

Request for Quotation (RFQ) for Goods
Reference No.: RfQ17/01639: Production,
supply and installation of office furniture (UN
Women)

09 November 2017

Dear Sir/Madam,

Subject: Request for Quotation (RFQ17/01639) for the production, supply and installation of office furniture for UN Women office.

1. The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) is seeking quotation(s) for production, supply and installation of office furniture and partitions as described in the Annex 1 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 Form of Contract (Annex 5)
 - g. Detailed Office Design with reference to furniture placement in the office and measurements (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 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
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)

Instructions to Suppliers	Specific Requirements
Deadline for Submission of Quotation	Date and Time: November 16, 2017 4:00 PM (Moldova local Time) (for local time reference, see www.greenwichmeantime.com) This is an absolute deadline, Quotation received after this date and time will be disqualified.
Method of Submission	<input checked="" type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail <input checked="" type="checkbox"/> Electronic submission of Quotation
Address for Quotation Submission	<input checked="" type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail: UN Women Moldova 131, 31 August 1989 Street MD-2012 Chisinau Republic of Moldova Attention: Registry Office/Procurement <input checked="" type="checkbox"/> Official Address for e-submission: tenders-Moldova@undp.org <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Format: PDF files only <input checked="" type="checkbox"/> Max. File Size per transmission: 5 MB <input checked="" type="checkbox"/> No. of copies to be transmitted: 1 (one) <input checked="" type="checkbox"/> Mandatory subject of email for Quotation: "RfQ17/01639: Production, supply and installation of office furniture (UN Women)" <input checked="" type="checkbox"/> Time Zone to be Recognized: Moldova (GMT+2:00) Quotations should be submitted to the designated address by the date and time of the deadline given.
Language of the Quotation	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input checked="" type="checkbox"/> Others Romanian or Russian
Quotation Currencies¹	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Moldovan Lei
Quotation Validity Period commencing after closing date of RFQ	60 days UN Women may exceptionally request vendor to extend quotation validity beyond the initial period indicated in the RFQ. Request will be communicated in writing.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms²	<input checked="" type="checkbox"/> 100% upon completion and satisfactory receipt of goods
Alternative Offer	<input checked="" type="checkbox"/> 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,

¹ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UN Women preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UN Women's issuance of Purchase Order.

² UN Women preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UN Women shall require the vendor to submit a bank guarantee or bank cheque payable to UN Women, in the same amount as the advanced payment made by UN Women to the vendor.

Instructions to Suppliers	Specific Requirements
	and is proposed by suppliers as an optional way of fulfilling the needs of the end user.
Clarifications of solicitation documents	<p>Requests for clarification may be submitted 3 business days before the submission date.</p> <p>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</p> <p>Clarification requests of this RFQ shall include the following subject header format: “RFQ17/01639: Request for Clarification from Vendor Name”</p> <p>Proposers shall not communicate with any other UN personnel regarding this RFQ.</p>
Contact for requesting clarifications:	<p>E-mail address dedicated for this purpose: vladimir.paraschiv@unwomen.org</p> <p>Suppliers must not communicate with any other personnel of UN Women regarding this RFQ.</p> <p>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.</p>
Responses to clarification requests will be binding on all Suppliers and will be distributed via:	<input checked="" type="checkbox"/> UNDP Moldova procurement website.
Expected Delivery Date and Time. <i>Quotations can be rejected if the delivery date and time exceeds the stipulated date and time requested in the RFQ</i>	<input checked="" type="checkbox"/> 30 calendar days from the issuance of the Purchase Order
Exact Address of Delivery Location	202, Stefan cel Mare Blvd; Chisinau (UN Women office, 3rd floor)
Mode of Transportation	<input type="checkbox"/> AIR <input type="checkbox"/> SEA <input checked="" type="checkbox"/> LAND <input type="checkbox"/> OTHER
Delivery Terms [INCOTERMS 2010]	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP
Customs clearance, if needed, shall be done by:	<input type="checkbox"/> UN Women <input checked="" type="checkbox"/> Supplier/Offeror <input type="checkbox"/> Freight Forwarder
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 18 months <input checked="" type="checkbox"/> Others: fixing/assembling of furniture in the office premises
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Company profile (short info up to 1 page); <input checked="" type="checkbox"/> Copy of Company’s Registration Certificate; <input checked="" type="checkbox"/> Copy of relevant licenses/authorisations for furniture production; <input checked="" type="checkbox"/> Detailed technical description of the offered goods; <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.

