

CONTRACT NO. <insert >

Between

THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION
(UNIDO)

and

<insert company name>

This Contract comprises this cover page and <insert> pages of text and <insert> Annexes.

PO No. <insert>

CONTRACT

between

THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

and

<insert>

For the provision of services and works related to <insert>

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 <insert> (hereinafter referred to as "the Contractor"), having its principal office located at <insert>. The Contractor and UNIDO are jointly referred to as the "Parties" and individually as the "Party";

WHEREAS, UNIDO, in agreement with the Government of <insert> (hereinafter referred to as "the Government") intends to carry out work related to the "<insert>" (hereinafter referred to as "the Work") in <insert> (hereinafter referred to as "the Work Site");

WHEREAS, in this connection, UNIDO, desires to engage the Contractor to execute the Work by providing all required technical services, equipment, materials and supplies;

WHEREAS, the Contractor represents that he possesses the required technical knowledge, personnel and facilities for the purpose and that he is ready, willing and able to provide such technical services, equipment, materials and supplies required to execute the Work;

WHEREAS, the recipient of the technical assistance under the Project is <insert> (hereinafter referred to as "<insert>" or "the Project Counterpart");

WHEREAS, references in this Contract to the Government shall be deemed to include the Project Counterpart;

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

1.00 AIM OF THE CONTRACT

1.01 Synopsis

The aim of the Contract is to <insert>. The technical services and activities shall be carried out in accordance with the attached Terms of Reference dated <insert> (Annex D).

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 Terms of Reference dated <insert> (Annex D). In carrying out the work hereunder, the Contractor shall conform to the methodology, approach and work plan set forth in the Technical and Financial dated on <insert> and clarified by email of <insert> (hereinafter collectively referred to as "the Proposal") submitted in response to the UNIDO Request for Proposal (RFP) No. <insert>.

The Contractor's said Proposal, although not attached hereto, is made a part hereof by way of reference. Contractor's general responsibility includes all items necessary for the proper execution and completion of the Work. The work not expressly covered in the Contract will not be required unless it is consistent therewith and is reasonably inferable there from as being necessary to produce the intended results.

The Contractor shall carefully study the Contract and its Annexes as well as the Work Site conditions. Where the Contractor observes errors, inconsistencies, omissions or ambiguities, he shall immediately in writing refer same to UNIDO, in consultation with the UNIDO Supervisor (see paragraph 2.18), for UNIDO's written interpretation or correction.

If the Contractor fails to so notify UNIDO and by signing this Contract the Contractor shall be deemed to have waived any claim relating to said error, discrepancy, omission or ambiguity, shall be deemed to have estimated the most expensive materials or method of execution of the Work, and shall bear an appropriate amount attributable to the costs of any correction.

If there are any 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 and E;
- (3) Terms of Reference (Annex D);
- (4) Contractor's Proposal.

2.02 Commencement and Completion of the Work

- a) The Contractor shall complete the Work under the Contract no later than <insert>.
- b) The Contractor recognizes that time is of essence in respect of this Contract and that UNIDO will suffer damages if the Contractor does not substantially complete the Work at the time set forth in sub-paragraph 2.02 a) above.
- c) Due to the COVID-19 crisis and associated restriction measures, the timeline may be disrupted, accordingly the Parties will continue to monitor the situation as it evolves and take appropriate action.

2.03 Review of the Work Site Conditions

The Contractor shall visit the Work Site and ascertain all conditions and information pertaining to his work prior to executing the Contract. By executing the Contract, the Contractor represents that he has examined the plans and the drawings of the Work, the Work Site, determined its physical characteristics and correlated his personal observations with the requirement of the Contract,

including but not limited to:

- (i) the condition of all structures and obstructions thereon, both natural and man-made and the surface water conditions of the Work Site;
- (ii) the nature, location, and character of the general area in which the Work Site is located including its climatic conditions, available labor and equipment supply;
- (iii) the quantity and quality of all materials, supplies, tools, equipment, labour, and professional services necessary to complete the Work in the manner required by the Contract Documents;
- (iv) all pertinent national laws, rules, ordinances and regulations; and
- (v) all the risks, contingencies and other circumstances, which may influence or affect the execution of this Contract.

No claim on the part of the Contractor arising from the non-fulfillment of the above shall be entertained.

2.04 Contractor's Technical Personnel

a) The Contractor shall be responsible for the professional and technical competence of its personnel assigned for the implementation of the Work under the Contract. The Contractor shall select for this purpose, sufficiently qualified and experienced personnel who shall effectively perform the Work.

b) Replacement of the Contractor's Key Technical Personnel

The Contractor's key technical personnel 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).

c) Duration of Stay of Contractor's Technical Personnel

The Contractor's Technical Personnel shall arrive at the Work Site at the appropriate time or times for the initiation of the Work. They shall be at the Work Site for such period(s) as shall be required in order to achieve the warranted performance of the Work. Any extension of the time for achieving the performance warranty under paragraph 2.09 beyond two (2) weeks shall require UNIDO's acceptance.

2.05 Permits, Fees and Notices

a) Unless otherwise provided in the Contract, the Contractor shall secure and pay for all the permits and governmental fees, licenses and inspection 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 the Contractor's Proposal is received.

b) The Contractor shall give all notices and comply with all laws, ordinances, rules and 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, he shall promptly notify UNIDO in writing, through the Supervisor.

2.07 Delays and Extension of Time

- a) If the Contractor is delayed at any time in the progress of the Work by any act or omission or changes ordered in the Work by UNIDO or the Project Counterpart, or by any employee of either, or by any separate contractor employed by the Project Counterpart, or any causes beyond the Contractor's reasonable control, or by any other cause which UNIDO determines may justify the delay, then the time for completion of the Work shall be extended by an Amendment to the Contract for such reasonable time as UNIDO may determine. This sub-paragraph does not apply to Force Majeure causes, which are covered by Clause 11 of the UNIDO General Conditions of Contract (Annex A hereof).
- b) Any claim for extension of the time for completion of the Work shall be made in writing to UNIDO not more than seven (7) days after the commencement of the delay; otherwise said claim shall be deemed to be waived. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work at the same time he serves notice of the delay.

2.08 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 materials and 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 regulation and notifying UNIDO'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 out such activities under the supervision of properly qualified personnel.
- f) The Contractor shall promptly remedy all damage or loss to any property referred to in sub-paragraph 2.08 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 2.08 b), except damage or loss attributable to the acts or omissions of UNIDO or anyone directly or indirectly employed by him, or by anyone for whose acts UNIDO 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 paragraph 18 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.
- 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, at his discretion, to prevent threatened damage, injury or loss.

2.09 Warranty

The Contractor warrants that, the Work shall meet the specifications and requirements set forth in the Terms of Reference (Annex D) and the Contractor's Proposal.

2.10 Acceptance of the Work

- a) Conformity of the Work with the requirements of paragraph 2.09 shall be established by the inspection conducted jointly by the Contractor, UNIDO or its representative and the Project Counterpart.
- b) The results of the inspection, together with a statement indicating whether or not the Work was proven to meet the requirements of paragraph 2.09 and sub-paragraph a) above, shall be certified by the authorized representatives of the Contractor, UNIDO and the Project Counterpart in the Certificate of Acceptance of the Work. The Certificate of Acceptance shall be appended to the Final Report referred to under paragraph 2.19 d) hereinafter.

In addition, for each stage of the work completed, a statement indicating whether or not the Work was completed for that stage shall be certified by the authorized representatives of the Contractor and UNIDO. The Certificate of Completion of the Work for each stage of the work completed shall be appended to the respective Progress Reports referred to under paragraphs 2.19 hereinafter.

