

**Request for Proposal**  
**Reference No.:**  
**UNW/MWI30/RFP/2017/001**  
***CATERING SERVICES***

30 August 2017

Dear Sir/Madam,

**Subject: Request for Proposal (RFP) for Catering Services for UN Agencies in Malawi**  
**RFP UNW/MWI30/RFP/2017/001**

1. The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) on behalf of UN Agencies in Malawi, plans to procure Catering Services as described in this Request for Proposal and its related annexes. UN Women now invites sealed proposals from qualified proposers for providing the requirements as defined in these documents.
2. In order to prepare a responsive proposal, you must carefully review, and understand the contents of the following documents:
  - a. This letter (and the included Proposal Instruction Sheet (PIS)
  - b. Instructions to Proposers ([Annex 1](http://www.unwomen.org/~media/commoncontent/procurement/rfp-instructions-en.pdf)) available from this link:  
<http://www.unwomen.org/~media/commoncontent/procurement/rfp-instructions-en.pdf>
  - c. Terms of Reference (TOR) (Annex 2)
  - d. Evaluation Methodology and Criteria (Annex 3)
  - e. Format of Technical Proposal (Annex 4)
  - f. Format of Financial Proposal (Annex 5)
  - g. Proposal Submission Form (Annex 6)
  - h. Voluntary Agreement for to Promote Gender Equality and Women's Empowerment (Annex 7)
  - i. Proposed Model Form of Contract (Annex 8)
  - j. General Conditions of Contract (Annex 9)
  - k. Joint Venture/Consortium/Association Information Form (Annex 10)
  - l. Submission Checklist (Annex 11)
3. The Proposal Instruction Sheet (PIS) -below- provides the requisite information (with cross reference numbers) which is further detailed in the [Instructions to Proposers \(Annex-I –see above link\)](#).

## PROPOSAL INSTRUCTION SHEET (PIS)

Detailed Instruction governing below listed summary of the “instructions to proposers” are available in the Annex I (“Instruction to Proposers”) accessible from this link:

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

Cross Ref. to Annex I	Instruction to Proposers	Specific Requirements as referenced in Annex I
4.2	<b>Deadline for Submission of Proposals</b>	<p>Date and Time: <b>Friday 22 September 2017 12:00 AM</b> Malawi time</p> <p>[for local time reference, see <a href="http://www.greenwichmeantime.com">www.greenwichmeantime.com</a>]</p> <p>City and Country: <b>Lilongwe, Malawi</b></p> <p>This is an absolute deadline. Any proposal received after this date and time will be disqualified.</p>
4.1	<b>Manner of Submission</b>	<p><input checked="" type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail</p> <p><input checked="" type="checkbox"/> Electronic submission of Proposal</p>
4.1	<b>Address for Proposal Submission</b>	<p><input checked="" type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail: UN Women Malawi AREA13, Evelyn court compound P.O BOX 31774 Lilongwe3 Malawi</p> <p><input checked="" type="checkbox"/> Electronic submission of Proposal: <b>Technical Proposal:</b> <a href="mailto:Malawi.procurement@unwomen.org">Malawi.procurement@unwomen.org</a> <b>Financial Proposal:</b> <a href="mailto:Malawi.hr@unwomen.org">Malawi.hr@unwomen.org</a> Proposals should be submitted to the designated address by the date and time of the deadline given.</p>
3.1	<b>Language of the Proposal:</b>	<p><input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish</p> <p><input type="checkbox"/> Other (pls. specify) _____</p>
3.4.2	<b>Proposal Currencies</b>	<p>Currency: <input checked="" type="checkbox"/> <input type="text" value="MWK"/></p>

3.5	<b>Proposal Validity Period</b> commencing after the deadline for submission of proposals (see 4.2 above)	90 days <input type="text"/>
2.4	<b>Clarifications of solicitation documents</b>	Requests for clarification shall be submitted <input type="text" value="7"/> days before the deadline for submission of proposal.  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 address for requesting clarifications on the solicitation documents</b>	Requests for clarification should be addressed to the e-mail address: <a href="mailto:info.mw@unwomen.org">info.mw@unwomen.org</a>  Clarification emails should include a subject header in the following format:  "UNW RFP Reference # <b>UNW/MWI30/RFP/2017/001</b> , Request for Clarification, Company/Contractor Name"  Proposers must not communicate with any other personnel of UN Women regarding this RFP.  <b><u>The e-mail address above is for clarifications ONLY.</u></b>  <b><u>IMPORTANT: Do not send or copy the e-mail address above while submitting a proposal. Doing so will disqualify your proposal.</u></b>
2.5	<b>Pre-Proposal/Bid Meeting</b>	<input checked="" type="checkbox"/> Not applicable  <input type="checkbox"/> Mandatory:  <input type="checkbox"/> Optional:
3.9	<a href="#">Proposal Security</a>	<input checked="" type="checkbox"/> Not Required  Proposal Security is not foreseen to be required by UN Women at this stage; however, UN Women reserve the rights to request a Performance Security from the successful bidder at any stage.

7.4	<a href="#">Performance Security</a>	<input checked="" type="checkbox"/> Not Required Performance Security is not foreseen to be required by UN Women at this stage; however, UN Women reserve the rights to request a Performance Security from the successful proposer at any stage.
3.2	<b>Waiver &amp; Release of Indemnity (If there is a site visit/inspection)</b>	<input checked="" type="checkbox"/> Not Required No site inspections/visits are necessary and therefore a waiver/release of indemnity is not required.

4. The proposer will be selected based on the Evaluation Methodology and Criteria indicated in Annex III.
5. This letter is not to be construed in any way as an offer to contract with your organization.

Yours sincerely,

**UN WOMEN MALAWI**

## ANNEX 2

# TERMS OF REFERENCE (TOR)

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UN Women Country Office– Malawi  
AREA 13, EVELYN COURT COMPOUND  
P.O BOX 31774  
Lilongwe3, Malawi



## TERMS OF REFERENCE (TOR) FOR CATERING SERVICES

### 1. BACKGROUND

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UN Women is leading this procurement exercise for provision of Catering Services to the UN Agencies working in Malawi whom are as follows:  
UNICEF, UNDP, WFP, UNHCR, UN WOMEN, UNAIDS, WHO, IOM, UNFPA, ILO, FAO, UNESCO.

The purpose of this present tender is to conclude an LTA with successful Catering Service Provider(s) for an initial period of one (1) year. The successful provider(s) shall be contracted for an initial period of one (1) year, with the contract renewable on an annual basis up to 3 (three) years (1+1+1+1) subject to satisfactory contract performance and continuing needs of the services.

### 2. OBJECTIVE

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UN Agencies host many events with its counterparts, stakeholders and staff in its offices and the vicinity of the UN complex and wishes to enter into a Long-Term Agreement (LTA) with upto three (3) qualified Companies hereinafter referred as Vendor (s) to guarantee provision of catering services to events hosted by the Country Offices such as meetings, conferences, and workshops in Lilongwe.

