



World Food
Programme

Mpango Wa
Chakula Duniani

Programme
Alimentaire
Mondial

برنامج
الأغذية العالمي

The Food Aid Organisation of the United Nations System

CONTRACT NO. xxx/xx/xxx/xx

CONTRACT FOR SUPERINTENDENCE SERVICES

This Contract is entered into between the United Nations World Food Programme (“WFP”) and xxxxxxxx Superintendent Co. Ltd (“xxx”) following an offer received on date in response to a Request for Proposal for Superintendence Services for Local Purchases (RFP No. xxx/xx/xxx/xx) dated date.

Article 1 SCOPE OF WORK

The United Nations World Food Programme may procure various food commodities such as but not limited to WFP commodity1, WFP commodity2, WFP commodity3 etc... from short listed traders and small scale farmers groups located in various country name regions, (such as but not limited to area1, area2, area3, area4....) for delivery at designated WFP Receiving Points. Prior to delivery, all commodities are stored by the contracted suppliers in their own warehouses. Only upon certification from I.C. name food inspection agent shall the suppliers deliver commodities on a staggered basis to various destinations.

The purpose of this Contract is to establish a framework agreement for superintendence services in respect of commodities procured locally by WFP, including commodities purchased under the “Purchase for Progress” initiative.

On written request of WFP, I.C. name shall within 24 hours of such written request, agree to provide WFP with any of the food inspection services (the “services”) listed in Annex I, which forms an integral part of this Contract. Services shall be conducted in accordance with the terms of this Contract and applicable international accepted sampling and analysis procedures, including WFP Standard Operating Procedures (SOPs) and Guidelines/Checklist forms published on WFP Food Quality website.¹

Article 2 REQUEST FOR SERVICE

WFP shall inform I.C. name in advance of purchase contracts put in place with a WFP supplier, including relevant details to the extent known. Information shall include: size of the consignment (total tonnage expected), Shipping Instruction Number (SI), commodity type, nature of packaging, condition certificate or specifications, supplier and expected mode of transport.

WFP shall request services under this Contract by sending I.C. NAME a formal Inspection Request, signed by a WFP designated official, authorizing I.C. NAME to proceed with the services therein specified. It is the responsibility of I.C. NAME to ensure that services provided under this Contract are in line with the most updated SOPs and Guidelines/Checklist forms published on WFP website.

¹ <http://foodqualityandsafety.wfp.org/inspection>

WFP shall not be responsible for work performed by **I.C. NAME** without a written Inspection Request duly signed by a WFP designated officer.

**Article 3
TERM**

The contract is valid for a period of two years from the time the contract is signed by both parties (the “**Term**”) and it may be extended by mutual written agreement for further periods (such extension(s) forming part of the Term).

**Article 4
PRICE**

The services performed by **I.C. NAME** under this Contract shall be charged in accordance with the rates listed at Annex II which are fixed for the Term.

I.C. NAME shall seek the prior written approval of WFP in respect of applicable travel costs and number of inspectors involved before undertaking any travel in connection with this Contract.

**Article 5
INVOICING PROCEDURES AND PAYMENTS**

Original invoices shall be submitted to:

**UN World Food Programme, Xxxx country name xxxx
Xxx – insert WFP CO full address**

WFP shall effect payment by bank transfer within thirty (30) days from the date of receipt by WFP of the original invoice and all relevant documents specified in Annex I of this Contract. Documentary supporting evidence shall also be provided when travel charges are incurred. WFP does not undertake to pay on Letters of Credit or make payments in advance of performance of service. Under no circumstances shall WFP be liable to pay interest on amounts not paid within this period.

I.C. NAME agrees to respond in English to any cost related query raised within thirty (30) calendar days of receiving such query. In the absence of a satisfactory response, WFP is entitled to withhold payment for such charges until such time as a satisfactory response is received.

WFP shall not be liable for charges/costs arising from poor or non-performance of **I.C. NAME**, unless such poor/non-performance is attributable to WFP.

