

Call-Off Order

<p>This document is ancillary to, and incorporates, the terms of the Long Term Agreement LTA-202X-XXX between XXXXX and UNOPS dated XXXX. It will be considered as a valid Call-off Order when signed by both Parties</p> <p>[Yellow highlighted text is for guidance purposes only and should be replaced and deleted as appropriate]</p>	
Call off order reference number	[Consultant Name / No. of order / Month / year]
Project Reference	[Project Name] [Project Number]
Scope of services	
Contract Details	Schedule 1 : Contract Details [Please refer to Schedule 1 attached]
Project Specific Information	Schedule 2 : Project Specific Information [Please refer to Schedule 2 attached]
Requirements of the Employer	Schedule 3 : Requirements of the Employer [Please refer to Schedule 3 attached]
Language of services	
Contract Schedules Provided by the Consultant	Schedule 4 : Contract Schedules Provided by the Consultant [Please refer to Schedule 4 attached]
Schedule of Forms	Schedule 5 : Schedule of Forms [Please refer to Schedule 5 attached]
Additional Notes	[Include here other pertinent issues, including but not limited to Security arrangements for Consultant staff if applicable]
Consultant Contact	[Name of consulting firm's Focal Point to manage the engagement, with title, phone number, and email address]

UNOPS Contact	[Name of UNOPS Service Focal Point to manage the engagement, with title, phone number and email address]
---------------	--

<p>Signed on behalf of the Consultant by:</p> <p>Authorised Representative Name: Title: Date:</p>	<p>Signed on behalf of UNOPS by:</p> <p>Project Manager Name: Title: Date:</p> <p>Procurement Authority Name: Title: Date:</p>
---	--

SCHEDULE 1

CONTRACT DETAILS

1.1 Details Provided by the Employer

Sub-Clause No.	Description	Details
1.1	Country	Name: <div></div> <div></div>
1.4.1	Agreed system of electronic transmission	<input type="checkbox"/> Email: <div></div> <div></div> <input type="checkbox"/> If others, specify: <div></div> <div></div>
1.4.1	Employer's Address for Communication	Name: <div></div> <div></div> Position title: <div></div> <div></div> Address: <div></div> <div></div> Email address: <div></div> <div></div> Telephone/Mobile number: <div></div> <div></div>
2.2	Employer's Representative	Name: <div></div> <div></div> Address: <div></div> <div></div> Email Address: <div></div> <div></div> Telephone/Mobile number: <div></div> <div></div>

3.2.1	Performance Security Amount	<input type="checkbox"/> % of the Accepted Contract Amount <input type="checkbox"/> Not applicable
3.2	Permitted Guarantors for Performance Security	<input type="checkbox"/> Bank or financial institutions approved by the Employer <input type="checkbox"/> Bank approved by Employer
4.2.1	Commencement Date	___/___/___
4.2.4	Liability Period	___ Years
4.3.1	Time for Completion	___ months/___ days
4.4.5	Delay Damages	<input type="checkbox"/> Amount per day: ___ USD <input type="checkbox"/> % of the Accepted Contract Amount per day
4.4.6	Aggregate maximum amount of Delay Damages	___ % of the Accepted Contract Amount
7.2.2	Annual rate of financing charges for delayed payment	___ %
7.3	Currencies of Payment	Currency 1: ___ Currency 2: ___
7.3	Proportions of Currencies	Currency 1: ___ Currency 2: ___
7.8.2	Advance Payment Amount	<input type="checkbox"/> % of the Accepted Contract Amount <input type="checkbox"/> ___ USD <input type="checkbox"/> Not applicable
7.8.3	Permitted Guarantors	<input type="checkbox"/> Bank or financial institution(s) approved by the Employer <input type="checkbox"/> Bank approved by Employer
7.8.6	Advance repayment amount	<input type="checkbox"/> % of the value of Services completed <input type="checkbox"/> Not applicable
8.4.1	Limit of Liability	___ USD