The agreement shall be “non-exclusive” and not impose a minimum guarantee on volume sales on the part of UN Agencies. The UN Agencies has the right to purchase the same or similar services from other suppliers, at its sole discretion.

### 3. SCOPE OF WORK

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The Catering Service Provider should be able to:

- Cater appropriately to a wide range of event types, sizes, durations and customer requirements;
- Cater for all dietary preferences and preparing all type of dishes, i.e. Vegetarian, Non-Vegetarian, Continental, International and Halal;
- Maintains consistency in high quality of food and services;
- Flexibility and responsiveness to changing customer requirements;
- The quality of food prepared must adhere to acceptable food industry standards and must be prepared in a clean and hygienic manner in accordance with all health and safety regulations;
- Ensure that collection and clean-up of goods and leftover's after the event is conducted, unless prior agreement with the agency to the contrary has been made;
- Proposed rates must be valid for 12 months (duration of the initial LTA) after the date of last signature of the agreement, the effective date;
- The providers who manage to pass the selection criteria will be invited to UN Procurement/OMT group for a sample event. It is expected that the sample events will be communicated.
- **The food service provider shall also be responsible for decoration specifically:**
  - Provision and usage of high standard and relevant Food warmers and all appliances necessary for catering;
  - Provide high quality cutlery, crockery, and all other catering equipment required to successfully serve high quality services;
  - Provide high quality personnel, waiters / serving people where ever needed.

### 4. CRITICAL CONDITION OF SERVICE

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- Delivery of equipment and setting up of food must be completed at least 45 minutes before food is served;
- The preferred service provider should be able to respond within 12 hours and ensure that delivery and set up is ready at least 45 minutes before the start of an event;
- Service provider must be able to deliver services within 12 hours of placing the order;
- The service provider shall not duplicate lunch/breakfast buffet when booked for consecutive days;

## **5. DURATION OF CONTRACT**

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The duration of the framework contract will be initial period of one (1) year, with the contract renewable on an annual basis up to 3 (three) years (1+1+1+1) subject to satisfactory contract performance and continuing needs of the services. Proposed rates must be valid for 12 months after the date of last signature of the agreement, the effective date.

## **6. PLACE OF PERFORMANCE OF THE CONTRACT**

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Catering services will primarily be provided at the premises of any of the UN Agencies as per request. Occasionally delivery of services to alternative premises may be required.

## **7. PERFORMANCE STANDARDS:**

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Penalty as per the General Terms and Conditions of the LTA will be imposed on the caterer in the following cases:

- If there is two (2) hours delay in service;
- If the food supplied by the caterer is substandard / non-quality or insufficient;
- If more than 50% of the total participants / staff / guests rate the services provided by the Caterer as poor;
- The Caterer shall be solely responsible for any consequences due to food poisoning;
- Any staff of the Caterer, whose service is not satisfactory, would be replaced by the Caterer, in consultation with UN Agencies Country Offices.

## **8. DOCUMENTATION FOR QUALIFICATION REQUIREMENTS**

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Minimum Qualification:

- The Service Provider should have not less than three (3) years of proven experience in provision of Catering services;
- The Service Provider should hold food preparation, hygiene and customer care qualifications;
- Provide a list of events catered for over the last 12 months (list minimum 3 references with contacts);
- The Service Provider must meet the minimum requirements for the Lilongwe City Assembly on running food supply business;
- Should have adequate, experienced and skilled workforce in provision of catering services and customer care including being able to communicate well in spoken and written English;
- Should be registered with the Registrar of Companies.



## 9. SELECTION CRITERIA

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All interested Bidders should submit a technical and financial proposal. The proposals will be evaluated and selected based on the evaluation criteria presented below. All evidence documents should be provided as attachment in the proposal package.

To this end, the technical proposal shall contain the following information to allow evaluation of the tender according to the technical criteria:

- A description of the organisation and staffing structure (including the number of staff and subcontractors) available for the activities covered by the contract.
- Relevant documentation proving that rules and regulations are followed in the field of catering services.
- A list and description of recent activities (in the last 12 months) in the field of catering services. Reference letters, certificates of service, thank you notes etc from these past events should be provided as attachments to the proposal if available
- An elaborate description on how the services will be provided to UN, including specified contact person and team coordination.
- The proposal should specify how they will ensure quality control of the services throughout the contractual period.
- Provide evidence of legal capacity (A tenderer is asked to prove that they are authorised to perform the contract under the national law as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register).
- Provide evidence of financial capacity, last year Audited financial report

## EVALUATION METHODOLOGY AND CRITERIA

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### 1. Preliminary Evaluation

The preliminary evaluation is done to determine whether the offers meet the administrative requirements of the RFP. The proposals are checked for compliance of the following requirements:

- Submitting companies are not included among United Nations suspended companies;
- The offer is submitted as per the instructions to proposer's ref: 4.1 and detailed in the PIS above;
- The offer is valid;
- The offer is complete and eligible;
- A description of the organisation and staffing structure (including the number of staff and subcontractors) available for the activities covered by the contract;
- Relevant documentation proving that rules and regulations are followed in the field of catering services;
- A list and description of recent activities in the last 12 months (minimum of 3) in the field of catering services. Reference letters, certificates of service, thank you notes etc from these past events should be provided as attachments to the proposal if available;
- Provide evidence of legal capacity (A tenderer is asked to prove that they are authorised to perform the contract under the national law as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register);
- Provide evidence of financial capacity, last year Audited financial report

### 2. Cumulative Analysis Methodology

A proposal is selected on the basis of *cumulative analysis*; the total score is obtained by combining technical and financial attributes.

A two-stage procedure will be utilized in evaluating the proposals; the technical proposal will be evaluated with a minimum pass requirement of **490 points** of the obtainable **700** points assigned for technical proposal. A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of **490 points** of the obtainable score of **700** points prior to any price proposal being opened and compared. The financial proposal will be opened only for those entities whose technical proposal achieved the minimum technical threshold of **490 points** of the obtainable score of **700** points and are determined to be compliant. Non-compliant proposals will not be eligible for further consideration.

The total number of points ("maximum number of points") which a firm/institution may obtain for its proposal is as follows:

Technical proposal: 70%

Financial proposal: 30%

Total number of points: 100%

### Evaluation of financial proposal:

In this methodology, the maximum number of points assigned to the financial proposal is allocated to the lowest price proposal. All other price proposals receive points in inverse proportion.

A formula is as follows:

$$p = y (\mu/z)$$

Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

$\mu$  = price of the lowest priced proposal

z = price of the proposal being evaluated

The contract shall be awarded to the proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal.

