

**Invitation to Bid (ITB) – for the Supply of Office Furniture
for the UN Women Fiji MCO based in Suva, Fiji**

REF: FJI30ITB360

7 June 2019

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Dear Sir/Madam,

Subject: Invitation to Bid (ITB) for Supply of Office Furniture for UN Women Fiji MCO based in Suva, Fiji

1. The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) plans to procure **office furniture for our conference room and meeting room** as described in this Invitation to Bid and its related annexes. UN Women now invites sealed bids from qualified bidders for providing the requirements as defined in these documents.
2. In order to prepare and submit a responsive bid, please carefully review, and understand the contents of the following documents:
 - a. This letter and Bid Instruction Sheet (BIS)
 - b. Instructions Bidders (Annex 1)
 - c. Technical Specifications (Annex 2)
 - d. Returnable Documents (Annex 3):
 - i. Bid Acknowledgement
 - ii. Bidder Information Form
 - iii. Bid Submission Form
 - iv. Financial offer
 - v. JV Partner Information Form
 - vi. Past Performance Statement Form
 - vii. No Adverse Judgement Confirmation Form
 - e. Other Forms:
 - i. Voluntary Agreement for Promoting Gender Equality in the Workplace (Annex 4)
 - ii. General Conditions of Contract (Annex 5)
 - f. Proposed Model Form of Contract (Annex 6)
 - g. Submission Checklist (Annex 7)
 - h. Eligibility Criteria (Annex 8)
3. The Bid Instruction Sheet (BIS) -below- provides the requisite information (with cross reference numbers to the detailed Instructions to Bidders (Annex 1 - see above link).

ANNEX 1

Bid Instruction Sheet (BIS)

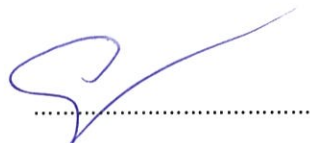
Cross Ref. to Clause of Annex I	Instruction to Bidders	Specific Requirements as referenced in Annex I
4.3	Deadline for Submission of Bids	<p>Date and Time: <i>June 24, 2019 12:00 PM</i></p> <p>City and Country: <i>Suva, Fiji Islands</i> (for local time reference, see www.greenwichmeantime.com)</p> <p>This is an absolute deadline, bids received after this date and time will be disqualified.</p>
4.1 – 4.4	Manner of Submission	<p><input checked="" type="checkbox"/> UN Women e-Procurement portal for online submission: e-Tendering Portal etendering.unwomen.org</p> <p><input checked="" type="checkbox"/> Electronic submission of bid</p>
4.1	Address for Bid Submission	<p><input checked="" type="checkbox"/> UN Women e-Procurement portal for online submission: e-Tendering Portal etendering.unwomen.org</p> <p><input checked="" type="checkbox"/> Electronic submission of Bid: fiji.tenders@unwomen.org</p> <p><input checked="" type="checkbox"/> Free from virus and corrupted files</p> <p><input checked="" type="checkbox"/> Format: PDF files only</p> <p><input checked="" type="checkbox"/> Max. File Size per transmission: 5 MB</p> <p><input checked="" type="checkbox"/> No. of copies to be transmitted: 1 (one)</p> <p><input checked="" type="checkbox"/> Time Zone to be Recognized: Fiji (GMT+12:00)</p> <p>Bids should be submitted to the designated address by the date and time of the deadline given.</p>
3.1	Language of the bid	<input checked="" type="checkbox"/> English
3.5	Bid Currencies	<p>Preferred Currency: <input checked="" type="checkbox"/> Fijian Dollars or USD</p> <p><i>Bidder may submit quotation/offer in any freely convertible currency</i></p>
3.6	Bid Validity Period	90 days Commencing after the deadline for submission of bids.

2.1	Conditions for Submitting Bid for Parts or sub-parts of the Total requirements (Partial Bidding)	<input checked="" type="checkbox"/> Not Permitted
	Payment Terms	<input checked="" type="checkbox"/> Other: Invoice based and satisfactory receipt of the services
	Alternative Offer	<input checked="" type="checkbox"/> Authorized
2.4	Clarifications of solicitation documents	Requests for clarification shall be submitted atleast 3 business days before the deadline for submission of bid.
	Contact address for requesting clarifications on the solicitation documents	<p>Requests for clarification should be addressed to the e-mail address: fiji.procurement@unwomen.org</p> <p>Clarification emails should include a subject header in the following format:</p> <p>"FJI30ITB360, Request for Clarification, Company/Contractor Name"</p> <p>Bidders must not communicate with any other personnel of UN Women regarding this ITB.</p> <p><u>The e-mail address above is for clarifications ONLY.</u></p> <p>Do not send or copy your bid to this e-mail addresses, doing so will disqualify your bid.</p>
	Responses to clarification requests will be binding on all Suppliers and will be distributed via:	<input checked="" type="checkbox"/> Other: fiji.procurement@unwomen.org <input checked="" type="checkbox"/> Other: UNGM website available at: (https://www.ungm.org/Public/Notice)
2.6	Pre-bid Meeting	<input checked="" type="checkbox"/> Not applicable Pre-bid Meeting is not foreseen to be required by UN Women at this stage; however, UN Women reserve the rights to request for a Pre-bid Meeting if deem necessary.
3.7	Bid Security	<input checked="" type="checkbox"/> Not Required Bid Security is not foreseen to be required by UN Women at this stage; however, UN Women reserve the rights to request a Bid Security from the successful bidder at any stage.
6.4	Performance Security	<input checked="" type="checkbox"/> Not Required

		Performance Security is not foreseen to be required by UN Women at this stage; however, UN Women reserve the rights to request a Performance Security from the successful bidder at any stage.
5.8	Post-Qualification Requirements	REQUIRED: <ul style="list-style-type: none"> ✓ Past Performance Statement Form ✓ No Adverse Action Confirmation Form
	Evaluation method to be used in selecting the most responsive Bid	<input checked="" type="checkbox"/> Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and <input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive Bid
6.1,5.6	Criteria for the Evaluation of Bid	<u>Bid Evaluation Criteria</u> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Officially registered legal entity; <input checked="" type="checkbox"/> Proven record of previous supplier experience of minimum 3 years; <input checked="" type="checkbox"/> Previous experience in working with UN Women or other UN Agencies is an advantage; <input checked="" type="checkbox"/> Financially capable of rendering all requested services, which is evidenced by the healthy financial statement/balance sheet; <input checked="" type="checkbox"/> Adherence to UN/UN Women general terms and conditions of payment and work; <input checked="" type="checkbox"/> Willing and able to guarantee the delivery of products and services in accordance with the performance standards required by this TOR. <input checked="" type="checkbox"/> Qualification of the designated Manager to directly coordinate with UN Women <i>[minimum of 5 years of relevant experience.]</i>; <input checked="" type="checkbox"/> Technical responsiveness/full compliance to requirements;
3.2	Required Documents that must be Submitted to Establish Qualification of Bidders (in "Certified True Copy" form only)	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed 1-2 pages, including printed brochures relevant to the services being procured; <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation; <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country; <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value; <input checked="" type="checkbox"/> experience in servicing international organizations of similar size and nature as UN in Pacific (including UN Women)
2.7	Waiver & Release of Indemnity (If there is a site visit/inspection)	<input type="checkbox"/> Required If required site inspections/visits are possible and therefore a waiver/release of indemnity is required.
	Eligibility Criteria	See Annex 9 for eligibility criteria

4. The bidder will be selected based on the Award Criteria section of the Instructions to Bidders and Eligibility Criteria as reflected in Annex 9.
5. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your bid.
6. This letter is not to be construed in any way as an offer to contract with your organization.

Yours sincerely,



Sandra Bernklau

UN Women Representative Fiji MCO

INSTRUCTIONS TO BIDDERS

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1. INTRODUCTION

1.1. General

- i. Bidders are invited to submit a bid for the goods described in the Technical Specifications, in accordance with the solicitation documents in the form of an invitation letter to the Invitation to Bid (ITB). All correspondence in relation to the ITB shall be sent to the contact address set out in the Bid Instruction Sheet (BIS) found in the invitation letter.
- ii. Bidders must strictly adhere to all the requirements of the ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in the ITB may be made or assumed unless it is instructed or approved in writing by UN Women.
- iii. Submission of the Bid Acknowledgement Form and submission checklist by the bidder shall deem that all obligations stipulated by the ITB will be met and, unless specified otherwise, the bidder has read, understood and agreed to all the instructions in the ITB. The bidder also confirms that any due diligence regarding the legal review and ability to comply with the UN Women General Conditions of Contract has been undertaken prior to the submission of an offer. Submission of an offer will be confirmation of accepting to sign the UN Women model of contract included herein in the event that they are recommended for contract award.
- iv. Any bid submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of any bid by UN Women. No binding contract, including a process contract or other understanding or arrangement will exist between the bidder and UN Women and nothing in connection with this ITB shall give rise to any liability on the part of UN Women unless and until a contract is signed by UN Women and the successful bidder. UN Women is under no obligation to award a contract to any bidder as a result of the ITB.
- v. UN Women may, at its discretion, cancel the requirement in part or in whole.
- vi. UN Women implements a policy of zero tolerance on proscribed practices, including fraud¹, corruption², collusion³, unethical practices⁴, and obstruction⁵. UN Women is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UN Women as well as third parties involved in UN Women activities. UN Women therefore:
 1. will not award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;
 2. will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a UN Women contract;
 3. will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a UN Women contract;
 4. will normally requires a UN Women vendor to allow UN Women, or any person that UN Women may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.
- vii. All bidders must adhere to the United Nation's Code of Conduct, [United Nation's Code of Conduct](http://www.un.org/depts/ptd/pdf/conduct_english.pdf) which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf
- viii. Information relating to the examination, evaluation, and comparison of bids and the recommendation of contract award shall be treated with appropriate confidentiality. Except as otherwise set out herein, UN Women shall not

