

## Section IV: Contract Forms

**eSourcing reference:** ITB/2023/49547

### IV-1: UNOPS General Conditions of Contract

In the event of a Contract, the following General Conditions of Contract will apply:

- UNOPS General Conditions of Contract for the provision of Goods and Services

The conditions are available at: <https://www.unops.org/business-opportunities/how-we-procure>

## IV-2: UNOPS Special Conditions of Contract

The following Special Conditions of Contract shall supplement and/or amend the UNOPS General Conditions of Contract. Whenever there is a conflict, the provisions herein prevail over those in the General Conditions of Contract. The corresponding Clause number of the General Conditions of Contract is indicated in the left column of the below table.

Clause in General Conditions of Contract	Special Condition of Contract

## IV-3: UNOPS sample contract for Goods

### 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 Goods.

1. UNOPS intends to retain the Contractor to provide certain Goods [and related services, remove if there are no related services] regarding [insert summary description of the goods [and related services if applicable]].
2. The Contractor has represented to UNOPS that it has the appropriate experience, expertise, licences, and resources to provide the goods on the terms and conditions set forth in this 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 provide the Goods [and related services, remove if there are no related 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 Contract upon signature by both Parties and shall deliver the Goods by [insert date]. [[Remove if there are no related services:] The Contractor shall perform the related Services [choose either (a) "within [insert number of calendar/working days or months] of the commencement of performance" or (b) "no later than [date]"].
3. All time limits contained in this Contract shall be deemed to be of the essence in respect of the provision of the Goods [and related services, remove if there are no related 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 (remove if not relevant);

2. The UNOPS General Conditions of Contract for the provision of Goods [and related services, remove if there are no related services] included in Annex 2;

3. This Instrument of Agreement;

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;

5. The Price List included in Annex 4; [Remove if not relevant]

6. The Contractors' bid [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. Provision of Goods [and related Services, remove if there are no related services].**

1. The Contractor shall perform the Contract and provide the Goods [and related services, remove if there are no related services] described in Annex 3 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 in accordance with the Contract, UNOPS shall pay the Contractor a fixed contract price of [insert currency and amount in figures and words].

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 provision of the Goods [and related services, remove if there are no related 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 Goods [and related services, remove if there are no related 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.

#### **5. Notifications.**

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.

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 Goods [and related services, remove if there are no related 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 Goods [and related services, remove if there are no related 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 Goods [and related services, remove if there are no related 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		
...		

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

[https://content.unops.org/service-Line-Documents/Procurement/UNOPS-General-Conditions-Goods-2017\\_EN.PDF](https://content.unops.org/service-Line-Documents/Procurement/UNOPS-General-Conditions-Goods-2017_EN.PDF)

[https://content.unops.org/service-Line-Documents/Procurement/UNOPS-General-Conditions-Goods-and-Services-2017\\_EN.PDF](https://content.unops.org/service-Line-Documents/Procurement/UNOPS-General-Conditions-Goods-and-Services-2017_EN.PDF)

## **ANNEX 3: Schedule of Requirements**

## **ANNEX 4: Price List**

## IV-4: Performance Security Form (BANK GUARANTEE)

Note to bidders: This form, when required, shall only be completed by the successful Bidder after contract award. The bank, as requested by the successful bidder, shall fill in this form in accordance with the instructions indicated.

**Date:** [Insert date (as day, month, and year) of submission]

**ITB No. and title:** [xx-xxx and title of ITB]

**Bank's Branch or Office:** [Insert complete name of guarantor]

**Beneficiary:** [Insert legal name and address of UNOPS]

**Performance Guarantee No.:** [Insert Performance Guarantee number]

We have been informed that [insert complete name of supplier] (hereinafter called "the supplier") has entered into Contract No. [Insert number] dated [Insert day and month], [Insert year] with you, for the supply of [description of goods and related services] (hereinafter called "the contract"). Furthermore, we understand that, according to the conditions of the contract, a Performance Guarantee is required.

At the request of the supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s)<sup>1</sup> in figures and words], upon receipt by us of your first demand in writing declaring the supplier to be in default under the contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee shall expire no later than the [insert number] day of [insert month] [insert year],<sup>2</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (2010 Revision), International Chamber of Commerce Publication No. 758, except that the supporting statement under article 15(a) is excluded.

[Signatures of authorized representatives of the bank and the supplier]

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<sup>1</sup> The bank shall insert the amount(s) specified in the SCG and denominated, as specified in the SCG, either in the currency(ies) of the Contract or a freely convertible currency acceptable to UNOPS.

<sup>2</sup> Dates established in accordance with Clause 12 of the General Conditions of Contract ("GCG"). UNOPS should note that in the event of an extension of the time to perform the Contract, UNOPS would need to request an extension of this Guarantee from the Bank. Such request must be in writing, and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, UNOPS might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed one year in response to UNOPS's written request for such extension. Such a request is to be presented to us before the expiry of the Guarantee."