



**MODEL
CONTRACT NO.**

between

THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

(hereinafter referred to as "UNIDO")

having its headquarters at the
Vienna International Centre, Wagramer Strasse 5,
A-1220 Vienna, Austria
Telephone: (1) 26026 ext 3418
Facsimile No: (1) 26026-6815/16

and

< NAME OF THE RECIPIENT COMPANY/ORGANIZATION >, < ADDRESS >, <TOWN>

< BRIEF TITLE OF THE WORK >

A GRANT FROM GEF UNDER THE: ENERGY COMPONENT

FOR THE IMPLEMENTATION OF

.....

WHEREAS The GEF Secretariat in approved the Work", as prepared by UNIDO and approved by the Government of (hereinafter referred to as "the Project"), in (hereinafter referred to as "the Project Area");

WHEREAS UNIDO is the Implementing Agency for the afore-mentioned Project

WHEREAS The financing conforms with the GEF incremental operating policy provided for in Project meets the request of the as contained in the project document;

WHEREAS Project inter alia states that UNIDO in its capacity as Implementing Agency shall disburse to <...AMOUNT...> a grant (hereinafter referred to as "the Grant") as part funding of the total cost of acquisition installation and commissioning of <...WORK TITLE.....> (hereinafter referred to as Work), < NAME OF THE PROJECT SITE >, ... (jointly hereinafter referred to as "the Work Site");

WHEREAS The recipient of the technical assistance under the Work is < NAME OF THE RECIPIENT COMPANY/ORGANIZATION >, < ADDRESS >,, <TOWN>, .. (hereinafter referred to as "the Project Counterparts");

WHEREAS <NAME OF CONTRACTOR> has agreed to receive the Grant as part funding to carry out the Work;

NOW, THEREFORE, UNIDO and <NAME OF CONTRACTOR> wish to enter into the following contract:

ARTICLE I

UNIDO agrees to disburse to <NAME OF CONTRACTOR>, according to the terms and conditions stated in this contract, the Grant, in the maximum amount of < CURRENCY, THE SUM IN WORDS > to meet part of the Work of equipment to be purchased, installed and commissioned. <NAME OF CONTRACTOR> shall use the proceeds of the Grant exclusively for the total Work cost as approved by the Government. Any additional cost over and above the grant amount shall be absorbed by <NAME OF CONTRACTOR>. Such cost shall cover all expenses incurred by <NAME OF CONTRACTOR> including, but not limited to: salaries, indemnities, social charges, overheads, technical assistance and supervision costs

ARTICLE II

The grant amount shall be effected by electronic transfer to the Account of: <NAME OF CONTRACTOR> within thirty (30) days of receipt by UNIDO of the countersigned original of this contract from <NAME OF CONTRACTOR>, relevant documents together with the invoice issued in one

(1) original and one (1) copy. The invoices shall include name and address of the bank, account number and the name of its holder as well as a sort code for payment by electronic transfer. Each payment shall be made on the basis of an original invoice submitted by <NAME OF CONTRACTOR>.

The payments on the account of the contract price set forth in ARTICLE I shall be made against the <NAME OF CONTRACTOR> invoices rendered as follows:

USD

a) upon UNIDO's receipt and acceptance of the <NAME OF CONTRACTOR>'s **First Progress Report** referred to in sub-article () hereinbelow the sum of.....

b) upon UNIDO's receipt and acceptance of the <NAME OF CONTRACTOR>'s **Second Progress Report** referred to in sub-article () hereinbelow the sum of.....

:
:
:
:

..) upon UNIDO's receipt and acceptance of the <NAME OF CONTRACTOR>'s **Final Report and Certificate of Completion** referred to in sub-article () hereinbelow the sum of.....

Grand Total:

ARTICLE III

<NAME OF CONTRACTOR> shall use the funds of the Grant as part funding for services, supply equipment, materials and parts required to carry out the Work, at the most favorable price at which it is available from the local or international markets.

ARTICLE IV

<NAME OF CONTRACTOR> shall maintain accurate and systematic records and accounts in respect of the performance of its obligations under this contract. <NAME OF CONTRACTOR> shall furnish, complete and make available at all reasonable times to UNIDO any records, accounts and other information, oral or written, which UNIDO may reasonably request in respect of <NAME OF CONTRACTOR> obligations under this contract.

ARTICLE V

<NAME OF CONTRACTOR> shall submit to UNIDO, Austria, in the English language the reports and documents, which are listed below:

a) **Progress Report(s)**

Progress Report (s), in two (2) hard copies and one (1) electronic copy, elaborating on the progress of the Work, before

:
:
:

..) **Final Report**

A Final Report, in two (2) hard copies and one (1) video copy, covering the work performed under the Contract, no later than

ARTICLE VI

In the event that UNIDO should determine that <NAME OF CONTRACTOR> has made a payment from the Grant under the present contract for any expenditure not consistent with the provisions of the contract and the specified Work, <NAME OF CONTRACTOR> shall, promptly upon notice by UNIDO, refund to UNIDO for deposit into UNIDO's account, an amount equal to the sum so expended, as specified by UNIDO.

<NAME OF CONTRACTOR> shall operate <EQUIPMENT> continuously for a minimum period of <DURATION> and warrants that after satisfactory completion, the Work shall meet the specifications and requirements set forth in the Terms of Reference (Appendix 1), in <NAME OF CONTRACTOR> Proposal and in the Technical Documentation.

