**ANNEX 5**

# MODEL FORM OF CONTRACT

CONTRACT NO. [NUMBER]

 BETWEEN

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

AND

[NAME OF CONTRACTOR]

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

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

## **WITNESSETH**

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

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

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

**ARTICLE 1**

**CONTRACT DOCUMENTS**

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

Annex A: UN-Women General Conditions of Contract – Contracts for the Provision of Goods (the “General Conditions”);

Annex B: Document setting forth the goods to be procured and the technical specifications and/or the description for same, clearly evidencing UN-Women’s requirements (the “Specifications”) and Price schedule (“the Price List”);

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

1.2.1 First, this document;

1.2.2 Second, Annex A;

1.2.3 Third, Annex B;

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

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

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

**ARTICLE 2**

**EFFECTIVE DATE; TERM OF CONTRACT**

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

2.2 This Contract shall remain in effect until [date][for a period of time] from the Effective Date], unless earlier terminated in accordance with the terms of this Contract (the “Initial Term”).

### **ARTICLE 3**

### **REPRESENTATIONS AND WARRANTIES;**

### **RESPONSIBILITIES OF THE CONTRACTOR**

Representations and Warranties

3.1 The Contractor represents and warrants that:

* + 1. it is duly organized, validly existing and in good standing;
		2. it has all necessary power and authority to execute and perform this Contract;
		3. the execution and performance of this Contract will not cause it to violate or breach any provision in its charter, certificate of incorporation, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument;
		4. this Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms;
		5. all of the information it has provided to UN-Women concerning the provision of the Goods pursuant to this Contract is true, correct, accurate and not misleading; and
		6. it is financially solvent and is able to provide the Goods to UN-Women in accordance with the terms and conditions of the Contract.

Responsibilities of the Contractor

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

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

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

3.5 Except as expressly provided in this Contract, the Contractor shall be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance of its obligations under this Contract.

**ARTICLE 4**

**PRICE; PAYMENT**

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

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

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

4.4 Payments under this Contract shall be made to the Contractor [thirty (30) days] from receipt of the Contractor’s invoice and supporting documentation and certification by UN-Women that the Goods represented by the invoice have been provided and that the Contractor has otherwise performed in conformity with the terms and conditions of this Contract, unless UN-Women disputes the invoice or a portion thereof. Payments shall be made by UNDP Molodva on behalf of UN Women. All payments due to the Contractor under this Contract shall be made by electronic funds transfer to the Contractor’s bank account, the details of which have been notified by the Contractor, as follows:

### Name of Bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### Bank Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### Bank ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### (SWIFT/BIC for non-US bank and ABA number for US bank)

### Account No.

### Or IBAN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### (IBAN if the bank is within EU/EEA)

### BSB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### Bank account

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

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

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

### Type of Account: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

###  (indicate if Checking or Savings)

### Routing

### Instructions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### (if necessary)

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

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

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

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

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

**ARTICLE 5**

**LICENSES, PERMITS, AND OTHER AUTHORIZATIONS**

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

# ARTICLE 6

# LIQUIDATED DAMAGES

6.1 The Contractor acknowledges the requirement of UN-Women that the Goods be provided in accordance with the time periods set forth in this Contract. In particular, UN-Women will suffer both financial loss and inconvenience as a result of late performance. The Contractor therefore acknowledges that time is of the essence in relation to the provision of the Goods.

6.2 In the event of the Contractor’s failure to comply with the time periods in the Contract, without prejudice to any other rights or remedies that UN-Women may have under this Contract or otherwise, UN-Women may, at its sole option, demand liquidated damages for such delay (“Liquidated Damages”). Such Liquidated Damages shall be 0.1% of contract for every day of delay, up to a maximum duration of 1 calendar month of delay beyond the date upon which the Goods were due to have been delivered.

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

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

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

**ARTICLE 7**

**WARRANTIES**

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

**ARTICLE 8**

**NOTICES**

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

|  |  |
| --- | --- |
| If to the Contractor:[Name and address of Contractor]Attn: [name/title]Fax: [number]e-mail: | If to UN-Women:Name and address of UN WomenAttn: [name/title]Fax: [number]e-mail: |

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

**ARTICLE 9**

**MISCELLANEOUS**

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

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

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

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

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

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

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

|  |  |
| --- | --- |
| **FOR [NAME OF CONTRACTOR]** | **FOR UN WOMEN** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |