

MODEL CONTRACT - to be adapted in line with specific requirement

CONTRACT NO. 4000000xxxx

between the

UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

(UNIDO)

and

[NAME OF COMPANY/ORGANIZATION]

FOR THE PROVISION OF [Description of Services]

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

UNIDO
CMO/OSS/PRO

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CONTRACT /LTA No.

between the

UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

(UNIDO)

and

[NAME OF COMPANY/ORGANIZATION]

FOR THE PROVISION OF [Description of Services]

THIS CONTRACT/LONG-TERM AGREEMENT 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 (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”.

WHEREAS, UNIDO intends to procure equipment/services/works required to [purpose for which services are provided] in the VIC’ (hereinafter referred to as “the Work Site”);

WHEREAS, in this connexion, UNIDO desires to engage the Contractor to provide technical services, equipment and supplies required to execute the Work;

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

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 equipment/services/work (hereinafter referred to as the “Services”) as described in detail in the specifications of work and supply dated xxxx, [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], 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 (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 (Annex C/B);
- v. Performance Guarantee Form (Annex D/C, if applicable);
- vi. Bank Information Form;
- vii. Bid.

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.

The Contract is concluded for an initial period of three (3) years, i.e. from xxxxxxxx to xxxxxxxxxxxx with a possibility of extension(s) in form of a written amendment up to a maximum contract period of five (5) years, at the sole discretion of UNIDO unless terminated in accordance with Article 18 of the UNIDO General Conditions of Contract (Annex A).

If the term of this Contract is extended by means of such an amendment, then references to the “Term” of this Contract herein shall be interpreted to include such an extended period.

ARTICLE 4
DELIVERABLES

The Contractor shall submit to UNIDO all deliverables/reports as indicated in the specifications of works and supplies .:

ARTICLE 5
PERSONNEL (TO ADAPT AS AND IF APPLICABLE FOR THIS CONTRACT)

ARTICLE 6

CONTRACT PRICE AND PAYMENTS

UNIDO shall pay the Contractor for the full and proper performance of its obligations under the Contract the sum of United States Dollars xxxxxxxxxxxxxxxxxxxxxxxxx (USD xxxxxxxxxxxxx) (hereinafter referred to as the "Contract Price").

UNIDO shall pay the Contractor, for the full and proper performance of its obligations under this Contract, the fix and firm all-inclusive unit prices indicated in the Contractor's Price List (Annex xx) which shall be valid for at least xx years (i.e. from xxxxxxxxxxxxxxxx to xxxxxxxxxxxxxxxx).

During the above period, the unit prices are fixed and not subject to escalation. However, in case of extension of the Contract, prices may be adjusted, if an when applicable, once a year to cover increase/decrease in labour costs, product costs or other direct costs if in conformity with the annual price adjustment published by the xxxxx . Such adjustment, if any, shall not be made before xxx and must be documented by the Contractor accordingly.

UNIDO shall pay the Contractor for each e-mail work order placed by the UNIDO Focal Point or its representative(s) in accordance with the terms of this Contract.

The Contractor acknowledges that total payments by UNIDO under this Contract shall not exceed the Contract Price.

The amounts prescribed in Annex E are exclusive of Value Added Tax (VAT).

The Not to Exceed (NTE) Amount of this Contract is Euro xxxxxxxxxxxxxxxxxxxxxxxxx (€ xxxxxxxxxxxxx) (+ VAT) for the initial period of three (3) years. The total NTE Amount is not subject to escalation. It is to be understood that UNIDO is not obliged to purchase up to the whole amount of the Contract.

This sum shall cover all expenses incurred by the Contractor including, but not limited to the cost of the equipment and supplies rendered at 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 its overheads, technical assistance and supervision costs.

Partial payments may be allowed only upon additional agreement between UNIDO and the Contractor. In case the Contractor elects to propose a discount (SCONTO) for accelerated payment, the payment period shall be counted from the date of receipt by UNIDO of the Contractor's invoice.

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.

No payment shall be released until receipt by UNIDO, along with the countersigned Contract, of the Bank Information Form, which shall be completed, signed and stamped by the Contractor.

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 its attention by UNIDO;
- c) the Contractor's failure to submit the reports required under the Contract;
- 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 UNIDO or of reasonable evidence indicating the probable basis on which damage claims may be presented by UNIDO;

ARTICLE 7
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 name]
Procurement Officer
Procurement Services Division
UNIDO
Wagramer Strasse 5
A-1220 Vienna
Austria
Tel.: +43 1 26026 Ext. xxxx
Email: xxxxxx

For technical matters:

Mr. xxxxxxxxxxxxxxxxxxxx
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: [email]

Each Party shall inform the other promptly in writing of any change of the point of contact including the name and designation of the new person.

ARTICLE 9 (if applicable)

REVIEW OF THE WORK SITE CONDITIONS

The Contractor shall visit the Work Site and ascertain all conditions and information pertaining to its Work.

By executing the Contract, the Contractor represents that it has examined the Work Site, determined its physical characteristics and correlated its personal observations with the requirements of the Contract, including but not limited to:

ARTICLE 10

LIMITATIONS/NON-EXCLUSIVITY

- a) UNIDO does not guarantee any minimum number of call-off work orders to be placed under the Contract.
- b) The Contract is signed on a non-exclusive basis. UNIDO shall have no limitation on its right to enter, concurrently, into additional contract(s) with other companies for same and/or similar services.

ARTICLE 11

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 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 the Contractor's Bid is received.
- c) 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.
- d) 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.

ARTICLE 12 (if and as applicable)

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 its 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 law, 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 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 on 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 b) above 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 b) above, except damage or loss attributable to the acts or omissions of UNIDO or anyone directly or indirectly employed by it, 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 its obligations under paragraph 9 of the UNIDO General Conditions of Contract (Annex A).
- g) The Contractor shall designate a responsible member of its 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 its discretion, to prevent threatened damage, injury or loss.

ARTICLE 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 them 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 shall give the Contractor due notice in writing of any charge of infringement brought against UNIDO and of the filing of any suit for infringement and shall give the Contractor opportunity to defend said suit at its 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.

ARTICLE 14

CONTRACTOR'S INVOICES

Each payment shall be made by UNIDO on the basis of an invoice submitted by the Contractor in hard copy or in electronic form.

Hard copies or electronic copies of invoices, quoting the called-off work order shall be sent to the UNIDO BMS Focal Point, xxxxxxxxxxxx, e-mail: xxxxxxxxxxxxxxxx, Room no. xxxxx, with a copy to UNIDO Procurement Services, xxxxxxxx, e-mail: xxxxxx, Room xxxxx

The Contractor shall provide detailed billing information to UNIDO. Each invoice shall indicate, at a minimum:

- The Contract number;
- Date and reference to the relevant call-off work order;
- Description of the invoiced Work;
- Total invoiced payment amount in USD as per the call-off work order (exclusive of VAT);

ARTICLE 15

CONTRACTOR'S CLAIMS AND REMEDIES

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. The 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 9.

ARTICLE 16

TEMPORARY SUSPENSION OF WORK

UNIDO may, at any time, temporarily stop the Work/Services being performed by the Contractor under this Contract by giving notice in writing to the Contractor. All Work/Services 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 both Parties.

ARTICLE 17

TECHNICAL CHANGES AND/OR DOWNWARD PRICING

In the event of any advantageous technical changes and/or downward pricing of the Works specified in the specifications of work and supply of this Contract during the duration of this Contract, the Contractor shall notify UNIDO immediately. UNIDO shall consider the impact of any such event and may request an amendment to the Contract.

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)