STANDARD BIDDING DOCUMENTS

Request
For
Quotations (RFQ)
Services

These documents have been prepared by UNEP to be used for the procurement of services through International Competitive Bidding. They are consistent with the latest revision of United Nations Procurement Manual and with United Nations Financial Regulations and Rules.
Subject: **Request for Promotional Items for EUROCLIMA Project**

Tracking Number: **RFQ-2015-009**

Dear Sir/Madam,

1. The United Nations Environment Programme (hereinafter “UNEP”) now invites you to submit a quotation for the supply of the services described above and detailed in Annex (iii) of this Request For Quotations.

2. You are kindly requested to submit a quotation in accordance with this document and Annexes attached.

3. This Request For Quotations (RFQ) (hereinafter “RFQ”) consists of this document and the following annexes:

   - Annex I  – Instructions to Bidders
   - Annex II  – Background Information
   - Annex III – Terms of Reference (TOR)
   - Annex IV  – Forms
   - Annex V   – General Conditions of Contract
   - Annex VI  – Global Compact
4. Bids must be received by UNEP through the secure electronic mail address indicated at point 6 below. The submission should be marked as per the provisions made in Annex (I) at section C.1. The deadline for submission is indicated at point 5.3 below.

5. Important dates:

5.1 Issuance of solicitation documents – 31 March, 2015

5.2 Deadline for bidders – 08 April, 2015 On or before 17:00 hours local time

5.3 Submission Deadline – 13 April, 2015 On or before 17:00 hours local time

6. Important addresses:

<table>
<thead>
<tr>
<th>Quotation submission electronic mail address:</th>
<th>Clarifications electronic mail address:</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:compras@pnuma.org">compras@pnuma.org</a></td>
<td><a href="mailto:compras@pnuma.org">compras@pnuma.org</a></td>
</tr>
</tbody>
</table>

Pre-cleared by: Approved by:

Jose Medina Margarita Astralaga

Financial Management Officer Regional Director and Representative UNEP ROLAC

31 March, 2015 31 March, 2015
Annex I – Instructions to Bidders

A. General


A.2. Currency of the proposal. All amounts quoted shall be in United States Dollars (USD) unless otherwise specified.

A.3. Definitions

A.3.1. Firm; in the context of this RFQ, the word “firm” refers to any organization’s legal status, whether it is a sole proprietorship, a company, non-profit, a partnership, a joint venture, or any other form of legal association.

A.3.2. Contractor(s); means the party or parties with which UNEP may eventually enter into a contract(s) for the works and/or services as per the attached TOR at Annex (iii.)

A.4. Costs incurred. This RFQ does not commit UNEP to award a contract or to pay any costs incurred in the preparation or submission of quotations, or in making necessary studies for the preparation thereof, or to procure or contract for services or supplies.

A.5. Right to reject. UNEP reserves the right to reject any or all quotations received in response to this RFQ and to negotiate with any of the proposers or other firms in any manner deemed to be in the best interest of UNEP.

A.6. No contractual offer. This RFQ contains no contractual offer of any kind. Any quotations submitted will be regarded as an offer by the proposer and not as an acceptance by the proposer of any offer by UNEP.


A.8. Communication. Other than this official means of communication, excluding all provisions made herein, UNEP staff are prohibited from communicating about this procurement with any respondent or external party during the course of this procurement. Respondents are not to call or attempt to communicate in any other way with UNEP staff regarding this procurement. Any violation of this instruction may adversely affect a Contractor’s prospect of selection.

A.9. Fraud and Corruption. It is UNEP policy to require that Bidders, suppliers, and contractors and their subcontractors under UNEP contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, UNEP:
A.9.1. defines as “corrupt practices”, for the purposes of this provision, as being, but not limited to, any that can be interpreted, at the sole discretion of the United Nations, in terms of the definitions below:

A.9.1.1. *bribery* is the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, or executing contracts

A.9.1.2. *extortion* or coercion is the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threat of injury to person, property or reputation

A.9.1.3. *fraud* is the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, or executing the contracts, to the detriment of UNEP or other participants

A.9.1.4. *collusion* is the agreement between Bidders designed to result in bids at artificial prices that are not competitive. “Collusive bidding”, “other anti-competitive conduct”, or “any other similar conduct” may include, *inter alia*, any attempt to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through an open and transparent competitive process.

A.9.1.5. *improper assistance* is the practice compiling proposals that, in the sole opinion of the United Nations, are prepared with the assistance of current or former employees or contractors of the United Nations, in violation of confidentiality obligations, or by using information not otherwise available to the general public or which would provide a non-competitive benefit shall also be excluded from further consideration

A.9.2. will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question

A.9.3. will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a UNEP contract

A.9.4. will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a UNEP contract

A.9.5. will normally require a UNEP vendor to allow UNEP, or any person that UNEP may designate, to inspect or carry out audits of the vendor’s accounting records and financial statements in connection with the contract.
A.10. **Investigations.** Any vendor participating in UNEP’s procurement activities, shall facilitate to UNEP personnel upon first request, all documents, records and other elements needed by UNEP to investigate the allegations of misconduct by either vendors or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the vendor from UNEP vendor roster and may lead to suspension following review by UNEP Vendor Review Committee.

A.11. **Audits.** Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the Office of Internal Oversight Services (OIOS) of the United Nations, the UN Board of Auditors as well as with other investigations authorized by the Executive Director as and when required in accordance with all the terms and conditions outlined in the standard clauses for contracts attached at Annex V of the solicitation documents.

A.12. **Confidentiality.** This RFQ is communicated to and received by each addressee thereof on the understanding and condition that it is confidential and proprietary to UNEP, and contains privileged information. No information contained in the RFQ may be copied, exhibited or furnished to others without the prior written consent of UNEP. Proposers will be bound by the contents of this paragraph whether or not they submit a proposal or respond in any other way to this RFQ. UNEP will not return proposals received. These proposals shall be kept confidential for the sole and internal consideration of UNEP.

A.13. **Modification of request for quotation.** UNEP reserves the right to modify or exclude any consideration, information or requirement contained in this RFQ and to add new considerations, information or requirements at any stage of the procurement process, including negotiations with proposers, at any time before any contract is awarded for the services detailed in this RFQ.

A.13.1. To give bidders reasonable time in which to take a modification into account in preparing their bids, UNEP may, at its sole discretion, extend the deadline for the submission of quotations. The new deadline will be communicated through the appropriate media.

A.14. **Eligible Bidders.** Without abandoning the provisions made in this document for determining the technical eligibility of the bidders, UNEP asserts that:

A.14.1. A Bidder, and all parties constituting the Bidder, may have the nationality of any member state of the United Nations.

A.14.2. A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNEP to provide consulting services
for the preparation of the design, specifications, and other documents to be used for the procurement of the Services to be purchased under these Bidding Documents.

A.14.3. A Bidder that is under a declaration of ineligibility by UNEP in accordance with Instructions to Bidders Clause A.9, at the date of contract award, shall be disqualified.

A.14.4. Bidders shall not be eligible to submit a bid when at the time of bid submission:

A.14.4.1. Suppliers are already suspended by UNEP; or,

A.14.4.2. Supplier’s names are mentioned in the UN 1267 Terrorist list issued by the Security Council resolution 1267 which establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban; or,

A.14.4.3. Suppliers are suspended by the UN Procurement Division (UNPD); or,

A.14.4.4. Suppliers have been declared ineligible by the World Bank (see http://www.worldbank.org/debarr).

A.15. Joint Venture. Bids may be submitted by a Joint Venture (JV). In the case of a JV:

A.15.1. The duly filled “Joint Venture Partner Information Form” of Annex (iv) must be included with the Bid; and

A.15.2. All parties to the JV shall be jointly and severally liable; and

A.15.3. The JV shall nominate a Representative who shall have the authority to conduct all businesses:

A.15.3.1. for and on behalf of any and all the parties of the JV during the bidding process; and

A.15.3.2. in the event the JV is awarded the Contract, during contract execution.
B. Preparation and Contents

B.1. Clarification of RFQ Documents. A prospective Bidder requiring any clarification of the RFQ Documents shall contact UNEP in writing at the email address specified in the RFQ Request Document. UNEP will respond in writing to any request for clarification, provided that such request is received no later than the date defined at point 5.2 of the RFQ Request Document.

B.1.1. In responding to the requests for clarifications UNEP may, at its sole discretion, apply the provisions made in Annex (i) Clause A.13 Modification of request for quotation.

B.2. Language of the proposal. The quotation and all correspondence and documents relating to this RFQ shall be written in the Spanish language. Any printed literature furnished by the Bidder may be written in another language so long as accompanied by an Spanish translation of its pertinent passages in which case, for purposes of interpretation of the quotation, the Spanish translation shall govern.

B.3. Contents of the proposal. This sub-section refers exclusively to the assessable contents of the quotation.

B.3.1. Quotations must offer services for the total requirements. Any quotation which does not fully and comprehensively address this RFQ may be rejected. The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder’s risk and may affect the evaluation of the quotation.

The quotation shall include, but is not limited to, the following information:

B.3.2. Qualification document. A brief description of your firm and an outline of recent experience on projects of a similar nature, including experience in the country and language concerned. You should also provide information that will facilitate our evaluation of your firm’s substantive reliability and financial and managerial capacity to provide the services.

The following documents are to be submitted:

1. The reference list. Minimum five relevant projects with details. See Annex (iv) Performance Statement Form.
2. List of relevant completed projects, including project value, and list of corresponding contact persons within the clients.

B.3.3. Technical proposal:

B.3.3.1. The proposal should describe the approach and methodology that will be applied by the firm to meet the objectives and scope of the services required by UNEP. This section should demonstrate the proposal’s responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as
specified, point by point; and demonstrating how the proposed methodology meets or exceed the specification.

B.3.4. Financial proposal. This must contain the financial information about the services that will be provided by the Contractor. The firm must state its contract price, discounts, if any, and payment terms. The currency used in the financial proposal shall be in accordance to clause (A.2.) The financial component shall have a cover letter wherein your firm’s authorized representative affirms a summary of the price and the period of validity. See Annex (iv) – Quotation Form.

B.4. Period of validity of quotations. Quotations shall remain valid for a period of at least one hundred and twenty (120) days from the date fixed for submission of the quotations. A quotation valid for a shorter period may be rejected by UNEP on the grounds that it is non-responsive.

B.5. Comprehensive and concise proposals. Proposers must provide all requisite information under this RFQ and clearly and concisely respond to all points set out in this RFQ. Any quotation which does not fully and comprehensively address this RFQ may be rejected. Proposers should also limit their quotations to the requirements of this RFQ. Unnecessarily elaborate brochures and other presentations beyond that sufficient to constitute a complete and effective quotation are discouraged.

C. Submission and Opening of Quotations

C.1. Submission. Bidders indicate the RFQ reference number in the subject of the mail used to submit the quotation. Quotations sent or copied to any other email address other than the one specified in the RFQ document will be declared invalid. Quotations sent via the correct route after having been sent incorrectly will be declared invalid. Size of individual e-mails, including e-mail text and attachments, must not exceed 8 MB. An auto reply message acknowledging receipt of email will be sent to Bidders submitting their quotation by email. In order to avoid last minute line congestion, please note the following:

- Send your quotation as early as possible before the deadline;
- Send only the duly completed RFQ Documents to the secure email address.
- If the size of the email is likely to exceed 8 MB, please send the required RFQ Documents via multiple emails and indicate the email number (email 1, email 2, etc.) in the subject field of each email;

C.1.1. UNEP shall not consider any quotation that arrives after the deadline for submission of quotations.
C.2. **Confidentiality.** Information relating to the examination, evaluation, and comparison of quotations, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.

