

Contract for Professional Services

INSTRUMENT OF AGREEMENT

Ref.: _____ / _____ / _____ [Insert project number and title]

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, (“**UN**”); 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 referred to hereinafter as the “**Parties**”);

In order to

(3) perform services in respect of [insert summary description of the services] (hereinafter referred to as the “**Services**”), in accordance with this Contract.

1. Scope of the Services

- 1.1. UNOPS intends to retain the Contractor for the implementation of the Services, and the Contractor intends to provide 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. The Contractor is expected to provide the Services as per the indicative timelines in Clause 2.2 and the Schedule of Requirements. However, the provision of the Services past [30 June 2021] is subject to funding outside the control of UNOPS, and as such, UNOPS reserves the right to terminate the Contract as at [insert termination date] due to lack of funds. In such case, UNOPS shall provide a written notice to the Contractor of any termination due to lack of funds by [insert deadline for notice period].

- 2.4. 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; including the following Appendices:

Appendix A: Monthly Progress Report

Appendix B: Asset Log and Useful Life of Assets

Appendix C: Case Study Guidelines for UNMAS Contractors and Grantees

- 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	Position	Nationality	Gender	Period of Service
[Insert Name]	[Insert Position]	[Insert Nationality]	M/F	[Insert Period of Service]
[Insert Name]	[Insert Position]	[insert nationality]	M/F	[Insert Period of Service]

- 4.3. Any changes in the above Key Personnel shall require prior written approval by UNOPS, pursuant to Article 3 of Annex 2, and using the template provided in Annex 5.
- 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 Report(s)/Deliverables in accordance with the Schedule of Payments outlined in Clause 5.4.

- 4.6. 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 Contractor by [MAIL, COURIER AND/OR FAX] to the address specified in Clause 6.1 below.

5. Price and Payment

[Note to be deleted: Select either Option 1 or 2 below and remove the other one]

[Note to be deleted: Option 1 (fixed price)]

- 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 fixed Contract Price of [insert currency and amount in figures and words].
- 5.2. 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.
- 5.3. 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.
- 5.4. 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 in the Schedule of Payments below:

Item No.	Report/Deliverable	Reporting Period	Deadline for Receipt of Report	Target Payment Date	Amount

[Note to be deleted: Option 2 (cost reimbursement)]

- 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].

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:

Name:
Title:
Peace and Security Cluster
United Nations Office for Project Services (UNOPS)
New York, NY USA
Tel:
Email:

For Contractor:

Name:
Title:
Company:
Address:
Tel:
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:

FOR UNOPS:

[Name]
[Title]
Peace and Security Cluster
Date: XX Month 2020

FOR THE CONTRACTOR:

[Name]
[Title]
[Department]
Date: XX Month 2020

ANNEX 1: Special Conditions

Part 1 - Amended Articles/Clauses

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

Item No	Document	Article/Clause Heading and Number	Revised Article/Clause
1	UNOPS General Conditions of Contract for the Provision of Services	Responsibility for Employees, Article 2.4.2	Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNOPS, which shall not be unreasonably withheld. Should any of the Contractor's Key Personnel be suspended pending an investigation conducted by the Contractor and/or UNOPS into alleged misconduct or proscribed practice (including but not limited to Sexual Harassment, and Sexual Exploitation as defined in Article 28 below); or terminated on the basis of misconduct or proscribed practice following such an investigation; the Contractor shall immediately notify UNOPS of the suspension or termination, and provide, at its own expense in accordance with Article 2.4.4 below, a suitably qualified replacement that shall, pursuant to Article 2.4.3 below, become fully operational as soon as possible following the review and acceptance of the qualifications of the replacement personnel by UNOPS.
2	UNOPS General Conditions of Contract for the Provision of Services	Insurance and Liability, Article 6.5.1	... name the UNOPS and the Secretariat (United Nations) as additional insured parties, including, if required, as a separate endorsement under the policy.
3	UNOPS General Conditions of Contract for the Provision of Services	Insurance and Liability, Article 6.5.2	...include a waiver of subrogation of the Contractor's insurance carrier's rights against the UNOPS and the Secretariat (United Nations).
4	UNOPS General Conditions of Contract for the Provision of Services	Equipment Furnished by UNOPS to the Contractor, Article 8 in its entirety.	<p>8.1 Types of Assets</p> <p>8.1.1 This Contract envisages the use by the Contractor in the completion of the Services of the following four categories of assets:</p> <p>(a) Category 1: An asset purchased not using funds in this Contract. For greater clarity, this includes any separately identifiable assets leased to UNOPS for the furtherance of Services in this Contract.</p>

			<p>(b) Category 2 (Non-expendable): An asset provided by UNOPS or purchased using funds in this Contract, which has a value of US \$2,500 or higher at the time of purchase.</p> <p>(c) Category 3 (Non-expendable): An asset provided by UNOPS or purchased using funds in this Contract, which has a value under US \$2,500 at the time of purchase but is considered an attractive or special item.¹</p> <p>(d) Category 4 (Expendable): Items provided by UNOPS or purchased using funds in this Contract, which is not included in Category 2 or Category 3.</p> <p>8.1.2 All assets falling into Category 1 shall be clearly marked in a manner that allows such assets to be differentiated from assets in Categories 2, 3 and 4.</p> <p>8.1.3 Category 1 assets remain the property of the Contractor at all times.</p> <p>8.1.4 Unless otherwise decided by UNOPS, Category 4 assets shall automatically become the property of the Contractor upon purchase of the assets by the Contractor if included in the Contractor's financial proposal OR upon initial handover of the Category 4 assets provided by UNOPS to the Contractor for the duration of the contract, subject to the following conditions:</p> <p>a) The Contractor, shall accept such assets handed over on an "as is" basis.</p> <p>b) For any Category 4 assets not consumed during the life of the Contract, ownership of the assets shall, at UNOPS' discretion:</p> <p>i) Be vested in a subsequent contractor identified by UNOPS, and handed over to that contractor as part of the Demobilisation Phase; or</p> <p>ii) Revert to UNOPS, in which case the Assets shall be returned in accordance with Article 8.4 below;</p> <p>8.2 Use of Assets</p> <p>8.2.1 Any asset(s) falling into Categories 1, 2, 3 or 4 that shall be used exclusively by the Contractor for the purposes of delivering the Services during the Implementation Period are hereinafter referred to as the "Asset(s)". Breach of this</p>
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¹ Attractive and special items are deemed any items that have a serial number and is expected to last longer than 12 months. If the Contractor is unsure whether an asset is considered "attractive" or "special", the Contractor shall seek advice from UNOPS.

			<p>Article shall constitute grounds for termination of this Contract in accordance with Article 13.1.</p> <p>8.2.2 Assets falling into Categories 2, 3 or 4 remain the property of UNOPS at all times but shall remain in the Contractor's custody. These Assets are governed by the following right of use conditions:</p> <p>(a) The right of use of these Asset(s) is unilaterally revocable by UNOPS at any time. UNOPS may revoke the Right-of-Use with immediate effect and demand return, within fifteen (15) calendar days, of any or all Asset(s) in a fit condition subject only to normal wear and tear. Any revocation of Asset(s) shall trigger an immediate discussion between the Parties regarding the Contractor's obligations in respect of the Asset(s):</p> <p>i. In cases where the right of use of the Asset(s) is revoked for reasons beyond the control of the Contractor, the Contractor shall not be responsible for non-performance of its contractual obligations that are dependent on the uninterrupted right of use of the Asset(s).</p> <p>ii. In cases where the right of use of the Asset(s) is revoked as a consequence of the actions or omissions of the Contractor, but the Contract is not terminated, UNOPS and the Contractor shall consult in good faith to ensure the necessary contingencies in respect of the Asset(s) are reached in order to allow the Contractor to continue performing its contractual obligations.</p> <p>(b) The Contractor agrees that the Asset(s) will be deployed exclusively to its duly authorized and responsible personnel for the purposes of delivering the Services under the Contract.</p> <p>(c) Before handover of the Asset(s) from UNOPS to the Contractor, the relevant UNOPS Asset Handover Form must be completed and signed by the authorized representatives of both Parties; and the Contractor must, pursuant to Article 6.2 above, take out and provide proof of insurance coverage for the Asset(s), which shall:</p> <p>i. Include third party liability coverage;</p> <p>ii. Name UNOPS and the Secretariat (United Nations) as additional insured parties, including, if required, as a separate endorsement under the policy;</p>
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			<ul style="list-style-type: none"> iii. Include a waiver of subrogation of the Contractor's insurance carrier's rights against UNOPS and the Secretariat (United Nations); iv. Provide that UNOPS shall receive written notice from the Recipient's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; v. Include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNOPS; and vi. Include the insurance Policy Number and the contact details of the insurance provider. <p>(d) The Contractor shall be solely responsible for the Asset(s), their conditions and their use, including compliance with regulations or laws for use in the locations indicated above and any third party claims related to such use.</p> <p>(e) The Contractor shall properly operate and maintain the Asset(s) and bear all costs associated therewith. The Contractor shall be wholly responsible for the provision of a scheduled maintenance program and shall assume the costs of all spare parts, servicing and maintenance and repairs where necessary. The Contractor shall maintain proof of maintenance, including service records.</p> <p>(f) The Contractor shall provide appropriate personnel to operate the Asset(s). Any such personnel shall be duly qualified for operating the Asset(s) and be licensed if so required in the territory of operation. The Contractor shall also provide appropriate death and disability insurance for any personnel responsible for operating any of the asset(s). UNOPS undertake no responsibilities whatsoever in respect of life, health, accident, travel or any other insurance coverage of any person operating the asset(s).</p> <p>(g) In addition to the monthly update of the Annex 3, Appendix B: "Asset Log and Useful Life of Assets", the Contractor shall provide a written report to UNOPS every six months on its use of the Asset(s), including the condition and the current location of the Asset(s).</p>
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			<p>(h) Any Asset(s) that is/are covered by a warranty will be annotated accordingly in Annex 3, Appendix B: "Asset Log and Useful Life of Assets".</p> <p>i. Any repairs, servicing and/or maintenance on the Asset(s) is to be carried out in full compliance with the terms of the relevant warranty for the Asset(s). Full details of the repairs, servicing and/or maintenance relating to the Asset(s) are to be included in the Contractor's biannual report on its use of the Asset(s) and on final handover of the Asset(s). Documentary evidence of the repairs, servicing and/or maintenance shall be provided on final handover of the Asset(s).</p> <p>(i) The Contractor agrees to obtain the prior written agreement of UNOPS before redeploying the Asset(s) for any other purpose or to any location other than specified in the Contract. Under no circumstances may the Recipient sell, transfer, exchange, lend, or otherwise transfer custody of the Asset(s) to any person or entity without the prior written consent of UNOPS.</p> <p>8.3 Category 2 and 3 Assets: Inventory Management</p> <p>8.3.1 Category 2 and 3 assets must be strictly controlled and accounted for on a regular basis. Complete and accurate records shall be kept in respect of these assets. Records shall ensure the sufficiency, accuracy and integrity of information.</p> <p>8.3.2 Where the Contractor purchases Category 2 and 3 assets, the following information and supporting documents are required for each purchase and to be provided to UNOPS in both hard copy (original) and electronic version:</p> <ul style="list-style-type: none"> (a) Billed cost of asset, including a notional breakdown of asset cost, freight cost, insurance cost, installation cost, customs clearance cost, and other related cost; (b) Receipt and Inspection Report (RIR); (c) Import documentation; (d) Registration. <p>8.3.3 All assets purchased by the Contractor shall be inspected on arrival in-country by a UNOPS representative and documented in the RIR. A UNOPS representative will tag all Category 2 and 3 assets.</p> <p>8.3.4 In countries where purchases of Category 1, 2 and 3 assets by a Contractor are considered exempt from national taxes as per an agreement between UNOPS and the</p>
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			<p>Government, the Contractor may request UNOPS to provide a tax exemption support letter. (The Contractor may request clarification from UNOPS regarding the existence of an agreement between UNOPS and the Government.) In such cases, in the event the Contractor nevertheless pays taxes on the purchase of a Category 1, 2 or 3 asset, UNOPS may deduct the amount of the taxes paid from the Contractor's payments.</p> <p>8.3.5 The Contractor shall provide UNOPS with an updated Asset Log of all Category 2 and 3 assets every month. The template for the Asset Log is attached at Annex 3, Appendix B.</p> <p>8.3.6 The Contractor shall be responsible for inventory control in terms of reconciling and resolving any discrepancies between the physical inventory count and the existing inventory records. Information derived from physical inspections shall be reconciled with available records as soon as possible.</p> <p>8.3.7 The Contractor shall perform periodic inventory reconciliation to verify assets against existing inventory reports. The Contractor shall ensure a complete and accurate check of all assets and identify items, if any, that require further investigation or reconciliation.</p> <p>8.4 Disposal or Return of Category 2, 3 and 4 Assets</p> <p>8.4.1 Unless otherwise advised by UNOPS, Category 4 assets shall automatically become the property of the Contractor at the end of the Contract. The Contractor accepts such assets on an "as is" basis.</p> <p>8.4.2 Fifteen (15) calendar days before the end of the Operational Phase² of the Contract, the dates of which are set out in the Schedule of Requirements, the Contractor shall provide UNOPS with an updated Asset Log. The Contractor may include a request for the future use of any asset in the Asset Log, including donation to the Contractor. Within the next fifteen (15) calendar days, UNOPS shall either: (a) concur with Contractor's request, if applicable; or (b) instruct the Contractor to return the assets to UNOPS' custody.</p>
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² The "Operational Phase" of a Contract is the implementation period commencing upon completion of the mobilization of the Contractor, and directly preceding the demobilization of the Contractor.