Instructions to Suppliers	Specific Requirements
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ³ ; <input checked="" type="checkbox"/> Minimum 2-year experience in the field; <input checked="" type="checkbox"/> Availability of relevant licenses/authorization for furniture production; <input checked="" type="checkbox"/> Full acceptance of the UN Women General Conditions of Contract; <input checked="" type="checkbox"/> Maximum delivery period not to exceed 20 calendar days upon signature of contract;
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Other Type/s of Contract Contract for Goods
UN Women will award to:	<input checked="" type="checkbox"/> One and only one supplier
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 15 day
Conditions for release of payment	<input checked="" type="checkbox"/> Complete Installation <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements

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

13. This letter is not to be construed in any way as an offer to contract with your organization.

Yours sincerely,



Galina Corgoja,
Operations Manager

³ UN Women reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

ANNEX 1

SCHEDULE OF REQUIREMENTS OF GOODS

Items to be supplied	Description / Specifications of Goods (As per Annex 6 herewith)	Q-ty	Latest Delivery Date
Item 8	столік журнальний (см. Лист АІ-16)	1	20 December 2017
Item 9	стул для засідань	14	20 December 2017
Item 10	стол для засідань (см. Лист АІ-14)	1	20 December 2017
Item 14	стол робочий (см. прилаг. докум.)	7	20 December 2017
Item 14	стол робочий h=710 (см. Лист АІ-34)	1	20 December 2017
Item 16	тумбочка перекатна (см. прилаг. докум.)	10	20 December 2017
Item 19	кресло офісне	8	20 December 2017
Item 20	стул офісний	23	20 December 2017
Item 22	стол кухонний (см. Лист АІ-31)	2	20 December 2017
Item 23	кухня мебелі (см. Лист АІ-29-30)	1	20 December 2017
Item 26	шкаф великий для одягу (см. Лист АІ-32)	1	20 December 2017
Item 27	шкаф у колонни в осях "2"- "С" (см. Лист АІ-33)	1	20 December 2017
Item 28	перегородка по осі "2" в осях "С" і "D" (см. Лист АІ-28)	2	20 December 2017
Item 29	тумба приоконна 3-х секційна (см. Лист АІ-35-36)	6	20 December 2017
Item 30	тумба приоконна 2-х секційна (см. Лист АІ-35-36)	2	20 December 2017
Item 31	тумба приоконна односекційна (см. Лист АІ-35-36)	4	20 December 2017

Примечания:

1. Данный лист см. совместно с АІ-4 и АІ-19.
2. Чертежи мебели из старого офиса см. прилагаемые документы.
3. Незаполненные поля в данной таблице заполняются при выборе мебели совместно с заказчиком в салонах-магазинах и фирмах производителей мебели.
4. Стоимость мебели дана ориентировочно - исходя из анализа стоимости индивидуальной мебели у местных производителей.

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

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 in Moldova**
131, 31 August 1989 Street,
MD-2012 Chisinau, Republic of Moldova

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 **RFQ17/01639**, for **Production, supply and installation of office furniture (UN Women)** 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 **60** 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

AUTHORIZED SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

ADDRESS: _____

NAME: (TYPE OR PRINT) _____

FUNCTIONAL TITLE OF AUTHORIZED SIGNATORY: _____

PHONE NO.: _____

E-MAIL ADDRESS: _____

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: Offer to Supply Goods Compliant with Technical Specifications and Requirements

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)
Items to be supplied	Description / Specifications of Goods (As per Annex 6 herewith)	Q-ty			
Item 8	столік журнальний (см. Лист АІ-16)	1	Рс.		
Item 9	стул для засідань	14	Рс.		
Item 10	стол для засідань (см. Лист АІ-14)	1	Рс.		
Item 14	стол робочий (см. прилаг. докум.)	7	Рс.		
Item 14	стол робочий h=710 (см. Лист АІ-34)	1	Рс.		
Item 16	тумбочка перекатна (см. прилаг. докум.)	10	Рс.		
Item 19	кресло офісне	8	Рс.		
Item 20	стул офісний	23	Рс.		
Item 22	стол кухонний (см. Лист АІ-31)	2	Рс.		
Item 23	кухня мебел (см. Лист АІ-29-30)	1	Рс.		
Item 26	шкаф великий для одягу (см. Лист АІ-32)	1	Рс.		
Item 27	шкаф у колонни в осях "2"- "С" (см. Лист АІ-33)	1	Рс.		
Item 28	перегородка по осі "2" в осях "С" і "D" (см. Лист АІ-28)	2	Рс.		
Item 29	тумба приоконна 3-х секційна (см. Лист АІ-35-36)	6	Рс.		
Item 30	тумба приоконна 2-х секційна (см. Лист АІ-35-36)	2	Рс.		
Item 31	тумба приоконна односекційна (см. Лист АІ-35-36)	4	Рс.		
TOTAL PRICES (Indicate the Price & Currency of Quotation)					
TOTAL DAP, FCA, CIP, CPT, other [please specify] PRICE:					
FREIGHT /INSURANCE/HANDLING COSTS:					
TOTAL COST:					

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: 30 calendar days from Contract Signature			
Validity Period of Quotation: 60 calendar days			
Warranty and After-Sales Requirements			
a) Warranty for repair and maintenance at site for 18 months from the date of supply and delivery of furniture			

Compliance Requirements :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>Provide reasons for non-compliance</i>
b) Fixing/assembling of furniture in office premises			
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.

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-goods-en.pdf>

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 \(http://www.unwomen.org/en/about-us/guiding-documents\)](http://www.unwomen.org/en/about-us/guiding-documents) and [women’s empowerment \(http://weprinciples.org/Site/PrincipleOverview/\)](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

CONTRACT NO. [NUMBER]

BETWEEN

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

AND

[NAME OF CONTRACTOR]

FOR PRODUCTION, SUPPLY AND INSTALLATION OF FURNITURE ON UN WOMEN PREMISES

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; **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”):

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”) and Price schedule (“the Price List”);

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;

1.3 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.

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] (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”).

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; and
- 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.

Responsibilities of the Contractor

3.2 [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.]

3.3 The Contractor shall deliver the Goods[in accordance with the Incoterm (INCOTERMS 2010) and to the location and freight forwarding agent, if any, designated by UN-Women, in accordance with the terms and conditions of this Contract. The Contractor shall make delivery no later than 21 calendar days after the Effective Date.

3.4 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.

3.5 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

PRICE; PAYMENT

4.1 The price of the Goods shall be 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 [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. The price of the Goods shall remain firm and fixed during the Initial Term [and the Extended Terms] of the Contract.

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

4.3 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) to which the invoice relates.

4.4 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, unless UN-Women disputes the invoice or a portion thereof. Payments shall be made by UNDP Molodva on behalf of UN Women. 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)

4.5 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.

4.6 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.

4.7 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.

4.8 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.

4.9 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 5

LICENSES, PERMITS, AND OTHER AUTHORIZATIONS

5.1 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 6

LIQUIDATED DAMAGES

6.1 The Contractor acknowledges the requirement of UN-Women that the Goods be provided in accordance with the time periods set forth in this Contract. 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.

6.2 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 0.1% of contract for every day of delay, up to a maximum duration of 1 calendar month of delay beyond the date upon which the Goods were due to have been delivered.

6.3 The Parties agree that any rights to terminate this Contract shall have no effect on UN-Women's right to claim Liquidated Damages pursuant to this Article 6.

6.4 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.

6.5 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 7

WARRANTIES

7.1 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.

ARTICLE 8

NOTICES

8.1 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]

e-mail:

If to UN-Women:

Name and address of UN Women

Attn: [name/title]

Fax: [number]

e-mail:

8.2 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 9

MISCELLANEOUS

9.1 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.

9.2 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.

9.3 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.

9.4 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.

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

9.6 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]

By: _____

Name: _____

Title: _____

Date: _____

FOR UN WOMEN

By: _____

Name: _____

Title: _____

Date: _____