} \times 100 \text{ (Maximum score)}$$

**Total score**

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

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

**VIII. Award Criteria**

In case of a satisfactory result from the evaluation process, UNFPA intends to award a Professional Service Contract on a fixed-cost basis to the Bidder that obtains the highest total combined score.

**IX. Right to Vary Requirements at Time of Award**

UNFPA reserves the right at the time of award of contract to increase or decrease, by up to 20%, the volume of services specified in this RFQ without any change in unit prices or other terms and conditions.

**X. Payment Terms**

UNFPA payment terms are net 30 days upon receipt of invoice and delivery/acceptance of the milestone deliverables linked to payment as specified in the contract.

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 [Signature]



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## **XI. Fraud and Corruption**

UNFPA is committed to preventing, identifying, and addressing all acts of fraud against UNFPA, as well as against third parties involved in UNFPA activities. UNFPA's Policy regarding fraud and corruption is available here: [Fraud Policy](#). Submission of a proposal implies that the Bidder is aware of this policy.

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

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

## **XII. Zero Tolerance**

UNFPA has adopted a zero-tolerance policy on gifts and hospitality. Suppliers are therefore requested not to send gifts or offer hospitality to UNFPA personnel. Further details on this policy are available here: [Zero Tolerance Policy](#).

## **XIII. RFQ Protest**

Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a contract may submit a complaint to the UNFPA Head of the Business Unit Mr. Aleksandar Sasha Bodiroza, Regional Director, a.i. of UNFPA Asia and the Pacific Regional Office at [bodiroza@unfpa.org](mailto:bodiroza@unfpa.org). Should the supplier be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the supplier may contact the Chief, Supply Chain Management Unit at [procurement@unfpa.org](mailto:procurement@unfpa.org).

## **XIV. Disclaimer**

Should any of the links in this RFQ document be unavailable or inaccessible for any reason, bidders can contact the Procurement Officer in charge of the procurement to request for them to share a PDF version of such document(s).

## **XV. Personal Data Protection**

In addition to the publishing of the contract award in accordance with the UNFPA Procurement Procedures as from time to time updated or modified by UNFPA, available at:

<https://www.unfpa.org/resources/procurement-procedures> (or such other URL as UNFPA may from time to time decide) as reflected in this document, the proposer acknowledges and agrees that UNFPA may process, collect, use, store, transfer and publish ("process") the proposer's information and data relating to, or in connection with this solicitation exercise (the "Information") for purposes of evaluating all offers



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received in response to the solicitation exercise, including the subsequent contracting (the “Specified Purposes”).

UNFPA will not process the proposer’s Information in a form that could identify an individual (“Personal Data”) except to the extent necessary to achieve the Specified Purposes. UNFPA will process Personal Data in accordance with the UN Personal Data Protection and Privacy Principles adopted by the United Nations on 11 October 2018, available at:

[https://archives.un.org/sites/archives.un.org/files/\\_un-principles-on-personal-data-protection-privacy-hlcm-2018.pdf](https://archives.un.org/sites/archives.un.org/files/_un-principles-on-personal-data-protection-privacy-hlcm-2018.pdf) (or such other URL as the United Nations may from time to time decide), the UNFPA Policy and Procedures on Personal Data Protection (the “UNFPA DP Policy”) as from time to time updated or modified by UNFPA, available at

<https://www.unfpa.org/admin-resource/unfpa-policy-and-procedures-personal-data-protection> (or such other URL as UNFPA may from time to time decide) and any guidance notes, guidelines, procedures, directives or other documentation issued by UNFPA pursuant to or in connection with the UNFPA DP Policy. The proposer will comply with the applicable data protection laws to which the proposer is subject in the processing of personal data and will ensure an adequate level of personal data protection essentially equivalent to the standard reflected in the UNFPA DP Policy.

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11-Mar-2026

8 of 30



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**PRICE QUOTATION FORM**  
**RFQ N° UNFPA/BKK/RFQ/26/001 – The Provision of Organizational Structuring Review and Assessment United Nations Population Fund Asia and Pacific Region (UNFPA APRO)**

<b>Name of Bidder:</b>	XXXXX
<b>Date of the quotation:</b>	Click here to enter a date.
<b>Request for quotation N°:</b>	UNFPA/BKK/RFQ/26/001
<b>Currency of quotation:</b>	<ul style="list-style-type: none"> <li>• Thai Baht (THB) for companies registered under the laws of the Kingdom of Thailand</li> <li>• US dollars (USD) or any other convertible currency for companies registered outside the Kingdom of Thailand</li> </ul>
<b>Validity of quotation: Please identify</b> <i>(The quotation shall be valid for a period of at least 3 months after the submission deadline.)</i>	

- Quoted rates must be **exclusive of all taxes**, since UNFPA is exempt from taxes.

**The contract value will be the sum of the Total Profession Fee and Travel cost**

**Professional Fee**

Item	Description	Number & Description of Staff by Level	Daily Rate	Days to be Committed	Total
1. Professional Fees					
1.1	<p><b>Deliverables No.1:</b> An Inception Report – outlining methodology, work plan, and key deliverables.</p> <p><b>Deliverables No. 2:</b> A comprehensive report detailing the findings of the Country Offices HR capacity review</p> <p><b>Deliverable No. 3:</b> A proposed design for the CO clustering beyond management functions: two clusters</p> <p><b>Deliverables No. 4:</b> Based on the findings mentioned on point (2) above, a well-structured business model with a clear rationale for clustering specific technical functions, along with the required technical expertise, competencies and skillset.</p> <p><b>Deliverable No. 5:</b> Organizational structuring proposals – under a</p>				

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	UNFPA specific HR realignment format and with the required financial analysis – based on the best possible structuring scenario, as deemed expedient by the RO senior management and in line with the findings mentioned on point (2) above <b>Deliverable No. 6:</b> A change management plan – with actionable steps, timelines, communication strategies, risk management protocols and key performance indicators – for the implementation of all proposed organizational designs and changes				
<b>SUM OF PROFESSIONAL FEE FOR ITEM 1 TO 6:</b> Currency for the submission: <ul style="list-style-type: none"> <li>• Thai Baht (THB) for companies registered under the laws of the Kingdom of Thailand</li> <li>• US dollars (USD) or any other convertible currency for companies registered outside the Kingdom of Thailand</li> </ul>					

