



Model Contract for Goods and/or Services

Between the United Nations Development Programme and a Company or Organization

HOW TO USE THIS CONTRACT

- 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.
- 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.
- 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.”
- No changes or additions to the provisions of this Contract (except completing the Face Sheet) can be introduced without prior clearance by the Legal Office, Bureau for Management Services (LO/BMS), UNDP.
- **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.
- **Please ensure** that a minimum of two (2) originals of this Contract are signed. After signature, UNDP should keep one original and provide the vendor with the other original.
- **Please note** that this instruction page, as well as any footnotes or other instructions in this model Contract, are for the information and guidance of UNDP users only and should be deleted before the Contract is sent to the vendor for review and signature.



Empowered lives.
Resilient nations.

Contract for Goods and/or Services
Between the United Nations Development Programme and **[insert name of the Contractor]**

1. Country Where Goods Will be Delivered and/or Services Will be Provided:	
2. UNDP <input type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Invitation to Bid <input type="checkbox"/> direct contracting Number and Date: _____	
3. Contract Reference (e.g. Contract Award Number):	
4. Long Term Agreement: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> [indicate as appropriate]	
5. Subject Matter of the Contract: <input type="checkbox"/> goods <input type="checkbox"/> services <input type="checkbox"/> goods and services	
6. Type of Services:	
7. Contract Starting Date:	8. Contract Ending Date:
9. Total Contract Amount: <input type="checkbox"/> [insert currency and amount in figures and words]	
9a. Advance Payment: <input type="checkbox"/> [insert currency and amount in figures and words or indicate "not applicable"]	
10. Total Value of Goods and/or Services: <input type="checkbox"/> below US\$50,000 (Services only) – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply <input type="checkbox"/> below US\$50,000 (Goods or Goods and Services) – UNDP General Terms and Conditions for Contracts apply <input type="checkbox"/> equal to or above US\$50,000 (Goods and/or Services) – UNDP General Terms and Conditions for Contracts apply	
11. Payment Method: <input type="checkbox"/> fixed price <input type="checkbox"/> cost reimbursement	
12. Contractor's Name: Address: Country of incorporation: Website:	
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:	

Commented [WU1]: Please mark "not applicable" and leave the number and date blank in cases of **direct contracting**. Where the reference number of a Request for Quotation, Request for Proposal or an Invitation to Bid is not available, please indicate the date only.

Commented [WU2]: An LTA creates a standing and non-binding arrangement with a vendor, giving the business unit an option to issue subsequent contracts on the terms agreed in that LTA without having to undergo a separate bidding exercise. Please review the special conditions for LTAs set forth in Section 3 of the UNDP General Terms and Conditions.

Commented [WU3]: Please note that advance payments should be granted only in exceptional cases and **should not exceed 20%** of the proposed total contract value. Any advance that exceeds that threshold, or that amounts to US\$30,000 or more, must be disbursed only upon the Contractor's submission of a bank guarantee or a certified cheque in the full amount of the advanced payment from a reputable bank acceptable to UNDP.

Commented [WU4]: If the contract price is **below US\$50,000** and the Contract is for **services only**, the UNDP General Terms and Conditions for Institutional (*De Minimis*) Contracts will apply. In all other cases, the UNDP General Terms and Conditions for Contracts will apply.

Commented [WU5]: Please indicate a person responsible for contract management and day-to-day communications with the Contractor. This person may be different from a UNDP representative authorized to sign the Contract (e.g. a Resident Representative, a Deputy Resident Representative or a Country Director).

15. Contractor's Bank Account to which payments will be transferred:

Beneficiary:
 Account name:
 Account number:
 Bank name:
 Bank address:
 Bank SWIFT Code:
 Bank Code:
 Routing instructions for payments:

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].

Commented [WU6]: Special Conditions should be used only where UNDP agrees with the vendor to certain additional conditions and/or changes or deviations from the UNDP General Conditions for Contracts. **Please note** that all such conditions and/or deviations must be cleared by the Legal Office, Bureau for Management Services, UNDP. Once such clearance is received, the said conditions and/or deviations can be included in a separate document and annexed as Special Conditions to this Contract. **Please note** that by submitting its proposal, a bidder commits to adhere to the UNDP contract terms, including the General 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.

Commented [WU7]: If the contract value is below US\$50,000 and the Contract is for services only, the UNDP General Terms and Conditions for Institutional (De Minimis) Contracts will apply. In all other cases, the UNDP General Terms and Conditions for Contracts will apply.

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 force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.

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:	