

Call-Off Order

<p>This document is ancillary to, and incorporates, the terms of the Long Term Agreement XXXXX between XXXXX and UNOPS dated XXXX. It will be considered as a valid Call-off Order when signed by both Parties</p> <p>[Yellow highlighted text is for guidance purposes only and should be replaced and deleted as appropriate]</p>	
Call off order reference number	[Consultant Name / No. of order / Country / Month / year]
Description of Services	[Add brief description of services here.]
Language of service delivery	[Language(s) in which the deliverables are to be produced]
Deliverables	[Provide detailed breakdown of expected deliverables]
Inputs received/ required	[Provide breakdown of expected inputs]
Exclusions	[Detail any exclusions from the scope of services]
Contents	☐ Schedule 1 : Contract Details ☐ Schedule 2 : Project Specific Information ☐ Schedule 3 : Requirement of the Employer ☐ Schedule 4 : Contract Schedules from Consultant ☐ Schedule 5 : Schedule of Forms ☐ Annexures , specify: _____
Notes	[Include any other pertinent notes here]
Key Performance Indicators	[As applicable and relevant, include here any key performance indicators]

<p>Signed on behalf of the Consultant by:</p> <p>Authorised Representative Name: Title: Date:</p>	<p>Signed on behalf of UNOPS by:</p> <p>IPMG Designated Representative Name: Title: Date:</p> <p>_____ Procurement Authority Name Title: Date:</p>
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Note: The following schedules must be used to inform call-off orders (COO) to the required level of detail for the requested services. Brief instructions and consideration are provided as notes where appropriate.

SCHEDULE 1: CONTRACT DETAILS

1.1 Details Provided by the Employer

Sub-Clause No.	Description	Details
1.1	Country	Name: <input type="text"/>
1.4.1	Agreed system of electronic transmission	☐ Email: <input type="text"/> ☐ If others, specify: <input type="text"/>
1.4.1	Employer's Address for Communication	Name: <input type="text"/> Position title: <input type="text"/> Address: <input type="text"/> Email address: <input type="text"/> Telephone/Mobile number: <input type="text"/>
2.2	Employer's Representative	Name: <input type="text"/> Address: <input type="text"/> Email Address: <input type="text"/> Telephone/Mobile number: <input type="text"/>
3.2.1	Performance Security Amount [Bank approved by Employer]	☐ <input type="text"/> % of the Accepted Contract Amount ☐ Not applicable
4.2.1	Commencement Date	<input type="text"/> / <input type="text"/> / <input type="text"/>
4.2.4	Liability Period	<input type="text"/> Years
4.3.1	Time for Completion	<input type="text"/> months/ <input type="text"/> days
4.4.5	Delay Damages	☐ Amount per day: <input type="text"/> USD
4.4.6	Aggregate maximum amount of Delay Damages	<input type="text"/> % of the Accepted Contract Amount

7.2.2	Annual rate of financing charges for delayed payment	<input type="text"/> %
8.4.1	Limit of Liability	<input type="text"/> USD

1.2 Details Provided by the Consultant

Sub-Clause No.	Description	Details
1.1	Accepted Call Off Order Amount	Amount in words: <input type="text"/> Amount in figures: <input type="text"/>
4.3	Consultant's Representative	Name: <input type="text"/> Position title: <input type="text"/> Address: <input type="text"/> Email Address: <input type="text"/> Telephone/Mobile number: <input type="text"/>

SCHEDULE 2: PROJECT SPECIFIC INFORMATION

- 2.1 Project Details
- 2.2 Location Plan

[Brief description of the project including title, location, background and other relevant details to supplement Schedule 3 and provide relevant context for the service requested. Location plan may be as detailed as services require, including description of location and boundaries; description of access routes, access timing and any access restrictions, description of disposal areas, security requirements, and any other relevant location details.]

[Note: This document provides a convenient reference for the minimum and most typical contents of Schedule 3. Subsections 3.2 Consultant's Delegations, 3.3 Nominated Sub-consultants, 3.6 Employer's Delegations, and 3.8 Equipment and Machinery Requirements should be added as necessary.]

SCHEDULE 3: REQUIREMENTS OF THE EMPLOYER

- 3.1 Scope of Services
- 3.2 Consultant's Delegations
- 3.3 Valuation and Payment
- 3.4 Programme Requirements
- 3.5 Nominated Sub-consultants
- 3.6 Employer's Delegations
- 3.7 Key Personnel Requirements
- 3.8 Equipments and Machinery Requirements
- 3.9 Insurance Requirements

3.1 Scope of Services

(In accordance with Sub-Clause 3.1 of the General Conditions)

[Note: Fill in the below subsection OR insert reference to a complete **Terms of Reference** document that is provided as an annex.]

