**APPENDIX 4**

This Long-term Agreement/Contract is signed electronically using the DocuSign tool. Please treat it as original.

**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/SUPPLY OF [Description of Services/Goods]**

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

UNIDO  
CMO/ PRO

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**CONTRACT /LONG-TERM AGREEMENT No.**

between the

**UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION**

**(UNIDO)**

and

**[NAME OF COMPANY/ORGANIZATION]**

**FOR THE PROVISION/SUPPLY OF [Description of Services/Goods] on an ‘as and when required’ basis**

**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 and related services required for [purpose for which equipment/services are provided] (hereinafter referred to as “Equipment” or “Equipment and related Services” or “Work”) in xxxx (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 “Equipment and related Services”) as described in detail in the technical specifications dated xxxx, [as subsequently clarified and/or amended in writing by UNIDO,] (hereinafter [collectively] referred to as the “Technical Specifications”) 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:

* + 1. This document;
    2. Special Conditions of Contract (hereinafter referred to as “SCC”) (Annex A, if applicable);
    3. General Conditions of Contract (hereinafter referred to as “GCC”) (Annex B/A);
    4. Technical Specifications (Annex C/B);
    5. Price list (Annex C/D)
    6. Bank Information Form;
    7. 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 (If applicable)**

**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 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 xxxxxxxxxxxxxx to xxxxxxxxxxxxxxx).

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 and 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 Not to Exceed (NTE) Amount of this Contract is Euro xxxxxxxxxxxxxxxxxxxxxx

(€ xxxxxxxxxxx) (+ 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.

The Contractor acknowledges that total payments by UNIDO under this Contract shall not exceed the Not to Exceed Amount. The amounts prescribed in Annex [x]are exclusive of Value Added Tax (VAT).

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

Tel.: +43 1 26026 Ext. xxxx

Email: xxxxxx

**For technical matters:**

Mr. xxxxxxxxxxxxxxxx

Title

Substantive Office

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

Email: [email]

**Contractor**:

[Mr/Ms name]

[Title]

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//USE BY OTHER ORGANIZATIONS OF THE UNITED NATIONS**

1. UNIDO does not guarantee any minimum number of call-off work orders to be placed under the Contract.
2. 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.

The Contractor acknowledges and agrees that, in the interest of transparency and efficiency among organizations of the United Nations system, this Contract/Long-Term Agreement may be utilized by other United Nations (UN) agencies. The terms and conditions of this LTA shall apply to any such use, and the Contractor shall extend the same terms, conditions, and pricing to any other UN entity that opts to utilize this LTA. The Contractor further agrees to cooperate with any such UN entity in the implementation of this LTA.

**ARTICLE 11**

**PERMITS, FEES AND NOTICES**

1. 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.
2. 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.
3. If the Contractor observes that the Equipment and related services 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**

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
2. 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.

1. 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.
2. 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.
3. 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).

1. 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.
2. 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 Focal Point, xxxxxxxxxxxxx, e-mail: xxxxxxxxxxxxxx, 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 purachase order;
* Description of the invoiced equipment;
* Total invoiced payment amount in USD as per the call-off purchase order (exclusive of VAT);

In case the Contractor elects to propose a discount (SCONTO) for accelerated payments, the payment period shall be counted from the date of receipt by UNIDO of the Contractor’s invoice. The making of any payment shall not be construed as an unconditional acceptance of UNIDO of the Goods or Work/Services delivered by the Contractor up to the time of such payment.

Payments in respect of relevant Call-off Purchase Orders issued under the Contract shall be effected by UNIDO within thirty (30) days of receipt of the relevant invoice and acceptance by UNIDO of delivery of the Equipment, whichever occurs later.

The making of any payment hereunder by UNIDO shall not be construed as an unconditional acceptance by UNIDO of the Equipment or related services or technical documentation delivered by the Contractor up to the time of such payment.

All payments under this Contract shall (subject to receipt of the Contractor's invoices) be made by UNIDO by electronic bank transfer to the account(s) of the Contractor. No third-party payments shall be accepted.

**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 equipment specified in the technical specifications 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.

**ARTICLE 18 (as and if applicable)**

**CALL-OFF ORDERING PROCEDURE**

(a) The Equipment to be provided by the Contractor shall be requested by UNIDO through issuance of signed Call-Off Purchase Order by authorized UNIDO personnel (hereinafter referred to as the “UNIDO Buyer”). At no time during the term of this Contract shall the Contractor provide Equipment without possession of a signed UNIDO Purchase Order. UNIDO shall not be liable to reimburse the Contractor for Equipment and related services provided by the Contractor without a signed UNIDO Call-off Purchase Order (including but not limited to the date of order, Call-off Purchase Order number, Contact information of UNIDO Buyer, budget account code, equipment ordered, delivered destination etc.).

The Contractor shall enter all the information in a Pro-forma Invoice along with expected delivery date, discounted unit prices, freight charges (if opted by UNIDO) etc., and return same to the authorized Buyer at UNIDO.

In the event of UNIDO issuing a call-off Purchase Order, which the Contractor considers it cannot substantially met because of limited quantities of stock or the inability to meet the specifications, before proceeding to make a partial delivery, the Contractor shall seek further written instruction from UNIDO Buyer.

