

CONTRACT NO.

between

THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION
(UNIDO)

and

UNIDO Project No.:

Activity Code:

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

UNIDO
OSS/PRS

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UNIDO Contract No.:
Project No.:
Activity Code:

CONTRACT

between

THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

and

for the provision of services relating to the

<title of the project>

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 *<name of the contractor>* (hereinafter referred to as "the Contractor"), having its principal office located at .

WHEREAS, UNIDO, in response to a request from the GOVERNMENT OF (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, in this connexion, UNIDO, acting in agreement with the Government desires to engage a contractor to provide the services and perform the work hereinafter set forth; and

WHEREAS, the Contractor represents that he is ready, willing and able to provide such services and perform such work;

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

1.00 AIMS OF THE CONTRACT

1.01 Synopsis

The aim(s) of this Contract is (are):

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 UNIDO Terms of Reference dated *<date>*, a copy of which is attached hereto as Annex D. In carrying out the work hereunder, the Contractor shall conform to the methodology, approach and work plan set forth in the Proposal dated *<date>*, hereinafter referred to as "the Proposal", submitted in response to UNIDO Request for Proposal No. *<number>* of *<date>*. The Contractor's said Proposal, although not attached hereto, is made a part hereof by way of reference.

While the Annexes hereto (Annexes A -) and the Contractor's Proposal shall form integral parts of the Contract, it is understood that in the event of a conflict between the provisions in the Terms of Reference, in the Contractor's Proposal and in the present Contract and its other Annexes, the provisions in the Contractor's Proposal shall be subject to those in the Terms of Reference or in the Contract and its other Annexes, and the provisions in the Terms of Reference shall be subject to those in the Contract and its other Annexes.

2.02 Contractor's Services

For the performance of his obligations under this Contract, the Contractor shall make available a total of <number in words> (figure) work-months of personnel services as specified in sub-paragraphs a) and b) of this paragraph. In connection with this Contract, a work-month of service in the Project Area and at the Home Office shall consist of five (5) working days per week and eight (8) working hours per day.

a) Project Area Services

<number in words> (figure) work-months of service shall be carried out in the Project Area by a team comprising the Team Leader and <number in words> (figure) other specialist as named in sub-paragraph 2.03 a).

The time required by the Contractor's Team Leader for his briefing and de-briefing at UNIDO, Vienna, and the time spent by the Contractor's Team traveling from their place of residence and/or work to UNIDO, Vienna, and to the Project Area and return, is not included in the number of man-months stated above.

b) Home Office Services

<number in words> (figure) work-months of service shall be carried out at the Contractor's Home office by the specialists named in sub-paragraph 2.03 a).

c) Home Office Support Services

In addition to the services referred to in sub-paragraphs a) and b) of this paragraph, the Contractor shall provide such other Home Office personnel services and technical facilities as may be necessary for the back-stopping support to his personnel serving in the Project Area.

2.03 Contractor's Personnel

a) Name, Project Function and Duration of the Assignments of the Contractor's Personnel

The personnel to be provided by the Contractor and the duration of their assignments shall be as follows:

<u>Name</u>	<u>Project Function</u>	<u>Duration of Assignment</u>	
		<u>(work-months)</u>	
		<u>Project Area</u>	<u>Home Office</u>

b) Replacement of the Contractor's Personnel

The Contractor's personnel named in sub-paragraph a) hereinbefore 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).

2.04 Briefing, Debriefing and Draft Final Report Review Meeting

(when and if required by the Terms of Reference)

The Contractor's Team Leader shall be available:

- a) at the UNIDO Headquarters in Vienna, for <number in words> (figure) day(s) for briefing and exchange of views, no later than <date of briefing> ;
- b) at the UNIDO Headquarters in Vienna, for <number in words> (figure) days for debriefing upon completion of his assignment in the Project Area;
- d) at the UNIDO Headquarters in Vienna or in the Project Area, for approximately <number in words> (figure) calendar days to review, with the UNIDO staff and the Government Representatives concerned, the Contractor's Draft Final Report referred to hereinafter.

All costs incurred by the Contractor in connection with such *briefing, de-briefing and Draft Final Report Meeting* (to be adjusted in each particular case by the Contracts Officer) are included in the Contract price provided hereinafter.

2.05 Commencement and Completion of the Contractor's Work in the Project Area

The Contractor's Team shall be in the Project Area and commence performance no later than and shall complete all work in the Project Area no later than <number in words> (figure) calendar months thereafter.

2.06 Responsibilities of the Contractor's Team Leader

The Contractor's Team Leader shall be responsible for ensuring that the work in the Project Area and at the Home Office is performed in accordance with the terms of this Contract and for supervising, directing and co-ordinating the performance of the duties of the Contractor's personnel.

