

CONTRACT NO. [...]

between the

UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

(UNIDO)

and

[NAME OF THE CONTRACTOR]

FOR THE PROVISION OF [Description of Services and Equipment]

UNIDO Project No.: [SAP Project No.]

This Contract comprises this cover page, a table of contents and [insert] pages of text and [insert] Annexes (Annex A through [insert capital letter]).

UNIDO

CMO/OSS/PRO

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CONTRACT

between the

UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

and

[NAME OF THE CONTRACTOR]

For the Provision of [Description of the Services and Equipment]

THIS CONTRACT is entered into 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 (hereafter referred to as “UNIDO”), and **[NAME OF THE CONTRACTOR]**, having its principal office located at **[Contractor’s address]** (hereafter referred to as the “Contractor”). UNIDO and the Contractor are collectively referred to herein as the “Parties,” and each individually as a “Party”.

WHEREAS, UNIDO[, in response to a request from the Government of [country] (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, the [name of the donor, when applicable] is the donor of the funds for the Project;]

WHEREAS, in this connection, UNIDO[, acting in agreement with the Government,] desires to engage a contractor to provide the services and equipment at **[address]** (hereinafter referred to as the “Site”);

WHEREAS, the Contractor represents that it possesses the requisite knowledge, skill, personnel, facilities, resources and experience and that it is fully qualified, ready, willing, and able to provide such services and equipment and perform such work in accordance with the terms and conditions set forth in this Contract;

[WHEREAS, the recipient of the technical assistance under the Project is **[name of recipient company]** located at **[address]** (hereinafter referred to as the “Project Beneficiary/End-User”);]

[WHEREAS, references to the Government shall be deemed to include the Project Beneficiary/End-User;]

[WHEREAS, nothing contained in the Contract shall create any contractual relationship between the Project Beneficiary/End-User and the Contractor;]

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

ARTICLE 1

SCOPE OF THE CONTRACT

In accordance with the terms and conditions stated herein and in the Annexes hereto, the Contractor shall provide all the services and equipment (hereinafter referred to as the “Services and Equipment”) as described in detail in the terms of reference dated [day, month, year] [,as subsequently clarified and/or amended in writing by UNIDO,] (hereinafter [collectively] referred to as the “Terms of Reference”) and the Contractor’s proposal dated [day, month, year], [and clarified by e-mail(s) dated] (hereinafter [collectively] referred to as the “Proposal”), which the Contractor submitted to UNIDO in response to UNIDO’s Request for Proposal No. [insert RFx number] dated [day, month, year] and clarified by e-mail(s) dated] (hereinafter [collectively] referred to as the “Proposal”) .The Contractor’s said Proposal although not attached hereto, is made a part hereof by way of reference.

ARTICLE 2

CONTRACT DOCUMENTS

This document, 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 Services and Equipment (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 document
- ii. Special Conditions of Contract (hereinafter referred to as “SCC”) (Annex A, if applicable)
- iii. General Conditions of Contract (hereinafter referred to as “GCC”) (Annex B/A)
- iv. Terms of Reference/Technical Specifications (Annex C/B)
- v. Bank Performance Guarantee (D/C, if applicable)
- vi. Bank Information Form
- vii. Proposal

ARTICLE 3

ENTRY INTO FORCE AND DURATION

The Contract shall enter into force upon the date of the last signature by the duly authorized representatives of the Parties, and shall remain in force until satisfactory fulfillment of all contractual terms and conditions unless terminated earlier pursuant to the terms of the Contract.

ARTICLE 4

DELIVERABLES

The Contractor shall provide the Services and deliver the Equipment [insert INCOTERMS] INCOTERMS 2020 [insert named port, place or point of delivery] no later than [date].

[Contractor’s [Key-]Personnel shall be in the Project Area and commence the provision of the Services and Equipment no later than [date].]

The Contractor shall submit to UNIDO in [language(s)] in one electronic copy [of editable format] the following deliverables:

- i. [Report/Deliverable 1] as detailed in the Terms of Reference no later than [day, month, year]
- ii. [Report/Deliverable 2] as detailed in the Terms of Reference no later than [day, month, year]
- iii. [Report/Deliverable 3] as detailed in the Terms of Reference no later than [day, month, year]
-
- n. [Final Report/Final Deliverable] as detailed in the Terms of Reference no later than [day, month, year]

All reports/deliverables shall include sufficient information for UNIDO to determine the extent of the Services and Equipment provided and works performed, comply with UNIDO requirements and be subject to UNIDO's approval and integration of UNIDO's recommendations, if any.

ARTICLE 5 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; and
- v. 1 original and 1 copy of Transportation Insurance Policy (as applicable)

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

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 (and a copy to UNIDO Procurement Officer and/or the Project Beneficiary/End-User, if applicable).

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

ARTICLE 6 PERSONNEL

For the performance of its obligations under the Contract, the Contractor shall make available [sufficient number of competent personnel/a total number of [figure] work-months of personnel services], in line with the Contractor's Proposal. In connection with the Contract, a work-month of service in the Project Area and at the home office shall consist of five working days per week and eight working hours per day.

[The Key Personnel to be provided by the Contractor, their project function and the duration of their assignments shall be as follows:]

Name	Project Function	Duration (work-months)
[...]	[...]	[...]

The Contractor's Team Leader shall be: [...]

UNIDO Site Engineer shall be: [...]

ARTICLE 7

CONTRACT PRICE

UNIDO shall[, subject to the receipt of funds from the donor,] pay the Contractor for the full and proper performance of its obligations under the Contract the sum of [currency amount in words (currency figure)] (hereinafter referred to as the "Contract Price").

Progress payments on account of the Contract Price shall be made in the currency and in the pro-rated amounts, against receipt and acceptance of the Contractor's invoices, as follows:

[Currency]

- i. upon UNIDO's receipt of the Contract duly countersigned [as well as receipt and acceptance of the Contractor's Deliverable/Report 1] referred to in Article 4(i)] the sum corresponding to [number] per cent of the Contract Price, which is equivalent to.....[amount]
- ii. upon UNIDO's receipt and acceptance of the Contractor's [Deliverable/ Report 2] referred to in Article 4(ii)/ Deliverable/Report 1 referred to in Article 4(i)/ Technical documentation, shipping documents and Consignee's e-mail confirming correctness and completeness of these] the sum corresponding to [number] per cent of the Contract Price, which is equivalent to.....[amount]
- iii. upon UNIDO's receipt and acceptance of the Contractor's [Deliverable/ Report 3] referred to in Article 4(iii) / Deliverable/Report 2 referred to in Article 4(ii)/ Certificate of Inspection and Acceptance of the Equipment and Services signed by authorized representative(s) of the Contractor, UNIDO and the Project Beneficiary/ End-User] [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 sum corresponding to [number] per cent of the Contract Price, which is equivalent to.....[amount]
- iv. upon UNIDO's receipt and acceptance of the Contractor's [Final Deliverable/ Final Report] referred to in Article 4(n) / [Deliverable/ Report 3] referred to in Article 4(iii)] the sum corresponding to [number] per cent of the Contract Price, which is equivalent to the sum of[amount]

Grand Total:..... [amount]

ARTICLE 8
WARRANTIES

The Contractor warrants that the Services and Equipment provided meet the specifications and requirements set forth in the Contract. The Contractor shall provide UNIDO with all warranties as specified in the GCC. All warranties will remain fully valid for a period of not less than [number] year[s] (the “Warranty Period”) following acceptance of the Services and Equipment 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 Equipment 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 Equipment or parts thereof in order to restore the required operation of the Equipment or parts thereof. The Contractor warrants the availability of spare parts for the Equipment after the expiration of the Warranty Period during the life of the Equipment at reasonable price and terms.

ARTICLE 9
TECHNICAL DOCUMENTATION

The Contract shall provide relevant technical documentation/instructions/operating manuals, etc. in [insert language].

[ARTICLE 10]

SPARE PARTS (IF APPLICABLE)

The Contractor shall supply with the Equipment a quantity of spares sufficient for [insert number] year(s) of operation after UNIDO’s acceptance of the Services and Equipment in accordance with the Contract.]

[ARTICLE 10/ 11]

TRAINING (IF APPLICABLE)

The Contractor shall provide a minimum of [insert number] days of formal and practical training of the Project Beneficiary’s/End-User’s personnel on the service, maintenance, repair and operation of the Equipment (hereinafter referred to as the “Training”) at [the Contractor’s premises /Site] on [not later than] [insert date]. The program for the Training shall be as agreed upon between UNIDO, the Project Beneficiary/End-User and the Contractor.]

[ARTICLE [10/11/12]

PERFORMANCE GUARANTEE (IF APPLICABLE)

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] year[s]/month[s]]. The performance guarantee shall be in the format attached to the Contract as Annex D/C.]

ARTICLE [10/11/12/13]
COMMUNICATIONS

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

UNIDO:

For contractual matters:

[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]

For technical matters:

[Mr/Ms PROJECT MANAGER]
[Title]
[Substantive Office]
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 legal name]

Tel.: [telephone]
Email: [telephone]

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

For and on behalf of
**UNITED NATIONS INDUSTRIAL
DEVELOPMENT ORGANIZATION**

For and on behalf of
[CONTRACTOR'S NAME]

By.....

By.....

[Name]

[Title]

[Procurement Services Division]

Department of Operational Support Services
Directorate of Corporate Management and
Operations
Wagramer Strasse 5
A-1220 Vienna
Austria

[Contractor's name]

[Contractor's title]

[Contractor's address]

Date.....

Date.....

ANNEX A – SPECIAL CONDITIONS OF CONTRACT (IF APPLICABLE)