C.3. **Evaluation of Quotations.** UNEP evaluates quotations based on best value. That is, best quality and cost-effectiveness of the proposed offers. The following aspects will be considered in the examination:

C.3.1. Compliance with all the requirements specified in Annex (iii) – Terms of Reference

C.3.2. Experience and qualifications of the firm.

C.4. In case none of the quotations received fulfil the entire requirements, UNEP reserves the right to place the order with the firm who offers the most technically compliant quotation.

C.5. **UNEP’s Right to Accept Any Quotation, and to Reject Any or All Quotations.** A contract may be awarded to the bidder having submitted the quotation representing the best value to UNEP. However, UNEP reserves the right to accept or reject any quotation, and to cancel the process and reject all quotations, at any time prior to the award of contract, without thereby incurring any liability to the Bidders or any obligation to inform the Bidders of the grounds of such action.

C.6. UNEP reserves the right to make multiple arrangements for any item or items specified in the TOR.

C.7. **Payment.** UNEP will effect payment within 30 days after receipt of original invoices and supporting documentation.
Not applicable.
Requirements for Qualification and Terms of Reference

1. **500 Carpetas**: Tamaño oficio, full color solo tiro, Dos bolsillos (solapas), Troquel para tarjeta de presentación, Impresión cartulina C12 con barniz mate.

   Tamaño cerrado 23cm x 35cm. Tamaño extendido 46cm x 35cm. Colores: 4/0 color más barniz mate en papel couché opaco de 300 gr./m2 troquelado y pegado de una solapa de 21.5 cm x 10 cm (sin impresión).

2. **500 Pad o blocks de notas**: 500 unidades de 10 pág. c/u. Tamaño: 18.5 cm x 25 cm. Colores: 1/0 color en bond de 80 gr/m2.

3. **500 Folleto informativo**: Tamaño A4 con 8 págs. Full color tiro y retiro. Portada e internas de 150 gr mate.

4. **500 Bolígrafos**: Con tres logos (UE, EUROCLIMA y PNUMA) de 3cm, vaciados en blanco.

5. **500 USBs de 8 Gigas** (pendrives) con los logos de EU, EUROCLIMA, y PNUMA.
Services: Quotation Form

<table>
<thead>
<tr>
<th>QUOTATION RFQ NUMBER:</th>
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<tbody>
<tr>
<td>BIDDER’S TOTAL PRICE &amp; CURRENCY:</td>
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<tr>
<td>REQUESTED OFFER VALIDITY PERIOD: 120 DAYS</td>
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<tr>
<th>QUOTATION</th>
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<td>TOTAL</td>
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DATE _______________________________  AUTHORIZED SIGNATURE _______________________________
Performance Statement Form

RFQ no:_________  Date:_________

Name of the Firm/Contractor ________________________________

List experience for services or works of similar nature as per the RFQ’s TOR undertaken during last 2 years.

<table>
<thead>
<tr>
<th>Description of services provided</th>
<th>Country</th>
<th>Total amount of contract</th>
<th>Contract Identification and Title and contact details of client: (Name, Address, telephone, emails, fax)</th>
<th>Year project was undertaken</th>
</tr>
</thead>
<tbody>
<tr>
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Signature and seal of the Bidder

______________________________

To be attached: Documentary evidence (Client’s certificate) in support of satisfactory completion of above projects.
Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

Date: [insert date (as day, month and year) of Bid Submission]

RFP No.: [insert number of bidding process]

Page ________ of ______ pages

<table>
<thead>
<tr>
<th>1. Bidder’s Legal Name: [insert Bidder’s legal name]</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. JV’s Party legal name: [insert JV’s Party legal name]</td>
</tr>
<tr>
<td>-----------------------------------------------------</td>
</tr>
<tr>
<td>3. JV’s Party Country of Registration: [insert JV’s Party country of registration]</td>
</tr>
<tr>
<td>-----------------------------------------------------</td>
</tr>
<tr>
<td>4. JV’s Party Year of Registration: [insert JV’s Part year of registration]</td>
</tr>
<tr>
<td>-----------------------------------------------------</td>
</tr>
<tr>
<td>5. JV’s Party Legal Address in Country of Registration: [insert JV’s Party legal address in country of registration]</td>
</tr>
<tr>
<td>-----------------------------------------------------</td>
</tr>
<tr>
<td>6. JV’s Party Authorized Representative Information</td>
</tr>
<tr>
<td>Name: [insert name of JV’s Party authorized representative]</td>
</tr>
<tr>
<td>Address: [insert address of JV’s Party authorized representative]</td>
</tr>
<tr>
<td>Telephone/Fax numbers: [insert telephone/fax numbers of JV’s Party authorized representative]</td>
</tr>
<tr>
<td>Email Address: [insert email address of JV’s Party authorized representative]</td>
</tr>
<tr>
<td>-----------------------------------------------------</td>
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<tr>
<td>7. Attached are copies of original documents of: [check the box(es) of the attached original documents]</td>
</tr>
<tr>
<td>☐ Articles of Incorporation or Registration of firm named in 2 above.</td>
</tr>
<tr>
<td>☐ JV Agreement, or letter of intent to enter into such an Agreement, signed by the legally authorized signatories of all the parties</td>
</tr>
</tbody>
</table>
1. **LEGAL STATUS OF THE PARTIES:** The United Nations and the Contractor shall also each be referred to as a “Party” hereunder, and:

1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* the United Nations, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

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 obligations under the Contract. Should any authority external to the United Nations seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify the United Nations and provide all reasonable assistance required by the United Nations. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the United Nations.

3. **RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of any services to the United Nations by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:

3.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

3.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of the United Nations, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

3.3 At the option of and in the sole discretion of the United Nations:

3.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by the United Nations prior to such personnel’s performing any obligations under the Contract;

3.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of the United Nations prior to such personnel’s performing any obligations under the Contract; and,

3.3.3 in cases in which, pursuant to Article 3.2.1 or 3.2.2, above, the United Nations has reviewed the qualifications of such Contractor’s personnel, the United Nations may reasonably refuse to accept any such personnel 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.

3.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
3.4.1 The United Nations may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.

3.4.2 Any of the Contractor’s personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of the United Nations, which shall not be unreasonably withheld.

3.4.3 The withdrawal or replacement of the Contractor’s personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

3.4.4 All expenses related to the withdrawal or replacement of the Contractor’s personnel shall, in all cases, be borne exclusively by the Contractor.

3.4.5 Any request by the United Nations for the withdrawal or replacement of the Contractor’s personnel shall not be considered to be a termination, in whole or in part, of the Contract, and the United Nations shall not bear any liability in respect of such withdrawn or replaced personnel.

3.4.6 If a request for the withdrawal or replacement of the Contractor’s personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with United Nations officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor’s personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel’s being withdrawn or replaced.

3.5 Nothing in Articles 3.2, 3.3 and 3.4, above, shall be construed to create any obligations on the part of the United Nations with respect to the Contractor’s personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

3.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of the United Nations shall:

3.6.1 undergo or comply with security screening requirements made known to the Contractor by the United Nations, including but not limited to, a review of any criminal history;

3.6.2 when within United Nations premises or on United Nations property, display such identification as may be approved and furnished by the United Nations security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to the United Nations for cancellation.

3.7 Within one working day after learning that any of Contractor’s personnel who have access to any United Nations premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform the United Nations about the particulars of the charges then known and shall continue to inform the United Nations concerning all substantial developments regarding the disposition of such charges.

3.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within United Nations premises or on United Nations property shall be confined to areas authorized or approved by the United Nations. The Contractor’s personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within United Nations premises or on United Nations property without appropriate authorization from the United Nations.

4. ASSIGNMENT:

4.1 Except as provided in Article 4.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UN. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on the United Nations. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of the UN. Any such unauthorized delegation, or attempt to do so, shall not be binding on the United Nations.

4.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor’s operations, provided that:

4.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings;
and,

4.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor’s assets or ownership interests; and,

4.2.3 the Contractor promptly notifies the United Nations about such assignment or transfer at the earliest opportunity; and,

4.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to the United Nations following the assignment or transfer.

5. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of the United Nations. The United Nations shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that the United Nations reasonably considers is not qualified to perform obligations under the Contract. The United Nations shall have the right to require any subcontractor’s removal from United Nations premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

6. OFFICIALS NOT TO BENEFIT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of the United Nations. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.

7. INDEMNIFICATION:

7.1 The Contractor shall indemnify, defend, and hold and save harmless, the United Nations, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against the United Nations, including, but not limited to, all litigation costs and expenses, attorney’s fees, settlement payments and damages, based on, arising from, or relating to:

7.1.1 allegations or claims that the possession of or use by the United Nations of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to the United Nations under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor’s published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,

7.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

7.2 The indemnity set forth in Article 7.1.1, above, shall not apply to:

7.2.1 A claim of infringement resulting from the Contractor’s compliance with specific written instructions by the United Nations directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; or

7.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if the United Nations or another party acting under the direction of the United Nations made such changes.

7.3 In addition to the indemnity obligations set forth in this Article 7, the Contractor shall be obligated, at its sole expense, to defend the United Nations and its officials, agents and employees, pursuant to this Article 7, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

7.4 The United Nations shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The
Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of the United Nations or any matter relating thereto, for which only the United Nations itself is authorized to assert and maintain. The United Nations shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

7.5 In the event the use by the United Nations of any goods, property or services provided or licensed to the United Nations by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:
7.5.1 procure for the United Nations the unrestricted right to continue using such goods or services provided to the United Nations;
7.5.2 replace or modify the goods or services provided to the United Nations, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; or,
7.5.3 refund to the United Nations the full price paid by the United Nations for the right to have or use such goods, property or services, or part thereof.

8. INSURANCE AND LIABILITY:
8.1 The Contractor shall pay the United Nations promptly for all loss, destruction, or damage to the property of the United Nations caused by the Contractor’s personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.
8.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:
8.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
8.2.2 workers’ compensation insurance, or its equivalent, or employer’s liability insurance, or its equivalent, with respect to the Contractor’s personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;
8.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor’s performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance whether or not owned by the Contractor; and,
8.2.4 such other insurance as may be agreed upon in writing between the United Nations and the Contractor.
8.3 The Contractor’s liability policies shall also cover subcontractors and all defense costs and shall contain a standard “cross liability” clause.
8.4 The Contractor acknowledges and agrees that the United Nations accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.
8.5 Except for the workers’ compensation insurance or any self-insurance program maintained by the Contractor and approved by the United Nations, in its sole discretion, for purposes of fulfilling the Contractor’s requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:
8.5.1 name the United Nations as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
8.5.2 include a waiver of subrogation of the Contractor’s insurance carrier’s rights against the United Nations;
8.5.3 provide that the United Nations shall receive written notice from the Contractor’s insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and,

8.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to the United Nations.

8.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

8.7 Except for any self-insurance program maintained by the Contractor and approved by the United Nations for purposes of fulfilling the Contractor’s requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to the United Nations. Prior to the commencement of any obligations under the Contract, the Contractor shall provide the United Nations with evidence, in the form of certificate of insurance or such other form as the United Nations may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. The United Nations reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 8.5.3, above, the Contractor shall promptly notify the United Nations concerning any cancellation or material change of insurance coverage required under the Contract.

8.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor’s liability arising under or relating to the Contract.

9. ENCUMBRANCES AND 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 to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or the United Nations.

10. EQUIPMENT FURNISHED BY THE UNITED NATIONS TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by the United Nations to the Contractor for the performance of any obligations under the Contract shall rest with the United Nations, and any such equipment shall be returned to the United Nations at the conclusion of the 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, and the Contractor shall be liable to compensate the United Nations for the actual costs of any loss of, damage to, or degradation of the equipment that is 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. 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. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship 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 without the written permission the United Nations.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or 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 shall:
13.1.1 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,
13.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

13.2 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:
13.2.1 any other party with the Discloser’s prior written consent; and,
13.2.2 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:
13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
13.2.2.2 any entity over which the Party exercises effective managerial control; or,
13.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

13.3 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.

13.4 The United Nations may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

13.5 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.

13.6 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 affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

14.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, the United Nations shall have the right to suspend or terminate the 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. In any case, the United Nations shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

14.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in 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 the Contract for cause, in whole or in part, upon thirty (30) day’s notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 18 “Settlement of Disputes,” below, shall not be deemed to be a “cause” for or otherwise to be in itself a termination of the Contract.

15.2 The United Nations may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of the United Nations applicable to the performance of the Contract or the funding of the United Nations applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day’s advance written notice to the Contractor, the United Nations may terminate the Contract without having to provide any justification therefor.

15.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by the United Nations, the Contractor shall, except as may be directed by the United Nations in the notice of termination or otherwise in writing:

15.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

15.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

15.3.3 place no further subcontracts or orders for materials, services, or facilities, except as the United Nations and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

15.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;
15.3.5 transfer title and deliver to the United Nations the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

15.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the United Nations thereunder;

15.3.7 complete performance of the work not terminated; and,

15.3.8 take any other action that may be necessary, or that the United Nations may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which the United Nations has or may be reasonably expected to acquire an interest.

15.4 In the event of any termination of the Contract, the United Nations shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, the United Nations shall not be liable to pay the Contractor except for those goods delivered and services provided to the United Nations in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor’s receipt of notice of termination from the United Nations or prior to the Contractor’s tendering of notice of termination to the United Nations.

15.5 The United Nations may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

15.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

15.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

15.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

15.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

15.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; or,

15.5.6 the United Nations reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

15.6 Except as prohibited by law, the Contractor shall be bound to compensate the United Nations for all damages and costs, including, but not limited to, all costs incurred by the United Nations in any legal or non-legal proceedings, as a result of any of the events specified in Article 15.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform the United Nations of the occurrence of any of the events specified in Article 15.5, above, and shall provide the United Nations with any information pertinent thereeto.

15.7 The provisions of this Article 15 are without prejudice to any other rights or remedies of the United Nations under the Contract or otherwise.

16. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

17. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, the United Nations shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and the United Nations shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

18. SETTLEMENT OF DISPUTES:

18.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International
Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

18.2 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 18.1, 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. 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”) and Article 34 (“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.

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

20. TAX EXEMPTION:

20.1 Article II, 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 restrictions, 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 exemptions of the United Nations from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with the United Nations to determine a mutually acceptable procedure.

20.2 The Contractor authorizes the United Nations to deduct from the Contractor’s invoices 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 written 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, and the United Nations shall reimburse the Contractor for any such taxes, duties, or charges so authorized by the United Nations and paid by the Contractor under written protest.

21. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to the United Nations, as such obligations are set forth in the United Nations vendor registration procedures.

22. MODIFICATIONS:

22.1 Pursuant to the Financial Regulations and Rules of the United Nations, only the Chief of the United Nations Procurement Division, or such other Contracting authority as the United Nations has made known to the Contractor in writing, possesses the authority to agree on behalf of the United Nations to any modification of or change in the 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 the Contract shall be valid and enforceable against the United Nations unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief of the United Nations Procurement Division or such other contracting authority.

22.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the
same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 22.1, above.  

22.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against the United Nations nor in any way shall constitute an agreement by the United Nations thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 22.1, above.  

23. AUDITS AND INVESTIGATIONS:  

23.1 Each invoice paid by the United Nations shall be subject to a post-payment audit by auditors, whether internal or external, of the United Nations or by other authorized and qualified agents of the United Nations at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. The United Nations shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the United Nations other than in accordance with the terms and conditions of the Contract.  

23.2 The Contractor acknowledges and agrees that, from time to time, the United Nations may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract. The right of the United Nations to conduct an investigation and the Contractor’s obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor’s obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to the United Nations access to the Contractor’s premises at reasonable times and on reasonable conditions in connection with such access to the Contractor’s personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor’s attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by the United Nations hereunder.  

24. LIMITATION ON ACTIONS:  

24.1 Except with respect to any indemnification obligations in Article 7, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 18.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.  

24.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.  

25. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development. 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.  

26. MINES: The Contractor warrants and represents that neither it, its parent entities (if any), nor any of the Contractor’s subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. 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.

27. SEXUAL EXPLOITATION:
27.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging 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 these provisions 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.

27.2 The United Nations shall not apply the foregoing standard relating to age in any case in which the Contractor’s personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor’s personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.
Annex VI: The Global Compact

INFORMATION TO UNITED NATIONS VENDORS

THE GLOBAL COMPACT

Corporate Citizenship in the World Economy

Human Rights Labour Environment Anti-Corruption

The United Nations strongly encourages all vendors to actively participate in the Global Compact. The Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization.

EXPRESSIONS OF SUPPORT

To participate in the Global Compact a company:

1. Sends a letter from the Chief Executive Officer (and where possible, endorsed by the board) to the Secretary- General expressing support for the Global Compact and its principles

Ban Ki-moon
Secretary-General
United Nations
New York, NY 10017

2. Sets in motion changes to business operations so that the Global Compact and its principles become part of strategy, culture and day-to-day operations;

3. Is expected to publicly advocate the Global Compact and its principles via communications vehicles such as press releases, speeches etc.; and

4. Is expected to publish in its annual report (Or similar corporate report) a description of the ways in which it is supporting the Global Compact and its ten principles. This “Communication on Progress” is an important tool to demonstrate implementation through public accountability.

The Global Compact offers engagement opportunities to all participants through the following:

- Dialogues: Action-oriented meetings that focus on specific issues related to corporate citizenship, globalization and sustainable development.
• Information Sharing and Learning Events: Local information sharing and learning events whereby participants share experiences and lessons related to Global Compact issues. Companies are also invited to develop and share examples of good corporate practices and lessons learned on the Global Compact website.
• Partnership Projects: The Global Compact encourages participants to engage in partnership projects with UN agencies and civil society organizations in support of global development goals.

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:

• The Universal Declaration of Human Rights
• The International Labour Organization’s Declaration on Fundamental Principles and Rights at Work
• The Rio Declaration on Environment and Development
• 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: The support and respect of the protection of international human rights;

Principle 2: The refusal to participate or condone human rights abuses.

Labor

Principle 3: The support of freedom of association and the recognition of the right to collective bargaining;

Principle 4: The abolition of compulsory labour;

Principle 5: The abolition of child labour;

Principle 6: The elimination of discrimination in employment and occupation.

Environment

Principle 7: The implementation of a precautionary and effective program to environmental issues;

Principle 8: Initiatives that demonstrate environmental responsibility;


Anti-Corruption

Principle 10: The promotion and adoption of initiatives to counter all forms of corruption, including extortion and bribery.

Vendors interested in participating in the Global Compact are encouraged to visit the Global Compact website at www.unglobalcompact.org for further information.