

**Procurement**

*Cover Page*

<b>To:</b>	<b>From: Bharpur Dalal</b>
<b>Attention:</b>	<b>Date: 02-Oct-2024</b>
<b>Fax:</b> <b>Email:</b>	<b>Fax:</b>

**Total Number of Pages including this page: 30**

Attached is Request for Quotation No.: 3200035076 and all related documentation. Please notify the United Nations immediately if any part of this Request for Quotation is missing and/or illegible at the above facsimile number. Please be advised that this facsimile number may be used only to send queries.

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REQUEST FOR QUOTATION

3200035076

**SUBJECT: Supply and Delivery of Submersible AC Pumps in Port Sudan, Red Sea State – Sudan”**

1. The United Nations (UN) hereby requests your price quotation for the item(s) specified in this Request for Quotation (RFQ), which consists of this document and the following annexes:

- Annex A : Price Quotation
- Annex B: Scope of Work & Technical Specs.
- Annex C : Terms of Reference
- Annex D : Evaluation Criteria
- Annex E: UN Model Purchase Order
- Annex F : UNGCC for Goods and Services

2. Quotations are required to be submitted to the UN in English language and in **ONE COPY**, no later than **16 October-2024 at 02:00 PM ( Nairobi Time)**, by E-mail: [unon-rfq@un.org](mailto:unon-rfq@un.org). Quotations received after the Closing Time may be considered or evaluated only in exceptional circumstances..

3. Please note that submissions by e-tendering will be rejected.

**Validity of Quotations**

4. Your Quotation shall be irrevocable and remain valid for acceptance for at least **90 days** calendar days, commencing on the Closing Time.
5. If deemed necessary by the UN, Bidders may be requested to extend the validity of their Quotations for an additional period(s), in order to finalize the solicitation process. If the extension of the validity period is accepted by a Bidder, the Bidder will not be permitted to otherwise modify or consequently withdraw its Quotation.

**Evaluation Criteria and Contract Award**

6. All Quotations will be evaluated, and the Quotation which is technically compliant and offers the lowest price may be selected.
7. The UN reserves the right, at its sole discretion, to:
- 7.1. Award separate or multiple Contracts for same or different elements covered by this RFQ in any combination it may deem appropriate, or only a portion of the requirements. If a Quotation is submitted on an “all or none” basis, it should be clearly stated as such;
  - 7.2. Reject any or all Quotations received in response to this RFQ and negotiate with any of the Bidders in any manner deemed to be in the best interest of the UN;
  - 7.3. Add new considerations, information or requirements at any stage of the process.
8. In exceptional situations, the UN may cancel this RFQ through written notification to all Bidders.

**Notice of Award**

9. The selected Bidder(s) will be notified in writing that the UN considers an award of the Contract. No legal obligation exists until the issuance of a Contract or Purchase Order (PO) by the UN.
10. Unsuccessful Bidders will be notified in writing. The UN has the right to retain unsuccessful Quotations.

Unsuccessful Bidders having questions about the name of the selected Bidder(s), the Contract/Purchase Order value(s), or the reasons for non-selection of their Quotation, may contact the Procurement Officer at the email/fax number provided for submission of Quotations.

11. Any Contract or Purchase Order entered into with the successful Bidder will be subject to the UN General Conditions of Contract (UNGCC). You will find the link to the UNGCC at [https://www.un.org/Depts/ptd/pdf/general\\_condition\\_goods\\_services.pdf](https://www.un.org/Depts/ptd/pdf/general_condition_goods_services.pdf). A Draft Form of Contract may also be included in this RFQ. By submitting a Quotation, the Bidder confirms that it has accessed, read, understood, agreed and accepted the UNGCC and the Draft Form of Contract, if applicable and if provided herein.

#### **Commercial Instructions**

Bidders shall provide all the required information as detailed herein, in accordance to the following terms:

12. **Payment Terms.** The standard UN terms of payment are net calendar days following satisfactory delivery of goods, performance of services and the submission of an invoice, whichever is later. Payment for any goods or services by the UN shall not be deemed an acceptance of the goods or services. The provisions of Incoterms 2010 shall apply to any delivery terms specified in this RFQ.
13. The UN policy is to preclude advance payments or payment by Letters of Credit. Such provisions in a Quotation will be prejudicial to its evaluation by the UN.
14. **Currency.** **Prices may be quoted in a currency other than the US Dollar.** However, for the purposes of comparison of all Quotations, the UN will convert the currency quoted in the Quotation to US Dollar in accordance with the prevailing UN Operational Rate of Exchange at the Closing Time.
15. The Contract/Purchase Order, Bidder's invoices and the UN payments will be made in the currency as originally quoted by the Bidder in their Quotation.
16. **Price.** The offered price should be all inclusive. If the price excludes certain fees and/or charges, the Bidder must provide a detailed list of excluded fees, with a complete explanation of the nature of those fees. Unless otherwise provided in this RFQ, the Contract or the Purchase Order shall be concluded on a Firm Fixed Price basis, and shall not be subject to any adjustment, including the actual cost incurred by the Bidder in performing the Contract or any market price changes.
17. **GSA Clause (for USA vendors only).** The UN is officially eligible, under the United States Foreign Assistance Act of 1961, to receive full benefits under General Services Administration (GSA) Contracts. Accordingly, Quotation must specify whether or not items quoted by the Bidder are currently subject to GSA Federal Supply pricing and indicate the GSA Contract Number and Expiration Date, wherever applicable.

#### **Liquidated Damages**

18. If the Bidder fails to supply specified goods/services within the leadtime to be stipulated in the Contract or in the Purchase Order, for any reason other than the UN act or omission, the UN shall deduct as liquidated damages, a sum equivalent to **0.5%** of the total Contract/Purchase Order value, or portion thereof that is delayed, for each calendar day of delay until actual delivery, up to a maximum deduction of **10%** of the total Contract/Purchase Order value, or portion thereof that is delayed; all without prejudice to any other remedies available to the UN. A maximum grace period of calendar days may be permitted. However, if the delivery is not completed within the grace period, liquidated damages will apply from the day immediately following the original delivery date. Said amount is agreed to be a reasonable estimation of the damages which the UN will sustain, without the UN having to prove any actual damage, and not as a penalty against the Contractor. In case of a different provision stated in the Draft Form of Contract (if applicable and if provided herein), the Draft Form of Contract shall prevail.

**Miscellaneous**

19. This RFQ does not commit the UN to award a Contract or to issue a Purchase Order. Any Quotation submitted will be regarded as a proposal by the Bidder and not as an acceptance by the Bidder of any proposal by the UN.
20. Bidders shall bear any and all costs and expenses related to the preparation and/or submission of a Quotation, regardless of whether the Bidder's Quotation is selected or not.
21. Bidders may find the UN Procurement Manual and the UN Financial Rules and Regulations, which are applied to this RFQ, at <https://www.un.org/Depts/ptd/pdf/pm.pdf>.
22. Vendor registration and update of information: Only vendors registered with the UN Secretariat in the United Nations Global Marketplace (UNGM) can participate in this solicitation. Vendors must be registered at the appropriate level in UNGM in order to be considered for award. In the event that a vendor fails to achieve the required registration level by the time the UN is ready to make an award, the UN reserves the right to award an alternative vendor. Vendors are responsible to ascertain their registration level at <http://www.ungm.org> and, if in doubt, contact the UN Secretariat at [register@ungm.org](mailto:register@ungm.org). For UNGM account-related issues, please contact: [registry@ungm.org](mailto:registry@ungm.org). Vendors are responsible for keeping their information up-to-date in UNGM. More information can be found at <https://www.un.org/Depts/ptd/vendor-registration>.
23. Code of Conduct: By submitting a Quotation, the Bidder confirms that he/she has accessed, read, understood and agrees to comply with the UN Supplier Code of Conduct, which, amongst others, prohibits collusive bidding, anti-competitive conduct, improper assistance and corrupt practices. Bidders should refer to the UN Supplier Code of Conduct at: [https://www.un.org/Depts/ptd/pdf/conduct\\_english.pdf](https://www.un.org/Depts/ptd/pdf/conduct_english.pdf)
24. The procurement of goods and/or services by the United Nations shall be in compliance with Security Council resolutions, and the rules, regulations and policies promulgated by the United Nations' principal organs.
25. If so requested, the Contractor shall furnish to the UN, within 5 business days of the UN's request, an electronic copy of the applicable price list(s) including item identification references, which shall serve as a catalogue of goods and/or services that can be ordered by the UN.

**Independent Price Determination**

26. Consistent with the UN Supplier Code of Conduct, by submitting a Quotation, the Bidder certifies that:
  - 1) the prices offered in the Quotation have been arrived at independently, without any consultation, communication, or agreement in any manner that would result in restriction of competition with any other Bidder or competitor relating to (a) those prices, (b) the intention to submit a Quotation, and/or (c) the methods or factors used to calculate the prices offered;
  - 2) the prices in the Quotation have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before the UN issues an award under this solicitation; and
  - 3) no attempt has been made or will be made by the Bidder to induce any other entity to submit or not to submit a Quotation for the purpose of restricting competition.

Failure to comply with the above Independent Price Determination provisions shall result in the rejection of the Quotation(s). In addition, the UN reserves the right to exercise any other rights and remedies available to it.

27. Supplementary Information

**CLARIFICATIONS**

For clarifications regarding this RFQ, you are requested to contact the Procurement Officer, exclusively in writing, via e-mail: email to [dalia.ibrahim@un.org](mailto:dalia.ibrahim@un.org); with Cc to : [Bharpur.dalal@un.org](mailto:Bharpur.dalal@un.org) no later than **Tuesday, 08 October 2024** at 02:00 PM Sudan Local Time. No communication, written or verbal, is allowed in connection with this RFQ with any UN staff members other than Procurement Officers.

**OPTIONAL PRE-BID MEETING**

Optional Online Pr-Bid Meeting Date and Time: **06 October 2024, 13 :00 PM (Cairo Local Time)**

**IMPORTANT NOTE:**

All bids must be submitted via email to [unon-rfq@un.org](mailto:unon-rfq@un.org) no later than **16 October 2024 at 02:00 PM (Nairobi Time)**. Please DO NOT even copy (cc) any other email address, otherwise your bid may be disqualified.

Submission to any other email will lead to rejection of the bid. Do not cc any other email address.

Each email submission including attachments (e.g., PDF, MS, Excel files) cannot exceed 10 MB. Please use clear and concise file names when submitting attachments.

Bids/files shall not be submitted through File Sharing services such WeTransfer, Google Drive, etc. Such submission may not be considered.

The use of files sharing application is not permitted and files submitted through such applications will not be considered . if necessary, bids should be split in multiple emails of less than 10 MB each.

It is the sole responsibility of the bidder to ensure the bids is received before the closing date and time

We look forward to your Quotation and thank you in advance for your interest in UN procurement opportunities.

  
02 Oct. 2024

**Bharpur DALAL**  
**Procurement Officer**  
**UN-Habitat, ROAS**

**Annex A– Price Quotation**

**Supply and Delivery of Submersible Water Pumps**

**General conditions:**

1. Delivery Conditions: At the time of delivery/upon PO Award: all equipment and materials must be packed in robust backing material and labelled with all technical details.
2. Detailed Technical Specifications and datasheets are provided as Attachment which shall be referred to in determining the specifications and quality of equipment and materials to be supplied under the scope of this BOQ.
3. The quoted price shall cover the quality standard stipulated in the specifications and must be all inclusive, and aftersales services & repair/ maintenance, spare parts are included within the total NTE amount.

**Supply and Delivery of Submersible AC pumps (7.5 kw & 3 kw) to sustain safe drinking water**

**supplies Sites information:**

Locations	Warehouse – State Water Corporation, Red Sea State				
Water resource	Stock for sustain water supplies				
Required Submersible AC Pumps	(10) Submersible Ac pump 7.5 kw & 10 AC 3 kw.				
				<b>INDICATE CURRENCY</b>	
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit price</b>	<b>Amount</b>
1	AC submersible centrifugal pump (Motor + Pump in one unit), 7.5KW, it should be achieving required daily water and head in above table (Please adhere to Technical Specifications - in the Annex B, Section (1))	Pcs	10		
2	AC submersible centrifugal pump (Motor + Pump in one unit), 3KW, it should be achieving required daily water and head in above table (Please adhere to Technical Specifications - in the Annex B, Section (1))	Pcs	10		
	<b>Sub Total</b>				
	<b>Vat %, if any</b>				
	<b>Total Final and All-Inclusive Price Quotation</b>				

## **Annex B – SOW and Technical Specification**

### **Supply and Delivery of Submersible Water Pumps – Stock for Red Sea State Water Corporation**

#### **Port Sudan, Red Sea State-Sudan**

The Contractor/ Supplier/s is required to Supply and Delivery water pumps (3 kwp, 7.5 kwp) for stock to sustain access to safe drinking water in Red Sea State, Sudan, as part of the reprogramed project "Transition of Sustainable Peace and Social Cohesion in Sudan" As per the Bill of Quantities Annex A, Technical Specifications Annex B, General Specifications/ Term of Reference Annex C and under the supervision and guidance of UN- Habitat Engineer or his designee.

The pumps are required to pumping water from boreholes for drinking purposes to operates set of centrifugal submersible pumps 3.00 kw and 7.5 kw to operate

The pump motor should be AC operated, and the pump impeller may be centrifugal with Mounted motor pump set and fulfil the required flow rate at duty point.