### Evaluation of technical proposal:

The technical proposal is evaluated and examined to determine its responsiveness and compliancy with the requirements specified in this solicitation documents. The quality of each technical proposal will be evaluated in accordance with the following technical evaluation criteria and the associated weighting (total possible value of 700 points):

1.0 Expertise and Organizational Capability of Proposer		Points obtainable
Expertise of organization submitting proposal		
1.1	The catering service provider must demonstrate their experience in food production and supply business. The evidence shall include successful experience as the main or principal supplier of catering services to at least three (3) institutions of a similar nature and scope of services during the last 12 months.	100
1.2	Organizational capability including access to adequate financial and human resources to facilitate smooth provision of catering services & proposer's organizational staffing (Extent to which the Proposal provides a clear, logical and appropriate staffing pattern with responsibilities among different staff positions adequately defined).	100
1.3	Relevant documentation proving that rules and regulations are followed in the field of catering services	50

1.5	Provide evidence of legal capacity	50
		<b>300</b>
<b>2.0 Proposed Work Plan and Approach</b>		<b>Points obtainable</b>
2.1	Proposed approach and methodology	200
	- Understanding of scope of services required, objectives, description of tasks and expected deliverables	100
	- Methodology and approach to assignment to achieve intended outcomes	100
2.2	Proposed Work Plan <ul style="list-style-type: none"> <li>- An elaborate description on how the services will be provided to UN, including specified contact person and team coordination.</li> <li>- The proposal should specify how they will ensure quality control of the services throughout the contractual period.</li> <li>- The proposal should elaborate on how the service provider will implement gender sensitive practises and working methods in their company.</li> </ul>	100
		<b>300</b>
<b>3.0 Key Professional Personnel Qualifications for the Assignment</b>		<b>Points obtainable</b>
3.1	Catering Service Manager	50
3.2	Head Chef	50
The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:		
	- Education and training, including knowledge of English	30%
	- Demonstrated successful experience and past performance in accomplishment of similar service assignments	60%
	- Experience in Outdoor Catering decoration	10%
<b>Total Points for the Three (3) Criteria</b>		<b>700</b>
70% of 700 pts = 490 pts needed to pass technical		

A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of **490 points** of the obtainable score of **700** points for the technical proposal.

## ANNEX 4

# FORMAT OF TECHNICAL PROPOSAL

**Technical Proposals not submitted in this format may be rejected.**

**Financial Proposals must be submitted in a separate envelope or attached in a separate e-mail to a different e-mail address where electronic submission is required.**

Proposer is requested to include a *one* page value statement indicating why they are most suitable to carry out the assignment.

Name of Proposing Organization:	
Country of Registration:	
Type of Legal entity:	
Name of Contact Person for this Proposal:	
Address:	
Phone:	
E-mail:	

## Section 1.0: Expertise and Capability of Proposer

### 1.1 Organizational Architecture

- Background: Provide a brief description of the organization submitting the proposal, including if relevant the year and country of incorporation, types of activities undertaken, and approximate annual revenue.
- Financial capacity: The Proposer shall demonstrate its financial capacity and reliability with regards to the requirements of the TOR, which can be established by supporting documentation including for example the most recent Audited Financial Statements duly certified by a public accountant.

### 1.2 Adverse judgments and awards

- UN Women is looking for information related to: soundness of your company's financial condition and whether there are any financial concerns, such as negative net worth, bankruptcy proceedings, insolvency, receivership, major litigation, liens, judgments or bad credit or payment history.
- Any declarations of bankruptcy, involvement in any receivership proceedings, and whether there is judgment or pending legal action against your company that could impair operations in the foreseeable future.

### 1.3 General Organizational Capability

- Outline General Organizational Capability which is likely to affect performance (i.e. size of the organization, strength of project management support e.g. project management controls, global networking, financial stability).
- Include a description of past and present experience (minimum of 3) and relationships that have a direct relationship to the performance of the TOR. Include relevant collaborative efforts the organization may have participated in.

### 1.4 Subcontracting

- Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of roles, responsibilities, reporting lines and accountability.

### 1.5 Quality assurance procedures, risk and mitigation measures

- Describe the potential risks for the performance of the TOR that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks. Provide certificate (s) for accreditation of processes, policy e.g. ISO etc.

### 1.6 Relevance of Specialized Knowledge and Experience on Similar Projects

- Detail any specialized knowledge that may be applied to performance of the TOR. Include experiences in the country.
- Describe the experience of the organization performing similar services. Experience with other UN organizations/ major multilateral / or bilateral programmes is highly desirable.
- Provide at least 3 references

Project	Client	Contract Value	Period of performance (from/to)	Role in relation to undertaking the goods/services/works	Reference Contact Details (Name, Phone, Email)
1-					
2-					
3-					

## Section 2.0: Proposed Work Plan and Approach

### 2.1 Analysis approach, methodology

- Provide a description of the organization's approach, methodology, and timeline for how the organization will achieve the TOR.
- Explain the organization's understanding of UN Women's needs for the services.
- Identify any gaps/overlaps in UN Women's coverage based on the information provided.
- Describe how your organization will adhere to UN Women's procurement principles in acquiring services on behalf of UN Women. UN Women's general procurement principles:
  - a) Best Value for money
  - b) Fairness, integrity and transparency
  - c) Effective competition
  - d) The best interests of UN Women

### 2.2 Management - timeline, deliverables and reporting

- Provide a detailed description of how the management for the requested services will be implemented with regard to the TOR.

### 2.3 Environment-related approach to the service/work required

- Please provide a detailed description of the methodology for how the organization/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

## Section 3.0: Resource Plan, Key Personnel

### 3.1 Composition of the team proposed to perform TOR, and the work tasks (including supervisory)

- Describe the availability of resources in terms of personnel and facilities required for the TOR. Describe the structure of the proposed team/personnel, and the work tasks (including supervisory) which would be assigned to each. An organigram illustrating the office location (city and country), reporting lines, together with a description of such organization of the team structure, should be submitted.

### 3.2 Profile on Gender Equality

- Proposer is strongly encouraged to include information regarding the percentage of women: (1) employed in the Proposer's organization, (2) in executive and senior positions, and (3) shareholders. While this will *not* be a factor of evaluation, UN Women is collecting this data for statistical purposes in support of its mandate to promote gender equality and women's empowerment.
- Proposers are also invited to: (1) become a signatory to the Women Empowerment Principles (if more than 10 employees) <http://weprinciples.org/Site/PrincipleOverview> ; or (2) sign the Voluntary Agreement to Promote Gender Equality and Women's Empowerment (if less than 10 employees). Good practices of gender-responsive companies can be found here: <http://weprinciples.org/Site/CompaniesLeadingTheWay/>

### 3.3 Provide Curriculum vitae of the proposed personnel that will be involved either full time or part time

- Highlight the relevant academic qualifications, specialized trainings and pertinent work experience.
- **Substitution** of key personnel shall only be permitted in accordance with section 2.4 of the General Conditions of Contract.
- Please use the format below, with each CV no more than THREE pages in length.