			<p>8.4.3 Should the Contractor be instructed by UNOPS to return the Asset(s), the Contractor shall do the following before the end-date of the Contract:</p> <ul style="list-style-type: none"> (a) The Contractor is required to service and clean any Asset(s) prior to its return to UNOPS. (b) The Asset(s) shall be jointly inspected by both Parties to ensure that they are operational and have been maintained to the satisfaction of UNOPS. (c) Where it is determined by UNOPS upon inspection that the Asset(s) have been damaged beyond reasonable wear and tear, recovery for such damage shall be applied in accordance with Articles 8.5.2 – 8.5.4 below. <p>8.4.4 Where the Contractor fails to return the Asset(s) by the end date of the Contract UNOPS will consider the Asset(s) as being lost. In such a circumstance, UNOPS reserves the right to withhold the final Contract payment until the Asset(s) are returned or replaced in a condition deemed suitable by UNOPS.</p> <p>8.4.5 Where the Contractor fails to return the Asset(s) within thirty (30) calendar days of receipt of written notice of termination pursuant to Article 8.4.8 below; or within fifteen (15) calendar days following the early revocation of the right of use in accordance with Article 8.2.2(a); UNOPS will consider the Asset(s) as being lost. In such a circumstance, UNOPS reserves the right to withhold the Contract payment corresponding to the return date of the Asset(s) until the Asset(s) are returned or replaced in a condition deemed suitable by UNOPS.</p> <p>8.4.6 Where the Contractor fails to return or replace the Asset(s) within thirty (30) calendar days of being considered lost pursuant to Article 8.4.4, UNOPS reserves the right to:</p> <ul style="list-style-type: none"> (a) Deduct from the Contract Price the Purchase Cost of the Asset(s); or (b) File a claim directly with the Insurance Provider for the loss of the Asset(s), at Purchase Costs. <p>8.4.7 The right of use will come into effect upon signature by both Parties of the relevant UNOPS Asset Handover Form, and shall expire upon the end date of the Grant unless otherwise earlier terminated.</p> <p>8.4.8 Notwithstanding UNOPS' right to revoke the right of use pursuant to Article 8.2.2(a), the right of use may be terminated by either Party giving thirty (30) calendar days' written notice to the other Party.</p>
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			<p>8.5 Loss, Damage and Theft of Category 2, 3 and 4 Assets</p> <p>8.5.1 If a Category 2 or 3 asset is damaged, stolen or lost, the Contractor shall immediately (but no later than 24 hours) contact UNOPS to advise them of the situation. The Contractor shall cooperate with any investigation launched by the United Nations Department of Safety and Security (UNDSS).</p> <p>8.5.2 Within ten (10) calendar days of the damage, theft or other loss of a Category 2 or 3 asset, the Contractor shall provide UNOPS with a comprehensive Asset Loss/Damage Report regarding the circumstances. The following documents shall be included in the Contractor's report, which shall be signed by the Contractor's Director:</p> <ul style="list-style-type: none"> (a) circumstance of the incident; (b) any negligence of personnel involved; (c) supportive documentation (i.e. statement from personnel, photos, etc); (d) details related to the asset lost (description, quantity, serial number, purchase value); (e) police report for the incident or an explanation why the police report cannot be obtained; (f) estimated repair or replacement cost. <p>8.5.3 Where the Contractor is unable to provide the documents above due to circumstances beyond its control, it shall inform UNOPS accordingly and propose alternate documentation or information. The Contractor shall also cooperate with any investigation launched by the United Nations Department of Safety and Security (UNDSS) in relation to these circumstances.</p> <p>8.5.4 Where the Contractor invokes Force Majeure as the cause of, loss, or damage to the Asset(s), the Contractor shall seek recovery equal to the repair or replacement cost of the Asset(s) (Incoterm 2010 DAP to [Insert Location] and insurance as necessary) under the applicable insurance.</p> <p>8.5.5 Where Force Majeure cannot be invoked as the cause of, loss, or damage to the Asset(s), the Contractor shall, within thirty (30) calendar days of receipt of the Asset Loss/Damage Report:</p> <ul style="list-style-type: none"> a) Repair the damage at its own expense; or b) Replace and deliver the Asset(s) with assets of an equivalent type and condition, as deemed suitable for, and agreed to, by UNOPS; or c) Pay to UNOPS the Purchase Cost of the Asset(s) (Incoterm 2010 DAP to [Insert Location] and
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			<p>insurance as necessary) where any irreparable damage, theft, or loss of the Asset(s) has occurred.</p> <p>8.5.6 Where Force Majeure cannot be invoked as the cause of loss, or damage to the Asset(s), and the Contractor is unable to meet the requirements under Article 8.5.5 above, UNOPS shall deduct from the Contract price the Purchase Cost³ of the asset(s).</p> <p>8.6 Buy-back option for Category 1 Assets</p> <p>8.6.1 At any time during the Implementation Period of the Contract, the Parties may enter into discussions for the purposes of agreeing to the purchase by UNOPS of any Category 1 assets leased to the project ("buy-back"). Should the Parties reach an agreement on the buy-back, the Contractor shall provide UNOPS with proof of ownership title to the asset.</p>
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Part 2 – Added Articles/Clauses

