

**UN HABITAT AFGHANISTAN**

**Request for Quotation (RFQ)**

**RFQ No: UN/H/KBL/2017/41**

**Project ID: Afghanistan Urban Peace-building Program (AUPP)**

**Title of Work:**

**Supply & Delivery of TOYOTA HIACE VEHICLES for Municipality Advisory Board  
(MBA) of Bamyan**

**02<sup>nd</sup> February 2017**

**Request for Quotation**

**Supply & Delivery of TOYOTA HIACE VEHICLES for Municipality Advisory Board  
(MBA) of Bamyan**

**Closing date: 09 February 2017, at 9:00 am, Kabul Time**

**RFQ No: UN/H/KBL/2017/41**

1. The United Nations Human Settlements Program (UN-Habitat) –Afghanistan hereby solicits your bid for the above subject, in accordance with this document and the annexes attached. Bids are required to be submitted to the United Nations Human Settlements Program (UN-Habitat) offices:

House # 431, Street 7, Taimani Area, District 4, Kabul Afghanistan

2. This Request for Quotation (RFQ) consists of this document and the following annexes:

Annex A: Bid Form  
Annex B: Terms and Conditions to Bid  
Annex B-1: Declaration by bidder and Disclosure Requirement  
Annex C: Price Schedule  
Annex D: Technical Specifications  
Annex E: United Nations General Conditions of Contract  
Annex F: UN General Conditions of Service Contract

3. Bids must be submitted in the English language strictly using the attached Annex. Please confirm by e-mail to [procurement.committee@unhabitat-afg.org](mailto:procurement.committee@unhabitat-afg.org) after you have submitted your bids to the tendering box at the reception office of UN-Habitat main.

4. (a). Your bid must be submitted in a sealed envelope/package clearly marked and addressed as follows:

United Nations Human Settlement Programme  
Procurement Unit  
House # 431, Street 7, Taimani Area, District 4, Kabul Afghanistan  
RFQ Number: UN/H/KBL/2017/41  
Attention to Ghows Amirian

- (b). Outer envelope/package of your bid must clearly indicate RFQ number, name of the Project of UN-Habitat official indicated in paragraph 4.a and 6 of this RFQ, date and closing time and name of your company so that the UN-Habitat can identify your bid at the time of receipt. Please do not combine different bids in the same envelope.

(c). It is the exclusive responsibility of the bidders to ensure that the sealed envelope/package containing the bid reaches the above address before the time and date indicated in paragraph 4.a. so that it is time stamped and acceptable for opening. Bids must be delivered to the designated address during the UN-Habitat working hours from 8:00 a.m. to 4:30 p.m. Sunday through Thursday except for the UN-Habitat holidays. Delivery to UN-Habitat office location will be at the risk of bidders. Written proof of receipt will not be given unless a Postal/Courier service receipt or other form of receipt is presented for UN-Habitat. Bids received after the above mentioned closing date and time will be invalidated.

(d). UN-Habitat Procurement Section strongly encourages you to deliver your bid by hand or via courier so that you can track delivery and ensure receipt by the UN-Habitat Procurement Section in time for the deadline specified in this RFQ.

5. For queries on this RFQ, please contact Procurement Section, Email: [procurement.committee@unhabitat-afg.org](mailto:procurement.committee@unhabitat-afg.org) , in writing One day (1) before closing date. Please notify the UN-Habitat immediately if any part of this RFQ is missing and/or illegible.

7. Bidders are requested to submit bids in compliance with the terms and conditions specified in Annex B - Terms and Conditions to Bid attached to this RFQ.



Ghows Amirian

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**Procurement Officer  
UN Habitat Afghanistan**

**Annex A**  
***BID FORM***

Procurement Section,  
UN-Habitat  
Kabul Afghanistan

Tender for

**Supply & Delivery of TOYOTA HIACE VEHICLES for Municipal Advisory Board (MBA)  
of Bamyan**

**Closing date: 09 February 2017, at 9:00 am, Kabul Time**

**RFQ No: UN/H/KBL/2017/41**

I/We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the Information and Instructions to Tenderers and Terms and Conditions of Tender pertaining to the above Tender, along with Bills, do hereby undertake the Contract for

**Supply & Delivery of TOYOTA HIACE VEHICLES for Municipal Advisory Board (MBA)  
of Bamyan**

Referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total Tender price of US Dollars.....(in words) US\$.....(in figure). [The make-up of the aforesaid total Tender Price is given in the accompanying Bill Quantities.]

I/We confirm that this offer shall be open for acceptance until.....and that it will not be withdrawn or revoked prior to that date.

1. Duly completed Tender Documents.
2. Documentary evidence to establish eligibility of tender
3. Documentary evidence to establish that goods offered from an eligible source and Origin.
4. Documentary evidence to establish eligibility of goods offered.
5. Documentary evidence to establish qualifications for the performance of the Contract.
6. Any other document.

I/We declare that the Photostat copies of documents and certificates submitted as part of the Tender are true copies of such documents and certificates.

I/We understand that UN-Habitat is not bound to accept the lowest tender and that UN-Habitat reserves the right to reject any or all tenders or to accept any part or a tender without assigning any reasons thereto.

My/Our Bank Reference is as follows:

.....  
Signature:  
.....

Name of Tenderer:  
.....

Address:  
.....

Telephone Number:  
.....

Fax Number:  
.....

Email address:  
.....

Date:        /        /2017

Company Stamp

## **Annex B**

### **TERMS AND CONDITIONS TO BID**

#### **Introduction**

The United Nation Human Settlement Program, UN-Habitat, is the United Nations agency for Human Settlement. It is mandated by the UN General Assembly to promote socially and environmentally sustainable communities, towns and cities with the goal of providing adequate shelter for all.

UN-Habitat has been working in Afghanistan for the past almost 23 years assisting the government of Afghanistan through a number of projects in 20 provinces.

#### **Specific Requirements**

- 1- Supply and delivery of TOYOTA HIACE Vehicles

#### **Note:**

We understand that UN-Habitat is not required to accept and/or evaluate Quotations that do not conform to the instructions of the referenced RFQ, and additionally, UN-Habitat may reject all Quotations and not award a Blanket Purchase Agreement for this ITB.

#### **Evaluation Criteria:**

- a) Lowest cost to UN
- b) Sufficient experience in similar supply (evidence should be provided as a supporting document)
- c) Technical compliance with RFQ requirements
- d) Legally established company in Afghanistan

#### **Mandatory Documents to be attached with Bid Proposal for evaluation:**

- ✓ Price schedule
- ✓ Valid business license
- ✓ Technical specification meet minimum requirement

#### **Eligible Tenderers**

- 1) Any company meet the required specification as well as established criteria.

#### **Pre Bid Meeting**

N/A, but still you can submit your query, if any.

#### **Site Description**

- Goods to be delivered to Bamyan Municipality Office.

#### **Cost of Tendering**

The tenderer shall bear all costs associated with the preparation and submission of the tender document in compliance with tender requirements and the client will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

### **Security**

The contractors will be fully responsible for the security of their personnel, materials and equipment. UN-Habitat accepts no liability regarding safety and security of contractor's staff, personnel and materials including equipment.

### **Technical Specification of Requirement**

(See the Schedule requirements and the Technical Specification)

Changes, substitutions or other alterations to the technical specifications of requirement stipulated in this RFQ document will not be accepted unless approved in writing by the UN-Habitat project authorized official.

### **Liquidated Damages**

The Contract or Purchase Order concluded with the only successful contractor will provide that if the successful contractor fails to supply the specified goods/services within the lead time stipulated by his or her Bid, or within a period specified by a Purchase Order or a Contract, Habitat shall, without prejudice to its other remedies under the Purchase Order or Contract, deduct from the Purchase Order or Contract price, as liquidated damages a sum equivalent to point five percent (0.5%) per week of delay calculated on the value of the Purchase Order or Contract until actual delivery, up to a maximum deduction of ten percent (10%) of the value of the Purchase Order or Contract.

### **No Commitment**

This RFQ does not commit UN Habitat to award a contract or to pay any costs incurred in the preparation or submission of bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid submitted will be regarded as an offer made by the bidder and not as an acceptance by the bidder of the offer made by UN Habitat. No contractual relationship will exist except pursuant to a written contract document signed by the duly authorized official of UN Habitat Procurement Section and by the selected bidder. This RFQ does not commit UN Habitat to consider any bid or to award a contract.

Bid documents must be duly signed and stamped by authorized person.

Note: Failure to provide any of those above documents result in invalid bids (therefore, will not be included for further evaluation). The administrative parts shall be reviewed during public bid opening session in front of all participated representatives of bidders.

### **Evaluation Factors for Award include:**

All bids will be evaluated in accordance with the provisions of the UN Financial Regulations and Rules and established procedures of the UN, as well as the requirements of this RFQ. The following criteria will be considered in evaluating the bids:

- a) Lowest cost technically responsive offer will be awarded.

### **Payment Terms**

The UN Financial Regulations and Rules preclude advance payments or payments by letter of credit. Such provisions in a bid will be prejudicial to its evaluation by UN Habitat. The normal terms of payment by UN Habitat are 30 (thirty) days (or similarly discounted payment terms if offered by bidders) upon satisfactory delivery of goods or performance of services, acceptance thereof by UN Habitat and certification by UN Habitat of the Contractor's invoice. Bidders must therefore clearly specify in their bids the payment terms being offered.

### **Validity of Bids**

Bids shall remain open and valid for acceptance for a period of at least Ninety (90) days from the date of opening specified in this RFQ.

### **Rejection of Bids and Split Awards**

UN Habitat reserves the right to reject any and all bids if they inter alia:

- i. Is received after the deadline stipulated in the RFQ
- ii. Are not properly marked or addressed as required in the RFQ
- iii. Are delivered to another UN Habitat office location than the one required in the RFQ
- iv. Are transmitted by facsimile/E-mail unless specifically indicated in the RFQ
- v. Are unsolicited
- vi. Contain an alternate bid; or
- vii. Are not otherwise in compliance with this RFQ

UN Habitat also reserves the right to split an award between any bidders in any combination as it may deem appropriate and the bidders must be willing to accept partial awards.

### **Withdrawal and Modification of Bids**

Bids may be modified or withdrawn in writing, prior to the bid closing time specified therein. Bids may not be modified or withdrawn after that time.

### **Errors in Bids**

Bidders or their authorized agents are expected to examine any maps, drawings, specifications, circulars, schedules and other instructions pertaining to the work, made available by UN Habitat to the bidders for inspection. Failure to do so will be at the bidder's own risk. In case of error in the totaling of prices, the unit price will govern.

### **Corrupt Practices**

All UN Habitat vendors shall adhere to the highest ethical standards, both during the procurement process and throughout the performance of a contract.



## **Conflict of Interest**

A Bidder must not, and must ensure that its employees, officers, advisers, agents or sub-contractors do not, place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of UN Habitat and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any **UN Habitat** contract a conflict of interest arises, or appears likely to arise, the Bidder must notify **UN Habitat** immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Bidder conflict with the interests of **UN Habitat**, or cases in which any **UN Habitat**, employee or person under contract with **UN Habitat** may have, or appear to have, an interest of any kind in the Bidder's business or any kind of economic ties with the Bidder. The Bidder must take such steps as **UN Habitat** may reasonably require resolving or otherwise dealing with the conflict to the satisfaction of **UN Habitat**.

## **Vendor Registration**

UN Habitat vendors shall keep current the information required for them to be registered as a UN vendor via the UN Global Marketplace (UNGM) at [www.ungm.org](http://www.ungm.org) by means of electronic\_updates. UN vendors shall inform the UN immediately and in writing, setting out all relevant details, about any material change in the information provided to the UN in their vendor application, including, but not limited to, change of name due to merger, acquisition or otherwise; change of address; material claims against the vendor, or any litigation or arbitration in which the vendor is a party; any investigation or inquiry by any governmental regulatory, licensing or other authority into the conduct of the vendor or any officer or employee thereof that could materially adversely affect the financial or other standing of the vendor, or the ability of the vendor to provide to the UN any goods or services the subject of this RFQ; criminal convictions of any employee, officer, adviser or agent of the vendor; civil judgments; the most recent financial statements or financial standing of the vendor including any filing for bankruptcy, or entry into receivership, by the vendor; abusive, unethical or unprofessional conduct of the vendor including corrupt practices and submission of false information; any assignment of assets by the vendor or other financial acts, and any acts of financial impropriety committed or suffered by the vendor; any of the aforementioned factors in relation to a holding, parent, subsidiary, or affiliated company of the vendor which could materially adversely affect the financial or other standing of the vendor, or the ability of the vendor to provide to the UN any goods or services the subject of this RFQ. The submission, which may be in the form of a letter, fax or other electronic means, shall include all relevant documentation with regard to the changes. Upon receipt of such information, the UN will make an assessment and determine whether the changes require a re-evaluation of the vendor's status as a registered UN vendor. Vendors which fail to so inform the UN about such material changes or fail to submit their latest financial statements may risk suspension or removal from the UN vendor database.

## **Rights of UN Habitat**

If UN Habitat determines that a vendor has engaged in collusive bidding, has received improper assistance, engaged in corrupt practices, or conflict of interest situations, then notwithstanding any other legal rights or remedies it may have, **UN Habitat** reserves the right, at its sole option, to :

- i. Reject any bid or recommendation to award a contract to such vendor; and/or
- ii. Declare a company or firm or ineligible, either indefinitely or for a stated period of time, to become a **UN Habitat** registered vendor; and/or
- iii. Terminate any contract entered into with such vendor.

## **Annex D**

### **Price Schedule**

#### **GENERAL NOTES ON BOQ**

Following provisions shall be deemed to be included in the rates for all the Items.

Generator, transformer, electrical and submersible work shall be as per the specification and design

#### **General**

I the Bill of Quantities should be read in conjunction with the specification of works, preambles, Conditions of Contract and the Contract drawings.

li All Items in the Bill of Quantities should be priced and rated whether quantities are stated or not. Items against which no prices or rates are entered will be considered as covered by other prices or rates in the Bill. All prices or rates must be firm.

lii the Contractor is deemed to have visited and inspected the site and surroundings, before tendering.

#### **Materials,**

Goods and all costs in connection therewith (eg: - conveyance, delivery, unloading, storing, returning, packing, handling, hoisting lowering)

1. Duties Taxes and other levies arising from the performance of the Contract.
2. Establishment charges overhead charges and profit.
3. Fitting and fixing all materials and goods in position.
4. Labor and all cost in connection therewith.
5. Square cutting.
6. Use of plant when necessary.
7. Waste of materials.

#### **Plant and Equipment**

- Provide for all plant necessary for proper execution of work:-
- Mechanical plant and vehicles
- Non mechanical equipment

**Annex D**  
**Price Schedule**  
**Technical Specification**  
**TOYOTA HIACE VEHICLE**

Descriptions	Required Info	QTY	Unit Price (\$)	Total Price (\$)
Toyota Hiace		1		
Model 2008-2012				
4-Cylinder engine				
4-Door				
11-Seats				
5-Speed				
Manual Transmission				
Diesel Engine				
Exterior color: Super White				
Interior color white				
Bull bar, front 4 wheel				
Fire extinguishing: Hand held 1 kg				
Radio, AM/FM/ Cassette Tape				
Center locks				
Windows glass: manual system				
AC system				
Steering: LHD Power				
Air bags system				
Spare tire				
Spare parts: should be available in the local market				
Tool kits				
Kilometer below 60000 (with good working conditions)				
The type plate (any type)				
Valid license				
All documents must be clean				
Delivery point one in Bamyan city				
Delivery period (one week after issuance of the order)				
<b>Total US \$:</b>				

In words:

Name of Company \_\_\_\_\_  
Name of Authorized \_\_\_\_\_

Representative	_____
Title of Agent	_____
Email address	_____
Mobile phone #	_____
Signature/Stamp and Date	_____

## **ANNEX F**

### **UNITED NATIONS GENERAL CONDITIONS OF CONTRACT**

1. **LEGAL STATUS:** The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of the United Nations.
2. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to the United Nations in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect the United Nations and shall fulfill its commitments with the fullest regard to the interests of the United Nations.
3. **CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:** The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.
4. **ASSIGNMENT:** The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the United Nations.
5. **SUB-CONTRACTING:** In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of the United Nations for all sub-contractors. The approval of the United Nations of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.
6. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that no official of the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.
7. **INDEMNIFICATION:** The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, the United Nations, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## 8. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
  - 8.4.1 Name the United Nations as additional insured;
  - 8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the United Nations;
  - 8.4.3 Provide that the United Nations shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide the United Nations with satisfactory evidence of the insurance required under this Article.

9. **ENCUMBRANCES/LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the United Nations against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. **TITLE TO EQUIPMENT:** Title to any equipment and supplies that may be furnished by the United Nations shall rest with the United Nations and any such equipment shall be returned to the United Nations at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to the United Nations, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate the United Nations for equipment determined to be damaged or degraded beyond normal wear and tear.

## 11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1 Except as is otherwise expressly provided in writing in the Contract, the United Nations shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the United Nations under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of,

the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the United Nations.

- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the United Nations does not and shall not claim any ownership interest thereto, and the Contractor grants to the United Nations a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3 At the request of the United Nations, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the United Nations in compliance with the requirements of the applicable law and of the Contract.
- 11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the United Nations, shall be made available for use or inspection by the United Nations at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to United Nations authorized officials on completion of work under the Contract.

**12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATION:** The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with the United Nations, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations, or any abbreviation of the name of the United Nations in connection with its business or otherwise.

**13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- 13.1 The recipient ("Recipient") of such information shall:
  - 13.2 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - 13.3 use the Discloser's Information solely for the purpose for which it was disclosed.
  - 13.4 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
    - 13.4.1 Any other party with the Discloser's prior written consent; and,



13.4.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.4.2.1 A corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.4.2.2 Any entity over which the Party exercises effective managerial control; or,

13.4.2.3 For the United Nations, a governing organ or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

13.5 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the United Nations sufficient prior notice of a request for the disclosure of Information in order to allow the United Nations to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.6 The United Nations may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.7 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.8 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the United Nations, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the United Nations of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the United Nations shall take such action as, in its sole discretion; it considers being appropriate or necessary in the circumstances, including the

granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

- 14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the United Nations shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the United Nations is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure* under the Contract.

## 15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2 The United Nations may terminate forthwith this Contract at any time should the mandate or the funding of the Mission/Agency be curtailed or terminated, in which case the Contractor shall be reimbursed by the United Nations for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by the United Nations under this Article, no payment shall be due from the United Nations to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the United Nations may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UN of the occurrence of any of the above events.

## 16. SETTLEMENT OF DISPUTES

- 16.1 **Amicable Settlement** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 **Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 19.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### 18. **TAX EXEMPTION**

18.1 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 public utility 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 recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the United Nations to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes the United Nations to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the United Nations before the payment thereof and the United Nations has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the United Nations with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

**20. SEXUAL EXPLOITATION:** The Contractor represents and warrants that it has taken all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor represents and warrants that it shall refrain from, and that it has taken all appropriate measures to prohibit its employees or other persons engaged by the Contractor from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle the United Nations to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**21. AUTHORITY TO MODIFY:** Pursuant to the Financial Regulations and Rules of the United Nations, only the Procurement Division at New York possesses the authority to agree on behalf of the United Nations to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against the United Nations unless provided by an amendment to this Contract signed by the Contractor and the Chief, United Nations Procurement Service, or his or her authorized delegate.

## **INFORMATION TO UNITED NATIONS VENDORS**

The United Nations encourages all vendors to the United Nations to participate in the Global Compact by:

1. Issuing a clear statement of support for the Global Compact and its ten principles, and publicly  
Advocating the Global Compact. The ten principles of the Global Compact are contained in page 2 of this  
Appendix. Businesses wishing to participate in the Global Compact should visit the web site at  
[www.unglobalcompact.org/HowToParticipate/index.html](http://www.unglobalcompact.org/HowToParticipate/index.html). For more general information on the  
Global Compact, visit [www.unglobalcompact.org](http://www.unglobalcompact.org).

The other means by which businesses can support the Global Compact include the following:

22. Informing employees, shareholders, customers and suppliers
  23. Integrating the Global Compact and nine principles into the corporate development and training program
  24. Incorporating the Global Compact principles in the company's mission statement
  25. Including the Global Compact commitment in the company's Annual Report and other public documents
  26. Issuing press-releases to make the commitment public
2. Providing, once a year, a concrete example of progress made or a lesson learned in implementing the principles, for posting on the Global Compact website.

This letter should be sent to:

**Secretary-General  
The United Nations  
New York, NY 10017**

In addition, within the framework of the Global Compact, a company may wish to:

27. Actively support the principles and broad United Nations goals by initiating and participating in projects in partnership with the United Nations.
28. Participate in result-oriented Issue Dialogues related to the critical problems facing our world,  
e.g. The Role of Business in Zones of Conflict (March 2001)



## **The Ten Principles of the Global Compact**

The Global Compact's ten principles in the areas of human rights, labour, the environment and anti-corruption enjoy universal consensus and are derived from:

- 29. [The Universal Declaration of Human Rights](#)
- 30. [The International Labour Organization's Declaration on Fundamental Principles and Rights at Work](#)
- 31. [The Rio Declaration on Environment and Development](#)
- 32. [The United Nations Convention Against Corruption](#)

The Global Compact asks companies to embrace, support and enact, within their sphere of influence, a set of core values in the areas of human rights, labour standards, the environment, and anti-corruption:

### [Human Rights](#)

[Principle 1](#): Businesses should support and respect the protection of internationally proclaimed human rights; and

[Principle 2](#): make sure that they are not complicit in human rights abuses.

### [Labour Standards](#)

[Principle 3](#): Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;

[Principle 4](#): the elimination of all forms of forced and compulsory labour;

[Principle 5](#): the effective abolition of child labour; and

[Principle 6](#): the elimination of discrimination in respect of employment and occupation.

### [Environment](#)

[Principle 7](#): Businesses should support a precautionary approach to environmental challenges;

[Principle 8](#): undertake initiatives to promote greater environmental responsibility; and

[Principle 9](#): encourage the development and diffusion of environmentally friendly technologies

### [Anti-Corruption](#)

[Principle 10](#): Businesses should work against all forms of corruption, including extortion and bribery.

(See < <http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html> >