Request for Quotation (RFQ) for Goods

Reference No.: JOR30RFQ53

Provision of apples, flavoured milk, and water
Dear Sir/Madam,

Subject: UN Women, Country Office for Jordan issues this Request for Quotation (RFQ) to enter into Long Term Agreement (LTA) with Provider(s) to guarantee provision of apples, flavored milk, and water to UN Women’s Oasis (I, 2 and 3) in Zaatari Refugee Camp, Al Maftaq Governorate.

1. The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) is seeking quotation(s) for the procurement of an of apples, flavored milk, and water as described in the annex I to this request for quotation.

2. In order to prepare a responsive quotation, you must carefully review, and understand the contents of the following documents:
   a. This Invitation letter and Quotation Instruction Sheet (QIS)
   b. Detailed Specifications of the Goods (Annex 1)
   c. Quotation Submission Form and Quotation Format (Annex 2)
   d. UN Women General Conditions of Purchase of Goods (Annex 3)
   e. Voluntary Agreement (Annex 4)

3. Quotations submitted by email must be limited to a maximum of 5 MB, virus-free or corrupted contents to avoid rejection, and no more than 3 email transmissions.

4. A contract may be awarded to the supplier having submitted the quotation representing the best value for money, i.e. lowest-priced technically-compliant of the proposed offers.

5. At the time of the contract award, UN Women reserves the right to vary the quantity of goods by up to a maximum of twenty five percent (25%) of the total offer without any change in the unit price or other terms and conditions.

6. It is UN Women’s intention to issue the contract as presented herein the RFQ documents. Therefore, offerors should ensure any due diligence regarding the legal review and ability to be compliant to all contract terms and conditions is undertaken prior to the submission of your quotation. Submission of a quotation will be confirmation of accepting UN Women General Conditions of Contract included herein.

7. In the case two (2) quotations are evaluated and found to be the same ranking in terms of technical qualification and price, UN Women will award contract to the company that is either women-owned or has a majority women employed. This is in support of UN Women’s core mandate. In the case that both companies are women-owned or have a majority women employed, UN Women will request best and final offer from both suppliers and shall make a final comparison of the competing suppliers.

8. UN Women reserves the right to accept or reject any quotation, and to cancel the process and reject all quotations at any time prior to the award of contract without thereby incurring
any liability to the suppliers or any obligation to inform the suppliers of the grounds for such action.

9. At any time prior to the deadline for the submission of quotations, UN Women may, for any reason, whether at its own initiative or in response to a clarification requested by a supplier, modify the RFQ by way of a written amendment. All suppliers that have received the RFQ shall be notified in writing of any such amendments. In order to offer suppliers reasonable time to take any such amendments into account in preparing their quotations, UN Women may, at its discretion, extend the deadline for the submission.

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

<table>
<thead>
<tr>
<th>Instruction to Suppliers</th>
<th>Specific Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Deadline for Submission of Quotation</strong></td>
<td>Date and Time: March 15, 2016 3:00 PM Amman, Jordan (for local time reference, see <a href="http://www.greenwichmeantime.com">www.greenwichmeantime.com</a>) This is an absolute deadline, Quotation received after this date and time will be disqualified.</td>
</tr>
<tr>
<td><strong>Method of Submission</strong></td>
<td>☒ Personal Delivery/ Courier mail/ Registered Mail ☒ Electronic submission of Quotation</td>
</tr>
<tr>
<td><strong>Address for Quotation Submission</strong></td>
<td>☒ Personal Delivery/ Courier mail/ Registered Mail: UN Women Country Office for Jordan Um-Uthaina, Jeddah Street, Villa #6 P.O Box 830896 Jordan, Amman 11814 Tel: +962 6 52-000-60 Attn. Procurement Section. ☒ Electronic submission of Quotation: <a href="mailto:Jordan.procurement@unwomen.org">Jordan.procurement@unwomen.org</a></td>
</tr>
<tr>
<td><strong>Language of the Quotation</strong></td>
<td>☒ English ☐ French ☐ Spanish ☐ Others (pls. specify) ____________________________</td>
</tr>
<tr>
<td><strong>Quotation Currencies</strong></td>
<td>Any freely convertible currency: JOD</td>
</tr>
</tbody>
</table>
| **Quotation Validity Period commencing after closing date of RFQ** | 60 days UN Women may exceptionally request vendor to extend quotation validity beyond the initial period indicated in the RFQ. Request will
| **Partial Quotes**          | □ Not permitted  
|                           | ☒ Permitted      |
| **Payment Terms**          | ☒ 100% upon completion and satisfactory receipt of goods  
|                           | □ Other          |
| **Alternative Offer**      | □ Authorized    
|                           | ☒ Not authorized |

