

**Contract for Small Services**  
**RFQ/2021/18986**

**INSTRUMENT OF AGREEMENT**

This Contract is made on the .... day of ..... 2021.

**Between**

(1) **The United Nations Office for Project Services (“UNOPS”)**, a subsidiary organ of the United Nations, (“UNOPS”); and

(2) ....., a company incorporated under the laws of Cambodia and having its registered address at No. ..., St. ...., Sangkat ....., Khan ....., Phnom Penh, Cambodia (the “Contractor”), together with UNOPS, the Parties.

**1. Scope of the Services.**

- 1.1. UNOPS intends to retain the Contractor for the implementation of certain services regarding QuickBooks Software license including support and maintenance services.
- 1.2. The Contractor has represented to UNOPS that it has the appropriate experience, expertise, licences, and resources to undertake the Services and has agreed to undertake the Services in accordance with the Contract.
- 1.3. In reliance on the Contractor’s representations UNOPS has entered into the Contract.
- 1.4. The Contract sets out the terms and conditions upon which the Contractor will undertake the Services.

**2. Entry into force. Time limits.**

- 2.1. The Contract shall enter into force upon its signature by both Parties.
- 2.2. The Contractor shall commence the performance of the Services not later than ..... 2021 and shall complete the Services on ..... 202....
- 2.3. All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

**3. Contract documents.**

- 3.1. The following documents, listed in the order of priority, are deemed to form and be read and construed as part of the Contract, having superseding effect over any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract:
  - 3.1.1. The UNOPS General Conditions of Contract for the provision of Services included in Annex 1;
  - 3.1.2. This Instrument of Agreement;
  - 3.1.3. UNOPS’ solicitation document, reference RFQ/2021/18986, dated .....2021, not attached hereto but known to and in the possession of both parties, including the Scope of Coverage, attached hereto as Annex 2;
- 3.1.4. The Breakdown of Costs included in Annex 3;
- 3.1.5. The Contractors' quotation ....., dated ..... 2021, document not attached hereto but known to and in the possession of both parties.

#### 4. Performance of the Services.

- 4.1. The Contractor shall perform and complete the Services described in Annex 1 with due diligence and efficiency and in accordance with the Contract.

#### 5. Price and payment.

- 5.1. In full consideration for the complete and satisfactory performance of the Services in accordance with the Contract, UNOPS shall pay the Contractor a fixed contract price of USD .....
- 5.2. The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 5.3. Payments effected by UNOPS to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNOPS of the Contractor's performance of the Services.
- 5.4. UNOPS shall effect payments to the Contractor within 30 days of the date of receipt of the relevant original invoice, subject to the acceptance by UNOPS of the Services reflected in the said invoice. Payments will be made by UNOPS by transfer to the bank account specified by the Contractor in the "oneUNOPS Supplier Profile" form. UNOPS shall bear the charges imposed by its bank. The Contractor shall bear any other bank charges pertaining to such bank transfer. The original invoice shall be submitted by the Contractor to the address specified in clause 6.1 below, upon achievement of the corresponding milestones and for the following amounts:

Milestone	Amount
Milestone 1 - Implementation including installation, set up QB systems and training	\$.....
Milestone 2 - Supporting and maintenance service for year 1	\$.....
Milestone 3 - Supporting and maintenance service for year 2	
Milestone 4 -Supporting and maintenance service for year 3	\$ .....
<b>Total:</b>	<b>\$ .....</b>

#### 5. Notifications.

- 6.1. For the purpose of notifications under the Contract, the addresses of UNOPS and the Contractor are as follows:

For UNOPS:

Mohammad Naeem DURRANI  
Senior Programme Coordinator, PR GFATM  
UNOPS – Cambodia  
Email: [NaeemD@unops.org](mailto:NaeemD@unops.org)

Ref.RFQ/2021/18986

For Contractor:

.....

.....

Email: .....