1.2 Details Provided by the Employee

Sub-Clause No.	Description	Details
1.1	Accepted Contract Amount	Amount in words: _____ _____

		Amount in figures: <div></div> <div></div>
1.3	Consultant's address for communication	Name: <div></div> <div></div> Position title: <div></div> <div></div> Address: <div></div> <div></div> Email Address: <div></div> <div></div> Telephone/Mobile number: <div></div> <div></div>
4.3	Consultant's Representative	Name: <div></div> <div></div> Position title: <div></div> <div></div> Address: <div></div> <div></div> Email Address: <div></div> <div></div> Telephone/Mobile number: <div></div> <div></div>

SCHEDULE 2

PROJECT SPECIFIC INFORMATION

2.1 Project Details

(Brief description of the project including title, location, background and other relevant details along with details of the Works for which the Services is required)

2.2 Locations Plan

Below breakdown can be used as a reference to develop locations plan:

1. General description of location and boundaries
2. General description of the parts of the Location that will be provided access to and the times of access (in accordance with Sub-Clause 2.1 of General Conditions):
3. Description of access routes, access timing and any access restrictions
4. Description of other surrounding sites and any related interface issues
5. Description of approved location for the Consultant's Location facilities (if any)
6. Description of arrangements at Locations that is to be provided to the Employer (if any)
7. Description of disposal areas (within the Location or outside the Location if any)
8. Description of any Location security requirements
9. Any other relevant Location details

SCHEDULE 3

REQUIREMENTS OF THE EMPLOYER

3.1 Scope of Services

(In accordance with Sub-Clause 3.1 of the General Conditions)

Below breakdown can be used as a reference to describe the Scope of Services

1. The background, purpose and function of the Services
2. Project Stakeholders
3. Comprehensive and explicit scope of the Services
4. Any pertinent details and technical information relevant to the successful execution and completion of the Services
5. The standards, codes and regulatory requirements the Consultant shall use and comply in the performance of its obligations under the Contract
6. Key responsibility and liability matrix as indicated in the General Conditions and Particular Conditions, if any
7. Health, Safety, Social and Environmental (HSSE) requirements
(In accordance with Sub-Clause 3.16 of the General Conditions)
8. Quality Management System:
(In accordance with Sub-Clause 3.18 of the General Conditions)
9. The list of all Deliverables and/or the Consultant's Documents related to the Services
10. Specific tools required such as software to be used to develop the Deliverables and the format of presentation of the Deliverable
11. Information on the Review and Approval Process (UNOPS and any other as required)
12. Employer-Supplied Personnel and Services of Others, Employer's Equipment and Employer's Facilities:
(Details in accordance with Sub-Clause 2.6 of the General Conditions)
13. Any other details as relevant

3.2 Consultant's Delegation

(In accordance with Sub-Clause 3.9.1 of the General Conditions)

3.3 Valuation and Payment

(Based on actuals on monthly basis or based on the following payment schedule

In accordance with Sub-Clause 7.1 of the General Conditions)

No.	Milestone	Amount	Target date
1		<input type="text"/> % of Accepted Contract Amount	
2			
3			
4			
5			
6			

3.4 Programme Requirements

(Description of the requirements associated with the Programme, in accordance with Sub-Clause 4.3 of the General Conditions)

3.5 Nominated Sub-consultants

(Details of Nominated Sub-consultants, in accordance with Sub-Clause 1.7.5 of the General Conditions)

3.6 Employer's Delegations

3.7 Key Personnel Requirements

(Details of Key Personnel requirements in accordance with Sub-Clause 3.6 of the General Conditions)

No.	Position description/title	Required qualification	Area of experience required	Years of relevant experience required
1				
2				
3				
4				
5				

3.8 Equipment and Machinery Requirements

3.9 Insurance Requirements

(Details in accordance with Sub-Clause 9.1 of the General Conditions)

1. Define the policy limit and length of cover of required Professional Indemnity Insurance to be maintained by the Consultant for the specific assignment based on local law and regulations, and informed by the value of the works and services supplied
2. Define the limit of Public Liability Insurance to be maintained by the Consultant for the full duration of the project, based on local law and regulations, and informed by the value of the works and services supplied
3. Define the limit of Employers Liability Insurance to be maintained by the Consultant for the full duration of the project based on local law and regulations, and informed by the value of the works and services supplied

SCHEDULE 4

CONTRACT SCHEDULES PROVIDED FROM THE CONSULTANT

4.1 PAYMENT

4.1.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNOPS shall pay the Consultant a contract price of [insert currency and amount in figures and words], as per the resources and rates defined in Schedule 7.

The breakdown of the costs are as follows:

Name	Role	Experience Band	Project / Discipline Type	Daily Rate (USD)	Number of Days	Totals (USD)

4.1.2 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 Consultant in the performance of the Contract.

4.1.3 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.

4.1.4 UNOPS shall effect payments to the Consultant after acceptance by UNOPS of the invoices submitted by the Consultant to the address specified, upon achievement of the corresponding milestones and for the amounts specified in 1.6 below

4.1.5 Any expenses (e.g. to cover travel costs) must be agreed by UNOPS in advance

4.1.6 The payment schedule should be as follows:

The following is an example

Milestone	Amount	Target date
Inception report	10% contract price	1 month after contract signing
Preliminary Engineering design Report and drawings (submit for review)	20% of contract price	2months after of contract signing
Detailed engineering design, Drawings (final), Bills if Quantities, Specification, Quality control & assurance plan, Operational & maintenance manual (Draft submitted for review)	30% of contract price	3 months after contract signing
Final detailed engineering design (All deliverables accepted and approved) (Final)	20% contract price	4 months after contract signing
Design Approval	20% contract price	After the design has been approved by the Client

Technical Support during construction and through final completion	As per the scheduled rates for technical support services below.	Upon Substantial Completion of the Works Upon Final Completion of the Works
--	--	--

Include Schedule of Rate for Technical Support Services During Construction

4.2 Programme

(In accordance with Sub-Clause 4.3 of the General Conditions)

Milestone	Target date	Reviews
Inception report	1 month after contract signing	
Preliminary Engineering design Report and drawings (submit for review)	2 months after of contract signing	Submit for review
Detailed engineering design, Drawings (final), Bills of Materials, Specification, Quality control & assurance plan, Operational & maintenance manual (Draft submitted for review)	3 months after contract signing	Submit for review
Final detailed engineering design (All deliverables accepted and approved) (Final)	4 months after contract signing	submit final deliverables
Design and Assistance during Contractor Procurement and Construction	When instructed or as required	

4.3 Method Statement

(Description of the arrangements and methods which the Consultant proposes to adopt for carrying out the Services including the Health, Safety, Social and Environmental Management and Quality Management System)

4.4 Key Personnel

(Details of Key Personnel in accordance with Sub-Clause 3.6 of the General Conditions)

No.	Position description	Name	Qualification	Years of relevant experience
1				
2				
3				
4				
5				

4.5 Organizational Structure

4.6 Sub-consultants

(Details of Sub-consultants in accordance with Sub-Clause 3.8 of the General Conditions)

No.	Description of the Sub-consultant Services	Name of the
-----	--	-------------

		Sub-consultants
1		
2		
3		
4		
5		

4.7 Consultant's Equipment and Machinery

(Details of Consultant's equipment and machinery)

4.8 Insurance Details

SCHEDULE 5

SCHEDULE OF FORMS

5.1 Form for Advance Payment Security

ADVANCE PAYMENT SECURITY

[On the letterhead of the institution issuing the security]

Date: ____/____/____

Advance Payment Security Number: [#####]

To: UNOPS
[insert address of the Employer]

We have been informed that you have entered into a Contract dated [insert date] with [insert company name] (hereinafter called the “**Consultant**”) titled [insert contract title] with Contract No. [insert number] for the [insert name of the project] for certain services (hereinafter called the “**Services**”) to be undertaken by the Consultant (hereinafter called the “**Contract**”).