<p><b>2. SUMMARY OF TRAVEL COST</b>                  Note: <i>*all inclusive, include but not limited to ticket cost, out of pocket cost, other cost</i></p> <p>Currency for the submission:</p> <ul style="list-style-type: none"> <li>• Thai Baht (THB) for companies registered under the laws of the Kingdom of Thailand</li> <li>• US dollars (USD) or any other convertible currency for companies registered outside the Kingdom of Thailand</li> </ul>
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**Detail cost for travel by country**

2.1 Travel Lumpsum Costs for Bangkok, Thailand (not applicable for bidders residing in Bangkok, Thailand)					
Item	Description	Unit Price	Quantity	Total Cost	Remark
2.1.1	Air ticket				
2.1.2	Accommodation and meals				
2.1.3	Other cost, if any				
<b>TOTAL</b>					





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2.2 Travel Lumpsum Costs for Phnom Penh, Cambodia					
Item	Description	Unit Price	Quantity	Total Cost	Remark
2.1.1	Air ticket				
2.1.2	Accommodation and meals				
2.1.3	Other cost, if any				
<b>TOTAL</b>					

2.3 Travel Lumpsum Costs for Hanoi, Viet Nam					
Item	Description	Unit Price	Quantity	Total Cost	Remark
2.1.1	Air ticket				
2.1.2	Accommodation and meals				
2.1.3	Other cost, if any				
<b>TOTAL</b>					

2.4 Travel Lumpsum Costs for Vientiane, Laos					
Item	Description	Unit Price	Quantity	Total Cost	Remark
2.1.1	Air ticket				
2.1.2	Accommodation and meals				
2.1.3	Other cost, if any				
<b>TOTAL</b>					

2.5 Travel Lumpsum Costs for Beijing, China,					
Item	Description	Unit Price	Quantity	Total Cost	Remark
2.1.1	Air ticket				
2.1.2	Accommodation and meals				
2.1.3	Other cost, if any				
<b>TOTAL</b>					

11-Mar-2026



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2.5 Travel Lumpsum Costs for Ulaanbaatar, Mongolia					
Item	Description	Unit Price	Quantity	Total Cost	Remark
2.1.1	Air ticket				
2.1.2	Accommodation and meals				
2.1.3	Other cost, if any				
<b>TOTAL</b>					

*Vendor's Comments:*

I hereby certify that the company mentioned above, which I am duly authorized to sign for, has reviewed **RFQ N° UNFPA/BKK/RFQ/26/001** including all annexes, amendments to the RFQ document (if applicable) and the responses provided by UNFPA on clarification questions from the prospective service providers. Further, the company accepts the General Conditions of Contract for UNFPA and we will abide by this quotation until it expires.

	Click here to enter a date.	
Name and title	Date and place	

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**DECLARATION FROM  
 RFQ N° UNFPA/BKK/RFQ/26/001 – The Provision of Organizational Structuring Review and  
 Assessment United Nations Population Fund Asia & the Pacific Region (UNFPA APRO)**

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

1.	The Company and its Management <sup>3</sup> have not been found guilty pursuant to a final judgement or a final administrative decision of any of the following:	YES	NO
	a. Fraud;	<input type="checkbox"/>	<input type="checkbox"/>
	b. Corruption;	<input type="checkbox"/>	<input type="checkbox"/>
	c. conduct related to a criminal organization;	<input type="checkbox"/>	<input type="checkbox"/>
	d. money laundering or terrorist financing;	<input type="checkbox"/>	<input type="checkbox"/>
	e. terrorist offences or offences linked to terrorist activities;	<input type="checkbox"/>	<input type="checkbox"/>
	f. sexual exploitation and abuse;	<input type="checkbox"/>	<input type="checkbox"/>
	g. child labour, forced labour, human trafficking; or	<input type="checkbox"/>	<input type="checkbox"/>
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Organization or its Management).	<input type="checkbox"/>	<input type="checkbox"/>
2.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct.	<input type="checkbox"/>	<input type="checkbox"/>

<sup>3</sup> "Management" means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and all other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders.





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

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


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

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

Signature:

Date:

\_\_\_\_\_  
 \_\_\_\_\_

 <sup>DS</sup> 11-Mar-2026



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Website: <https://asiapacific.unfpa.org/en>

Name and Title:

Name of the Company:

UNGM N°:

Postal Address:

Email:

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11-Mar-2026



United Nations Population Fund  
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**ANNEX I:  
General Conditions of Contracts:  
De Minimis Contracts**

This Request for Quotation is subject to UNFPA's General Conditions of Contract: De Minimis Contracts, which are available in: [English](#), [Spanish](#) and [French](#)

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11-Mar-2026

16 of 30



## ANNEX II

### Terms of Reference (TOR)

#### RFQ N° UNFPA/BKK/RFQ/26/001 – The Provision of Organizational Structuring Review and Assessment United Nations Population Fund Asia & the Pacific Region (UNFPA APRO)

##### I. Background and Rationale:

The Executive Board approved the UNFPA Strategic Plan and Integrated Budget for 2026–2029 during its Second Regular Session in August 2025. This new Strategic Plan that has now entered its operationalization phase, is the third in a series that has guided UNFPA's work through the SDG era. It reaffirms our steadfast commitment to the three transformative results: zero unmet need for family planning, zero preventable maternal deaths, and zero gender-based violence and harmful practices. And it introduces a critically important fourth outcome (interconnected with the others) focused on population dynamics and demographic change, recognizing our role and responsibility as the custodian of the wider ICPD. This new outcome reflects the growing recognition that understanding and addressing population dynamics in all their complexity (including fertility, ageing, urbanization, migration) is essential to realizing sexual and reproductive health and rights, and to shaping inclusive, equitable, and sustainable development.