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

Item No.	Document	Topic	Article/Clause Heading and Number	New Article/Clause
1				
2				
3				
4				
5				
...				

³ The "Purchase Cost" of an asset is its purchase price, including import duties and non-refundable purchase taxes, after deducting trade discounts and rebates.

[Note to be deleted: In addition to any other additional Articles/Clauses, insert the following sample Articles/Clauses into the above table as they apply to the contract]:

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

Item No.	Document	Topic	Article/Clause Heading and Number	New Article/Clause
[Insert Item No.]	Instrument of Agreement	Advance Payment	Price and Payment, 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 Item No.]	Instrument of Agreement	Advance Payment	Price and Payment, 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 **RETENTION** applies insert the following clause. Please note that this provision should already be anticipated in the solicitation document:]

Item No.	Document	Topic	Article/Clause Heading and Number	New Article/Clause
[Insert Item No.]	Instrument of Agreement	Retention	Performance of the Services, Clause 4.7	In the event that UNOPS does not receive deliverables as described above, or deems that the Contractor is in breach of any of the provisions stipulated by this Contract, UNOPS shall promptly notify the Contractor and shall withhold all or part of the payment until such time as the Contractor takes appropriate corrective action.

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

Item No.	Document	Topic	Article/Clause Heading and Number	New Article/Clause
[Insert Item No.]	Instrument of Agreement	Standard Deductions	Performance of the Services, Clause 4.8	<p>OPTION ONE: Based on Unavailable Team member [Delete the option that does not apply]</p> <p>4.8.1(a) During the Operational Phase, the dates of which are set out in the Statement of Works (“SOW”)/Schedule of Requirements (“SOR”), all personnel positions (“Team Members”) outlined in the SOR/SOW shall be filled and maintained.</p> <p>4.8.1(b) If a Team Member is not available, UNOPS shall be entitled to deduct from the Contract Price the following amount(s) for each working day that the Team Member is not available:</p> <p>Deduction for each working day that the Team Member is unavailable =</p> <p>[The cost of the Team Member for the month which contains the working day that the Team Member is unavailable / [NUMBER OF WORKING DAYS PER YEAR (as specified in the SOR) DIVIDED BY 12 MONTHS]]</p> <p>(Note:</p> <ol style="list-style-type: none"> 1. The above formula does not use the exact number of working days in that month, because the information in the Financial Proposal template assumes that working days are distributed evenly throughout the year, (which may or may not be the case); 2. The monthly cost for that unavailable Team Member is that specified in the Financial Proposal template (including the “living expenses” and “insurance” components); and 3. Without limiting the generality of the foregoing: a person is deemed unavailable if he/she is sick and not fit to perform his/her task(s), even if he/she wishes to work; if he/she fails to attain the necessary accreditation to perform his/her task(s); if there is a delay in the deployment of the person such that they cannot perform their task(s).) <p>4.8.2 Notwithstanding the above, no deduction shall be made if a Team Member does not work on a working day because UNOPS has instructed the Contractor to</p>