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment security. At the request of the Consultant, we irrevocably and unconditionally notwithstanding any objection which may be made by the Consultant and without any right of set-off or counterclaim, undertake with you that whenever you give written notice we agree to pay you on demand immediately any sum or sums not exceeding in total an amount of [insert amount(s) in words (and figures) with the relevant currency], (hereinafter called the “**Guaranteed Sum**”) upon receipt by us of your first demand in writing declaring that the supplier is in breach of its obligation under the Contract with respect to the advance payment. It is a condition for any claim and payment under this guarantee to be made, that the advance payment referred to above must have been received by the Consultant.

This Guarantee for Advance Payment (hereinafter called the “**Guarantee**”) is valid and will continue to be valid from the date of this letter and until the Guaranteed Sum has been recovered by you. The Guaranteed Sum shall reduce automatically proportionally to the part of the advance payment you have recovered according to the terms and conditions for the Advance Payment. This Guarantee will automatically expire upon us receiving from you certification that the Guaranteed Sum has been fully repaid by the Consultant.

Any payment by us to you in accordance with this Guarantee must be in immediately available and freely transferable [insert currency] free and clear of and without any deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed.

Our obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations. Additionally, our obligations do not require any previous notice to be given to the Consultant and do not require that any claim be made against the Consultant. Further, our obligations will not be discharged and will not be otherwise prejudiced or adversely affected by any:

- time, lenience or tolerance which you may grant to the Consultant;
- amendment, modification or extension which may be made to the Contract or the Services performed under the Contract;
- intermediate payment or other fulfilment made by us;
- change in the constitution or organization of the Consultant; or
- other matter or thing which in the absence of this provision would or might have that effect, except a discharge or amendment expressly made or agreed to by you in writing.

This Guarantee may not be assigned by you to any third party, without our prior written consent, which must not be unreasonably withheld. You must notify us in writing of any assignment, after which we must make

any payment claimed under this Guarantee to the person, firm or company specified in the notice which will constitute a full and valid release by us in relation to that payment.

Any notice required by this Guarantee is deemed to be given when delivered (in the case of personal delivery) or forty-eight (48) hours after being dispatched by prepaid registered post or recorded delivery (in the case of letter) or as otherwise advised by and between the parties.

We agree that part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Consultant, and this security may be exchanged or surrendered without in any way impairing or affecting our abilities under this Guarantee without notice to us and without the necessity of any additional endorsement, consent or guarantee by us, provided, however, that the Guaranteed Sum does not increase.

No action, event or condition which by any applicable law may operate to free us from liability under this Guarantee will have any effect. We waive any right we may have to apply such law so that in all respects our liability under this Guarantee will be irrevocable and, except as stated in this Guarantee, unconditional in all respects.

Capitalized words and phrases used within this Guarantee have the same meanings as are given to them in the Contract.

This Guarantee is governed by the Uniform Rules for Demand Guarantees (2010 Revision), International Chamber of Commerce Publication No. 758, provided that the supporting statement under Article 15 (a), and Articles 34 and 35 are excluded. Any disputes arising out or in connection with this Guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then in effect, the language of the proceedings being English.

Nothing in or relating to this Guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs, of which UNOPS is an integral part, which are hereby expressly reserved.

IN WITNESS of which the [insert name of the institution issuing the guarantee] has duly executed this Guarantee on the date stated above.