The other addition of critical importance for UNFPA's future is a new output on leveraging sustainable financing and investment. This output explicitly recognizes that the achievement of the SDGs, and of our Strategic Plan outcomes, depends not only on our own operational excellence, but also on our ability to ensure that sufficient resources and investment are directed toward these priorities, including in national budgets of programme governments. By positioning UNFPA as a catalyst, we are strengthening our role in mobilizing the financing and partnerships that will make rights and choices for all, a reality at scale.

Five other important elements distinguish this new Strategic Plan:

- A reaffirmation of UNFPA's mandate and normative leadership at a time of global pushback on gender equality and rights.
- Stronger integration of humanitarian action across all outcomes and outputs.
- A sharper focus on adolescents and youth, across all four outcomes and all six outputs, as central drivers of change.
- An adaptive, emergent theory of change that recognizes the uncertainties of our operating environment and the criticality of local context; and
- a set of five business model principles that will guide how we work as much as what we deliver and will require us to be increasingly: accountable; outward-looking; integrated; knowledge-based; and, agile and flexible.

Alongside the development of the Strategic Plan, UNFPA also formulated the Integrated Budget for 2026–2029 during a period of unprecedented uncertainty. This uncertainty stems from a rapidly changing geopolitical landscape, financial instability, UN80-driven transformations, and a humanitarian reset within the UN system. After years of sustained growth and consistently exceeding fundraising targets, we are now projecting declines in both core and non-core funding in the next cycle. While this change was anticipated, and UNFPA proactively conducted adverse scenario planning starting in 2024 to enhance preparedness, the reality of where things are and where they may head are sobering. UNFPA continues to review



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projections and adjust income estimates to maintain a conservative and prudent approach. In designing an adaptive Integrated Budget to support the Strategic Plan, UNFPA prioritized protecting programme funding as much as possible, particularly at the field level where UNFPA's impact is most direct and tangible. Budgets for key corporate functions were reduced, while ensuring the robustness of UNFPA's fiduciary and oversight functions.

In such a context, and in order to be able to deliver on the ambition of the Strategic Plan, a number of reviews and initiatives have been conducted internally, to identify savings and efficiencies across all levels, functions and cost categories. Moreover, acknowledging a pressing need for greater coherence and coordination across the organization's programming functions to respond more effectively to today's complex global challenges and ensure that global, regional and country-level delivery of UNFPA programming is impactful, the organization has been examining how programming roles at Headquarter (HQ), Regional Offices (ROs) and Country Offices (COs) can be fully leveraged with the right structures, processes and configuration in a more intentional and integrated way that best serves the implementation of the Strategic Plan. It is within the aforementioned broad and corporate wide adverse revenue scenario planning exercise that the UNFPA Resource Management Committee (RMC) reviewed and approved a set of initiatives and organizational structuring changes proposed by APRO and focused on the clustering of management functions for two groups of Country Offices:

- Cluster 1: Cambodia, Viet Nam and Laos.
- Cluster 2: China, Mongolia and Democratic People's Republic of Korea (DPRK).

Against this backdrop, and considering the strategic shifts in programming, approved budget reductions for the 2026–2029 period as well as individual Country Programme needs, that APRO is engaging in a strategic change management exercise that will result with an updated Business Model that is fit for the future and builds on strengths and challenges inherent to the given clustered country offices and capitalizes on every possible opportunities while navigating national and sub-regional complexities, including geopolitical instability, shrinking civil society space, push back on human rights and demographic changes.

## II. Objectives of the assignment:

The overarching objective of the consultancy service is to review the approved clustering, as well as organizational structures and staffing composition (profiles, competencies and skillsets) of the clustered country offices, in order to (i) develop and propose a business model for the operationalization of the clustering, including viable strengthening and expansion of the cluster approach across technical and operation support functions – in line with the intended objective of the clustering, e.g.: establish nimble and agile structures that maximizes opportunities for efficiencies, sharing of capacity and resources, and effective delivery of programmes; and (ii) ensure that Country Office structures are fit-for-purpose and aligned with the needs of their respective Country Programmes.

The expectation is that the assignment also considers the difficult funding environment and integrates approaches that are novel and creative in the context of new and cutting-edge strategy and foresight.

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18 of 30



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### III. Scope of Work:

The exercise will be carried out by organizational Design and Change Management experts who will be tasked with undertaking the necessary reviews and assessment for the development of fit-for purpose business model and organizational structures for the clustered Country Offices in the Asia and the Pacific region.

### Methodology:

The exercise will consist of a combination of home-based work and potential in-person missions to the region to conduct reviews of documents, meetings and interviews with various stakeholders including staff and key counterparts.

In addition, pre-mission teleconferences will be organized between the selected organization and the Regional Office Senior Management to provide any necessary clarifications on the Terms of reference of the assignment, ensuring the same understanding of the work to be done and the expected deliverables.

The Regional Director may establish, on a needs basis, internal reference groups made up of senior UNFPA colleagues to serve as an advisory body and a sounding board for the options suggested by the contractor.

### Tasks to be performed:

To achieve the main objective of the assignment, the following tasks should be performed, inter alia:

- Conduct preparatory exercise through desk-top analysis of documents.
- Conduct interviews and meet with all relevant parties and stakeholders.
- Analyse and assess the local context in the concerned countries.
- Compare existing and required skills, knowledge, abilities and talent to successfully operate and deliver on the results as foreseen in the respective Country Programmes.
- Proposed a design (roles, locations and reporting lines) for the new organizational structures, considering the context in the given Country Offices as well as specific programmatic, management and leadership needs.
- Analyse the financial feasibility of any suggested HR arrangement options, considering the current funding landscape and outlook.
- Come up with actionable recommendations to optimize HR deployment, along with their costing and associated benefits and potential risks and mitigation measures.
- Take stock of UNFPA internal review (by the Regional Office senior management and any internal Reference Group) of the proposed arrangements/options and finalize the organizational structuring proposals to be submitted to the UNFPA Resource Management Committee (RMC) for approval.

