



**UNITED NATIONS INDUSTRIAL DEVELOPMENT
ORGANIZATION**

[VIENNA INTERNATIONAL CENTRE
Wagramer Strasse 5, A-1220 Vienna, Austria] [or respective field office address]

PURCHASE ORDER

No. [PO number]

[Amendment No. 1/2/3/4/5]

IMPORTANT

↑ ALL SHIPMENTS ↑
ALL INVOICES
ALL CORRESPONDENCE

**MUST SHOW THIS
PURCHASE ORDER NUMBER**

| | | |
|--|---------------------------|---|
| TO: [full name of the Contractor] [address] Tel.: [number] E-mail: [email] | Consignee: | [NAME exact address] Tel.: [number] [Fax:] [number] E-mail: [email] |
| | Place of Delivery: | [NAME Exact address] Tel: [number] E-mail: [email] |
| | UNIDO Project: | [TITLE AND SAP NUMBER] |
| | RFx Number: | [NUMBER] |
| Contractor's reference: [insert; SAP Response Number or Bid Reference No] | | |

Delivery Terms: The goods/equipment shall be delivered [insert INCOTERMS] INCOTERMS 2020 [insert named port, place or point of delivery] [including unloading] no later than [date]

| Item No. | Goods/equipment and/or services | Quantity | Unit | Unit Price [CURRENCY] | Total Price [CURRENCY] |
|--------------------|---------------------------------|----------|------|-----------------------|------------------------|
| 1 | [INSERT] [as per attached list] | [insert] | [ea] | [number] | [amount] |
| 2 | [INSERT] [as per attached list] | [insert] | [ea] | [number] | [amount] |
| 3 | [INSERT] [as per attached list] | [insert] | [ea] | [number] | [amount] |
| 4 | [INSERT] [as per attached list] | [insert] | [ea] | [number] | [amount] |
| GRAND TOTAL | | | | | [amount] |

GENERAL INSTRUCTIONS FOR THE CONTRACTOR

Please return the duly signed Purchase Order acknowledging your acceptance of the terms of the Contract.

This is to certify that the undersigned, on behalf of the Contractor, fully read the terms and conditions of the Contract, acknowledges, accepts and confirms delivery of the goods/equipment and/or services in full accordance with it.

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| | | | |
|-----------------------------------|---------------------------|---|---------------------------|
| _____ Date (dd/mm/yyyy) | _____ Signature | _____ Date (dd/mm/yyyy) | _____ Signature |
| _____ Name | _____ Title | _____ [Name and title of Procurement Official/Authorized Official/Division] | |

1. PARTIES

The Contract is entered between the UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION, a Specialized Agency of the United Nations, having its headquarters located at Wagramer Strasse 5, A-1220 Vienna, Austria (hereinafter referred to as "UNIDO"), and [NAME OF THE CONTRACTOR], having its principal office located at [Contractor's address] (hereinafter referred to as the "Contractor"). UNIDO and the Contractor are collectively referred to herein as the "Parties", and each individually as a "Party".

2. SCOPE

In accordance with the terms and conditions stated herein and in the Annexes hereto, the Contractor shall provide all the goods/equipment (hereinafter referred to as the "Goods") as described in detail in the Technical Specifications dated [day, month, year] (Annex C/B), [as subsequently clarified and/or amended by UNIDO] and the Contractor's bid dated [day, month, year] [and clarified by e-mail(s) dated] (hereinafter [collectively] referred to as the "Bid"), which the Contractor submitted to UNIDO in response to UNIDO's Invitation to Bid No. [insert RFx number] dated [day, month, year] .The Contractor's said Bid although not attached hereto, is made a part hereof by way of reference.

3. CONTRACT DOCUMENTS

This Purchase Order, 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 UNIDO and the Contractor for the provision of the Goods (hereinafter referred to as the "Contract"). The Contract supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties with regard to the subject matter. The documents comprising the Contract are complementary to one another, but in case of ambiguities, discrepancies or inconsistencies between or among them, the following order of priority for purposes of application and interpretations shall apply:

- i. This Purchase Order;
- ii. Special Conditions of Contract ("SCC") (Annex A), if applicable;
- iii. General Conditions of Contract ("GCC") (Annex B/A);
- iv. Technical Specifications (Annex C/B)
- v. Performance Guarantee Form (Annex D/C)
- vi. Bank Information Form (Annex E/D/C)
- vii. Bid

4. SHIPPING DOCUMENTS

The shipping documents shall consist of the following:

- i. 1 original and 1 copy of Commercial Invoice;
- ii. 1 negotiable and 1 non-negotiable original and 1 copy of Bill of Lading/Airway Bill;
- iii. 1 original and 1 copy of Packing List;
- iv. 1 original and 1 copy of Certificate of Origin;
- v. 1 original and 1 copy of Transportation Insurance Policy, as applicable;
- vi. Copy of the duly signed Purchase Order

The shipping documents shall reach the Consignee ([name, exact address, tel., email]) as soon as possible, but not later than [two] weeks before the arrival of the Goods.