¹any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead thereby enabling a proposer to obtain a financial or other benefit or to avoid an obligation;

²offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of the Procuring UN Women Entity;

³an arrangement between two or more proposers designed to achieve an improper purpose, including to influence improperly the actions of the Procuring UN Women Entity;

⁴behavior that constitutes a conflict of interest, or that is contrary to the policies and requirements of doing business with UN Women, including but not limited to post-employment and gifts and hospitality provisions;

⁵deliberately destroying, falsifying, altering or concealing of evidence material to an investigation or making false statements to investigators in order to materially impede UN Women investigation into allegations of a corrupt, fraudulent, coercive or collusive practice, and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing an investigation

disclose information to bidders or any other persons not officially concerned with such process, even after publication of the contract award.

1.2. Eligible Bidders

This ITB is open to all international and national organizations who are legally constituted, can provide the requested services, and have valid registration in their country.

Bidders should not have been engaged, directly or indirectly, in the preparation of any part of this ITB document or Annexes.

Bidder shall not be eligible to submit an offer when at the time of bid submission if:

- a) Bidder is suspended by UN Women, UNOPS, UN Global Market or the UN Procurement Division (UN/PD);
- b) Bidder has been declared ineligible by the World Bank;
- c) Bidder's name is mentioned on the lists maintained by the Security Council of individuals and entities subject to the sanctions measures by General Assembly resolutions 1267 (1999), 1333 (2000), 1390 (2002), as reiterated in resolutions 1455 (2003), 1526 (2004), 1617 (2005), 1735 (2006), 1822 (2008), 1904 (2009), 1989 (2011) and 2083 (2012). UN 1267 is the Terrorist list issued by the Security Council that establishes a sanction regime to cover individuals and entities associated with Al- Qaida and/or the Taliban;
- d) Bidder has any pending disputes or litigation with United Nations organizations or specialized agencies any of its member states;
- e) Bidder has engaged in any money-laundering activities i.e. taking the proceeds of criminal activity and making them appear legal. Includes, but is not limited to: any transaction involving the transfer, disbursement, transportation, transmission, or exchange of funds (including wire transfers and currency exchanges) from proceeds of criminal activity.
- f) Bidder is not legally constituted or registered under existing regulations of their country as required for doing business, and if requested by UN Women, bidder has not submitted copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the bidder; or
- g) Bidder has a conflict of interest. Bidder may be considered to have a conflict of interest with one or more parties in this solicitation process, if they are or have been engaged directly or indirectly, in preparation of any part of this ITB (including, but not limited to the design, specifications, and Annex documents)

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders shall be considered for award of contract.

Bidders are subject to compliance with the UN Global Compact's ten principles in the areas of human rights, labour, the environment and anti-corruption. A bidder may be a private, public or government-owned legal entity or any combination of them in the form of association(s) including joint ventures or consortiums with a formal intent to enter into an agreement.

UN Women encourages bid submissions from women led/owned organizations or companies with 51% or more employment of women and from developing countries/regions.

1.3. Cost of Bid

The bidder shall bear all costs associated with the preparation and submission of the bid, attendance at any pre-bid conference meetings and any oral presentations. UN procuring entities will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the solicitation. The bidder shall not in any way include these as a direct cost of the assignment.

2. SOLICITATION DOCUMENTS

2.1. Contents of Solicitation Documents

Bidders must submit bids for the total requirement, as indicated in the BIS. Partial bids will be rejected unless otherwise expressly stated in the BIS.

2.2. Bidders' Responsibility to Inform Themselves

Bidders shall be responsible to inform themselves in preparing their bids. In this regard, bidders shall ensure that they:

- a) Review the ITB to ensure they have a complete copy of all documents;
- b) Examine and fully inform themselves in relation to all aspects of the ITB, including the contract and all other documents included or referred to in the ITB;

- c) Obtain and examine all other information relevant to the project and the scope of the goods available on reasonable enquiry;
- d) Verify all relevant representations, statements and information, including those contained or referred to in the ITB or made orally during any clarification meeting or any discussion with UN Women, its employees or agents;
- e) Attend any Pre-Bid Conference Meeting that is mandatory under this ITB;
- f) Fully inform and satisfy themselves as to the requirements of any relevant authorities and laws that apply or may in the future apply to the execution of the contract; and
- g) Form their own assessment of the nature and extent of the goods requested and properly account for all the goods in their bid.

Bidders acknowledge and agree that the ITB does not purport to contain all relevant information in relation to the services and is provided solely on the basis that bidders shall be responsible for making their own assessment of the matters referred to in the ITB, including the contract.

Bidders acknowledge that they have not relied upon any information not included in this ITB, and that UN Women, its employees, and agents made no representations or warranties (express or implied) as to the accuracy, recency or completeness of this ITB or any other information provided to the bidders.

Failure to comply with the solicitation documents will be at the bidder's risk and may affect the evaluation of the bid.

2.3. Errors or Omissions

Bidders shall immediately notify UN Women in writing with full detail of any ambiguities, errors, omissions, discrepancies, inconsistencies, or other fault in any part of the ITB.

Bidders shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

2.4. Clarification of Solicitation Documents

Any request for clarification of the ITB documents must be sent in writing at the email address indicated in the BIS. UN Women will respond in writing (including an explanation of the query but without identifying the source of inquiry) to all prospective bidders via the method indicated in the BIS. Responses will be made to clarification questions received by the deadline for questions indicated in the BIS. Responses to clarification requests will be binding on all bidders.

2.5. Amendments of Solicitation Documents

At any time prior to the deadline for submission of bids, the UN Women procuring entity may, for any reason, modify the solicitation documents by amendment.

Prospective bidders will be notified in writing of all amendments to the solicitation documents. In cases where the ITB is posted on the UN Women website, all prospective bidders are requested to frequently check the UN Women procurement notices website at <http://www.unwomen.org/en/about-us/procurement>.

In order to afford prospective bidders reasonable time, the UN Women procuring entity may, at its discretion, extend the deadline for the submission of bids, in accordance with Clause 4.3, Deadline for Submission of Bids/Late Bids.

2.6. Pre-Bid Meeting

Unless otherwise instructed in writing by UN Women in the BIS, a pre-bid meeting will only be, at the time and place and in accordance with any instructions indicated in the BIS.

If the BIS states that a pre-bid meeting shall be mandatory, a bidder who does not attend the pre-bid meeting shall be ineligible to submit a bid under this ITB.

Information about each bidder's representatives who will attend the pre-bid meeting shall be submitted in writing to the UN Women contact as listed in the BIS, including the full name and position of each representative at least 48 hours before the pre-bid meeting is to be held.

UN Women will not issue any formal answers to questions from bidders regarding the ITB or bidding process during the pre-bid meeting. All questions shall be submitted in accordance with Article 2.4, Clarification of Solicitation Documents.

The pre-bid meeting shall be conducted for the purpose of providing background information only. Without limiting this clause, bidders shall not rely upon any information, statement or representation made at the pre-bid meeting unless that information, statement or representation is confirmed by UN Women in writing.

UN Women shall prepare minutes of the pre-bid meeting and shall communicate them in writing (in the form indicated on the BIS) to all bidders who received the solicitation documents from UN Women shortly after the pre-bid meeting.

2.7. Site Inspection

If required in the BIS, bidders participating in a site inspection shall be responsible for:

- i. Arranging for and wearing any necessary personal protective equipment, including at a minimum: safety helmets, boots and reflective vests; and
- j. Making, and obtaining, any visa arrangements that may be required for the bidders to attend the site inspection.

Prior to attending a site inspection, bidders shall execute an indemnity and a waiver form releasing UN Women from any liability that may arise from:

- k. loss of or damage to any real or personal property;
- l. personal injury, disease or illness to, or death of, any person; or
- m. financial loss or expense, arising out of the carrying out of that site inspection; and
- n. transportation by UN Women to the site (if provided), as a result of any accidents or malicious acts by third parties.