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**IV. Inputs:**


- **Contribution from UNFPA:** UNFPA APRO will provide access to relevant background documents, contacts for consultations, and UNFPA technical inputs.

**Documentation to be provided by UNFPA**

- UNFPA Strategic Plan (2026–2029)
  - Current COs organizational charts and staffing tables
  - CO staff job descriptions
  - Country Programme Documents (CPDs)
  - Resource allocation (budget) breakdown
  - Country Programme Evaluation reports, upon request
  - Relevant HR policies and procedures
  - UNFPA Templates for HR realignment
  - Other relevant documents, on need basis and upon request
- **Contribution from the service provider:** The service provider will provide their expertise and dedicated time to fulfill all tasks as outlined in the scope of work.

**V. Outputs/Deliverables and Timing**

The assignment is expected to last three months during the tentative of May - July 2026. The service provider will work remotely (home-based), with potential travel to the region (Thailand and/or clustered countries), based on the workplan included in the inception report and upon approval by the RO senior management.

Deliverables	Timing
1. An Inception Report – outlining methodology, work plan, and key deliverables.	Within 1 week from the contract award
2. A comprehensive report detailing the findings of the Country Offices HR capacity review containing: <ul style="list-style-type: none"> <li>● A thorough assessment of the work demand and work process in terms of composition, capacity and capability in relation to the UNFPA Strategic Plan and the Country Programme Documents (CPDs) of the concerned offices: structure, demand and requirements versus roles, supply and proficiency.</li> <li>● Assessment of the individual Country Office structures within the clusters, their staffing and skillsets and competencies.</li> <li>● Identification and highlight of gaps, misalignment and future areas of</li> </ul>	Within 6 weeks from the contract award   11-Mar-2026



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<p>workforce considerations.</p> <ul style="list-style-type: none"> <li>• Recommendations for addressing any identified gaps and misalignment in order to achieve (i) a sustainable and agile structure, with (ii) the right staffing mix, (iii) the right skill mix and (iv) adequate work standard and adaptability, in light of the local contexts, funding and existing corporate practices, policies and procedures.</li> <li>• Financial and organizational structuring scenario analysis and planning.</li> <li>• A draft detailed proposed organizational chart for the Country Offices within each cluster, including reporting line, function/title, level, funding source.</li> </ul>	
<p>3. A <b>proposed design for the CO clustering beyond management functions:</b> two clusters.</p>	<p>Within 6 weeks from the contract award</p>
<p>4. Based on the findings mentioned on point (2) above, a <b>well-structured business model with a clear rationale for clustering specific technical functions</b>, along with the required technical expertise.</p>	<p>Within 6 weeks from the contract award</p>
<p>5. <b>Organizational structuring proposals</b> – under a UNFPA specific HR realignment format and with the required financial analysis – based on the best possible structuring scenario, as deemed expedient by the RO senior management and in line with the findings mentioned on point (2) above.</p>	<p>Within 10 weeks from the contract award</p>
<p>6. A <b>change management plan</b> – with actionable steps, timelines, communication strategies, risk management protocols and key performance indicators – for the implementation of all proposed organizational designs and changes.</p>	<p>Within 12 weeks from the contract award</p>

**Reporting Line and Management:**

The service provider will work under direct supervision of the Regional Director a.i., the service provider will work closely with the Programme Adviser, the Senior HR Business Partner, Representatives in country offices, as well as relevant staff in the regional office.

**VI. Company profile**

At a minimum, the contractor should have a track record and demonstrated expertise directly related to organizational restructuring, organizational development and institutional reform.

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## **Key Requirements for the provision of services**

### 1. Strength and diversity of relevant portfolios on similar content/topics

In their technical proposal, the service providers must detail how they envision the campaign, provide relevant examples from previous projects and detail how their past expertise and experience will be appropriate to fulfill the requirements of this project.

### 2. Adequate human resources availability and company profile

In their technical proposals, the contractor shall detail the human resources required to lead and support all aspects of the project - from conceptualization to development and execution. In addition, in their Company's profile, the service providers should provide:

- A brief profile of the service provider
- Location of offices
- Summary of corporate structure and area of specialization including company registration certificate
- Detail Experience with accreditations
- CVs or portfolio on the staff assigned to the project. Roles, responsibilities and reporting lines of all staff as well as those expected from UNFPA.
- Ownership of any relevant software and equipment required to fulfill the tasks under this project proposal.

## **Minimum Qualification and Experience requirements for staff assigned to the project:**

- Advanced university degree (Master's or PhD) in Organizational Development, Human Resources Management, Public Administration, Business Administration, or a related field.
- For the project lead, Minimum of 10 years of relevant experience in change management, organizational structuring, workforce planning, and HR strategy development, preferably within the UN system or international organizations.
- For the project team members, Minimum of 5 years of relevant experience in change management, organizational structuring, workforce planning, and HR strategy development, preferably within the UN system or international organizations.
- Proven track record in conducting organizational reviews and designing staffing models for efficiency and effectiveness.
- Strong analytical skills and the ability to identify and address complex organizational challenges.
- Excellent written and verbal communication skills in English.
- Experience working with UN agencies or other international organizations is desirable.

## **VI. Copyright**

Copyrights of the final product shall be the property of UNFPA. UNFPA shall provide the service provider



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with logos, texts, photos, and any other material in an adequate format, as required by the assignment. The service provider shall not use UNFPA's logo or any other material supplied by UNFPA for any purposes outside the scope of the assignment and contract.

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11-Mar-2026



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## ANNEX III

### De minimis Services Contract

between the

United Nations Population Fund

and

**[full name of Contractor]**

This Contract is entered into between the United Nations Population Fund, a subsidiary organ of the General Assembly of the United Nations (“UN”) in terms of Article 22 of the UN Charter, with its Headquarters at 605 Third Avenue, New York, NY 10158, USA (“UNFPA”) and [full name of Contractor], a [corporate nature of entity] organized under the laws of [jurisdiction], (“Contractor”). In consideration of the promises contained in this Contract and subject to the UNFPA General Conditions of Contract: De Minimis Contracts, hereby incorporated into this Contract and attached as Annex A (“UNFPA General Conditions”), the Parties agree as follows:

#### Article 1 Contract Term

This Contract shall enter into force on the date of the last signature affixed by the Parties (the “Commencement Date”) and shall remain in force for [enter number of years] years, starting from the Commencement Date, unless extended or terminated in accordance with this Contract (“Contract Term”).

#### Article 2 Services

The Contractor shall perform services (“Services”) and work product as well as other output of the Services required to be delivered by the Contractor as part of the Services (“Deliverables”), as specified in the Terms of reference attached as Annex B and hereby incorporated into this Contract (“TOR”).

#### Article 3 Payment and Fee

1. In full consideration for the complete, satisfactory and timely performance of the Services under this Contract, UNFPA shall pay the Contractor the fee of [enter currency & amount in figures and in words] (“Fee”).

1. The Fee will be paid to the Contractor according to the following payment schedule:

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11-Mar-2026

24 of 30



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Payment Due Date	Payment Amount

- The Fee shall be inclusive of all applicable cost of material, professional charges, allowances, travel related costs and any other miscellaneous expenses applicable.
- Payments effected by UNFPA to the Contractor shall not be deemed to relieve the Contractor of its obligations under this Contract nor as an acceptance of UNFPA of the Contractor's performance of the Services.
- UNFPA shall make payments to the Contractor under this Contract in accordance with the payment due dates as indicated in Article 3.2 above against the Contractor's invoice(s) and complete set of supporting documentation where applicable. Payment by UNFPA shall be made to the Contractor's following bank account:

Account name:	
Bank Address:	
Acct Number:	
ABA Number:	
BIC (Swift address):	

- All payments of UNFPA shall be subject to satisfactory and timely completion of the Deliverables stipulated under Article 2 of this Contract and acceptance by UNFPA of the Deliverables and invoice(s) submitted by the Contractor.

**Article 4  
 Special Conditions**

The Special Conditions, if any, specified below will apply to this Contract. These Special Conditions will not apply to any other Contract or contractual relationship between the Parties unless expressly agreed to in writing.

*Note to UNFPA user: Any special conditions, such as deviations to the UNFPA General Conditions, will have to be agreed to in consultation with SCMU who will consult relevant UNFPA offices, including the Legal Unit as required.*

**Article 5  
 Review; Improper Performance**

11-Mar-2026



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1. UNFPA reserves the right to review and inspect (including through the performance of tests, as appropriate) all Services performed and Deliverables provided by the Contractor under this Contract. The Contractor shall cooperate with all such reviews by UNFPA at the Contractor's sole cost and will provide relevant information as reasonably requested by UNFPA. Neither the evaluation of the Services or Deliverables, nor omission to undertake any such evaluation, will relieve the Contractor of any of its warranty or other obligations under the Contract.

2. If the Services performed or Deliverables provided by the Contractor do not conform to the requirements of this Contract or are delivered late or incomplete, without prejudice to any of its other rights and remedies, UNFPA can, at its option:

(a) by written notice, require the Contractor, at the Contractor's expense, to remedy its performance, including any deficiencies in the Services or Deliverables, to UNFPA's satisfaction within thirty (30) calendar days after receipt of UNFPA's notice (or within such shorter period as UNFPA may determine, in its sole discretion, is necessary as specified in the notice); or

(b) require the Contractor to refund all payments (if any) made by UNFPA in respect of such non-conforming or incomplete performance; or

(c) procure all or part of the Services and/or Deliverables from other sources, and require the Contractor to pay UNFPA for any additional cost beyond the balance of the Fee for such Services and Deliverables; and/or

(d) give written notice to terminate the Contract for cause, in accordance with paragraph 1 of Article 17 (Termination) of the UNFPA General Conditions.

3. No grant of time to the Contractor to cure a default under the Contract, nor any delay or failure by UNFPA to exercise any other right or remedy available to UNFPA under the Contract, will be deemed to prejudice any rights or remedies available to UNFPA under the Contract. In addition, the Contractor expressly acknowledges that if UNFPA takes delivery of Services or Deliverables that have been delivered late or otherwise not in full compliance with the requirements of the Contract, this does not constitute a waiver of UNFPA's rights in respect of such late or non-compliant performance.

## **Article 6 Security**

1. The Contractor shall be fully responsible for the safety and security of its officials, employees, agents, servants, individual contractors, other representatives (collectively, the Contractor's "Personnel") and subcontractors as well as for the safekeeping of all assets, equipment and supplies in the custody of the Contractor, its Personnel or subcontractors.

2. The Contractor shall:

(a) Put in place and maintain its own security plan, taking into account the security situation in the country where the Services are being provided; and

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11-Mar-2026

26 of 30



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(b) Assume all risks and liabilities related to the Contractor's security, assets entrusted to it by UNFPA and the full implementation of the Contractor's own security plan.

**Article 7  
Eligibility**

1. During the Contract Term, the Contractor shall provide prompt written notice to UNFPA if:
  - (a) it is subject to any sanction (such as debarment, suspension or removal, whether temporary or permanent) imposed by any organization, entity or agency of the United Nations or by any organization within the World Bank group; or
  - (b) if any of the confirmations stipulated in the Eligibility Declaration (ANNEX C) are no longer met.
2. UNFPA may terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind if the Contractor has become ineligible in accordance with paragraph 1 above.