- a) This shall be confirmed by annual performance reports that shall include but not limited to information related to the operation of the <EQUIPMENT>. The performance report shall be in <NUMBER> hard copies and one (1) electronic copy. The performance report shall be submitted to UNIDO not later than <DATE> each year following the reporting period.
- b) In case the <NAME OF CONTRACTOR> fails to fulfil his obligations and responsibilities under this Contract, and provided <NAME OF CONTRACTOR> has not remedied such failure(s) within a reasonable period of time, which is normal for equipment of this nature having been given written notification of the nature of the failure(s), UNIDO shall request <NAME OF CONTRACTOR> to refund a proportionate amount of the Grant fund which shall be determined by an independent assessor.

If there are discrepancies or conflicts between or among the Contract and its Annexes, then the document to prevail shall be given precedence in the following order:

- (1) Contract

- (2) Annexes A, B, C, D and E
- (3) Terms of reference (Appendix 1)
- (4) <NAME OF CONTRACTOR> Proposal

ARTICLE VII

Unless otherwise provided in the contract, the <NAME OF CONTRACTOR> shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work, which are customarily secured during and after execution of the contract and which are legally required at the time the <NAME OF CONTRACTOR>'s Proposal is received.

- a) The <NAME OF 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.
- b) If the <NAME OF CONTRACTOR> observes that the Work required under the contract is not in accordance with applicable laws, statutes and regulations, he shall promptly notify UNIDO in writing.

ARTICLE VIII

The <NAME OF CONTRACTOR> shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

- a) The <NAME OF 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 <NAME OF CONTRACTOR> or any of his subcontractor(s); and
 - (iii) other property at the Work Site or adjacent thereto.
- b) <NAME OF CONTRACTOR> shall give all notices and comply with all applicable laws, ordinances, 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.
- c) <NAME OF CONTRACTOR> shall erect and maintain, as required by existing conditions and progress of Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the Project Counterparts' personnel.
- d) When the use or storage of combustible, explosive or other hazardous materials or equipment is necessary for the execution of the Work, the <NAME OF CONTRACTOR> shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- e) <NAME OF CONTRACTOR> shall promptly remedy all damage, injury or loss to any person or property caused in whole or in part by the <NAME OF 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 <NAME OF CONTRACTOR> is responsible.

- f) <NAME OF 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.
- g) The <NAME OF 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.
- h) In any emergency affecting the safety of persons or property, <NAME OF CONTRACTOR> shall act reasonably, at his discretion, to prevent threatened damage, injury or loss.

ARTICLE IX

UNIDO has a UNIDO/GEF National Project Manager, (hereinafter referred to as UNIDO Supervisor) to confirm to UNIDO-Vienna Austria execution of the Work at the Work Site. The UNIDO Supervisor shall in general carry out such duties as are required for the confirmation of funds to the Contractor. The Contractor shall cooperate with the UNIDO Supervisor in best furthering the interests of UNIDO and the Project Counterparts, who shall confirm to the project manager in UNIDO-Vienna if invoices should be paid through e-mailing. According to the monitoring and evaluation policy of GEF and UNIDO, follow-up studies of country portfolio evaluations and thematic evaluations can be initiated and conducted whenever necessary. Project partners and contractors would be obliged to:

- (a) make available studies, reports and other documentation related to the project and,
- (b) facilitate interviews with staff involved in the project activities

ARTICLE X

Any dispute arising out of the interpretation or application of the terms of this contract or any breach thereof shall, unless it is settled by negotiation, be settled in accordance with the arbitration rules established by the United Nations Commission on International Trade Law (UNCITRAL) as currently in force. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute. It is understood, however, that the provisions of this contract shall neither constitute nor imply the waiver by UNIDO of its privileges and immunities.

ARTICLE XI

All reports, documentation and notices submitted or given under this contract shall be addressed to the Mr. Eric Appiateng, Contracts Officer, Senior Procurement Services Unit/ OSS, UNIDO, P.O. Box 300, A-1400 Vienna, Austria. All such communications shall be in writing.

ARTICLE XII

UNIDO acknowledges that supporting documentation submitted under this contract may contain confidential and proprietary information of <NAME OF CONTRACTOR> and it shall not disclose such information without the prior written consent of <NAME OF CONTRACTOR> except for the purpose of meeting its obligations as implementing agency for the GEF Work. Each set of documents containing such information shall be plainly marked by <NAME OF CONTRACTOR> so as to indicate the secret and confidential nature thereof.

The restrictions referred to hereinabove shall not apply to the information which:

- a) presently is in the public domain;
- b) hereafter becomes part of the public domain without UNIDO's fault;
- c) was in the possession of UNIDO at the time of disclosure, as shown by written evidence;

is disclosed at any time hereafter by a third Party.

ARTICLE XIII

No modification of, or change in, this contract shall be valid unless approved in the form of a written amendment to this contract, signed on behalf of UNIDO by the Chief, Procurement Services Unit, Operational Support Services Branch, UNIDO, or his representative, and on behalf of <NAME OF CONTRACTOR> by a duly authorized representative.

ARTICLE XIV

This contract shall be deemed to be effective from date of its signature of by UNIDO and <NAME OF CONTRACTOR>.

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

UNITED NATIONS INDUSTRIAL
DEVELOPMENT ORGANIZATION

<NAME OF CONTRACTOR>

By.....

By.....

P.O.Box 300
A-1400 Vienna
Austria

Date.....

Date.....