## 7. Good faith.

- 7.1. The Parties undertake to act in good faith with respect to each other's rights and obligations under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

IN WITNESS WHEREOF, the Parties have caused the Contract to be executed by their respective duly authorised representatives as of the date first written above:

SIGNED FOR AND ON BEHALF OF:

FOR UNOPS:	FOR Contractor
<hr/> Mohammad Naeem DURRANI Senior Programme Coordinator, PR GFATM UNOPS – Cambodia Date: .....	<hr/> ..... ..... Date: .....

## **ANNEX 1: UNOPS General Conditions of Contract for the Provision of Services**

<https://www.unops.org/english/Opportunities/suppliers/how-we-procure/Pages/default.aspx>

## ANNEX 2: Terms of Reference (TOR)

### Terms of Reference (TOR)

#### Implementation of an online multi users QuickBooks accounting software package

##### Background and Purpose

The National Center for Parasitology, Entomology and Malaria Control (CNM), has been implementing a comprehensive malaria program since 2004 through a series of grants received from the Global Fund for HIV/AIDS, TB, and Malaria (GFATM). The United Nations Office for Project Services (UNOPS) as the Principal Recipient for the Regional Artemisinin Initiative 2 Elimination (RAI) grant received funding from the GFATM and is working together with CNM as the Principal Implementing Partner (PIP) in Cambodia. CNM in collaboration with UNOPS and other partners, endeavors to ensure more effective decentralized malaria control operations at provincial and operational district levels and reduce the malaria related morbidity and mortality in the country. As part of strengthening the financial management capacity system at national and sub-national level, CNM is currently in the process of enhancing its financial systems and looking to upgrade to QuickBooks desktop enterprise.

##### Scope of work

The Consultant/ Institution will work closely with the CNM Finance team, Senior Management team and the PR-UNOPS team in a phased approach ensuring that in all stages there is a sign off and acceptance by all parties. CNM will provide the Consultant/ Institution with all relevant documentation and information required for implementation.

##### General Requirements:

- Licensed QuickBooks desktop enterprise with hosting for 10 users
- Installation and setup of QuickBooks System and QuickBooks Company for RAI3E
  - a. *Setting up the Chart of Account as required by users*

Setup should include the follow in order for reporting to produce correctly:

    - 1) Setting staff name
    - 2) Setting donor name
    - 3) Setting up budget code at CNM level
    - 4) Setting up budget code by subnational level
    - 5) Setting up budget code by all detail activities
    - 6) Setting up expense by detail activities at CNM level
    - 7) Setting up expense by detail activities by subnational level
    - 8) Setting up expense by all detail activities
    - 9) Setting up expense by subnational level
    - 10) Preparing user manual for bookkeeping each type of transaction
  - b. *Setting up automated backup functionality*
  - c. *Assigning user rights and access level*
  - d. *Setting up the fixed asset module separate from Finance Module*
  - e. *Preparing user manual for bookkeeping each type of transaction*
- Generating reports and CNM User Acceptance
  - GL, Trial Balance, Profit and Loss, Balance Sheet
  - Bank Reconciliation
  - Audit Trail
  - Fixed Asset Report integrated and to be generated by Procurement Unit

For reporting, system should be able to produce the following customized financial reports:

- 1) Budget vs Actual report at CNM level
- 2) Budget vs Actual report by Subnational level
- 3) Budget vs Actual report by all detail activities
- 4) Expense report at CNM level
- 5) Expense report by Subnational level
- 6) Expense report by all detail activities
- 7) Disbursement report by subnational level
- 8) Disbursement report by CNM level.
- 9) Staff advanced outstanding summary report
- 10) Staff advanced outstanding detail report
- 11) Expense report align with PUDR