#### **Project Background:**

Through the support of Norway Royal government, this project of transition sustainable peace and social cohesion among IDPs and host communities has been reprogrammed to respond to the urgent needs and priorities in the country aiming to strengthen the resilience of cities to respond to the huge influx of IDPs into safe areas. The Red Sea State was selected as one of the most affected area with paramount of IDPs.

As fact of matter, UN-Habitat in consultation with the Donor decided to relocate and reprogramming this project in Red Sea State to respond to the conflict in Sudan that commenced on the 15<sup>th</sup> of April causing death, injuries, displacement, and destruction. The violence has displaced over eight million people, including over six million within Sudan and over two million to neighbouring countries.

#### **Project Objective:**

The project objective is to achieve sustainable peace and Human settlement for Post conflict communities through providing of basic services.

UN- Habitat Port Sudan office is intending to provide stock of submersible AC pumps for the State Water Corporation to sustain and improve access to safe drinking water for both IDPs and host communities in Red Sea State.

#### **Scope of Work:**

On this project UN- Habitat Sudan country office is intending to provide Stock of different capacity sizes of Submersible AC Pumps for existing water sources, contains provision and delivery to operate **water wells sources with a capacity of (3 kw, 7.5 kw)**. The pump motor should be AC operated, and the pump impeller may be centrifugal with Mounted motor pump set and fulfill the required flow rate at duty point.

#### **Project Location:**

##### **RED SEA STATE:**

<b>#</b>	<b><u>Site</u></b>	<b><u>Locality</u></b>	<b><u>Coordinates</u></b>	<b><u>Wearhouse</u></b>
1	Red Sea State	Port Sudan	Latitude: 19°37'10.69"N Longitude: 37°13'16.21"E	State Water Corporation

**Bidder compliances and due diligence requirements:**

- The Bidder/Company must be a manufacturer or an authorized dealer/ distributor. In the case of an authorized dealer/distributor, proof of dealership agreement or manufacturer's authorization must be submitted together with the bid.
- Packaging and Transportation Plan: The supplier should be responsible for ensuring that all shipments are packaged in a manner that ensures protection against deterioration and physical damage during delivery and transit storage.
- Acceptance and Rejection terms: All goods received shall comply with the technical and packing specifications which should be given in the SOR or should be rejected otherwise.

**The request of this provision will be implemented under the following rules:**

- The activity will be directly implemented by UN Habitat through Contractor/ Suppliers.
- Partial awarding of the activity is not acceptable.
- The required supplies and delivery activities shall be treated as one package/ Lot or one project.
- Ministry of Infrastructure – State Water Corporation (Red Sea State) and UN-Habitat team will verify and monitor the provision of the works.
- The Contractor/ Supplier shall prepare and submit timeframe for supply/ delivery the required submersible AC pumps within the specified period in coordination with UN-Habitat project team.
- The awarded Contractor/ Supplier is not entitled for any additional cost or compensation against omission of any item of works.

**RESPONSIBILITIES OF THE CONTRACTOR/ SUPPLIER**

The responsibilities of the Contractor/ Supplier include but not limited to the following:

- Deliver works/ goods supplies as per the scope of work under this ToR, in full compliance with the applied technical conditions and specifications, according to the BoQ and within the timeline of the project and to the satisfaction and acceptance of UN-Habitat team.
- Fulfil all obligations as mandated in technical requirements prior to commencement of works or supplies.
- Obtaining all permissions for delivery from respective official authorities prior to start of delivery.
- Apply all required safety measurements as stipulated in this ToR and as per applied local regulations and laws.

**RESPONSIBILITIES OF UN-Habitat:**

- UN-Habitat office in Port Sudan will assume full monitoring over this project to ensure the satisfactory supply and implementation of this project.
- Provide fund and release payments to Contractor/ Supplier as indicated and laid down in the contract/ purchase order.
- Coordinate with relevant authorities as required under the conditions of this contract/ purchase order to enable the Contractor/ Supplier to fulfil his obligations.
- Coordinate with the Ministry of Infrastructure – State Water Corporation Authority to form a technical committee who will be monitoring and officially accepting the supplies and delivery items by the Contractor/ Supplier.
- Follow up all submitted letters and requests by Contractor/ Supplier and take respective actions and responses.
- UN-Habitat shall monitor the progress of delivery and issue the due instructions and corrective actions to the Contractor/ Supplier in case there is a delay.

**INVENTORY CONTROL:**

- Contractor/ Supplier should provide datasheets and accreditation certificates for submersible pumps before supplies.
- UN- Habitat technical committee will conduct inspect commissioning for submersible pumps at the handover to ensure quality and efficiency of items.



**PUBLIC AND PRIVATE PROPERTIES:**

The Contractor/ Supplier must maintain during transportation and delivery process the safety of private and public properties, and public networks such drinking water, sewage, electrical cables, telephone lines, etc. that may exist on site, and shall report on any damages in these networks immediately to the Municipality prior to implementation start.

**DURATION OF WORK:**

All required works (supply and delivery) under this project shall be completed within one month (30 days) starting from the date of issuance (Purchase Order/ Contract) to Contractor/ Supplier to commence supplies and delivery.

**STANDARD OF PERFORMANCE:**

The Contractor/ Supplier shall perform the required supply and delivery services and carry out his obligations under this Contract/ Purchase order with all due diligence, efficiency, and economy, in accordance with generally accepted techniques and practices used in performing such type of activities and with professional engineering and contracting standards recognized.

The Contractor/ Supplier shall maintain the regular after-services maintenance of equipment and machinery involved in accordance that stipulated in the manufacture manual for agreed certain periodic maintenance, maintain the relevant laws, standards, regulations, and legislation, as well as the requirements under the Contract/ Purchase Order, and the datasheets, manuals and guidelines as provided by the manufacturers and suppliers of the equipment and machinery.

**Site Safety:**

The Contractor/ Supplier shall be responsible for implementing strict safety measures during the delivery on site in view of the type of works being implemented; the Contractor/ Supplier shall provide, and erect protection items required by site conditions or as requested to protect persons, onsite and offsite property as required.

- Deliver site should be closed and surrounded by warning tapes and clear physical obstruction during delivery process.
- The Contractor/ Supplier is responsible to ensure that all delivery service comply with local safety rules. UN- Habitat has the right to suspend the deliveries at any time that UN- Habitat considers there are unsafe conditions, without any claim arising by the Contractor/ Supplier. The Contractor/ Supplier shall maintain protection in place until delivery is complete, and danger of damage has ceased.

**Completion of Work – Site Survey:**

- The Contractor/ Supplier shall report in advance time on the delivery date to the State Water Corporation and UN-Habitat team to start the hand-over process.
- Upon completion of the delivery work, the Contractor/ Supplier must remove and transport all safety measure materials applied prior to delivery. and any waste or dirt caused during the delivery from the site and remove all tools, equipment, and machinery, and he/ she must keep the site clean and ready for hand-over by the technical committee and UN- Habitat.
- Upon completing the hand-over process, the Contractor/ Supplier is required to send a written letter to UN-Habitat confirming the acceptance of technical committee along with hand-over signed letter, invoices, and other related documents.

**Mode of Payment:**

The Contract/ Purchase Order payments schedule shall be based on the following milestones:

- Payments shall be made after safe delivery according to the required specifications, inspect commissioning and acceptance by technical committee.
- Payments shall be made to the Contractor/ Supplier within thirty (30) days from receipt of the Contractor/ Supplier's invoice and supporting documentation and certification by the UN- Habitat.

**Technical Specifications of Equipment**

#	Technical Specifications
1	<p><b><u>Centrifugal Submersible AC Pump:</u></b></p> <p>The Centrifugal Submersible AC Pump shall be using Mounted motor pump set and fulfill the required flow rate at duty point mentioned in the BoQ.</p> <p>The motor-pump set shall be AC with the capacity indicated and should have the following features:</p> <ol style="list-style-type: none"> <li>1. Mono block AC centrifugal motor pump set with impeller mounted directly on the motor shaft and with appropriate mechanical seals which ensures zero leakage.</li> <li>2. The pump shall have dry run protection, over and under voltage protection, overload protection, temperature protection.</li> <li>3. The wire to water efficiency shall not be less than 50% and the performance curves for the pumps should be provided.</li> <li>4. Pump efficiency should not less than 75%</li> <li>5. All parts of the pump and the motor should be made of corrosion-resistant stainless steel with a minimum grade of AISI 304 or higher. The motor-pump set should have 5 years warranty and therefore, it is essential that the construction of the motor and pump should be made using parts which have a higher durability and do not need replacement or corrode for at least 10 years of operation after installation.</li> <li>6. Pump performance curve i.e. flow rate vs input pump power should be provided with its technical data sheet provided by the principal manufacturer.</li> <li>7. Warranty period should be not less than Ten-years' warranty on AC pump set.</li> <li>8. The motor pump set shall be securely marked with the following parameter declared by the manufacturer: -             <ol style="list-style-type: none"> <li>8.1 Manufacturer name, logo or trademark</li> <li>8.2 Type of Pump Set</li> <li>8.3 Model, size, and Serial Number of the pump set</li> <li>8.4 Motor rating (kW/HP)</li> <li>8.5 Total Head in M at the guaranteed duty point</li> <li>8.6 Capacity (m3/day) at guaranteed head.</li> <li>8.7 Operating head range in m.</li> <li>8.8 Maximum Current (A)</li> <li>8.9 Voltage Range (V)</li> </ol> </li> </ol>
2.	<p><b>Life warrantee:</b> Five-years' warranty on AC pump set substantial parts.</p>

**Annex C - Term of Reference**

"The TOR has been translated in Arabic, in case of any ambiguity between the English and Arabic version, the English version will prevail."

. تمت ترجمة الشروط المرجعية إلى اللغة العربية في حال وجود أي غموض بين اللغتين فإن اللغة الإنجليزية هي اللغة السائدة

**Terms of Reference**

1. The work described here represents provision and delivery of different capacity of submersible AC pumps at the following locations,  
  
Warehouse of State Water Corporation Authority in Port Sudan, Red Sea State:  
  
- **Supply and Delivery of different capacity size of submersible AC pumps for stock**, to sustain safe drinking water supplies in Red Sea State.
2. The Contractor/ Supplier should visit the sites before submitting the offer and get acquainted with the type of works required the nature of the area, the insurance of supplying materials to site and to keep it safe.
3. Payments will be made based on actual delivery goods and quoted rates after approval from UN-Habitat office in Sudan (HQ) according to contract. Payments for delivered quantities exceeding what is stated in BOQ should have previous approval from Port Sudan Office.
4. The Contractor/ Supplier shall submit data sheet materials for items/ goods to the Supervisor engineer, for approval, before commencement of delivery. The Supervisor engineer can reject any material that will not comply with the specifications and replaced by the Contractor/ Supplier without extra cost, or the Supervisor engineer can ask for any test to ensure the quality of the material used and work. The Contractor/ Supplier has no right to change or draw any samples or materials being submitted and approved from site without written permission from the supervisor engineer.
5. Work should be completed within period of (30) calendar days, including Six days for site inspections.
6. The Contractor/ Supplier shall commence working within three days from the date of signature of the contract or PO issued.

**الشروط المرجعية :**

- (1) - يتضمن العمل الموصوف هنا أعمال توريد طلمبات غاطسة بمختلف المقاسات لهيئة توفير مياه ولاية البحر الأحمر:
- لضمان استمرار تشغيل مصادر مياه الشرب في ولاية البحر الأحمر كما هو مبين في جدول الكميات.
- (2) ينبغي علي المقاول زيارة موقع العمل قبل تقديم العطاء للتعرف علي نمط العمل المطلوب وطبيعة المنطقة وكيفية وصول المواد اليها وتأمينها.
- (3) الدفعيات تكون على أساس كمية الاعمال التي تم توريدها فعلياً بنفس سعر المناقصة ويتم الموافقة عليها قبل بدء العمل من مكتب المؤهل في بورسودان.
- (4) علي المقاول تقديم ورقة بيانات المواد التي سيتم توريدها الي المهندس المشرف للمصادقة عليها قبل مباشرة التوريد وللمهندس صلاحية رفض أي مادة غير خاضعة للمواصفات وعلي المقاول استبدالها علي نفقته الخاصة وللمهندس أيضاً " صلاحية طلب الفحوصات اللازمة لضمان نوعية جيدة من المواد والعمل كما لا حق للمقاول تغيير او سحب مواد او عينات تم المصادقة عليها وتوريدها بالموقع إلا بمصادقة مكتوبة من المهندس المشرف .
- (5) يجب اكمال العمل خلال فترة زمنية لا تتعدى (30) يوم، متضمنة ستة ايام للتأكد من صلاحية مواقع التسليم.
- 6- علي المقاول أن يباشر بالعمل خلال ثلاثة أيام من تاريخ توقيع العقد أو إصدار أمر الشراء.

<p>7. Payment's dues will be made upon completion of safe delivery and acceptance and submission of the Initial Handover Note been signed by the Organization representative and the committee form the stakeholders in addition to the Contractor/ Suppliers upon their visit for delivering the site and no remarks are found.</p> <p>8. The Contractor/ Supplier shall provide UN-HABITAT with a bank account inside or outside SUDAN.</p> <p>9. UN- HABITAT will monitor and follow up the provision and delivery of goods to ensure the quality by conducting inspection and testing for each item deliver to the site and will reject any item which not compliance with the technical specs.</p> <p>10. All supplies will be supervised by a supervisor engineer or supervisor engineers nominated by UN-HABITAT</p> <p>11. The Contractor/ Supplier shall assign a supervisor engineer for delivery and goods hand-over.</p> <p>12. The Contractor/ Supplier shall prepare a timeline plan of the goods delivery to the site before deliver process and submit delivery reports to the Supervisor engineers of UN- HABITAT.</p> <p>13. The contract should submit to UN-Habitat in written all stoppages and delays occurred the delivery of goods, reasons and duration.</p>	<p>7- يتم سداد كامل مستحقات المقاول المالية عند التوريد و الاستلام من الممولدات في جدول الكميات، وذلك بعد الاستلام المبدئي قبل مهندس منظمة هببتات ولجنة من الجهات المعنية والمقاول بعد تكملة العمل و مراجعة كل الملاحظات وتوقيع مذكرة من اللجنة تفيد بذلك</p> <p>8- علي المقاول تزويد المنظمة بتفاصيل الحساب المراد أيداع المبالغ فيه سوي كان داخل أو خارج السودان.</p> <p>9- سيقوم ممثل الأمم المتحدة بمراقبة ومتابعة تنفيذ هذا المشروع لضمان جودة الأداء من خلال إجراء الفحص و الاختبار لكل عنصر عند تسليمه إلى الموقع وسوف يرفض أي عنصر لا يتوافق مع المواصفات الفنية.</p> <p>10- الاشراف على كافة الأعمال من قبل مهندس أو مهندسين معينين من قبل المنظمة.</p> <p>11- علي المقاول تعيين مهندس للأشراف علي عملية التسليم في الموقع</p> <p>12- علي المقاول تقديم خطة عمل مفصلة عند توقيع العقد وقبل استلام الموقع وقبل المباشرة بالأعمال وتقديم تقارير دورية عن سير العمل الي مهندس المنظمة.</p> <p>13- علي المقاول القيام بإبلاغ مكتب الهببتات خطيا" عن أي توقف عن توريد لبنود مع ذكر السبب ومدته</p>
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**Annex D: Evaluation Criteria**

**Mandatory Requirements**

**Technical Evaluation Criteria:**

#	Mandatory Requirements	Supporting Documents Required / Criteria for Assessment	Criteria [Pass/Fail]
1-	Copy of company's certificate of registration/incorporation in Sudan	<p>Bidder must provide a copy of the company's registration certificate in Sudan OR Original Equipment Manufacturers (OEM's) Authorized distributor in Sudan. Such authorized distributors shall submit Certificate from OEM. The minimum number of years of registration is 3 years.</p> <p><b><i>In case of Joint Venture/ Consortium submission, the lead member must meet this requirement.</i></b></p>	Pass/Fail
2-	Brief Company Profile	<p>The bidder must provide a brief company. profile (two pages max.) indicating bidder's experience in providing works similar/comparable to UN-Habitat's current requirement.</p> <p><b><i>In case of Joint Venture/ Consortium submission, all member combined must meet this requirement.</i></b></p>	Pass/Fail
3-	Bidder must provide submittal of packaging and transportation plan including the delivery date and time of requested items.	<p>Bidders must submit the project implementation timetable for the project. The proposed schedule should not exceed One Month. However, the bidder may propose a shorter period.</p> <p><b><i>In case of Joint Venture/ Consortium submission, all member combined must meet this requirement</i></b></p>	Pass/Fail
4-	Offered items meet the UN requirement (Technical Specification)	<p>Bidder shall submit Safety Materials Data Sheet and / Or Data Sheets meeting at a minimum meeting the UN's requirement (Technical Specifications)</p>	Pass/Fail