				<p>leave the site due to security considerations or because of the occurrence of any cause constituting Force Majeure (as defined in the General Conditions), or if the Contractor, in UNOPS' opinion, has taken all reasonable steps to ensure compliance with the timelines in this Contract, and events beyond the Contractor's control occur.</p> <p>4.8.3 In such cases outlined in Clause 4.8.2 the Contractor shall propose a redesigned task or Implementation Plan, which shall be reviewed by UNOPS. Subject to its approval, UNOPS shall thereafter issue a redesigned task or Implementation Plan.</p> <p>4.8.4 The foregoing is without prejudice to any rights and remedies that UNOPS may have for any breach by the Contractor of its obligations under this Contract, including but not limited to:</p> <p>a) claiming damages commensurate to the loss or costs incurred by UNOPS as a result of the Contractor's acts or omissions.</p> <p>4.8.5 In the event that the Contractor fails to complete, to the required standards, a task issued by UNOPS, the Contractor shall take immediate remedial actions in order to complete the task at its own cost, without utilizing resources already funded by UNOPS.</p> <p>OPTION TWO: Based on Unavailable Team [Delete the option that does not apply]</p> <p>4.8.1(a) The Contractor is required to be fully operational throughout the specified Operations Phase. If a Contractor is not fully operational, UNOPS shall be entitled to deduct from the Contract Price the following amount(s) for each day that the Contractor is not fully operational, as specified below.</p> <p>4.8.1(b) The deduction(s) are calculated on the following basis:</p> <p>(i) The deduction(s) depends on (among other things) whether a Team is "unavailable" or merely "under-resourced".</p> <p>A. A Team is deemed unavailable if one or more of its Key Personnel (e.g. technical advisor, team leader, medic) or functionalities (e.g. fuel, safety vehicle, key mechanical assets) is/are unavailable. Without limiting the generality of the foregoing: a person is deemed unavailable if he/she is sick and not fit to perform his/her task(s), even if he/she wishes to work; if he/she fails to attain the necessary accreditation to perform his/her task(s); if there is a delay in the deployment of</p>
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				<p>the person such that they cannot perform their task(s).</p> <p>B. A Team is also deemed unavailable if two or more non-key personnel or functionalities are unavailable so as to prevent the team from operating effectively.</p> <p>C. A Team is deemed merely under-resourced if one or more non-key personnel or functionalities are unavailable, but the Team is nevertheless able to operate effectively, albeit on a sub-optimal basis. The determination of whether the Team may still operate shall be approved by the UNOPS Head of Project Unit.</p> <p>(ii) The cost of a Team in any particular month is the amount specified in the “Cost Breakdown Per Month” section (of the “Summary” tab of the Financial Proposal template) for that month (which includes not only the cost of “Operational” personnel for the Team, but also the costs of “Management” personnel for the Team, travel, non-expendable equipment, expendable equipment, running costs, and overhead costs).</p> <p>4.8.1(c) For an unavailable Team, the deductions are calculated on a daily basis, using the following formula:</p> <p>Deduction for the working day that the Team is unavailable =</p> <p>["Cost Breakdown Per Month" (in the Summary tab of the Financial Proposal Template) of the Team for the month which contains the working day that the Team is unavailable / [NUMBER OF WORKING DAYS PER YEAR (as specified in the SOR) DIVIDED BY 12 MONTHS]]</p> <p>(Note: the above formula does not use the exact number of working days in that month, because the information in the Financial Proposal template assumes that working days are distributed evenly throughout the year, which may or may not be the case).</p> <p>4.8.1(d) For an under-resourced Team:</p> <p>A. UNOPS shall be entitled to deduct from the Contract Price the following amount(s) for each working day that a Team Member is not available:</p> <p>Deduction for each working day that the Team Member is unavailable =</p>
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				<p>[The cost of the Team Member for the month which contains the working day that the Team Member is unavailable/ [NUMBER OF WORKING DAYS PER YEAR (as specified in the SOR) DIVIDED BY 12 MONTHS]]</p> <p>The monthly cost for that unavailable Team Member is that specified in the Financial Proposal template (including the “living expenses” and “insurance” components).</p> <p>B. UNOPS shall be entitled to deduct from the Contract Price the following amount(s) for each day that a functionality is not available:</p> <p>Deduction for each working day that the functionality is unavailable =</p> <p>[The cost of the functionality for the month which contains the working day that the functionality is unavailable/ [NUMBER OF WORKING DAYS PER YEAR (as specified in the SOR) DIVIDED BY 12 MONTHS]]</p> <p>4.8.2 Notwithstanding the above, no deduction shall be made if a Team does not work on a working day because UNOPS has instructed the Contractor to leave the site due to security considerations or because of the occurrence of any cause constituting Force Majeure (as defined in the General Conditions), or if the Contractor, in UNOPS’ opinion, has taken all reasonable steps to ensure compliance with the timelines in this Contract, and events beyond the Contractor’s control occur.</p> <p>4.8.3 In such cases outlined in Clause 4.8.2 the Contractor shall propose a redesigned task or Implementation Plan, which shall be reviewed by UNOPS. Subject to its approval, UNOPS shall thereafter issue a redesigned task or Implementation Plan.</p> <p>4.8.4 The foregoing is without prejudice to any rights and remedies that UNOPS may have for any breach by the Contractor of its obligations under this Contract, including but not limited to:</p> <p>a) claiming damages commensurate to the loss, or costs incurred by UNOPS as a result of the Contractor’s acts or omissions.</p> <p>4.8.5 In the event that the Contractor fails to complete, to the required standards, a task issued by UNOPS, the Contractor shall take immediate remedial actions in order to complete the task at its own cost, without utilizing resources already funded by UNOPS.</p>
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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:]

Item No.	Document	Topic	Article/Clause Heading and Number	New Article/Clause
[Insert Item No.]	Instrument of Agreement	Performance Security	Performance of the Services, Clause 4.9	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.

[Note to be deleted: if **STAND DOWN PERIOD** applies insert the following clause. Please note that this provision should already be anticipated in the solicitation document:]

Item No.	Document	Topic	Article/Clause Heading and Number	New Article/Clause
[Insert Item No.]	Instrument of Agreement			

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]

ANNEX 5: Change Request

[To be used for minor changes that do not warrant a complete amendment]

Contract reference number:

The purpose of this change request is (please tick all that apply):

- Change in key personnel
- Change in notification contact information

Description of Change (in the space below, please outline the changes being made):

Signed by:

Contractor

Approved by:

Head of Project Unit/Chief of Operations