2.11 Failure to meet Contract Specifications and Requirements - Remedial Measures/ Compensation

- a) If the inspection under paragraph 2.10 reveals that the Work does not meet the requirements referred to paragraph 2.09, then (unless the failure is due to factors outside the responsibility of the Contractor) the Contractor shall, at his own cost and expense, correct, modify or change any faulty work performed by him and shall, either by repair or replacement, correct, modify or change any faulty materials, parts and equipment supplied by him to the extent necessary for the purpose of achieving the above warranty. After execution of these corrections, modifications, changes, repairs and/or replacements, which shall be carried out by the Contractor without delay, a new inspection shall be carried out in conformity with paragraph 2.10.
- b) If any failure under paragraphs 2.10 or 2.11 a) to meet the stipulations of paragraph 2.09 cannot be rectified by remedial measures within the period (including extended period) agreed by UNIDO and the Contractor, UNIDO may hold the Contractor in default under paragraph 7.05.

2.12 Mechanical Warranty

The Contractor warrants that the equipment, materials, components and tools supplied by him, his subcontractor(s) and/or suppliers under this Contract shall be new and free from defects in workmanship, materials and design. The Contractor shall repair or replace at his own expense and as soon as practicable any of the equipment, materials, components and supplies which within a period of twelve (12) months from the date of their acceptance in the inspection referred to in

paragraph 2.10 hereinabove, prove to be defective as mentioned above or as a result of any erroneous or inadequate engineering drawings, technical specifications and/or operating instructions of the Contractor.

2.13 Correction of Defective Work

- a) If, within twelve (12) months after the date of the Certificate of Acceptance of the Work, or under the terms of an applicable special warranty required by the Contract, any of the Work is found to be defective or non-conforming to the Contract, the Contractor shall correct it as soon as practicable after receipt of written notice from UNIDO to do so. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract.
- b) Nothing contained in this paragraph 2.13 shall be construed to establish a period of limitation with respect to any other obligation, which the Contractor might have under the Contract. The establishment of the time period of twelve (12) months after the date of the Certificate of Acceptance of the Work or other dates or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract relates only to the specific obligations of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

2.14 Cleaning Up

- a) The Contractor at all times shall keep the Work Site free from accumulation of waste materials or rubbish caused by his operations. 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 and the Work clean and in a workman like condition to the satisfaction of UNIDO.
- b) If the Contractor fails to clean up as directed by UNIDO during or at the completion of the Work, UNIDO may do so and the cost thereof shall be charged to the Contractor.

2.15 Other Facilities and Services to be provided by the Contractor

Except as otherwise stipulated in this Contract, the Contractor shall provide all the facilities and services required by his personnel for the execution of this Contract. Expenses of every kind incurred in connection with such personnel 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 personnel insurance.

2.16 Standards of Work

The Contractor accepts the relationship of trust and confidence established between himself and UNIDO by this Contract. The Contractor shall furnish the highest skill and judgment and cooperate with UNIDO and all UNIDO's consultants and agents in best furthering the interests of UNIDO. The Contractor shall furnish efficient business administration and superintendence meeting international standards of construction and renovation. He shall furnish at all times an adequate supply of workmen and materials, and perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of UNIDO.

2.17 Supervision of the Execution of the Work by UNIDO's Site Engineer

UNIDO has hired a National Project Coordinator (hereinafter referred to as "the UNIDO Supervisor") to supervise and inspect the Work. The Contractor shall cooperate with the UNIDO Supervisor.

- a) The UNIDO Supervisor shall in general carry out such duties as are required for the satisfactory execution of the Contract. The Contractor shall cooperate with the UNIDO Supervisor in best furthering the interests of UNIDO and the Project Counterpart.
- b) The duties of the UNIDO Supervisor shall be as follows:
- (i) Carry out inspection of the delivered equipment, tests of samples of materials and supplies and verify workmanship, as he or she may consider necessary at the cost of the Contractor in order to ensure their compliance with the relevant specifications and standards of the Terms of Reference (Annex D);
 - (ii) Subject to sub-paragraph 2.07 b), propose and submit for appropriate approval to UNIDO's Substantive Office (hereinafter referred to as "the Substantive Office"), the extensions of the Schedule of Work as set out in the Terms of Reference (Annex D) except if they are caused by circumstances for which, in the opinion of the UNIDO Supervisor, the Contractor is responsible;
 - (iii) Explain, adjust and modify, in case of ambiguities or discrepancies, the specifications of the Terms of Reference (Annex D) and the relevant drawings, provided always that any adjustments and modifications shall receive prior approval by the Substantive Office and shall not result in any additional costs to UNIDO beyond the amount specified in paragraph 3.01 hereunder;
 - (iv) Whenever necessary, provide onsite, a technical solution for the execution of the Work in close collaboration with the Substantive Office;
 - (v) Check quantities of Work completed and clear or reject, in consultation with the Substantive Office, invoices submitted by the Contractor for such quantities;
 - (vi) Determine the amount(s) due from the Contractor as provided in Clause 4.00 of the Contract and recommend to the Substantive Office their deduction from any of the Contractor's invoices due for payment;
 - (vii) Prepare and submit for the approval of the Substantive Office concerned any modification of the Work.
 - (viii) Submit the Certificate of Completion of the Work for each stage of the completed work and the Certificate of Acceptance of the Work to the Substantive Office for signature.

