# HOW TO USE THIS MODEL SHORT FORM INSTITUTIONAL SERVICES CONTRACT OR PROFESSIONAL SERVICES CONTRACT

This contract should normally be used for procurement actions for services valued ≥USD$50,000 to <US$ 100,000. If the procurement action involves services or terms and conditions that are novel or complex, it will be appropriate to use the Long Form Services Contract.

The contract shall follow this standard format including the applicable UN Women General Conditions of Contract – Contracts for the Provision of Services (the “General Conditions”). **UN Women should not agree to or sign a vendor’s contract.**

In order to become a service provider to UN Women, the company or individual must accept the General Conditions. A copy of these General Conditions must be included in bidding documents. **UN Women staff may not modify these terms of contract**, and any alterations require the advice and consent of the UN Women Legal Adviser and the Director of Management and Administration.

**Please follow the following steps:**

1. Note the areas that need your input and review.

2. Choose an appropriate price option at Article 4 and delete the inapplicable option.

3. Once the language is inserted and finalized remove the footnotes.

4. Complete the Terms of Reference for the Supplier and attach any other annexes, such as a Fee Schedule, if relevant.

5. Modifications and/or additions to this template including annexes shall not be made without prior consultation with the Chief of the Procurement Section, who will decide if further vetting is required through the UN Women Legal Adviser.

6. **Under the Delegation of Authority any non-standard agreement must be approved by the Director of Management and Administration**.

7. Delete this note and review the pagination before presenting for signature.

**CONTRACT – INSTITUTIONAL OR PROFESSIONAL SERVICES**

Contract No.

Business Unit:

Organisational Unit/Section/Division/Office/Country:

This Contract is made between the UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN (“UN Women”), and [insert official name of company in full], with its registered offices at [address] (“Contractor”) (Both hereinafter separately and jointly referred to as the “Party” or the “Parties”).

1. **CONTRACT DOCUMENTS**

The following documents constitute the entire agreement between the Parties with regard to the subject matter hereof (“Contract”), superseding all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject, and in case of ambiguities, discrepancies or inconsistencies between or among them, shall apply in the following order of precedence:

1. This document;
2. UN Women General Conditions of Contract—Contracts for the Provision of Services, annexed hereto as Annex A (“General Conditions”);
3. Terms of Reference, annexed hereto as Annex B (“TOR”);
4. [other annexes that may be relevant]
5. **SCOPE**

The Contractor shall perform services (“Services”) as specified in the TOR. Except as expressly provided in this Contract and in particular the TOR, (i) UN Women shall have no obligation to provide any assistance to the Contractor in performing the Services; (ii) UN Women makes no representations as to the availability of any facilities or equipment which may be helpful or useful for performing the Services (iii) The Contractor shall be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services.

1. **DURATION**

This Contract shall take effect on the date of the latest signature (the “Effective Date”) and shall remain in effect until [insert date], unless earlier terminated (“Initial Term”). UN Women may, at its sole option, extend the Contract, under the same terms and conditions as set forth in this Contract, for a maximum of [number] additional period[s] of up to [time period] each. UN Women shall provide a written notice of its intention to do so at least 30 (thirty) days prior to the expiration of the then Initial Term.

1. **PRICE & PAYMENT** [[1]](#footnote-1)

**(Select one option and delete the other)**

**OPTION 1 (FIXED FEE)** [[2]](#footnote-2) **(Delete title immediately above after selecting option)**

In full consideration for the complete and satisfactory performance of the Services under this Contract, UN Women shall pay the Contractor a total fixed fee of [*insert currency & amount in figures and words*]. This fee shall remain firm and fixed during the term of the Contract. The Contractor shall submit invoices only upon achievement of the corresponding milestones and for the following amounts:

MILESTONE AMOUNT TARGET DATE

Upon..... ...... ./../....

......... ...... ../../....

**OR**

**OPTION 2 (TIME-BASED CONTRACTS)** [[3]](#footnote-3)  
**(Delete title immediately above after selecting option)**

In full consideration for the complete and satisfactory performance of the Services under this Contract, UN Women shall pay the Contractor a price not to exceed [*insert currency & amount in figures and words*] (“the Maximum Total Amount”). The Maximum Total Amount is not a guaranteed amount. The Fee Schedule in Annex [*insert annex number*] contains the maximum amounts per cost category that are reimbursable under this Contract; such maximum amounts are not guaranteed amounts. The Contractor shall reflect in its invoices the amount of the actual reimbursable costs incurred in the performance of the Services. 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 Maximum Total Amount or of any of the amounts specified in the Fee Schedule for each cost category without the prior written agreement of UN Women. The Contractor shall submit itemized invoices for the work done every [*insert period of time or milestones*].

1. **INVOICES**

The Contractor shall submit to UN Women an original copy of its invoices, as is required in the preceding Article, specifying, at a minimum, a description of the Services performed, the unit prices in accordance with the Fee Schedule (if relevant), and the total price of the Services, together with such supporting documentation as UN Women may require, as follows:

[*Insert address and contact details for submission of invoices*].

1. **PAYMENT**

Payments shall be made to the Contractor thirty (30) days from receipt of the Contractor’s invoice and supporting documentation and certification by UN Women that the Services represented by the invoice have been provided and that the Contractor has otherwise performed in conformity with the terms and conditions of this Contract, unless UN Women disputes the invoice or a portion thereof. All payments to the Contractor shall be made by electronic funds transfer to the Contractor’s bank account, as follows:

### Name of Bank: Bank Address: Bank ID: Account No: Title/name:

UN Women may withhold payment in respect of any invoice if it considers that the Contractor has not performed in accordance with the terms and conditions of this Contract or has not provided sufficient documentation in support of the invoice. Where an invoice is disputed in part, UN Women shall pay the Contractor any undisputed portion and the Parties shall consult in good faith to promptly resolve outstanding issues. Once the dispute has been resolved, UN Women shall pay the Contractor the relevant amount within thirty (30) days. The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract or any accrued interest on payments withheld by UN Women in connection with a dispute.

1. **NOTIFICATIONS**

All notices and other communications between the Parties required or contemplated under this Contract shall be in writing and shall be transmitted to the following:

**For UN Women:**

[Insert Name, Address, Phone and Email]

**For the Contractor:**

[Insert Name, Address, Phone and Email]

**IN WITNESS WHEREOF**, the Parties have, through their authorized representatives, executed this Contract on the date herein below written.

For and on behalf of UN Women: For and on behalf of the Contractor:

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEX A**

**UN WOMEN GENERAL CONDITIONS OF CONTRACT—CONTRACTS FOR THE PROVISION OF SERVICES**

**The General Conditions can be accessed at:**

<http://www.unwomen.org/~/media/commoncontent/procurement/unwomen-generalconditionsofcontract-services-en.pdf?v=1&d=20150416T202857>

**ANNEX B**

**TERMS OF REFERENCE**

**General guidelines**

1. A TOR is a supplementary contract document which describes the Services to be performed by the Supplier and the results to be achieved. A TOR should not be substituted with solicitation documents and/or the Supplier’s proposal/bid, although these documents may be useful in drafting the TOR.
2. The TOR acts as a baseline for resolving questions about the scope of the Services in the Contract. It should be well-drafted to avoid confusion about expected performance, unnecessary disputes or costs, delays or deteriorating relations. The TOR should be:

* Concise;
* Specific, clear and unambiguous;
* Consistent with the provisions of the Contract;
* Complete and accurate;
* Achievable; and
* Measurable and verifiable.

1. The TOR should answer the following questions:

* What should be done;
* How it should be done
* Who will do what;
* When it should be done;
* Where it should be done; and
* How performance will be judged.

1. Below is a template, which should be tailored for the specific needs of the user.

**Terms of Reference for [*insert Services to be procured*]**

|  |  |
| --- | --- |
| **Deliverables** | *Aim: define the Deliverables that the Supplier is expected to produce.*   * *Describe accurately what results the Supplier is expected to produce: these will be the Deliverables.* * *Define the minimum requirements that a Deliverable must meet, in terms of quality and quantity to be acceptable by UN Women, as well as any other applicable requirements and/or standards.* * *Identify the amount of payment to be made for each Deliverable. This will form the basis for and correspond to the “Payment” section of the Contract.* * *Specify that payment is always conditional upon the satisfactory acceptance of the Deliverables by UN Women.*   *Examples:*   * *Reports: “One capacity assessment report which defines the national capacities needed to develop the protection systems for victims of domestic violence. The report should state capacities at all levels and include a section on the capacities of community-based organizations. The report shall be submitted within five months of the commencement of the Contract”* * *Training sessions: “Four 3-day training sessions for XX number of local government officials of Country X on the implementation of the agreed conclusions of the Commission on the Status of Women, in March, June, September and December of 20XX, in city X,Y, Z and A respectively”* * *Evaluations: “One evaluation report on the overall performance on the programme on the creation of employment opportunities for women in Country X, the outputs related to inputs and the financial management of the programme, to be delivered within 6 months of the commencement of the Contract. The should be of a presentation quality suitable for internal use, and of an accuracy and reliability suited to be used as a basis for policy and budgeting decisions”* |
| **Activities/Tasks** | *Aim: describe how the Services will be provided by the Supplier.*  *NOTE: This section can be included if there is flexibility as to how the Services will be provided. If there is no flexibility, then do not include it.*   * *Describe clearly the activities that the Supplier must perform to achieve each Deliverable.* * *Use verbs/”action words” to describe the activities (to assess, to identify, to prepare, to conduct, to review etc.).*   *Example: “Activities include but are not necessarily limited to the following tasks: Review existing financial statements and prepare proforma financial statements in compliance with IPSAS.”* |
| **Personnel/Qualifications** | *Aim: name the personnel who are expected to perform the Services and any particular qualifications, experience or expertise they are expected to have.*   * *Define who within the Supplier’s organization will be providing the Services.* * *If there are key personnel, list them by name and title* * *If relevant, include a description of the qualifications required, including educational and professional experiences and any other requirements as relevant (e.g. familiarity with certain technological tools, language requirements, etc.).*   *Examples:*   * *Master’s degree (or equivalent) in the fields of ….* * *Advance knowledge of computers and office software packages, experience in handling web-based management systems.* * *Knowledge of Country XX and country experience required.* * *Fluency in written and spoken English and Arabic.* * *X years of professional experience in the fields of …* |
| **Roles and responsibilities of the parties** | *Aim: describe any specific responsibilities of UN Women and the Supplier.*   * *Identify any specific assistance, facilities, equipment, personnel, materials or supplies which the Supplier and/or UN Women will provide* * *Identify any particular arrangements necessary for the performance of the Services, and who will perform those arrangements*   *Example: “UN Women will provide a desk and a desktop computer in Office X. The Supplier shall be required to bring his/her own laptop while traveling on mission.”* |
| **Timeframe and location** | *Aim: define the time frame for the delivery of the Deliverables.*   * *Define the total duration of the Contract.* * *Define all relevant schedules, milestones or deadlines, relating to the “Deliverables” section above.* * *This will be the basis for and correspond to the ‘Payment’ section of the Contract. It will set the dates and timeframe for performance of the Services, the submission of invoices and payment.* |
| **Communication and reporting obligations** | *Aim: describe the communication/reporting obligations of the Supplier.*  *NOTE: this will be particularly relevant if the Supplier is performing the Services in phases.*   * *Identify how UN Women will be informed about the progress of the Services (e.g. X milestones achieved), in order to allow UN Women to monitor the Services.* * *Describe when the Supplier is expected to report (related to the Deliverable milestones), to whom and on what. The reports may cover such aspects as progress made in the provision of the Services, identification of unforeseen issues or areas of concern, delays in the provision of the Services, causes of such delays and proposed measures to correct such causes.* |

1. Advance payments should not be made using this template. Please use the Model Institutional Services Contract or Professional Services Contract for services valued at USD $30,000 or above or for procurement actions for services valued below USD $30,000, where the nature of services or terms and conditions are novel or complex. Please note that advance payments should be granted only in exceptional cases, and that they must comply with UN Women policies and procedures. [↑](#footnote-ref-1)
2. This option is to be used for fixed fee contracts. Fixed price contracts should normally be used when it is possible to estimate with reasonable accuracy the costs of the activities which are the subject of the Contract. Compensation for services is usually referred to as the fee. In a fixed fee contract, there are no “rates”; the amount of the fee is fixed. [↑](#footnote-ref-2)
3. This option should be used for time and materials contracts. Normally, such contracts should be used where the compensation of the contractor is based on time spent in performing the services, and possibly with reimbursement of expenses incurred by the contractor. Cost reimbursable contracts are not normally used for the provision of services. Instead, where the contractor’s compensation is based on time spent in performing the services (and possibly reimbursement of expenses for materials), a time and materials contract should be used; see POM, sec. 11.2. [↑](#footnote-ref-3)