Before sending the originals of the shipping documents, the Contractor shall provide the Consignee with electronic versions of these for verification of completeness and correctness. Upon approval by the Consignee, the Contractor shall send by courier the shipping documents to the Consignee.

Failure to comply with the above may result in a delay of customs clearance. Any resulting storage charges shall be borne by the Contractor.

5. PAYMENT

Each payment under the Purchase Order shall be made by UNIDO within thirty (30) days of receipt and acceptance of the related invoice and the documents listed below as follows:

- a. [OPTIONAL: Advance Payment of [currency and amount] corresponding to [number] % of the Total Price of the Purchase Order upon receipt by UNIDO of the duly countersigned Purchase Order. The Contractor shall, within one (1) month from the effective date of the Contract, submit to UNIDO a performance guarantee issued by an accredited bank or insurance company acceptable to UNIDO, for the initial amount of [CURRENCY AMOUNT]. The performance guarantee shall secure proper and faithful performance by the Contractor of its obligations under the Contract. The guarantee will become effective on the date when the [initial/final] 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/Final Deliverable] [plus [number of] year(s)/month(s)]. The performance guarantee shall be in the format attached to the Contract.]

[a.] [b.] [OPTIONAL: Advance payment of [currency and amount] corresponding to [number] % of the Total Price of the Purchase Order upon receipt and acceptance by UNIDO of copies of all shipping documents and [a copy of [Consignee's] e-mail/fax [to Consignee] [requesting] [confirming] correctness and completeness of the shipping documents as referred to in Article 4 above].

[b.] [c.] Payment of [currency and amount] corresponding to [number] % of of the Purchase Order upon receipt and acceptance by UNIDO of the Report on the inspection of prototype models before bulk production at the manufacturer's facility/of finalized bulk production at the manufacturer's facility.]

[a.] [b.] [c.] [d.] [Final p][P]ayment of [currency and amount] corresponding to [number] % of the Total Price of the Purchase Order upon receipt and acceptance by UNIDO of the Certificate of Inspection and Acceptance of the Goods [and ancillary services] signed by authorized representative(s) of the Contractor, UNIDO and the Project Beneficiary confirming that the Goods [and services] conform to applicable specifications and the requirements of the Contract [as well as, where available, a carbon emission calculation report indicating the amount of CO2 emissions generated to move the Goods from the Contractor's premises to the delivery place].

The invoice shall reflect the Contractor's banking instructions as indicated in the UNIDO Bank Information Form.

UNIDO shall not be liable to pay interest on the amount(s) not paid to the Contractor within the payment schedule foreseen under the Contract, irrespective of the cause of such delay.

The making of any payment by UNIDO shall not be construed as an unconditional acceptance by UNIDO of the Goods and/or services provided by the Contractor up to the time of such payment.

6. INSPECTIONS

UNIDO may, at its discretion, prior to delivery, conduct inspections of the Goods in order to establish conformity of these with the requirements of the Contract in accordance with Article 7 of the GCC.

7. WARRANTY

The Contractor shall provide UNIDO with all warranties as specified in Article 10 of the GCC. All warranties will remain fully valid for a period of not less than [number] year[s] following acceptance of the Goods by UNIDO in accordance with the Contract. The Contractor shall within the Warranty period repair or replace at its own expense and as soon as practicable but no later than three (3) months any defect or non-compliant Goods found under normal operating conditions, whether due to faulty design, material or manufacture, engineering drawings, technical specifications or operating instructions, impairing the functioning of the Goods or parts thereof in order to restore the required operation of the Goods or parts thereof. The Contractor warrants the availability of spare parts for the Goods after the expiration of the Warranty period during the life of the Goods at reasonable price and terms.

8. BENEFICIARIES BENEFICIARY(IES)/END-USER(S)

The Project Beneficiary(ies)/End-User(s) is/are [name, address, email, phone no.].

9. TECHNICAL DOCUMENTATION/ INSTRUCTIONS/OPERATING MANUALS

The Contractor shall provide relevant technical documentation/instructions/operating manuals and any other information relevant to the Goods in [insert language].

11. COMMUNICATIONS

Official communications in relation to the Contract shall be in [English] and shall be made to the following contact persons:

UNIDO:

[Mr/Ms PRO TEAM LEADER]
[Title]
Procurement Services Division
UNIDO
Wagramer Strasse 5
A-1220 Vienna
Austria

Tel.: +43 1 26026 Ext. [extension]
Email: [email]

Contractor:

[Mr/Ms name]
[Title]
[Contractor's address]
[Organizational unit]
[Contractor's legal name]
[Contractor's address]

Tel.: [telephone]
Email: [email]

