

**PURCHASE ORDER
(SAMPLE)**



UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION
 VIENNA INTERNATIONAL CENTRE
P. O. Box 300, A-1400 Vienna, Austria
 Wagramer Strasse 5, A-1220 Vienna, Austria
 Telephone: (+43 1) 26026-0 Fax: (+43 1) 26026 6815-16 http://www.unido.org

No.

↑ IMPORTANT ↑
 ALL SHIPMENTS
 ALL INVOICES
 ALL CORRESPONDENCE
**MUST SHOW THIS
 NUMBER**

Date

| | | |
|---------------------------------|--------------------|---|
| TO: < full name of the Seller > | Consignee: | UNIDO VIENNA AUSTRIA SEE PAGE 2 ITEM 1 |
| | Place of delivery: | PLEASE SEE PAGE 4 ITEM 9 |

SUPPLY OF THE GOODS AND/OR SERVICES UNDER THIS PURCHASE ORDER CONTRACT SHALL BE GOVERNED BY THE BY THE SPECIAL CONDITIONS STATED ON PAGES 1 TO _ OF THIS CONTRACT AND BY THE UNIDO GENERAL CONDITIONS, WHICH ARE ENCLOSED HERETO AS ANNEX A AND FORM AN INTEGRAL PART HEREOF.

| | |
|---|---|
| UNIDO's referente: ITB No. | Seller's reference: |
| Dated: | Dated: |
| Delivery Terms <estimated date of delivery> | Trade & Shipping Terms DDU Vienna, AUSTRIA (NCOTERMS 2000) |
| Payment Terms As specified on page 3 of this Purchase Order | |

| Item No. | Goods and/or services | Quantity | Unit | Unit price | Amount |
|--------------------|--|----------|------|------------|--------|
| | Project Title: | | | | |
| | <description, quantity, unit price of each item. In case all items do not fit on one page attach additional page making reference thereto> | | | | |
| 1. | | | | | |
| 2. | | | | | |
| ... | | | | | |
| GRAND TOTAL | | | | | |

| | |
|--|---|
| GENERAL INSTRUCTIONS to the SELLER 1. Please retain this original and return the attached copy duly signed, acknowledging your acceptance of this purchase order and its terms and conditions. 2. Please follow carefully the attached shipping and invoicing instructions on Page 3 of this Purchase Order | UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION |
| | Signature: (Name and title of authorized official) Procurement Services Unit/OSS/PSM |

This Purchase Contract document comprises of: a) PURCHASE ORDER _ pages, b) UNIDO GENERAL CONDITIONS, Annex A (_ pages) and c) TECHNICAL SPECIFICATIONS, Annex B (_ pages)

1 ORIGINAL – to be retained by SELLER

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(SAMPLE)**

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|--------------------|--|----------|------|------------|--------|
| | Project Title: | | | | |
| | <description, quantity, unit price of each item. In case all items do not fit on one page attach additional page making reference thereto> | | | | |
| 1. | | | | | |
| 2. | | | | | |
| ... | | | | | |
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| | |
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This Purchase Contract document comprises of: a) PURCHASE ORDER _ pages, b) UNIDO GENERAL CONDITIONS, Annex A (_ pages) and c) TECHNICAL SPECIFICATIONS, Annex B (_ pages)

1 ORIGINAL – to be retained by SELLER



United Nations Industrial Development Organization

PURCHASE ORDER No. _____

Page 2 of __

Purchase order number should be included in all correspondence to UNIDO and the consignee!

Name of Seller:

1. PACKING (See article 6 of UNIDO General Conditions, Annex A):

One copy of the Seller's packing list is to be enclosed in each container, identifying the contents according to the item numbers appearing on the UNIDO Purchase Order.

All packages shall be indelibly marked, as follows, in letters and figures, minimum 3 cm (or 1¼ in.) high (unless package size makes this impractical). Please make sure that marks and numbers of inward consignments tally with the marks and numbers indicated on the Bill of Lading.

Consignee:

UNIDO
Wagramer Strasse 5
1220 Vienna
AUSTRIA

Case No. ____ of ____ pkg

Gross weight _____

Cubic measurement _____

IMPORTANT NOTE: Goods shall be properly packed to withstand rough handling during transportation. You may be held liable for any/all claims which may arise as a result of improper packing. Please specify type of packing.

