United Nations Nations Unies

Procurement

Cover Page

To:	**From:** **Bharpur DALAL**
Attention:	**Date:** **27-Nov-2023**
Email:	**Email:**

Total Number of Pages including this page:__63____

Attached is Request for Quotation No.: 3200032985 and all related documentation. Please notify the United Nations immediately if any part of this Request for Quotation is missing and/or illegible at the above email address. Please be advised that this facsimile number may be used only to send queries.

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United Nations Nations Unies

Procurement **27-Nov-2023**

REQUEST FOR QUOTATION

3200032985

SUBJECT: Supply and installation of equipment for (50) rehabilitated houses in Solagh area, Sinjar, Nineveh Governorate, Iraq

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1. The United Nations (UN) hereby requests your price quotation for the item(s) specified in this Request for Quotation (RFQ), which consists of this document and the following annexes:

Annex A: Price Quotation
Annex B: Performance Security Form
Annex C:TOR
Annex D: Record of Previous Contracts Template
Annex E: Evaluation Criteria
Annex F:CV Template
Annex G: UNGCC for Provision of Goods and Services
Annex H: Model contract for goods and services
Annex I: Map and GPS coordinates

2. Quotations are required to be submitted to the UN in English language and in **ONE COPY**, no **later than 7-Dec-2023 at 02:00 PM (Baghdad Time)** (the ClosingTime), by E-mail: **unon-rfq@un.org.** Quotations received after the Closing Time may be considered or evaluated only in exceptional circumstances.
3. Please note that submissions by e-tendering will be rejected.

Validity of Quotations

4. Your Quotation shall be irrevocable and remain valid for acceptance for at least **90** calendar days, commencing on the Closing Time.

5. If deemed necessary by the UN, Bidders may be requested to extend the validity of their Quotations for an additional period(s), in order to finalize the solicitation process. If the extension of the validity period is accepted by a Bidder, the Bidder will not be permitted to otherwise modify or consequently withdraw its Quotation.

Evaluation Criteria and Contract Award

6. All Quotations will be evaluated, and the Quotation which is technically compliant and offers the lowest price may be selected.

7. The UN reserves the right, at its sole discretion, to:
   7.1. Award separate or multiple Contracts for same or different elements covered by this RFQ in any combination it may deem appropriate, or only a portion of the requirements. If a Quotation is submitted on an “all or none” basis, it should be clearly stated as such;
   7.2. Reject any or all Quotations received in response to this RFQ and negotiate with any of the Bidders in any manner deemed to be in the best interest of the UN;
   7.3. Add new considerations, information or requirements at any stage of the process.

8. In exceptional situations, the UN may cancel this RFQ through written notification to all Bidders.

Notice of Award

9. The selected Bidder(s) will be notified in writing that the UN considers an award of the Contract. No legal

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obligation exists until the issuance of a Contract or Purchase Order (PO) by the UN.

10. Unsuccessful Bidders will be notified in writing. The UN has the right to retain unsuccessful Quotations. Unsuccessful Bidders having questions about the name of the selected Bidder(s), the Contract/Purchase Order value(s), or the reasons for non-selection of their Quotation, may contact the Procurement Officer at the email/fax number provided for submission of Quotations.

11. Any Contract or Purchase Order entered into with the successful Bidder will be subject to the UN General Conditions of Contract (UNGCC). You will find the link to the UNGCC at **https://www.un.org/Depts/ptd/pdf/general_condition_goods_services.pdf**. A Draft Form of Contract may also be included in this RFQ. By submitting a Quotation, the Bidder confirms that it has accessed, read, understood, agreed and accepted the UNGCC and the Draft Form of Contract, if applicable and if provided herein.

Commercial Instructions

Bidders shall provide all the required information as detailed herein, in accordance to the following terms:

12. Payment Terms. The standard UN terms of payment are net **30** calendar days following satisfactory delivery of goods, performance of services and the submission of an invoice, whichever is later. Payment for any goods or services by the UN shall not be deemed an acceptance of the goods or services. The provisions of Incoterms 2010 shall apply to any delivery terms specified in this RFQ.

13. The UN policy is to preclude advance payments or payment by Letters of Credit. Such provisions in a Quotation will be prejudicial to its evaluation by the UN.

14. Currency. Prices may be quoted in a currency other than the US Dollar. However, for the purposes of comparison of all Quotations, the UN will convert the currency quoted in the Quotation to US Dollar in accordance with the prevailing UN Operational Rate of Exchange at the Closing Time.

15. The Contract/Purchase Order, Bidder's invoices and the UN payments will be made in the currency as originally quoted by the Bidder in their Quotation.

16. Price. The offered price should be all inclusive. If the price excludes certain fees and/or charges, the Bidder must provide a detailed list of excluded fees, with a complete explanation of the nature of those fees. Unless otherwise provided in this RFQ, the Contract or the Purchase Order shall be concluded on a Firm Fixed Price basis, and shall not be subject to any adjustment, including the actual cost incurred by the Bidder in performing the Contract or any market price changes.

17. GSA Clause (for USA vendors only). The UN is officially eligible, under the United States Foreign Assistance Act of 1961, to receive full benefits under General Services Administration (GSA) Contracts. Accordingly, Quotation must specify whether or not items quoted by the Bidder are currently subject to GSA Federal Supply pricing and indicate the GSA Contract Number and Expiration Date, wherever applicable.

Liquidated Damages

18. If the Bidder fails to supply specified goods/services within the leadtime to be stipulated in the Contract or in the Purchase Order, for any reason other than the UN act or omission, the UN shall deduct as liquidated damages, a sum equivalent to **0.5%** of the total Contract/Purchase Order value, or portion thereof that is delayed, for each calendar day of delay until actual delivery, up to a maximum deduction of **10%** of the total Contract/Purchase Order value, or portion thereof that is delayed; all without prejudice to any other remedies available to the UN. A maximum grace period of **10** calendar days may be permitted. However, if the delivery is not completed within the grace period, liquidated damages will apply from the day immediately following the original delivery date. Said amount is agreed to be a reasonable estimation of the damages which the UN will sustain, without the UN having to prove any actual damage, and not as a penalty against the Contractor. In case of a different provision stated in the Draft Form of Contract (if applicable and if provided herein), the Draft Form of Contract shall

prevail.

Miscellaneous

19. This RFQ does not commit the UN to award a Contract or to issue a Purchase Order. Any Quotation submitted will be regarded as a proposal by the Bidder and not as an acceptance by the Bidder of any proposal by the UN.

20. Bidders shall bear any and all costs and expenses related to the preparation and/or submission of a Quotation, regardless of whether the Bidder's Quotation is selected or not.

21. Bidders may find the UN Procurement Manual and the UN Financial Rules and Regulations, which are applied to this RFQ, at **https://www.un.org/Depts/ptd/pdf/pm.pdf**.

22. Vendor registration and update of information: Only vendors registered with the UN Secretariat in the United Nations Global Marketplace (UNGM) can participate in this solicitation. Vendors must be registered at the appropriate level in UNGM in order to be considered for award. In the event that a vendor fails to achieve the required registration level by the time the UN is ready to make an award, the UN reserves the right to award an alternative vendor. Vendors are responsible to ascertain their registration level at **http://www.ungm.org** and, if in doubt, contact the UN Secretariat at **register@un.org**. For UNGM account-related issues, please contact: **registry@ungm.org**. Vendors are responsible for keeping their information up-to-date in UNGM. More information can be found at **https://www.un.org/Depts/ptd/vendor-registration**.

23. Code of Conduct: By submitting a Quotation, the Bidder confirms that he/she has accessed, read, understood and agrees to comply with the UN Supplier Code of Conduct, which, amongst others, prohibits collusive bidding, anti-competitive conduct, improper assistance and corrupt practices. Bidders should refer to the UN Supplier Code of Conduct at: **https://www.un.org/Depts/ptd/pdf/conduct_english.pdf**

24. The procurement of goods and/or services by the United Nations shall be in compliance with Security Council resolutions, and the rules, regulations and policies promulgated by the United Nations' principal organs.

25. If so requested, the Contractor shall furnish to the UN, within 5 business days of the UN's request, an electronic copy of the applicable price list(s) including item identification references, which shall serve as a catalogue of goods and/or services that can be ordered by the UN.

Independent Price Determination

26. Consistent with the UN Supplier Code of Conduct, by submitting a Quotation, the Bidder certifies that:
    1) the prices offered in the Quotation have been arrived at independently, without any consultation, communication, or agreement in any manner that would result in restriction of competition with any other Bidder or competitor relating to (a) those prices, (b) the intention to submit a Quotation, and/or (c) the methods or factors used to calculate the prices offered;
    2) the prices in the Quotation have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before the UN issues an award under this solicitation; and
    3) no attempt has been made or will be made by the Bidder to induce any other entity to submit or not to submit a Quotation for the purpose of restricting competition.

    Failure to comply with the above Independent Price Determination provisions shall result in the rejection of the Quotation(s). In addition, the UN reserves the right to exercise any other rights and remedies available to it.

27. Supplementary Information

    Site visit
    Date & time: 03 Dec 2023 at 12:00 PM (Baghdad Local time)
    Location: Sinjar Municipality
    GPS Coordinates: 36.31305, 41.91883

Contact Person: Aryan Faris, Email: aryan.faris@unhabitatiraq.org

virtual pre-bid conference
Date & time: 04 Dec 2023 at 01.00 PM -02.30 PM (Baghdad Local time)

Clarifications

For clarifications regarding this RFQ, you are requested to contact the Procurement Officer, exclusively in writing, via e-mail: yasir.mohammed@un.org no later than 04 Dec 2023 at 04:00 PM Baghdad local time. No communication, written or verbal, is allowed in connection with this RFQ with any UN staff members other than Procurement Officers.

IMPORTANT***
All bids must be submitted via email to unon-rfq@un.org no later than 07 Dec 2023 at 02:00 PM (Baghdad Local time). Please do not even copy (cc) any other email address, otherwise your bid may be disqualified

We look forward to your Quotation and thank you in advance for your interest in UN procurement opportunities.

27 Nov 2023

Bharpur Dalal
Procurement Officer
UN-HABITAT, ROAS

Schedule of Requirements for installation of equipment for (50) rehabilitated houses in Solagh area, Sinjar, Nineveh Governorate/ Iraq

جدول الكميات لتركيب المعدات لـ (50) منزلاً تم تأهيلها في صولاغ / قضاء سنجار، محافظة نينوى، العراق محافظة نينوى ، العراق **RFQ 3200032985**

NOTES:
- The schedule of reuirements includes the provision and installation of various equipment in two locations in 50 rehabilitated houses located at various points in the Solagh area in Sinjar District.
- The schedule of reuirements includes optional items, which are mandatory items that contracting companies must price. UNH will decide later how many optional items will be implemented with other project components or not upon the awarding of the contract.
- Catalogues and samples of all materials should be submitted to UN-Habitat supervisor engineer for selection and approval before starting the works.
- All work shall be implemented according to the direction and guidance of the supervising engineer
- Installation of all equipment shall be coordinated with UN Habitat engineers and with the house occupants.
- Supplier shall be responsible to train the occupants on the recommended operational procedure of the supplied equipment.
- Occupants must be made aware on how and where to seek maintenance and to obtain spare parts when required.
- Water filter and water pump must be guaranteed for one calendar year by the supplier.
- Delivery receipt should be signed by the occupants and the UN Habitat engineers.
- The awarded contractor shall prepare and submit a work schedule to implement all the activities within the specified period in collaboration with the UN-Habitat engineers.
- Workers will wear high visibility vests and hard caps at all times while on site, and robust shoes and gloves where necessar
- The awarded contractor is not entitled for any additional cost or compensation against omission of any item of works.

