

# **Request for Quotation (RFQ) for Goods**

**Reference No.: RFQ-KHM-2019-004**

**Supplying One Vehicle for UN Women Cambodia  
Country Office (*Re-advertisement*)**

Dear Sir/Madam,

**Subject:** Request for Quotation (RFQ) for the provision of *Vehicle for UN Women Cambodia Country Office*.

1. The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) is seeking quotation(s) for the procurement of *Vehicle* with specifications described in the annex I to this request for quotation.
2. In order to prepare a responsive quotation, you must carefully review, and understand the contents of the following documents:
  - a. This Invitation letter and Quotation Instruction Sheet (QIS)
  - b. Detailed Technical Specifications of the Goods (Annex 1)
  - c. Quotation Submission Form and Quotation Format (Annex 2)
  - d. UN Women General Conditions of Contract (Annex 3)
  - e. Voluntary Agreement (Annex 4)
  - f. Model Contract for The Provision of Goods (Annex 5)
  - g. Eligibility Criteria (Annex 6)
3. Quotations submitted by email must be limited to a maximum of 5 MB, virus-free or corrupted contents to avoid rejection, and no more than 5 email transmissions.
4. A contract may be awarded to the supplier having submitted the quotation representing the best value for money, i.e. lowest-priced technically-compliant of the proposed offers.
5. At the time of the contract award, UN Women reserves the right to vary the quantity of goods (and services, if applicable) by up to a maximum of twenty-five percent (25%) of the total offer without any change in the unit price or other terms and conditions. Therefore, suppliers must indicate, in their quotation, if any price/quantity restrictions are associated with their offer.
6. It is UN Women's intention to issue the contract as presented herein the RFQ documents. Therefore, offerors should ensure any due diligence regarding the legal review and ability to be compliant to all contract terms and conditions is undertaken prior to the submission of your quotation. Submission of a quotation will be confirmation of accepting UN Women General Conditions of Contract included herein.
7. In the case two (2) quotations are evaluated and found to be the same ranking in terms of technical qualification and price, UN Women will award contract to the company that is either women-owned or has a majority women employed. This is in support of UN Women's core mandate. In the case that both companies are women-owned or have a majority women employed, UN Women will request best and final offer from both suppliers and shall make a final comparison of the competing suppliers.
8. UN Women reserves the right to accept or reject any quotation, and to cancel the process and reject all quotations at any time prior to the award of contract without thereby incurring any liability to the suppliers or any obligation to inform the suppliers of the grounds for such action.
9. At any time prior to the deadline for the submission of quotations, UN Women may, for any reason, whether at its own initiative or in response to a clarification requested by a supplier, modify the

RFQ by way of a written amendment. All suppliers that have received the RFQ shall be notified in writing of any such amendments. In order to offer suppliers reasonable time to take any such amendments into account in preparing their quotations, UN Women may, at its discretion, extend the deadline for the submission.

10. The Quotation Instruction Sheet (QIS) below provides the requisite information for the Supplier as guide to respond to this request.

### QUOTATION INSTRUCTION SHEET (QIS)

Instruction to Suppliers	Specific Requirements
<b>Deadline for Submission of Quotation</b>	Date and Time: <b>29 August 2019 by 5.00 pm, Local time in Phnom Penh, Cambodia.</b> This is an absolute deadline, Quotation received after this date and time will be disqualified.
<b>Method of Submission</b>	<input type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail <input checked="" type="checkbox"/> <b>Electronic submission of Quotation: cco.procurement@unwomen.org</b>
<b>Address for Quotation Submission</b>	<input checked="" type="checkbox"/> <b>Electronic submission of Quotation: cco.procurement@unwomen.org</b> Quotations should be submitted to the designated address by the date and time of the deadline given.
<b>Language of the Quotation</b>	<input checked="" type="checkbox"/> English
<b>Quotation Currencies</b>	Any freely convertible currency: <b>US\$</b>
<b>Quotation Validity Period commencing after closing date of RFQ</b>	<b>90 days</b> UN Women may exceptionally request vendor to extend quotation validity beyond the initial period indicated in the RFQ. Request will be communicated in writing.
<b>Partial Quotes</b>	<input checked="" type="checkbox"/> Not permitted; <input type="checkbox"/> Permitted
<b>Payment Terms</b>	<input checked="" type="checkbox"/> 100% upon completion and satisfactory receipt of goods
<b>Alternative Offer</b>	<input type="checkbox"/> Authorized <input checked="" type="checkbox"/> Not authorized Alternative offer is authorized when it represents an improvement over the original offer in terms of exceeding the minimum performance parameters of the request, and is proposed by suppliers as an optional way of fulfilling the needs of the end user.
<b>Clarifications of solicitation documents</b>	Requests for clarification may be submitted <b>2 days</b> before the submission date to: <b>cco.procurement@unwomen.org</b> If the clarification email is different from the submission email address, do not submit any official quotes to the clarification email address. Doing so may invalidate your quote and UN Women will not be able to consider it Clarification requests of this RFQ shall include the following subject header format: <b>"RFQ# Request for Clarification from Vendor Name"</b> Suppliers shall not communicate with any other UN personnel regarding this RFQ. UN Women shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UN Women to extend the deadline date, unless UN Women deems that such an extension is justified and necessary.

<b>Contact for requesting clarifications:</b>	Address: <b>UN WOMEN CAMBODIA COUNTRY OFFICE (CCO)</b> E-mail address dedicated for this purpose: <b>cco.procurement@unwomen.org</b> Suppliers must not communicate with any other personnel of UN Women regarding this RFQ.  UN Women shall have no obligation to confirm receipt or response to query for any form of communication sent to an email other than the designated email address.
<b>Responses to clarification requests will be binding on all Suppliers and will be distributed via:</b>	<input type="checkbox"/> Paper Mail <input checked="" type="checkbox"/> <b>E-mail: cco.procurement@unwomen.org</b> <input type="checkbox"/> UN Women Website
<b>Expected Delivery Date and Time.</b> <b>Quotations can be rejected if the delivery date and time exceeds the stipulated date and time requested in the RFQ</b>	<input checked="" type="checkbox"/> <b>45-60 days from the issuance of the Purchase Order</b>  Time Zone of Reference: Jakarta/Bangkok
<b>Mode of Transportation</b>	<input type="checkbox"/> Air; <input type="checkbox"/> Sea; <input checked="" type="checkbox"/> <b>Land</b>
<b>Value Added Tax on Price Quotation</b>	<input type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> <b>Must be exclusive of VAT and other applicable indirect taxes</b>
<b>Evaluation Criteria</b>	Standard Eligibility Criteria are specified in Annex 6. <input checked="" type="checkbox"/> Technical responsiveness/Full compliance to specification requirements and lowest price <input checked="" type="checkbox"/> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the UN Women General Conditions of Contract <input checked="" type="checkbox"/> Earliest Delivery / Shortest Lead Time
<b>Type of Contract to be Signed</b>	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Short form De Minimis Contract for Services

11. UN Women's vendor protest procedure provides an opportunity for appeal to supplier(s) who believe that they were not treated fairly. This link provides further details regarding UN Women's vendor protest procedures.

Suppliers, 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 supplier; 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.

12. UN Women implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UN Women, as well as third parties involved in UN Women activities. UN Women expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link: [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)
13. This letter is not to be construed in any way as an offer to contract with your organization.