3. PREPARATION OF BIDS

3.1. Language of the Bid

The bids and all correspondence and documents relating to the bids shall be written in the **English language**, or as otherwise indicated in the Bid Instruction Sheet (BIS). Any printed literature furnished by the bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages. In this case, for purposes of interpretation of the bid, the English Translation shall govern.

3.2. Documents Comprising the Bid

The bid must comprise of the following documents:

- (a) See Annex 8, Submission Checklist. Bids that are missing significant required documents may be rejected.
- (b) In case of a Joint Venture (JV):
 - o. A duly filled form under Annex 3 for Joint Venture Partner Information shall be included in the bid,
 - p. All parties to the JV shall be jointly and severally liable, and
 - q. The JV shall nominate a representative who shall have the authority to conduct all businesses on behalf of any and all the parties of the JV during the bidding process; and in the event the JV is awarded the contract, during the contract execution.

3.3. Export License

Goods are for the benefit of the government under UN Women's development assistance framework and goods purchased will normally be transferred to the national partners, or to an entity nominated by it, in accordance with UN Women's policies and procedures.

The bidder/vendor shall include in their bid:

- (a) A statement whether any import or export licenses are required with respect to the goods to be purchased or service to be rendered including any restrictions on the country of origin, use/dual use nature of goods, including distribution to end users;
- (b) Confirmation that he has obtained licenses of this nature in the past and have an expectation of obtaining all the necessary licenses should their bid be successful.

3.4. Documents Establishing Goods' Conformity to Solicitation Documents

The bidder shall furnish any necessary supplemental documents that establish the conformity of all goods which the bidder proposes to supply under the contract, as specified in the requirements and technical specifications of the solicitation.

The documentary evidence of conformity to the solicitation documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the goods;

- (b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Instruction Sheet (BIS), following commencement of the use of the goods.

Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by UN Women in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to UN Women's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

3.5. Bid Currencies/Bid Prices

All prices shall be quoted in US dollars or any other convertible currency. The bidder shall indicate the unit prices on the appropriate financial bid (where applicable) and total bid price of the goods it proposes to supply under the contract.

The terms FCA, CPT and other similar terms shall be governed by the rules prescribed in the Incoterms 2010, published by The International Chamber of Commerce. <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/>.

3.6. Period of Validity of Bids

Bids shall remain valid for either sixty (60), ninety (90), or one hundred twenty (120) days, as indicated in the solicitation documents, after the date of bid submission prescribed by the UN Women procuring entity. A bid valid for a shorter period may be rejected by the UN Women procuring entity on the grounds that it is non-responsive.

In exceptional circumstances, the UN Women procuring entity may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify its bid.

3.7. Bid Security

- i. The bidder shall furnish a bid security to the UN Women procuring entity in the amount indicated in the BIS.
- ii. The bid security is to protect the UN Women procuring entity against the risk of the bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 3.7(g) below.
- iii. The bid security shall be denominated in the currency of the purchase order or in a freely convertible currency and shall be in one of the following forms:
 - i. Bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the UN Women procuring entity's country or abroad, and in the form provided in these solicitation documents, or,
 - ii. Cashier's cheque, or certified cheque.
- iv. Any bid not secured in accordance with Clauses 3.7 a) and 3.7 c) above will be rejected by the UN Women procuring entity as non-responsive pursuant to clause 5.4.
- v. An unsuccessful bidder's bid security will be discharged or returned. Unsuccessful bidders shall organize with UN Women to collect their bidder security.
- vi. The successful bidder's bid security will be discharged or returned upon the bidder signing the purchase order, pursuant to clause 4.1 of Instructions to bidders, and furnishing the Performance Security, pursuant to clause 6.4 of Instructions to Bidders.
- vii. The bid security may be forfeited:
 - 1) If a bidder withdraws its offer during the period of the bid validity specified by the bidder on the Bid Submission Form, or,
 - 2) In the case of a successful bidder, if the bidder fails:
 - i. to sign the purchase order in accordance with Clause 6.3 of Instructions to Bidders, or,
 - ii. to furnish Performance Security in accordance with Clause 6.4 of Instructions to Bidders.

4. SUBMISSION OF BIDS

4.1. Format and Signing of Bid

The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract.

A bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

4.2. Sealing and Marking of Bids

The bidder shall submit bids via paper mail or email option as detailed below:

A) Proposals by e-mail:

In order to facilitate the submission, your bid (in PDF format, free from any form of virus or corrupted contents) must be signed and stamped in all relevant places and submitted to UN Women secure bid e-mail address indicated in the BIS, with the subject line of email as "FJI30ITB360 – Supply of Office Furniture for UN Women Fiji MCO in Suva, Fiji"

Important Note for Offerors submitting proposals in electronic format/via e-mail.

Having prepared the Bid in paper format as specified in Clause "4. Submission of Bids" hereof, the entire Bid should be scanned or otherwise converted into one or more electronic .pdf (Adobe Acrobat) format files and attached to one or more E-mails.

To assist UN Women procurement practitioner in the assurance of transparency, it is recommended that, prior to sending the Email(s), Offerors should open "Options", then "Voting and Tracking Options" and select "Request a delivery receipt for this message" AND "Request a read receipt for this message". This option path is for Microsoft Office Outlook software. Other software should offer similar options, although the path and wording might be somewhat different.

Bids will not be considered and will be rejected in cases where:

- i. Bids submitted to any other address or location, or copied to an e-mail address other than dedicated bid secure e-mail addresses as instructed above;
- ii. Proposals sent via the correct route after having been sent incorrectly;

4.3. Deadline for Submission of Bids/Late Bids

Bids must be received by the UN Women procuring entity at the address specified in the BIS before the date and time of the deadline. It shall be the sole responsibility of the bidders to ensure that their bid is received before the deadline. Bidders are reminded that it can take some time to transmit the files via e-mail so they should submit their bids well before the deadline.

The UN Women procuring entity may, at its discretion, extend this deadline for the submission of the bids by amending the bidding documents by written notice. Deadlines set are strict and absolute. Late bids will be rejected and automatically disqualified from consideration. It will be the bidder's responsibility to collect any hard copies of their bids within a specified period of business days if they wish to do so. Late bids are any submissions that are time stamped as received after the deadline.

4.4. Modification and Withdrawal of Bids

The bidder may withdraw or modify/correct its bid after submission, provided that written notice of the withdrawal or modification is received by the procuring UN Women entity prior to the deadline prescribed for submission of bids.

A bidder's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause 4.2 Sealing and Marking of Bids. The withdrawal notice may also be sent by e-mail but must be followed by a signed confirmation copy.

No bid may be modified subsequent to the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Submission Form.

5. OPENING AND EVALUATION OF BIDS

5.1. Opening of Bids

UN Women will open bids in the presence of a Bid Opening Committee formed in accordance with its regulations, policies and procedures.

5.2. Confidentiality & Briefings

Information relating to the examination, evaluation, comparison and post-qualification of bids and the recommendation of contract award shall be treated with strict confidentiality. UN Women shall not disclose this confidential information to bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Disclosure of awards will be made transparent to the general public through the posting of Notice of awards to the UN Women website, for awards valued at USD \$100,000 and above. The information posted will contain the following:

- Name of contractor;
- Beneficiary country;
- Contract amount in USD; and
- A general description of contract

Generally, UN Women does not offer a detailed debrief to involved unsuccessful bidders on any tender exercise. However, in the case of high-value or highly complex contracts, a debriefing request may be made by an unsuccessful bidder. Debriefings shall be made through a written letter and is limited to award information as listed above and an overview of any deficiencies or weaknesses in the bidder's submission.

To reiterate, any information related to other bidders (including financial/cost pricing, technical information) and evaluation shall not be revealed. Determination for granting debriefings is at the discretion of UN Women.

Any effort by a bidder to influence UN Women in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid. Notwithstanding this instruction, from the time of bid opening to the time of contract award, if any bidder wishes to contact UN Women on any matter related to the bidding process, it should do so in writing.

5.3. Clarification of Bids

To assist in the examination, evaluation and comparison of bids, UN Women may, at its discretion, ask the bidder for clarification of its bid (without material deviation, reservation, or omission). The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

Bids with a material deviation, reservation, or omission include bids that:

- a) affect in any substantial way the scope, quality, or performance of the requested goods and any ancillary services in the ITB; or,
- b) propose to limit in any substantial way the rights and obligation of the parties; or,
- c) if rectified, would unfairly affect the competitiveness of other bids.

Clarification requests do not signify as an intent to award to that bidder. Bids may still be rejected after clarifications are received if the information is not sufficient for technical requirements or pricing data.

5.4. Preliminary Examination

Prior to the detailed evaluation, UN Women will perform a preliminary examination of the bids. UN Women may reject any bid during the preliminary examination which does not comply with the requirements set out in this ITB, without further consultation with the bidder, including in cases where:

- a) The bid is incomplete or generally out of order (i.e., does not include all required information and documents as specified in the BIS), frivolous, or contains material deviations from or reservations to the ITB including any documentation contained therein;
- b) The bidder is not eligible as per Clause 1.2 Eligible Bidders;
- c) The bid documents have not been duly signed and/or not signed on the relevant signature-blocks;
- d) The validity of the bid is not in accordance with the requirements of the ITB Clause 3.6 Bid Validity Period;
- e) The Bid Security is not submitted or does not meet requirements, (if required);
- f) Bidder failed to attend a Pre-Bid meeting, if mandatory;
- g) Bids and modifications submitted was to any other address or location, or copied to an e-mail address other than the address specified on the BIS;
- h) Bid was sent via the correct route after having been sent incorrectly.
- i) Bid(s) are late.

The procuring entity will determine the technical responsiveness of each bid to the Invitation to Bid (ITB). A technically responsive bid is one which conforms to all the terms and conditions of the ITB without material deviations. Determination of responsiveness is based on the contents of the bid itself without recourse to the extrinsic evidence. A bid determined as not technically responsive will be rejected by the UN Women procuring entity and may not subsequently be made responsive by the bidder by correction of the non-conformity.

5.5. Conversion to Single Currency

To facilitate fair and standardized comparison when evaluating price(s), the UN Women procuring entity will convert all bid pricing expressed in various currencies to US dollars at the official UN exchange rate on the last day for submission of bids. (Also, see 3.5 Bid currencies/prices).

5.6. Technical Evaluation of Bids

- Technical evaluations of bids will be by the following basis: Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements;
- Compliance with instructions and guidelines of the ITB including required submissions and acceptance of UN Women General Conditions for Goods also accessible through this link <http://www.unwomen.org/en/about-us/procurement/contract-templates-and-general-conditions-of-contract>;
- Compliance with start-up, delivery or installation deadlines set by the UN Women procuring entity;
- Demonstrated ability to comply with critical provisions such as execution of the purchase order by honoring the tax-free status of the UN;
- Demonstrated ability to honor important responsibilities and liabilities allocated to supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).
- Proof of after-sales service capacity and appropriateness of service network.
- If applicable, the demonstrated ability to send samples of several or all of the goods, sizes, types and/or colors offered to UN Women via an international air courier service.
 - **The cost for sending the samples will be at the charge of the bidder(s).**
 - The samples submitted by bidders must be of the same standard and quality as the products which have been quoted for, and which will be supplied in the event of a purchase order being issued.
 - Samples submitted will be considered for quality evaluation. The quality of the final products supplied by the selected bidders must be identical or superior to the samples sent by the corresponding bidder. Samples allow an additional level of evaluation for items that may have high visibility for UN Women in the public.
 - Samples will typically be due with the return of bid documents in response to an ITB or a clearly stated deadline for delivery.

5.7. Price Comparison of Bids

UN Women shall compare all technically responsive bids to determine the lowest priced responsive offer.

- Evaluation of the bid will be done by item.
- Arithmetical and computational errors shall be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between written words and figures the amount in written words will prevail.
- Bid comparison will be made on the total cost, delivered to final destination. UN Women reserves the right to compare freight prices of bidders with rates of reputable freight forwarders and to consider such rates for the purpose of bid evaluation. In the event of freight prices of bidders being found less competitive than rates offered by freight forwarders, UN Women may issue a contract on FCA basis to the vendor instead of CPT/CFR, and issue a separate contract for freight to a freight forwarder, if deemed in the best financial interest of UN Women.

5.8. Post-Qualification

UN Women shall determine, to its satisfaction, whether the bidder that is selected with the lowest evaluated price and technically compliant bid is qualified as a company or organizational entity to perform the contract satisfactorily.

The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder as indicated in the BIS.

An affirmative determination shall be a prerequisite for award of the contract to the bidder. A negative determination shall result in disqualification of the bid, in which event UN Women shall proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

1 Financial Requirements

The bidder shall furnish documentary evidence that it meets the following financial requirement(s):

Required Financial Document	Details
Balance Sheet, covering last two (2) years, recorded & filed from an independent audit	Figures will be evaluated to ensure the Liquidity ratio (current assets/current liabilities) over the last 2 years is equal or greater than 1.
Profit-and-Loss Sheet, covering last two (2) years, recorded & filed from an independent audit	Figures will be evaluated to ensure the Profitability/Turnover ratio, the profit margin (profit before interest and taxes X 100/Sales Revenue is greater than 0.

2 Experience and Technical Capacity

The bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s) if it is indicated as required per the BIS:

Required Technical Document	Referenced in ITB
ISO certificate copy: The certificate must be valid and established by an internationally recognized inspection company. Quality certification systems equivalent to the relevant ISO standard will be considered. The offered products must be from a manufacturer adhering to the relevant ISO quality system standards as described in the BIS.	ii. Bidder Information Form
Production Capacity Data: Bidders shall furnish data to support that they have the production capacity to perform the contract and complete delivery of the supplies within the stipulated delivery period.	ii. Bidder Information Form
Past Performance Information: Details of experience and past performance of the bidder on product offered and on those of similar nature within the past 5 (five) years and details of current contracts in hand and other commitments.	vi. Past Performance Statement Form
Export and Manufacturer/Supplier License Information: statement of whether any import/export licenses are required for goods/services and if there are any restrictions; and confirmation of whether similar licenses have been obtained in the past and whether they were successfully implemented. If a bidder is offering goods they did not manufacture or otherwise produce, the bidder must provide documentation that they have been duly authorized by the manufacturer or producer as one of their official suppliers for the country of final destination.	ii. Bidder Information Form
No Adverse Action Confirmation: Written confirmation from the bidder that they have neither been suspended by the UN system nor debarred by the World Bank group. If no instance of previous past performance has resulted into adverse actions this should be clearly indicated in the bidder's bid.	vii. No Adverse Action Confirmation Form

Notwithstanding anything stated above, UN Women reserves the right to assess the bidder's capabilities and capacity to execute the contract satisfactorily before deciding on award. For example, inspecting the manufacturing facilities of the lowest evaluated responsive bidder to assess his capability to successfully perform the contract as per the terms and conditions specified in the ITB.

Even though the bidders meet qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing contracts, inordinate delays in completion, adverse judgements or awards, financial failures, etc.

5.9. UN Women Right to Accept or Reject Bids

UN Women reserves the right to accept or reject any bid, to annul the solicitation process and reject all bids at any time prior to entering into a contract, without thereby incurring any liability to the affected bidder(s) or any obligation to provide information on the grounds for the purchaser's action.

6. AWARD OF CONTRACT

6.1. Award Criteria

The UN Women procuring entity will issue a contract to the lowest priced technically qualified bidder.

UN Women is not bound to select any of the firms submitting bids. UN Women reserves the right to accept or reject any bid, and to cancel the solicitation process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to provide information on the grounds for the UN Women procuring entity's action.

A contract may be awarded to the firm/organization whose bid offers best value for money (the lowest-priced technically-responsive bid). Due consideration will be given to the general principles of UN Women procurement, including economy and efficiency.

The contract may be awarded for one or more lots/items listed under Annex 3 of the bidding forms at the discretion of UN Women. Therefore, bidders should indicate any price/quantity restrictions associated with their offer in case of award for limited number of items/lots listed under Annex 3. If negotiations have been entered into, or interview and/or background check is conducted by UN Women, the award is also subject to successful completion of negotiations, background check and/or interview. The successful completion of negotiations, background check and/or interview does not constitute an award of contract.

It is UN Women's intention to issue the contract as presented herein the ITB documents. Therefore, bidders should ensure any due diligence regarding the legal review and ability to comply with contract terms and conditions is undertaken prior to the submission of your bid. Submission of a bid will be confirmation of accepting UN Women contract included herein.

6.2. UN Women Procuring Entity's Right to Vary Requirements at Time of Award

The UN Women reserves the right to vary, at the time of contract award, the quantity specified in the ITB by a maximum of twenty five percent (25%), without any change in unit price or other terms and conditions. If there is any restriction associated with the quantity, the proposer must clearly state such restrictions and any price variation in their financial offer.

6.3. Notification of Award and Signing of the Purchase Order

Prior to the expiration of the period of bid validity, the UN Women procuring entity will send the successful bidder the purchase order, which will constitute as a notification of award.

After the award is concluded and the decision is made, UN Women will furnish the winning bidder(s) with a contract. Within 5 calendar days of receipt of the contract from UN Women, the successful bidder(s) shall sign, date and return the signed contract to UN Women; failure to which UN Women shall withdraw the award, reject the offer and may launch a new solicitation process or proceed to select other bidder(s).

6.4. Performance Security

If performance security is required, the following specifications must be fulfilled:

- a) Within ten (10) calendar days of receipt of the purchase order copy and the successful bidder shall furnish a performance security to the UN Women procuring entity in the amount indicated in the BIS.
- b) The performance security shall be valid until a date 30 day from the date of issuance of a satisfactory certificate of inspection and testing by the procuring UN entity.
- c) The proceeds of the performance security shall be payable to the UN Women procuring entity as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- d) The performance security shall be denominated in the currency of the purchase order and shall be in one of the following forms: a bank guarantee or irrevocable letter of credit (issued by a reputable bank that is located in the UN Women procuring entity's country or abroad). The performance security form provided in these solicitation documents shall include this information.

The performance security will be returned to the supplier within 30 days of certification of successful delivery, inspection and acceptance of goods.

Failure of the successful bidder to comply with the requirement above or clause 6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security if any, in which event the UN Women procuring entity may make the award to the next lowest evaluated bidder or solicit for new bids.

6.5. Warranties

To ensure the quality of goods, the bidder may be required to provide warranties on the goods, as indicated in the BIS.

6.6. Vendor Protest

UN Women's vendor protest procedure provides an opportunity for appeal to bidder(s) who believe that they were not treated fairly. This link (<http://www.unwomen.org/en/about-us/procurement/vendor-protest-procedure>) provides further details regarding UN Women's vendor protest procedures.

Bidders, their subsidiaries, agents, intermediaries and principals must cooperate with the Office of Internal Oversight Services (OIOS) of the United Nations, UN Women Internal Audit and Investigations Group (IAIG) as well as with other investigations authorized by the Executive Director and with the UN Women Ethics Office 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 bidder; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UN Women to repudiate and terminate the contract, and to debar and remove the supplier from UN Women's list of registered suppliers.

6.7. Inter-Agency Applicability

In the event of UN Women signing a Long-Term Agreement (LTA), the contractor agrees that the LTA is non-exclusive. UN Women is free to share the LTA with other UN Agencies in the Pacific for their use in direct ordering.

[Country offices may wish to specifically list which UN system agencies that the LTA will effectively be open to, <http://www.unsceb.org/directory>]

ANNEX 1

SCHEDULE OF REQUIREMENTS OF GOODS

REQUEST FOR QUOTATION FOR THE PROCUREMENT AND SUPPLY OF THE FOLLOWING OFFICE FURNITURE AND CHAIRS

UN Women has a universal mandate that encompasses a normative, an operational/programmatic as well as a coordination role, all of which are closely linked with its unique structure. At the core of its mandate, UN Women plays a leading role in supporting governments in delivering on their gender equality and empowerment of women (GEEW) commitments in the SDGs. UN Women is mandated to stimulate and coordinate improved action on gender equality across the whole UN system.

The UN Women Fiji Multi-country office is based in Suva, Fiji and serves the following countries Cook Islands, Federated States of Micronesia, Fiji, Marshall Islands, Nauru, Niue, Palau, Samoa, Solomon Islands, Tokelau, Tonga, Tuvalu and Vanuatu.

We are inviting local and overseas registered companies to submit quotations for the supply and delivery of office furniture as detailed below :

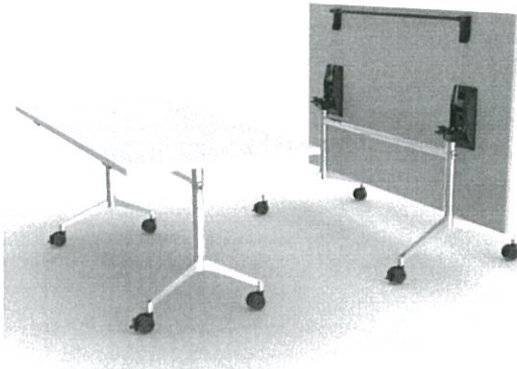
- (i) Conference or Board room table
- (ii) Buffet cabinet for storage with lockable doors for conference room
- (iii) Meeting Room table x 2
- (iv) Conference room and meeting room chairs


Place of delivery :

UN Women
Fiji Multi Country Office
Level 3, Kadavu House
Victoria Parade
Suva, Fiji Islands

Expected delivery: 30 calendar days after contract (PO) signature.

SPECIFICATION OF REQUIREMENTS

Items*	Qty	Unit of Measure	Descriptions / Specifications of Goods	Similar to
LOT 1				
Conference room table	4	pcs	<ul style="list-style-type: none"> - Solid top - Light on wheels - Foldable and able to stack away (designed for 100% disassembly and storage) - 1000-2100W x 600-1000D - 25 or 30mm laminate or veneer top with optional radiused corners - Height – 720H - Colour – Chrome with polished aluminium feet or black powdercoated stem with polished aluminium feet. - Table linking mechanism - Lockable soft treat castors - Optional cable duct for taking cables up the leg - Style – similar to attached picture. - Warranty: 8 years warranty 	
Buffet Storage cabinet with doors (lockable)	2	pcs	<ul style="list-style-type: none"> - Light buffet cabinet - Lockable doors (3 or 4 door cabinet) - Measurements: 200cm (L) x 60cm (W) - Height 75cm - Colour – Chrome with polished aluminium or black powdercoated (to match conference table) - Warranty: 8 years warranty 	
Meeting room table (2 meeting rooms)	2	pcs	<ul style="list-style-type: none"> - Table height 720H - Square/rectangular: 1000-2100W x 600-1000D - 25-30mm laminate or veneer top 	

			<ul style="list-style-type: none"> - Chrome with polished aluminium feet or black powercoated stem with polished aluminium feet - Full powdercoat frame with optional table linking mechanism - Optional cable duct for taking cables up the leg - Able to accommodate at least 6-8 pax around the table - Warranty: 8 years warranty 	
Conference room chairs	40	pcs	<ul style="list-style-type: none"> - Stackable chairs on wheels - Light weight so easy to stack - Lumbar support - Strong base that has load capacity of 110kg+ - 4 leg base: 595W x 550D x 815H (seat height approx.. 465H) or sled base: 573W x 520D x 820H (seat height approx.. 460H) - Colour – dark colour to match conference table. - Optional upholstered seat pad or fully upholstered seat shell. - Style – similar to picture on the right - Warranty: 8 years warranty 	

ANNEX 3

RETURNABLE DOCUMENTS

PLEASE COMPLETE THE BID ACKNOWLEDGMENT AND RETURN IT PRIOR TO 24 June 2019

i. Bid Acknowledgment

To: UN Women
Procurement Section

Date: _____
Email: fiji.tenders@unwomen.org

From: _____

Subject: **Invitation to bid, UN Women Reference no.: FJI30ITB360**

- ☐ YES, we intend to submit an offer.
- ☐ NO, we are unable to submit an offer in response to the above-mentioned invitation to bid due to the reason(s) listed below:

- ☐ The requested products are not within our range of supply
- ☐ We are unable to submit a competitive offer for the requested products at the moment
- ☐ The requested products are not available at the moment
- ☐ We cannot meet the requested specifications
- ☐ We cannot offer the requested type of packing
- ☐ We can only offer FCA prices
- ☐ The information provided is insufficient to enable provision of responsive offer
- ☐ Your invitation to bid is too complicated
- ☐ Insufficient time is allowed to prepare a quotation
- ☐ We cannot meet the delivery requirements
- ☐ We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc.)
- ☐ We do not export
- ☐ Our production capacity is currently full
- ☐ We are closed during the holiday season
- ☐ We had to give priority to other clients' requests
- ☐ We do not sell directly but through distributors
- ☐ We have no after-sales service available
- ☐ The person handling the bids is away from the office
- ☐ Other (please specify: (_____))

Future Invitations:

- ☐ We would like to receive future invitations to bid for this type of goods
- ☐ We don't want to receive future invitations to bid for this type of goods

If UN Women has questions about this BID, UN Women should contact:

Mr./Ms. _____ Phone: () _____ - _____ Email: _____

ii. Bidder Information Form

1. Expertise of Organization:

[Please fill in below]

Organization structure (e.g. service provider, wholesaler, trader, manufacturer)	
Years of company experience	
Areas of expertise of organization	
Current Licenses if any, and Permits (with dates, numbers and expiration dates)	
Production Capacity	

2. Quality Assurance Certification:

International Quality Management System (QMS)	
List of other ISO certificates or equivalent certificates (please also indicate if you have ISO 14000, SA 8000, ISO 9000, ISO 9001:2008, ISO 9000: 2005, ISO 9004:2009, ISO 19011:2011, ISO/IEC 17065:2012, ISO/IEC TS 17021-2:2012)	
Presence and characteristics of in-house quality control laboratory	
Indicate if your company has 1- Quality Certification Alliance (QCA) accreditation;	
2- Affiliation with the Fair Labor Association;	
3- C-TPAT Certification (Customs-Trade Participation against Terrorism)	

3. Sustainable Business Practices

Environmental Considerations <ul style="list-style-type: none"> ✓ Compliance Certificates ✓ Environmental Accreditations ✓ Markings/Labels ✓ Other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g. use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures.) 	
--	--

Gender Equality Considerations <ul style="list-style-type: none"> ✓ Quantitative information regarding the percentage of women (1) employed in the workplace, (2) in executive/senior positions, (3) shareholders. ✓ Indicate if you are a signatory to Women Empowerment Principles (only available if you have more than 10 employees) http://weprinciples.org/Site/PrincipleOverview ✓ Indicate if you have signed the Voluntary Agreement to Promote Gender Equality and Women's Empowerment (if less than 10 employees) 	
Socially/Ethically Responsible Business Practices in the areas of: <ul style="list-style-type: none"> ✓ Human rights ✓ Labor ✓ Anti-corruption 	

4. Expertise of Staff:

Total number of staff	
Number of staff involved in similar supply contracts	

5. Client Reference List:

Please provide references such as client details, commercial bank details, etc.

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

6. Contact details of persons that UN WOMEN may contact for requests for clarification during bid evaluation:

Name/Surname	
Tel Number (direct) :	
Email address (direct):	

PS: This person must be available during the next two weeks following receipt of bid

iii. Bid Submission Form

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

To: UN Women Fiji MCO
Level 3 Kadavu House, Suva, Fiji Islands

Date: *[insert date of Bid Submission]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the bid solicitation documents;
- (b) We offer to supply in conformity with the bid solicitation documents with the following _____ *[description of supplies and ancillary services, if any]* and undertake, if our bid is accepted, to commence and complete delivery of all goods and any related services specified in the contract within the time frame stipulated.
- (c) The total price of our bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. _____

_____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies, attach additional page(s) if necessary.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method:

_____ *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for a period of **90** days from the date fixed for the bid submission deadline in accordance with the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the instructions under the Bid Instruction Sheet;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from countries _____ *[insert the nationality of the bidder, including that of all parties that comprise the bidder]*
- (h) We have no conflict of interest in accordance with Clause 1.2 (*Eligible Bidders*) of the ITB Instructions to Bidders;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by UN Women, in accordance with Clause 1.2 (*Eligible Bidders*) of the ITB Instructions to Bidders;
- (j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name: _____
[Insert complete name of person signing the Bid Submission Form]

Signed: _____
[Insert signature of person whose name and capacity are shown]

In the capacity of _____
[Insert legal capacity of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: _____
[Insert complete name of Bidder]

Dated on _____ day of _____, _____ *[Insert date of signing]*

iv. Financial Offer (See Excel price sheet – attached to this ITB)

The bidder shall fill in the financial offer (i.e. the attached Excel sheet) in accordance with the instructions indicated, sign and stamp as below and submitted to the email address indicated in the BIS.

Quotation Format

ITEM	DESCRIPTION	Unit	Q-ty	CURRENCY (FJD):	
				UNIT PRICE	TOTAL PRICE
1.	Conference room table (specifications as per Annex 1)	1	4		
2.	Buffet storage cabinet with lockable doors	1	3		
3.	Conference room chairs on wheels, stackable (specifications as per Annex 1)	1	40		
4.	Meeting room table (specifications as per Annex 1)	1	2		

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

TABLE 2: Compliance Requirements

Compliance Requirements:	Your Responses		
	Yes, we will comply	No, we cannot comply	Provide reasons for non-compliance
Payment terms 30 days upon receipt of invoice			
Delivery Lead Time: as per Delivery Schedule (Annex 1)			
Validity Period of Quotation: 90 days			
Warranty and After-Sales Requirements (minimum 8 years)			
All Provisions of the UN Women General Terms and Conditions			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

v. Joint Venture / Consortium / Association Information Form (if applicable)

JV / Consortium/ Association Information	
Name of leading partner (with authority to bind the JV, Consortium/Association during the Bidding process and, in the event a Contract is awarded, during contract execution)	<i>[insert name, address, telephone/fax or cell number, and the e-mail address]</i>
JV's Party Legal Name:	<i>[insert JV's Party legal name] {Attach original copy of document of incorporation/registration of the JV, in accordance with Clause 3 (Eligible Bidders)}</i>
JV's Party Country of Registration:	<i>[insert JV's Party country of registration]</i>
JV's Party Year of Registration:	<i>[insert JV's Party year of registration]</i>
JV's Party Legal Address in Country of Registration:	<i>[insert JV's Party legal address in country of registration]</i>
Consortium/Association's names of each partner/authorized representative and contact information	
Name of partner: _____ Address : _____ Phone Number(s) : _____ Email Address(es) : _____	Name of partner: _____ Address : _____ Phone Number(s) : _____ Email Address(es) : _____
Name of partner: _____ Address : _____ Phone Number(s) : _____ Email Address(es) : _____	Name of partner: _____ Address : _____ Phone Number(s) : _____ Email Address(es) : _____

<p>Consortium/Association Agreement</p>	<p>Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with Clause 3 (<i>Eligible Bidders</i>).</p> <p><input type="checkbox"/> JV Agreement, or letter of intent to enter into such an Agreement, signed by the legally authorized signatories of all the parties</p>
--	--

Signatures of all partners/authorized representatives:

We hereby confirm that if the contract is awarded, all parties of the Joint Venture, or Consortium/Association shall be jointly and severally liable to UN Women for the fulfillment of the provisions of the Contract.

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

vi. Past Performance Statement Form
(for the period up to the last five years)

Order placed by (Full address of purchaser)	Order no & date	Description & quantity of ordered items	Value of Order	Date of completion of Delivery		Reference Information: Contract manager/point-of-contact name, address, telephone number and email address	Remarks indicating reasons of late delivery, if any
				As per Contract	Actual		

Signature and seal of the Bidder: _____

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

vii. No Adverse Action/Judgement Confirmation Form⁶

This is to certify that [check one]:

No adverse action or judgement has been taken against the bidder _____
[bidder's name] and the manufacturers _____ [insert manufacturer's
name], whose products are being offered by the bidder against this Invitation to Bid, in the last 5
(five) years.

The following instances of previous past performance have resulted in adverse actions taken against
the bidder _____ [insert Bidder's name] and the manufacturer(s)
_____ [insert manufacturer(s) name], whose products are
being offered by the bidder, in the last 5 (five) years. Such adverse actions included:

(Indicate date and reasons for adverse actions and result of adverse actions; i.e. suspension or
cancellation of manufacturing license by regulatory authorities, product recalls, blacklisting,
debarment from bidding etc.)

Signature: _____

Name: _____

Designation with stamp:

Date: _____

⁶ The proposer is in sound financial condition based on the financial documentation and information furnished in their proposal which should not show any financial concerns, such as negative net worth, bankruptcy proceedings, insolvency, receivership, major litigation, liens, judgments or bad credit or payment history.

The proposer has not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future.

ANNEX 4

VOLUNTARY AGREEMENT

Voluntary Agreement to Promote Gender Equality and Women's Empowerment

Between

(Name of the Contractor)

And

The United Nations Entity for Gender Equality and the Empowerment of Women

The United Nations Entity for Gender Equality and the Empowerment of Women, a composite entity of the United Nations established by the United Nations General Assembly by its resolution 64/289 of 2 July 2010 (hereinafter referred to as "UN Women") strongly encourages (Name of the contractor) (hereinafter referred to as the "contractor") to partake in achieving the following objectives:

- ☐ Acknowledge values & principles of gender equality and women's empowerment;
- ☐ Provide information and statistical data (that relates to policies and initiatives that promote gender equality and women empowerment), upon request;
- ☐ Participate in dialogue with UN Women to promote gender equality and women's empowerment in their location, industry and organization;
- ☐ Establish high-level corporate leadership for gender equality;
- ☐ Treat women and men fairly at work and respect and support human rights and nondiscrimination;
- ☐ Ensure health, safety and wellbeing of all women and men workers;
- ☐ Promote education, training and professional development for women;
- ☐ Implement enterprise development, supply chain and marketing practices that empower women;
- ☐ Promote equality through community initiatives and advocacy;
- ☐ Measure and publicly report on progress to achieve gender equality.

On behalf of the contractor:

Name: _____, **Title:** _____

Address: _____

Signature: _____

Date: _____

ANNEX 5

GENERAL CONDITIONS OF CONTRACT

CONTRACTS FOR THE PROVISION OF SERVICES

1. **LEGAL STATUS OF THE PARTIES:** The United Nations Entity for Gender Equality and the Empowerment of Women (UN-WOMEN) and the Contractor shall also each be referred to as a “Party” hereunder, and:
 - 1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
 - 1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UN-WOMEN, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. **RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of any services to UN-WOMEN by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:
 - 2.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
 - 2.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UN-WOMEN, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
 - 2.3 At the option of and in the sole discretion of UN-WOMEN:
 - 2.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UN-WOMEN prior to such personnel’s performing any obligations under the Contract;
 - 2.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UN-WOMEN prior to such personnel’s performing any obligations under the Contract; and,

- 2.3.3 in cases in which, pursuant to Article 2.3.1 or 2.3.2, above, UN-WOMEN has reviewed the qualifications of such Contractor's personnel, UN-WOMEN may reasonably refuse to accept any such personnel.
- 2.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
 - 2.4.1 UN-WOMEN may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.
 - 2.4.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UN-WOMEN, which shall not be unreasonably withheld.
 - 2.4.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

UN-WOMEN CONTRACTS FOR THE PROVISION OF SERVICES

- 2.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
- 2.4.5 Any request by UN-WOMEN for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UN-WOMEN shall not bear any liability in respect of such withdrawn or replaced personnel.
- 2.4.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UN-WOMEN officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.
- 2.5 Nothing in Articles 2.2, 2.3 and 2.4, above, shall be construed to create any obligations on the part of UNWOMEN with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
- 2.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UN-WOMEN shall:
 - 2.6.1 undergo or comply with security screening requirements made known to the Contractor by UNWOMEN, including but not limited to, a review of any criminal history;
 - 2.6.2 when within UN-WOMEN premises or on the United Nations property, display such identification as may be approved and furnished by the United Nations security

officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UN-WOMEN for cancellation.

