

**CONTRACT NO. [....]**

between the

**UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION**

**(UNIDO)**

and

**[NAME OF COMPANY/ORGANIZATION]**

**FOR THE PROVISION OF [Description of Services]**

UNIDO Project No.: [SAP Project No.]

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

UNIDO  
CMO/OSS/PRO

## TABLE OF CONTENTS

<b>CONTRACT .....</b>	<b>1</b>
<b>ANNEX A - SPECIAL CONDITIONS OF CONTRACT .....</b>	<b>X</b>
<b>ANNEX B/A – GENERAL CONDITIONS OF CONTRACT .....</b>	<b>X</b>
<b>ANNEX C/B – TERMS OF REFERENCE .....</b>	<b>X</b>
<b>ANNEX D/C – PERFORMANCE GUARANTEE FORM .....</b>	<b>X</b>

## CONTRACT

between the

**UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION**

**(UNIDO)**

and

**[NAME OF COMPANY/ORGANIZATION]**

**FOR THE PROVISION OF [Description of Services]**

**THIS CONTRACT** is entered into between the UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION, a Specialized Agency of the United Nations, having its headquarters located at Wagramer Strasse 5, A-1220 Vienna, Austria (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, in response to a request from the Government of [country] (hereinafter referred to as the “Government”), has agreed to provide assistance to the Government in carrying out the project entitled [“Title of the Project”] (hereinafter referred to as the “Project”) in [project location, country] (hereinafter referred to as the “Project Area”);

**WHEREAS**, in this connection, UNIDO, acting in agreement with the Government, desires to engage a contractor to provide the services and perform the work hereinafter set forth;

**WHEREAS**, UNIDO intends to procure services required to [purpose for which services are provided] in the Project Area; and

**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 services (hereinafter referred to as the “Services”) as described in detail in the terms of reference dated [day, month, year] [as subsequently clarified and/or amended in writing by UNIDO,] (hereinafter [collectively] referred to as the “Terms of Reference”) and the Contractor’s proposal dated [day, month, year], 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);
- vi. Bank Information Form;
- vii. Proposal.

## ARTICLE 3

### ENTRY INTO FORCE AND DURATION

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

## ARTICLE 4

### DELIVERABLES

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

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

**ARTICLE 5**  
**PERSONNEL**

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

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

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

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

**ARTICLE 6**  
**CONTRACT PRICE**

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

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

[Currency]

- i. upon UNIDO's receipt of the Contract duly countersigned [and acceptance of the Contractor's **Deliverable/Report 1**] referred to in Article 4(i)] the sum of [up to].....[amount]
  - ii. upon UNIDO's receipt and acceptance of the Contractor's **[Deliverable/Report 2]** referred to in Article 4(ii)/**Deliverable/Report 1** referred to in Article 4(i)] the sum of [up to] ..... [amount]
  - iii. upon UNIDO's receipt and acceptance of the Contractor's **[Deliverable/Report 3]** referred to in Article 4(iii) /**Deliverable/Report 2** referred to in Article 4(ii)] the sum of [up to].....[amount]
  - iv. upon UNIDO's receipt and acceptance of the Contractor's **[Final Deliverable/Final Report]** referred to in Article 4(n) /**[Deliverable/Report 3]** referred to in Article 4(iii)] the sum of [up to].....[amount]
- Grand Total:**..... [amount]

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.

**[ARTICLE 7  
PERFORMANCE GUARANTEE]**

The Contractor shall, within one (1) month from the effective date of the Contract, submit to UNIDO a performance guarantee issued by an accredited bank or insurance company acceptable to UNIDO, for the initial amount of [CURRENCY AMOUNT]. The performance guarantee shall secure proper and faithful performance by the Contractor of its obligations under the Contract. The guarantee will become effective on the date when the initial payment made by UNIDO is received into the Contractor's bank account and shall remain in full force and effect until the date calculated as the date of the acceptance by UNIDO of the Contractor's [Final Report/Final Deliverable]. The performance guarantee shall be in the format attached hereto as Annex D/E, or in another format acceptable to UNIDO.

**ARTICLE [7/8]  
COMMUNICATIONS**

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

**UNIDO:**

For contractual matters:

[Mr/Ms PRO TEAM LEADER]  
[Title]  
Procurement Services Division  
UNIDO  
Wagramer Strasse 5  
A-1220 Vienna  
Austria

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

For technical matters:

[Mr/Ms PROJECT MANAGER]  
[Title]  
[Substantive Office]  
UNIDO  
Wagramer Strasse 5  
A-1220 Vienna  
Austria

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

**Contractor:**

[Mr/Ms name]  
[Title]

[Contractor's address]  
[Organizational unit]  
[Contractor legal name]

Tel.: [telephone]  
Email: [email]

**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

The following Special Conditions of Contract (SCC) shall amend, supplement, revoke or replace the relevant provisions of the General Conditions of Contract (GCC). In the event of any conflict or inconsistency, the provisions herein shall prevail over those in the GCC.

	<b>GCC</b>	<b>Modifying/Supplementing Provision</b>
1	Article [...]	Article [...] of GCC is amended as follows: [...]
2	Article [...]	The following provision supplements Article [...] of GCC: [...]
3	Article [...]	Article [...] of GCC shall not be applicable to the Contract.
4	Article [...]	The following provision shall replace Article [...] of GCC: [...]