Yours sincerely,

***Operations/Procurement Unit***

***UN Women Cambodia Country Office***

## ANNEX 1

# SCHEDULE OF REQUIREMENTS OF GOODS

## Vehicle for UN Women Cambodia Country Office

QTY	Descriptions	Minimum Requirements
1 Set	Drive Train	2WD
	Seating Capacity	7
	Body Type	5 Door
	Model Year	Min. 2019
	<b>Dimensions and Weight</b>	
	Dimensions LxWxH (mm)	Min. 4,400 x 1,500 x 1,600
	Wheelbase (mm)	Min. 2,500
	Minimum Ground Clearance (mm)	220
	Curb Weight (kg)	Min. 1,200
	Gross Vehicle Weight (kg)	Min. 1,800
	<b>Engine</b>	
	Fuel System	Electronic fuel injection
	Fuel Type	Gasoline
	Engine	Min. 1.5 L
	Fuel tank	Min. 40 L
	Type	4 Cylinders, 16-Valve DOHC
	Displacement	Min. 1,400 cc
	Max. Output	77/6,000
	<b>Chassis</b>	
	Tire	Min. 215/60R17
	Turning Radius	Min. 5.2/5.7 m
	Break	Ventilated disc (Front) and Leading-Trailing (Rear)
	Suspension	Strut Stabilizer/5-Link Stabilizer
	<b>Interior</b>	
	Multi information display	LCD
	Steering	EPS
	Inside rear view mirror	Day and Night
	Power door lock	Auto
	Room Lamp	FR1 + RR1
	Luggage Room Lamp	Include
	Seat Material	Fabric
	Air Conditioner	Dual
	Bluetooth	with
	Audio/Speaker	High performance audio system
	Accessory Connector	Include
	Park Assist	Front and Rear (Distance control)

Exterior	
Front fog and driving lamp	Modern fog lamps with dark chrome ornament
Daytime running light	Include
Headlamp	LED/Smoke
Light control system	Auto
Front grille	Chrome
Side turn signal lamp	Outer mirror
Outside door handle	Lock
Front/Rear side	Green tempered
Antenna	Include
Spare tire	Include
Spare wheel carrier	Roll up
Safety/Security	
SRS Airbags	8
Anti-lock Braking System (ABS)	Include
Vehicle Stability Control	Include
Emergency Brake Signal	Include
Back Monitor	Include camera
Seat Belt	Include
Key reminder warning	Include
Anti-theft system	Include
<b>Expected** Delivery Date:</b>	<b>15 October 2019</b>
Location:	UN Women Cambodia Country Office: Phnom Penh Center, Building A–6th Floor, Suite 626, Sothearos Blvd. (No. 3), corner of Sihanouk Blvd. (No. 274), Sangkat Tonle Bassac, Khan Chamkamorn, 12301 Phnom Penh, Cambodia Tel: + 855-23860928, + 855-23860929
<b>Preferred INCOTERM:</b>	<b>DAP</b>

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



## ANNEX 2

# QUOTATION SUBMISSION FORMS

## STATEMENT OF CONFIRMATION

*[The supplier shall fill in this form with no alterations or substitutions to its format and content]*

To: **UN Women Cambodia Country Office**  
**Phnom Penh, Cambodia**

Date: *[insert date of Quotation Submission]*

We, the undersigned, declare that:

- (a) We (representatives of this company, inclusive of any associated legal representatives) have examined the minimum requirements, terms and clauses and have no reservations to the RFQ including all annexes;
- (b) We agree to abide by this RFQ and in accordance with the UN Women General Conditions of Contract (Annex IV) and will not request any changes to the existing terms, conditions and clauses;
- (c) We offer to supply in conformity with the RFQ, the following **Vehicle for UN Women Cambodia Country Office** and undertake, if our offer is accepted, to commence and complete delivery of all goods specified in the contract within the time frame stipulated;
- (d) We offer to supply for the sum as may be ascertained in accordance with the Quotation submitted and with the instructions under the Quotation Instruction Sheet;
- (e) Our offer shall be valid for a period of [\_\_\_] days from the date fixed for opening the RFQ, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We understand that UN Women is not bound to accept the lowest evaluated quotation or any other quotation that you may receive.

### SIGNATURE AND CONFIRMATION OF THE RFQ

PROVIDED THAT A PURCHASE ORDER IS ISSUED BY UN WOMEN **WITHIN THE QUOTATION VALIDITY PERIOD STATED ABOVE**, THE UNDERSIGNED HEREBY COMMITS, SUBJECT TO THE TERMS OF SUCH PURCHASE ORDER, TO FURNISH ANY OR ALL ITEMS AT THE PRICES OFFERED AND TO DELIVER SAME TO THE DESIGNATED POINT(S) WITHIN THE DELIVERY TIME STATED ABOVE. THE UNDERSIGNED HEREBY SIGNS IN CONFIRMATION THAT THEY HAVE REVIEWED THE RFQ AND AGREE TO UN WOMEN CONTRACT MODEL AND THE GENERAL CONDITIONS OF CONTRACT.

*Exact name and address of company*

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

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: (TYPE OR PRINT) \_\_\_\_\_

FUNCTIONAL TITLE OF AUTHORIZED

SIGNATORY: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**This quotation submission form MUST be duly completed and returned with the QUOTATION, along with confirmation that the products are in accordance with specifications and requirements of UN Women. The quotation "MUST" be submitted in the vendor's business letterhead stationery. Failure to do so may result in disqualification of your QUOTATION.**

## Quotation Format

**TABLE 1: Item Description and Price**

UNIT PRICES (Indicate the Price & Currency of Quotation):					
ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	CURRENCY (please specify):	
				UNIT PRICE & indicate whether DAP, FCA, CIP, CPT, and/or other (please specify)	TOTAL PRICE, (inclusive of shipping)
1.					
2.					
3.					

TOTAL PRICES (Indicate the Price & Currency of Quotation)	
TOTAL DAP, FCA, CIP, CPT, other <i>[please specify]</i> PRICE:	
FREIGHT/INSURANCE/HANDLING COSTS:	
TOTAL COST:	

**TABLE 2: Estimated Operating Costs (if applicable)**

List of Consumable Item/s (Include fast moving parts, if any)	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price per Item

**TABLE 3: 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: <i>[minimum delivery lead time]</i>			
Estimated weight/volume/dimension of the Consignment: <i>[minimum measurements]</i>			
Country/ies Of Origin <sup>1</sup> :			
Validity Period of Quotation: <i>[minimum validity period required]</i>			
Warranty and After-Sales Requirements			
a) Training on operations and maintenance			

<sup>1</sup> If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UN Women if awarded the PO/contract.

b) Minimum one (1) year warranty on both parts and labor			
c) Service unit to be provided when the purchased unit is under repair			
d) Brand new replacement if purchased unit is beyond repair			
e) Other requirements <i>[pls. specify]</i>			

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

*[If applicable:]*

*UN Women will not be charged for any samples as separate line items and expects the vendor to be able to provide at least 1 sample per request for any changes requested within scope. UN Women expects any provision of samples to be part of the vendor's business cost and inclusive of the pricing offered above. If samples are to be returned, please provide a self-addressed and stamped envelope.*

## ANNEX 3

# UN WOMEN GENERAL CONDITIONS OF CONTRACT

The GCs can be accessed by supplier from UN W website (<http://www.unwomen.org/en/about-us/procurement>) or directly by clicking on the below link:

<http://www.unwomen.org/~media/commoncontent/procurement/unwomen-generalconditionsofcontract-mixedgoodsservices-en.pdf>

## ANNEX 4

# VOLUNTARY AGREEMENT TO PROMOTE GENDER EQUALITY

## 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 (\_\_\_\_\_) (hereinafter referred to as the "Contractor") to partake in achieving the following objectives:

- ☐ Acknowledge values & principles of gender equality (<http://www.unwomen.org/en/about-us/guiding-documents>) and women's empowerment (<http://weprinciples.org/Site/PrincipleOverview/>);
- ☐ 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, including through equal pay policies;
- ☐ Ensure health, safety and wellbeing of all women and men workers;
- ☐ Promote education, training and professional development for women;
- ☐ Hold gender-specific trainings or courses for staff;
- ☐ 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: \_\_\_\_/\_\_\_\_/\_\_\_\_

DD

MM

YYYY

## ANNEX 5

# MODEL FORM OF CONTRACT

Cleared by the Office of Legal Affairs  
UNHQ/NY December 2012

## MODEL CONTRACT FOR THE PROVISION OF GOODS

CONTRACT NO. [NUMBER]

BETWEEN

THE UNITED NATIONS ENTITY ON GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN  
AND

[NAME OF CONTRACTOR]

FOR THE PROVISION OF [TYPE OF GOODS]

=====

This document is intended to be a generic model contract for the procurement of goods. This model contract has been prepared to ensure that United Nations contracts for the procurement of goods maintain uniform provisions and to accommodate the Organization's need to operate globally and in multiple legal systems. The particular terms, conditions, and circumstances of a procurement action may require the addition, deletion, or modification of certain provisions, in consultation with OLA, as appropriate. Accordingly, when preparing a contract between the Organization and a supplier of goods based on this document, careful attention should be paid when modifying the terms and conditions set forth herein to ensure that such terms and conditions are relevant to the particular procurement exercise concerned, reflect the essential requirements for the agreement between the parties and are consistent with the balance of the document.