Alternative offer is authorized when it represents an improvement over the original offer in terms of exceeding the minimum performance parameters of the request, and is proposed by suppliers as an optional way of fulfilling the needs of the end user.

| **Clarifications of solicitation documents** | Requests for clarification may be submitted 3 days before the submission date.  
|                                              | If the email for inquiries is different from the submission email address, do not submit any official quotes to the email for inquiries. Doing so may invalidate your quote and UN Women will not be able to consider it.  
|                                              | Question about this RFQ shall include the following subject header format: “RFQ# Request for Clarification from Vendor Name”  
|                                              | Proposers shall not communicate with any other UN personnel regarding this RFQ. |

| **Contact for requesting clarifications:** | E-mail address dedicated for this purpose: jordan.procurement-info@unwomen.org.  
|                                           | Suppliers must not communicate with any other personnel of UN Women regarding this RFQ.  
|                                           | UN Women shall have no obligation to confirm receipt or response to query for any form of communication sent to an email other than the designated email address. |
Responses to clarification requests will be binding on all Suppliers and will be distributed via:

- ☒ E-mail
- ☒ UN Women Website
- ☐ Paper Mail
- ☐ Other

Expected Delivery Date and Time. Quotations can be rejected if the delivery date and time exceeds the stipulated date and time requested in the RFQ:

- ☐ days from the issuance of the Purchase Order for every order placed
- ☒ to be delivered Daily in Zaatari camp/Mafraq governorate
  Time: 10:00 AM
  Time Zone of Reference: Jordan time

Mode of Transportation:

- ☐ Air
- ☐ Sea
- ☒ Land
- ☐ Other

Value Added Tax on Price Quotation:

- ☐ Must be inclusive of VAT and other applicable indirect taxes
- ☒ Must be exclusive of VAT and other applicable indirect taxes

Evaluation Criteria:

- ☒ Technical responsiveness/Full compliance to specification requirements and lowest price
- ☒ Full acceptance of the UN Women General Conditions of Contract
- ☒ Earliest Delivery / Shortest Lead Time

Type of Contract to be Signed:

- ☐ Purchase Order
- ☒ Long-Term Agreement
- ☐ Other Type/s of Contract

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

Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the Office of Internal Oversight Services (OIOS) of the United Nations, UN Women Internal Audit and Investigations Group (IAIG) as well as with other investigations authorized by the...
Executive Director and with the UN Women Ethics Office as and when required. Such cooperation shall include, but not be limited to the following: access to all employees, representatives, agents and assignees of the supplier; as well as production of all documents requested, including financial records.

Failure to fully cooperate with investigations will be considered sufficient grounds to allow UN Women to repudiate and terminate the contract, and to debar and remove the supplier from UN Women’s list of registered suppliers.

12. UN Women implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UN Women, as well as third parties involved in UN Women activities. UN Women expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link: 

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

Yours sincerely,

Aleyda Ruiz
Head of Operations
## SCHEDULE OF REQUIREMENTS OF GOODS

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>QTY</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Apples:</strong></td>
<td></td>
<td></td>
<td>19,800 KG/ year</td>
</tr>
<tr>
<td>• Red apples</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Medium size</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Local Production</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• clean, practically free of any visible foreign matter;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• free of any foreign smell and/or taste;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• fresh in appearance and fresh-smelling;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• practically unbruised;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• free of damage caused by unsuitable washing or soaking</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• practically free of pests affecting the general appearance of the produce;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• practically free of damage caused by pests.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Special Standards</strong></td>
<td>Daily Supply: 75 Kg per day.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Flavored Milk (Sweetened Cocoa flavored milk, Sweetened banana flavored milk and Sweetened Strawberry Flavored milk):</strong></td>
<td>58,080 buckets</td>
<td></td>
<td>Per year</td>
</tr>
<tr>
<td>• Full fat, 130 calories, 18 grams of sugar</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Fresh</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Local production</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Special Standards</strong></td>
<td>Daily Supply: 220 buckets per day.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM DESCRIPTION</td>
<td>QTY</td>
<td>Unit Price</td>
<td>Total Price</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-----</td>
<td>------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Water shrink:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mineral water</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each water shrink consists 6 bottles</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each bottle equal 1 liter</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Standards</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily Supply: 50 water shrinks per day</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: In case of discrepancy between unit price and total, the unit price shall prevail.
ANNEX 2

QUOTATION SUBMISSION FORMS

STATEMENT OF CONFIRMATION

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

To: UN Women Country Office for Jordan
    Um-Uthaina, Jeddah Street, Villa #6
    Jordan, Amman 11814

Date: [insert date of Quotation Submission]

We, the undersigned, declare that:

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

SIGNATURE AND CONFIRMATION OF THE RFQ

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

<table>
<thead>
<tr>
<th>Exact name and address of company</th>
<th>AUTHORIZED SIGNATURE:______________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPANY NAME:____________________</td>
<td>DATE: ____________________________</td>
</tr>
<tr>
<td>ADDRESS: ________________________</td>
<td>NAME: (TYPE OR PRINT)____________________</td>
</tr>
<tr>
<td>________________________________</td>
<td>FUNCTIONAL TITLE OF AUTHORIZED SIGNATORY:________</td>
</tr>
<tr>
<td>PHONE NO.:______________________</td>
<td>E-MAIL ADDRESS: ___________________</td>
</tr>
<tr>
<td>E-MAIL ADDRESS:__________________</td>
<td>E-MAIL ADDRESS: ___________________</td>
</tr>
</tbody>
</table>
This quotation submission form MUST be duly completed and returned with the QUOTATION, along with confirmation that the products are in accordance with specifications and requirements of UN Women. The quotation “MUST” be submitted in the vendor’s business letterhead stationery. Failure to do so may result in disqualification of your QUOTATION.

Quotation Format

**TABLE 1: Item Description and Price**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>UNIT OF MEASURE</th>
<th>CURRENCY (please specify):</th>
<th>TOTAL PRICE, (inclusive of shipping)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>UNIT PRICE &amp; indicate whether DAP, FCA, CIP, CPT, and/or other (please specify)</td>
<td></td>
</tr>
</tbody>
</table>

1. 
2. 
3. 
4. 

**TOTAL PRICES (Indicate the Price & Currency of Quotation)**

TOTAL DAP, FCA, CIP, CPT, other [please specify] PRICE:

FREIGHT /INSURANCE/HANDLING COSTS:

TOTAL COST:

**TABLE 3: Compliance Requirements**

<table>
<thead>
<tr>
<th>Compliance Requirements</th>
<th>Your Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment terms 30 days upon receipt of invoice</td>
<td>Yes, we will comply</td>
</tr>
<tr>
<td>Delivery Lead Time: [minimum delivery lead time]</td>
<td></td>
</tr>
<tr>
<td>Estimated weight/volume/dimension of the Consignment: [minimum measurements]</td>
<td></td>
</tr>
<tr>
<td>Country/ies Of Origin(^1)</td>
<td></td>
</tr>
</tbody>
</table>

\(^1\) If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UN Women if awarded the PQ/contract.
Validity Period of Quotation: *minimum validity period required*

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

ANNEX 3

**UN WOMEN GENERAL CONDITIONS OF CONTRACT**

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

ANNEX 4

VOLUNTARY AGREEMENT TO PROMOTE GENDER EQUALITY

Voluntary Agreement to Promote Gender Equality and Women’s Empowerment

Between ___________________________ (Name of the Contractor)  
And The United Nations Entity for Gender Equality and the Empowerment of Women

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

☐ Acknowledge values & principles of gender equality (http://www.unwomen.org/en/about-us/guiding-documents) and women’s empowerment (http://weprinciples.org/Site/PrincipleOverview/);
☐ Provide information and statistical data (that relates to policies and initiatives that promote gender equality and women empowerment), upon request;
☐ Participate in dialogue with UN Women to promote gender equality and women’s empowerment in their location, industry and organization;
☐ Establish high-level corporate leadership for gender equality;
☐ Treat women and men fairly at work and respect and support human rights and nondiscrimination, including through equal pay policies;
☐ Ensure health, safety and wellbeing of all women and men workers;
☐ Promote education, training and professional development for women;
☐ Hold gender-specific trainings or courses for staff;
☐ Implement enterprise development, supply chain and marketing practices that empower women;
☐ Promote equality through community initiatives and advocacy;
☐ Measure and publicly report on progress to achieve gender equality.

On behalf of the Contractor: ___________________________

Name, Title: ___________________________,__________________________

Address: __________________________________________________________________________

Signature: _____________________________

Date: _______/_______/_______

DD MM YYYY
MODEL FORM OF LTA

LONG TERM AGREEMENT

LTA – No: YEAR/No. Date: DD/MM/YY

UNITED NATIONS ENTITY FOR GENDER EQUALITY
AND THE EMPOWERMENT OF WOMEN (UN Women)
220 East 42nd 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

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

Signature
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.

2.2 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.

2.3 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.
2.4 UN Women is not obligated to purchase any minimum service quantity under this Agreement.

2.5 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 one additional year 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

[PLEASE DESCRIBE THE PRODUCT/SERVICES OF THIS CONTRACT]

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 Consigned: corresponding address will be specified in each Purchase Order.

18.1.2 UN Women:

COUNTRY OFFICE 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.