ملاحظات:
- يتضمن جدول المتطلبات توفير وتركيب معدات مختلفة في موقعين في 50 منزلاً تم إعادة تأهيله تقع في نقاط مختلفة في منطقة صولاغ في قضاء سنجار
يشتمل جدول المتطلبات على بنود اختيارية، وهي بنود إلزامية يجب على شركات المقاولات تسعيرها. ستقرر الأمم المتحدة لاحقًا عدد العناصر الاختيارية التي سيتم تنفيذها مع مكونات المشروع الأخرى أو لا عند منح العقد.
يتم تقديم كتالوجات ونماذج جميع المواد التي سيتم استخدامها إلى الجهة المشرفة للمقارنة والاختيار قبل بدء عملية التنفيذ.
- يجب تنفيذ جميع الأعمال تنفذ حسب ارشادات وتوجيهات المهندس المشرف
- يجب أن يتم التركيب بالتنسيق مع مهندس موئل الأمم المتحدة ومع شاغلي المنزل (المستفيدين).
- يجب أن يكون المورد مسؤولاً عن تدريب المستفيدين على إجراءات التشغيل الموصى بها للمعدات الموردة.
- يجب توعية المستفيدين بكيفية ومكان طلب الصيانة والحصول على قطع الغيار عند الحاجة.
- يجب توريد ضمان لمنقي المياه (المصفاة) ومضخة المياه لمدة عام واحد من قبل المورد.
- يجب توقيع إيصال التسليم من قبل المستفيدين ومهندس موئل الأمم المتحدة.
- يجب على المقاول المخول إعداد وتقديم الجدول الزمني لتنفيذ العمل خلال الفترة المحددة بالتعاون مع فريق موئل الأمم المتحدة
يجب على العمال ارتداء سترات وقبعات صلبة عالية الوضوح في جميع الأوقات أثناء تواجدهم في الموقع ، وأحذية وقفازات متينة عند الضرورة..
- لا يحق للمقاول المخول أي تكلفة إضافية أو تعويض مقابل إغفال أي بند من بنود الأعمال.

A	**Installation of equipment for (50) rehabilitated houses in Solagh area/ Sinjar District**					
	Item Description	**Unit** **الوحدة**	**Quantity** **الكمية**	**Unit Price** **سعر الوحدة**	**Total Price** **المبلغ**	**وصف البند**
A-1	**Aluminum kitchen cabinet:** Supply and installation of a new prefabricated aluminum kitchen cabinet with three compartments, dimensions: (150 cm length, 60 cm, height 95 cm), with (6) adjustable legs of a minimum height of 10 cm including all accessories. The hinges are made of stainless steel and adjustable, spring-type. The handles must be of hardened steel. The cabinet should consist of three sections, each with a drawer at the top, and a storage compartment below. The top part of the cabinet should include at least one shelf, the top of the cabinet should support a load of at least 50 kg to be used as a work surface. **Cabinet sample should be submitted physically on-site to the UN-Habitat supervisor engineer for inspection and approval of aluminum sections, panel thickness, color, and accessories before supplying the cabinet.** All works shall be implemented according to the guidance and satisfaction of the UNH supervisor engineer.	No	50	0	0	**خزانة مطبخ من الألمنيوم:** توريد وتركيب خزانة مطبخ ألمنيوم مسبقة الصنع جديدة بثلاث حجرات أبعادها: (طول 150 سم، 60 سم، ارتفاع 95 سم)، مع (6) أرجل قابلة للتعديل بارتفاع لا يقل عن 10 سم شاملة جميع الملحقات. المفصلات مصنوعة من الفولاذ المقاوم للصدأ وقابلة للتعديل من النوع الزنبركي. يجب أن تكون المقابض من الفولاذ المقسى. يجب أن تتكون الخزانة من ثلاثة أقسام، لكل منها درج في الأعلى، وحجرة تخزين في الأسفل. يجب أن يشتمل الجزء العلوي من الخزانة على رف واحد على الأقل، ويجب أن يدعم الجزء العلوي من الخزانة حمولة لا تقل عن 50 كجم لاستخدامها كسطح عمل.. **ينبغي تقديم عينة فعلية للخزانة في الموقع إلى المهندس المشرف في برنامج الأمم المتحدة للمستوطنات البشرية (UN-Habitat) لفحص مقاطع الألومنيوم المستخدمة وسمك اللوحة ولونها وملحقاتها والموافقة عليها قبل توريد الخزانة.** يجب تنفيذ جميع الأعمال وفقًا لتوجيهات ورضا المهندس المشرف في الأمم المتحدة
A-2	**RO water filteration system:** Supply and install a domestic **RO water filteration system (Reverse Osmosis)** of Six stages of water treatment or more, in one compact unit, best type avialable in the market. Filter shall be composed of: - Sediments Filter. - Carbon Filters. - Reverse Osmosis Membrane. - Remineralisation Filter. - Alkaline Ph Filter - UV Sterilization unit Work includes supply and installation. All necessary fittings are to be provided by the supplier (water resource and power resource) and per the directions of UN Habitat engineers. **Warranty certificate for (05) years, Catalogs and samples of all materials should be submitted to UN-Habitat supervisor engineer for selection and approval before starting the works**	No	50	0	0	**نظام فلترة مياه منزلي RO(للتناضح العكسي):** توريد وتركيب نظام فلترة مياه منزلي RO ذو ستة مراحل من المعالجة أو أكثر ، مدمجة في وحدة واحدة ، من أفضل نوع متوفر في السوق. يتكون المرشح من: - مرشح الرواسب. - فلاتر كربون. - غشاء التناضح العكسي. - مرشح إعادة التمعدن. - فلتر قلوي Ph - وحدة التعقيم بالأشعة فوق البنفسجية يشمل العمل التوريد والتركيب. على المورد توفير جميع المستلزمات اللازمة للتركيب (مصدر مياه و مصدر كهرباء) وبحسب تعليمات مهندس موئل الأمم المتحدة. **ينبغي تقديم شهادة ضمان المنتج (5 سنوات) ونموذج لنظام فلترة المياه المنزلي إلى المهندس المشرف لموئل الأمم المتحدة في الموقع للفحص والموافقة قبل التوريد**
A-3	**Kerosene heater:** Supply Indoor Kerosene heater (TV shape) Best Quality in the market (source of origin will be decided on site) and according to the following specifications: Heating rate: more than 10,300 BTU/h Fuel Tank Capacity: 4.7 L Burning Time: 16.8 hours Size(W*D*H): 586*304*439 mm Weight: 9.5 kg Igniter: Electrical Ignition system Emergency off device Safety shut-off system. **Warranty certificate for (05) years, Catalogs and samples of all materials should be submitted to UN-Habitat supervisor engineer for selection and approval before supplying**	No	50	0	0	**سخان الكيروسين: (صوبة الكاز)** توريد سخان كيروسين داخلي (شكل تلفزيون) أفضل جودة في الاسوق (سيتم تحديد منشأ المنتج المناسب في الموقع). و حسب المواصفات التالية : معدل التسخين: أكثر من 10,300 وحدة حرارية/ساعة سعة خزان الوقود: 4.7 لتر وقت العمل: 16.8 ساعة الحجم (العرض * العمق * الارتفاع): 586*304*439 ملم الوزن: 9.5 كجم المشعل: نظام الإشعال الكهربائي إيقاف تشغيل الجهاز في حالات الطوارئ نظام إغلاق آمن **ينبغي تقديم شهادة ضمان المنتج (5 سنوات) ونموذج لسخان الكيروسين إلى المهندس المشرف لموئل الأمم المتحدة في الموقع للفحص والموافقة قبل التوريد**
Grand Total					-	**المجموع الإجمالي لتركيب المعدات في (50) منزلاً**

B	**provide the unit rate and total price Optional item to be executed as the UNs discretion, Bidders are expected to**	**بند اختياري يتم تنفيذه حسب تقدير الأمم المتحدة ، على مقدمي العطاء ادراج سعر الوحدة والسعر الإجمالي**

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B-1	**Plastic water tank:** Supply and installation of a horizontal plastic water tank with a capacity of (2000) liters. The number of layers in the tank wall must not be less than 5 layers, of the best types available on the market. The tank should have one inlet from the top and one outlet from the bottom of the wall. A certificate of origin and a guarantee of at least 10 years must be provided. The tank is to be installed on RCC concrete base with dimensions (2.5m x 2.5m x 0.25m). A **sample should be submitted on-site to the UN-Habitat supervisor engineer for inspection and approval before supply**. All works shall be implemented according to the guidance and satisfaction of the UNH supervisor engineer.	No	50	0	0	**خزان مياه بلاستيكي:** توريد وتركيب خزان مياه بلاستيكي أفقي بسعة (2000) لتر. يجب ألا يقل عدد الطبقات في جدار الخزان عن 5 طبقات، من أفضل الأنواع المتوفرة في السوق. يجب أن يكون للخزان مدخل واحد من الأعلى ومخرج واحد من أسفل الجدار. ويجب تقديم شهادة المنشأ وضمان لا يقل عن 10 سنوات. يتم تركيب الخزان على قاعدة خرسانية بأبعاد (2.5م×2.5م×0.25م). **ينبغي تقديم شهادة ضمان المنتج (5 سنوات) ونموذج من عينة الخزان في الموقع إلى المهندس المشرف في موئل الأمم المتحدة للفحص والموافقة قبل التوريد.** يجب تنفيذ جميع الأعمال وفقًا لتوجيهات ورضا المهندس المشرف في الأمم المتحدة
B-2	**Domestic water pump (1 HP)**: Supply and installation of a domestic water pump (1 HP), flow 3 cu.m per hour, Head 20 m. The price includes all required materials and necessary plumbing fittings, such as PVC pipe 1", as non-return valves for preventing water backflow. GVs, NRVs, bypass system, and all required accessories to connect the ground water tank to the elevated water tank to complete the job according to the instruction and satisfaction of the UNH engineers. The pump is to be installed on the same concrete pad for the ground water tank. **Warranty certificate for (01) year, Catalogs and samples of water pumps should be submitted to UN-Habitat supervisor engineer for selection and approval before suplly**ing **the pump**.	No	50	0	0	**مضخة مياه مترلية (1 حصان):** توريد وتركيب **مضخة مياه مترلية (1 حصان)** ، التدفق 3م3 في الساعة، قدرة الرفع 20 م. السعر يشمل جميع المواد المطلوبة وتركيبات السباكة اللازمة مثل بواري PVC قطر 1" وجميع المحابس وملحقات السباكة اللازمة لقطع ومنع ارتداد المياه NRVs ، GVs ونظام الالتفافية لتوصيل خزان المياه الأرضي بالخزان العلوي لإكمال العمل وفقًا لتعليمات ورضا مهندس منظمة الهابيتات بالموقع . يجب أن تركيب المضخة على نفس القاعدة الخرسانية لخزان المياه الأرضي. **ينبغي تقديم شهادة ضمان المنتج (لمدة سنة) ونموذج لمضخة المياه المترلية إلى المهندس المشرف لموئل الأمم المتحدة في الموقع للفحص والموافقة قبل توريد المضخة.**
B-3	**Supply air cooler:** Supply the air cooler best quality with the following specifications: power= slow speed 242 w, high speed 445 w motor capacity 187 w Produced air quantity: 3900 m3/h Voltage: 230 +-10 Hertz:50 capacity function 0.93. **Warranty certificate for (05) years, Catalogs and samples of all materials should be submitted to UN-Habitat supervisor engineer for selection and approval before supplying**	No	50	0	0	**مبرد الهواء:** توريد مبرد الهواء بأفضل جودة بالمواصفات التالية: السرعة البطيئة 242 وات، السرعة العالية 445 وات قدرة المحرك 187 واط كمية الهواء المنتج: 3900 م3/ساعة الجهد: 230+-10. هيرتز: 50 وظيفة القدرة 0.93 **ينبغي تقديم شهادة ضمان المنتج (5 سنوات) ونموذج لمبرد الهواء إلى المهندس المشرف لموئل الأمم المتحدة في الموقع للفحص والموافقة قبل التوريد**
Total Cost of Optional Items					**-**	**التكلفة الإجمالية للعناصر الاختيارية**

IMPORTANT NOTE:

If Bidders are intended to submit their offers in the local currency (IQD) accordingly, the Contract will be awarded, and payments made by the UN on the same currency (IQD) as offered by the proposer.