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**CONTRACT NO. PD/CO[\_\_\_\_]/[\_\_\_\_]**  
**BETWEEN**  
**THE UNITED NATIONS ENTITY ON GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN**  
**AND**  
**[NAME OF CONTRACTOR]**  
**FOR THE PROVISION OF [DESCRIBE GOODS]**

This Contract is entered into between the United Nations Entity on Gender Equality and the Empowerment of Women, an international, inter-governmental organization established by the United Nations General Assembly by its resolution 64/289 of 2 July 2010, and having its Headquarters in New York, N.Y. 10017, U.S.A. (“UN-Women”) and [name of Contractor], a [type of entity] organized under the laws of [jurisdiction], and having its principal office at [address] (the “Contractor”). UN-Women and the Contractor are collectively referred to herein as the “Parties,” and each individually as a “Party.”

**WITNESSETH**

**WHEREAS**, UN-Women wishes to purchase [type of goods] in accordance with the terms and conditions set forth in this Contract (as defined below);

**WHEREAS**, the Contractor represents that it possesses the requisite knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, willing, and able to provide such goods in accordance with the terms and conditions set forth in this Contract;

[**WHEREAS**, [any other relevant background information appropriate for placing the Contract in proper context]; and

**NOW THEREFORE** in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE 1**

**CONTRACT DOCUMENTS**

1.1 This document, together with the Annexes attached hereto and referred to below, all of which are incorporated herein and made part hereof, constitute the entire contract between UN-Women and the Contractor for the purchase of [type of goods] (the “Contract” or this “Contract”):<sup>2</sup>

<sup>2</sup> OLA recommends against incorporating UN-Women’s solicitation document (e.g., RFP, ITB, RFQ) and the Contractor’s proposal/bid as contract documents insofar as the former contains matters of an administrative and not a contractual nature, and the Contractor’s proposal/bid may contain provisions which are either contrary to UN-Women’s privileges and immunities and/or contain the Contractor’s caveats or proposed changes which contradict UN-Women’s requirements as described in UN-Women’s solicitation document. In some cases, the Organization may have no choice other than to reference UN-Women’s solicitation document and Contractor’s proposal/bid in order to successfully conclude a contract with a particular Contractor. In such cases, UN-Women’s solicitation document and the Contractor’s proposal/bid should be listed separately and provide that these documents are referred to only as aids in interpretation of the rights and obligations of the Parties under the Contract but shall not be construed, for any purposes or under any circumstances, as creating any such rights or obligations. In those cases, the following provision could be included at the end of Article 1.1:

“The following documents are referred to in this Contract only as aids in interpretation of the rights and obligations of the Parties under the Contract but shall not be construed, for any purposes or under any circumstances, as creating any such rights or obligations: (a) United Nations [Request for Proposals (RFPs-xxxx) // Invitation to Bid (ITB-xxxx)] dated [date], as amended by Amendment[s] No.xxx dated [date[s]]; and (b) the Contractor’s technical and financial proposals in response to [RFPs-xxxx // ITB-xxxx], dated [date], as clarified by (i) the UN’s Request for Technical Clarification, dated [date]; and (ii) the Contractor’s Clarification Responses for [RFPs-xxxx // ITB-xxxx], dated [date]. The documents referred to in this Article 1.2 are not attached hereto but are known to, and in the possession of, the Parties.”

Annex A:	UN-Women General Conditions of Contract – Contracts for the Provision of Goods (the “General Conditions”);
Annex B:	Document setting forth the goods to be procured and the technical specifications and/or the description for same, clearly evidencing UN-Women’s requirements (the “Specifications”) <sup>3</sup> ;
[Annex C:]	[Price schedule (“the Price List”)] <sup>4</sup> ;
[Annex D:]	[Form of Performance Security]; [and]
[Annex E...:]	[other Annexes] <sup>5</sup> .

1.2 The documents comprising this Contract are complementary of one another, but in case of ambiguities, discrepancies, or inconsistencies between or among them, the following order of priority shall apply:

- 1.2.1 First, this document;
- 1.2.2 Second, Annex A;
- 1.2.3 Third, Annex B;
- [1.2.4] [Fourth, Annex C;]
- [1.2.5] [Fifth, Annex D;] [and]
- [1.2.6...] [other Annexes].<sup>6</sup>

1.3 This Contract embodies the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as herein expressly set forth.

1.4 Any notice, document or receipt issued in connection with this Contract shall be consistent with the terms and conditions of this Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of this Contract shall prevail.

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<sup>3</sup> A document setting forth the Goods to be procured and the technical specifications and/or the description for same, clearly evidencing UN-Women’s requirements should be included as a separate Annex even if UN-Women’s solicitation document and/or the Contractor’s proposal/bid are listed as aids in interpretation of the rights and obligations of the Parties.

<sup>4</sup> If the relevant pricing for the Goods are not fully described in Article 5.1, a Price List should be included as a separate Annex.

<sup>5</sup> Include as additional Annexes other documents that are relevant to the terms and conditions of the Contract (*e.g.*, forms of documents called for in the Contract such as forms of Performance Security (*e.g.*, standby letter of credit, independent bank guarantee), or form of Order, *etc.*). If the Goods will be requested via Order form, then the form of the Order should be included as an Annex.

<sup>6</sup> Modify order of priority of Annexes after the General Conditions, as appropriate, provided, however, the General Conditions should prevail over all other Annexes.

1.5 This Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with this Contract, shall be deemed to include, and shall be interpreted and applied consistently with, the provisions of Article 16 (Settlement of Disputes) and Article 17 (Privileges and Immunities) of the General Conditions.

## **ARTICLE 2**

### **EFFECTIVE DATE; TERM OF CONTRACT**

2.1 This Contract shall take effect on [date][the date both Parties have signed this Contract, or if the Parties have signed it on different dates, the date of the latest signature]<sup>7</sup> (the “Effective Date”).

2.2 This Contract shall remain in effect until [date][for a period of time] from the Effective Date], unless earlier terminated in accordance with the terms of this Contract (the “Initial Term”). [UN-Women may, at its sole option, extend the Initial Term of this Contract, under the same terms and conditions as set forth in this Contract, for a maximum of [number] additional period[s] of up to [time period] each (the “Extended Term”). UN-Women shall provide a written notice of its intention to do so at least [number] days prior to the expiration of the then Initial Term.]

