

Contract for Small Services: ETOH/RFQ/2019/xx

INSTRUMENT OF AGREEMENT

This Contract is made on the **xxxx** day of **xxxx** 2019.

BETWEEN

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

(2) **[insert Name of Contractor here]**, a **[insert type of company here]** company incorporated under the laws of **[insert Country of Registration here]** under **Licence Number [insert the reference here]** and having its registered address at **[insert address here]**; **Tel. [insert here]**; **[insert City here]**, **[insert Country here]** (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 brief description of the Goods/Services/Works here]**.
- 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 here]** and shall complete the Services **[insert date here]**.
- 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 [\[insert Procurement Ref. No. here\]](#), dated [\[insert date here\]](#), 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](#);
- 3.1.6. The Contractors' proposal reference [\[insert Ref. here\]](#) dated [\[insert date here\]](#), as clarified by the agreed minutes of the negotiation meeting [n/a](#), 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.

5. Price and Payment.

- 5.1. In full consideration for the complete and satisfactory performance of the Services in accordance with the Contract, UNOPS shall pay the Contractor [\[insert the contract amount both in figures and words here\]](#).
- 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:

No.	Milestone	Contract Amount In [insert currency]	Contract End Date	Remark
1				
2				

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 UNOPS Delegated Authority]

[Insert Title here]

Ethiopia Operational Hub (ETOH)

UNOPS

Address:

Ref. ETOH/RFQ/2019/xx

Phone: [insert here]

P.O. Box: [insert here]

Email: [insert here]

Addis Ababa; Ethiopia

FOR THE CONTRACTOR:

[insert name of Signatory here]

[insert the position here]

[insert the name of the organization here]

Address:

Phone: [insert here]

Email: [insert here]

[insert City here]; [insert Country here]

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 ETOH:

THE CONTRACTOR:

Name: [insert here]

Title: [insert here]

Date: [insert here]

Name: [insert here]

Title: [insert here]

Company: [insert here]

Date: [insert here]

ANNEX 1: Special Conditions

Not Applicable

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

Refer to the Attachment hereto

ANNEX 4: Breakdown of Costs

Insert screenshot of the Price Schedule of the Contractor here