It is understood that any modification of the specifications of the Work or of the approved final designs or drawings or plans related thereto which may result in additional costs to UNIDO, does not commit UNIDO without its prior written approval to increase UNIDO's financial liability as determined in paragraph 3.01 below.

2.18 Relationship between the Contractor's Team Leader and UNIDO Representative

The Contractor's Team Leader shall maintain a close and continuing relationship with the UNIDO Representative in South Africa and/or his designated representative(s) and the UNIDO Supervisor, and shall co-operate with him (them) in the performance of the work hereunder and shall keep him/them currently informed of the progress of the assignment and plans for the performance of the Work. The UNIDO Representative 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.

2.19 Reporting

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

- a) <insert>
 - b) <insert>
- [...]

All reports shall include sufficient information for UNIDO to determine the extent of the services carried out by the Contractor's personnel. No invoice submitted for payment pursuant to the stipulations of paragraph 3.04 shall be paid by UNIDO unless the relevant report submitted by the Contractor confirms that satisfactory progress has been achieved under this Contract.

3.00 CONTRACT PRICE AND TERMS OF PAYMENT

3.01 Contract Price

UNIDO shall pay the Contractor for the full and proper performance of his obligations under this Contract, the sum of United States of America Dollars <insert>. This sum shall cover all expenses incurred by the Contractor including, but not limited to the materials, equipment and supplies rendered to the Work Site, the complete engineering and technical services and technical documentation, the remuneration of the Contractor's personnel and all other compensations, insurance and social charges as well as his overheads, technical assistance and supervision costs.

3.02 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 United States of America Dollars <insert> without the prior written consent of UNIDO and a formal amendment to this Contract.

3.03 Currency of Payment

The total Contract price of United States of America Dollars <insert> shall be paid in this currency.

3.04 Exclusion of Escalation

The Contract price set forth in paragraph 3.01 is fixed and firm and not subject to escalation.

3.05 Payment

Progress payments on account of the Contract price set forth in paragraph 3.01 shall be made against the Contractor's invoices rendered as follows:

| | Currency |
|---|------------|
| | USD |
| a) upon UNIDO's receipt of the Contract duly Countersigned as well as UNIDO's receipt and acceptance of the <insert> referred to in paragraph 2.19 a), the sum of | <insert> |
| b) upon UNIDO's receipt and acceptance of the <insert> referred to in paragraph 2.19 b), the sum of | <insert> |
| [...] | |

Grand Total: USD <insert>

The making of any payment hereunder by UNIDO shall not be construed as an unconditional

acceptance by UNIDO of the Work accomplished, or the equipment or technical documentation delivered by the Contractor up to the time of such payment.

3.06 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;
- c) 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 under paragraph 2.19 hereinabove;
- d) the Contractor's failure to pay properly to subcontractor(s) and for material, labour and equipment;
- e) the existence of damage claims presented by the UNIDO or of reasonable evidence indicating the probable basis on which damage claims may be presented by the 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.

