# Draft Contract for Small Services MAS/PROC/COXXXX

# INSTRUMENT OF AGREEMENT

This Contract is made on XXX.

**Between**

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

(2) **XXXXXXXX),** a company incorporated under the laws of South Sudan and having its registered address at XXXXXXXXXXXXXX, Juba, South Sudan (the “Contractor"), together with UNOPS, the Parties.

1. **Scope of the Services.**
   1. UNOPS intends to retain the Contractor for the implementation of certain services regarding **Motorbike Transportation services for UNMAS South Sudan.**
   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.
   3. In reliance on the Contractor’s representations UNOPS has entered into the Contract.
   4. The Contract sets out the terms and conditions upon which the Contractor will undertake the Services.
2. **Entry into force. Time limits.**
   1. The Contract shall enter into force upon its signature by both Parties.
   2. The Contractor shall commence the performance of the Services not later than 01 July 2021 and shall complete the Services by 30 June 2022.**At the sole discretion of UNOPS/UNMAS, this Contract may be extended for a further period as required by the project under the same terms and conditions herein set forth.**
   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.**
   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:
      1. The Special Conditions included in Annex 1;
      2. The UNOPS General Conditions of Contract for the provision of Services included in Annex 2;
      3. This Instrument of Agreement;
      4. The Schedule of Requirements included in Annex 3.
      5. The Breakdown of Costs included in Annex 4;
4. **Performance of the Services.**
   1. The Contractor shall perform and complete the Services with due diligence and efficiency and in accordance with the Contract.
5. **Price and payment.**
   1. In full consideration for the complete and satisfactory performance of the Services in accordance with the Contract, UNOPS shall pay the Contractor a price not to exceed **XXXXXXXXXX USD.**
   2. The amount contained in clause 5.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex 4 contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in its original invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
   3. The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under clause 5.1 above or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of the Programme manager of UNOPS/UNMAS.
   4. 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. The Contractor shall submit original invoices for the work done every end of each Month.
   6. Progress and final payments shall be affected by UNOPS to the Contractor within thirty (30) calendar 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, together with whatever supporting documentation of the actual costs incurred as required under the Breakdown of Costs or as it may be required by UNOPS. In addition, such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
6. **Notifications.**
   1. For the purpose of notifications under the Contract, the addresses of UNOPS and the Contractor are as follows:

For UNOPS:

Mr. XXXXX

XXXXXXX

UNMAS South Sudan

Phone: XXXXXX

Email: XXXXXX

For the Contractor:

Mr. XXXX

XXXXXXX

XXXXXXX

Phone: XXXXX

Email: XXXXXX

1. **Good faith.**
   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:

|  |  |
| --- | --- |
| UNOPS  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Date: | The Contractor  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:  Title:  Date: |

# ANNEX 1: Special Conditions

See attached general conditions of the contract attached as a separate sheet

# ANNEX 2: UNOPS General Conditions of Contract for the provision of Services

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

**ANNEX 3: Schedule of Requirements**

The supplier is required to do the following job:

**Route 1& 2: Required Monday to Friday**

* Pick up 2 (two) Drivers from their residences to Drop them at WFP Jebel by 07:00 in the morning.
* Pick up 2 (two) Drivers from WFP Jebel by 17:00-17:15 to Drop them back to their houses.

**Route 3:  Required Monday to Thursday**

* Pick up 1 (one) Staff from their residence to bring to UNMISS Tomping Camp (Arriving by 07:30). This will constitute 1 (one) trip in the morning, not required to drop back the staff member in the afternoon.

**Route 4: Required Monday to Friday**

* Pick up 1 (one) staff from their residence and drop them to UNMISS Tomping Camp by 06:45 in the morning.
* Pick up 1 (one) staff from UNMISS Tomping Camp at 18:00 to drop them back at their residence.

**Pick up locations: (Route 1,2 & 3)**

* Munuki  (between Suk Melishia and Suk Libya)
* Gudele 1 & 2
* Gurei
* Nyakuran
* Gudele (Doha Petrol Station Area)
* Rock City

**Pick up location (Route 4)**

* Munuki between Suk Melishia and Suk Libya
* Rock City
* **Note for Route 4** - there may be up to 4 additional requirements during weekends & weekdays (airport pick ups, training, or tasks that require staff to stay beyond the normal working hours that can be verified by the designated supervisor.

**Tracking, verification and approval of monthly trip reports**

* The designated UNMAS staff (Logistics Officer) will be recording the trips and will share trip reports with the service provider to confirm the quantities of trips on a monthly basis.
* Payments will be made based on the verified and certified monthly trip reports.

# ANNEX 4: Breakdown of Costs

**Motorbike Transportation services for UNMAS South Sudan\_ 1 July 2021 - 30 June 2022.**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item No** | **Description** | **Qty of Motorbike** | **Expected Number of trips** | **Price per Trip - USD** | **Total price for Trips** |
| 1 | Motorbike services for the period 01 July 2021 to 30 June 2022 | 1 | 9 trips per day x 22 x 12 = 2,376 |  |  |
|  | **Total Price** | | | |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Total Price Contract Price** | | | | | |  |