

1. PARTIES

The Contract is entered 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”.

2. SCOPE

In accordance with the terms and conditions stated herein and in the Annexes hereto, the Contractor shall provide all the goods/equipment (hereinafter referred to as the “Goods”) as described in detail in the Technical Specifications dated [day, month, year] (Annex C/B), [as subsequently clarified and/or amended by UNIDO] and the Contractor’s bid dated [day, month, year] [and clarified by e-mail(s) dated] (hereinafter [collectively] referred to as the “Bid”), which the Contractor submitted to UNIDO in response to UNIDO’s Invitation to Bid No. [insert RFX number] dated [day, month, year]. The Contractor’s said Bid although not attached hereto, is made a part hereof by way of reference.

3. CONTRACT DOCUMENTS

This Purchase Order, 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 Goods (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 Purchase Order;
- ii. Special Conditions of Contract (“SCC”) (Annex A);
- iii. General Conditions of Contract (“GCC”) (Annex B);
- iv. Technical Specifications (Annex C)
- v. Performance Guarantee Form (Annex D)
- vi. Bank Information Form (Annex E/D/)
- vii. Bid

4. SHIPPING DOCUMENTS

The shipping documents shall consist of the following:

- i. 1 original and 1 copy of Commercial Invoice;
- ii. 1 negotiable and 1 non-negotiable original and 1 copy of Bill of Lading/Airway Bill;
- iii. 1 original and 1 copy of Packing List;
- iv. 1 original and 1 copy of Certificate of Origin;
- v. 1 original and 1 copy of Transportation Insurance Policy, as applicable;
- vi. Copy of the duly signed Purchase Order

The shipping documents shall reach the Consignee ([name, exact address, tel., email]) as soon as possible, but not later than [two] weeks before the arrival of the Goods.

Before sending the originals of the shipping documents, the Contractor shall provide the Consignee with electronic versions of these for verification of completeness and correctness. Upon approval by the Consignee, the Contractor shall send by courier the shipping documents to the Consignee.

Failure to comply with the above may result in a delay of customs clearance. Any resulting storage charges shall be borne by the Contractor.

5. PAYMENT

Each payment under the Purchase Order shall be made by UNIDO within thirty (30) days of receipt and acceptance of the related invoice and the documents listed below as follows:

- a. [OPTIONAL: Advance Payment of [currency and amount] corresponding to [number] % of the Total Price of the Purchase Order upon receipt by UNIDO of the duly countersigned Purchase Order. 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/final] 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] [plus [number of] year(s)/month(s)]. The performance guarantee shall be in the format attached to the Contract.]

[a.] [b.] [OPTIONAL: Advance payment of [currency and amount] corresponding to [number] % of the Total Price of the Purchase Order upon receipt and acceptance by UNIDO of copies of all shipping documents and [a copy of [Consignee's] e-mail/fax [to Consignee] [requesting] [confirming] correctness and completeness of the shipping documents as referred to in Article 4 above].

[b.] [c.] Payment of [currency and amount] corresponding to [number] % of of the Purchase Order upon receipt and acceptance by UNIDO of the Report on the inspection of prototype models before bulk production at the manufacturer's facility/of finalized bulk production at the manufacturer's facility.]

[a.] [b.] [c.] [d.] [Final p][P]ayment of [currency and amount] corresponding to [number] % of the Total Price of the Purchase Order upon receipt and acceptance by UNIDO of the Certificate of Inspection and Acceptance of the Goods [and ancillary services] signed by authorized representative(s) of the Contractor, UNIDO and the Project Beneficiary confirming that the Goods [and services] conform to applicable specifications and the requirements of the Contract [as well as, where available, a carbon emission calculation report indicating the amount of CO2 emissions generated to move the Goods from the Contractor's premises to the delivery place].

The invoice shall reflect the Contractor's banking instructions as indicated in the UNIDO Bank Information Form.

UNIDO shall not be liable to pay interest on the amount(s) not paid to the Contractor within the payment schedule foreseen under the Contract, irrespective of the cause of such delay.

The making of any payment by UNIDO shall not be construed as an unconditional acceptance by UNIDO of the Goods and/or services provided by the Contractor up to the time of such payment.

6. INSPECTIONS

UNIDO may, at its discretion, prior to delivery, conduct inspections of the Goods in order to establish conformity of these with the requirements of the Contract in accordance with Article 7 of the GCC.

7. WARRANTY

The Contractor shall provide UNIDO with all warranties as specified in Article 10 of the GCC. All warranties will remain fully valid for a period of not less than [number] year[s] following acceptance of the Goods by UNIDO in accordance with the Contract. The Contractor shall within the Warranty period repair or replace at its own expense and as soon as practicable but no later than three (3) months any defect or non-compliant Goods found under normal operating conditions, whether due to faulty design, material or manufacture, engineering drawings, technical specifications or operating instructions, impairing the functioning of the Goods or parts thereof in order to restore the required operation of the Goods or parts thereof. The Contractor warrants the availability of spare parts for the Goods after the expiration of the Warranty period during the life of the Goods at reasonable price and terms.

8. BENEFICIARIES BENEFICIARY(IES)/END-USER(S)

The Project Beneficiary(ies)/End-User(s) is/are [name, address, email, phone no.].

9. TECHNICAL DOCUMENTATION/ INSTRUCTIONS/OPERATING MANUALS

The Contractor shall provide relevant technical documentation/instructions/operating manuals and any other information relevant to the Goods in [insert language].

10. COMMUNICATIONS

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

UNIDO:

[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]

Contractor:

[Mr/Ms name]
[Title]
[Contractor's address]
[Organizational unit]
[Contractor's legal name]
[Contractor's address]

Tel.: [telephone]
Email: [email]

ANNEX A – SPECIAL CONDITION 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.

	GCC	Modifying/Supplementing Provision
1	Article 2	The following provision shall supplement Article 2 of the GCC: “2.5 The Contractor shall promote the respect of human rights and respect applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labor standards. The Contractor shall not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion.
2	Article 11	The following provision shall replace Article 11 of the GCC: “11.1 Unless UNIDO requests or agrees otherwise, the Contractor shall take all appropriate measures to publicize the fact that the Goods provided under the Contract have received funding from the Funding Partner. Information given to the press and to the final beneficiaries, as well as all related publicity material, official notices, reports and publications shall acknowledge that the Goods were provided <i>"with funding by the European Union"</i> and shall display the EU logo (twelve yellow stars on a blue background) in an appropriate way. Publications by the Contractor pertaining to the Goods, in whatever form and whatever medium, including the internet, shall carry the following disclaimer: <i>"This document was produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union."</i> Such measures shall be carried out in accordance with the Communication and Visibility Requirements for EU External Action published by the European Commission on https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en , or with any other guidelines agreed between the Funding Partner and UNIDO. 11.2 Where applicable, and if during the execution of the Contract, equipment or major supplies are purchased using the Funding Partner funds, the Contractor shall display appropriate acknowledgement on such equipment or major supplies, including the display of the EU logo (twelve yellow stars on a blue background). Where such display could jeopardize UNIDO’s privileges and immunities or the safety of the UNIDO’s staff or of the final beneficiaries, UNIDO shall propose appropriate alternative arrangements. The acknowledgement and the EU logo shall be of such a size and prominence as to be clearly visible in a manner that shall not create any confusion regarding the identification of the Goods provided as an activity of UNIDO, nor the ownership of the equipment or major supplies by UNIDO. 11.3 The above visibility requirements shall continue to apply for as long as the relevant equipment and remaining major supplies are owned by UNIDO. 11.4 The Parties will consult immediately and endeavor to remedy any detected shortcomings in implementing the visibility requirements set out in this Article. This is without prejudice to measures UNIDO may take in case of substantial breach of an obligation.”
3	Article 21	Article 21.2 shall be replaced by the following provision: “21.2 Unless otherwise notified, for a period of seven (7) years following the expiration or prior termination of the Contract and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim or investigation by the European Anti-Fraud Office (OLAF), if notified to UNIDO, has been disposed of, the Contractor shall keep and maintain accurate and systematic accounts and records, and make available all relevant financial information (originals or copies) related to the Contract.” Article 21 shall be supplemented by the following provisions: “21.6 The Contractor shall allow UNIDO and the Funding Partner, or any authorized representatives, to conduct desk reviews and on-the-spot checks on

		<p>the use made of the Contract Price on the basis of supporting accounting documents and any other document related to the financing of the Services.</p> <p>21.7 The Contractor agrees that OLAF may carry out investigations, including on-the-spot checks and inspections, in accordance with the provisions laid down by EU law for the protection of the financial interest of the Funding Partner against fraud, corruption and any other illegal activity.</p> <p>21.8 The Contractor agrees that the execution of the Contract may be subject to scrutiny by the Court of Auditors when the Court of Auditors audits the Funding Partner’s implementation of its expenditure. In such case the Contractor shall provide to the Court of Auditors access to the information that is required for the Court to perform its duties.</p> <p>21.9 To that end, the Contractor undertakes to provide officials of the European Commission, OLAF and the European Court of Auditors and their authorized agents, upon request, information and access to any documents and computerized data concerning the technical and financial management of operations financed under the Contract, as well as grant them access to sites and premises at which such operations are carried out. The Contractor shall take all necessary measures to facilitate these checks in accordance with its regulations and rules. The documents and computerized data may include information that the Contractor considers confidential in accordance with its own established regulations and rules or as governed by contractual agreement. Such information once provided to the Funding Partner, OLAF, the European Court of Auditors, or any other authorized representatives, shall be treated in accordance with EU confidentiality rules and legislation and Article 13 of the GCC. Documents must be accessible and filed in a manner permitting checks, the Contractor being bound to inform the Funding Partner, OLAF or the European Court of Auditors of the exact location at which they are kept. Where appropriate, the Contractor may be required to send copies of such documents for a desk review.</p> <p>21.10 Where applicable, the desk reviews, investigations, on-the-spot checks and inspections referred to in this Article shall refer to a verification that shall be performed in accordance with the verification clauses agreed between UNIDO and the Funding Partner. This is without prejudice to any cooperation arrangement between OLAF and UNIDO’s anti-fraud bodies.</p> <p>21.11 The Funding Partner shall inform UNIDO, who, in turn shall immediately inform the Contractor, of the planned on-the-spot missions by agents appointed by the Funding Partner in due time in order to ensure adequate procedural matters are agreed upon in advance.</p> <p>21.12 Failure to comply with the obligations set forth in this Article constitutes a case of breach of a substantial obligation under the Contract. The terms of this Article shall survive the termination or expiration of the Contract.”</p>
4	Article 26	<p>The following provision supplements Article 26.1 of the GCC: “For the purpose of this Contract, a conflict of interest shall be deemed to arise where the impartial and objective exercise of the functions of any person executing the Contract is compromised.”</p>