#### Sample CV template

Name:		
Position for this Assignment:		
Nationality:		
Language Skills:		
Educational and other Qualifications		
Employment Record: [Insert details of as many other appropriate records as necessary]		
From [Year]: _____ To [Year]: _____		
Employer: _____		
Positions held: _____		
Relevant Experience (From most recent; Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under the TOR) [Insert details of as many other appropriate assignments as necessary]		
Period: From - To	Name of project/organization:	Job Title, main project features, and Activities undertaken
References (minimum 3)	(Name/Title/Organization/Contact Information – Phone; Email)	



## ANNEX 5

# FORMAT OF FINANCIAL PROPOSAL

The financial proposal must be prepared as a separate PDF file from the rest of the RFP response as indicated in Clause 3.4.1 of the Instruction to Proposers. The components comprising the total price must provide sufficient detail to allow UN Women to determine compliance of proposal with requirements as per TOR of this RFP. The proposer shall include a complete breakdown of the cost elements associated with each line item and those costs associated with any proposed subcontract/sub-awards (separate breakdown) for the duration of the contract. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out-of-pocket expenses should be listed separately.

In case of an equipment component to the service provided, the financial proposal should include figures for both purchase and lease/rent options. UN Women reserves the option to either lease/rent or purchase outright the equipment through the contractor.

In addition, the financial proposal must include, but not necessarily be limited to, the following document:

1. A summary of the price in words and figures

i. **Schedule of payments:**

COST BREAKDOWN							
Description *refer to MENU'S ATTACHED	Unit Cost per person	Group rate up to 25 people	Group rate up to 50 people	Group rate up to 75 people	Group rate up to 100 people	Group rate up to 125 people	Group rate up to 150 people
Snacks menu 1							
Snacks menu 2							
Snacks menu 3							
Snacks menu 4							
Snacks menu 5							
Lunch menu 1							
Lunch menu 2							
Lunch menu 3							

Staff Costs	Unit cost per staff	Group up to 25 people*	Group up to 50 people*	Group up to 75 people*	Group up to 100 people*	Group up to 125 people*	Group up to 150 people*
Staff for Service (waiters/waitress)							
<b>* please indicate the suggested number of staff for service by group</b>							
<b>Other Costs if applicable</b>							
<b>Lumpsum</b> Transportation costs							
Service Fee							

*[Note: This spreadsheet should be accompanied by a short narrative summary that explains the figures supplied and that adds any relevant information that has been used to make the calculations.]*

**All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.**

In case two (2) proposals are evaluated and found to be equal in terms of technical competency and price, UN Women will award contract to the company that is either women-owned or has women in the majority in support of UN Women's core mandate. In the case that both companies are women-owned or have women in the majority, UN Women will request best and final offer from both proposers and shall make a final comparison of the competing proposers.

### Signature of Financial Proposal

The Financial Proposal should be authorized and signed as follows:

"Duly authorized to sign the Proposal for and on behalf of

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
Signature/Stamp of Entity/Date

Name of representative: \_\_\_\_\_

Address: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

## **LUNCH MENU'S**

### **Menu # 1**

#### **Appetizers**

*Chambo Fish Cocktail with Tarragon mayonnaise*

*Or*

*Avocado and Prawn Salad*

*Or*

*Mushroom Soup*

#### **Salad**

*Coleslaw Salad*

*Green salad*

#### **Main Course**

*Chambo Fish Fillet in Cream Sauce - Special to Malawi Only*

*Local chicken stew or Braai or*

*Broiler Chicken*

*Roast Fillet of Beef with Mushroom and Wine*

*All served with choice of French Fries, baked or boiled potato, Kilombero Rice – Malawi's speciality rice,  
Nsima and assorted vegies.*

#### **Dessert**

*Ice Cream*

*Or*

*Fruit Salad*

## **Menu # 2**

### **Appetizers**

*Buffalo Wings*

*Or*

*Chicken Liver*

*Or*

*Vegetable Soup*

### **Salad**

*Coleslaw Salad*

*Or*

*Lettuce salad*

### **Main Course**

*Grilled Chambo Fish*

*Roast Chicken and Stewed*

*Beef Stew*

*All served with choice of French Fries, baked or boiled potato, Kilombero Rice – Malawi's speciality rice,  
Nsima and assorted vegies.*

### **Dessert**

*Cake*

*Or*

*Whole Fruit*

**Menu # 3**

**Appetizers**

*Soup of the day*

**Salad**

*potato Salad*

*Or*

*Green salad with pears and Ricotta Balls*

**Main Course**

*Beef stirfly or Nyama Yozonga(Beef Stripes) or T-bone steak*

*Chicken Braai and Stewed*

*Roast Fillet of fish or Chambo*

*All served with choice of French Fries, baked or boiled potato, Kilombero Rice –  
Nshima and assorted vegies.*

**Dessert**

*Apples*

*Or*

*Fruit Salad*

## **MORNING AND AFTERNOON REFRESHMENTS MENU'S**

**All the below snack menus are served with juices/drinks, bottled water, tea and coffee.**

### **Snack Menu 1**

Drumsticks
Samosas
Cup cakes
Vegetable Springrolls
Fruits

### **Snack Menu 2**

Chicken Wrap
Drumsticks
Scones
Vegeable Springrolls
Fruits

### **Snack Menu 3**

Samosas
Chicken Kebas
Cup cakes
Meat balls
Fruits

### **Snack Menu 4**

Fish fingers
Cup cakes or scones
Meat balls
Pizza cups
Fruits

### **Snack Menu 5**

Vegetable quiche/ samosa
Beef pie
Cakes
Chicken pieces/ wings
Fruits

**Note:** Can be a mix from diffrerent menus above and can vary in terms of number of items at a particular meeting.

## ANNEX 6

# PROPOSAL SUBMISSION FORM

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

To: *[insert UN Women  
Address, City, Country]*

Date: *[insert date of Proposal Submission]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Proposal Solicitation Documents;
- (b) We offer to supply in conformity with the Proposal Solicitation Documents the following *[Title of goods/services/works]* and undertake, if our proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.
- (c) We ensure any due diligence regarding the legal review and ability to be compliant to all contract terms and conditions has been undertaken prior to the submission of our offer. Submission of this offer is confirmation of accepting a UN Women contract included herein.
- (d) We offer to supply for the sum as may be ascertained in accordance with the Financial Proposal submitted in accordance with the instructions under the Proposal Instruction Sheet;
- (e) Our proposal shall be valid for a period of  days from the date fixed for opening of proposals in the Request for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our proposal is accepted, we commit to obtain a performance security with the instructions under the Proposal Instruction Sheet;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from countries  *[insert the nationality of the proposer, including that of all parties that comprise the proposer]*
- (h) We have no conflict of interest in accordance with Clause 1.2 (*Eligible Proposers*) of the RFP Instructions to Proposers;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by UN Women, in accordance with Clause 1.2 (*Eligible Proposers*) of the RFP Instructions to Proposers;
- (j) We understand that you are not bound to accept the lowest evaluated proposal or any other proposal that you may receive.

