# Contract for Professional Services

# INSTRUMENT OF AGREEMENT

**Ref.: ITB/2021/24995**

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 [type of company] company incorporated under the laws of [name of country] and having its registered address at [address], [city and country] (the “Contractor"); (together with UNOPS referred to hereinafter as the “Parties”);

1. **Scope of the Services.**
   1. UNOPS intends to retain the Contractor for the implementation of services of supervision of the clean-up of the contaminated sites in Skopje, North Macedonia (hereinafter referred to as the “Services”), in accordance with this Contract.
   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 \_\_\_\_\_\_\_\_ and shall complete the Services no later than \_\_\_\_\_\_\_\_.
   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 (not applicable);
      2. The UNOPS General Conditions of Contract for the provision of Services included in Annex 2;
      3. This Instrument of Agreement;
      4. UNOPS’ solicitation document, reference **ITB/2021/24995,** dated \_\_\_\_\_\_\_\_, and subsequent amendments and clarifications, not attached hereto but known to and in the possession of both parties, including the Schedule of Requirements, attached hereto as Annex 3;
      5. The Contractors' proposal \_\_\_\_\_\_\_\_, dated\_\_\_\_\_\_\_\_, as clarified by the agreed minutes of the negotiation meeting dated \_\_\_\_\_\_\_\_, both documents not attached hereto but known to and in the possession of both parties.
4. **Performance of the Services.**
   1. The Contractor shall perform and complete the Services described in Annex 3 with due diligence and efficiency and in accordance with the Contract.
   2. The Contractor shall provide the services of the following key personnel:

| **Name** | **Specialisation** | **Nationality** | **Period of service** |
| --- | --- | --- | --- |
| [insert name] | [insert specialization] | [insert nationality] | [insert period of service] |
| [insert name] | [insert specialization] | [insert nationality] | [insert period of service] |
| [insert name] | [insert specialization] | [insert nationality] | [insert period of service] |
| [insert name] | [insert specialization] | [insert nationality] | [insert period of service] |

* 1. Any changes in the above key personnel shall require prior written approval of the Director, [\_\_\_\_\_\_\_\_] UNOPS RS MCO.
  2. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
  3. The Contractor shall submit to UNOPS the deliverables specified hereunder according to the following schedule:

| **Milestone #** | **Deliverables** |
| --- | --- |
| 1 | Contract duly countersigned; receipt and acceptance by UNOPS of the monitoring programme / system at the location aimed at execution of the clean-up operation, following the review of the Contractor's site remediation plan and site take over report. |
| 2 | Submission and UNOPS’s acceptance of the Evaluation report on the adequacy of the transboundary licences. |
| 3 | Submission and UNOPS’s approval of the Monitoring report with detailed explanation on the packing activities performed, evaluating the compliance of the Contractor’s operations with the ToR of its contract.  This will be aligned with the Contractor’s submission of the Contractor’s Report No. 1 evidencing packing of 240 tons of the HCH waste and evidencing packing remediation of 653 tons HCH contaminated soil. |
| 4 | Submission and UNOPS’s approval of the Verification report confirming the disposal of the HCH waste and the HCH contaminated soil;  The Verification report will be aligned with the Contractor's submission of the Contractor's Report No. 2 evidencing disposal of 240 tons of the HCH waste and evidencing disposal of 653 tons of HCH contaminated soil. |
| 5 | Submission and UNOPS’s approval of the Verification report confirming Contractor’s reports on fulfilled activities. |

* 1. All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by mail to the address specified in clause 6.1 below.

1. **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 fixed contract price of [\_\_\_\_\_\_\_\_].
   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.
   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.
   4. UNOPS shall effect payments 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, upon achievement of the corresponding milestones and for the following amounts:

| **Milestone #** | **Deliverables** | **Payment tranches**  (upon submission of the respective invoices) |
| --- | --- | --- |
| 1 | Contract duly countersigned; receipt and acceptance by UNOPS of the monitoring programme / system at the location aimed at execution of the clean-up operation, following the review of the Contractor's site remediation plan and site take over report. | Twenty percent (20%) of the Contract Price |
| 2 | Submission and UNOPS’s acceptance of the Evaluation report on the adequacy of the transboundary licences. | Twenty percent (20%) of the Contract Price |
| 3 | Submission and UNOPS’s approval of the Monitoring report with detailed explanation on the packing activities performed, evaluating the compliance of the Contractor’s operations with the ToR of its contract.  This will be aligned with the Contractor’s submission of the Contractor’s Report No. 1 evidencing packing of 240 tons of the HCH waste and evidencing packing remediation of 653 tons HCH contaminated soil. | Thirty percent (30%) of the Contract Price |
| 4 | Submission and UNOPS’s approval of the Verification report confirming the disposal of the HCH waste and the HCH contaminated soil;  The Verification report will be aligned with the Contractor's submission of the Contractor's Report No. 2 evidencing disposal of 240 tons of the HCH waste and evidencing disposal of 653 tons of HCH contaminated soil. | Twenty percent (20%) of the Contract Price |
| 5 | Submission and UNOPS’s approval of the Verification report confirming Contractor’s reports on fulfilled activities. | Ten percent (10%) of the Contract Price |

* 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 [insert currency and amount in figures and words].
  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 [insert Annex number] 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 Director, [insert name of Director] RS MCO, UNOPS.
  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 after every milestone reached.
  6. Progress and final payments shall be effected 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.

1. **Notifications.**
   1. For the purpose of notifications under the Contract, the addresses of UNOPS and the Contractor are as follows:

**For UNOPS:**

| Name:  Title:  United Nations Office for Project Services (UNOPS)  RS MCO  Address: Tel:  Email: |
| --- |

**For Contractor:**

| Name:  Title:  Company:  Address:  Tel:  Email: |
| --- |

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:[insert name of authorised signatory of UNOPS]  Title:[insert title in capital blocks]  Date:[insert date] | The Contractor  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: [insert name of authorised signatory of The Contractor]  Title: [insert name in capital blocks]  [insert title in capital blocks]  Date:[insert date] |
| --- | --- |

# ANNEX 1: Special Conditions

N/A

# 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

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