## **ARTICLE 3**

### **REPRESENTATIONS AND WARRANTIES; RESPONSIBILITIES OF THE CONTRACTOR**

#### Representations and Warranties

3.1 The Contractor represents and warrants that:

- 3.1.1 it is duly organized, validly existing and in good standing;
- 3.1.2 it has all necessary power and authority to execute and perform this Contract;
- 3.1.3 the execution and performance of this Contract will not cause it to violate or breach any provision in its charter, certificate of incorporation, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument;
- 3.1.4 this Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms;
- 3.1.5 all of the information it has provided to UN-Women concerning the provision of the Goods pursuant to this Contract is true, correct, accurate and not misleading;
- 3.1.6 it is financially solvent and is able to provide the Goods to UN-Women in accordance with the terms and conditions of the Contract; and

[3.1.7...any other relevant representations and warranties regarding the Contractor that are appropriate]

<sup>7</sup> If the Contract becomes effective on the date both Parties have signed the Contract, Procurement should ensure that the Parties’ signatures are dated, since the absence of the dates leads to ambiguity as to when the Contract takes effect. Alternatively, depending on the Contract, the Effective Date can be a date certain.



## Responsibilities of the Contractor

3.2<sup>8</sup> [The Contractor shall supply to UN-Women the goods as described in the Specifications (the “Goods”), in the quantities and at the times specified in the Specifications and conforming to the terms and conditions of this Contract.]

3.2<sup>9</sup> [The Contractor shall supply to UN-Women [total quantity] [a minimum of [amount] of] [and up to a maximum of [amount] of] goods as described in the Specifications (the “Goods”), conforming to the terms and conditions of this Contract. The Contractor shall supply the Goods only upon issuance by UN-Women of duly executed Orders (as defined below) in accordance with this Contract. Each supply of Goods shall be in the quantities and at the times specified in the relevant Order and shall in all other respects be in accordance with the requirements set forth in this Contract and such Order.<sup>10</sup> [The Parties agree and understand that UN-Women shall not be obligated to exceed the minimum quantity(ies) of Goods specified in this Article 3.2.]<sup>11</sup>

[3.3 The Parties acknowledge that nothing in this Contract commits, or shall be construed as committing, UN-Women to deal with the Contractor as an exclusive or sole-source supplier of the Goods.<sup>12</sup>]

3.4 [In the event that an Order does not contain all information required to fulfil the Order, the Contractor shall promptly contact UN-Women by [means of transmission].]<sup>13</sup>

3.5 [Any special packing and marking requirements in addition to those in Article 4.3 (Packaging of the Goods) of the General Conditions]. [The Contractor shall not be entitled to any additional compensation for packing or marking the Goods.]

3.6 The Contractor shall deliver the Goods [[specify appropriate Incoterm, location and freight forwarding agent, if any] (INCOTERMS 2010),]<sup>14</sup> [in accordance with the Incoterm (INCOTERMS 2010) and to the location

<sup>8</sup> This version of Article 3.2 is to be used where the Contractor is to supply specific quantities of Goods and the quantities and times of supply are specified in the Contract or its Annexes.

<sup>9</sup> This version of Article 3.2 (including sub-articles 3.2.1 and 3.2.2) is to be used when the Contractor is to supply the Goods under the Contract by means of Orders, as in “requirements” or “systems” contracts.

<sup>10</sup> See “Guide to UN General Conditions of Contract: Commentary and Utilization in UN Procurement Activities,” paragraph 37, under “A Note Concerning ‘Requirements’ Contracts”, advising that such contracts specify a minimum quantity of goods to be ordered by the Organization, especially where the Organization does not commit to deal with the Contractor as its exclusive supplier.

<sup>11</sup> This sentence should be included only when Article 3.2 specifies a minimum quantity, but UN-Women does not commit to exceed that quantity.

<sup>12</sup> See “Guide to the UN General Conditions of Contract: Commentary and Utilization in UN Procurement Activities”, paragraph 37, under “A Note Concerning ‘Requirements’ Contracts”, explaining the general practice of including this non-exclusivity provision, and the exception to this practice noted therein.

<sup>13</sup> This Article should be used only when the UN-Women is to order Goods from the Contractor by means of Orders.

<sup>14</sup> INCOTERMS, which were first adopted by the International Chamber of Commerce (“ICC”) in 1936, are standardized and widely-recognized trade terms to be included by agreement of the parties in contracts for the sale of goods. INCOTERMS have been revised and up-dated several times since then to reflect changing commercial practices. Therefore, in using INCOTERMS in a sales contract, it is important to specify which version is used. Failure to do so could result in a dispute as to which version the parties intended.

Each INCOTERM encompasses rules setting forth the specific obligations of the seller and buyer, respectively, and the allocation of risks and costs, under that term. These rules are set forth in the ICC’s publication, *Incoterms 2010 – ICC rules for the use of domestic and international trade terms*, ICC Publication No. 715. That publication also contains Guidance Notes and other valuable information concerning the use of INCOTERMS. As with previous versions, INCOTERMS 2010 may be varied by agreement of the parties. However, the introduction to INCOTERMS 2010 cautions that, “to avoid any unwelcome surprises, the parties would need to make the intended effect of such alterations extremely clear in their contract.”

and freight forwarding agent, if any, designated by UN-Women in the Order<sup>15</sup>], in accordance with the terms and conditions of this Contract [and with the other instructions specified in the relevant Order<sup>16</sup>]. The Contractor shall make delivery [no later than [date]] [within [time period] after the Effective Date][by the time specified in the relevant Order, or, if no such time is specified, within [time period] after receipt of the Order].

3.7 The Contractor shall provide UN-Women with written evidence of delivery to [location and freight forwarding agent specified [above] [in the Order<sup>17</sup>]]. Such evidence of delivery shall, at a minimum, consist of an invoice, a certificate of conformity and other supporting shipment documentation (such as airway bills, bills of lading and commercial invoices) customarily utilized in the trade [or as may otherwise be specified in the Order<sup>18</sup>]<sup>19</sup>].

3.8 Partial deliveries of Goods shall not be accepted unless prior written approval for such partial delivery has been given by UN-Women to the Contractor.

3.9 Except as expressly provided in this Contract, 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 of its obligations under this Contract.

#### **[ARTICLE 4 ORDERS]<sup>20</sup>**

[4.1 UN-Women shall issue to the Contractor, from time to time during the [Initial Term][and the Extended Term] orders in the form set out at Annex [\_\_\_], setting out the quantities [and types] of Goods required and other instructions for the delivery of Goods (each, an “Order”). No Order shall be valid unless authorized and signed by a duly authorized UN-Women official. Each Order shall, at a minimum, make reference to this Contract, indicate the quantities [and type(s)] of Goods ordered, [unit price(s) and] total price of Goods being ordered, time of delivery, and destination. Orders shall be transmitted to the Contractor by [means of transmission] [other details of Order transmittal and acknowledgment].]

[4.2 All Orders issued by UN-Women pursuant to this Contract, and all Goods supplied by the Contractor pursuant to such Orders, shall be subject to and governed by the terms and conditions of this Contract, whether or not the Order contains a provision to that effect. In the event of any inconsistency between the terms and conditions of an Order and the terms and conditions of this Contract, the terms and conditions of this Contract shall prevail.]

[4.3 The Contractor shall promptly acknowledge receipt of each Order, and the date of its receipt, by [manner of confirmation]]. Any failure by the Contractor to provide such acknowledgement shall not relieve the Contractor from discharging its obligations under the Contract.

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<sup>15</sup> Use the indicated wording in contracts where UN-Women N orders the Goods by means of Orders.

<sup>16</sup> Use the indicated wording in contracts where UN-Women orders the Goods by means of Orders.

<sup>17</sup> Use the indicated wording in contracts where UN-Women orders the Goods by means of Orders.

<sup>18</sup> Use the indicated wording in contracts where UN-Women orders the Goods by means of Orders.

<sup>19</sup> Use the indicated wording in contracts where UN-Women orders the Goods by means of Orders.

<sup>20</sup> This Article should be included only if the Goods will be ordered by Orders.

[4.4 The Contractor shall accept changes to or cancellations of Orders by UN-Women without penalty or charge, provided UN-Women provide written notice of such change or cancellation not later than [number] days [following issuance of the Order] [prior to the scheduled delivery date].