2.07 Relationship between the Contractor's Personnel and the UNIDO Representative in the Project Area

While in the Project Area in connection with the performance of the work hereunder, the Contractor's Team Leader shall maintain a close working relationship and co-operate with the UNIDO Representative in the Project Area or UNDP Resident Representative in case UNIDO is not directly represented in <name of the country>, and/or his designated representative(s), and shall keep him/them currently informed of the progress of the assignment and plans for the performance of the work. The UNIDO Representative or UNDP Resident Representative in case UNIDO is not directly represented in <name of the country>, 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.

2.08 Facilities and Services Provided by the Contractor

The Contractor shall provide all the facilities and services required by the Contractor's personnel for the execution of the Contract. Expenses of every kind incurred in connexion with such execution 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 insurance.

2.09 Protests

If the Contractor considers any work demanded of him by the UNIDO Representative or UNDP Resident Representative in case UNIDO is not directly represented in <name of the country>, and/or his designated representative(s) and/or by the Government or its co-operating Agency(ies) to be outside the requirements of this Contract, or considers any ruling of the UNIDO Representative or UNDP Resident Representative in case UNIDO is not directly represented in <name of the country>, and/or his designated representative(s) and/or the Government or its co-operating Agency(ies) to be unfair, he shall immediately upon such work being demanded, or such ruling being made, request the CHIEF, PROCUREMENT SERVICES UNIT/OSS/PRS, UNIDO, Vienna, (hereinafter referred to as the "CHIEF, PSM/OSS/PRS") for his written instructions or decisions.

2.10 Reports

(The number and titles of reports may be changed depending on the contract requirements)

The Contractor shall submit to UNIDO, Vienna, in English, the reports and documents, which are listed below. All reports shall be dispatched in accordance with Annex C entitled "Instructions to Contractors for the Dispatch of Reports" which are attached hereto.

a) Interim Report

An Interim Report, in <number in words> (figure) hard copies and in one electronic copy in MS Word format, covering the work performed in the Project Area and at the Home Office as detailed in <paragraph> of the Terms of Reference (Annex D hereof). This Interim Report shall be submitted no later than calendar months from the date of arrival of the Contractor's personnel in the Project Area.

All interim reports shall include sufficient information for UNIDO to determine the extent of the work carried out at the Contractor's Home Office by the personnel referred to in paragraph 2.03 a) hereinbefore. No invoice submitted for payment pursuant to the stipulations of paragraph 4.04 b) shall be paid by UNIDO unless the relevant interim report submitted by the Contractor and/or other information as may be available to UNIDO confirm that satisfactory progress has been achieved also in the performance of the work at the Contractor's Home Office.

b) Draft Final Report

A Draft Final Report, in <number in words> (figure) copies and in one electronic copy in MS Word format, covering the work performed in accordance with paragraph 2.01 which shall be submitted to UNIDO, Vienna, in time to ensure it is received no later than <number in words> (figure) calendar months from the date of arrival of the Contractor's personnel in the Project Area.

c) Final Report

A Final Report, in <number in words> (figure) copies and in one electronic copy in MS Word format, covering the work performed in accordance with paragraph 2.01. In the preparation of the Final Report the Contractor shall give due consideration to the comments and recommendations advised in writing by UNIDO to the Contractor within <number in words> (figure) weeks after UNIDO's receipt of the Draft Final Report from the Contractor *or after the Draft Final Report Review Meeting referred to in paragraph 2.04. The Final Report shall be submitted to UNIDO, Vienna, in time to ensure it is received no later than <number in words> (figure) weeks after the Contractor's receipt of UNIDO's written comments on, or approval of, the Draft Final Report.

2.11 Standards of Work

The Contractor shall exercise all reasonable skill, care and diligence in the performance of the work hereunder and shall carry out all his responsibilities in accordance with the highest

recognized professional standards.

3.00 RESPONSIBILITIES OF UNIDO

3.01 Facilities and Services

To assist the Contractor and his Team assigned to the Project Area in connexion with the performance of the work hereunder, UNIDO shall provide, or cause the Government to provide, at no cost to the Contractor, the following facilities and services as UNIDO may determine to be necessary for the execution of the Project: such office space, essential office furniture and equipment and local transportation for official purposes as may be available to UNIDO and as normally provided to UNIDO's own experts in the Project Area.