The costs for the initial analysis/survey shall be borne by WFP. The Supplier of the purchased commodity shall be liable for payment of the cost of any subsequent analysis/survey to be performed as a result of any irregularities and/or non-compliance with WFP’s commodity specifications at the time of the first analysis/survey. In such cases, **I.C. NAME** shall send the invoice pertaining to this service to the supplier with a copy to WFP.

Should **I.C. NAME** fail to perform any of the requested services according to the terms of this Contract, WFP shall be entitled at its sole discretion to deduct as liquidated damages up to a maximum of 5% of the value of such services from the relevant payment due to **I.C. NAME**.

**Article 6
LIABILITY**

I.C. NAME liability in respect of any claim for loss, damage or expense of any nature and howsoever arising shall not exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.

I.C. NAME shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expenses arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by WFP.

I.C. NAME shall not be entitled to the benefit of the limitation of liability provided for in this article if the loss, damage or expense resulted from an act or omission of **I.C. NAME** that constitutes fraud, gross negligence or willful misconduct.

Article 7

USE OF THE NAME AND EMBLEM OF WFP OR THE UNITED NATIONS

I.C. NAME shall not advertise or otherwise make public the fact that it is a contractor to the United Nations World Food Programme, nor shall **I.C. NAME**, in any manner whatsoever use the name, emblem or official seal of the WFP or the United Nations, or any abbreviation of the name of the WFP or the United Nations in connection with its business or otherwise.

Article 8

LEGAL STATUS

I.C. NAME shall be considered as having the legal status of any independent contractor vis-à-vis WFP. **I.C. NAME**, its personnel and sub-contractors shall not be considered in any respects as being the employees of WFP. **I.C. NAME** shall be responsible for all work and services performed by its employees and for all acts and omissions of such employees.

Article 9

TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognise WFP's exemption from such taxes, duties or charges, **I.C. NAME** shall immediately consult with WFP to determine a mutually acceptable procedure.

Accordingly, **I.C. NAME** authorises WFP to deduct from **I.C. NAME's** invoice any amount representing such taxes, duties or charges, unless **I.C. NAME** has consulted with WFP before the payment thereof and that WFP has, in each instance, specifically authorised **I.C. NAME** to pay such taxes, duties or charges under protest. In that event, **I.C. NAME** shall provide WFP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorised.

Article 10

FORCE MAJEURE

The term Force Majeure as employed herein shall mean any unforeseen event beyond the control of either party and which neither party is able to overcome, that hinders, either temporarily or definitely, the performance of obligations under the Contract and may justify the postponement, interruption or termination of such Agreement. If at any time during the course of this Agreement it shall become impossible for any party to perform any of its obligations for reason of Force Majeure, that party shall notify the other party of the existence of such Force Majeure within 14 days of its appearance, whereupon both parties will be relieved from such obligations and reciprocal obligations. The party to which notice is given shall have the possibility to dispute the existence and/or applicability of Force Majeure in the conditions set forth in article 12.

Article 11 AMENDMENT AND TERMINATION

The Contract may be amended with the mutual written consent of the Parties.

In the event of termination of this Contract, WFP shall give **I.C. NAME** one (1) month's written notice of its intention to terminate the contract. **I.C. NAME** shall be similarly required to give WFP one (1) month's notice of his intention to terminate the Contract.

WFP may at any time, and with immediate effect, terminate the Contract under any of the following circumstances:

- **I.C. NAME** fails to meet its obligations under the Contract.
- **I.C. NAME** refuses or neglects to carry out any instructions given by WFP, which are consistent with the terms and conditions of the Contract.
- **I.C. NAME** becomes bankrupt, insolvent or has a receiving order made against it.
- If WFP's operations are suspended, or if for any reason whatsoever, WFP ceases to operate.

Article 12 LAW and ARBITRATION

This Contract, and any dispute arising there from, shall be governed by general principles of law, to the exclusion of any single national system of law.

Any dispute between the parties concerning the interpretation and the execution of this Contract that is unresolved after conciliation shall, at the request of either party, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), as at present in force. The place of arbitration shall be Rome and the language to be used in the arbitral proceedings shall be English. Any arbitration award rendered in accordance with the provisions of this article shall be final and binding on the parties.