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United Nations Nations Unies

Procurement

Annex B: Performance Security Form

[Bank Stationery]
[Date]

Procurement Division
United Nations
15th Floor, 1 United Nations Plaza
New York, NY 10017
U.S.A.
Attn: Mr. _____, Director
Fax: _____
"Beneficiary"

[Name and Address of Contractor]
"Principal"

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

Dear Sirs and Madams:

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

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

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

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

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

Yours faithfully,

For and on behalf of [name of issuer bank]

{Bank's Official Seal}

_____
Name:
Title:

RFQ Title: Supply and installation of equipment for (50) rehabilitated houses in Solagh area, Sinjar, Nineveh Governorate/ Iraq

Annex C

Terms of Reference

1. Project background

1.1 After the invasion of Sinjar District by the so-called Islamic State of Iraq and the Levant (ISIL) in 2014, more than 250,000 people were displaced from Sinjar and the surrounding villages. Even after the official declaration of the 'end of war against ISIL' by the Government of Iraq in 2017, many of the internally displaced persons (IDPs) who are originally from Sinjar District are caught in protracted displacement. Destruction of their houses is one of the major reasons preventing them from returning. Urgent assistance is needed by those who lost houses during the conflict.

1.2 The main service is to supply and install housing equipment to the rehabilitated houses to support in improving the quality of life of the returnees. It consists of an aluminium kitchen cabinet, RO water filtration system, and heating instrument (gasoline heater), and as *optional items* a horizontal water tank and a water lifting pump, and cooling system (air cooler) to be provided to 50 housing units rehabilitated by UN Habitat in Solagh area, Sinjar District, to facilitate return of the IDPs. Provision of the items will be in accordance with the attached Schedule of Requirements.

1.3 The works will be implemented under the project titled "Recovery Support to Returnees in Iraq to Strengthen Socio-Economic Stabilization, including Improved Food Security" funded by the Government of Japan. This supply of equipment will be implemented through the local contractor, engaged in adherence to UN-compliant procurement policies and procedures, which entails the issuance of competitive tenders in line with the overall programme and the donor's explicit request to support the returnees in the project area.

2. Objective

The overall objective of the project is to support peacebuilding in Iraq through seamless transition from emergency recovery to reconstruction and development in key liberated cities. The primary outcome of the interventions is to facilitate returnees to Sinjar through the rehabilitation of (50) houses in Solagh area, Sinjar District.

3. Activities

The activities for this project consists of the supply and installation of pre-defined equipment in (50) houses recently rehabilitated by UN-Habitat in the Solagh area in Sinjar District, Nineveh Governorate, Iraq. The purpose of providing equipment to improve the quality of life of returnees in (50) houses recently rehabilitated by UN-Habitat to sustain improvement in the living conditions of returnees,

- The equipment to be supplied to the (50) rehabilitated houses project in addition to the work required as described below:

Installation of equipment in (50) houses project:

- Fabricate, supply, and install aluminum kitchen cabinet with hard worktop.
- Provision of RO water filtration compact unit system. Filters are to include ultraviolet sterilization unit and the unit is to be installed by the supplier at a suitable approved location in the kitchen. Supplier shall train the beneficiary on usage and maintenance of the compact unit.

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- Supply indoor Kerosene heater (TV Shape type).

Optional Items

- Supply horizontal water tanks and install on RCC concrete pad and connect to existing water supply and distribution system.
- Supply, install, and commission water lifting pump. Pumps are to be connected to existing water supply and distribution system.
- Supply evaporative air cooler.

A detailed description of the items of work, which will be implemented under this project, is laid down in the attached Schedule of Requirements. The requirements of this project have been determined based on the field assessment and socio-economic vulnerability survey conducted by UN-Habitat.

4. Contract duration

Total duration: 30 calendar days

5. Project Location

Solagh village, Sinjar District, Nineveh Governorate.
GPS Coordinates: 36.31305, 41.91883

6. Site visit (Optional):

The bidder is responsible for obtaining the necessary security clearance from the relevant authorities (if applicable) to visit/access the site. Please contact the local authorities and/or relevant security entities to confirm the process.

Sinjar Municipality, GPS Coordinates: 36.31305, 41.91883

Site Visit Date & Time: xx, xx,2023, 10:00 am (Baghdad Local Time)

Contact Person: Aryan Faris, Tel.: +964 750 720 7921, Email: aryan.faris@unhabitatiraq.org

7. Reporting

The contractor will provide a weekly report on the project implementation and an implementation timetable, which will also include the number of workdays and manpower desegregated by specialty and gender. The contractor should provide samples and have all supplied equipment and materials approved before importing to the work site.

8. Warranty

All items shall be warranted for 6 months; this warranty will cover all material and workmanship defects arising during the warranty period.

9. Payment Terms

One instalment, within 30 calendar days and after satisfactory supply and installation of 100% of the required quantities and acceptance by UN-Habitat.

RFQ Title: Supply and installation of equipment for (50) rehabilitated houses in Solagh area, Sinjar, Nineveh Governorate/ Iraq

10. Performance Security Bond

The performance bond shall be valid for the project implementation period (30 calendar days) plus the warranty period 6 Months and 30 days after the expiration of the warranty period.

11. Documents to be submitted

Bidder must fulfil the following pass/fail criteria:

#	Mandatory Requirement	Supporting Documents Required / Criteria for Assessment	Criteria [Pass/Fail]
1.	Official/Legal registration	Bidder must provide a copy of the company's registration certificate in Iraq.	Pass/Fail
2.	Minimum Average annual turnover: USD 23,000.00 (Twenty-Three Thousand US Dollars)	Bidder must submit latest 3 years (2022, 2021 and 2020 OR 2021, 2020, and 2019) audited/certified financial statements clearly demonstrating an Average Annual Turnover of USD 23,000.00	Pass/Fail
3.	Supply, delivery, and installation timetable (Gantt chart or equivalent).	Bidder must submit a supply, delivery, and installation timetable, detailing the execution of all tasks. The proposed schedule should not exceed 30 calendar days. However, bidder may propose a shorter period.	Pass/Fail
	Bidder must submit copies of the Project Team Structure and CVs of designated Key personnel. The minimum Key personnel in the Team structure are as follows: **i) Project Manager/ Team Leader:** Minimum 3 years of experience with at least bachelor's degree (or equivalent) in Civil Engineering, at least 1 project similar in scope and complexity to the current project as a project manager. **ii) Supervisor:** minimum 3 years of experience in projects similar in scope and complexity to the current project; with at least a Diploma in Civil Engineering (or equivalent) and supervisory role in two similar projects.	(a) Bidders must submit CVs of the project key personnel that fit the specified project roles. (b) The CV should be presented in the attached format/template (Annex C) indicating the educational qualifications, experience on similar projects, etc., and signed by the individual. UN-Habitat may request for copies of education and professional certification.	Pass/Fail
4.	Evidence that the bidder is in continuous business of	a) Bidder must submit a list of minimum 2 completed similar projects performed within the last 4 years (indicating the	Pass/Fail

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	providing similar services during the past 3 years. Similar services e.g. Supply and install of kitchen cabinet, horizontal water tank, water lifting pump and RO water filtration system to housing units	client's name, description of works, location duration and value). The details should be submitted in the attached template (Annex E)	
		b) Bidder must provide a copy of the substantial completion certificate for both projects mentioned in (a) above. OR Details of client/project (description of project, name of client, name/email address and telephone number of focal point) for the projects mentioned in (a) above. (in lieu of a substantial completion certificate).	Pass/Fail

RFQ# 3200032985

RFQ Title: Supply and installation of equipment for (50) rehabilitated houses in Solagh area, Sinjar, Nineveh Governorate/ Iraq

Annex D
Record of Previous contracts
(Attach copy of contract)

Required Details	Contract 1	Contract 2	Contract 3
Name of client			
Contact Person			
Tel #			
Email address			
Contract Number			
Description of services			
Contract value (Currency/Amount)			
Contract duration (dd/mm/yyyy)	From:	From:	From:
	To:	To:	To:
Location of services			

Authorized signatory: _____

Name of signatory: _____

Designation/Title: _____

RFQ# 3200032985

RFQ Title: Supply and installation of equipment for (50) rehabilitated houses in Solagh area, Sinjar, Nineveh Governorate/ Iraq

Date: _____

Annex E

RFQ# 3200032985

RFQ Title: Supply and installation of equipment for (50) rehabilitated houses in Solagh area, Sinjar, Nineveh Governorate/ Iraq

Technical Evaluation Criteria:

#	Mandatory Requirement	Supporting Documents Required / Criteria for Assessment	Criteria [Pass/Fail]
1	Official/Legal registration	Bidder must provide a copy of the company's registration certificate in Iraq. ***In case of Joint Venture/ Consortium submission, all member combined must meet this requirement.***	**Pass/Fail**
2	Minimum Average annual turnover: USD 23,000.00 (Twenty-Three Thousand US Dollars)	Bidder must submit latest 3 years (2022, 2021 and 2020 OR 2021, 2020, and 2019) audited/certified financial statements clearly demonstrating an Average Annual Turnover of USD 23,000.00 ***In case of Joint Venture/ Consortium submission, the lead member must meet this requirement.***	**Pass/Fail**
3	Supply, delivery and installation timetable (Gantt chart or equivalent).	Bidders must submit the project implementation timetable for the project. The proposed schedule should not exceed 30 calendar days. However, the bidder may propose a shorter period. ***In case of Joint Venture/ Consortium submission, all member combined must meet this requirement***	**Pass/Fail**
4	Bidder must submit copies of the Project Team Structure and CVs of designated Key personnel. The minimum Key personnel in the Team structure are as follows: **i) Project Manager/ Team Leader:** Minimum 3 years of experience with at least bachelor's degree (or equivalent) in Civil Engineering, at least 1 project similar in scope and complexity to the current project as a project manager. **ii) Supervisor:** minimum 3 years of experience in projects similar in scope and	(a) Bidders must submit CVs of the project key personnel that fit the specified project roles. (b) The CV should be presented in the attached format/template (Annex F) indicating the educational qualifications, experience on similar projects, etc., and signed by the individual. UN-Habitat may request for copies of education and professional certification. ***In case of Joint Venture/ Consortium submission, all member combined must meet this requirement.***	**Pass/Fail**

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	complexity to the current project; with at least a Diploma in Civil Engineering (or equivalent) and supervisory role in two similar projects.		
5	Evidence that the bidder is in continuous business of providing similar services during the past4 years. Similar services e.g. Supply and install of kitchen cabinet, horizontal water tank, water lifting pump and RO water filtration system to housing units **If the bidder has implemented any previous projects for UN Habitat in Iraq, the bidder's performance shall indicate satisfactory or above (good, excellent) on the satisfactory Completion certificates issued by UN-Habitat.** ***In case of Joint Venture/ Consortium submission, all member combined must meet this requirement.***	(a) Bidder must submit a list of minimum 2 completed similar projects performed within the last 4 years (include the client's name, client focal point name, focal point email address, description of works, location, duration, and value) The details should be submitted in the attached template (Annex D) **If bidder has implemented any UN-Habitat project in Iraq, that project (s) shall be indicated here and bidder shall submit satisfactory Completion certificates issued by UN-Habitat.**	**Pass/Fail**
		b) Bidder must provide a copy of the substantial completion certificate for each of the contracts mentioned in (a) above. **OR** details of previous clients/projects; client focal name, designation, official email address/telephone number (in lieu of substantial completion certificates)	**Pass/Fail**
		C) Bidder must provide a satisfactory performance letter (from the client) for each of the completed contracts mentioned in (a) above. **OR** details of previous clients/projects; client focal name, designation, official email address/telephone number (in lieu of satisfactory performance letters)	**Pass/Fail**

