



**IAEA**

*Atoms for Peace*

الوكالة الدولية للطاقة الذرية

国际原子能机构

International Atomic Energy Agency

Agence internationale de l'énergie atomique

Международное агентство по атомной энергии

Organismo Internacional de Energia Atómica

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## ***CONTRACT PURCHASE AGREEMENT No: CPA.....***

### ***- GES Development and Maintenance Services -***

This Contract Purchase Agreement (the Agreement) is made between the International Atomic Energy Agency (hereinafter referred to as “the IAEA”) whose address is: Wagramerstrasse 5, P.O. Box 100, A-1400 Vienna, Austria, and

\_\_\_\_\_ (hereinafter referred to as “the Supplier”) whose address is  
\_\_\_\_\_

WHEREAS the IAEA desires to procure goods and/or services from the Supplier during the period of validity of this Agreement.

WHEREAS pursuant to the IAEA’s Invitation to Bid Number RFP 26288-AI for the procurement of GES Development and Maintenance Services, the offer of the Supplier was accepted;

NOW, THEREFORE, the IAEA and the Supplier hereby agree as follows:

## **Article 1**

### **Scope of Work**

1. The Supplier shall supply/provide the IAEA, as and when ordered, the goods and/or services described in the Annex B to this Agreement at the price/prices stipulated therein for the period of validity of the Agreement, as indicated in Article 7 below.
2. Any request by the IAEA shall be made by Purchase Order(s) issued by the IAEA.
3. The IAEA does not warrant that it will purchase any minimum quantity/volume of goods and/or equipment and/or services described in the Annex during the period of validity of this Agreement.
4. Any order made by the IAEA under this Agreement shall be governed by the IAEA General Conditions of Contract a copy of which is attached hereto.

## **Article 2**

### **Delivery and Lead Times**

1. The Supplier undertakes to deliver the goods or provide the services referred to in Annex B to this Agreement within \_\_\_\_\_ weeks **(to be agreed by the supplier and IAEA during bidding)** after the receipt of an IAEA Purchase Order. In the event of unforeseen delays, the Supplier shall immediately notify the IAEA's Office of Procurement Services by fax or by e-mail and indicate the estimated time of delivery.
2. All unit prices stipulated in the Annex to this Agreement are based on Incoterms 2010. The applicable delivery terms are defined in the Annex.
3. Partial delivery of the goods, equipment or services under an individual Purchase Order shall not be permitted (unless agreed and authorized by the IAEA).
4. The work performed to correct anomalies during the warranty period shall be made at the expense of the Supplier.

## **Article 3**

### **Changes in Conditions**

In the event of any advantageous technical changes and/or downward pricing of the goods and/or equipment and/or services specified in the Annex to this Agreement during the

duration of this Agreement, the Supplier shall notify the IAEA immediately. The IAEA shall consider the impact of any such event and may request an amendment of the Agreement.

#### **Article 4**

##### **Privileges and Immunities**

Nothing in this Agreement shall be construed as a waiver of the privileges and immunities accorded to the IAEA by its Member States.

#### **Article 5**

##### **Arbitration**

All disputes arising out of or relating to the interpretation or implementation of this Agreement which cannot otherwise be settled by the Parties shall be referred by any of them to arbitration for settlement in accordance with UNCITRAL Arbitration Rules as in force at the date the dispute is referred to arbitration. The number of arbitrators shall be one. The place of arbitration shall be Vienna, Austria, and the language to be used in the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding on the Parties.

#### **Article 6**

##### **Amendment**

No modification, or changes to this Agreement, or waiver of any of its provisions, shall be valid unless approved in writing by the duly authorized representatives of the Parties.

**Article 7**  
**Entry into Force**

This Agreement shall enter into force on the date of the last signature by the representatives of the Parties (hereinafter referred to as “Entry into Force”) and shall remain valid and in force until \_\_\_\_\_ [EXPIRY DATE] and may be renewed (at the same terms and conditions) by mutual agreement of all the Parties.

For the INTERNATIONAL ATOMIC ENERGY  
AGENCY  
(the IAEA):

For .....:  
  
(the Supplier)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name and title)

\_\_\_\_\_  
(name and title)

\_\_\_\_\_  
(place and date)

\_\_\_\_\_  
(place and date)