Key Modules	Functionalities
General Ledger	<ul style="list-style-type: none"> <li>- Reconciliation of GL with sub-ledgers</li> <li>- Accounting journal adjustments for current and previous periods</li> <li>- Month-end closure</li> <li>- Reporting capability</li> <li>- Withholding/ VAT/ Tax Management</li> <li>- <u>Budget vs Actual report</u></li> </ul>
Budget Management	<ul style="list-style-type: none"> <li>- Capacity to store budget in the financial system</li> <li>- Budgetary control by Activities and Interventions, <u>Module, Cost Grouping</u></li> <li>- Capability to report budget consumption, variance and accurate forecasts</li> </ul>
Advances	<ul style="list-style-type: none"> <li>- Reconciliation of advances/Accounts receivable transactions with GL</li> <li>- Integration and support with Cash Management</li> <li>- Reporting capability (Aging balance / receivables)</li> <li>- Staff advances management</li> </ul>
Asset and Inventory Management <i><b>managed by Procurement Unit</b></i>	<ul style="list-style-type: none"> <li>- Integration with procurement module to automate asset / inventory entry</li> <li>- Capability to record asset /asset disposal</li> </ul>
Cash Management	<ul style="list-style-type: none"> <li>- Integration of bank statement &amp; generation of payment files</li> <li>- Bank reconciliation</li> <li>- Capability to report cash balance and cash forecast</li> </ul>
Reporting	System should be able to produce regular country reporting (Financial Statements)
Procurement Management	<ul style="list-style-type: none"> <li>- Direct Payment accounting and recording to impact budget and reporting</li> <li>- Vendor/ supplier/ management</li> </ul>

*(Global Fund financial grant implementers management handbook, Dec 2017, P47)*

## Support and Maintenance:

Supplier should describe the support offerings available for the QuickBooks implementation. In addition, they should provide a copy and a description of all warranties associated with the proposed solution.

- Software support should be available 5 working days a week per year and turnaround time for each ticket should not be more than 1 working day.
- Software updates for improvements and enhancement will be provided by the supplier as part of the warranty which begins after user acceptance in year one, and as part of the price for maintenance.
- The contact details for the personnel for all support (update software, fixing errors, and cleaning bugs) and maintenance services must be identified in the proposals.
- The supplier shall be given annually support and maintenance for 3 years however the supplier shall provide costs per year.

## Deliverables

- An Inception Report: The inception report should be prepared by the Consultant prior to initiating the work. The inception report will detail the supplier's understanding of the task as well as proposed methods, requisition of data and other procedures. The inception report will include a schedule of tasks, activities, timeline and deliverables.
- A Draft Report: The supplier will deliver a draft report within the indicative assignment time frame.
- A Final Report: A final report to CNM and PR- UNOPS within the agreed timeline with details of implementation, issues faced, User Acceptance Report and a contingency plan.

## Experience Requirements

The bidder must submit a relevant portfolio accompanied by references about the satisfactory delivery of completed projects. The bidder shall provide separate reference for each project. The projects included for references should be carried out in the last 3 years.

The bidder must indicate in the proposal the breakdown of activities to carry out implementation, Configuration and setup, User acceptance and required training.

Under these criteria, the team assigned by the service provider should have qualified and experienced resources required for this project.

- Experience of the team leader in carrying out similar projects in the last 3 years
- Experience of other team members in the last 3 years
- Qualification and experience of staff assigned to the project

## Duration of work

Item No	Description	No of Day
1	Implementation including installation, set up QB systems and training	14 working days
2	Supporting and maintenance service for year 1	5 working days
3	Supporting and maintenance service for year 2	5 working days
4	Supporting and maintenance service for year 3	5 working days
<b>Total number of days for implementation and support &amp; maintenance</b>		<b>29 working days</b>

## Location of work

**Name of Consignee** - National Center for Parasitology, Entomology and Malaria Control (CNM)

**Address of Consignee** - #477 Betong Street .(Corner St.92), Village Trapangsvay, Sanakat Phnom Penh Thmey ,Khan Sen Sok,Phnom Penh, Cambodia.