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Annex E

RFQ# 3200032985

RFQ Title: Supply and installation of equipment for (50) rehabilitated houses in Solagh area, Sinjar, Nineveh Governorate/ Iraq

Commercial Evaluation Criteria

No	Description of Evaluation	Evaluation Criteria	Rating
1	Confirmation of acceptance of UN General Conditions of Contract for goods and services or if not accepted, an indication in the Financial bid specifying any reservations in respect to any of the UNGCC provisions as required.	Bidder to provide written confirmation.	Pass/Fail
2	Confirmation that the bid shall be valid for 90 days.	Bidder to provide written confirmation.	Pass / Fail
3	Bidder must be registered and accepted in UNGM at Basic level at the time of bid submission. Basic Level registration and acceptance is required before contract award. Please provide UNGM Registration number.	Bidder to provide UNGM Registration number.	Pass / Fail
4	a) Bidder will furnish ROAS with a Performance Security equal to 10% of Contract Value, if awarded the Contract. Such performance security shall be in the form of an unconditional and irrevocable on-demand bank guarantee. The performance security shall remain valid for the entire Contract Duration. plus **30** days. Contract duration includes the substantial completion period plus the defect's liability period.	Bidder to provide written confirmation.	Pass / Fail
	b) If a bidder intends to submit Performance Security in a format authorized by the Central Bank of Iraq (CBI), the bidder should provide a written confirmation that: *We <<<<bidder name>>> confirm that the phrase "indirect damage such as taxes and fees" as indicated in the CBI authorized Performance Security only refers to the costs and fees that the company (bidder) must pay to any Iraqi government departments and authorities such as but not limited to, the Ministry of Finance Tax Authority or the Ministry of Commerce Companies Registration Department.* **The Performance security, which is in a format authorized by CBI, may be accepted solely at the UN's discretion.**		
5	Bid form (BOQ) to be fully completed	Bidder to provide written confirmation	Pass / Fail
6	Confirmation that the prices and fees will remain firm and fixed for the entire duration and any extensions thereof	Bidder to provide written confirmation	Pass / Fail
7	Bidder confirmation on the acceptance of the UN Model Contract for Service	Bidder to provide written confirmation	Pass / Fail
8	Confirmation that the bidder is not on any restricted lists (World Bank, or any other UN Agency).	Bidder to provide written confirmation	Pass / Fail

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9	Bidder's bank account details. * Bidders are advised to provide accurate bank account information as this will be used for payment transfers to the awarded bidder.	Bidder to provide a written confirmation of its official bank account details. The bank account name should reflect the company's official registration name. This written confirmation should include the following 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): Title/name: Currency of Payment: Currency of Bank Account: Type of Account: Routing Instructions: (if necessary): • The bank account details document must be signed and stamped by an authorized official of the company. The bank account details document must be signed and stamped by an authorized official of the company • If the bank account name is different from the bidder's company name, the bidder is required to provide a proof of ownership of the bank account. This should be in form of a business registration license to show the relationship between	Pass / Fail

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		the account holder and the bidder's company.	

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Format for CV of Proposed Key Personnel

Name of Personnel أسم الموظف	[Insert]
Position for this Project العنوان الوظيفى لهذا المشروع	[Insert]
Nationality الجنسية	[Insert]
Language proficiency اللغات	[Insert]

Education/ Qualifications
[List of academic qualifications, detailing degree attained, institution attended and graduation year]

Academic Degree (Bachelors, Masters, Doctorate, etc.) *الدرجة التعليميه (بكلوريوس / دكتوراه)*	Specialization/Major	Name of Academic Institution *القسم*	Year of Graduation *سنة التخرج*
[Insert]	[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]	[Insert]

Professional certifications
[Provide details of any professional certifications relevant to the scope of goods and/or services]

Name of Certification: [Insert]	Date Certifiedتاريخ اصدار الشهادة [Insert]	Name of issuing institution: إسم المعهد [Insert]
Name of Certification: [Insert]	Date Certifiedتاريخ اصدار الشهادة [Insert]	Name of issuing institution: إسم المعهد [Insert]

Employment Record/ Experience
*[List all positions held in the **last five years** (starting with present position and in reverse order), indicating dates, names of employers, title of position held and assigned duties/responsibilities. Please insert additional rows as necessary to cover the required 5-year employment history.*

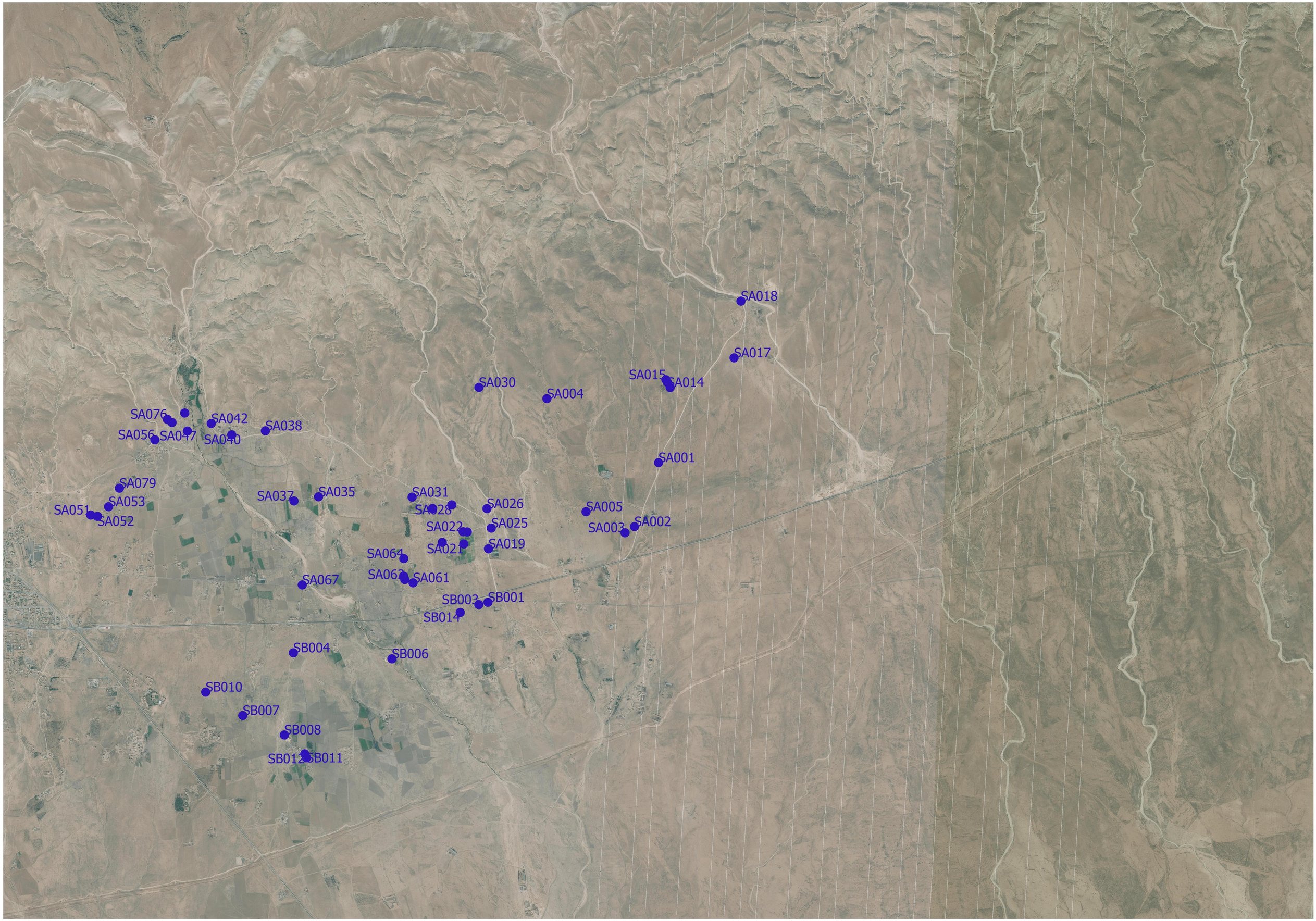
Name of Employer [Insert]	**Period of employment (mm/yyyy)**		**Post Title:** [Insert]
	From [Insert]	**To** [Insert]	
	Description of your duties, including related projects. [Insert]		
Name of Employer [Insert]	**From** [Insert]	**To** [Insert]	**Post Title:** [Insert]
	Description of your duties, including related projects. [Insert]		
Name of Employer [Insert]	**From** [Insert]	**To** [Insert]	**Post Title:** [Insert]
	Description of your duties, including related projects. [Insert]		
Name of Employer [Insert]	**From** [Insert]	**To** [Insert]	**Post Title:** [Insert]
	Description of your duties, including related projects. [Insert]		
Name of Employer [Insert]	**From** [Insert]	**To** [Insert]	**Post Title:** [Insert]
	Description of your duties, including related projects. [Insert]		

Declaration:

I hereby confirm;

1. That the above information provided by me is accurate, and
2. My willingness and availability to serve in the stated position for the duration of the contract.

Signature: _____ Date: _____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Annex G

UNITED NATIONS NATIONS UNIES

GENERAL CONDITIONS OF CONTRACT

CONTRACTS FOR THE PROVISION OF GOODS AND SERVICES

1. **LEGAL STATUS OF THE PARTIES:** The United Nations 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* the United Nations, 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 the United Nations 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 the United Nations, 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 the United Nations:

2.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by the United Nations 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 the United Nations 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, the United Nations has reviewed the qualifications of such Contractor's personnel, the United Nations 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 The United Nations 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 the United Nations, which shall not be unreasonably withheld.

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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.

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 the United Nations 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 the United Nations 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 United Nations 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 the United Nations 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 the United Nations shall:

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

2.6.2 when within United Nations premises or on 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 the United Nations 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 the United Nations about the particulars of the charges then known and shall continue to inform the United Nations 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 United Nations premises or on United Nations property shall be confined to areas authorized or approved by the United Nations. 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 United Nations premises or on United Nations property without appropriate authorization from the United Nations.

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 the United Nations. 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 the UN. Any such unauthorized delegation, or attempt to do so, shall not be binding on the United Nations.

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 the United Nations about such assignment or transfer at the earliest opportunity; *and*,

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 the United Nations 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 the United Nations. The United Nations shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that the United Nations reasonably considers is not qualified to perform obligations under the Contract. The United Nations shall have the right to require any subcontractor's removal from United Nations 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. **PURCHASE OF GOODS:** To the extent that the Contract involves any purchase of goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to any purchases of goods under the Contract:

5.1 **DELIVERY OF GOODS:** The Contractor shall hand over or make available the goods, and the United Nations shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. The Contractor shall provide to the United Nations such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to the United Nations in accordance with the terms of the Contract. Delivery of the goods shall not be deemed in itself as constituting acceptance of the goods by the United Nations.

5.2 **INSPECTION OF THE GOODS:** If the Contract provides that the goods may be inspected prior to delivery, the Contractor shall notify the United Nations when the goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, the United Nations or its designated inspection agents may also inspect the goods upon delivery in order to confirm that the goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to the United Nations or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

5.3 **PACKAGING OF THE GOODS:** The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by the United Nations as well as such other information as is necessary for the correct handling and safe delivery of the goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

5.4 **TRANSPORTATION & FREIGHT:** Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the goods in accordance with the requirements of the Contract. The Contractor shall ensure that the United Nations receives

all necessary transport documents in a timely manner so as to enable the United Nations to take delivery of the goods in accordance with the requirements of the Contract.