In either case, ensure that the following key areas are covered at a minimum:

- Necessary technical disciplines
- Detailed breakdown of activities and/or methodologies
- Deliverables
- Applicable codes and standards
- Health, safety, social, and environment requirements
- Inputs
- Exclusions
- Risks and assumptions

For Design Services, make sure to include services for the preparation and provision of the design(s) before the construction phase AND technical support services in relation to the design (technical queries, corrections to the design(s), etc.) during construction and through final completion of the underlying works.

1. Comprehensive description of services, including necessary technical disciplines:

2. Detailed breakdown of activities and or/methodologies

- 3. The standards, codes and regulatory requirements the Consultant shall use and comply with in the performance of its obligations under the Contract:**

- 4. Health, Safety, Social and Environmental (HSSE) requirements:**

(In accordance with Sub-Clause 3.16 of the General Conditions)

- 5. The list of all Deliverables and/or the Consultant's Documents related to the Services:**

- 6. Information on the Review and Approval Process (UNOPS and any other as required):**

7. Any other notes, pertinent details and technical information relevant to the successful execution and completion of the Services:

3.3 Valuation and Payment

*(Based on actuals on monthly basis or based on the following payment schedule
In accordance with Sub-Clause 7.1 of the General Conditions)*

[Note: Payment should be tied to milestones of the deliverables and ensure that the language reflects acceptance of deliverables, not just their delivery. Standard language to include:

“All payment will be based on the actual hours worked against applicable rates. Payment shall be made upon acceptance of deliverables and receipt of an invoice.”]

No.	Milestone	Amount	Target date
1		<input type="text"/> % of Accepted Contract Amount	
2			
3			
4			
5			
6			

3.4 Programme Requirements

(Description of the requirements associated with the Programme, in accordance with Sub-Clause 4.3 of the General Conditions, detailing the order and timing in which the Consultant must carry out its services)

3.7 Key Personnel Requirements

(Details of Key Personnel requirements in accordance with Sub-Clause 3.6 of the General Conditions)

No.	Position description/title	Required qualification	Area of experience required	Years of relevant experience required
1				
2				
3				
4				
5				

3.9 Insurance Requirements

(Details in accordance with Sub-Clause 9.1 of the General Conditions)

Insurances	Additional details on scope of cover	Period	Limit of Liability
Professional Indemnity Insurance		☐ As required by Law or by industry body or trade association from the Contract Effective Date until expiration of the Liability Period	☐ As required by Law or by industry body or trade association ☐ _____ _____ _____
		☐ _____ _____ _____ _____	

Public Liability Insurance	☐ As required by Law or by industry body or trade association from the Contract Effective Date until Final Completion of the Services. ☐ _____ _____ _____ _____	☐ As required by Law or by industry body or trade association ☐ _____ _____ _____
Workers Compensation Insurance	From the Contract Effective Date until Final Completion of the Services.	☐ As required by Law or by industry body or trade association ☐ _____ _____ _____
Other required insurances		

[Note: This document provides a convenient reference for the minimum and most typical contents of Schedule 4. Subsections 4.3 Method Statement, 4.5 Organizational Structure, 4.6 Sub-consultants, 4.7 Consultant's equipment and machinery should be added as necessary.]

SCHEDULE 4: CONTRACT SCHEDULES FROM CONSULTANT

- 4.1 Fees and reimbursable cost
- 4.2 Programme
- 4.3 Method statement
- 4.4 Key personnel
- 4.5 Organizational structure
- 4.6 Sub-consultants
- 4.7 Consultant's equipment and machinery
- 4.8 Insurance details and insurances

4.1 Fees and Reimbursable Cost

[Detail the inputs provided by the Consultant for the provision of services to meet the Employer requirements and provide a fee schedule. The resources required to undertake the services must be listed in a table that clearly sets out the required resources per each deliverable . The Experience Level and Project/Discipline Type must relate to the Maximum Rates Table in the LTA and the daily rates used must be less than or equal to the rates in the Maximum Rates Table in the LTA. Rates should include all taxes and insurances. A template for the detailing of necessary resources can be accessed here: [Template: LTA Resource fee matrix](#).]

In full consideration for the complete and satisfactory performance of the Services under this Contract, UNOPS shall pay the Consultant a contract price of [insert currency and amount in figures and words], as per the resources and rates defined in this Schedule 4.

The fees and applicable expenses for the delivery of services under this contract are detailed in [cite relevant attachment based on [Template: LTA Resource fee matrix](#)].

4.2 Programme

(In accordance with Sub-Clause 4.3 of the General Conditions)

4.3 Method Statement

(Description of the arrangements and methods which the Consultant proposes to adopt for carrying out the Services including the Health, Safety, Social and Environmental Management and Quality Management System)

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4.4 Key Personnel

(Details of Key Personnel in accordance with Sub-Clause 3.6 of the General Conditions)

[CVs of identified resources in the template should be provided in an annex.]

