

**BASIC MODEL of CONTRACT for PROFESSIONAL SERVICES  
BETWEEN UNFPA AND A COMPANY**

**Rev. 03 September 2012.**

## CONTRACT BETWEEN

## THE UNITED NATIONS POPULATION FUND

AND

### **OFFICIAL NAME OF THE CONTRACTOR**

This Contract dated .....is made

BETWEEN

(i) the **UNITED NATIONS POPULATION FUND** a subsidiary organ of the General Assembly of the United Nations in terms of Article 22 of the Charter of the United Nations, with its Headquarters at 605, Third Avenue, NY10158, New York, USA\_(hereinafter referred to as “**UNFPA**”);

and

(ii) [*official name of company in full*], a company incorporated in [*country*], with its registered office at [*address*] (hereinafter referred to as “**the CONTRACTOR**”);

(Both hereinafter separately and jointly referred to as the “Party” or the “Parties”).

**WITNESSETH**

**WHEREAS, UNFPA** wishes to engage the services of **the CONTRACTOR** in order to perform services in respect of [*insert summary description of the services*] as explained under **Annex II** of this contract.(hereinafter referred to as the ‘**Services**’);

**WHEREAS, the CONTRACTOR**, represents that it possesses the requisite knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, able and willing to undertake and provide the Services according to the terms and conditions as provided herein;

**NOW, THEREFORE**, in consideration of their mutual covenants and subject to the terms and conditions set forth below, the Parties agree as follows:

### **Article 1: Purpose of the Services**

- 1.1 The purpose of this Contract is to perform services for UNFPA on *Describe the technical characteristics and depict the intended use of the services to be provided and the equipment and/or material to be used/installed. It is advisable to describe the technical characteristics of the services in terms of operation capability. When possible use specifications and standards to better define the scope of the contract.*

### **Article 2: Contract Documents**

*(Delete/amend Annexes which are not applicable as appropriate)*

- 2.1 This Contract together with the Annexes as enumerated below constitutes the entire contract between UNFPA and **the CONTRACTOR**.
- 2.1.1 Annex I: UNFPA General Conditions for Contracts for the Provision of Services/ Goods and Services/ De Minimis Contracts *(Select the applicable version)* as published with **RFP UNFPA/CPH/YY/XXX**
- 2.1.2 Annex II: UNFPA Terms of Reference as published with **RFP UNFPA/CPH/ YY/XXX**
- 2.1.3 Annex III: the CONTRACTOR's Technical proposal dated **DATE OF THE PROPOSAL** in response to **RFP UNFPA/CPH/ YY/XXX** incorporated herein by this reference.
- 2.1.4 Annex IV: the CONTRACTOR's Financial proposal dated **DATE OF THE PROPOSAL** in response to **RFP UNFPA/CPH/ YY/XXX** incorporated herein by this reference.
- 2.1.5 Annex V: UNFPA's Responses to the Questions Received from Prospective Bidders against the **RFP UNFPA/CPH/ YY/XXX**
- 2.1.6 Annex VI: Clarification from the CONTRACTOR on their **Financial/Technical** proposal dated **DATE OF THE PROPOSAL** in response to the **RFP UNFPA/CPH/ YY/XXX**
- 2.1.7 Annex VII: Template of UNFPA Purchase Order.
- 2.2 This Contract and its Annexes constitute the entire understanding and agreement between and by the Parties concerning the subject matter of this Contract and supersedes all contemporaneous or prior representations, negotiations and understandings.

**Article 3: Obligations of the CONTRACTOR**

- 3.1 **The CONTRACTOR** shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with this Contract.
- 3.2 **The CONTRACTOR** shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 3.3 **The CONTRACTOR** shall submit to **UNFPA** the deliverables specified hereunder according to the following schedule:

DELIVERABLES	DEADLINE	RESPONSIBILITIES OF UNFPA	RESPONSIBILITIES OF THE CONTRACTOR

- 3.4 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 E-MAIL] to the address specified in 9.4 below.
- 3.5 **The CONTRACTOR** represents and warrants the accuracy of any information or data provided to **UNFPA** 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.
- 3.6 **The CONTRACTOR** represents and warrants that honesty shall prevail during the formation and execution of this contract, including but not limited to the process of selection of **the CONTRACTOR** and to the execution of the services included in the scope of the contract. **The CONTRACTOR** shall report any allegation of Fraud to **UNFPA**. Any fraudulent conduct carried out by the **CONTRACTOR** may result in the termination of this contract.

**Article 4: Remuneration and Payments**

- 4.1 As full compensation for the complete and satisfactory performance of the Services under this Contract, **UNFPA** shall pay **the CONTRACTOR** the fixed contract price as follows:

Currency: XXX  
Total amount in figures: XXX  
Total amount in words: XXX

- 4.1.1 The contract value mentioned above is the fixed contract price which will be paid to **the CONTRACTOR** to fulfill all the requirements of the **Annex II** including normal and acceptable deviations on the depth of the work to the satisfaction of UNFPA. This fixed contract price is inclusive of all applicable cost of material, professional charges, allowances, travel related costs and any other miscellaneous expenses applicable.
- 4.1.2 UNFPA will issue annual Purchase Orders before commencing annual service deliveries. Only Purchase Orders made pursuant to this Contract and only for the services stipulated in such Purchase Orders will constitute a commitment on UNFPA's part. **The CONTRACTOR** should not accept any work from UNFPA under this Contract without receiving an official Purchase Order of UNFPA. An email, a Memo or official letter will not be treated as an official Purchase Order. (Please refer **Annex VII** for a Sample Purchase Order of UNFPA) ***(Delete if not applicable. Remember to delete Annex VII from Article 2.1 too.)***
- 4.1.3 Any additional expenditure should be incurred by **the CONTRACTOR** after communicating and agreeing with UNFPA. Such additional expenses should be well justified and established based on pre agreed rates **(Annex IV)** as applicable.
- 4.1.4 ***(Should be used only if the travel related expenses are agreed to be handled separate from the fixed contract price mentioned under Article 4.1 above. Delete if not applicable)***

***(Following options are available. Please use the most appropriate clause to the case being handle, giving due consideration for the best interest of the organization and how the matter was treated at RFP(solicitation) stage.)***

**Travel related expenses will be reimbursed to the Contractor upon submission of original Invoices. (The actual cost or the projected expenditure per the financial proposal (Annex IV) from the Contractor whichever is the lower)**

**OR**

**Travel related expenses (Travel tickets, DSA and terminal expenses) will be processed strictly per the UN travel rules and regulations **should the contractor will be requested to travel under this contract. Expenses associated with such travels** are not included in the contract value mentioned above under Article 4.1. The Contractor should contact the UNFPA focal point on Technical/ Operational matters provided under clause 9.4 for instructions before making travel arrangements.**

**OR**

The sub budget total provided above under Article 4.1 for travel related expenses; USD XXXXX under Article 4 will be the maximum budget ceiling acceptable for travel related expenses. The actual expenses will be reimbursed to the contractor on submission of detail expenditure report together with required supporting document, subject to the maximum expenditure ceiling provided above. The contractor is requested to use the most direct and cheapest options for international travels after collecting three quotations for each mission.

**OR**

The travel related expenses will be reimbursed based on the actual values and the maximum expenditure reimbursable on each mission will be decided based on the UN travel rules and regulations.

- 4.2 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.
- 4.3 Payments effected by UNFPA to **the CONTRACTOR** shall not be deemed to relieve **the CONTRACTOR** of its obligations under this Contract nor an as an acceptance of UNFPA of the **CONTRACTOR**'s performance of the Services.
- 4.4 UNFPA shall effect payments to **the CONTRACTOR** after satisfactory completion of the deliverables stipulated under Article 3.3 and acceptance by UNFPA of the deliverables and invoices submitted by **the CONTRACTOR** to the address specified in Article 9.4 (to the focal point on Technical and Operational matters) below, upon achievement of the corresponding milestones and for the following amounts:

Milestone	Amount	Target date
Ex: Upon submission of the final Inception Report to the satisfaction, and the <b>acceptance of UNFPA</b> and submission of associated invoice.		

Invoices will indicate the milestones achieved and corresponding amount payable.

- 4.5 Payments made by UNFPA shall be made to the **CONTRACTOR**'s following bank account:

Name of Bank:  
Bank Address:  
Account Name:  
Account Number:

Bank ID:  
SWIFT Code for non-US Banks:  
Currency

- 4.6 Without any prejudice to any other rights or remedies that UNFPA may have under this Contract, UNFPA may withhold payments to **the CONTRACTOR** if the Services are not performed in accordance with this Contract until **the CONTRACTOR** has remedied such performance. The withholding by UNFPA of any payment shall not, unless UNFPA decides to terminate the Contract, relieve **the CONTRACTOR** of its obligations to continue performance under this Contract.
- 4.7 All Stipends and other allowances, if any, to be paid by UNFPA are to be compensated for at rates not to exceed any current applicable governing rates within the United Nations System.

#### Article 5: General

- 5.1 **The CONTRACTOR** shall not do any work, provide equipment, materials or supplies or perform any other services which may result in any charges in excess of the above mentioned amounts without the prior written agreement of UNFPA [*include UNFPA staff member in charge- Chief of Procurement for HQ procurements*].
- 5.2 The purchase of equipment and supplies under this Contract, if applicable, will be executed in accordance with procedures established by UNFPA, unless UNFPA is satisfied that **the CONTRACTOR's** own procurement procedures and practices adequately demonstrate the required levels of integrity, fairness and transparency.
- 5.3 **The CONTRACTOR** will maintain, within the contracting period of time, detailed financial records, which clearly identify all funds received from UNFPA and expended by **the CONTRACTOR** for the implementation of the Contract. **The CONTRACTOR** is also required to ensure that adequate systems of internal control are put in place to ensure the financial management of this contract is conducted with the required level of due diligence.

#### Article 6: Special Conditions

*[Insert any special conditions if applicable. Example of sentence introducing special conditions:*

*Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.]*

*Proposed special conditions associated with security requirements linked with travel. (Delete if not applicable)*

## **6.1 Security**

**6.1.1** The **CONTRACTOR** shall be fully responsible for the safety and security of personnel and for the safekeeping of all equipment and supplies in the custody of **the CONTRACTOR** or Personnel.

**6.1.2** The **CONTRACTOR** shall ensure that the Personnel abide by all security regulations, policies and procedures of the United Nations applicable to its performance under this Contract. UNFPA shall inform and, to the extent necessary, update **the CONTRACTOR** for prevailing United Nations security regulations, policies and procedures from time to time. **The CONTRACTOR** shall schedule its activities and performance and provide the relevant UNFPA office with sufficient advance notice of any activities, including movements of Personnel or equipment to enable the relevant UNFPA office to obtain all necessary authorization(s).

**6.1.3** To the extent that the United Nations security regulations, policies and procedures prevailing in the Mission Area, or any part or parts thereof, require that any activities and/ or movements of personnel, equipment or supplies may only take place in the company of a security escort, UNFPA shall be responsible for providing such security escort upon the same terms and conditions as such escorts are provided to United Nations personnel. **The CONTRACTOR** shall ensure that all Personnel comply with all orders and directives issued by such security escorts.

**6.1.4** The UNFPA may, at its sole discretion, consent to the inclusion of Personnel in the UNFPA security plan to the extent that it applies within the Mission Area on the same terms that are offered to implementing partners of UNFPA. Notwithstanding this provision, **the CONTRACTOR** acknowledges and agrees that the UNFPA shall have no obligation to evacuate Personnel from the Mission Area in case of emergency or due to security developments. However, in case of emergency that require the evacuation of Personnel from the Mission Area, the UNFPA shall assist **the CONTRACTOR**, to the extent feasible, in obtaining any necessary landing clearances from the relevant authorities.

**6.1.5** Notwithstanding the foregoing, **the CONTRACTOR** acknowledges and agrees that the UNFPA shall not be liable to **the CONTRACTOR**, or Personnel, in connection with the provision, or failure to provide, any security assistance pursuant to this **Article 6.1**, or otherwise, and **the CONTRACTOR** shall indemnify, defend, hold and save harmless the UNFPA and its officials, employees and agents from and against any claim or liability of any nature arising in respect of any security or security related incident, including without limitation, the death, injury or illness of any Personnel, or the loss, damage, destruction, sabotage or theft of any equipment or supplies in the custody of **the CONTRACTOR** or Personnel. The foregoing



indemnity is without prejudice to any other indemnity provided by **the CONTRACTOR**, or any other rights or remedies of the UNFPA, under this Contract.

#### 6.1.6 Communication Associated with Security Issues

Operational arrangements on security issues should be confirmed to all stakeholders including the focal points identified under section 9.4 of this Contract through email communication on timely manner.

### **Article 7: Entry into force and duration of contract**

- 7.1 This Contract shall become effective upon its signature by both Parties
- 7.2 The term of this Contract will commence on [insert date] and will remain in force for a period of [...] year(s) unless terminated earlier in accordance with Article ... of UNFPA's General Conditions for Contracts for the Provision of Services/ Goods and Services/ De Minimis Contracts (Annex 1). *(Select the appropriate version)*
- 7.3 All time limits contained in the Contract shall be deemed to be of the essence in respect of the performance of the Services.
- 7.4 Termination or expiry of this Contract or part thereof will not affect any accrued rights or liabilities of either Party nor will it affect the coming into force or continuation in force of any provision of this Contract which expressly or by implication is intended to come into or continue in force on or after such termination.

### **Article 8: Amendment**

Any modification to this Contract shall require an amendment in writing between both Parties duly signed by the authorized representative of the CONTRACTOR and *[include name and position of UNFP staff member- Chief of Procurement for HQ procurements]* on behalf of UNFPA or her/his duly authorized representative.

### **Article 9: Miscellaneous**

- 9.1 UNFPA is committed to preventing, identifying and addressing all acts of fraud against UNFPA as well as third parties involved in UNFPA activities.
- 9.2 *[Use this text if bid is to be issued by Procurement Services Branch, otherwise delete and use text for CO/RO]* Suppliers perceiving that they have been unjustly treated in

connection with the solicitation or award of a contract may lodge a complaint directly to the Chief, Procurement Services Branch at procurement@unfpa.org, who will then make an assessment of the complaint and provide a reply to the Supplier within a week and, if required, advise the Supplier on further recourse.

[Use this text if bid is to be issued by CO/RO, otherwise delete and use text for PSB]: Suppliers perceiving that they have been unjustly treated in connection with the solicitation or award of a contract may lodge a complaint directly with the UNFPA Head of Office at [enter email address]. The UNFPA Head of Office will then make an assessment of the complaint and provide a reply to the supplier within a week. If the supplier is not satisfied with the reply provided by the UNFPA Head of Office, the supplier may escalate the complaint to the Chief, Procurement Services Branch at procurement@unfpa.org, who will reply to the supplier within a week and advise the Supplier on further recourse if required.

9.3 No terms or provisions of this Contract will be deemed waived and no breach excused, unless such waiver or excuse is in writing and signed by the Parties giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Contract shall constitute a consent to, excuse or waiver of any other subsequent breach.

9.4 Any notice, request or approval required or permitted to be given or made under the Contract shall be made in writing in the English language. Such notice, request or approval, shall be deemed to be duly given or made when it shall have been delivered by either (i) personal delivery against receipt, (ii) recognized overnight delivery service, (iii) postage prepaid, return receipt requested certified mail, (iv) facsimile, or (v) email, addressed to the party or parties for whom intended at the addresses shown below or such other addresses as intended recipient previously shall have designated by written notice previously given pursuant to the Contract.

**For UNFPA:**

<b>Contractual Matters:</b>	<b>Technical / Operational Matters:</b>
Name, Title, Branch/ Division UNFPA, Address Tel: Email:	Name, Title, Branch/ Division Name of the CONTRACTOR, Address Tel: Email:

**For the CONTRACTOR:**

<b>Contractual Matters:</b>	<b>Technical / Operational Matters:</b>
Name, Title, Branch/ Division UNFPA, Address Tel: Email:	Name, Title, Branch/ Division Name of the Contractor, Address Tel: Email:

9.5 Severability: If any provision of this Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

9.6 UNFPA strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNFPA Contractors. Accordingly, any registered company that is found to have undertaken unethical, unprofessional or fraudulent activities, will be suspended or forbidden to continue business relations with UNFPA.

9.7 UNFPA requires that all Contractors observe the highest standard of ethics during procurement and execution of work. Pursuant to this policy, UNFPA defines the terms set forth as follows:

(a) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution of a contract;

(b) Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition.

UNFPA will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a UNFPA-financed contract/agreement if at any time it determines that the Supplier has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNFPA-financed contract/agreement.

9.8 Contractors, their subsidiaries, agents, intermediaries and principals must cooperate with the UNFPA Division for Oversight Services as well as with any other oversight entity authorized by the Executive Director and with the UNFPA Ethics Advisor as and when required. Such cooperation shall include, but not be limited to, the

following: access to all employees, representatives, agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNFPA to repudiate and terminate the Contract, and to debar and remove the CONTRACTOR from UNFPA's list of registered suppliers.

- 9.9 UNFPA has adopted a zero tolerance policy on gifts and hospitality. In view of this UNFPA personnel is prohibited from accepting any gift, even of a nominal value, including drinks, meals, food products, hospitality, calendars, stationery, transportation, recreational trips to sporting or cultural events, theme parks or offers of holidays, or and any other forms of benefits. The CONTRACTOR shall not offer any forms of gifts, hospitality or benefits to UNFPA personnel.
- 9.10 During the validity of this Contract, the CONTRACTOR shall inform UNFPA immediately, by written notice to [procurement@unfpa.org](mailto:procurement@unfpa.org), if it is debarred by the World Bank or suspended by any UN organization. Failure to fulfill this requirement will be considered as a breach of agreement and UNFPA reserves the rights to consider invalid any purchase orders issued during a suspension/debarment period.

Vendors listed on any of the following lists are considered ineligible by UNFPA:

- Vendor ineligibility list posted on the United Nations Global Market Place (UNGM).
  - UNPD Suspended Vendor List.
  - The World Bank's corporate procurement listing of non-responsible vendors and ineligible firms and individual.
  - Security Resolution 1267 List.
- 9.11 By signing this Contract, the CONTRACTOR agrees that UNFPA is free to share this Contract with other UN Agencies for their use in direct ordering.
- 9.12 For every Purchase Order, UNFPA shall publish on UNGM (<http://www.ungm.org>) the following information: Purchase Order Reference Number, Description of the Goods or Services procured, Beneficiary Country, Supplier Name and Country, Contract Value and Issue Date of the Purchase Order. *(Delete if not applicable)*
- 9.13 Currently UNFPA is requesting information on environmental policies and other environmental documentation in bids submitted by prospective vendors. In the long run it is UNFPA's intention to incorporate environmental and social criteria considerations into the evaluation process. It is also UNFPA's intention over the long-term to request all suppliers to adhere to Global Compact requirements. Therefore, suppliers should begin to research and subscribe to this agreement. For more information or assistance with signing up for the Global Compact, please contact PSB at [procurement@unfpa.org](mailto:procurement@unfpa.org).

**IN WITNESS WHEREOF**, the authorized representatives of the Parties have signed this Contract on the dates set forth below:

**For UNFPA**

**For (CONTRACTOR)**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title/Date \_\_\_\_\_

Title/Date \_\_\_\_\_

*(N.B. Each page of the contract is to be initialed)*

## ANNEX I

GENERAL FOR CONTRACTS:

**PROVISION OF SERVICES** *(Select the right version as appropriate)*

**PROVISION OF GOODS & SERVICES**

**De MINIMIS CONTRACTS**

## ANNEX II

**Terms of Reference (TOR) published with the RFP  
UNFPA/CPH/YY/XXX**

## ANNEX III

**CONTRACTOR'S TECHNICAL PROPOSAL DATED DATE OF THE PROPOSAL  
IN RESPONSE TO RFP UNFPA/CPH/YY/XXX INCORPORATED HEREIN  
BY THIS REFERENCE.**

## ANNEX –IV

**CONTRACTOR'S FINACIAL PROPOSAL DATED DATE OF THE PROPOSAL IN  
RESPONSE TO RFP UNFPA/CPH/ YY/XXX INCORPORATED HEREIN BY  
THIS REFERENCE.**

## ANNEX – V

**UNFPA'S RESPONSES TO THE QUESTIONS RECEIVED FROM PROSPECTIVE  
BIDDERS AGAINST THE RFP UNFPA/CPH/ YY/XXX**

ANNEX – VI

CLARIFICATION FROM THE CONTRACTOR ON THEIR FINANCIAL PROPOSAL DATED **DATE OF THE PROPOSAL** IN RESPONSE TO THE RFP UNFPA/CPH/YY/XXX

ANNEX - VII

Template of UNFPA Purchase Order

Purchase Order

Dispatch via Print



UN Population Fund

Marmorvej 51  
P.O.Box 2530  
Copenhagen 2100  
Denmark  
Tel: 0045 4533 5000

Vendor:

Address:

PO Number	Date	Revision	Page
Payment Terms	Freight/INCOTERMS		Ship Via
Buyer	Phone	Currency	
		Tel:	
		Fax:	
Approver			

Ship To:

Bill To: Marmorvej 51  
P.O. Box 2530  
Copenhagen 2100  
Denmark  
Tel: 0045 4533 5000

Ln-Sch	Item	Description	Quantity	UOM	Due Date	Unit Price	Line Total
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1-1

2-1

3-1

4-1

Total PO Amount USD

Authorized Signature

NOTE: This Purchase Order is governed by UNFPA General Terms and Conditions, according to Section IV of this bid document or found at <http://www.unfpa.org/public/home/procurement/pid/3233>