5.5 **WARRANTIES:** Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of the United Nations stated in or arising under the Contract, the Contractor warrants and represents that:

5.5.1 The goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

5.5.2 If the Contractor is not the original manufacturer of the goods, the Contractor shall provide the United Nations with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;

5.5.3 The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

5.5.4 The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

5.5.5 The goods are new and unused;

5.5.6 All warranties will remain fully valid following any delivery of the goods and for a period of not less than one (1) year following acceptance of the goods by the United Nations in accordance with the Contract;

5.5.7 During any period in which the Contractor's warranties are effective, upon notice by the United Nations that the goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse the United Nations for the purchase price paid for the defective goods; and,

5.5.8 The Contractor shall remain responsive to the needs of the United Nations for any services that may be required in connection with any of the Contractor's warranties under the Contract.

5.6 **ACCEPTANCE OF GOODS:** Under no circumstances shall the United Nations be required to accept any goods that do not conform to the specifications or requirements of the Contract. The United Nations may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall the United Nations be obligated to accept any goods unless and until the United Nations has had a reasonable opportunity to inspect the goods following delivery. If the Contract specifies that the United Nations shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until the United Nations in fact provides such written acceptance. In no case shall payment by the United Nations in and of itself constitute acceptance of the goods.

5.7 **REJECTION OF GOODS:** Notwithstanding any other rights of, or remedies available to the United Nations under the Contract, in case any of the goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, the United Nations, at its sole option, may reject or refuse to accept the goods, and within thirty (30) days following receipt of notice from the United Nations of such rejection or refusal to accept the goods, the Contractor shall, in sole option of the United Nations:

5.7.1 provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by the United Nations; *or*,

5.7.2 repair the goods in a manner that would enable the goods to conform to the specifications or other requirements of the Contract; *or*,

5.7.3 replace the goods with goods of equal or better quality; *and*,

5.7.4 pay all costs relating to the repair or return of the defective goods as well as the costs relating to the storage of any such defective goods and for the delivery of any replacement goods to the United Nations.

5.8 In the event that the United Nations elects to return any of the goods for the reasons specified in Article 5.7, above, the United Nations may procure the goods from another source. In addition to any other rights or remedies available to the United Nations under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and the United Nations shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the goods for the Contractor's account.

5.9 **TITLE:** The Contractor warrants and represents that the goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the goods shall pass from the Contractor to the United Nations upon delivery of the goods and their acceptance by the United Nations in accordance with the requirements of the Contract.

5.10 **EXPORT LICENSING:** The Contractor shall be responsible for obtaining any export license required with respect to the goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to the United Nations under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of the United Nations, the United Nations shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with the United Nations to enable the United Nations to take appropriate measures to resolve the matter.

6. **INDEMNIFICATION**:

6.1 The Contractor shall indemnify, defend, and hold and save harmless, the United Nations, 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 the United Nations, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

6.1.1 allegations or claims that the possession of or use by the United Nations of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to the United Nations 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*,

6.1.2 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.

6.2 The indemnity set forth in Article 6.1.1, above, shall not apply to:

6.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by the United Nations 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*

6.2.2 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 the United Nations or another party acting under the direction of the United Nations made such changes.

6.3 In addition to the indemnity obligations set forth in this Article 6, the Contractor shall be obligated, at its sole expense, to defend the United Nations and its officials, agents and employees, pursuant to this Article 6, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

6.4 The United Nations 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

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privileges and immunities of the United Nations or any matter relating thereto, for which only the United Nations itself is authorized to assert and maintain. The United Nations 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.

6.5 In the event the use by the United Nations of any goods, property or services provided or licensed to the United Nations 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:

6.5.1 procure for the United Nations the unrestricted right to continue using such goods or services provided to the United Nations;

6.5.2 replace or modify the goods or services provided to the United Nations, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,

6.5.3 refund to the United Nations the full price paid by the United Nations for the right to have or use such goods, property or services, or part thereof.

7. **INSURANCE AND LIABILITY**:

7.1 The Contractor shall pay the United Nations promptly for all loss, destruction, or damage to the property of the United Nations 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.

7.2 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:

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

7.2.2 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;

7.2.3 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*,

7.2.4 such other insurance as may be agreed upon in writing between the United Nations and the Contractor.

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

7.4 The Contractor acknowledges and agrees that the United Nations 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.

7.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by the United Nations, 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:

7.5.1 name the United Nations as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

7.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against the United Nations;

7.5.3 provide that the United Nations 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*,

7.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to the United Nations.

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

7.7 Except for any self-insurance program maintained by the Contractor and approved by the United Nations 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 the United Nations. Prior to the commencement of any obligations under the Contract, the Contractor shall provide the United Nations with evidence, in the form of certificate of insurance or such other form as the United Nations may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. The United Nations 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 7.5.3, above, the Contractor shall promptly notify the United Nations concerning any cancellation or material change of insurance coverage required under the Contract.

7.8 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.

8. **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 the United Nations 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 the United Nations.

9. **EQUIPMENT FURNISHED BY THE UNITED NATIONS TO THE CONTRACTOR**: Title to any equipment and supplies that may be furnished by the United Nations to the Contractor for the performance of any obligations under the Contract shall rest with the United Nations, and any such equipment shall be returned to the United Nations at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to the United Nations, 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 the United Nations for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

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

10.1 Except as is otherwise expressly provided in writing in the Contract, the United Nations 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 the United Nations 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 the United Nations.

10.2 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, the United Nations does not and shall not claim any ownership interest thereto, and the Contractor grants to the United Nations 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.

10.3 At the request of the United Nations, 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 the United Nations in compliance with the requirements of the applicable law and of the Contract.

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10.4 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 the United Nations, shall be made available for use or inspection by the United Nations at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to United Nations authorized officials on completion of work under the Contract.

11. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF 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 the United Nations, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations, or any abbreviation of the name of the United Nations in connection with its business or otherwise without the written permission the United Nations.

12. **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:

12.1 The Recipient shall:

12.1.1 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*,

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

12.2 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 12, the Recipient may disclose Information to:

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

12.2.2 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:

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

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

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

12.3 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, the Contractor will give the United Nations sufficient prior notice of a request for the disclosure of Information in order to allow the United Nations to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

12.4 The United Nations 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.

12.5 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.

12.6 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.

13. **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**:

13.1 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 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.

13.2 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, the United Nations shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 14, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, the United Nations 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.

13.3 *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 the United Nations 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.

14. **TERMINATION**:

14.1 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 17 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

14.2 The United Nations may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of the United Nations applicable to the performance of the Contract or the funding of the United Nations 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, the United Nations may terminate the Contract without having to provide any justification therefor.

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

14.3.1 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;

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

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

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

14.3.5 transfer title and deliver to the United Nations the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

14.3.6 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 the United Nations thereunder;

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

14.3.8 take any other action that may be necessary, or that the United Nations 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 the United Nations has or may be reasonably expected to acquire an interest.

14.4 In the event of any termination of the Contract, the United Nations shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, the United Nations shall not be liable to pay the Contractor except for those goods delivered and services provided to the United Nations 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 the United Nations or prior to the Contractor's tendering of notice of termination to the United Nations.

14.5 The United Nations may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

14.5.1 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;

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

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

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

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

14.5.6 the United Nations 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.

14.6 Except as prohibited by law, the Contractor shall be bound to compensate the United Nations for all damages and costs, including, but not limited to, all costs incurred by the United Nations in any legal or non-legal proceedings, as a result of any of the events specified in Article 14.5, 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 the United Nations of the occurrence of any of the events specified in Article 14.5, above, and shall provide the United Nations with any information pertinent thereto.

14.7 The provisions of this Article 14 are without prejudice to any other rights or remedies of the United Nations under the Contract or otherwise.

15. **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.

16. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, the United Nations shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and the United Nations 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.

17. **SETTLEMENT OF DISPUTES**:

17.1 **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.

17.2 **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 17.1, 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.

18. **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.

19. **TAX EXEMPTION**:

19.1 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 the United Nations from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with the United Nations to determine a mutually acceptable procedure.

19.2 The Contractor authorizes the United Nations to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with the United Nations before the payment thereof and the United Nations 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 the United Nations with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and the United Nations shall reimburse the Contractor for any such taxes, duties, or charges so authorized by the United Nations and paid by the Contractor under written protest.

20. **MODIFICATIONS**:

20.1 Pursuant to the Financial Regulations and Rules of the United Nations, only the Chief of the United Nations Procurement Division, or such other Contracting authority as the United Nations has made known to the Contractor in writing, possesses the authority to agree on behalf of the United Nations 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 the United Nations unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief of the United Nations Procurement Division or such other contracting authority.

20.2 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 20.1, above.

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20.3 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 the United Nations nor in any way shall constitute an agreement by the United Nations thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 20.1, above.

21. **AUDITS AND INVESTIGATIONS**:

21.1 Each invoice paid by the United Nations shall be subject to a post-payment audit by auditors, whether internal or external, of the United Nations or by other authorized and qualified agents of the United Nations 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. The United Nations shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the United Nations other than in accordance with the terms and conditions of the Contract.

21.2 The United Nations 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.

21.3 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 the United Nations 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 the United Nations hereunder.

22. **LIMITATION ON ACTIONS**:

22.1 Except with respect to any indemnification obligations in Article 6, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

22.2 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.

23. **ESSENTIAL TERMS**: The Contractor acknowledges and agrees that each of the provisions in Articles 24 to 29 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle the United Nations to terminate the Contract or any other contract with the United Nations immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

24. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to the United Nations in connection with the performance of its obligations under the Contract. Should any authority external to the United Nations seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify the United Nations and provide all reasonable assistance required by the United Nations. 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 the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the United Nations.

25. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of the United Nations any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with the United Nations or the award thereof or for any other purpose intended to gain an advantage for the Contractor.

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26. **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. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to the United Nations, as such obligations are set forth in the United Nations vendor registration procedures.

27. **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.

28. **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.

29. **SEXUAL EXPLOITATION:**

29.1 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.

29.2 The United Nations 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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Annex H

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MODEL CONTRACT FOR THE PROVISION OF GOODS AND SERVICES

CONTRACT NO. [NUMBER]

BETWEEN

THE UNITED NATIONS

AND

[NAME OF CONTRACTOR]

FOR THE PROVISION OF [TYPE OF GOODS AND SERVICES]

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

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CONTRACT NO. PD/C0[_____]/[__]

BETWEEN

THE UNITED NATIONS

AND

[NAME OF CONTRACTOR]

FOR THE PROVISION OF [DESCRIBE GOODS AND SERVICES]

This Contract is entered into between the United Nations, an international, inter-governmental organization founded by its Member States pursuant to the Charter of the United Nations, signed in San Francisco on 26 June 1945, and having its Headquarters in New York, N.Y. 10017, U.S.A. (the "United Nations" or the "UN") and [name of Contractor], a [type of entity] organized under the laws of [jurisdiction], and having its principal office at [address] (the "Contractor"). The United Nations and the Contractor are collectively referred to herein as the "Parties," and each individually as a "Party."

WITNESSETH

WHEREAS, the United Nations wishes to purchase [type of goods] and to engage the Contractor to provide [description of services] [on a non-exclusive basis] 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 and services in accordance with the terms and conditions set forth in this Contract;

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

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

ARTICLE 1
CONTRACT DOCUMENTS

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

Annex A: United Nations General Conditions of Contract – Contracts for the Provision of Goods and Services (the "General Conditions");

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Annex B:	Document setting forth the description of the Services to be performed clearly evidencing the UN's requirements (the "Statement of Work") and the description of the goods be procured clearly evidencing the UN's requirements (the "Specifications") and;
[Annex C:]	[Price and Fee schedule (the "Price and Fee List")];
[Annex D:]	[Form of Performance Security]; [and]
[Annex E:…]	[other Annexes]

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

1.2.1 First, this document;

1.2.2 Second, Annex A;

1.2.3 Third, Annex B;

[1.2.4] [Fourth, Annex C;]

[1.2.5] [Fifth, Annex D;] [and]

[1.2.6...] [other Annexes].