Signed:  *[insert signature of person whose name and capacity are shown]*

In the capacity of  *[insert legal capacity of person signing this form]*

Name:  *[insert complete name of person signing the Proposal Submission Form]*

Duly authorized to sign the proposal for and on behalf of:  *[insert complete name of proposer]*

Dated on  day of ,  *[insert date of signing]*

## VOLUNTARY AGREEMENT

### Voluntary Agreement to Promote Gender Equality and Women's Empowerment

Between

**(Name of the Contractor)**

And

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

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

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

On behalf of the contractor:

Name : \_\_\_\_\_, Title : \_\_\_\_\_

Address : \_\_\_\_\_

Signature : \_\_\_\_\_

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



## ANNEX 8



### LONG TERM AGREEMENT

LTA – No: YEAR/No.  
DD/MM/YY

Date:

**UNITED NATIONS ENTITY FOR GENDER EQUALITY  
AND THE EMPOWERMENT OF WOMEN (UN Women)**  
220 East 42<sup>nd</sup> Street  
New York, NY 10017, USA  
Ph: (212) 682-5905

Wishes to enter into a Long-Term Agreement

With

**SUPPLIER**

(Supplier)

**SUPPLIER'S ADDRESS**

**PHONE – FAX NUMBER**

**E-mail ADDRESS**

for the direct ordering of

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

As stipulated in the attached document

<p>UN WOMEN GENERAL CONDITIONS OF CONTRACT: CONTRACTS FOR THE PROVISION OF SERVICES (ANNEX 1) &amp; TERMS OF REFERENCE (ANNEX 2) ATTACHED APPLY.</p> <p>Supplier (Vendor) Number: No.</p> <p>QUERIES TO: NAME FOCAL POINT UN Women EMAIL ADDRESS</p>	<p>Signature .....</p> <p>NAME, POSITION, UN Women</p>
	<p>Signature .....</p> <p>NAME, POSITION, SUPPLIER</p>

## FOR CONSULTANT SERVICES

Long Term Agreement No. YY/NO. – SUPPLIER'S NAME			
Validity : DD/MM/YYYY			
Payment Currency : CURRENCY			
Payment Terms : Net 30 days			
Consultant Profile	On-Site Daily Cost (Currency)	Off-Site Daily Cost (Currency)	Lead Time (Weeks)

## FOR PRODUCTS

Long Term Agreement No. YY/NO. – SUPPLIER'S NAME									
Validity : DD/MM/YYYY									
Delivery Terms : CPT CITY, COUNTRY									
Payment Currency : CURRENCY									
Payment Terms : Net 30 days									
Item ID	Description	Sales UoM	Primary UoM	Unit Price (currency)	Min./Mult Quantity Per Prim UoM	Volume Discount (per order/ per Prim. UoM)	Lead Time FCA (wks)	Shelf Life (months)	Origin Country

## 1. OBJECTIVE

1.1 This non-exclusive Long-Term Agreement (hereinafter called the “Agreement”) is established to allow UN Women to purchase [DESCRIBE THE PRODUCT OR SERVICE] as and when required for all its regular programmes as well as for programmes that may be funded by other institutions.

1.2 The Supplier is NOT authorized to deliver any services other than those specified under this Agreement. Requests for different services shall come either through another Long-Term Agreement or through formal methods of solicitation.

## 2. GENERAL PROVISIONS

2.1 This Agreement represents an offer on the part of the Supplier to provide UN Women with the services, prices and delivery time agreed and under the terms and conditions detailed herein for the duration of the Agreement. It does not represent a contract in itself, nor obliges UN Women to any financial commitment whatsoever. Only Purchase Orders made pursuant to this Agreement and only for the services stipulated herein will constitute a commitment on UN Women's part.

2.2 The Supplier shall accord the same terms and conditions to any other organization within the United Nations system that wishes to avail of such terms, after written consent from the Chief of Procurement, UN Women.

2.3 UN Women's liability shall be limited to the Purchase Order only for the services stipulated therein and no increase in the total liability of UN Women or in the price of the products will be authorized or paid to the Supplier unless such increases have been approved by UN Women prior to the delivery of the products or services.

2.4 Purchase Orders will incorporate by reference all of the terms and conditions of this Agreement including UN Women's General Conditions of Contract hereto attached and forming a part of this Agreement.

2.5 UN Women is not obligated to purchase any minimum service quantity under this Agreement.

2.6 Any change to the terms and conditions detailed herein or any increase in the estimated value of this Agreement shall receive prior authorization from UN Women and changes shall be documented in a written amendment to this Agreement.

### 3. VALIDITY OF THE AGREEMENT

3.1 This Agreement shall be valid for a period of [NUMBER OF YEARS] effective from [DD/MM/YYYY], and may be extended for up to [NUMBER OF YEARS] subject to the Supplier's satisfactory performance and competitiveness of prices. This shall be agreed upon both parties in writing at least 30 days before the expiration of the Agreement. [PLEASE SELECT AS APPROPRIATE]

3.2 UN Women reserves the right to discontinue this Agreement if the Supplier's performance is not satisfactory to UN Women.

### 4. DELIVERABLES OF THIS CONTRACT

4.1 The supplier shall provide Food Catering Services in accordance with the Terms of Reference as set forth in section 6.2.2 below.

### 5. REPORTING

The supplier will report semi-annually summarizing each contract they have been issued by any UN Women division (HQ, regional, multi-country, country offices) and any other UN agency that have issued purchase orders under the LTA.

### 6. CONTRACT DOCUMENTS

6.1 This Agreement is subject to the UN Women General Conditions of Contract, attached hereto as Annex One (1). The provisions of such Annex shall control the interpretation of this Agreement and in no way shall be deemed to have been derogated by the contents of this Agreement and any other Annexes.

6.2 The Supplier and UN Women also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

- 6.2.1 This Agreement.
- 6.2.2 The UN Women solicitation documents including the Terms of Reference [ref. **INDICATE BIDDING DOCUMENT NUMBER**], incorporated herein by this reference.
- 6.2.3 The Supplier's bid dated **[DD/MM/YYYY]**, incorporated herein by this reference.

6.3 All the above shall form the Agreement between the Supplier and UN Women, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement.