- 2.7 Within one working day after learning that any of Contractor's personnel who have access to any United Nations premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UN-WOMEN about the particulars of the charges then known and shall continue to inform UN-WOMEN concerning all substantial developments regarding the disposition of such charges.
- 2.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UN-WOMEN premises or on the United Nations property shall be confined to areas authorized or approved by UN-WOMEN. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UN-WOMEN premises or on United Nations property without appropriate authorization from UN-WOMEN.
3. **ASSIGNMENT:**
 - 3.1 Except as provided in Article 3.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UN. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UN-WOMEN. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UN-WOMEN. Any such unauthorized delegation, or attempt to do so, shall not be binding on UN-WOMEN.
 - 3.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:
 - 3.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,
 - 3.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,
 - 3.2.3 the Contractor promptly notifies UN-WOMEN about such assignment or transfer at the earliest opportunity; *and*,
 - 3.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UN-WOMEN following the assignment or transfer.
4. **SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UN-WOMEN. UN-WOMEN shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UN-WOMEN reasonably considers is not qualified to perform obligations under the Contract. UNWOMEN shall have the right to require any subcontractor's removal from UN-WOMEN premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-

performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

5. INDEMNIFICATION:

- 5.1 The Contractor shall indemnify, defend, and hold and save harmless, UN-WOMEN, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UN-WOMEN, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:
 - 5.1.1 allegations or claims that the possession of or use by UN-WOMEN of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UN-WOMEN under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,
 - 5.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.
- 5.2 The indemnity set forth in Article 5.1.1, above, shall not apply to:
 - 5.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UN-WOMEN directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*
 - 5.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UN-WOMEN or another party acting under the direction of UN-WOMEN made such changes.
- 5.3 In addition to the indemnity obligations set forth in this Article 5, the Contractor shall be obligated, at its sole expense, to defend UN-WOMEN and its officials, agents and employees, pursuant to this Article 5, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.
- 5.4 UN-WOMEN shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UN-WOMEN or any matter relating thereto, for which only UN-WOMEN itself is authorized to assert and maintain. UN-WOMEN shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

5.5 In the event the use by UN-WOMEN of any goods, property or services provided or licensed to UN-WOMEN by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

- 5.5.1 procure for UN-WOMEN the unrestricted right to continue using such goods or services provided to UN-WOMEN;
- 5.5.2 replace or modify the goods or services provided to UN-WOMEN, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,
- 5.5.3 refund to UN-WOMEN the full price paid by UN-WOMEN for the right to have or use such goods, property or services, or part thereof.

6. INSURANCE AND LIABILITY:

- 6.1 The Contractor shall pay UN-WOMEN promptly for all loss, destruction, or damage to the property of UNWOMEN caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.
- 6.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:
 - 6.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
 - 6.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;
 - 6.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,
 - 6.2.4 such other insurance as may be agreed upon in writing between UN-WOMEN and the Contractor.

- 6.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.
- 6.4 The Contractor acknowledges and agrees that UN-WOMEN accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.
- 6.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UN-WOMEN, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:
 - 6.5.1 name UN-WOMEN as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
 - 6.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UN-WOMEN;
 - 6.5.3 provide that UN-WOMEN shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,
 - 6.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UN-WOMEN.
- 6.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
- 6.7 Except for any self-insurance program maintained by the Contractor and approved by UN-WOMEN for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UN-WOMEN. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UN-WOMEN with evidence, in the form of certificate of insurance or such other form as UN-WOMEN may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UN-WOMEN reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 6.5.3, above, the Contractor shall promptly notify UN-WOMEN concerning any cancellation or material change of insurance coverage required under the Contract.
- 6.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.
7. **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 UN-WOMEN 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 UN-WOMEN.

8. **EQUIPMENT FURNISHED BY UN-WOMEN TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UN-WOMEN to the Contractor for the performance of any obligations under the Contract shall rest with UN-WOMEN, and any such equipment shall be returned to UN-WOMEN at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UN-WOMEN, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNWOMEN for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
9. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
 - 9.1 Except as is otherwise expressly provided in writing in the Contract, UN-WOMEN 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 which the Contractor has developed for UN-WOMEN 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 UN-WOMEN.
 - 9.2 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, UN-WOMEN does not and shall not claim any ownership interest thereto, and the Contractor grants to UN-WOMEN a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
 - 9.3 At the request of UN-WOMEN, 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 UN-WOMEN in compliance with the requirements of the applicable law and of the Contract.
 - 9.4 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 UN-WOMEN, shall be made available for use or inspection by UN-WOMEN at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNWOMEN authorized officials on completion of work under the Contract.
10. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UN-WOMEN OR THE UNITED NATIONS:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UN-WOMEN, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UN-WOMEN or the United Nations, or any abbreviation of the name of UNWOMEN or the United Nations in connection with its business or otherwise without the written permission UN-WOMEN.

11. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or 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 (“Information”), shall be held in confidence by that Party and shall be handled as follows:

11.1 The Recipient shall:

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

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

11.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 11, the Recipient may disclose Information to:

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

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

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

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

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

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

11.4 UN-WOMEN may disclose 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.

11.5 The Recipient shall not be precluded from disclosing 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.

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

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

- 12.1 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.
- 12.2 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, UN-WOMEN shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 13, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UN-WOMEN 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.
- 12.3 *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 UN-WOMEN is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

13. TERMINATION:

- 13.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 16 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.
- 13.2 UN-WOMEN may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UN-WOMEN applicable to the performance of the Contract or the funding of UNWOMEN applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNWOMEN may terminate the Contract without having to provide any justification therefor.

- 13.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UN-WOMEN, the Contractor shall, except as may be directed by UN-WOMEN in the notice of termination or otherwise in writing:
- 13.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;
 - 13.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
 - 13.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UN-WOMEN and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;
 - 13.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;
 - 13.3.5 transfer title and deliver to UN-WOMEN the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;
 - 13.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UN-WOMEN thereunder;
 - 13.3.7 complete performance of the work not terminated; *and*,
 - 13.3.8 take any other action that may be necessary, or that UN-WOMEN may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNWOMEN has or may be reasonably expected to acquire an interest.
- 13.4 In the event of any termination of the Contract, UN-WOMEN shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UN-WOMEN shall not be liable to pay the Contractor except for those goods delivered and services provided to UN-WOMEN in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UN-WOMEN or prior to the Contractor's tendering of notice of termination to UN-WOMEN.
- 13.5 UN-WOMEN may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
- 13.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
 - 13.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
 - 13.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

- 13.5.4 a Receiver is appointed on account of the insolvency of the Contractor;
 - 13.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,
 - 13.5.6 UN-WOMEN reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.
- 13.6 Except as prohibited by law, the Contractor shall be bound to compensate UN-WOMEN for all damages and costs, including, but not limited to, all costs incurred by UN-WOMEN in any legal or non-legal proceedings, as a result of any of the events specified in Article 13.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UN-WOMEN of the occurrence of any of the events specified in Article 13.5, above, and shall provide UN-WOMEN with any information pertinent thereto.
- 13.7 The provisions of this Article 13 are without prejudice to any other rights or remedies of UN-WOMEN under the Contract or otherwise.
14. **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.
15. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UN-WOMEN shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UN-WOMEN 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.
16. **SETTLEMENT OF DISPUTES:**
- 16.1 **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.
 - 16.2 **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 16.1, 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 London Inter-Bank Offered Rate ("LIBOR") 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.

17. **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.

18. **TAX EXEMPTION:**

18.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, 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 authority refuses to recognize the exemptions of UN-WOMEN from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UN-WOMEN to determine a mutually acceptable procedure.

18.2 The Contractor authorizes UN-WOMEN to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UN-WOMEN before the payment thereof and UN-WOMEN 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 UN-WOMEN with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNWOMEN shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UN-WOMEN and paid by the Contractor under written protest.

19. **MODIFICATIONS:**

19.1 Pursuant to the Financial Regulations and Rules of UN-WOMEN, only the Chief Procurement Officer of UNWOMEN, or such other Contracting authority as UN-WOMEN has made known to the Contractor in writing, possesses the authority to agree on behalf of UN-WOMEN to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against UN-WOMEN unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief Procurement Officer of UN-WOMEN or such other contracting authority as UN-WOMEN has made known to the Contracting in writing.

19.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 19.1, above.

19.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UN-WOMEN nor in any way shall constitute an agreement by UN-

WOMEN thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 19.1, above.

20. AUDITS AND INVESTIGATIONS:

- 20.1 Each invoice paid by UN-WOMEN shall be subject to a post-payment audit by auditors, whether internal or external, of UN-WOMEN or by other authorized and qualified agents of UN-WOMEN at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UN-WOMEN shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UN-WOMEN other than in accordance with the terms and conditions of the Contract.
- 20.2 UN-WOMEN 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 term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.
- 20.3 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 UN-WOMEN access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's 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 UN-WOMEN hereunder.

21. LIMITATION ON ACTIONS:

- 21.1 Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 16.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.
- 21.2 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.

- 22. **ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 23 to 28 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNWOMEN to terminate the Contract or any other contract with UN-WOMEN immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

- 23. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UN-WOMEN in connection with the performance of its obligations under the Contract. Should any authority external to UN-WOMEN seek to impose any instructions

concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UN-WOMEN and provide all reasonable assistance required by UNWOMEN. 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 UN-WOMEN or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UN-WOMEN.

24. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UN-WOMEN or the United Nations any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UN-WOMEN or the United Nations or the award thereof or for any other purpose intended to gain an advantage for the Contractor.
25. **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.
26. **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.
27. **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.
28. **SEXUAL EXPLOITATION:**
 - 28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. 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 employees or other persons engaged and controlled by it 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.
 - 28.2 UN-WOMEN shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

ANNEX 6

PROPOSED MODEL FORM OF CONTRACT

INSTITUTIONAL SERVICES CONTRACT

Contract No.

Business Unit:

Organisational Unit/Section/Division/Office/Country:

This Contract is made between the UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN (“UN Women”), and [insert official name of company in full], with its registered offices at [address] (“Contractor”) (Both hereinafter separately and jointly referred to as the “Party” or the “Parties”).

1. CONTRACT DOCUMENTS

The following documents constitute the entire agreement between the Parties with regard to the subject matter hereof (“Contract”), superseding all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject, and in case of ambiguities, discrepancies or inconsistencies between or among them, shall apply in the following order of precedence:

- (a) This document;
- (b) UN Women General Conditions of Contract—Contracts for the Provision of Services, annexed hereto as Annex A (“General Conditions”);
- (c) Terms of Reference, annexed hereto as Annex B (“TOR”);
- (d) [other annexes that may be relevant]

2. SCOPE

The Contractor shall perform services (“Services”) as specified in the TOR. Except as expressly provided in this Contract and in particular the TOR, (i) UN Women shall have no obligation to provide any assistance to the Contractor in performing the Services; (ii) UN Women makes no representations as to the availability of any facilities or equipment which may be helpful or useful for performing the Services (iii) The Contractor shall be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services.

3. DURATION

This Contract shall take effect on the date of the latest signature (the “Effective Date”) and shall remain in effect until [insert date], unless earlier terminated (“Initial Term”). UN Women may, at its sole option, extend the Contract, under the same terms and conditions as set forth in this Contract.

4. PRICE & PAYMENT ⁷

OPTION: (TIME-BASED CONTRACTS)⁸

In full consideration for the complete and satisfactory performance of the Services under this Contract, UN Women shall pay the Contractor a price not to exceed [*insert currency & amount in figures and words*] (“the Maximum Total Amount”). The Maximum Total Amount is not a guaranteed amount. The Fee Schedule in Annex [*insert annex number*] contains the maximum amounts per cost category that are reimbursable under this Contract; such maximum amounts are not guaranteed amounts. The Contractor shall reflect in its invoices the amount of the actual reimbursable costs incurred in the performance of the Services. The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the Maximum Total Amount or of any of the amounts specified in the Fee Schedule for each cost category without the prior written agreement of UN Women. The Contractor shall submit itemized invoices for the work done every [*insert period of time or milestones*].

5. INVOICES

The Contractor shall submit to UN Women an original copy of its invoices, as is required in the preceding Article, specifying, at a minimum, a description of the Services performed, the unit prices in accordance with the Fee Schedule (if relevant), and the total price of the Services, together with such supporting documentation as UN Women may require, as follows:

[*Insert address and contact details for submission of invoices*].

6. PAYMENT

Payments shall be made to the Contractor thirty (30) days from receipt of the Contractor’s invoice and supporting documentation and certification by UN Women that the Services represented by the invoice have been provided and that the Contractor has otherwise performed in conformity with the terms and conditions of this Contract, unless UN Women disputes the invoice or a portion thereof. All payments to the Contractor shall be made by electronic funds transfer to the Contractor’s bank account, as follows:

Name of Bank:
Bank Address:
Bank ID:
Account No:
Title/name:

UN Women may withhold payment in respect of any invoice if it considers that the Contractor has not performed in accordance with the terms and conditions of this Contract or has not provided sufficient documentation in support of the invoice. Where an invoice is disputed in part, UN Women shall pay the Contractor any undisputed portion and the Parties shall consult in good faith to promptly resolve outstanding issues. Once the dispute has been resolved, UN Women shall pay the Contractor the relevant amount within thirty (30) days. The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract or any accrued interest on payments withheld by UN Women in connection with a dispute.

7. NOTIFICATIONS

All notices and other communications between the Parties required or contemplated under this Contract shall be in writing and shall be transmitted to the following:

For UN Women:

[Insert Name, Address, Phone and Email]

For the Contractor:

[Insert Name, Address, Phone and Email]

IN WITNESS WHEREOF, the Parties have, through their authorized representatives, executed this Contract on the date herein below written.

For and on behalf of UN Women:

For and on behalf of the Contractor:

Signature	_____	_____
Name	_____	_____
Title	_____	_____
Date	_____	_____

CONTRACTOR RETAINS 1 ORIGINAL CONTRACT AND RETURNS TO UN WOMEN 1 DULY SIGNED AND DATED ORIGINAL.

ANNEX 7

SUBMISSION CHECKLIST

For email and/or physical delivery the following items should accompany your bid:

Mandatory Returnable Documents	
• <u>Bid Acknowledgement</u>	
• <u>Bidder Information Form</u>	
• <u>Bid Submission Form</u>	
• <u>Financial offer</u>	
• <u>Past Performance Statement Form</u>	
• <u>No Adverse Judgement Confirmation Form</u>	

Other Forms (If Applicable)	
• Joint Venture / Consortium / Association Information Form (if a joint venture)	
• Voluntary Agreement for Promoting Gender Equality in the Workplace (Voluntary)	
• Bid Security Form	
• Performance Security Form	
• Waiver and Release of Indemnity	

Please check-off to confirm the below:	
MODEL FORM OF CONTRACT HAS BEEN READ AND UNDERSTOOD	
THE GENERAL CONDITIONS OF THE CONTRACT HAVE BEEN READ, UNDERSTOOD, DULY REVIEWED BY A LEGAL ENTITY FOR MY ORGANIZATION'S ABILITY TO COMPLY AND ACCEPT ALL TERMS.	

ANNEX 8

ELIGIBILITY CRITERIA

The standard eligibility criteria for suppliers wishing to engage in a contract are laid out below. Further information on doing business with UN Women/ how to become UN Women vendor can be found on [UN Women's website](#).

Legal Capacity: Bidders may be a private, public or government-owned legal entity or any association with legal capacity to enter into a binding Contract with the United Nations Entity for Gender Equality and the Empowerment of Women (UN Women).

Conflict of Interest: Bidders must disclose any actual or potential conflict of interest and they shall be deemed ineligible for this procurement process unless such conflict of interest is resolved in a manner acceptable to UN Women. Conflict of interest is present when:

- A Bidder has a close business or family relationship with a UN Women personnel who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract;
- A Bidder is associated, or has been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by UN Women to provide consulting services for the preparation of the design, specifications, Terms of Reference, and other documents to be used for the procurement of the goods, services or works required in the present procurement process;
- A Bidder has an interest in other bidders, including when they have common ownership and/or management. Bidders shall not submit more than one bid, except for alternative offers, if permitted. This will result in the disqualification of all bids in which the Bidder is involved. This includes situations where a firm is the Bidder in one bid and a sub-contractor on another; however, this does not limit the inclusion of a firm as a sub-contractor in more than one bid.

Failure to disclose any actual or potential conflict of interest may lead to the Bidder being sanctioned further by UN Women.

Ineligibility Lists: A Bidder shall not be eligible to submit an offer if and when at the time of submission, the Bidder:

- is included in the Ineligibility List, hosted by [UNGMI](#), that aggregates information disclosed by Agencies, Funds or Programs of the UN System;
- is included in the [Consolidated United Nations Security Council Sanctions List](#), including the [UN Security Council Resolution 1267/1989](#) list;
- is included in any other Ineligibility List from a UN Women partner and if so listed in the RFQ Instructions.
- is currently suspended from doing business with UN Women and removed from its vendor database(s).

Code of Conduct: All Bidders are expected to embrace the principles of the [United Nations Supplier Code of Conduct](#), reflecting the core values of the Charter of the United Nations. UN Women also expects all its suppliers to adhere to the principles of the [United Nations Global Compact](#) and recommends signing up to the [Womes Empowerment Principles](#).