3.07 Submission of Invoices

Each payment shall be made by UNIDO on the basis of an invoice submitted by the Contractor. Contractor's invoice (scanned version of the 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. The Contractor shall complete, sign and stamp the Bank Information Form (hereinafter referred to as BIF) attached hereto as Annex E and return the form along with the countersigned Contract. No payment shall be released until receipt by UNIDO of the original BIF.

3.08 Mode of Payment

All payments under this Contract shall be made by the UNIDO by electronic bank transfer to the bank account of the Contractor.

4.00 PENALTIES

4.01 In case the Contractor, for reasons attributable to him, does not comply with the dates/time limits regarding performance and delivery stipulated in the Terms of Reference (Annex D), the Contractor is obliged to pay as compensation for any delay one quarter (0.25) percent of the Contract Price for each week of delay but not more than a maximum of five (5) percent of the Contract Price. The penalties shall be deducted by UNIDO from the sums due to be paid to the Contractor in accordance with sub-paragraph 3.05 of the Contract.

5.00 CONTRACTOR'S CLAIMS AND REMEDIES

- 5.01** In no event shall the Contractor make any claim against UNIDO for or be entitled to additional costs or compensation resulting from any delays in the progress or completion of the Work or any portion thereof, whether caused by the acts or omissions of UNIDO, including but not limited to damages related to overhead, loss of productivity, delay, total costs and inefficiency. Contractor's sole remedy in such event shall be an extension of the time for completion of the Work under the Contract, provided the Contractor otherwise meets the requirements and conditions set forth in paragraph 2.02.

6.00 INSURANCE

6.01 Insurance of the Works and Technical Documentation

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, materials and technical documentation to be executed and supplied under the contract, at the full replacement cost and,
- b) for an additional sum of fifteen (15) percent 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, equipment and of removing debris of whatsoever nature.
- c) the insurance referred to in sub-paragraphs 6.01 a) and b) 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 arising from any operations carried out by the Contractor in order to comply with his obligations under the Contract.

6.03 Certificate of Insurance

An original and two copies of the Certificate of Insurance, referred to in sub-paragraphs 6.01 and 6.02, acceptable to UNIDO shall be filed with UNIDO prior to commencement of the Work. The certificate shall be executed by an authorized representative of the insurer. The certificate required by this paragraph 6.03 may not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to UNIDO. Information concerning reduction of coverage shall be promptly furnished by the Contractor to UNIDO.

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, or fails to provide certificate of insurance to UNIDO in accordance with paragraph 6.01 above, then and in any such case UNIDO may, at its option, hold Contractor in default in accordance with paragraph 7.05 hereinbelow, or effect and keep in force any such certificates 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 become effective upon the signing hereof by both Parties.

7.02 General Conditions of Contract

The Parties hereto agree to be bound by the UNIDO General Conditions of Contract which are attached hereto as Annexe A.

7.03 Notices

Any notice given by either of the Parties hereunder shall be in writing.

7.04 Transmission of Notices, Invoices, Reports and other Documents

All reports, invoices and notices submitted or given hereunder shall be addressed to Mr. Aymen Ahmed, Procurement Officer, CMO/OSS/PRO, UNIDO, Wagramer Strasse 5, A-1220 Vienna, Austria (A.AHMED@unido.org, CC: K.PANGANIBAN@unido.org and J.KRAUS@unido.org).

7.05 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 fourteen (14) 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.

7.06 Temporary Suspension of Work

UNIDO may, at any time, temporarily stop the work being performed by the Contractor under this Contract by giving notice in writing to the Contractor. All work so stopped shall be resumed by the Contractor on the basis of a revised time schedule and on terms and conditions to be mutually agreed upon between the Parties.

7.07 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 a fully empowered representative of the Contractor and UNIDO.

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

**UNITED NATIONS INDUSTRIAL
DEVELOPMENT ORGANIZATION**

<insert>

By:
Aymen Ahmed
Procurement Officer,
UNIDO Procurement Services Division,
Department of Operational Support Services,
Directorate of Corporate Management and
Operations,
Wagramer Str. 5,

By:
Name/Title (Print):

<insert>

A-1220 Vienna,
Austria

Date:

Date:.....

List of Annexes:
<insert>