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 17 (Settlement of Disputes) and Article 18 (Privileges and Immunities) of the General Conditions.

ARTICLE 2
EFFECTIVE DATE; TERM OF CONTRACT
[OBJECTIVE AND SCOPE 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").

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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"). [The United Nations may, at its sole option, extend the Initial Term of this Contract, under the same terms and conditions as set forth in this Contract, for a maximum of [number] additional period[s] of up to [time period] each (the "Extended Term"). The UN shall provide a written notice of its intention to do so at least [number] days prior to the expiration of the then Initial Term.]

[2.3... any relevant provisions regarding the objective or scope of the Contract]

ARTICLE 3
REPRESENTATIONS AND WARRANTIES;
RESPONSIBILITIES OF THE CONTRACTOR;
PERSONNEL

Representations and Warranties

3.1 The Contractor represents and warrants that:

3.1.1 it is duly organized, validly existing and in good standing;

3.1.2 it has all necessary power and authority to execute and perform this Contract;

3.1.3 the execution and performance of this Contract will not cause it to violate or breach any provision in its charter, certificate of incorporation, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument;

3.1.4 this Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms;

3.1.5 all of the information it has provided to the UN concerning provision of the Goods and Services pursuant to this Contract is true, correct, accurate and not misleading;

3.1.6 it is financially solvent and is able to provide the Goods and Services to the UN in accordance with the terms and conditions of the Contract; and

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

Responsibilities of the Contractor

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

3.2 [The Contractor shall supply to the UN [total quantity] [a minimum of [amount] of] [and up to a maximum of [amount] of] goods as described in the Specifications (the "Goods"), conforming to the terms and conditions of this Contract. The Contractor shall supply the Goods only upon issuance by the UN of duly executed Goods Orders (as defined below) in accordance with this Contract. Each supply of Goods shall be in the quantities and at the times specified in the relevant Goods Order and

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shall in all other respects be in accordance with the requirements set forth in this Contract and such Goods Order. [The Parties agree and understand that the UN shall not be obligated to exceed the minimum quantity(ies) of Goods specified in this Article 3.2.]

3.2 [The Contractor shall [perform/provide to the UN] [detailed description of services (if appropriate, by reference to other contract documents, e.g., the Statement of Work] (the "Services") in accordance with the terms and conditions of this Contract.]

3.2 [The Contractor shall [perform/provide to the UN] [detailed description of services (if appropriate, by reference to other contract documents, e.g., the Statement of Work] (the "Services") in accordance with the terms and conditions of this Contract. The Contractor shall perform the Services only upon issuance by the UN of duly executed Services Orders (as defined below) in accordance with the requirements set forth in this Contract and such Services Order.]

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

[3.4 In the event that an Order (as defined below) or Order Form does not contain all information required to fulfil the Order, the Contractor shall promptly contact the UN by [means of transmission].]

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 delivery of the Goods and the performance and completion of the Services under this Contract.

Delivery of Goods

3.6 [Any special packing and marking requirements in addition to those in Article 5.3 (Packaging of the Goods) of the General Conditions]. [The Contractor shall not be entitled to any additional compensation for packing or marking the Goods.]]

3.7 The Contractor shall deliver the Goods [[specify appropriate Incoterm, location and freight forwarding agent, if any] (INCOTERMS 2010),] [in accordance with the Incoterm (INCOTERMS 2010) and to the location and freight forwarding agent, if any, designated by the UN in the Goods Order], in accordance with the terms and conditions of this Contract [and with the other instructions specified in the relevant Goods Order]. The Contractor shall make delivery [no later than [date]] [within [time period] after the Effective Date][by the time specified in the relevant Order, or, if no such time is specified, within [time period] after receipt of the Goods Order].

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

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

Performance of Services

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3.10 The Contractor and its Personnel (as defined below) shall perform the Services under this Contract with the necessary care and diligence, and in accordance with the highest professional standards accorded to professionals providing similar services in a similar industry.

3.11 The Contractor acknowledges that [(i)] the UN shall have no obligation to provide any assistance to the Contractor in performing the Services other than as expressly set forth herein [and (ii) the UN makes no representations as to the availability of any facilities or equipment which may be helpful or useful for performing the Services].

[3.12 The Contractor shall at all times keep the premises free of accumulation of waste materials or rubbish caused by its operations. At the completion of the Services, the Contractor shall remove all its waste materials, rubbish, tools, equipment, machinery and surplus materials from, on and around the premises. If the Contractor fails to clean up the premises upon the completion of the Services, the UN may do so, and the Contractor shall be liable for the costs thereof.]

3.13 In addition to its obligations under Article 26 (Observance of the Law) of the General Conditions, the Contractor shall be aware of and shall comply with all applicable international standards and national labor laws, ordinances, rules, and regulations pertaining to the employment of national and international staff in connection with the Services in [country where Services will be performed and where the Contractor is incorporated, if applicable], including, without limitation, laws, ordinances, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments.

Personnel

3.14 Without limiting and further to Articles 2.1 and 2.2 of the General Conditions, the Contractor shall supervise and be fully responsible and liable for all Services performed by its personnel, employees, officials, agents, servants, representatives and sub-contractors (or any of those sub-contractors' personnel, employees, officials, agents, servants and representatives) ("Personnel") and for their compliance with the terms and conditions of this Contract. The Contractor shall ensure that all Personnel performing Services under this Contract are qualified, reliable, competent, properly trained, and conform to the highest standards of moral and ethical conduct.

3.15 Without limiting and further to the General Conditions, the Contractor shall be fully responsible and liable for, and the UN shall not be liable for (i) any action, omission, negligence or misconduct of the Contractor or its Personnel, (ii) any insurance coverage which may be necessary or desirable for the purpose of this Contract, or (iii) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel. The obligations under this Article 3.15 do not lapse upon expiration or termination of this Contract.

3.16 Without limiting and in addition to Article 2.6 of the General Conditions, the Contractor shall ensure that its Personnel abide by all security regulations, policies and procedures of the United Nations.

3.17 Without limiting and further to Article 7 (Insurance and Liability) of the General Conditions, the foregoing provisions of this Article 3[, and Article [Article 6,] below, the Contractor shall ensure that all of its Personnel performing the Services in connection with this Contract are (i) medically fit to

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perform such Services, and (ii) adequately covered by insurance for any service-related illness, injury, death or disability. The Contractor shall submit proof of such medical fitness and such insurance satisfactory to the UN before commencing any Services under this Contract.

[3.18 The Contractor shall perform the Services using the personnel listed as key personnel below: [List]
(collectively, the "Key Personnel").]

[3.19 …. any other provisions regarding the Contractor's personnel (e.g., designation of managers, liaisons or points of contract that are appropriate.]

[ARTICLE 4]
[GOODS ORDERS AND SERVICE ORDERS]

[4.1 The UN shall issue to the Contractor, from time to time during the [Initial Term][and the Extended Term]:

4.1.1 Orders in the form set out at Annex [__], setting out the quantities [and types] of Goods required and other instructions for the delivery of Goods (each, a "Goods Order")];

4.1.2 Orders in the form set out at Annex [__], setting out the [types] of Services required and other instructions for the performance of Services (each, a "Service Order")].

[4.2 No Goods Order or Service Order (collectively, the "Order") shall be valid unless authorized and signed by a duly authorized UN official. Each Order shall, at a minimum, make reference to this Contract, and indicate in Goods Orders, as applicable, the quantities [and type(s)] of Goods ordered, [unit price(s) and] total price of Goods being ordered, time of delivery, and destination; and in Service Orders, as applicable, the type of Services ordered, the applicable [rates]/[fees] [and total fee for the Services being ordered, schedule for performance, and other relevant details. The Orders shall be transmitted to the Contractor by [means of transmission] [other details of Order transmittal and acknowledgment].

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

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

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

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ARTICLE 5
PRICE AND FEES; PAYMENT

5.1 In full consideration for the complete, satisfactory and timely performance by the Contractor of all its obligations under this Contract, the UN shall pay the Contractor, in the case of the Goods, [currency][amount in words and figures] per unit][as set forth in the Price and Fee List][a total fixed price of [currency][amount in words and figures] for all of the Goods]. In full consideration for the complete, satisfactory and timely performance by the Contractor of all its obligations under this Contract, the UN shall pay the Contractor, in the case of the Services, [insert either option]: (1) [a total fixed fee of [currency][amount in words and figures][in instalments of [__]]] as set forth [below:]/[in the Price and Fee List.] or (2) [fees for the provision for the Services at the rates as set forth [below:]/[in the Price and Fee List.]. Without prejudice to or limiting the provisions of Article 19 (Tax Exemption) of the General Conditions, all such prices and fees shall include 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 and [fees/rates] for the Services shall remain firm and fixed during the Initial Term [and the Extended Terms] of the Contract.][With respect to the Extended Terms, any increase in the rate for the Extended Terms shall be [number in words and figures]% of the existing rates set forth in this Section 5.1.]

5.2 The Contractor shall submit to the UN an original copy of its invoices for all Goods supplied and Services performed in accordance with this Contract, together with such supporting documentation as the UN 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) and Services performed (in accordance with the Statement of Work), and in the case of Goods, [the unit prices] [and] [total price] in accordance with the Price and Fee List, and in the case of the Services [the applicable fees] [and] [total fee] for the Services in accordance with the Price and Fee List [and the Order to which the invoice relates. Unless otherwise authorized in writing by the UN, each invoice submitted shall relate to only one Order.]

5.3 [Except as hereinafter provided,] [p]ayments 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 the UN that the Goods and/or Services represented by the invoice have been provided and that the Contractor has otherwise performed in conformity with the terms and conditions of this Contract [and the Order to which the invoice relates], unless the UN disputes the invoice or a portion thereof. Payments shall be made by [description of payment instructions]. All payments due to the Contractor under this Contract shall be made by electronic funds transfer to the Contractor's bank account, the details of which have been notified by the Contractor, as follows:

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

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

BSB: _____

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Bank account

Title/name: _____

Currency of
Payment: _____

Currency of
Bank Account: _____

Type of
Account: _____
(indicate if Checking or Savings)

Routing
Instructions: _____
(if necessary)

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

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

5.6 The Contractor acknowledges and agrees that the United Nations may withhold payment in respect of any invoice in the event that, in the opinion of the United Nations, 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.

5.7 If the United Nations disputes any invoice or a portion thereof, the United Nations shall notify the Contractor accordingly, including a brief explanation of why the United Nations disputes the invoice or portion thereof. With respect to disputes regarding only a portion of the invoice, the United Nations shall pay the Contractor the amount of the undisputed portion in accordance with Article 5.3 above. The United Nations 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, the United Nations shall pay the Contractor the relevant amount within thirty (30) days after the final resolution of such dispute.

5.8 In addition to any rights and remedies available to it, and without prejudice to any other rights or remedies that the UN may have under this Contract, the UN 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 the UN under

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this Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by the UN to the Contractor) owing by the Contractor to the UN hereunder or under any other contract or agreement between the Parties. The UN shall promptly notify the Contractor of such set-off and the reasons therefore, provided, however, that the failure to give such notice shall not affect the validity of such set-off.

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

5.10 Payments effected by the UN to the Contractor shall not relieve the Contractor of its obligations under this Contract and shall not be deemed to be acceptance by the UN of the Contractor's performance.