Article 13 IMMUNITY CLAUSE

Nothing in this Contract shall imply a waiver by the United Nations World Food Programme, the United Nations or any of its Agencies or Organisations, of any privileges or immunity enjoyed by them or their acceptance of the jurisdiction of the courts of any country over disputes arising out of this Contract.

Article 14 ANTI-CORRUPTION AND ANTI-FRAUD

I.C. NAME acknowledges and agrees that, in accordance with WFP's Anti-Fraud and Anti-Corruption Policy (WFP/EB.2/2010/4-C/1) (the "**Policy**"), WFP has *zero tolerance* for Fraudulent, Corrupt and/or Collusive Practices (as such terms are defined below).

In particular, and without limitation, **I.C. NAME** represents and warrants to WFP that it has not, and it shall not, at any time:

- (a) perform any act or omit to perform any act, including any misrepresentation, in order to knowingly mislead, or attempt to mislead, WFP and/or any other party to obtain a financial or other benefit or to avoid any obligation ("**Fraudulent Practice**");
- (b) offer, give, receive or solicit, directly or indirectly, or attempt to offer, give, receive or solicit, directly or indirectly, anything of value to improperly influence the actions of WFP and/or any other party ("**Corrupt Practice**"); nor

- (c) enter into any arrangements with any other party or parties that are designed to achieve an improper purpose, including but not limited to improperly influencing the actions of WFP and/or any other party or engaging in price fixing (“**Collusive Practice**”, and together with Fraudulent Practices and Corrupt Practices, “**Prohibited Practices**”).

I.C. NAME shall communicate the Policy to its officers, employees, contractors, subcontractors and agents and shall take all reasonable measures to ensure that such persons do not engage in Prohibited Practices.

I.C. NAME shall immediately disclose to WFP any actual, apparent, potential or attempted Prohibited Practice that **I.C. NAME** becomes aware of. To that end, **I.C. NAME** shall fully cooperate, and shall take all reasonable steps to ensure that its officers, employees, contractors, subcontractors and agents fully cooperate, with any investigation of Prohibited Practices by WFP, including by complying with all reasonable requests from WFP to gain access to and inspect any records, documents and other relevant information.

I.C. NAME expressly acknowledges and agrees that any breach of this clause by **I.C. NAME** or by any of its officers, employees, contractors, subcontractors or agents, constitutes a material breach of this Contract, which entitles WFP to immediately terminate this Contract without incurring any liability to **I.C. NAME**; and

I.C. NAME expressly acknowledges and agrees that, in the event that WFP were to determine through an investigation or otherwise that a Prohibited Practice occurred, WFP shall have, in addition to its right to immediately terminate the Contract, the rights to: (i) apply and enforce the relevant sanctions in accordance with WFP internal regulations, rules, procedures, practices, policies and guidelines, including referral of the matter to national authorities when appropriate; and (ii) recover all losses, financial or otherwise, suffered by WFP in connection with such Prohibited Practices.

Article 15 CONTRACT DOCUMENTS

Only and exclusively the documents set out below are considered to be an integral part of this Contract. In case of any conflict between the provisions of this Contract and any of its attachments, the provision of the document listed first below shall prevail:

1. **Operative parts of this Agreement consisting of preamble and 14 Articles**
2. **Annex I: The Services**
3. **Annex II: Rates**
4. **Annex III: WFP Fumigation SOPs**
5. **Annex IV: WFP SOP for Sampling And Testing for Aflatoxin**
6. **Annex V: WFP Checklists**

By their signatures below, the Parties agree that they understand and accept the terms above and agree to be bound by them.

For and on behalf of **I.C. NAME**

For and on behalf of WFP

Name

WFP CD name

Chief Cargo Superintendent,
I.C. NAME Xxxx country name xxxx
Superintendent Co. Ltd.

Signature:

Date:

Witness:

Signature:

Date:

WFP Representative and Country Director
xxxx Country Office

Signature:

Date

Witness

Signature:

Date:

ANNEX I SERVICES

Upon written request of WFP, **I.C. NAME** shall be required to perform the following services:

1. General

Inspection of Premises: **I.C. NAME** to inspect suppliers' warehouses/premises to determine condition, hygiene and fitness/suitability for accomplishing the food supply contract.

Packing:

- Visually check for quality of packaging materials to ensure conformity with requirements set out in purchase contract.
- For bagged commodities: Perform bag drop test on 10% of the purchased quantity.
- Perform a sample weighing of a minimum of 10% of the total quantity purchased to ensure that weights conform to the Contract. Where necessary, a higher percentage of samples may be used to determine the average weight. For a representative sampling, the bags for sample weighing must be selected from the front, middle, and back locations in the stack.
- Check the weights of full and empty packaging to ensure conformity with contractual requirements.
- Check and ensure marking of bags is in conformity with requirements set out in purchase contract.
- Open and inspect some of the bags to ensure there are no evidences of infestation (live pests inside), high moisture contents (e.g. caking, darkening, etc..) and of other visual defaults (e.g. presence of foreign matters in excessive quantities, etc..).
- Any identified problem concerning packaging (such as weak packaging, torn, old, unserviceable and/or poor quality stitching/sealing) and/or the purchased commodity must be promptly reported to WFP office.

Attendance:

- For purchases from smallholder farmer organizations, the **I.C. NAME** inspector(s) shall be present at pre-delivery inspection and loading inspection at the farmers' warehouse/collection centre and at final inspection at delivery point, whenever work is in progress. The **I.C. NAME** inspector(s) shall attend operations until the receiving exercise at the warehouse/collection center, re-bagging and loading from warehouse/collection center and inspection at delivery point are finalized.
- For purchases from traders, **I.C. NAME** inspector(s) must be present at re-bagging, during pre-delivery inspection and loading inspection and final inspection at delivery point, whenever work is in progress.
- **I.C. NAME** shall assist the smallholder farmer organizations on food quality control, warehouse management and pest control issues.

Sampling:

- Representative samples to be drawn in accordance with international sampling method standards as illustrated in table below.

Table: Sampling rules EXAMPLE- ADJUST FOR THE REQUESTED SERVICES FOR PRODUCTS AS IN ARTICLE 1

No	Commodities	Lot or sub-lot size (MT)	Number of increment	Place of sampling	Reference
1	HEB, SALT, SUGAR	≤50	50 (One increment every 0.1 to 1 MT)	Warehouse	ISO 24333-2009
		51 – 100	50 (One increment every 1 to 2 MT)		
2	Wheat Bulgur Pulses Maize Sorghum	≤100	3 % of bags and minimum 50 bags (e.g. 60 increments for a lot of 100 MT, packed in 50 kg)	Warehouse	GAFTA 124-2
		101-200	3 % of bags (e.g. 120 increments for a lot of 200 MT, packed in 50 kg)		
		201-300	3 % of bags (e.g. 180 increments for a lot of 300 MT, packed in 50 kg)		
		301-400	3 % of bags (e.g. 240 increments for a lot of 400 MT, packed in 50 kg)		
		401-500	3 % of bags (e.g. 300 increments for a lot of 500 MT, packed in 50 kg)		

- Sampling and Testing for Aflatoxin to be conducted in accordance with WFP standard procedures enclosed at Annex IV of this Contract and published on WFP website².
- Quality of the food commodities to be determined by inspection and testing during bagging/loading to ensure that the quality is consistent with what is stipulated in the purchase contract. Quality analysis certificates for the initial tests and/or any other subsequent tests done by **I.C. NAME** must be sent immediately to WFP when available.
- During delivery operations to WFP designated warehouse, **I.C. NAME** inspector(s) shall take representative samples of the commodity to ensure that the grade of the product remains consistent with contractual requirements. In the event of nonconformity in terms of quality or weight it is the Superintendent's responsibility to immediately halt delivery and inform WFP. WFP reserves the right to full recourse against the service provider should this requirement not be met.

² <http://foodqualityandsafety.wfp.org/inspection>

- Collected samples to be retained by **I.C. NAME** for a minimum period of 3 months. (Size of the retained samples should be the same than the lab samples)

Pictures: **I.C. NAME** inspector(s) to take pictures of food commodities and supplier(s) warehouse/premises and include them in the inspection report.