## 7. PRICES AND DISCOUNTS

7.1 All prices shall be in **[CURRENCY]** only. The Supplier shall hold the prices fixed and not subject to change throughout the validity of this Agreement. The Supplier shall be responsible to apply to the Purchase Orders raised under this Agreement any special offer or discounts (if applicable) which may become effective **[at the time of delivery of services/at the time of the shipment] [DELETE AS APPROPRIATE]**. Such discounts will be reflected in the corresponding invoices. Failure to do so may result in the termination of the Agreement.

7.2 The Supplier undertakes not to provide the same **[products/services] [DELETE AS APPROPRIATE]** under the same market conditions to other customers at a price lower than that offered to UN Women and stated in this Agreement. Should the Supplier do so then UN Women will be offered the new lower price.

## 8. QUALITY OF SERVICES AND WARRANTY

8.1 The Supplier is restricted to providing **[DESCRIBE THE PRODUCT/SERVICES]** as contained in this Agreement and to the highest international quality standards.

8.2 The Supplier shall ensure that the products supplied are recently produced with a minimum of 80% shelf life at time of receipt by consignee. **[DELETE IF NOT RELEVANT]**.

8.3 Any product shipped to UN Women that does not meet the specifications outlined in this Agreement or Purchase Order shall be replaced promptly by the Supplier inclusive of all inland or air/sea freight and any destruction costs at no charge to UN Women. **[DELETE IF NOT RELEVANT]**

8.4 The Supplier shall notify UN Women of any change to its service provision lines or services at least six (6) months prior to the effective date of change. The Supplier shall also inform UN Women of all services to be discontinued at least 6 months prior effective date of discontinuation.

## 9. REGISTRATION **[DELETE IF NOT RELEVANT]**

9.1 The goods to be supplied under the Contract shall be registered with the relevant authority in the Consignee's country, unless this requirement is waived in the specific Purchase Order against which the shipment is delivered.

## **10. PACKING FOR INTERNATIONAL DELIVERY [DELETE IF NOT RELEVANT]**

10.1 The item(s) must be in the manufacturer's export packing and must be suitably over packed for shipment in strong triple-wall plain cardboard boxes with a reference to the company name or the product contained, and allowing adequate protection during transport and subsequent inland distribution with sufficient buffering of the equipment, including any special requirements for dangerous or hazardous goods, cold chain items. Export packing is included in the price.

10.2 All packing lists shall clearly indicate the Purchase Order number, the items(s) contained in each package with a brief description, goods value, quantity, gross weight, dimensions and markings including the full consignee address. The markings on the boxes shall be as per solicitation documents / Purchase Order instructions.

## **11. DELIVERY [DELETE IF NOT RELEVANT]**

11.1 The delivery time shall apply for this Agreement from receipt of Purchase Order as listed on page two.

11.2 Purchase Orders under this Agreement will be issued using Incoterms [CPT CITY, COUNTRY]. The Supplier shall nevertheless be responsible for selecting and arranging freight forwarding to final destination at competitive market prices and shall pay the freight costs to the freight forwarder directly.

11.3 Freight forwarding costs will be reflected in the corresponding Purchase Order, and only actual freight cost shall be invoiced to UN Women accordingly. A freight invoice from the freight forwarder shall be attached to the Supplier's invoice as proof of actual freight cost.

11.4 No partial deliveries shall take place unless expressly confirmed by UN Women. Individual delivery instructions shall be contained in the Purchase Orders.

## **12. NOTICE OF DELAY**

12.1 In the event of a delay in the delivery time of a Purchase Order, the Supplier shall immediately and not later than the lead time stipulated in page two of this Agreement from the acknowledgement of such delay, notify the UN Women buyer in writing, requesting an extension of the delivery time, clearly stating the nature of the delay (including supporting documentation) and the proposed new delivery time.

12.2 The corresponding UN Women buyer will ascertain the facts and extent of delay, and extend the time for performance when in its judgment the facts justify such an extension. The buyer findings thereon shall be final and conclusive subject only the Supplier's right of appeal under the arbitration clause of the contract.

## **13. RECEIPT AND CONFIRMATION OF PURCHASE ORDERS**

13.1 The Supplier shall acknowledge receipt and acceptance of the UN Women Purchase Order within three business days from the receipt of the UN Women Purchase Order by acknowledgement of receipt of Purchase Order to the UN Women contact specified in Article 18 below (via email, fax or letter).

13.2 All UN Women Purchase Orders shall contain the Supplier's product description, consignee address, shipping instructions, as well as the name, phone, fax, e-mail of the country office contact person. If this information is not clearly stated in the Purchase Order, the Supplier is requested to contact the UN Women contact specified in Article 18 below to obtain the missing information. [DELETE IF NOT RELEVANT]

#### 14. SUPPLIER RESPONSIBILITY FOR REJECTED OR RETURNED PRODUCTS [DELETE IF NOT RELEVANT]

14.1 Should any product fail to meet the workmanship and requirements of the specifications, the Supplier shall replace the items within the time specified for delivery, or extension granted.

#### 15. FULL RIGHT TO USE AND SELL [DELETE IF NOT RELEVANT]

15.1 The Supplier warrants that it has not and shall not enter into any Agreement or arrangement that restraints or restricts UN Women or the recipient country Government's rights to use, sell, dispose of or otherwise deal with any item that may be acquired under any resulting Purchase Orders. [DELETE IF NOT RELEVANT]

15.2 The Supplier holds UN Women harmless and indemnifies UN Women for all costs that may arise as a result of any third party claim to the rights associated to the manufacturing, registration, sale or distribution of the products supplied under the aforementioned order. [DELETE IF NOT RELEVANT]

#### 16. INVOICES

16.1 The invoices must clearly indicate the relevant Purchase Order Number, [CPT prices for each Purchase Order item number as well as the freight cost to final destination. UN Women will only pay the freight cost to the Supplier directly DELETE IF NOT RELEVANT].

#### 17. PAYMENT

17.1 Payment for all Purchase Orders under this Agreement will be made by UN Women within thirty (30) days after presentation of relevant original documents mentioned below:

- 17.1.1 An invoice.
- 17.1.2 Bill of Lading/Airway Bill. [DELETE IF NOT RELEVANT]
- 17.1.3 A packing list. [DELETE IF NOT RELEVANT]
- 17.1.4 A copy of freight invoice. [DELETE IF NOT RELEVANT]

17.2 Soft copies of all documents should be emailed in advance to the UN Women contact specified in Article 18 below to enhance customs clearance and payment. [DELETE IF NOT RELEVANT]

17.3 In relation to international deliveries **ALL DOCUMENTS** have to be received at least **two weeks** prior to the arrival of goods at the destination port (with the exception of air freight, which should be received in advance of the goods). [DELETE IF NOT RELEVANT]

## 18. CONTACT DETAILS

18.1 All correspondence, invoices and the required shipping documentation shall be sent to following contacts as per above guidelines:

18.1.1 **Consignee:** corresponding address will be specified in each Purchase Order.

18.1.2 **UN Women:**

**COUNTRY OFFICE/SUB REGIONAL OFFICE/REGIONAL OFFICE/HQ  
CONTACT PERSON, CONTACT DETAILS**

18.2 Please note the following must be mentioned in **ALL** correspondences and invoices sent to UN Women:

18.2.1 PO number; and

18.2.2 Name of Buyer.

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ANNEX 1: GENERAL CONDITIONS OF CONTRACT:  
CONTRACTS FOR THE PROVISION OF GOODS AND SERVICES

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ANNEX 2: TERMS OF REFERENCE (TOR)  
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## GENERAL CONDITIONS OF CONTRACT

### GENERAL CONDITIONS OF CONTRACT

#### CONTRACTS FOR THE PROVISION OF SERVICES

##### UN-WOMEN CONTRACTS FOR THE PROVISION OF SERVICES

**1. LEGAL STATUS OF THE PARTIES:** The United Nations Entity for Gender Equality and the Empowerment of

Women (UN-WOMEN) and the Contractor shall also each be referred to as a “Party” hereunder, and:

1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UN-WOMEN, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

**2. RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of any services to

UN-WOMEN by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:

2.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

2.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UN-WOMEN, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

2.3 At the option of and in the sole discretion of UN-WOMEN:

2.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UN-WOMEN prior to such personnel’s performing any obligations under the Contract;

2.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UN-WOMEN prior to such personnel’s performing any obligations under the Contract; and,

2.3.3 in cases in which, pursuant to Article 2.3.1 or 2.3.2, above, UN-WOMEN has reviewed the qualifications of such Contractor’s personnel, UN-WOMEN may reasonably refuse to accept any such personnel.

2.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

2.4.1 UN-WOMEN may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.

2.4.2 Any of the Contractor’s personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UN-WOMEN, which shall not be unreasonably withheld.

2.4.3 The withdrawal or replacement of the Contractor’s personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

##### UN-WOMEN GENERAL CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES PAGE 2

2.4.4 All expenses related to the withdrawal or replacement of the Contractor’s personnel shall, in all



cases, be borne exclusively by the Contractor.

2.4.5 Any request by UN-WOMEN for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UN-WOMEN shall not bear any liability in respect of such withdrawn or replaced personnel.

2.4.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UN-WOMEN officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

2.5 Nothing in Articles 2.2, 2.3 and 2.4, above, shall be construed to create any obligations on the part of UNWOMEN

with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

2.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UN-WOMEN shall:

2.6.1 undergo or comply with security screening requirements made known to the Contractor by UNWOMEN, including but not limited to, a review of any criminal history;

2.6.2 when within UN-WOMEN premises or on the United Nations property, display such identification as may be approved and furnished by the United Nations security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UN-WOMEN for cancellation.

2.7 Within one working day after learning that any of Contractor's personnel who have access to any United Nations premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UN-WOMEN about the particulars of the charges then known and shall continue to inform UN-WOMEN concerning all substantial developments regarding the disposition of such charges.

2.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UN-WOMEN premises or on the United Nations property shall be confined to areas authorized or approved by UN-WOMEN. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UN-WOMEN premises or on United Nations property without appropriate authorization from UN-WOMEN.

### 3. ASSIGNMENT:

3.1 Except as provided in Article 3.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UN. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UN-WOMEN. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UN-WOMEN. Any such unauthorized delegation, or attempt to do so, shall not be binding on UN-WOMEN.

3.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:

3.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,

3.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,

3.2.3 the Contractor promptly notifies UN-WOMEN about such assignment or transfer at the earliest opportunity; *and*,

#### UN-WOMEN GENERAL CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES PAGE 3

3.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UN-WOMEN following the assignment or transfer.

4. **SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UN-WOMEN. UN-WOMEN

shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UN-WOMEN reasonably considers is not qualified to perform obligations under the Contract.

UNWOMEN

shall have the right to require any subcontractor's removal from UN-WOMEN premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor

to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under

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

## **5. INDEMNIFICATION:**

5.1 The Contractor shall indemnify, defend, and hold and save harmless, UN-WOMEN, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UN-WOMEN, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

5.1.1 allegations or claims that the possession of or use by UN-WOMEN of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UN-WOMEN under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

5.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

5.2 The indemnity set forth in Article 5.1.1, above, shall not apply to:

5.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UN-WOMEN directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

5.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UN-WOMEN or another party acting under the direction of UN-WOMEN made such changes.

5.3 In addition to the indemnity obligations set forth in this Article 5, the Contractor shall be obligated, at its sole expense, to defend UN-WOMEN and its officials, agents and employees, pursuant to this Article 5, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

5.4 UN-WOMEN shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UN-WOMEN or any matter relating thereto, for which only UN-WOMEN itself is authorized to assert and maintain. UN-WOMEN shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

### **UN-WOMEN GENERAL CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES PAGE 4**

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

5.5.1 procure for UN-WOMEN the unrestricted right to continue using such goods or services provided to UN-WOMEN;

5.5.2 replace or modify the goods or services provided to UN-WOMEN, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,

5.5.3 refund to UN-WOMEN the full price paid by UN-WOMEN for the right to have or use such goods,

property or services, or part thereof.

## **6. INSURANCE AND LIABILITY:**

6.1 The Contractor shall pay UN-WOMEN promptly for all loss, destruction, or damage to the property of UNWOMEN

caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

6.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

6.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

6.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

6.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

6.2.4 such other insurance as may be agreed upon in writing between UN-WOMEN and the Contractor.

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

6.4 The Contractor acknowledges and agrees that UN-WOMEN accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

6.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UN-WOMEN, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

6.5.1 name UN-WOMEN as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

6.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UN-WOMEN;

6.5.3 provide that UN-WOMEN shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

6.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UN-WOMEN.

6.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

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6.7 Except for any self-insurance program maintained by the Contractor and approved by UN-WOMEN for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UN-WOMEN. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UN-WOMEN with evidence, in the form of certificate of insurance or such other form as UN-WOMEN may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UN-WOMEN reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 6.5.3, above, the Contractor shall promptly notify UN-WOMEN concerning any cancellation or material change of insurance coverage required under the Contract.

6.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

**7. ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance

by any person to be placed on file or to remain on file in any public office or on file with UN-WOMEN against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UN-WOMEN.

**8. EQUIPMENT FURNISHED BY UN-WOMEN TO THE CONTRACTOR:** Title to any equipment and supplies that

may be furnished by UN-WOMEN to the Contractor for the performance of any obligations under the Contract shall rest

with UN-WOMEN, and any such equipment shall be returned to UN-WOMEN at the conclusion of the Contract or when

no longer needed by the Contractor. Such equipment, when returned to UN-WOMEN, shall be in the same condition as

when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNWOMEN

for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

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

9.1 Except as is otherwise expressly provided in writing in the Contract, UN-WOMEN shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UN-WOMEN under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UN-WOMEN.

9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UN-WOMEN does not and shall not claim any ownership interest thereto, and the Contractor grants to UN-WOMEN a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

9.3 At the request of UN-WOMEN, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UN-WOMEN in compliance with the requirements of the applicable law and of the Contract.

9.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UN-WOMEN, shall be made available for use or inspection by UN-WOMEN at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNWOMEN

authorized officials on completion of work under the Contract.

**10. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UN-WOMEN OR THE UNITED**

**NATIONS:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UN-WOMEN, nor shall the Contractor, in any manner whatsoever use

the name, emblem or official seal of UN-WOMEN or the United Nations, or any abbreviation of the name of UNUN-  
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WOMEN or the United Nations in connection with its business or otherwise without the written permission UNWOMEN.

**11. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered

proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient")

during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in

confidence by that Party and shall be handled as follows:

11.1 The Recipient shall:

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

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

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

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

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

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

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

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

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

11.4 UN-WOMEN may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

11.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

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

## 12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

12.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or

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necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

12.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UN-WOMEN shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 13, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UN-WOMEN shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

12.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether



declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UN-WOMEN is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

### 13. TERMINATION:

13.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 16 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

13.2 UN-WOMEN may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UN-WOMEN applicable to the performance of the Contract or the funding of UNWOMEN applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNWOMEN may terminate the Contract without having to provide any justification therefor.

13.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UN-WOMEN, the Contractor shall, except as may be directed by UN-WOMEN in the notice of termination or otherwise in writing:

13.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

13.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

13.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UN-WOMEN and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

13.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

13.3.5 transfer title and deliver to UN-WOMEN the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

13.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UN-WOMEN thereunder;

13.3.7 complete performance of the work not terminated; *and*,

13.3.8 take any other action that may be necessary, or that UN-WOMEN may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNWOMEN has or may be reasonably expected to acquire an interest.

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13.4 In the event of any termination of the Contract, UN-WOMEN shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UN-WOMEN shall not be liable to pay the Contractor except for those goods delivered and services provided to UN-WOMEN in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UN-WOMEN or prior to the Contractor's tendering of notice of termination to UNWOMEN.

13.5 UN-WOMEN may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

13.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

13.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

13.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

13.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

13.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

13.5.6 UN-WOMEN reasonably determines that the Contractor has become subject to a materially

adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

13.6 Except as prohibited by law, the Contractor shall be bound to compensate UN-WOMEN for all damages and costs, including, but not limited to, all costs incurred by UN-WOMEN in any legal or non-legal proceedings, as a result of any of the events specified in Article 13.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UN-WOMEN of the occurrence of any of the events specified in Article 13.5, above, and shall provide UN-WOMEN with any information pertinent thereto.

13.7 The provisions of this Article 13 are without prejudice to any other rights or remedies of UN-WOMEN under the Contract or otherwise.

14. **NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the

Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or

any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

15. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UN-WOMEN shall have no obligation to purchase

any minimum quantities of goods or services from the Contractor, and UN-WOMEN shall have no limitation on its right

to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

#### 16. **SETTLEMENT OF DISPUTES:**

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

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16.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or

implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### 18. **TAX EXEMPTION:**

18.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UN-WOMEN from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UN-WOMEN to determine a mutually acceptable procedure.

18.2 The Contractor authorizes UN-WOMEN to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UN-WOMEN before the payment thereof and UN-WOMEN has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UN-WOMEN with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNWOMEN

shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UN-WOMEN and paid by the Contractor under written protest.

#### **19. MODIFICATIONS:**

19.1 Pursuant to the Financial Regulations and Rules of UN-WOMEN, only the Chief Procurement Officer of UNWOMEN,

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

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

19.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UN-WOMEN nor in any way shall constitute an agreement by UN-WOMEN thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 19.1, above.

#### **20. AUDITS AND INVESTIGATIONS:**

20.1 Each invoice paid by UN-WOMEN shall be subject to a post-payment audit by auditors, whether internal or external, of UN-WOMEN or by other authorized and qualified agents of UN-WOMEN at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the [UN-WOMEN GENERAL CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES PAGE 10](#)

Contract. UN-WOMEN shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UN-WOMEN other than in accordance with the terms and conditions of the Contract.

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

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

#### **21. LIMITATION ON ACTIONS:**

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

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



future performance actually begins.

**22. ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 23 to 28 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNWOMEN

to terminate the Contract or any other contract with UN-WOMEN immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**23. SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external

to UN-WOMEN in connection with the performance of its obligations under the Contract. Should any authority external

to UN-WOMEN seek to impose any instructions concerning or restrictions on the Contractor's performance under the

Contract, the Contractor shall promptly notify UN-WOMEN and provide all reasonable assistance required by UNWOMEN.

The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UN-WOMEN or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UN-WOMEN.

**24. OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any representative,

official, employee, or other agent of UN-WOMEN or the United Nations any direct or indirect benefit arising from or

related to the performance of the Contract or of any other contract with UN-WOMEN or the United Nations or the award

thereof or for any other purpose intended to gain an advantage for the Contractor.

**25. OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing

upon the performance of its obligations under the Contract.

**26. CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the

Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the

Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

**27. MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's

subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components

utilized in the manufacture of anti-personnel mines.

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**28. SEXUAL EXPLOITATION:**

28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

28.2 UN-WOMEN shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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#### **SPECIAL CONDITION OF CONTRACT**

The Contractor shall take all appropriate measures to ensure that neither it, its parent entities (if any), nor any of the contractor's subsidiary or affiliated entities (if any) are engaged in any discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits, against women.

## ANNEX 10

# JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

(to be completed and returned with your technical proposal)

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

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

Signatures of all partners/authorized representatives:

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

Name of partner: \_\_\_\_\_

Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Name of partner: \_\_\_\_\_

Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

## ANNEX 11

# SUBMISSION CHECKLIST

For submissions by courier mail/hand delivery:

Outer envelope containing the following forms:	
• Proposal Submission Form	
• Joint Venture Form (if a joint venture)	
• Voluntary Agreement to Promote GE & WE (Voluntary)	
• Proposal Security Form (if required)	
• Performance Security Form (if required)	
First inner envelope containing:	
• Technical Proposal	
Second inner envelope containing:	
• Financial Proposal	

For email submissions:

Technical Proposal PDF sent to the technical e-mail address specified in the Invitation Letter includes:	
• Technical Proposal	
• Proposal Submission form	
• Joint Venture Form (if a joint venture)	
• Voluntary Agreement to Promote GE & WE (Voluntary)	
• Proposal Security Form (if required)	
• Performance Security Form (if required)	
Financial Proposal PDF sent to the financial e-mail address specified in the Invitation Letter includes:	
• Financial Proposal	
• Financial Excel Spreadsheet (if required)	

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