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

[ARTICLE 6]
[INSURANCE]

[Consult with Insurance and Disbursement Section, as appropriate, regarding the sufficiency of Article 7 (Insurance and Liability) of the General Conditions, for the particular contract, and include here any special or additional provisions as advised by Insurance and Disbursement Section, including thresholds for insurance policies.]

[Additional Insurance Provisions: In addition to Article 7 (Insurance and Liability) of the General Conditions, the Parties acknowledge and agree that the provisions of this Article [[Article 6] shall also apply.

6.1 [Professional Liability Insurance: The Contractor shall obtain and shall maintain a professional liability insurance policy with a minimum [currency][amount in words and figures] per occurrence limit for claims that may arise out of the performance of the services by the Contractor under this Contract. [Such policy shall be maintained for a period of not less than 2 years following the termination of this Contract.]]

6.2 [Financial Institution Bond: The Contractor shall maintain a financial institution bond including computer crime, and professional liability insurance, with a minimum [currency][amount in words and figures] per occurrence limit (the "Financial Institution Bond") for claims that may arise out of the performance of the services by the Contractor under this Contract. The Financial Institution Bond shall include coverage on a global basis for the following: employee fidelity, on-premises and in-transit losses, forgery or alteration, securities loss, counterfeit currency and computer crime (including facsimile, voice-initiated transfer and electronic payment instructions). The United Nations shall be named as a loss payee.]

6.3 [Cyber Risk Insurance: The Contractor shall obtain and shall maintain insurance coverage for comprehensive cyber risk (or comparable) coverage with a minimum [currency][amount in words and figures] per occurrence limit for claims that may arise out of the performance of the Services by the Contractor under this Contract, including coverage for liability exposures arising from internet, e-mail and other communications tools. Cyber risk insurance should

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cover claims for, including but not limited to, network security breaches, information asset coverage and data corruption, loss of use of the systems, resulting and contingent business interruption, and cyber terrorism. The UN should be granted additional insured status under the policy.

6.4 [General Liability Insurance: For the purpose of Article 7.2.3 of the General Conditions, "adequate amount" shall mean a minimum [currency][amount in words and figures] for each and every occurrence and in the aggregate giving rise to such claims.

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

[ARTICLE 7]
[INSPECTIONS]

[7.1 Pre-Delivery Inspection:

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

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

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

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

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

7.1.6 Neither inspection nor testing hereunder nor failure to undertake any such inspection or testing shall relieve the Contractor of any of its warranty or other obligations under this

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Contract.]

7.2 Post-Delivery Inspection:

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

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

[ARTICLE 8]
[RIGHT TO REJECT DEFECTIVE OR NON-CONFORMING GOODS]

[8.1 In addition to, and without limiting any rights or remedies set forth in Articles 5.7 and 5.8 (Rejection of Goods) of the General Conditions, ….]

ARTICLE 9
REVIEW; IMPROPER PERFORMANCE

9.1 The UN reserves the right to review and inspect (including the performance of tests, as appropriate) all Services performed by the Contractor under this Contract, to the extent practicable, at all reasonable places and times during the Initial Term and Extended Terms of this Contract. The UN shall perform such review and inspection in a manner that will not unduly hinder the performance of the Services by the Contractor. The Contractor shall cooperate with all such reviews and inspections by the UN, at no cost or expense to the UN.

9.2 If any Services performed by the Contractor do not conform to the requirements of this Contract, without prejudice to and in addition to any of the UN's other rights and remedies under this Contract or otherwise, the UN shall have the following options, to be exercised in its sole discretion:

9.2.1 If the UN determines that the improper performance can be remedied by way of re-performance or other corrective measures by the Contractor, the UN may request the Contractor in writing to take, and the Contractor shall take, at no cost or expense to the UN, the measures necessary to re-perform or take other appropriate actions to remedy the improperly performed Services within [number] days after receipt of the written request from the UN or within such shorter period as the UN may have specified in the written request if emergency conditions so require, as determined by the UN in its sole discretion.

9.2.2 If the Contractor does not promptly take corrective measures or if the UN reasonably determines that the Contractor is unable to remedy the improper performance in a timely manner, the UN may obtain the assistance of other entities or persons and have corrective measures taken at the cost and expense of the Contractor. In addition, in the event of the UN obtains the assistance of other entities or persons, the Contractor shall cooperate with the UN and such entity or person in the orderly transfer of any Services already completed by the Contractor.

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9.2.3 If the UN, in its sole discretion, determines that the improper performance cannot be remedied by re-performance or other corrective measures by the Contractor, the UN, at the UN's sole discretion, may terminate the Contract in accordance with, Articles 14.1 or 14.2 (second sentence) of the General Conditions, without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise.

9.3 Neither review or inspection hereunder, nor failure to undertake any such review or inspection, shall relieve the Contractor of any of its warranty or other obligations under this Contract.

[ARTICLE 10]
[SECURITY]

[10.1 The Contractor shall take reasonable measures to safeguard its Personnel, protect property and safeguard against sabotage, damage, loss and theft of all material, supplies, and equipment, including, without limitation, UN-furnished equipment and supplies. As used in this Contract, the term "UN-furnished equipment and supplies" shall include, but not be limited to, equipment and supplies provided by the UN to the Contractor and equipment and supplies purchased by the Contractor with funds provided or to be reimbursed by the UN pursuant to Article 16.1, below.

10.2 The Contractor shall develop a security plan in consultation with the UN, including detailed procedures to cover evacuation, personnel, equipment, safeguarding of UN-furnished equipment and supplies, unlawful interference, baggage screening for carriage of weapons, explosives, narcotics and contraband, and prevention of sabotage. The Contractor shall submit such security plan to the UN within [number] days of the Effective Date. The UN reserves the right to examine procedures, methods and facilities used by the Contractor to provide security. The Contractor shall give due consideration to adjustments to such procedures or facilities as may be recommended by the UN. Nothing in the foregoing provisions, including inter alia the UN's examination of the Contractor's security plan or its making of recommendations regarding such security plan, shall limit or abrogate the obligations and responsibilities of the Contractor under this Contract to safeguard the safety and security of its Personnel, the Contractor's equipment and other property, UN-furnished equipment and supplies and Personnel's personal effects and other property.

10.3 The UN may, when feasible and appropriate in the sole opinion of the UN:

10.3.1 inform and, to the extent necessary, update the Contractor of its security regulations, policies and procedures;

10.3.2 provide the Contractor's Personnel with the necessary security passes and access to areas necessary for performance of this Contract; and

10.3.3 include the Contractor's Personnel in the UN security plan on the same terms that are offered to implementing partners of UN agencies, funds and programmes, provided, however, the level of security to be provided to the Contractor shall be consistent with the assessment of local conditions by the UN, but shall in no event exceed the level of security provided to UN staff in the mission area or relevant portion thereof.

10.4 Neither the United Nations nor any of its officials, agents, and employees shall be liable for any loss, damage, injury or death that may be sustained by the Contractor, its Personnel, the

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Contractor's equipment or other property or the Personnel's personal effects or other property during, in connection with or as a result of, the UN's or the Contractor's taking or failure to take any security measures provided for in this Article. Further (i) the Contractor shall make no demand or claim, whether in its own right or on behalf of such Personnel or any other third party, against the United Nations, its officials, agents, and employees, in respect of, based on or in any way relating to the UN's or the Contractor's taking or failure to take such security measures; and (ii) without prejudice to and in addition to any other indemnities under this Contract, the Contractor shall indemnify, defend and hold and save harmless the UN, its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by Personnel or any other third party against the United Nations, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from or relating to the UN's or the Contractor's taking or failure to take any such security measures.]

[ARTICLE 11]
[UN PROVIDED TRANSPORTATION AND SERVICES]

11.1 The UN agrees to allow, to the extent practicable as determined solely by the UN, the Contractor's Personnel and their personal effects to travel[, at no cost,] [on a cost reimbursable basis plus a UN administrative fee,] on UN-provided transportation within the mission area. In consideration of the Contractor's Personnel being permitted to travel on UN-provided transport (including medical evacuation), each such person shall sign a release from liability in the form attached hereto as Annex [__], prior to such travel. The Contractor undertakes to obtain the signed release from each such person and to deliver the signed original to the UN prior to such person's initial use of any UN-provided transportation. The Contractor shall provide its own drivers for all Contractor-operated vehicles and shall ensure that all Personnel operating vehicles have a valid UN driver's licence as issued by the UN.

11.2 The UN agrees to allow the Contractor's Personnel, to the extent practicable as determined solely by the UN, on a cost reimbursable basis plus a UN administrative fee, access to the UN's medical and hospital facilities in the event of an emergency or when their medical condition so requires. The UN also agrees, to the extent practicable as determined solely by the UN, and subject to the same standards applied by the UN to UN personnel, on a cost reimbursable basis plus a UN administrative fee, to assist with the medical evacuation of the Contractor's Personnel when, in the UN's sole discretion, their condition so requires. In consideration of the Contractor's Personnel being permitted to utilize such facilities or to receive such medical evacuation assistance, prior to their using any such facilities or receiving such medical evacuation assistance, each such person shall complete and sign the release from liability in the form attached hereto as Annex [__]. The Contractor undertakes to obtain the signed release from each such person and to deliver the signed original to the UN prior to such person's initial use of any such facilities or receipt of medical evacuation assistance. Without limiting Article 3 above, or Article 11.3 or 11.4 below, the UN does not warrant opinions given by medical personnel on the medical condition of the Contractor's Personnel, and the UN shall not be held liable therefor.

11.3 In the event the Contractor fails to deliver to the UN, signed release forms in accordance with Articles 11.1 and 11.2 above, without prejudice to and in addition to any other indemnities under this Contract, the Contractor shall indemnify, defend and hold and save harmless the UN and its officials, employees and agents from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by Personnel or any other third party against the United Nations, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages,

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based on, arising from or related to any services, facilities or medical evacuation assistance allowed or provided by the UN to Personnel pursuant to Article 11.1 and 11.2.

11.4 The Contractor acknowledges and agrees that any services, facilities or medical evacuation assistance allowed or provided by the UN to the Contractor's Personnel pursuant to Article 11.1 and 11.2, above, are solely for the convenience and benefit of the Contractor and its Personnel, and that, in consideration of the UN's allowing or providing such services, facilities or medical evacuation assistance, the Contractor:

11.4.1 recognizes that neither the United Nations nor any of its officials, agents, and employees shall be liable for any loss, damage, injury or death that may be sustained by the Contractor's Personnel during or as a result of the allowance or provision of such services, facilities or medical evacuation assistance, and

11.4.2 shall make no demand or claim, whether in its own right or on behalf of such Personnel or any other third party, against the United Nations, its officials, agents, and employees, in respect of, based on or in any way relating to the allowance or provision of such services, facilities or medical evacuation assistance.

[11.5 The UN agrees to provide …]

ARTICLE 12
LICENSES, PERMITS, AND OTHER AUTHORIZATIONS

12.1 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 [, including, without limitation, all entry/exit visas and work permits for its Personnel and customs clearances for equipment and material provided by the Contractor].

[ARTICLE 13]
[PERFORMANCE SECURITY]

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

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

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Performance Security.

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

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

13.5 In the event the Initial Term of this Contract is extended in accordance with the term and conditions of Article 2.2, the Contractor shall obtain, at its sole cost and expense, an extension of the Performance Security. The Contractor shall obtain such extension within thirty (30) days after the date of such request, or if the Performance Security would expire sooner than thirty (30) days after such date, prior to such expiration. If the Contractor fails or refuses to obtain such extension, the UN shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract. In the event that the Performance Security contains a provision for automatic extension, the Contractor shall notify the UN in writing of each such automatic extension not later than thirty (30) days prior to the date on which the Performance Security would otherwise expire. In the absence of such notice, or if the Contractor notifies the UN that the Performance Security will not be extended, the UN shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract.