2 - Inspection at Loading

Attendance

- **I.C. NAME** inspector(s) to be present at each place of loading, whenever operations are in progress.
- If the cargo has been inspected at the warehouse level a system of sealing, identification, etc. of the cargo shall be put in place. The identification system shall be documented and shared with WFP.

Visual Check of Cargo and Means of Transportation

- Visually check again the packaging (quality, stitching, marking, weight) to ensure that the goods are in conformity with the contractual requirements.
- Conduct additional visual checking for infestation, discoloration, moisture content and any other defaults.
- Inspect the trucks / wagons (or any other mean of transportation) before loading to ensure they are clean and fit for transportation of food (e.g. sound tarpaulins, no risk of contamination from oil / fuels or other substances that may have been previously carried, etc.), and ensure the wagons/floors of the truck bodies are sound. Take pictures of empty trucks/wagons where requested.
- If fumigation is required, **I.C. NAME** to advise the WFP supplier to follow WFP's fumigation Standard Operating Procedures (SOPs), attached at Annex III of this Contract. WFP shall inform **I.C. NAME** on any amendments to said SOPs. **I.C. NAME** inspector(s) to attend fumigation operations at all time.
- If fumigation is needed, the presence of the inspector is REQUIRED at the starting of the fumigation before sheeting the stacks and at the end of the fumigation at the sheeting's removal.

Tally

- Produce tallies for all the bags loaded onto the trucks or wagons at the loading point.
- Check bags stacked onto the trucks/into the wagons, to ensure they are all in sound condition.
- Send a copy of the tally sheet with the loading truck to be presented at the offloading point.
- Provide WFP with daily updates on quantity loaded from each location together with photographs, where necessary.

Reporting

- **I.C. NAME** inspectors to fill out and submit, together with the final report, the completed WFP "Inspection Reporting" and "Inspection Loading" Checklist forms, enclosed at Annex V of this Contract, and published on WFP website.

3. Analysis of Samples and Reporting

Laboratory choice

- Samples collected at supplier's warehouse or during loading to be analysed either at **I.C. NAME** laboratory or at a subcontracted laboratory. The laboratory shall be ISO 17025 accredited unless otherwise agreed with WFP.
- **I.C. NAME** to inform WFP on which laboratory will carry out the analysis specifying: name, contact details and accreditation. WFP shall guide **I.C. NAME** in the selection of the appropriate laboratory.

- WFP reserves its right to conduct analysis in a laboratory of its choice, in order to cross-check the accuracy of the laboratory used by I.C. NAME.

Results

I.C. NAME shall provide to WFP certificates of analysis for each batch, pending the issuance of a final food inspection certificate at the conclusion of the purchase contract. Methods of analysis (standards) and sampling protocol must be mentioned in each analysis report.

Reporting

Inspection Reports shall include:

- A ***sampling report*** (with location of sampling, quantity sampled, name of the officer performing the sampling, quantity sampled, etc.)
- A ***lab (or visual check) report*** from a WFP pre-approved lab (i.e. final certificate as well as intermediate certificates will be required).
- ***Daily reports*** to inform the procurement officer on the progress of the operation.
- ***Inspection at loading*** (including tally, loading report, and “Inspection Loading” checklist)
- ***Fumigation report*** (if fumigation is required: indication of fumigant type used, quantity / MT, exposure duration, place of fumigation)
- All ***other supporting documents***, records, photos, information, if any, related to the reports and checklists (e.g. transport documentation).
- The applicable WFP ***Checklists*** forms, as published on WFP website.

ANNEX II

Table of Rates

Service	Rate
1 Inspection Services (as listed at Annex I)	USD xxx /MT
2 Travel: Transport Fares	At cost – charged only with WFP prior approval
3 Travel: Accommodation, per diem and all other costs (Not applicable for services in area1, area2, area3 etc.)	USD xxxx /per man/per day (all inclusive) - charged only with WFP prior approval
4 Laboratory Tests	USD xxxx /sample
5 Dispatch of sample to laboratory	At cost