The Contractor shall accept change to or cancellations of Purchase Order(s) provided that reasonable written notice is given by UNIDO in the circumstances.

b) The Contractor shall supply and deliver the Equipment to UNIDO Project Sites as specified by UNIDO in each Call-Off Purchase Order. The delivery terms shall be DAP UNIDO Project Site (INCOTERMS 2020).

c) The Contractor shall undertake all efforts to minimize the transportation costs from (xxxx) to each relevant UNIDO Project Site. The Contractor shall ensure that each Equipment is properly insured by the Contractor from the time of despatch from (xxx) to the time of final delivery at each relevant DAP named UNIDO Project Site and acceptance by UNIDO of the Equipment, which ever occurs later. The costs of the transportation shall be borne by UNIDO.

d) The Contractor shall deliver the Equipment within a time period in accordance with the delivery schedule attached to the relevant Call-off Purchase Order.

e) The transport documentation shall refer to the relevant Call-off Purchase Order and this Long Term Agreement and shall include:

* Original commercial or proforma invoice as may be required for customs clearance at the

relevant UNIDO Project Site;

* Original bill of lading/way bill;
* Packing list;
* Certificate of origin.

f) The transport documentation shall reach the relevant consignee at least three weeks before dispatch of the Equipment. Failure to comply with the above may result in delay of customs clearance and the resulting storage charges will be chargeable to the Contractor.

g) If an export license or licenses are required for the Equipment the Contractor shall obtain that

license(s).

h) In the event of loss or damage to any of the Equipment during delivery, or in the event of the Equipment being found, upon opening of the packages at the relevant UNIDO Project Site, to be otherwise defective, unusable or the wrong articles, the Contractor shall promptly replace such Equipment at its own expense.

i) When determining the freight costs for delivery of the Equipment to the relevant UNIDO Project Site, UNIDO may request the Contractor in writing to submit a non-binding quotation for its consideration. UNIDO may at its sole discretion engage another freight forwarder for the delivery of the Equipment from (xxxx) to the relevant DAP named UNIDO Project Site (INCOTERMS 2020).

**ARTICLE 19**

**FACILITIES AND SERVICES TO BE PROVIDED BY THE CONTRACTOR**

The Contractor shall provide all the facilities and services required by the Contractor’s personnel for the execution of this Contract. Expenses of every kind incurred in connection 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 personnel insurance.

**ARTICLE 20**

**STANDARDS OF WORK AND QUALITY**

The Contractor shall exercise all reasonable skill, care and diligence in the supply and delivery of the Equipment hereunder and shall carry out all its responsibilities in accordance with the highest recognized professional standards.

The Contractor warrants that the Equipment delivered by it under this Long Term Agreement shall be of high quality and correspond to the highest standards of material and workmanship. The Contractor shall promptly replace at its own expense any of the Equipment, which has been found by UNIDO to be defective and/or not meeting the required standards.

**ARTICLE 21**

**LIQUIDATED DAMAGES**

In the event the Contractor fails to deliver the relevant Equipment and related Services within the period of time specified in the relevant Call-off Purchase Order, UNIDO may, without prejudice to its rights or other remedies under the Long Term Agreement, deduct zero point one per cent (0.1%) from the amount of the relevant Call-off Purchase Order for each day of delay until actual delivery or performance of services has been effected and completed, up to a cumulative maximum deduction of ten per cent (10%) of such amount.

Once the maximum deduction is reached, UNIDO may, in its sole and unfettered discretion and without prejudice to its rights or other remedies under the Contract, cancel the relevant Call-off Purchase Order with immediate effect and at no cost to UNIDO. In the event of cancellation, UNIDO may procure, upon such terms and in such manner as it deems appropriate, equipment similar to that which Contractor failed to deliver, and the Contractor shall, in addition, be liable to UNIDO for any excess costs for such similar equipment.

**ARTICLE 22**

**DEFAULT BY THE CONTRACTOR**

In case the Contractor fails to fulfil its obligations and responsibilities under this Contract and/or one of the Call-off Purchase Orders, 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 Call-off Purchase Order 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 Call-off Purchase order price.

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

|  |  |
| --- | --- |
| For and on behalf of  **UNITED NATIONS INDUSTRIAL**  **DEVELOPMENT ORGANIZATION**  By......................………………………………..  xxxxxx  Managing Director  Directorate of Corporate Management  and Operations  Wagramer Strasse 5  A-1220 Vienna  Austria  Date....................…………………..................... | For and on behalf of  {company name}  By......................…………………………………..  Date....................………………………………… |

The Parties expressly declare that the signatures used by their authorized representatives are valid and capable of guaranteeing the authenticity, integrity, and non-repudiation of the content of the Long-term Agreement/Contract. Consequently, the Parties agree that this Long-term Agreement/Contract and any document associated with it (i.e. call-off Purchase Orders) can be signed using standard electronic signatures, i.e. the tool such as DocuSign.

## ANNEX A – SPECIAL CONDITIONS OF CONTRACT (IF APPLICABLE)