No.	Position description	Name	Qualification	Years of relevant experience
1				
2				
3				
4				
5				

The CVs of all relevant personnel required to deliver the requested services are provided in Annex x.

4.8 Insurance Details and Insurances

(Details of Insurances that are available in accordance with Sub-Clause 9.1 of the General Conditions)

1. Professional indemnity insurance

Name of Insurer:	
Policy No.:	
Insured Amount:	

Renewal Date:	
Name of Broker:	
Contact details of Broker:	

2. Public liability insurance

Name of Insurer:	
Policy No.:	
Insured Amount:	
Renewal Date:	
Name of Broker:	
Contact details of Broker:	

3. Workers compensation insurance

Name of Insurer:	
Policy No.:	
Insured Amount:	
Renewal Date:	
Name of Broker:	
Contact details of Broker:	

[Note: Typical omitted but may be required for significant jobs.]

SCHEDULE 5: SCHEDULE OF FORMS

5.1 Form for Performance Security

PERFORMANCE SECURITY

[On the letterhead of the institution issuing the security]

Date: ____/____/____

Performance Security Number: [#####]

To: UNOPS

[insert address of the Employer]

We have been informed that you have entered into a Contract dated [insert date] with [insert company name] (hereinafter called the “**Consultant**”) titled [insert contract title] with Contract No. [insert number] for the [insert name of the project] for certain services (hereinafter called the “**Services**”) to be undertaken by the Consultant (hereinafter called the “**Contract**”).

We, irrevocably and unconditionally undertake with you that whenever you give written notice to us stating that in your sole and absolute judgment the Consultant has failed to observe or perform any of the terms, conditions or provisions of the Contract on its part to be observed or performed, we will, notwithstanding any objection which may be made by the Consultant and without any right of set-off or counterclaim, immediately pay to you or as you may direct such an amount as you may in such notice require not exceeding the sum of [insert amount equivalent to 5 or 10 % of the Accepted Contract Amount in words (and figures) with the relevant currency] (hereinafter called the “**Guaranteed Sum**”).

This Performance Security (hereinafter called the “**Guarantee**”) is valid and will continue to be valid and enforceable from the date of this letter for the Guaranteed Sum until the issue of the Final Completion of the Services. This Guarantee will automatically expire on the issue of the Final Completion Certificate or, if a dispute arises under the Contract, after the final determination of that dispute, whichever occurs later. Promptly after expiration of the Guarantee, UNOPS shall return the Guarantee to the Consultant.

Any payment by us in accordance with this Guarantee must be in immediately available and freely transferable [insert currency] free and clear of and without any deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed.

Our obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim against the Consultant and will not be discharged or otherwise prejudiced or adversely affected by any:

- time, lenience or tolerance which you may grant to the Consultant;
- amendment, modification or extension which may be made to the Contract or the Services performed under the Contract;
- intermediate payment or other fulfilment made by us;
- change in the constitution or organization of the Consultant; or
- other matter or thing which in the absence of this provision would or might have that effect, except a discharge or amendment expressly made or agreed to by you in writing.

This Guarantee may not be assigned by you to any third party, without our prior written consent, which must not be unreasonably withheld. You must notify us in writing of any assignment, after which we must make any payment claimed under this Guarantee to the person, firm or company specified in the notice which will constitute a full and valid release by us in relation to that payment.

Any notice required by this Guarantee is deemed to be given when delivered (in the case of personal delivery) or forty-eight (48) hours after being dispatched by prepaid registered post or recorded delivery (in the case of letter) or as otherwise advised by and between the parties.

We agree that part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Consultant, and this Guarantee may be exchanged or surrendered without in any way impairing or affecting our liabilities under this Guarantee without notice to us and without the necessity of any additional endorsement, consent or guarantee by us, provided, however, that the Guaranteed Sum does not increase or decrease.

No action, event or condition which by any applicable law may operate to free us from liability under this Guarantee will have any effect. We waive any right we may have to apply such law so that in all respects our liability under this Guarantee will be irrevocable and, except as stated in this Guarantee, unconditional in all respects.

Capitalized words and phrases used within this Guarantee have the same meanings as are given to them in the Contract.

This Guarantee is governed by the Uniform Rules for Demand Guarantees, (2010 Revision), International Chamber of Commerce Publication No. 758, provided that the supporting statement under Article 15 (a), and Articles 34 and 35 are excluded. Any disputes arising out or in connection with this Guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then in effect, the language of the proceedings being English.

Nothing in or relating to this Guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs, of which UNOPS is an integral part, which are hereby expressly reserved.

IN WITNESS of which then [insert name if the institution issuing the Guarantee] has duly executed this Guarantee on the date stated above.

SIGNED by

Name:

.....

Title:

.....

Institution:

.....

Date:

.....

Signature:

Name of witness (block letters):

.....

Occupation of witness:

.....

Address of witness:

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Signature of witness:
