**United Nations Development Programme**

**INSTRUCTIONS FOR CONTRACT FOR GOODS AND/OR SERVICES**

The instruction page, as well as any other instructions in this template, are only for the Business Unit’s guidance and should be deleted before the agreement is sent to the vendor for review and signature.

How to use this Agreement:

1. This model contract (the “Contract”) is intended to be used when UNDP carries out a procurement process and selects a vendor to (a) deliver goods, (b) perform services, or (c) provide both goods and services. The vendor could be a private company, an educational institution, a fully or partially owned Government entity, or a civil society organization such as an NGO.
2. This Contract **should not** be used for procurement of civil works (for which a different template exists), substantive developmental activities (for which programming instruments exist) or services to be provided free of charge to UNDP (for which different templates exist). All questions about, and requests for appropriate templates and General Terms and Conditions should be addressed to the Procurement Services Unit in the Office of Sourcing and Operations, Bureau for Management Services (OSO/BMS), UNDP.
3. Please review this Contract and ensure completion of all the blocks of the Face Sheet to this Contract with correct information. **Please do not delete and/or add any blocks to the Face Sheet**. If any block is not applicable, please indicate “n/a.”
4. Please ensure that the Starting Date in Block 7 is on the same date or after the Effective Date. It cannot be a date preceding the Effective Date. The Starting Date shall mark the date when the Contractor can commence its performance under the Contract. The Ending Date can be either a specific date or a set number of days/months by when the Contractor is shall complete its performance under the Contract.
5. No changes or additions to the provisions of this Contract (except completing the Face Sheet) can be introduced without prior clearance by the Office of Legal Services, Bureau for Management Services (OLS/BMS), UNDP.
6. **Please note** that by submitting its proposal, a bidder commits to adhere to the UNDP contract terms, including the General and Special Terms and Conditions, without changes. If no reservations are made by the bidder during the bidding process, no deviations from the contract terms will be considered at the post-award/contract execution stage. Adherence to the UNDP standard contract terms is among the qualification criteria for assessing the bidder’s proposal. Failure to accept them may result in bidder’s disqualification from the procurement process.
7. Where the Contract is not signed electronically, please ensure that a minimum of two (2) originals of this Contract are signed. After signature, UNDP should keep and store one original and provide the vendor with the other original.

**United Nations Development Programme**

**CONTRACT FOR GOODS AND/OR SERVICES**

**BETWEEN**

 **THE UNITED NATIONS DEVELOPMENT PROGRAMME**

 **AND**

[INSERT NAME OF THE CONTRACTOR] **(THE “CONTRACTOR”)**

|  |
| --- |
| 1. **Country Where Goods Will be Delivered and/or Services Will be Provided**:
 |
| 2. **UNDP** [ ]Request for Quotation[ ]Request for Proposal[ ]Invitation to Bid [ ] direct contracting Number and Date:  |
| 3. **Contract Reference (e.g. Contract Award Number)**:  |
| 4. **Long Term Agreement**: [Yes] [No] [indicate as appropriate] If this is a Long-Term Agreement, all references to “Contract” in the contact documents will be understood to refer to the Long Term Agreement4.1 Maximum period for which the Long term Agreement may be extended for: […] |
| 5. **Subject Matter of the Contract**: [ ] goods [ ] services [ ] goods *and* services  |
| 6. **Type of Goods and/or Services:**  |
| 7. **Starting Date**:  | 8. **Ending Date**:  |
| 9. **Total Contract Amount**: [insert currency and amount in figures and words]9a. **Advance Payment**: [insert currency and amount in figures and words or indicate “not applicable”] |
| 10 **Applicable Terms and Conditions**:  [ ] **below US$50,000 (Services only)** – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply [ ] **below US$50,000 (Goods *or* Goods and Services)***–* UNDP General Terms and Conditions for Contracts apply [ ] **equal to or** **above US$50,000 (Goods *and/or* Services)** *–* UNDP General Terms and Conditions for Contracts apply |
| 11. **Payment Method:** [ ] fixed price [ ] cost reimbursement   |
| 12. **Contractor’s Name** :Address:Country of incorporation:Website: |
| 12 (a) **Is Contractor being contracted as part of a joint venture or a consortium?**[ ] yes [ ] no |
| 12 (b) **If “yes” was chosen in block 12 (a) above, list names of all partners/consortium members:** |
| 13. **Contractor’s Contact Person’s Name**:Title:Address:Telephone number: Fax:Email: |
| 14 **UNDP Contact Person’s Name**:Title:Address:Telephone number:Fax:Email: |
|  |
| 15. **Liquidated damages:** [insert currency and amount in figures and words]Amount:  |
| 16. **Period for submission of reports for Services:** |

This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:

1. This face sheet (“Face Sheet”).
2. UNDP Special Conditions [delete if not applicable].
3. [UNDP General Terms and Conditions for Contracts] [UNDP General Terms and Conditions for Institutional (de minimis) Contracts] [delete if not applicable and remove square brackets].
4. Terms of Reference (TORs) and Schedule of Payments, incorporating the description of services, deliverables and performance targets, time frames, schedule of payments, and total contract amount [delete if not applicable].
5. Technical Specifications for Goods [delete if not applicable].
6. The Contractor’s Technical Proposal and Financial Proposal, dated [insert date], as clarified by the agreed minutes of the negotiations meeting, dated [insert date]; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.
7. Discount Prices [to be used in cases where the Contractor is engaged on the basis of an LTA; delete if not applicable].

All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the “Contract”), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

This Contract shall enter into effect on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties (the “Authorized Representatives”), (the “Effective Date”), and expire on the Contract Ending Date indicated in Block 8 of the Face Sheet. The period from the Effective Date until the date specified in Block 8 is the “Term” of this Contract.

**IN WITNESS WHEREOF,** the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

|  |  |
| --- | --- |
| **For the Contractor** | **For UNDP** |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Date: |  | Date: |  |

**United Nations Development Programme**

**UNDP SPECIAL CONDITIONS**

**Re: Contract No. [*Insert Contract Number/Contract Award Number*]**

**The following Sections of UNDP’s General Terms and Conditions for [Contracts] or [Institutional (*de minimis*) Contracts] are hereby modified as follows:**

1. **Section [number]** **([Title of the Section])** is **replaced** in its entirety with the following:

“ ”

1. **New Sections [number]** and **[number]** are **added** as follows:

 “ ”

\*\*\* End of Special Conditions \*\*\*