

Annex IV

Template proposed contract

LONG TERM AGREEMENT

LTA – No: YEAR/No.
DD/MM/YY

Date:

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

Wishes to enter into a Long Term Agreement

With

SUPPLIER

(Supplier)

SUPPLIER'S ADDRESS

PHONE – FAX NUMBER

E-mail ADDRESS

for the direct ordering of

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

As stipulated in the attached document

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

1. OBJECTIVE

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

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

2. GENERAL PROVISIONS

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

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

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

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

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

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

3. VALIDITY OF THE AGREEMENT

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

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

4. DELIVERABLES OF THIS CONTRACT

[PLEASE DESCRIBE THE PRODUCT/SERVICES OF THIS CONTRACT]

5. CONTRACT DOCUMENTS

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

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

5.2.1 This Agreement.

5.2.2 The UN-Women solicitation documents including the Terms of Reference [ref. **INDICATE BIDDING DOCUMENT NUMBER**], incorporated herein by this reference.

5.2.3 The Supplier's bid dated **[DD/MM/YYYY]**, incorporated herein by this reference.

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

6. PRICES AND DISCOUNTS

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

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

7. QUALITY OF SERVICES AND WARRANTY

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

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

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

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

8. REGISTRATION [DELETE IF NOT RELEVANT]

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

9. PACKING FOR INTERNATIONAL DELIVERY [DELETE IF NOT RELEVANT]

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

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

10. DELIVERY [DELETE IF NOT RELEVANT]

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

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

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

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

11. NOTICE OF DELAY

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

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

12. RECEIPT AND CONFIRMATION OF PURCHASE ORDERS

12.1 The Supplier shall acknowledge receipt and acceptance of the UN-Women Purchase Order within three business days from the receipt of the UN-Women Purchase Order by acknowledgement of receipt of Purchase Order to the UN-Women contact specified in Article 21 below (via email, fax or letter).

12.2 All UN-Women Purchase Orders shall contain the Supplier's product description, consignee address, shipping instructions, as well as the name, phone, fax, e-mail of the country office contact person. If this information is not clearly stated in the Purchase Order, the Supplier is requested to contact the UN-Women contact specified in Article 21 below to obtain the missing information. [DELETE IF NOT RELEVANT]

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

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

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

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

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

15. INVOICES

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

20. PAYMENT

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

- 20.1.1 An invoice.
- 20.1.2 Bill of Lading/Airway Bill. [DELETE IF NOT RELEVANT]
- 20.1.3 A packing list.[DELETE IF NOT RELEVANT]
- 20.1.4 A copy of freight invoice. [DELETE IF NOT RELEVANT]

20.2 Soft copies of all documents should be emailed in advance to the UN-Women contact specified in Article 21 below to enhance customs clearance and payment. [DELETE IF NOT RELEVANT]

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

21. CONTACT DETAILS

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

- 21.1.1 **Consignee:** corresponding address will be specified in each Purchase Order.
- 21.1.2 **UN-Women:**

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

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

- 21.2.1 PO number; and
- 21.2.2 Name of Buyer.