**In witness whereof**, the undersigned, duly authorized representatives of the Parties have signed the present Contract on the dates set forth below:

**For  
[name of Contractor]:**

**For the  
United Nations Population Fund:**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

11-Mar-2026



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## ANNEX A

UNFPA General Conditions of Contract: De minimis contracts

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11-Mar-2026

28 of 30



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## ANNEX B

### Terms of Reference

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11-Mar-2026

29 of 30



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## ANNEX C

Copy of signed Eligibility Declaration

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30 of 30



## GENERAL CONDITIONS OF CONTRACT

### *De MINIMIS* CONTRACTS

1. **LEGAL STATUS OF THE PARTIES:** The Party with whom UNFPA is contracting (“Contractor”) under the contract to which these General Conditions of Contract apply and be made a part thereof (“Contract”) shall be considered as having the legal status of an independent contractor *vis-à-vis* UNFPA. The Contractor’s officials, representatives, employees, agents, subcontractors, or any other persons engaged and controlled by the Contractor to perform any services under the Contract (collectively, the “Personnel”) shall not be considered in any respect as being the employees or agents of UNFPA.
2. **DEFINITIONS:** For purposes of these General Conditions of Contract, the capitalized terms used herein shall have the meaning as defined in the Contract, unless defined in these General Conditions of Contract.
3. **RESPONSIBILITY FOR PERSONNEL:** The Contractor shall be responsible for the professional and technical competence of its Personnel and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.
4. **ASSIGNMENT:** The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNFPA.
5. **SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of UNFPA for all subcontractors. The approval of UNFPA of a subcontractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any subcontract shall be subject to and conform with the provisions of this Contract.
6. **REPRESENTATIONS AND WARRANTIES:**
  - 6.1 The Contractor represents and warrants throughout the entire validity period of the Contract (“Contract Term”) that:
    - 6.1.1 the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms;
    - 6.1.2 all of the information it has previously provided to UNFPA, or that it provides to UNFPA during the Contract Term, concerning the Contractor and the provision of the goods, services and the delivering of the deliverables is true, correct, accurate and not misleading;
    - 6.1.3 it is financially solvent and is able to provide the goods and the services to UNFPA in accordance with the terms and conditions of the Contract;
    - 6.1.4 it has, and will maintain throughout the Contract Term, all rights, licenses, authority and resources necessary, as applicable, to provide the goods, services and deliver the deliverables to UNFPA’s satisfaction within agreed timelines and to perform its obligations under the Contract;
    - 6.1.5 the work product is and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party;
    - 6.1.6 the Fees for the services and deliverables under the Contract are the most favourable pricing terms available to any customer of the Contractor (or of any its affiliated entities). If at any time during the term of this Contract, any other customer of the Contractor (or of any of the Contractor’s affiliated entities) obtains more favourable pricing terms than those provided to UNFPA, the Contractor will retroactively adjust the Fee and related pricing terms under this Contract to conform to the more favourable terms and the Contractor will promptly pay UNFPA any amounts owing to UNFPA as a result of such retroactive Fee adjustment; and
    - 6.1.7 except as otherwise expressly stated in the Contract, it has not and will not enter into any agreement or arrangement that restrains or restricts any person’s rights to use, sell, dispose of or otherwise deal with any work resulting from the services. The Contractor will fulfill its commitments with the fullest regard to the interests of UNFPA and will refrain from any action which may adversely affect UNFPA or the United Nations.

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6.2 The Contractor further represents and warrants throughout the Contract Term that it and its Personnel will perform the Contract and provide the goods, the services and deliverables:

6.2.1 in a professional and workmanlike manner;

6.2.2 with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or substantially similar services in the same industry; and

6.2.3 with priority equal to that given to the same or similar services of a time sensitive nature for the Contractor's other clients.

6.3 The representations and warranties made by the Contractor in Articles 6.1 and 6.2 above are made to and are for the benefit of (a) each entity (if any) that makes a direct financial contribution to UNFPA to procure the goods, the services and/or deliverables; and (b) each governmental entity or other entity (as applicable) that receives the direct benefit of the goods, the services and/or deliverables.

7. **INDEMNIFICATION:** The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNFPA, its officials, staff, personnel, representatives and agents from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's Personnel, in the performance of the Contract. This provision shall extend, *inter alia*, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or subcontractors. The obligations under this Article do not lapse upon termination or expiration of the Contract.

8. **INSURANCE AND LIABILITY:**

8.1 The Contractor shall pay UNFPA promptly for all loss, destruction, or damage to the property of UNFPA caused by Personnel or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

8.2 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.3 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its Personnel to cover claims for personal injury or death in connection with this Contract.

8.4 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its Personnel or subcontractors performing work or services in connection with this Contract.

8.5 The Contractor's liability insurance policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

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

8.6.1 Name UNFPA as additional insured;

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

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

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

9. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNFPA against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNFPA.

10. **EQUIPMENT FURNISHED BY UNFPA TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNFPA to the Contractor for the performance of any obligations under the Contract shall rest with UNFPA, and any such equipment shall be returned to UNFPA at the termination or expiration of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNFPA, shall be in the same condition as when

11-Mar-2026

delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNFPA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

**11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

- 11.1 Except as is otherwise expressly provided in writing in the Contract, UNFPA shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials, whether in intangible or tangible form, and including any and all derivative works thereof, which the Contractor has developed for UNFPA under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents, and other materials constitute works made for hire for UNFPA.
- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNFPA does not and shall not claim any ownership interest thereto, and the Contractor grants to UNFPA, without further charge, a perpetual, worldwide license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3 At the request of UNFPA, the Contractor shall take all necessary steps, execute all necessary documents, and generally assist in securing such proprietary rights and transferring or licensing them to UNFPA in compliance with the requirements of the applicable law and of the Contract.
- 11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNFPA, shall be made available for use or inspection by UNFPA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNFPA authorized officials, staff, personnel, representatives or agents on completion of work under the Contract.

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

**13. DATA PROTECTION AND SECURITY:**

- 13.1 The following terms have the following meaning:
  - 13.1.1 “End User” means, in the event that the goods, services or deliverables involve the use of any information systems, any and all UNFPA officials, staff, personnel, representatives and agents and any other external users collaborating with UNFPA, in each case, authorized by UNFPA to access and use the goods, services and/or deliverables;
  - 13.1.2 “UNFPA Data” shall mean any and all information or data, including UNFPA Personal Data (as defined in Article 14.2, below), in digital form or processed or held in digital form that (a) are provided to the Contractor by, or on behalf of, UNFPA and/or End Users under the Contract or through UNFPA’s and/or End Users’ use of the goods or services or in connection with the goods or services, or (b) are collected or obtained by the Contractor in connection with, or related to, the performance of the Contract;
  - 13.1.3 “Disabling Code” means any virus, back door, timer or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code that may have the consequence (whether by design or unintentionally) of disrupting, disabling, harming, circumventing security controls or otherwise impeding in any manner the normal operation or performance of (i) any software or service or (ii) any UNFPA information system or network;
  - 13.1.4 “Security Incident” means, with respect to any information system, service or network used in the delivery of the goods, services or deliverables, one or more events that (a) indicates that the

security of such information system, service, or network may have been breached or compromised

11-Mar-2026

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and (b) that such breach or compromise could very likely compromise the security of UNFPA's Confidential Information (as defined in Article 15, below) or weaken or impair UNFPA's operations. Security Incidents include any actual, threatened or reasonably suspected unauthorized access to, disclosure of, use of or acquisition of UNFPA Data that compromises the security, confidentiality, or integrity of UNFPA Data, or the ability of UNFPA or End Users to access UNFPA Data.

- 13.2 All UNFPA Data, together with all rights (including intellectual property and proprietary rights), title and interest to such UNFPA Data, will be the exclusive property of UNFPA, and the Contractor has a limited, nonexclusive license to access and use the UNFPA Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. Except for the foregoing license, the Contractor will have no other rights, whether express or implied, in or to any UNFPA Data or its content.
- 13.3 The Contractor confirms that it has a data protection policy in place that meets all applicable data protection standards and legal requirements and that it will apply such policy in the collection, storage, use, processing, retention and destruction of UNFPA Data. The Contractor shall comply with any guidance or conditions on access, disclosure, retention and destruction notified by UNFPA to the Contractor in respect of UNFPA Data.
- 13.4 The Contractor shall use its reasonable efforts to ensure the logical segregation of UNFPA Data from other information to the fullest extent possible. The Contractor shall use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Contractor's obligations under the Contract. At UNFPA's request, the Contractor shall provide UNFPA with copies of the applicable policies and a description of the safeguards and controls that the Contractor uses to fulfil its obligations under this Article; provided that any such policies and description provided by the Contractor will be treated as Confidential Information under the Contract. UNFPA may assess the effectiveness of these safeguards, controls and protective measures and, at UNFPA's request, the Contractor will provide its full cooperation with any such assessment at no additional cost or expense to UNFPA. The Contractor shall not, and shall ensure that its Personnel will not, transfer, copy, remove or store UNFPA Data from a UNFPA location, network or system without the prior written approval of an authorized official of UNFPA.
- 13.5 Except as otherwise expressly stated in the Contract or with UNFPA's express prior written consent, the Contractor will not install any application or other software on any UNFPA device, network or system. The Contractor represents and warrants to UNFPA that the services and deliverables provided under the Contract will not contain any Disabling Code, and that UNFPA will not otherwise receive from the Contractor any Disabling Code in the performance of the Contract. Without prejudice to UNFPA's other rights and remedies, if a Disabling Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to: (a) restore and/or reconstruct any and all UNFPA Data lost by UNFPA and/or end users as a result of disabling code; (b) furnish to UNFPA a corrected version of the services without the presence of Disabling Codes; and (c) as needed, re-implement the services.
- 13.6 In the event of any Security Incident, the Contractor will, as soon as possible following the Contractor's discovery of such Security Incident and at its sole cost and expense: (a) notify UNFPA of such Security Incident and of the Contractor's proposed remedial actions; (b) implement any and all necessary damage mitigation and remedial actions; and (c) as relevant, restore UNFPA's and, as directed by UNFPA, End Users' access to the services and/or goods. The Contractor will keep UNFPA reasonably informed of the progress of the Contractor's implementation of such damage mitigation and remedial actions. The Contractor, at its sole cost and expense, will cooperate fully with UNFPA's investigation of, remediation of, and/or response to any Security Incident. If the Contractor fails to resolve, to UNFPA's reasonable satisfaction, any such Security Incident, UNFPA may terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 13.7 The provisions of this Article shall survive any termination or expiration of the Contract.

**14. PERSONAL DATA:**

- 14.1 UNFPA will handle Personal Data that it obtains from the Contractor as a result of, or in connection with, the Contract solely in accordance with its own legal framework.
- 14.2 "Personal Data" shall mean any information relating to an identified or identifiable individual, and "UNFPA Personal Data" shall mean Personal Data that is obtained by the Contractor from UNFPA in connection with,

11-Mar-2026

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or related to, the performance of the Contract. For the purposes of the Contract, “Personal Data” shall be treated as Confidential Information within the meaning of Article 15, below.

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

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

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

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

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

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

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

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

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

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

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

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

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

15.1 The Recipient shall:

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

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

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

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11-Mar-2026

may disclose Confidential Information to:

- 15.2.1 any other party with the Discloser's prior written consent; *and*,
- 15.2.2 the Recipient's officials, representatives, employees, staff, personnel, agents and subcontractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract, and officials, representatives, employees, staff, personnel, agents and subcontractors of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Confidential Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:
  - 15.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,
  - 15.2.2.2 any entity over which the Party exercises effective managerial control; *or*,
  - 15.2.2.3 for UNFPA, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

- 15.3 The Contractor may disclose Confidential Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, including UNFPA, the Contractor will give UNFPA sufficient prior notice of a request for the disclosure of Confidential Information in order to allow UNFPA to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 15.4 UNFPA may disclose Confidential Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.
- 15.5 The Recipient shall not be precluded from disclosing Confidential Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 15.6 These obligations and restrictions of confidentiality shall be effective during the Contract Term, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following termination or expiration of the Contract.

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

- 16.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- 16.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNFPA shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 17, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNFPA shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.
- 16.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNFPA is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations

DS 11-Mar-2026  
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arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

**17. TERMINATION:**

17.1 Either Party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 20.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

17.2 UNFPA may terminate forthwith this Contract at any time should the mandate or its funding be curtailed or terminated, in which case the Contractor shall be reimbursed by UNFPA for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination. In addition, unless otherwise provided by the Contract, upon sixty (60) day’s advance written notice to the Contractor, UNFPA may terminate the Contract without having to provide any justification therefor.

17.3 In the event of any termination by UNFPA under this Article, no payment shall be due from UNFPA to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

17.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNFPA may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UNFPA of the occurrence of any of the above events.

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

18. **NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

19. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNFPA shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNFPA shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

**20. SETTLEMENT OF DISPUTES:**

20.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.

20.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 20.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any Confidential Information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any Confidential Information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the United States Federal Reserve Bank of New York’s Secured Overnight Financing Rate (“SOFR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

**22. TAX EXEMPTION:**

11-Mar-2026  
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22.1 Pursuant to Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946, the United Nations, including UNFPA, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental entity refuses to recognize the exemptions of UNFPA from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNFPA to determine a mutually acceptable procedure.

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

23. **MODIFICATIONS:** Pursuant to the Financial Regulations and Rules of UNFPA, only the Chief of the Supply Chain Management Unit of UNFPA or such other contracting authority as made known to the Contractor in writing, possesses the authority to agree on behalf of UNFPA to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNFPA unless provided by an amendment to this Contract signed by the Contractor and the Chief of the Supply Chain Management Unit of UNFPA or such other contracting authority.

24. **AUDITS AND INVESTIGATIONS:**

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

24.2 UNFPA may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the Contract Term and for a period of three (3) years following the expiration or prior termination of the Contract.

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

25. **LIMITATION ON ACTIONS:**

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

25.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

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

11-Mar-2026

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for termination charges or any other liability of any kind.

27. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNFPA in connection with the performance of its obligations under the Contract. Should any authority external to UNFPA seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify UNFPA and provide all reasonable assistance required by UNFPA. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNFPA, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the United Nations and UNFPA.
28. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any official, staff, personnel, representative, or other agent of UNFPA any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UNFPA or the award thereof or for any other purpose intended to gain an advantage for the Contractor.
29. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNFPA, as such obligations are set forth in the United Nations and UNFPA vendor registration procedures.
30. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.
31. **MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.
32. **SEXUAL EXPLOITATION:** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its Personnel from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.
33. **PROHIBITION OF PROSCRIBED PRACTICES:**
  - 33.1 The Contractor shall not engage in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices, and shall bring allegations of such practices arising in relation to this Contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of the Director, Office of Audit and Investigation Services, UNFPA. The Contractor acknowledges that any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices as these terms are defined in the UNFPA Oversight Policy, available at <https://www.unfpa.org/admin-resource/unfpa-oversight-policy> (or such other URL as UNFPA may from time to time decide) may lead to the imposition by UNFPA of sanctions (including censure or ineligibility/debarment) with regard to continuing or future business with UNFPA, at UNFPA’s sole discretion and without prejudice to any other right or remedy available to UNFPA.
  - 33.2 The Contractor shall review and take note of the UNFPA Policy against Fraudulent and Other Proscribed Practices, available at [http://www.unfpa.org/sites/default/files/admin-resource/Eths\\_Fraud\\_policy.pdf](http://www.unfpa.org/sites/default/files/admin-resource/Eths_Fraud_policy.pdf) (or such other URL as UNFPA may from time to time decide), the UNFPA Policy and Procedures for Vendor Review and Sanctions available at [https://www.unfpa.org/sites/default/files/admin-resource/PSB\\_Vendor\\_Review\\_and\\_Sanctions.pdf](https://www.unfpa.org/sites/default/files/admin-resource/PSB_Vendor_Review_and_Sanctions.pdf) (or such other URL as UNFPA may from time to time decide) as well as of the UNFPA Policy on the Prohibition of Harassment, Sexual Harassment, Abuse of Authority and Discrimination, available at <https://www.unfpa.org/admin-resource/policy-harassment-sexual-harassment-and-abuse-authority-0> (or such other URL as UNFPA may from time to time decide).
34. **UN SECURITY COUNCIL/ NO SUPPORT TO TERRORISM/ ANTI-MONEY LAUNDERING:** The Contractor agrees to apply the highest reasonable standard of diligence to ensure that any UNFPA funds received under the Contract, including the Fee, as well as any equipment and supplies furnished by UNFPA to the Contractor for the performance of any obligation under the Contract: (a) are not used to provide support to individuals or entities associated with terrorism; (b) are not transferred to any individual or entity included in the Consolidated United Nations Security Council Sanctions

11-Mar-2026

List, available at <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list> (or such other URL as the United Nations may from time to time decide); and (c) are not used for the purpose of any payment to persons or entities, or for any import or export of goods, if such payment, import or export is prohibited by a resolution of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. The Contractor warrants that all funds used to perform its obligations under the present Contract are from legitimate sources and do not constitute proceeds of criminal conduct or proceeds of terrorism financing. The Contractor shall not take any action, or use any proceeds paid to it under this Contract in any manner that constitutes a breach of any anti-money laundering laws or regulations applicable to the Contractor.

**35. ENVIRONMENTAL PROTECTION:**

- 35.1 The Contractor will use best efforts to eliminate or substantially reduce any adverse environmental impacts when conducting activities under this Contract.
- 35.2 The Contractor shall ensure that it has effective policies and practices in place regarding the protection of the environment and bearing upon the performance of its obligations under the Contract.
- 35.3 The Contractor shall take effective and active measures for the sound management and protection of the environment and environmental resources, including measures against the adverse effects of pollution and waste, chemicals, and other materials consistent with laws, ordinances, rules, regulations, and standards bearing upon the performance of its obligations under the Contract.

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11-Mar-2026