3.02 Responsibilities of the UNIDO Representative

The UNIDO Representative in the Project Area shall:

- a) act as Liaison Officer between the Contractor's personnel and officials of the Government in all matters relating to this Contract;
- b) cable UNIDO, attention Chief, PSM/OSS/PRS, confirming the arrival in, and departure from, the Project Area of the Contractor's personnel;
- c) refer to UNIDO, attention Chief, PSM/OSS/PRS, such administrative matters relating to execution of this Contract as may be brought to his attention and which cannot be resolved in the Project Area.

4.00 CONTRACT PRICE AND TERMS OF PAYMENT

4.01 Contract Price

UNIDO shall pay the Contractor for the full and proper performance of his obligations under this Contract, the sum of <currency amount in words> (figure). Payment of this sum shall be made in the currency and in the pro-rated amounts hereinafter set forth. This sum shall cover all expenses incurred by the Contractor including, but not limited to: salaries, indemnities, social charges, overheads, technical assistance and supervision costs. The total Contract price is also inclusive of:

- a) the costs in connexion with the travels of the Contractor's personnel
 - i) from their country of residence and/or place of work to the Project Area and return;
 - ii) from the Project Area to other countries, if such journeys are considered necessary for the execution of the Contract; and
 - iii) within the Project Area, for which the Project transportation facilities referred to in paragraph 3.01 are unavailable.
- b) the subsistence allowance of the Contractor's personnel assigned to the Project Area.

4.02 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 <currency amount in words> (figure) without the prior written consent of UNIDO and a formal amendment to this Contract.

4.03 Currency of Payment

The total Contract price of <currency amount in words> (figure) shall be paid in this currency.

4.04 Progress Payments

Progress payments on account of the Contract price set forth in paragraph 4.01 shall be made against the Contractor's invoices rendered as follows:

Currency

- a) upon UNIDO's receipt of the Contract duly countersigned the sum of
- b) upon UNIDO's receipt and acceptance of the Contractor's Interim Report referred to in sub-paragraph 2.10 a), the sum of.....
- c) upon UNIDO's receipt and acceptance of the Contractor's Draft Final Report referred to in sub-paragraph 2.10 b), the sum of.....
- d) upon UNIDO's receipt and acceptance of the Contractor's Final Report referred to in sub-paragraph 2.10 c), the sum of.....

Grand Total:

The making of any payment hereunder by UNIDO shall not be construed as an unconditional acceptance by UNIDO of the work accomplished by the Contractor up to the time of such payment.

4.05 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 his attention by UNIDO;
- c) the Contractor's failure to submit on time the reports required **hereunder**;
- d) the Contractor's failure to make payments properly for material or labour in the Project Area, or
- 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.
- 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.

4.06 Contractor's Invoices

Each payment shall be made by UNIDO on the basis of an invoice submitted by the Contractor. Contractor's invoice (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.

4.07 Mode of Payment

All payments under this Contract shall (subject to receipt of the Contractor's original invoices) be made by UNIDO by electronic bank transfer to the account(s) of the Contractor.

5.00 GENERAL PROVISIONS

5.01 Entry into Effect of the Contract

This Contract shall be deemed to be effective from the date of its signature by both Parties.

or, optionally (to be decided by the Contracts Officer depending on the case)

This Contract shall be deemed to be effective from *<date>* which was the date of Contractor's confirmation of acceptance of UNIDO's Contract award of *<date>*.

5.02 General Conditions

The Parties hereto agree to be bound by the UNIDO General Conditions of Contract a copy of which is attached hereto as Annex A and made a part hereof.

5.03 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 the authorized representatives of the Contractor and UNIDO.

5.04 Transmission of Reports, Invoices and Notices

All reports, invoices and notices submitted or given hereunder shall be addressed to the Procurement Services Unit/OSS/PSM (Attention:, Contracts Officer), UNIDO, P.O. Box 300, A-1400 Vienna, Austria.

5.05 Covenant against Contingent Fees

The Contractor warrants that:

- a) no person or selling agency has been employed or retained by him to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or retainer, except regular employees or bona fide and officially established commercial or selling agencies maintained by the Contractor for the purpose of securing business;
- b) no official or servant or retired employee of UNIDO, the United Nations, the UNDP and the Participating and Executing Agencies of the UNDP or the Government and/or its co-operating Agency(ies), who is not a bona fide employee of the Contractor, has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof.

For breach of these warranties, UNIDO shall have the right to deduct from the Contract price, or otherwise recover from the Contractor, the full amount of any such commission, percentage, brokerage, contingent fee or retainer so paid.

5.06 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 thirty (30) 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.

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

**UNITED NATIONS INDUSTRIAL
DEVELOPMENT ORGANIZATION**

By.....

By.....

Procurement Services Unit
Operational Support Services/PSM
UNIDO
P.O. Box 300
A-1400 Vienna
AUSTRIA

Date:.....

Date:.....