



**BASIC MODEL CONTRACT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN UNOPS AND A COMPANY OR OTHER ENTITY**

Rev. 03, August 96

Date _____

Dear Sir/Madam,

Ref.: _____/ _____/ _____ **SPDC/80050/SERVICES/RFP-026**

The United Nations Office for Project Services (hereinafter referred to as "UNOPS"), wishes to engage your **[company/organization/institution]**, duly incorporated under the Laws of **SUDAN** (hereinafter referred to as the "Consultant") in order to perform consulting services in respect of **SURVEY & DESIGN OF TAWILA DAM** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1 Contract Documents

- 1.1 This Contract is subject to the UNOPS General Conditions for Professional Services, see <http://www.unops.org/english/whatweneed/Pages/Guidelinesforsuppliers.aspx> and attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Consultant and UNOPS also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) this letter;
 - b) UNOPS' Request for Proposal, **[reference....., dated]** and subsequent amendments and clarifications, assumed to be known to both parties, including the Statement of Work / Terms of Reference, attached hereto as Annex II;
 - c) the Consultant's technical proposal **[ref....., 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.
- 1.3 All the above shall form the Contract between the Consultant and UNOPS, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2 Obligations of the Consultant

- 2.1 The Consultant shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

- 2.2 The Consultant shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
....
....

- 2.3 Any changes in the above key personnel shall require prior written approval of the Head of Office, UNOPS SDPC.
- 2.4 The Consultant shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.5 The Consultant shall submit to UNOPS the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES] [INDICATE DELIVERY DATES]

e.g.

Progress report	.././....
.....	.././....
Final report	.././....

- 2.6 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 Consultant by **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.
- 2.7 The Consultant represents and warrants the accuracy of any information or data provided to UNOPS for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

3 Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNOPS shall pay the Consultant a price not to exceed **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 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 Consultant shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.

- 3.3 The Consultant 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 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of the Director, [.....] RO/OC, UNOPS.
- 3.4 Payments effected by UNOPS to the Consultant shall be deemed neither to relieve the Consultant of its obligations under this Contract nor as acceptance by UNOPS of the Consultant's performance of the Services.
- 3.5 The Consultant shall submit an invoice for [INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS] upon signature of this Contract by both parties and invoices for the work done every milestone .as specified below.
- Milestone 1 –After mobilization of Survey Team to site -10% of the contract value
 - Milestone 2 – On submission of the Preliminary Report - 30% of the contract value
 - Milestone 3 – On acceptance of the Final Report - 60% of the contract value
- 3.6 Progress and final payments shall be effected by UNOPS to the Consultant after acceptance of the invoices submitted by the Consultant to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNOPS. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4 Special conditions

- 4.1 No special conditions shall apply.

5 Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the Consultant for each payment under the Contract to the following address:



- 5.2 Invoices submitted by fax shall not be accepted by UNOPS.

6 Time and manner of payment

- 6.1 Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by UNOPS.
- 6.2 All payments shall be made by UNOPS to the following Bank account of the Consultant:
[NAME OF THE BANK]
[ACCOUNT NUMBER]
[ADDRESS OF THE BANK]

7 Entry into force. Time limits.

- 7.1 The Contract shall enter into force upon its signature by both parties.
- 7.2 The Consultant shall commence the performance of the Services not later than **[INSERT DATE]** and shall complete the Services within **[INSERT NUMBER OF DAYS OR MONTHS]** of such commencement.
- 7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8 Modifications

- 8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Consultant and **the Director, [.....] UNOPS.**

9 Notifications

- 9.1 For the purpose of notifications under the Contract, the addresses of UNOPS and the Consultant are as follows:

For the UNOPS:

[INSERT NAME OF RO/OC DIRECTOR]
Director
[RO/OC.....]
UNOPS
Address
Ref. _____/_____/_____
[INSERT CONTRACT REFERENCE & NUMBER]
Phone: _____
Fax: _____
Email: _____

For the Consultant:

[Insert Name, Address, Phone and Fax/Email]

10 Good Faith

- 10.1 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.

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME OF THE RO/OC DIRECTOR]

Director

[.....] RO/OC

For [Insert name of the company/organization]

Agreed and Accepted:

Signature _____

Name _____

Title _____

Date _____

ANNEX I**UNOPS GENERAL CONDITIONS OF CONTRACT
FOR PROFESSIONAL SERVICES**

<http://www.unops.org/english/whatweneed/Pages/Guidelinesforsuppliers.aspx>

ANNEX II**STATEMENT OF WORK**

ANNEX [INSERT ANNEX NUMBER]

BREAKDOWN OF COSTS