SIGNED by

Name:

Title:

Institution:

Date:

Signature:

Name of witness (block letters):

Occupation of witness:

Address of witness:

Signature of witness:

ADDRESS FOR NOTICES [insert address]

5.2 Form for Performance Security

PERFORMANCE SECURITY

[On the letterhead of the institution issuing the security]

Date: ____/____/____

Performance Security Number: [#####]

To: UNOPS
[insert address of the Employer]

We have been informed that you have entered into a Contract dated [insert date] with [insert company name] (hereinafter called the “**Consultant**”) titled [insert contract title] with Contract No. [insert number] for the [insert name of the project] for certain services (hereinafter called the “**Services**”) to be undertaken by the Consultant (hereinafter called the “**Contract**”).

We, irrevocably and unconditionally undertake with you that whenever you give written notice to us stating that in your sole and absolute judgment the Consultant has failed to observe or perform any of the terms, conditions or provisions of the Contract on its part to be observed or performed, we will, notwithstanding any objection which may be made by the Consultant and without any right of set-off or counterclaim, immediately pay to you or as you may direct such an amount as you may in such notice require not exceeding the sum of [insert amount equivalent to 5 or 10 % of the Accepted Contract Amount in words (and figures) with the relevant currency] (hereinafter called the “**Guaranteed Sum**”).

This Performance Security (hereinafter called the “**Guarantee**”) is valid and will continue to be valid and enforceable from the date of this letter for the Guaranteed Sum until the issue of the Final Completion of the Services. This Guarantee will automatically expire on the issue of the Final Completion Certificate or, if a dispute arises under the Contract, after the final determination of that dispute, whichever occurs later. Promptly after expiration of the Guarantee, UNOPS shall return the Guarantee to the Consultant.

Any payment by us in accordance with this Guarantee must be in immediately available and freely transferable [insert currency] free and clear of and without any deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed.

Our obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim against the Consultant and will not be discharged or otherwise prejudiced or adversely affected by any:

- time, lenience or tolerance which you may grant to the Consultant;
- amendment, modification or extension which may be made to the Contract or the Services performed under the Contract;
- intermediate payment or other fulfilment made by us;
- change in the constitution or organization of the Consultant; or
- other matter or thing which in the absence of this provision would or might have that effect, except a discharge or amendment expressly made or agreed to by you in writing.

This Guarantee may not be assigned by you to any third party, without our prior written consent, which must not be unreasonably withheld. You must notify us in writing of any assignment, after which we must make any payment claimed under this Guarantee to the person, firm or company specified in the notice which will constitute a full and valid release by us in relation to that payment.

Any notice required by this Guarantee is deemed to be given when delivered (in the case of personal delivery) or forty-eight (48) hours after being dispatched by prepaid registered post or recorded delivery (in the case of letter) or as otherwise advised by and between the parties.

We agree that part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Consultant, and this Guarantee may be exchanged or surrendered without in any way impairing or affecting our liabilities under this Guarantee without notice to us and without the necessity of any additional endorsement, consent or guarantee by us, provided, however, that the Guaranteed Sum does not increase or decrease.

No action, event or condition which by any applicable law may operate to free us from liability under this Guarantee will have any effect. We waive any right we may have to apply such law so that in all respects our liability under this Guarantee will be irrevocable and, except as stated in this Guarantee, unconditional in all respects.

Capitalized words and phrases used within this Guarantee have the same meanings as are given to them in the Contract.

This Guarantee is governed by the Uniform Rules for Demand Guarantees (2010 Revision), International Chamber of Commerce Publication No. 758, provided that the supporting statement under Article 15 (a), and Articles 34 and 35 are excluded. Any disputes arising out or in connection with this Guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then in effect, the language of the proceedings being English.

Nothing in or relating to this Guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs, of which UNOPS is an integral part, which are hereby expressly reserved.

IN WITNESS of which then [insert name if the institution issuing the Guarantee] has duly executed this Guarantee on the date stated above.

SIGNED by

Name:

Title:

Institution:

Date:

Signature:

Name of witness (block letters):

Occupation of witness:

Address of witness:

Signature of witness:

ADDRESS FOR NOTICES [insert address]