2. RISKS OF LOSS AND TRANSFER OF TITLE <INSURANCE>

The Seller must bear all risks of loss or damage to the Goods until physical delivery of the goods to the named place of destination has been completed in accordance with this Contract. The risks of loss or damage to the Goods are transferred to UNIDO from the time of their physical delivery. UNIDO takes title to the Goods simultaneously with the transfer of the risks. In the event of loss of or damage to any of the goods during shipment or during transit, or in the event of the goods being found, upon the opening of the packing crates at the named place of destination (in the presence of the Contractor's representative(s)), to be otherwise defective, unusable or ineffective for the purpose for which it(they) was(were) supplied, the Seller shall promptly replace or repair, at his own expense, such goods, by whatever means of transport as is most suitable and reasonable in the circumstance.

In case the Seller is responsible for insurance of the goods add the following text :

<The Seller shall insure the goods during their shipment and transit to the named place of destination and thereafter until the packing crates are opened in the presence of the Seller's representative(s), against all risks of loss or damage from any cause. Such insurance shall be with a reputable insurance company acceptable to UNIDO and shall be in the names of the Contractor and UNIDO in their respective rights and interests. The insurance shall cover the full price of the goods including freight costs plus ten percent (10%) and shall be in the currency of the Contract Price.>



United Nations Industrial Development Organization

PURCHASE ORDER No. _____

Project Number: _____

Page 4 of ____

Purchase order number should be included in all correspondence to UNIDO and the consignee!

6. WARRANTY

The Seller shall provide UNIDO with all manufacturers' warranties as specified in Article 6 of UNIDO General Conditions, Annex A.

7. ACT OF INSPECTION AND ACCEPTANCE

Conformity of the goods with the requirements of this Purchase Order Contract shall be established by the inspection and acceptance testing conducted jointly by the Seller and UNIDO and/or UNIDO's authorized representatives after receipt of the goods at the delivery point. The results of the inspection and acceptance testing, together with a statement indicating whether or not the goods meet the requirements of the Contract shall be certified by the authorized representatives of the Seller and UNIDO, and/or UNIDO's authorized representatives in the Certificate of Inspection and Acceptance of the goods, which shall clearly indicate the date of acceptance.

8. TECHNICAL DOCUMENTATION/INSTRUCTIONS/MANUALS

Please provide together with the shipment two copies technical documentation/application instructions/manuals as required in the Terms of Reference/Specifications (Annex B) of the goods delivered in _____ language.

UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

Annex A

UNIDO GENERAL CONDITIONS

Purchase of Goods

Article 1. Conclusion of Contract

This Contract shall be concluded at the time and date the original and a copy of the Purchase Order Contract (hereinafter referred to as "the Contract"), duly countersigned by the Seller, reaches the United Nations Industrial Development Organization, attention "Procurement Services Unit/OSS/PSM" (hereinafter referred to as "UNIDO"), provided that the countersigned Contract reaches UNIDO within the time fixed in this Contract or, if no time is fixed, within a reasonable time. The rights and obligations of the Parties shall be governed solely by the terms and conditions of this Contract, including these General Conditions. No additional or inconsistent provisions proposed by the Seller shall bind UNIDO unless agreed to in writing by a duly authorized official of UNIDO.

Article 2. United Nations Convention on Contracts for the International Sale of Goods

Questions concerning matters arising under but not settled in this Contract shall be settled in conformity with the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980), which shall be applicable to this Contract. The applicable language version of the Convention shall be the version in the language in which this Contract is written.

Article 3. Delivery

The Seller shall hand over the goods, and UNIDO shall take over the goods, at the place or places of delivery specified in the Purchase Order form. Unless otherwise stipulated in the Purchase Order form, the goods shall be delivered DDU (Delivered Duty Unpaid) INCOTERMS 2000.

Article 4. Payment

1. Unless otherwise stipulated in the Contract, UNIDO shall make payment:
 - (a) For goods to be delivered to UNIDO in Vienna within 30 days of:
 - (i) Taking over the goods; and
 - (ii) Receiving the invoice and any other documents specified in this Contract, whichever is later;
 - (b) For goods to be delivered elsewhere, upon shipment and within 30 days of receipt of:
 - (i) The Seller's invoice for the goods;
 - (ii) Copies of the customary shipping documents; and
 - (iii) Any other document specified in this Contract, whichever is later.
2. The Seller shall also deliver the customary shipping documents to the consignee.
3. Unless otherwise authorized by UNIDO, a separate invoice must be submitted for each shipment under this Contract and such invoice must bear the purchase order number appearing on the top right-hand corner of the Purchase Order form.

Article 7. Indemnification

The Seller shall indemnify, hold and save harmless and defend at its own expense UNIDO, its officials, agents, servants and employees from and against all suits, claims, demands and expenses arising out of acts or omissions of the Seller or his employees, agents, or sub-suppliers in the performance of this Contract. This requirement shall extend to claims or liabilities in the nature of workmen's compensation and to claims or liabilities arising out of the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Contract.

Article 8. Specifications

1. In the case of goods called for on the basis of specifications forming part of this Contract, UNIDO shall have the right to terminate this Contract if the goods do not conform to such specifications.

Article 9. Examination

1. The duly authorized representatives of UNIDO shall have the right before payment to examine the goods called for under this Contract at the Seller's stores, during manufacture, in the ports or in places of shipment, and the Seller shall provide all facilities for such examination. UNIDO may issue a written waiver of examination at its discretion. Any examination carried out by representatives of UNIDO or any waiver thereof shall not prejudice the implementation of other relevant provisions of this Contract concerning obligations assumed by the Seller, including technical specifications.

2. UNIDO shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Contract.

3. Inspection prior to shipment does not relieve the Seller from any of its contractual obligations.

Article 10. Export licenses

If an export license or any other governmental authorization is required for the goods, it shall be the obligation of the Seller to obtain such license or governmental authorization. In the event of failure to obtain such license or authorization within a reasonable time, UNIDO may declare this Contract avoided.

Article 11. Force Majeure

1. Force Majeure as used herein shall mean acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar event of equivalent force not caused by nor within the control of either party and which neither party is able to overcome. As soon as possible after the occurrence of any event constituting Force Majeure, and if the Seller is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract, the Seller shall give notice and full particulars thereof in writing to UNIDO. In this event, the following provisions shall apply:

(a) The obligations and responsibilities of the Seller under this Contract shall be suspended to the extent of its inability to perform them and for as long as such inability continues.

(b) The term of this Contract shall be extended for a period equal to the period of suspension taking, however, into account any special conditions which may cause the time for completion of the work to be different from the period of suspension.

Article 18. Discretion

The Seller is required to exercise utmost discretion in all matters relating to this Contract. Unless required in connection with the performance of this Contract or where specifically authorized by UNIDO, the Seller shall not communicate at any time to any person, Government or authority external to UNIDO any information which has not been made public and which is known to him by reason of his association with UNIDO. The Seller shall not, at any time, use such information to private advantage. These obligations do not lapse upon completion of performance under this Contract or termination of this Contract by UNIDO.

Article 19. Notice

Any notice given in connection with this Contract shall be in English and shall be deemed to be validly given if sent by registered mail, by fax or by cable to the other Party at the address of either Party set out in the heading of the Purchase Order form.

Article 20. Validity

The invalidity in whole or in part of any article or paragraph thereof shall not affect the validity of the remainder of such article or paragraph of this Contract.

Article 21. Staff members not to benefit

The Seller shall not admit any staff member of UNIDO to any direct or indirect benefit arising from this Contract or the award thereof. The Seller agrees that breach of this provision shall constitute a fundamental breach of this Contract.

Article 22. Seller's failure to perform

If the Seller fails to fulfil its obligations under the terms and conditions of this Contract, UNIDO may, by written notice to the Seller, inform it of the nature of the failure and declare this Contract avoided. Alternatively, UNIDO may fix an additional period of a reasonable length for the performance by the Seller of its obligations. If the Seller has not remedied the failure within such additional period fixed by UNIDO, UNIDO may then, by written notice to the Seller, declare this Contract avoided and cancel this Contract without any liability for termination charges or any other liability of any kind of UNIDO.

If the Contract is declared avoided and if UNIDO, in a reasonable manner and within a reasonable time thereafter, buys goods in replacement, UNIDO may recover from the Seller, as damages, the difference between the price under this Contract and the price in the substitute transaction as well as any other recoverable damages.

Article 23. Penalty for delay

Subject to Article 11, if the Seller fails to deliver any or all of the goods or perform any of the services within the time period specified in the Contract, UNIDO may, without prejudice to any other rights and remedies, deduct from the total price stipulated in this Contract an amount of 1% of the price of such goods or unperformed services for each week of delay, up to maximum of 10% of the total price of the Contract.

Article 24. Termination

1. UNIDO may declare this Contract terminated in whole or in part, and at any time, upon giving thirty (30) days' notice in writing to the Seller.

Article 30. Mines

1. The Contractor represents and warrants that neither him, nor any of his suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

2. Any breach of this representation and warranty shall entitle UNIDO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNIDO.

UNIDO
VIENNA

ERUWA, Alex

From: Ali COLAK [alicolak@soyut.com.tr]
Sent: Friday, June 19, 2009 11:24 AM
To: ERUWA, Alex
Cc: APPIATENG, Eric; 'Devrim Ersanli'
Subject: RE: Performance Security Bond

Dear Mr. Eruwa,

Thank you for the information. Therefore, we will send you the package with DHL today. The package will deliver to your office at latest 2 days. There is one point we need to get your opinion. In the purchase order, the delivery time is 21 August 2009. In our offer dated on 14 April 2009, the delivery time is 12 weeks. The 21 st of August makes 8-9 weeks. Therefore, we need to change the delivery time to 21 September 2009. Please confirm the change sir and we will deliver the package within today to DHL.

Best regards.

Ali Colak
 Project Development Manager

SOYUT CONSTRUCTION and ENGINEERING CO. INC.

Address: Tahran Caddesi No:30 06700 Kavaklidere-Ankara/TURKEY
 Phone : +90.312.468.8750
 Fax : +90.312.427.1471
 E-mail : info@soyutwind.com
 Web : www.soyutwind.com ; www.soyut.com.tr

From: ERUWA, Alex [mailto:A.Eruwa@unido.org]
Sent: Friday, June 19, 2009 10:28 AM
To: alicolak
Cc: Eric APPIATENG
Subject: RE: Performance Security Bond
Importance: High

Dear Messrs. Soyut,

Sorry, I have being in the middle of some jobs. However, I never found any message on my voice recorder.

To your mail below, please what is the essence of the Performance Security Bond, can you throw more light on this.

Thanks and best regards,

Alex K. Eruwa
 Procurement Services Unit
 UNIDO
 P.O. Box 300
 A-1400 Vienna, Austria
 Tel.: (+43-1) 26026 3612
www.unido.org
a.eruwa@unido.org

From: Ali COLAK [mailto:alicolak@soyut.com.tr]

Sent: Thursday, June 18, 2009 1:59 PM
To: ERUWA, Alex
Cc: 'Devrim Ersanli'
Subject: Performance Security Bond

Dear Mr. Eruwa,

Today I tried to reach you by phone and leave a message to your tele-secretary. We have completed all the documents and will send you the original documents by DHL. In our delivery, you will find the purchase order. We have decided not to ask you an advance payment because it is a small amount. Therefore, we will send you only a performance security. Do you have a standard performance security text or do our bank prepare it as they do it regularly for every job?

Please let us know your opinions as soon as possible.

Best regards.

Ali Colak
Project Development Manager

SOYUT CONSTRUCTION and ENGINEERING CO. INC.

Address: Tahrir Caddesi No:30 06700 Kavaklıdere-Ankara/TURKEY

Phone : +90.312.468.8750

Fax : +90.312.427.1471

E-mail : info@soyutwind.com

Web : www.soyutwind.com ; www.soyut.com.tr

_____ NOD32 4167 (20090618) Information _____

This message was checked by NOD32 antivirus system.
<http://www.eset.com>