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

[ARTICLE 14]
[LIQUIDATED DAMAGES]

[14.1 The Contractor acknowledges the requirement of the United Nations that the Goods to be supplied and the Services be performed in accordance with the schedule set forth in this Contract [and Orders issued hereunder]. In particular, the United Nations 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 performance of this Contract.

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14.2 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 the United Nations may have under this Contract or otherwise, the United Nations may, at its sole option, demand liquidated damages for such delay ("Liquidated Damages"). Such Liquidated Damages shall be [percentage of payable amount, or any other amount representing a reasonable pre-estimate of damages to be suffered by the UN for the Contractor's delay], for each [period of time] of delay beyond the date upon which the Goods were due to have been delivered and the Services were due to have been completed.

14.3 The Parties agree that any rights to terminate this Contract shall have no effect on the United Nations' right to claim Liquidated Damages pursuant to this Article [Article 14.

14.4 The United Nations 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 the United Nations to the Contractor, or to recover the same as a debt due from the Contractor.

14.5 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 15]
[WARRANTIES]

[15.1 The Contractor warrants that….]

[ARTICLE 16]
[UN EQUIPMENT AND SUPPLIES]

16.1 Title to equipment and supplies purchased by the Contractor for which the Contractor is entitled to be reimbursed under the terms of this Contract shall pass to and vest in the UN upon acceptance by the UN of such equipment or supplies following the UN's receipt of the equipment and supplies and the Contractor's compliance with the UN's inspection procedures. In the event that the Contractor is requested in writing by the UN to purchase other equipment or supplies on the UN's account, such equipment or supplies shall be purchased by the Contractor on a cost reimbursable basis provided that: (a) prior to purchasing such equipment or supplies the Contractor notifies the UN of the cost thereof, and provides to the UN such other information concerning such equipment or supplies as the UN may request, and (b) the UN authorizes the Contractor, in writing, to purchase the equipment or supplies. Title to such equipment or supplies shall pass to and vest in the UN following the UN's receipt of the equipment and supplies and the Contractor's compliance with the UN's inspection procedures. Authorization by the UN to the Contractor to purchase such equipment or supplies shall not increase the relevant contract amount set forth in Article 5 hereof.

16.2 In addition to the UN's rights under Article 9 (Equipment Furnished by the United Nations to the Contractor) of the General Conditions, the Contractor shall be responsible and accountable to the UN for UN-furnished equipment and supplies as defined in Article 16.1, above. The Contractor shall take reasonable measures necessary to preserve such UN-furnished equipment and supplies from loss or damage until returned to the UN.

16.3 The UN and its authorized agents or representatives shall have access at all reasonable times to the premises in which any UN-furnished equipment and supplies are located for the purpose of

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inspecting such equipment or supplies.

16.4 Within [number in words and figures] days of the Effective Date, the UN shall provide a list of the UN equipment and supplies which the UN intends to make available for use by the Contractor in performing this Contract. At such time, the Contractor's duly authorized representative and the UN's representative or agent shall conduct a joint inspection of such equipment and supplies to determine the quantity, working order and condition of the equipment and supplies. Items missing or not in working order shall be recorded. The UN may, in its sole discretion, replace missing items or repair items not in working order. The Contractor's duly authorized representative and the UN's representative or agent shall sign this list, indicating their agreement as to the quantity, working order and condition of the UN-furnished equipment and supplies, and the list shall thereupon be annexed to this Contract as Annex [__] in accordance with Article 20 (Modifications) of the General Conditions. If the Contractor does not participate in the inspection of the UN-furnished equipment and supplies mentioned above, the Contractor shall accept the listing provided by the UN. No later than [number] days prior to the expiration or termination of this Contract, or when such equipment and supplies are no longer needed by the Contractor, the Contractor and the UN's representative or agent shall conduct a joint inspection of the UN-furnished equipment and supplies to determine the quantity, working order and condition of the equipment and supplies. The Contractor shall replace missing items and repair or maintain items not in working order, subject to normal wear and tear, before returning them to the UN and before the expiration or termination of the Contract. [The Contractor's duly authorized representative shall complete UN check-in/check-out formalities in accordance with instructions provided by the UN.]

16.5 Subsequent issues of equipment or supplies by the UN to the Contractor shall only be effected to a duly authorized representative of the Contractor who shall acknowledge receipt in writing of such equipment or supplies, recording the quantity, working order and condition of the equipment or supplies in accordance with Article 16.4, above.]

16.6 The Contractor shall promptly report to the UN any accidents, theft, loss of or damage to equipment or other property of the Contractor or the UN, or UN-furnished equipment or supplies, or other incidents of a similar nature. In addition, the Contractor shall cooperate with all investigations into such accidents, theft, loss of or damage to such equipment, supplies or other property, or other incidents, which may be instituted by the UN and/or governmental or other authorities.]

ARTICLE 17
NOTICES

17.1 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]

Y.M

Fax: [number]

If to the UN:

Procurement Division
United Nations
[address]
New York, NY 10017
U.S.A.
Attn: Director
Fax: [number]

[Department/Office administering the Contract]
United Nations
[address]
Attn: [name/title]
Fax: [number]

17.2 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 18
MISCELLANEOUS

18.1 Without limiting the provisions of Article 20 (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.

18.2 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.

18.3 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.

18.4 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.

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

18.6 This Contract and everything herein contained shall inure to the benefit of, and be binding

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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.

[*Remainder of Page Deliberately Left Blank*]

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

FOR [NAME OF CONTRACTOR]		**FOR THE UNITED NATIONS**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Y.M

PERFORMANCE SECURITY]

[Form of First Demand Guarantee]

[Bank Stationery]

[Date]

[Procurement Division]
[United Nations]
[380 Madison Avenue]
[New York, NY 10017]
[U.S.A.]
[Attn:]
[Fax: +1-212-963-5309]
"Beneficiary"

[Name of Contractor]
[Address of Contractor]
"Principal"

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

Dear Sirs and Madams:

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

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

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

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

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

Yours faithfully,

For and on behalf of [name of issuer bank]

{Bank's Official Seal}

_____

Name:
Title:

Y.M

[FORM OF STANDBY LETTER OF CREDIT]

DATE: [_____]

BENEFICIARY: UNITED NATIONS,
UNITED NATIONS HEADQUARTERS
NEW YORK, NY

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: [_____]

1. AT THE REQUEST AND FOR THE ACCOUNT OF [NAME OF CONTRACTOR] ("APPLICANT"), WE HEREBY ISSUE OUR IRREVOCABLE DOCUMENTARY CREDIT IN YOUR FAVOR IN THE AGGREGATE AMOUNT OF [CURRENCY][NUMBER IN WORDS AND FIGURES], EFFECTIVE IMMEDIATELY, WHICH SHALL BE AVAILABLE BY SIGHT DRAFT OR DRAFTS PRESENTED AT OUR OFFICE AT [ADDRESS IN NEW YORK], NEW YORK, NEW YORK, WHEN ACCOMPANIED BY YOUR SIGNED AND DATED STATEMENT WORDED SUBSTANTIALLY AS FOLLOWS:
"THE UNDERSIGNED REPRESENTATIVE OF THE UNITED NATIONS ("BENEFICIARY") REPRESENTS THAT THE BENEFICIARY IS ENTITLED TO DRAW UPON THE REFERENCED LETTER OF CREDIT IN THE AGGREGATE AMOUNT OF [CURRENCY][NUMBER IN WORDS AND FIGURES]."

2. WE HEREBY ENGAGE TO HONOR YOUR DRAFTS WHEN PRESENTED IN ACCORDANCE WITH THE TERMS OF THIS CREDIT.

3. PARTIAL DRAWINGS ARE PERMITTED. THIS LETTER OF CREDIT MAY BE DRAWN DOWN IN MULTIPLE DRAFTS.

4. THIS LETTER OF CREDIT IS GOVERNED BY THE INTERNATIONAL STANDBY PRACTICES (ISP98), ICC DOCUMENT NO. 590.

5. THIS LETTER OF CREDIT EXPIRES WITH OUR CLOSE OF BUSINESS ON [INSERT DATE THAT IS BETWEEN 60 AND 180 DAYS AFTER THE END OF THE INITIAL TERM OF THE CONTRACT]. [IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT EXCEPT AS TO THE EXTENDED EXPIRATION DATE, FOR SUCCESSIVE [TWELVE MONTH] PERIODS (AND A FINAL EXTENSION PERIOD THAT MAY BE LESS THAN TWELVE MONTHS) UP TO AND INCLUDING [INSERT DATE THAT IS BETWEEN 60 AND 180 DAYS AFTER THE END OF THE EXTENDED TERM OF THE CONTRACT, IF ANY]. WE HEREBY AGREE TO GIVE YOU WRITTEN NOTICE OF SUCH EXTENSIONS IN WRITING NOT LATER THAN THE (30TH) THIRTIETH DAY PRECEDING ANY DATE ON WHICH THIS LETTER OF CREDIT WOULD OTHERWISE EXPIRE, AND ON OR BEFORE THE SAME DATE OF EACH YEAR THEREAFTER DURING THE TERM HEREOF. IF FOR ANY REASON WE DETERMINE THAT THIS LETTER OF CREDIT SHALL NOT BE EXTENDED, WE

Y.M

HEREBY AGREE TO SEND YOU WRITTEN NOTICE THEREOF IN WRITING BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. IN THE EVENT THIS CREDIT IS NOT EXTENDED FOR AN ADDITIONAL PERIOD AS PROVIDED ABOVE, YOU MAY DRAW UP TO THE FULL BALANCE HEREUNDER.]

6. SUCH DRAWING IS TO BE MADE BY MEANS OF A DRAFT ON US AT SIGHT, WHICH MUST BE PRESENTED TO US BEFORE THE THEN EXPIRATION DATE OF THIS LETTER OF CREDIT.

7. THIS LETTER OF CREDIT CANNOT BE MODIFIED OR REVOKED WITHOUT YOUR WRITTEN CONSENT.

8. YOUR RIGHTS UNDER THIS LETTER OF CREDIT SHALL BE PERFORMED STRICTLY IN ACCORDANCE WITH THE TERMS OF THIS CREDIT, IRRESPECTIVE OF ANY LACK OF VALIDITY OR UNEFORCEABILITY OF THE CONTRACT OR THE EXISTANCE OF ANY CLAIM, SET-OFF, DEFENSE OR ANY OTHER RIGHTS WHICH THE APPLICANT MAY HAVE AGAINST YOURSELVES. YOUR RIGHTS UNDER THIS CREDIT SHALL BE ENFORCEABLE WITHOUT THE NEED TO HAVE RECOURSE TO ANY JUDICIAL OR ARBITRAL PROCEEDINGS. ANY OBLIGATIONS HEREUNDER SHALL BE FULFILLED BY US WITHOUT ANY OBJECTION, OPPOSITION OR RECOURSE

9. THIS CREDIT IS NOT TRANSFERABLE OR ASSIGNABLE IN ANY RESPECT OR BY ANY MEANS WHATSOEVER.

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10. NOTHING HEREIN OR RELATED HERETO: (I) SHALL BE DEEMED A WAIVER OR AN AGREEMENT TO WAIVE ANY OF THE PRIVILEGES AND IMMUNITIES OF THE UNITED NATIONS, OR (II) SHALL BE INTERPRETED OR APPLIED IN A MANNER INCONSISTENT WITH SUCH PRIVILEGES AND IMMUNITIES.

Yours faithfully,

For and on behalf of <name of issuer bank>

{Bank's Official Seal}

_____

Name, Title

Y.M

Draft

[At sight]/[___ days after sight], pay to the order of the UNITED NATIONS the sum of [currency][amount in words and figures].

This draft is presented pursuant to Letter of Credit No. [___], issued by the drawee and dated [date].

THE UNITED NATIONS

_____
Name: _____
Title: _____
Date: _____

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

Y.M