

*(to be further adapted to the specific tender requirement)*

**CONTRACT NO.**

between

**THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION**  
(UNIDO)

and

UNIDO Project No.:

Activity Code:

This Contract comprises this cover page, a table of contents and ( ) pages of text and ( ) Annexes (A through ).

UNIDO  
OSS/PRS

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### **LIST OF ANNEXES**

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UNIDO Contract No.:  
Project No.:  
Activity Code:

## CONTRACT

between

**THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION**

and

for the provision of services relating to the

*<title of the project>*

This CONTRACT is entered into between the UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (hereinafter referred to as "UNIDO"), having its headquarters located at Wagramer Strasse 5, A-1220 Vienna, Austria, and *<name of the contractor>* (hereinafter referred to as "the Contractor"), having its principal office located at .

WHEREAS, UNIDO has been designated by the COUNCIL OF THE GLOBAL ENVIRONMENT FACILITY as IMPLEMENTING AGENCY;

WHEREAS, UNIDO, in agreement with the SECRETARIAT OF THE GLOBAL ENVIRONMENT FACILITY (hereinafter referred to as "the GEF Secretariat") and the GOVERNMENT OF (hereinafter referred to as "the Government"), has agreed to provide assistance to the Government in carrying out the project entitled "*<title of the project>*" (hereinafter referred to as "the Project") in *<project location, country>* (hereinafter referred to as "the Project Area");

WHEREAS, in this connection, UNIDO, acting in agreement with the Government desires to engage a contractor to provide the services and perform the work hereinafter set forth; and

WHEREAS, the Contractor represents that he is ready, willing and able to provide such services and perform such work;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

### **1.00 AIMS OF THE CONTRACT**

#### **1.01 Synopsis**

The aim(s) of this Contract is (are):

### **2.00 RESPONSIBILITIES OF THE CONTRACTOR**

#### **2.01 Statement of Work**

Given the aim of this Contract, the Contractor shall render, on the terms and conditions set forth herein, all the services and facilities necessary to carry out the Contract and, in particular, the work as detailed in the UNIDO Terms of Reference dated *<date>*, a copy of which is attached hereto as Annex D. In carrying out the work hereunder, the Contractor shall conform to the

methodology, approach and work plan set forth in the Proposal dated *<date>*, hereinafter referred to as "the Proposal", submitted in response to UNIDO Request for Proposal No. *<number>* of *<date>*. The Contractor's said Proposal, although not attached hereto, is made a part hereof by way of reference.

While the Annexes hereto (Annexes A - ) and the Contractor's Proposal shall form integral parts of the Contract, it is understood that in the event of a conflict between the provisions in the Terms of Reference, in the Contractor's Proposal and in the present Contract and its other Annexes, the provisions in the Contractor's Proposal shall be subject to those in the Terms of Reference or in the Contract and its other Annexes, and the provisions in the Terms of Reference shall be subject to those in the Contract and its other Annexes.

## 2.02 **Contractor's Services**

For the performance of his obligations under this Contract, the Contractor shall make available a total of *<number in words>* (*figure*) work-months of personnel services as specified in sub-paragraphs a) and b) of this paragraph. In connection with this Contract, a work-month of service in the Project Area and at the Home Office shall consist of five (5) working days per week and eight (8) working hours per day.

### a) **Project Area Services**

*<number in words>* (*figure*) work-months of service shall be carried out in the Project Area by a team comprising the Team Leader and *<number in words>* (*figure*) other specialist as named in sub-paragraph 2.03 a).

The time required by the Contractor's Team Leader for his briefing and de-briefing at UNIDO, Vienna, and the time spent by the Contractor's Team traveling from their place of residence and/or work to UNIDO, Vienna, and to the Project Area and return, is not included in the number of man-months stated above.

### b) **Home Office Services**

*<number in words>* (*figure*) work-months of service shall be carried out at the Contractor's Home office by the specialists named in sub-paragraph 2.03 a).

### c) **Home Office Support Services**

In addition to the services referred to in sub-paragraphs a) and b) of this paragraph, the Contractor shall provide such other Home Office personnel services and technical facilities as may be necessary for the back-stopping support to his personnel serving in the Project Area.

## 2.03 **Contractor's Personnel**

### a) **Name, Project Function and Duration of the Assignments of the Contractor's Personnel**

The personnel to be provided by the Contractor and the duration of their assignments shall be as follows:

<u>Name</u>	<u>Project Function</u>	<u>Duration of Assignment</u> <u>(work-months)</u>	
		<u>Project Area</u>	<u>Home Office</u>

### b) **Replacement of the Contractor's Personnel**

The Contractor's personnel named in sub-paragraph a) hereinbefore are considered essential for the work to be performed under this Contract, accordingly:

- i) prior to replacing any of such personnel, the Contractor shall notify UNIDO reasonably in advance and shall submit detailed justifications together with the

curriculum vitae of the proposed substitute(s) to permit evaluation by UNIDO of the impact which such replacement(s) would have on the work programme;

- ii) no personnel replacement shall be made by the Contractor without the prior written consent of UNIDO in accordance with Clause 4 of the UNIDO General Conditions of Contract (Annex A hereof).

**2.04 Briefing, Debriefing and Draft Final Report Review Meeting**

The Contractor's Project Leader may be required during implementation of the Contract to visit UNIDO for briefings and debriefings. The dates and duration of such visits will be agreed upon by UNIDO and the Contractor.

**2.05 Commencement and Completion of the Contractor's Work in the Project Area**

The Contractor's Team shall be in the Project Area and commence performance no later than and shall complete all work in the Project Area no later than *<number in words>* (figure) calendar months thereafter.

**2.06 Responsibilities of the Contractor's Team Leader**

The Contractor's Team Leader shall be responsible for ensuring that the work in the Project Area and at the Home Office is performed in accordance with the terms of this Contract and for supervising, directing and co-ordinating the performance of the duties of the Contractor's personnel.

**2.07 Relationship between the Contractor's Personnel and the UNIDO Representative in the Project Area**

While in the Project Area in connection with the performance of the work hereunder, the Contractor's Team Leader shall maintain a close working relationship and co-operate with the UNIDO Representative in the Project Area or UNDP Resident Representative in case UNIDO is not directly represented in *<name of the country>*, and/or his designated representative(s), and shall keep him/them currently informed of the progress of the assignment and plans for the performance of the work. The UNIDO Representative or UNDP Resident Representative in case UNIDO is not directly represented in *<name of the country>*, and/or his designated representative(s) shall have the right to observe at any time the progress of the work carried out under this Contract and to consult with the Contractor's Team Leader and the other specialists concerning their work performance.

**2.08 Facilities and Services Provided by the Contractor**

The Contractor shall provide all the facilities and services required by the Contractor's personnel for the execution of the Contract. Expenses of every kind incurred in connexion with such execution shall be solely for the account of the Contractor. Such expenses shall include, but shall not be limited to, the cost of wages, housing, food, travel, medical attention and insurance.

**2.09 Protests**

If the Contractor considers any work demanded of him by the UNIDO Representative or UNDP Resident Representative in case UNIDO is not directly represented in *<name of the country>*, and/or his designated representative(s) and/or by the Government or its co-operating Agency(ies) to be outside the requirements of this Contract, or considers any ruling of the UNIDO Representative or UNDP Resident Representative in case UNIDO is not directly represented in *<name of the country>*, and/or his designated representative(s) and/or the Government or its co-operating Agency(ies) to be unfair, he shall immediately upon such work being demanded, or such ruling being made, request the CHIEF, PROCUREMENT SERVICES UNIT/OSS/PRS,

UNIDO, Vienna, (hereinafter referred to as the "CHIEF, PSM/OSS/PRS") for his written instructions or decisions.

## **2.10 Reports**

*(The number and titles of reports may be changed depending on the contract requirements)*

The Contractor shall submit to UNIDO, Vienna, in English, the reports and documents, which are listed below.

### **a) Interim Report**

An Interim Report, in *<number in words>* (*figure*) hard copies and in one electronic copy in MS Word format, covering the work performed in the Project Area and at the Home Office as detailed in *<paragraph>* of the Terms of Reference (Annex D hereof). This Interim Report shall be submitted no later than \_\_\_\_\_ calendar months from the date of arrival of the Contractor's personnel in the Project Area.

All interim reports shall include sufficient information for UNIDO to determine the extent of the work carried out at the Contractor's Home Office by the personnel referred to in paragraph 2.03 a) hereinbefore. No invoice submitted for payment pursuant to the stipulations of paragraph 4.04 shall be paid by UNIDO unless the relevant interim report submitted by the Contractor and/or other information as may be available to UNIDO confirm that satisfactory progress has been achieved also in the performance of the work at the Contractor's Home Office.

### **b) Draft Final Report**

A Draft Final Report, in *<number in words>* (*figure*) copies and in one electronic copy in MS Word format, covering the work performed in accordance with paragraph 2.01 which shall be submitted to UNIDO, Vienna, in time to ensure it is received no later than *<number in words>* (*figure*) calendar months from the date of arrival of the Contractor's personnel in the Project Area.

### **c) Final Report**

A Final Report, in *<number in words>* (*figure*) copies and in one electronic copy in MS Word format, covering the work performed in accordance with paragraph 2.01. In the preparation of the Final Report the Contractor shall give due consideration to the comments and recommendations advised in writing by UNIDO to the Contractor within *<number in words>* (*figure*) weeks after UNIDO's receipt of the Draft Final Report from the Contractor \*or after the Draft Final Report Review Meeting referred to in paragraph 2.04. The Final Report shall be submitted to UNIDO, Vienna, in time to ensure it is received no later than *<number in words>* (*figure*) weeks after the Contractor's receipt of UNIDO's written comments on, or approval of, the Draft Final Report.

## **2.11 Permits, Fees, Notices and Legal Requirements**

a) Unless otherwise provided in the Contract, the Contractor shall secure and pay for all the permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work, which are customarily secured after execution of the Contract and which are legally required at the time Contractor's Proposal is received.

b) The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

c) If the Contractor observes that the Work required under the Contract is not in accordance with applicable laws, statutes, building codes and regulations, it shall promptly notify UNIDO in writing.

**2.12 Protection of Persons and Property**

- a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
- b) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
  - (i) all employees at the Work Site and all other persons who may be affected thereby;
  - (ii) all the Work and all the equipment to be incorporated therein, whether in storage on or off the Work Site, under the care, custody or control of the Contractor or any of his subcontractor(s); and
  - (iii) other property at the Work Site or adjacent thereto.
- c) The Contractor shall give all notices and comply with all applicable laws, ordinances, building codes, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- d) The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the Project Counterpart's personnel.
- e) When the use or storage of combustible, explosive or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- f) The Contractor shall promptly remedy all damage, injury or loss to any person or property referred to in sub-paragraph 2.12 b) caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under sub-paragraph 2.12 b), except damage, injury or loss attributable to the acts or omissions of the Project Counterpart or anyone directly or indirectly employed by him, or by anyone for whose acts the Project Counterpart may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Clause 15 of the UNIDO General Conditions of the Contract (Annex A).
- g) The Contractor shall designate a responsible member of his Team, whose duty shall be the prevention of accidents at the Work Site during the execution of the Work. This person shall be the Contractor's Team Leader unless otherwise designated by the Contractor in writing to UNIDO.
- h) The Contractor shall not load any systems or equipment or permit any part of the Work to be loaded, so as to endanger safety of the operation.
- i) In any emergency affecting the safety of persons or property, the Contractor shall act reasonably, at his discretion, to prevent threatened damage, injury or loss.

**2.13 Patent Rights**

- a) The Contractor declares that it does not know of any protective rights of third parties which might be infringed by this Contract. Should, contrary to the Contractor's expectation, claims be raised against UNIDO charging it with infringement of patents, the Contractor shall hold harmless UNIDO and shall indemnify it to the full extent of any damages or awards arising from such claims. This obligation of the Contractor shall continue to be in full force and effect up to the expiration of such patents.
- b) UNIDO and/or the Project Counterpart shall give the Contractor due notice in writing of any charge of infringement brought against UNIDO and/or the Project Counterpart and of the filing of any suit for infringement and shall give the Contractor opportunity to defend said suit at his discretion and shall not, without the Contractor's consent in writing, make any admissions or consent to any claim of any third party which might be prejudicial to the Contractor's position.

#### **2.14 Clearance of Site on Completion**

Upon completion of the Work, the Contractor shall, at his expenses, clear away and remove from the Work Site all surplus materials, rubbish and temporary works of every kind including the covering up of holes of any nature and leave the whole of the Work Site clean and in a workmanlike condition to the satisfaction of UNIDO.

#### **2.15 Standards of Work**

The Contractor shall exercise all reasonable skill, care and diligence in the performance of the work hereunder and shall carry out all his responsibilities in accordance with the highest recognized professional standards.

### **3.00 RESPONSIBILITIES OF UNIDO**

#### **3.01 Responsibilities of the UNIDO Representative**

The UNIDO Representative in the Project Area shall:

- a) act as Liaison Officer between the Contractor's personnel and officials of the Government in all matters relating to this Contract;
- b) refer to UNIDO, attention Chief, PSM/OSS/PRS, such administrative matters relating to execution of this Contract as may be brought to his attention and which cannot be resolved in the Project Area.

### **4.00 CONTRACT PRICE AND TERMS OF PAYMENT**

#### **4.01 Contract Price**

UNIDO shall pay the Contractor for the full and proper performance of his obligations under this Contract, the sum of <currency amount in words> (figure). Payment of this sum shall be made in the currency and in the pro-rated amounts hereinafter set forth. This sum shall cover all expenses incurred by the Contractor including, but not limited to: salaries, indemnities, social charges, overheads, technical assistance and supervision costs.

#### **4.02 Contract Ceiling**

The Contractor shall not do any work, provide any materials or equipment or perform any services which may result in any charges to UNIDO over and above the said sum of <currency amount in words> (figure) without the prior written consent of UNIDO and a formal amendment to this Contract.

**4.03 Currency of Payment**

The total Contract price of <currency amount in words> (figure) shall be paid in this currency.

**4.04 Progress Payments**

Progress payments on account of the Contract price set forth in paragraph 4.01 shall be made against the Contractor's invoices rendered as follows:

Currency

- a) upon UNIDO's receipt of the Contract duly countersigned the sum of .....
- b) upon UNIDO's receipt and acceptance of the Contractor's Interim Report referred to in sub-paragraph 2.10 a), the sum of.....
- c) upon UNIDO's receipt and acceptance of the Contractor's Draft Final Report referred to in sub-paragraph 2.10 b), the sum of.....
- d) upon UNIDO's receipt and acceptance of the Contractor's Final Report referred to in sub-paragraph 2.10 c), the sum of.....

Grand Total:

The making of any payment hereunder by UNIDO shall not be construed as an unconditional acceptance by UNIDO of the work accomplished by the Contractor up to the time of such payment.

**4.05 Performance Bank Guarantee**

The Contractor shall, within one (1) month from the signing of the Contract, submit to UNIDO a performance bank guarantee issued by a bank or insurance company approved by UNIDO, for the initial sum of < CURRENCY, THE SUM IN WORDS >. This sum will be lowered to < CURRENCY, THE SUM IN WORDS > on the date of the acceptance by UNIDO and/or its authorized representative(s) at the Plant Site in the performance tests of all the Equipment to be supplied by the Contractor under the Contract. The performance bank guarantee shall secure proper and faithful performance by the Contractor of his obligations under the Contract and shall be in the form set out in Annex C attached hereto. The guarantee will become effective on the date that the initial payment made by UNIDO is received into the Contractor's bank account and shall remain in full force and effect until the date calculated as the date of the acceptance by UNIDO of the Contractor's Final Report to be submitted in accordance with sub-paragraph 2.10 of the Contract plus twelve (12) months.

**4.06 Withholding of Payments**

UNIDO may withhold any payment to the Contractor or, on account of subsequently discovered evidence, nullify the whole or part of any payment approval theretofore given, to such an extent as may be necessary to protect UNIDO from loss under this Contract on account of:

- a) the Contractor's failure to carry out the work or to make adequate progress on the work, except for failure arising out of force majeure;
- b) the Contractor's failure to remedy defective work and/or unsatisfactory performance, when such failure has been drawn to his attention by UNIDO;

- c) the Contractor's failure to submit on time the reports required hereunder;
- d) the Contractor's failure to make payments properly for material or labour in the Project Area, or
- e) the existence of damage claims presented by UNIDO or of reasonable evidence indicating the probable basis on which damage claims may be presented by UNIDO.
- f) breach by the Contractor of the Contract.

The withholding by UNIDO of any interim payment shall not affect the Contractor's obligation to continue performance under this Contract.

No interest shall accrue on payments eventually withheld by UNIDO in application of the stipulations of this paragraph.

#### **4.07 Contractor's Invoices**

Each payment shall be made by UNIDO on the basis of an invoice submitted by the Contractor. Contractor's invoice (original) must reflect Contractor's banking instructions i.e. Name and address of Bank, Account No., Sort Code No., IBAN, SWIFT for payment by electronic transfer.

#### **4.08 Mode of Payment**

All payments under this Contract shall (subject to receipt of the Contractor's original invoices) be made by UNIDO by electronic bank transfer to the account(s) of the Contractor.

### **5.00 CONFIDENTIALITY**

#### **5.01 Confidential and Proprietary Information**

In addition to the confidentiality requirements stipulated in the Terms of Reference/Technical Specifications (Annex D hereof), either Party acknowledges that all knowledge and information concerning the other Party that may be required in connection with the performance of its obligations under this Contract, including, but not limited to, any information relating to its operations and procedures, are confidential and proprietary information of the other Party and it shall receive such confidential and proprietary information in confidence and shall not disclose or permit disclosure of any such knowledge or information to any person, firm or corporation without the prior written consent of the other Party. Each set of documents containing such information shall be plainly marked so as to indicate the secret and confidential nature thereof.

Either Party shall not, without the prior written consent of the other Party, disclose, furnish or use, in any way whatsoever, and shall take all lawful measures available to prevent any other person and/or entity employed by it or within its control from so disclosing, furnishing or using any confidential or proprietary information of the other Party to which it becomes privy, regardless of whether same was generated pursuant to this Contract. Either Party shall use its best efforts and take all reasonable steps necessary, including the execution of a confidentiality and non-disclosure agreement by its employees, agents, counterparts and subcontractors to ensure that its employees, agents, counterparts and subcontractors fully comply with this paragraph 5.01.

#### **5.02 Liability for Disclosure**

Either Party shall be liable for any disclosure of confidential or proprietary information in breach of paragraph 5.01 by its directors, officers, agents, counterparts, employees or subcontractors. Either Party acknowledges that any breach or threatened breach of paragraph 5.01 could cause irreparable injury to the other Party within a short period of time entitling the other Party to preliminary injunctive relief against any such action, which relief shall be in addition to and in no

way in limitation of any and all other remedies to which the other Party may be entitled.

**5.03 Exclusions**

The restrictions referred to in paragraph 5.01 shall not apply to the information which:

- (i) presently is in the public domain;
- (ii) hereafter becomes part of the public domain without the other Party's fault;
- (iii) was in the possession of the other Party at the time of disclosure, as shown by written evidence;
- (iv) is disclosed to the other Party at any time hereafter by a third party.

**6.00 INSURANCE**

**6.01 Insurance of the Works**

The Contractor shall, without limiting his or UNIDO's obligations and responsibilities under the Contract, insure with an insurance company acceptable to UNIDO:

- a) The Works, together with the materials and equipment for incorporation therein, to their full replacement cost, plus an additional sum of fifteen (15) per cent of such replacement cost, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature;
- b) The insurance referred to in sub-paragraphs 6.01 a) shall be in the joint names of the Contractor and UNIDO and shall cover UNIDO and the Contractor against all loss or damage from whatsoever cause arising from the start of the Work at the Work Site until the date of the final payment.

**6.02 Liability Insurance**

The Contractor shall provide and maintain insurance for an appropriate amount against public or third party liabilities for bodily injury or death or property damage resulting from any operations carried out by the Contractor in order to comply with his obligations under the Contract.

**6.03 Certificates of Insurance**

A copy of the certificates of insurance referred to in sub-paragraph 6.01 a) and b) acceptable to UNIDO shall be forwarded to UNIDO prior to commencement of the Work. The Certificates shall be executed by an authorized representative of the insurer. These certificates and the insurance policies required by this paragraph 6.03 may not be cancelled or allowed to expire prior to completion of the entire Contract.

**6.04 Responsibility for Amounts not Recovered**

Any amounts not insured or not recovered from the insurers shall be borne by the Contractor.

**6.05 Remedies against Contractor's Failure to Insure**

If the Contractor fails to effect and keep in force any of the insurances required under the Contract, including failure to insure for the appropriate amount, or fails to provide certificates of insurance to UNIDO in accordance with paragraph 6.03 above, then and in any such case UNIDO may, at its option, hold the Contractor in default in accordance with paragraph 7.06 herein below, or effect and keep in force any such insurance and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due to the Contractor, or

recover the same as a debt due from the Contractor.

## **7.00 GENERAL PROVISIONS**

### **7.01 Entry into Effect of the Contract**

This Contract shall be deemed to be effective from the date of its signature by both Parties.

*or, optionally (to be decided by the Contracts Officer depending on the case)*

This Contract shall be deemed to be effective from <date> which was the date of Contractor's confirmation of acceptance of UNIDO's Contract award of <date>.

### **7.02 General Conditions**

The Parties hereto agree to be bound by the UNIDO General Conditions of Contract a copy of which is attached hereto as Annex A and made a part hereof.

### **7.03 Contract Amendment**

No modification of, or change in, this Contract, or waiver of any of its provisions, or additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to this Contract, signed by the authorized representatives of the Contractor and UNIDO.

### **7.04 Transmission of Reports, Invoices and Notices**

All reports, invoices and notices submitted or given hereunder shall be addressed to the Procurement Services Unit/OSS/PSM (Attention: ....., Contracts Officer), UNIDO, P.O. Box 300, A-1400 Vienna, Austria.

### **7.05 Covenant against Contingent Fees**

The Contractor warrants that:

- a) no person or selling agency has been employed or retained by him to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or retainer, except regular employees or bona fide and officially established commercial or selling agencies maintained by the Contractor for the purpose of securing business;
- b) no official or servant or retired employee of UNIDO, the United Nations, the UNDP and the Participating and Executing Agencies of the UNDP or the Government and/or its co-operating Agency(ies), who is not a bona fide employee of the Contractor, has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof.

For breach of these warranties, UNIDO shall have the right to deduct from the Contract price, or otherwise recover from the Contractor, the full amount of any such commission, percentage, brokerage, contingent fee or retainer so paid.

### **7.06 Default by the Contractor**

In case the Contractor fails to fulfil his obligations and responsibilities under this Contract, and provided the Contractor has not remedied such failure(s) within thirty (30) days of having been given UNIDO's express written notification of the nature of the failure(s), UNIDO may, at its sole option and without prejudice to its right to withhold payment(s) as hereinbefore provided, hold the

Contractor in default under this Contract. When the Contractor is thus in default, UNIDO may, by giving written notice to the Contractor, terminate the Contract as a whole or such part or parts thereof in respect of which the Contractor is in default. Upon such notice, UNIDO shall have the right to seek completion, at the Contractor's expense, of that part or those parts of the Contract with respect to which the Contractor is in default. The Contractor shall, in this case, be solely responsible for any reasonable costs of completion, including such costs which are incurred by UNIDO over and above the originally agreed Contract price stipulated hereinbefore.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

**UNITED NATIONS INDUSTRIAL  
DEVELOPMENT ORGANIZATION**

By.....

By.....

Procurement Services Unit  
Operational Support Services/PSM  
UNIDO  
P.O. Box 300  
A-1400 Vienna  
AUSTRIA

Date:.....

Date:.....