## **ARTICLE 5 PRICE; PAYMENT**

5.1 The price of the Goods shall be [currency][amount in words and figures] per unit][as set forth in the Price List][a total fixed price of [currency][amount in words and figures] for all of the Goods]. Without prejudice to or limiting the provisions of Article 18 (Tax Exemption) of the General Conditions, the [unit price][Price List][total fixed price of [currency][amount in words and figures] for all of the Goods] are inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract, including, all taxes, duties, levies, fees and other charges of any nature imposed by any authority or entity.<sup>21</sup> [The price of the Goods shall remain firm and fixed during the Initial Term [and the Extended Terms] of the Contract.<sup>22</sup>]

5.2 Payment for any Goods by UN-Women pursuant to this Contract shall not constitute an acceptance of the Goods.

5.3 The Contractor shall submit to UN-Women an original copy of its invoices for all Goods supplied to UN-Women in accordance with this Contract, together with such supporting documentation as UN-Women may require, as follows: [requirements on submission of invoices]. The Contractor's invoice(s) shall specify, at a minimum, a description of the Goods (in accordance with the Specifications), the quantities, the unit prices and total price of the Goods (in accordance with the Price List), [and the Order to which the invoice relates. Unless otherwise authorized in writing by UN-Women, each invoice submitted shall relate to only one Order.]

5.4 [Except as hereinafter provided,<sup>23</sup> ] Payments under this Contract 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 Goods represented by the invoice have been provided and that the Contractor has otherwise performed in conformity with the terms and conditions of this Contract [and the Order to which the invoice relates] [(such certification being in addition to any certification provided under Article 7 hereof)], unless UN-Women disputes the invoice or a portion thereof. Payments shall be made by [description of payment

<sup>21</sup> From recent commercial claims against the Organization that resulted in arbitration, OLA has seen that including a "not to exceed" amount in a contract can be detrimental to the legal interests of the Organization, as contractors have argued that such a not to exceed value gives them a right to expect payment of the full amount, whether the Organization has ordered and received all specified Goods or not. In this regard, UN-Women Financial Rule 2406 requires specification of the "contract [price] or unit price". Thus, because Financial Rule 2406 allows written contracts to specify either contract prices or unit prices, merely specifying unit prices without specifying the entire contract price would be sufficient to comply with Financial Rule 2406 and, indeed, may be appropriate in many cases. In other cases, it may be appropriate to specify the maximum contract price together with unit prices. It is typically useful in contracts where the price is "fixed" or "capped" to include in such contracts a fixed contract price or a maximum contract price. In such cases, by setting a cap (a ceiling or an upper limit) on the contract price, the Contractor bears the risk of cost overruns. In those instances, the inclusion of a fixed price or capped amount limits UN-Women's potential financial liabilities. In cases where contract price is fixed or capped, rather than using the term NTE or Not to Exceed Amount to describe the agreed upon commercial arrangement, we would recommend using terms such as "maximum contract price", "capped amount" or "fixed contract price."

<sup>22</sup> This sentence should be included only if applicable to the Initial Term and/or the Extended Term. Note that if the price is a fixed price, this fixed price should apply for both the Initial Term as well as the Extended Term.

<sup>23</sup> These words should be included only if a retention of payments clause is added.

instructions]. All payments due to the Contractor under this Contract shall be made by electronic funds transfer to the Contractor's bank account, the details of which have been notified by the Contractor, as follows:

Name of Bank: \_\_\_\_\_  
 Bank Address: \_\_\_\_\_  
 Bank ID: \_\_\_\_\_  
 (SWIFT/BIC for non-US bank and ABA number for US bank)

Account No. \_\_\_\_\_  
 Or IBAN: \_\_\_\_\_  
 (IBAN if the bank is within EU/EEA)

BSB: \_\_\_\_\_  
 Bank account \_\_\_\_\_

Title/name: \_\_\_\_\_

Currency of  
 Payment: \_\_\_\_\_

Currency of  
 Bank Account: \_\_\_\_\_

Type of  
 Account: \_\_\_\_\_  
 (indicate if Checking or Savings)  
 Routing  
 Instructions: \_\_\_\_\_  
 (if necessary)

**5.5** [UN-Women shall be entitled to a discount of [amount in words and figures]% on the amount of any invoice, or portion thereof, which is paid in accordance with Article 5 within [number] days from receipt of the Contractor's written invoice, supporting documentation and certification by UN-Women that the Goods represented by the invoice have been provided and that the Contractor has otherwise performed in conformity with the terms and conditions of this Contract.]<sup>24</sup>

**5.6** [To ensure proper performance of the Contract and without prejudice to any other rights of UN-Women in the Contract, UN-Women shall retain [amount]% of each invoice issued by the Contractor, except for the Contractor's final invoice ("Retainage"). UN-Women shall pay the Contractor the Retainage within thirty (30) days after the expiration of the [Initial Term][Extended Terms], provided UN-Women has certified that all Goods referenced in all invoices have been provided and that the Contractor has otherwise performed in conformity with the terms and conditions of this Contract.]<sup>25</sup>

**5.7** The Contractor acknowledges and agrees that UN-Women may withhold payment in respect of any invoice in the event that, in the opinion of UN-Women, the Contractor has not performed in accordance with the terms and conditions of this Contract, or if the Contractor has not provided sufficient documentation in support of the invoice.

<sup>24</sup> This Article should be included only if there are any prompt payment discount.

<sup>25</sup> This Article should be included only if there are any retention of payments.

5.8 If UN-Women disputes any invoice or a portion thereof, UN-Women shall notify the Contractor accordingly, including a brief explanation of why UN-Women disputes the invoice or portion thereof. With respect to disputes regarding only a portion of the invoice, UN-Women shall pay the Contractor the amount of the undisputed portion in accordance with Article 5.4 above. UN-Women and the Contractor shall consult in good faith to promptly resolve outstanding issues with respect to any disputed invoice. Once a dispute regarding an invoice or a portion thereof has been resolved, UN-Women shall pay the Contractor the relevant amount within thirty (30) days after the final resolution of such dispute.

5.9 In addition to any rights and remedies available to it, and without prejudice to any other rights or remedies that UN-Women may have under this Contract, UN-Women shall have the right, without prior notice to the Contractor, any such notice being waived by the Contractor, upon any amounts becoming due and payable hereunder to the Contractor, to set off, against any amount payable by UN-Women under this Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UN-Women to the Contractor) owing by the Contractor to UN-Women hereunder or under any other contract or agreement between the Parties. UN-Women shall promptly notify the Contractor of such set-off and the reasons therefore, provided, however, that the failure to give such notice shall not affect the validity of such set-off.

5.10 Payments made in accordance with this Article shall constitute a complete discharge of UN-Women's obligations with respect to the relevant invoices or portions thereof.

5.11 The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract nor any accrued interest on payments withheld by UN-Women in connection with a dispute.

**[ARTICLE 6]<sup>26</sup>**  
**[INSURANCE]**

[Consult with Insurance and Disbursement Section, as appropriate, regarding the sufficiency of Article 6 (Insurance and Liability) of the General Conditions, for the particular contract, and include here any special or additional provisions as advised by Insurance and Disbursement Section, including thresholds for insurance policies.<sup>27</sup>]

[Additional Insurance Provisions]: In addition to Article 6 (Insurance and Liability) of the General Conditions, the Parties acknowledge and agree that the provisions of this Article [6] shall also apply.

6.1 [General Liability Insurance]: For the purpose of Article 6.2.3 of the General Conditions, "adequate amount" shall mean a minimum [currency][amount in words and figures] for each and every occurrence and in the aggregate giving rise to such claims.

6.2 [Subcontractors]: The Contractor shall cause any subcontractors to maintain insurance coverages in line with provisions of this Article [6] hereof in adequate limits.]

<sup>26</sup> This Article should be included only if there are any special or additional provisions in addition to or different from those in Article 6 (Insurance and Liability) of the General Conditions. If there are no such special or additional provisions, omit this Article 6.

Article 6.7 of the General Conditions requires that, prior to the commencement of any obligations under the Contract, the Contractor must 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. Accordingly, Procurement should ensure that such certificates are provided by the Contractor prior to the commencement of any obligations under the Contract.

<sup>27</sup> To contact the UN Insurance and Disbursement Section, contact Business Facilities at Headquarters: [hq.facilities@unwomen.org](mailto:hq.facilities@unwomen.org). For drafting of particular clauses for particular types of insurance, contact the UN Women Legal Adviser at Headquarters.

**[ARTICLE 7]  
[INSPECTIONS]**

**[7.1 Pre-Delivery Inspection:**

7.1.1 The Contractor shall notify UN-Women when the Goods are ready for pre-delivery inspection. UN-Women or its designated inspection agents may inspect the Goods, at the Contractor's cost, at [pre-delivery location], including analysis of the properties of the Goods and determination that the Goods comply with the applicable Specifications or other requirements of this Contract.

7.1.2 UN-Women or its designated inspection agents shall have the right to express their opinions in the event that they determine that any of the Goods are defective or do not comply with the applicable Specifications or other requirements of this Contract. The Contractor shall give full consideration to these opinions and take necessary measures to remedy such defects or non-compliance at its own expense within [time period] of being notified thereof.

7.1.3 The inspection and testing of the Goods undertaken by UN-Women or its designated inspection agents shall not substitute for the inspection and testing of the Goods upon delivery to UN-Women. UN-Women inspectors or designated agents shall not have the authority to sign any certificate regarding quality or compliance of the Goods with the applicable Specifications or other requirements of this Contract.

7.1.4 The Contractor shall provide UN-Women's inspectors or designated inspection agents with working facilities, such as necessary technical documentation, drawings, testing tools and apparatus. The Contractor shall deal with the necessary formalities for UN-Women's inspectors or designated inspection agents to enter and stay in [location] and shall arrange for their boarding, lodging, medical care and communications. The charges for such working facilities, necessary formalities, boarding, lodging, medical care and communications of UN-Women's inspectors or designated inspection agents shall be borne by [UN-Women][the Contractor].

7.1.5 In the case of any Goods which are not manufactured by the Contractor, the Contractor shall, upon UN-Women's request, obtain from the manufacturer thereof inspection rights which are comparable to those set forth in Articles 7.1.1 to 7.1.4 above.

7.1.6 Neither inspection nor testing hereunder nor failure to undertake any such inspection or testing shall relieve the Contractor of any of its warranty or other obligations under this Contract.]<sup>28</sup>

**[7.2 Post-Delivery Inspection:**

7.2.1 Whether or not a pre-inspection of the Goods has been conducted, following receipt of any Goods, UN-Women or its designated inspection agents shall have the right to inspect the quantities and quality of the Goods and their compliance with the applicable Specifications and other requirements of this Contract, and to conduct analyses of the properties of the Goods in connection with the foregoing.

7.2.2 Neither inspection or testing hereunder nor failure to undertake any such inspection or testing shall relieve the Contractor of any of its warranty or other obligations under this Contract.]<sup>29</sup>

<sup>28</sup> This Article should be included only if UN-Women will be undertaking pre-delivery inspection.

<sup>29</sup> This Article should be included only if UN-Women will be undertaking post-delivery inspection.

**[ARTICLE 8]<sup>30</sup>**

**[RIGHT TO REJECT DEFECTIVE OR NON-CONFORMING GOODS]**

8.1 In addition to, and without limiting any rights or remedies set forth in Articles 4.7 and 4.8 (Rejection of Goods) of the General Conditions, ....]

**ARTICLE 9**

**LICENSES, PERMITS, AND OTHER AUTHORIZATIONS**

9.1 The Contractor shall be responsible for obtaining, at its own cost, all licenses, permits and authorizations from governmental or other authorities necessary for the performance of this Contract.

**[ARTICLE 10]<sup>31</sup>**

**[PERFORMANCE SECURITY]**

10.1 No later than [number] days following the Effective Date of the Contract, the Contractor shall provide to UN-Women, at the Contractor's sole cost and expense, performance security in the form of a [standby letter of credit]/[independent bank guarantee (first demand guarantee)] in accordance with the form set forth in Annex D hereto, or a similar instrument acceptable to UN-Women in its sole discretion, in the amount of [currency][amount in words and figures] (the "Performance Security"). In the event that the relevant contract amount is materially increased, UN-Women shall have the right, at its sole option, to require a corresponding increase in the amount of the Performance Security, which the Contractor shall provide within [number] days following such request.

10.2 The Performance Security shall serve to secure the performance by the Contractor of its obligations in accordance with the terms and conditions of this Contract, and to provide a source of compensation for UN-Women for any failure by the Contractor to perform such obligations. If the Contractor fails to deliver the Performance Security to UN-Women within the time limit specified herein, UN-Women shall, without prejudice to any other rights or remedies, be entitled to withhold payment from any one or more invoices submitted by the Contractor up to the required amount of the Performance Security.

10.3 The Performance Security shall require the Issuer (as defined below) to deliver the money required by UN-Women immediately upon [for standby letter of credit, presentment to the Issuer of a draft]/[for independent bank guarantee (first demand guarantee), a first written demand by UN-Women] in accordance with the requirements of the Performance Security, without having to prove the liability of the Contractor. The Performance Security shall be enforceable without the need to have recourse to any judicial or arbitral proceedings, without any objection, opposition or recourse by the Issuer and without it being necessary to provide evidence to the Issuer of any shortcoming of or any default by the Contractor.

10.4 The Performance Security shall remain valid and in force until [date], subject to extension if so provided in this Contract or the Performance Security. The Performance Security shall not be subject to any form of suspension by interim relief, whether by arbitral order or otherwise.

10.5 In the event the Initial Term of this Contract is extended in accordance with the term and conditions of Article 2.2, the Contractor shall obtain, at its sole cost and expense, an extension of the Performance Security.

<sup>30</sup> This Article should be included only if there are any rights or remedies in addition to or different from those in Articles 4.7 and 4.8 (Rejection of Goods) of the General Conditions. If there are no such additional rights or remedies, omit this Article 8.

<sup>31</sup> This Article should be included only if a performance security will be required. If a performance security is required, then Procurement should ensure that such original performance security is provided to Procurement by the Contractor in accordance with the timeframe as specified under the Contract.



The Contractor shall obtain such extension within thirty (30) days after the date of such request, or if the Performance Security would expire sooner than thirty (30) days after such date, prior to such expiration. If the Contractor fails or refuses to obtain such extension, UN-Women shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract. In the event that the Performance Security contains a provision for automatic extension, the Contractor shall notify UN-Women in writing of each such automatic extension not later than thirty (30) days prior to the date on which the Performance Security would otherwise expire. In the absence of such notice, or if the Contractor notifies UN-Women that the Performance Security will not be extended, UN-Women shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract.

10.6 The Performance Security shall be issued by a prime commercial and accredited financial institution acceptable to UN-Women in its sole discretion (the “Issuer”). If the Issuer of the Performance Security files for bankruptcy or is declared bankrupt, becomes insolvent or is liquidated or its right to do business is suspended or terminated, the Contractor shall within five (5) days thereafter provide another Performance Security, which shall be issued by an Issuer and in a form acceptable to UN-Women. The Contractor shall have an obligation to promptly notify UN-Women in writing in the event that any of the foregoing has occurred or is likely to occur. If the Contractor fails or refuses to comply with the foregoing obligations, UN-Women shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract.]

## [ARTICLE 11]<sup>32</sup> [LIQUIDATED DAMAGES]

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[11.1 The Contractor acknowledges the requirement of UN-Women that the Goods be provided in accordance with the time periods<sup>33</sup> set forth in this Contract [and Orders issued hereunder]. In particular, UN-Women will suffer both financial loss and inconvenience as a result of late performance. The Contractor therefore acknowledges that time is of the essence in relation to the provision of the Goods.

11.2 In the event of the Contractor’s failure to comply with the time periods in the Contract, without prejudice to any other rights or remedies that UN-Women may have under this Contract or otherwise, UN-Women may, at its sole option, demand liquidated damages for such delay (“Liquidated Damages”). Such Liquidated Damages shall be [percentage of delivery amount, or any other amount representing a reasonable pre-estimate of damages to be suffered by UN-Women for the Contractor’s delay], for each [period of time] of delay beyond the date upon which the Goods were due to have been delivered.

11.3 The Parties agree that any rights to terminate this Contract shall have no effect on UN-Women’ right to claim Liquidated Damages pursuant to this Article 11.

11.4 UN-Women shall have the right to deduct any Liquidated Damages to which it is entitled under the terms of this Contract from any monies due from UN-Women to the Contractor, or to recover the same as a debt due from the Contractor.

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<sup>32</sup> This Article should be included only in contracts where liquidated damages are appropriate. For guidance in this respect, see “Guide to UN-Women General Conditions of Contract: Commentary and Utilization in UN Procurement Activities”, paragraphs 38-40.

<sup>33</sup> If this provision is to be used, then the Contract needs to exclude explicit delivery dates. The location for such delivery dates in the Contract will depend on the nature of the Contract. For example, the Order form may include the delivery date, if Order forms are to be used, or the Specifications may include the delivery date, if the delivery date is known at the time of preparation of the Specifications. Alternatively, an additional sentence may need to be included at the end of Article 11.1 listing the actual delivery date if the Order form or the Specifications do not include a delivery date, as follows: “The Contractor agrees to provide the Goods to UN-Women on or before [date].”



11.5 Liquidated Damages shall be payable by virtue of the sole fact of the delay without the need for any previous notice or any legal or arbitral proceedings, or proof of damage, which shall in all cases be considered as ascertained.]

## **ARTICLE 12 WARRANTIES**

12.1 In addition to, and without limiting the warranty provisions in the General Conditions, the Contractor shall warrant that the Goods are contained or packaged in a manner adequate to protect the Goods.

[12.2... any other additional applicable warranties relating to the Goods.]

## **ARTICLE 13 NOTICES**

13.1 Except as otherwise specified in this Contract, all notices and other communications between the Parties required or contemplated under this Contract shall be in writing and shall be delivered either by (i) personal delivery; (ii) recognized overnight delivery service; (iii) postage prepaid, return receipt requested, certified mail; or (iv) confirmed facsimile, transmitted to the Party for whom such notice or communication is intended, at the address or facsimile number shown below, or such other address or number as the intended recipient previously shall have designated by written notice given pursuant to this Contract:

If to the Contractor:

[Name and address of Contractor]

Attn: [name/title]

Fax: [number]

If to UN-Women:

Procurement Section

UN-Women

220 East 42<sup>nd</sup> Street

New York, NY 10017

U.S.A.

Attn: Chief

Fax: [number]

[Department/Office administering the Contract]

United Nations

[address]

Attn: [name/title]

Fax: [number]

13.2 Notices and other communications required or contemplated by this Contract delivered by mail or recognized overnight delivery service shall be effective on the date they are officially recorded by the postal or delivery service as delivered to (or refused by) the intended recipient by return receipt or equivalent. Such notices and other communications delivered by facsimile shall be deemed to have been delivered to and received by the addressee, and shall be effective, on the date indicated on the facsimile confirmation. Such notices and other communications delivered in person shall be effective on the date of actual receipt.

## ARTICLE 14 MISCELLANEOUS

14.1 Without limiting the provisions of Article 19 (Modifications) of the General Conditions, no terms or provisions of this Contract shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the Party giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Contract shall constitute a consent to, or excuse or waiver of, any other subsequent breach.

14.2 If any provision of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

14.3 Headings and titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract for any purpose whatsoever.

14.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.

14.5 Unless the context otherwise clearly indicates, all references to the singular herein shall include the plural and vice versa.

14.6 This Contract and everything herein contained shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns. No other person shall be a third party beneficiary hereof or have or be entitled to assert rights or benefits hereunder.

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

**FOR [NAME OF CONTRACTOR]**

**FOR UN-WOMEN**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

## **ANNEX A**

### **UN-WOMEN GENERAL CONDITIONS OF CONTRACT CONTRACTS FOR THE PROVISION OF GOODS**

Available at

<https://intra.unwomen.org/management/Legal%20Support/Agreement%20Templates/GENERAL%20CONDITIONS%20FOR%20GOODS%20-%20ENGLISH.pdf>.

## **ANNEX B SPECIFICATIONS**

## **ANNEX C PRICE LIST**

**[ANNEX D]  
[FORM OF PERFORMANCE SECURITY]<sup>34</sup>**

**[Form of First Demand Guarantee]**

[Bank Stationery]

[Date]

[Procurement Section]

[UN-WOMEN]

[220 East 42<sup>nd</sup> Street]

[New York, NY 10017]

[U.S.A.]

[Attn: Mr. Akhtar Zazai, Director]

[Fax:]<sup>35</sup>

“Beneficiary”

[Name of Contractor]

[Address of Contractor]

“Principal”

Reference:      Our Guarantee No. ....  
For .....

Dear Sirs and Madams:

1.        At the request of [name of the Contractor], we, as Guarantor, hereby undertake to pay to you, the Beneficiary, or your accredited representative on first written demand the sum of [currency][amount in words and figures] or such lesser sum of money as you may by such written demand require to be paid accompanied by your written statement that the Principal identified above is in breach of its obligations under the contract identified in paragraph 2, without the need to specify the respect in which the Principal is in breach. Such statement shall be conclusive evidence of your entitlement to payment in the amount demanded, up to the amount of this Guarantee. The amount of this guarantee is [currency][amount in words and figures].

2.        The Beneficiary and the Principal have entered into a contract [insert contract number], dated [date], for the provision of services by the Principal to [describe services] (the “Contract”).

3.        This Guarantee shall remain valid until [[insert date that is between 60 and 180 days after the end of the Initial Term of the Contract] or [insert date that is between 60 and 180 days after the end of the Extended Term of the Contract, if any]]<sup>36</sup>. It is understood that written demand for payment under this Guarantee must be received by the Issuer not later than the expiration of this Guarantee.

4.        Subject to paragraph 5, below, this Guarantee is governed by the Uniform Rules for Demand Guarantees, ICC Publication No. 758. The supporting statement under Article 15(a) thereof is excluded.

<sup>34</sup> If Performance Security is required to be provided by the Contractor, please select whether it should be in the form of a First Demand Guarantee or Standby Letter of Credit.

<sup>35</sup> Procurement to confirm.

<sup>36</sup> The closing date of the Guarantee must be specified. If there is an extension of the initial term of the Contract, and the Guarantee expires prior to that date, Procurement will need to obtain an extension of the Guarantee.

5. Nothing herein or related hereto: (i) shall be deemed a waiver or any agreement to waive any of the privileges and immunities of UN-Women, or (ii) shall be interpreted or applied in a manner inconsistent with such privileges and immunities.

Yours faithfully,

For and on behalf of [name of issuer bank]

{Bank's Official Seal}

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Name:

Title:

## [FORM OF STANDBY LETTER OF CREDIT]

DATE: [\_\_\_\_\_]

BENEFICIARY: UN-WOMEN  
220 EAST 42<sup>ND</sup> STREET,  
NEW YORK, NY

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: [\_\_\_\_\_]

1. AT THE REQUEST AND FOR THE ACCOUNT OF [NAME OF CONTRACTOR]<sup>37</sup> (“APPLICANT”), WE HEREBY ISSUE OUR IRREVOCABLE DOCUMENTARY CREDIT IN YOUR FAVOR IN THE AGGREGATE AMOUNT OF [CURRENCY][NUMBER IN WORDS AND FIGURES]<sup>38</sup>, EFFECTIVE IMMEDIATELY, WHICH SHALL BE AVAILABLE BY SIGHT DRAFT OR DRAFTS PRESENTED AT OUR OFFICE AT [ADDRESS IN NEW YORK], NEW YORK, NEW YORK, WHEN ACCOMPANIED BY YOUR SIGNED AND DATED STATEMENT WORDED SUBSTANTIALLY AS FOLLOWS:  
“THE UNDERSIGNED REPRESENTATIVE OF THE UNITED NATIONS<sup>39</sup> (“BENEFICIARY”) REPRESENTS THAT THE BENEFICIARY IS ENTITLED TO DRAW UPON THE REFERENCED LETTER OF CREDIT IN THE AGGREGATE AMOUNT OF [CURRENCY][NUMBER IN WORDS AND FIGURES].”
2. WE HEREBY ENGAGE TO HONOR YOUR DRAFTS WHEN PRESENTED IN ACCORDANCE WITH THE TERMS OF THIS CREDIT.
3. PARTIAL DRAWINGS ARE PERMITTED. THIS LETTER OF CREDIT MAY BE DRAWN DOWN IN MULTIPLE DRAFTS.
4. THIS LETTER OF CREDIT IS GOVERNED BY THE INTERNATIONAL STANDBY PRACTICES (ISP98), ICC DOCUMENT NO. 590.
5. THIS LETTER OF CREDIT EXPIRES WITH OUR CLOSE OF BUSINESS ON [INSERT DATE THAT IS BETWEEN 60 AND 180 DAYS AFTER THE END OF THE INITIAL TERM OF THE CONTRACT]<sup>40</sup>. [<sup>41</sup>IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT EXCEPT AS TO THE EXTENDED EXPIRATION DATE, FOR SUCCESSIVE [TWELVE MONTH] PERIODS (AND A FINAL EXTENSION PERIOD THAT MAY BE LESS THAN TWELVE MONTHS) UP TO AND INCLUDING [INSERT DATE THAT IS BETWEEN 60 AND 180 DAYS AFTER THE END OF THE EXTENDED TERM OF THE CONTRACT, IF

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<sup>37</sup> The “applicant” will be identified here. The applicant is usually the same as UN-Women’s counterparty under the value (or “underlying”) transaction. It makes no legal difference in the protection afforded by the Letter of Credit if these parties differ, but care should be taken to see that the Letter of Credit as a whole unmistakably references the correct underlying transaction.

<sup>38</sup> Specify the amount guaranteed and the currency in which payable.

<sup>39</sup> Specify a constituent agency if pertinent.

<sup>40</sup> The closing date of the Standby Letter of Credit must be specified.

<sup>41</sup> This bracketed provision is known as an “Evergreen” clause. It is appropriate for construction works that are expected to take more than one year to complete. It is also appropriate for other long-term contracts (such as requirements contracts) that may be performed repeatedly over an extended period of time.

ANY]<sup>42</sup>. WE HEREBY AGREE TO GIVE YOU WRITTEN NOTICE OF SUCH EXTENSIONS IN WRITING NOT LATER THAN THE (30<sup>TH</sup>) THIRTIETH DAY PRECEDING ANY DATE ON WHICH THIS LETTER OF CREDIT WOULD OTHERWISE EXPIRE, AND ON OR BEFORE THE SAME DATE OF EACH YEAR THEREAFTER DURING THE TERM HEREOF. IF FOR ANY REASON WE DETERMINE THAT THIS LETTER OF CREDIT SHALL NOT BE EXTENDED, WE HEREBY AGREE TO SEND YOU WRITTEN NOTICE THEREOF IN WRITING BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. IN THE EVENT THIS CREDIT IS NOT EXTENDED FOR AN ADDITIONAL PERIOD AS PROVIDED ABOVE, YOU MAY DRAW UP TO THE FULL BALANCE HEREUNDER.]

6. SUCH DRAWING IS TO BE MADE BY MEANS OF A DRAFT ON US AT SIGHT, WHICH MUST BE PRESENTED TO US BEFORE THE THEN EXPIRATION DATE OF THIS LETTER OF CREDIT.
7. THIS LETTER OF CREDIT CANNOT BE MODIFIED OR REVOKED WITHOUT YOUR WRITTEN CONSENT.
8. YOUR RIGHTS UNDER THIS LETTER OF CREDIT SHALL BE PERFORMED STRICTLY IN ACCORDANCE WITH THE TERMS OF THIS CREDIT, IRRESPECTIVE OF ANY LACK OF VALIDITY OR UNEFORCEABILITY OF THE CONTRACT OR THE EXISTANCE OF ANY CLAIM, SET-OFF, DEFENSE OR ANY OTHER RIGHTS WHICH THE APPLICANT MAY HAVE AGAINST YOURSELVES. YOUR RIGHTS UNDER THIS CREDIT SHALL BE ENFORCEABLE WITHOUT THE NEED TO HAVE RECOURSE TO ANY JUDICIAL OR ARBITRAL PROCEEDINGS. ANY OBLIGATIONS HEREUNDER SHALL BE FULFILLED BY US WITHOUT ANY OBJECTION, OPPOSITION OR RECOURSE
9. THIS CREDIT IS NOT TRANSFERABLE OR ASSIGNABLE IN ANY RESPECT OR BY ANY MEANS WHATSOEVER.
10. NOTHING HEREIN OR RELATED HERETO: (I) SHALL BE DEEMED A WAIVER OR AN AGREEMENT TO WAIVE ANY OF THE PRIVILEGES AND IMMUNITIES OF THE UNITED NATIONS, OR (II) SHALL BE INTERPRETED OR APPLIED IN A MANNER INCONSISTENT WITH SUCH PRIVILEGES AND IMMUNITIES.

Yours faithfully,

For and on behalf of <name of issuer bank>

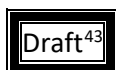
{Bank's Official Seal}

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Name, Title

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<sup>42</sup> This post-completion drawing window is intended to give the parties time to address issues such as delivery of "turnover" documents when, for example, construction works are concluded. It is not intended to facilitate making the letter of credit serve as security for a warranty obligation.



[At sight]/[\_\_\_ days after sight]<sup>44</sup>, pay to the order of UN-WOMEN the sum of [currency][amount in words and figures].

This draft is presented pursuant to Letter of Credit No. [\_\_\_], issued by the drawee<sup>45</sup> and dated [date].

# UN-WOMEN

\_\_\_\_\_

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

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

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

To: [Name and Address of Bank that issued the Letter of Credit]

<sup>43</sup> A draft or bill of exchange is a negotiable instrument that is used in letter of credit practice to document the right of the beneficiary to receive payment. An instrument of this kind may be collected by depositing it with a bank with which UN-Women maintains a banking relationship. The process is known in the banking community as “Outward Collections.”

<sup>44</sup> The “sight” draft is payable at once upon presentation. In practice, the issuing bank will have three to five days in which to examine the documents and assure itself that they conform to the requirements of the letter of credit. If the contract provides for a grace period after presenting the draft (and other documents required by the letter of credit), then the draft will be payable a definite period after sight, i.e., after presentation of the draft and other documents. These deferred payment drafts are often much more affordable for contractors. Their payment is no less certain, and Procurement Officers should weigh the lower cost of deferred payment instruments against the potential that UN-Women will incur costs tied to the time-value of money if payment is deferred.

<sup>45</sup> “Drawee”: means the bank at which the draft is payable.



## ANNEX 6

# 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 [UNGM](#), 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](#).