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[Comments and instructions are in square brackets and highlighted in grey, and must be deleted before the document is finalized.]

## **Contract for Professional Services [Contract reference and number]**

### **INSTRUMENT OF AGREEMENT**

This Contract is made on the [insert] day of [insert month] 20[insert].

#### **Between**

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

(2) [insert name], a [insert type of company e.g. limited liability] company incorporated under the laws of [insert name of country] and having its registered address at [address], [insert name of city and country] (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 [insert summary description of the 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 [insert date] and shall complete the Services [Note to be deleted: choose either (a) “within [insert number] of [calendar/working] days or months] of such commencement” or (b) no later than [date].
- 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 Special Conditions included in Annex 1;
  - 3.1.2. The UNOPS General Conditions of Contract for the provision of Services included in Annex 2;
  - 3.1.3. This Instrument of Agreement;
  - 3.1.4. UNOPS' solicitation document, reference [insert reference number], dated [insert date], 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;
  - 3.1.5. The Breakdown of Costs included in Annex 4; [Remove if not relevant]
  - 3.1.6. The Contractors' proposal [reference [insert reference number], dated [insert reference date], as clarified by the agreed minutes of the negotiation meeting [dated [insert meeting date]], both documents 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 3 with due diligence and efficiency and in accordance with the Contract.

- 4.2. The Contractor shall provide the services of the following key personnel:

Name	Specialization	Nationality	Period of service
[insert name]	[insert specialization]	[insert nationality]	[insert period of service]
[insert name]	[insert specialization]	[insert nationality]	[insert period of service]

- 4.3. Any changes in the above key personnel shall require prior written approval of the Director, [insert name of Director] RO/OC UNOPS.
- 4.4. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 4.5. The Contractor shall submit to UNOPS the deliverables specified hereunder according to the following schedule:

**[LIST DELIVERABLES]**

**[INDICATE DELIVERY DATES]**

e.g.



- 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 price not to exceed [insert currency and amount in figures and words].
- 5.2. 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.
- 5.3. 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] RO/OC, UNOPS.
- 5.4. 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.
- 5.5. The Contractor shall submit original invoices for the work done every [insert period of time or milestones].

OR

- 5.5. The Contractor shall submit an original invoice for [insert amount and currency of the advance payment in figures & words] upon signature of this Contract by both Parties and original invoices for the work done every [insert period of time or milestones].

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- 5.6. 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.

## **6. Notifications.**

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

For UNOPS:

[Insert name of RO/OC Director]

Director

[RO/OC.....]

UNOPS

Address

Ref. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

[Insert contract reference and number]

Phone: [Insert phone number]

Fax: [Insert fax number]

Email: [Insert email address]

For the Contractor:

[Insert name, address, phone, and fax/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:

UNOPS

The Contractor

Name: [insert name of authorised signatory of UNOPS]

Title: [insert title in capital blocks]

Date: [insert date]

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

[Note to be deleted: The inclusion of Special Conditions must be approved by a UNOPS Legal Advisor. They should be incorporated in certain circumstances where changes and/or additions to the UNOPS General Conditions of Contract for the provision of Services or the Instrument of Agreement are required, either prior to issuing the solicitation documents, or as a result of the response received from the Contractor during the solicitation process. If the contract has no Special Conditions, insert here “Not applicable” and remove the content below.]

### Part 1 - Amended Clauses

The clauses within the UNOPS General Conditions of Contract for the provision of Services or the Instrument of Agreement are amended in the following manner. If nothing is stated, then no amended conditions apply.

No.	Clause Number	Revised Clause
1		
2		
3		
4		
5		
...		

### Part 2 - Added Clauses

The following additional clauses are included in the UNOPS General Conditions of Contract for the provision of Services or the Instrument of Agreement as specified below. If nothing is stated, then no additional conditions apply.

No.	Clause Number	New Clause
1		
2		
3		
4		
5		
...		

[Note to be deleted: if UNOPS agrees to make an advance payment under the contract, include the following new clause:]

[insert number]	Instrument of Agreement, clause 5.5 (in the case of Option 1) or 5.7 (in the case of option 2).	The advance payment to be made upon signature of the Contract by both parties is contingent upon receipt and acceptance by UNOPS of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNOPS.
[insert number]	Instrument of Agreement, clause 5.6 (in the case of Option 1) or 5.8 (in the case of option 2).	The amounts of the payments referred to under the preceding sub-section in clause 5 of the Instrument of Agreement shall be subject to a deduction of [insert percentage that the advance represents over the total price of the contract] % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment

[Note to be deleted: if Liquidated Damages apply insert the following clause. Please note that this provision should already be anticipated in the solicitation document:]

[insert number]	4.5 duplicate	Except under the circumstances of Force Majeure as described under the UNOPS General Conditions of Contract for the provision of Services, if the Contractor fails to perform the services within the period specified in the Contract, UNOPS may, without prejudice to any or all its other remedies under the Contract and if so stated, deduct from the Contract price, as liquidated damages, a sum equivalent to the percentage of 0.3% of the original total Contract price for each day of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, UNOPS may terminate the Contract pursuant to the UNOPS General Conditions of Contract for the provision of Services.
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[Note to be deleted: if Performance Security applies insert the following clause. Please note that this provision should already be anticipated in the solicitation document:]

[insert number]	Instrument of Agreement, clause 4.7	The Contractor shall furnish a Performance Security in the form of a bank guarantee in the amount of [insert amount] within 10 days of contract signature. The bank guarantee shall have an expiration date of [insert date]. If a Performance Security is to be submitted under this clause, UNOPS is entitled to withhold payments under the Contract until it receives such bank guarantee for performance or has withhold funds in an amount equal to that of the Performance Security.
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## **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**

[Add here the Schedule of Requirements]

## **ANNEX 4: Breakdown of Costs**

[Add here the Breakdown of costs. Remove Annex if not relevant]