**Commercial Evaluation Criteria**

#	Description of Evaluation	Evaluation Criteria	Rating
1	Confirmation of acceptance of UN General Conditions of Contract (UNGCC) for goods or if not accepted, an indication in the financial bid specifying any reservations in respect to any of the UNGCC provisions as required.	Bidder to provide written confirmation.	Pass/Fail
2	Confirmation that the bid shall be valid for 90 days, starting from the RFQ closing date.	Bidder to provide written confirmation.	Pass/Fail
3	Bidder must be registered and accepted in UNGM at Basic level at the time of bid submission. Basic Level registration and acceptance is required before the Purchase Order award. Please provide UNGM Registration number.	Bidder to provide UNGM number.	Pass/Fail
4	Bidder confirmation on the acceptance of warranty period.  Bidder to provide written confirmation that the bidder will include on-site warranty with an option to replace (free replacement) if the provided item does not meet the indicated specifications in the bid or if the item develops any fault due to manufacturing defect during the warranty period.	Bidder to provide written confirmation	Pass/Fail
5	Bid form to be fully completed (Priced bid to be completed)	Bidder to provide completed bid form.	Pass/Fail
6	Bidder confirmation on the acceptance of the Draft UN Purchase Order.	Bidder to provide written confirmation	Pass/Fail
7	Confirmation that the prices and fees will remain firm and fixed for the entire duration of the Purchase order and any extensions thereof	Bidder to provide written confirmation	Pass/Fail
8	Confirmation that the bidder is not on any restricted lists (World Bank, or any other UN Agency).	Bidder to provide written confirmation.	Pass/Fail
9	Women Ownership [This criterion is for information only]	Bidder to confirm if the company is women-owned or not	
10	Disability Inclusion [This criterion is for information only]	Bidder to confirm if the company has policy on including/hiring people with disabilities.	

# United Nations Nations Unies

SHIP TO:

ATTN:

PURCHASE ORDER NUMBER

AMENDMENT

DATE:

TIME:

PAGE

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BILL TO:

CODE:

UNITED NATIONS CONTACT

BUYER:

PAYMENT TERMS:

PAYMENT METHOD:

DELIVERY TERMS: ,

TRANSPORTATION MODE:

DELIVERY DUE DATE: See Below

CURRENCY: )

PURCHASE ORDER TEXTS

REFERENCE CONTRACT NUMBER:

<b>PURCHASE ORDER NUMBER</b>	<b>AMENDMENT</b>
<b>DATE:</b> <b>TIME:</b>	<b>PAGE</b> 2 / 3

**EXTENDED DESCRIPTION:**

**REFERENCE:**

**PRICE:**

The total price payable by against this Purchase Order (PO) shall be ( ) 0.00. Price specified on this PO is NET and is exclusive of Value Added Tax (VAT).

**DELIVERY TERMS:**

Delivery Terms are ( ), which is also written as ( ) as defined by INCOTERMS 2010, to the address shown above in the SHIP TO address (unless otherwise indicated in this purchase order).

If so required under the Incoterms rule stated above, the Vendor shall arrange for, and shall bear and pay at its own expense all costs, charges and expenses associated with the transport and delivery as well as adequate insurance against loss of or damage during such transport and delivery. The time passage of such risks of loss and damage shall not be determinative of the time when ownership of the item(s) or any element thereof, passes to .

DOES NOT ACCEPT CASH-ON-DELIVERY (COD).

**DELIVERY DUE DATE:**

The Vendor shall deliver / provide the services, as applicable, the goods within the Delivery Due Date stated on this PO. Unless authorized by , partial delivery will not be accepted

**INVOICING:**

Original Invoice, together with other related documents and supporting documentation as the UN may require, shall be sent to Finance Section at the BILL TO address indicated above.

Invoice and other communications must refer to the PO Number i.e.

Invoice must have: unique No., date, complete details to effect bank transfer including bank name and address, bank account number, SWIFT code, beneficiary, IBAN and any other pertinent details.

Invoice shall be submitted in the same currency as indicated on the PO.

**PAYMENT TERMS:**

The standard payment terms of are after the receipt of (a) shipment in good condition, / satisfactory completion of services, as applicable, and final acceptance thereof by and (b) proper/correct invoice accompanied by other documents as specified on this PO, whichever is the later. shall have a reasonable time, after delivery, to inspect the goods / services and to reject acceptance of any item(s) not conforming to this PO.

acknowledges and agrees that the may withhold payment in respect of any invoice in the event that, in the opinion of the , has not performed its obligations in accordance with the terms of the Purchase Order, or if has not provided sufficient documentation in support of the invoice.

Payment will be made through in the PO currency.

\*\*\*\*\*  
TO AVOID DELAYS IN PROCESSING PAYMENTS, THE VENDOR MUST INCLUDE COMPLETE AND CORRECT BANK DETAILS ON EACH INVOICE  
\*\*\*\*\*

**SHIPPING INSTRUCTIONS:**

The goods shall be properly packed suitable for the mode of shipment. Furthermore, the packing must be strapped to withstand any rough handling during the course of transportation to final destination.

Marking Instructions: Clearly mark on the outside of each carton or other type of packing/container the address shown in SHIP TO address indicated above and the Purchase Order Number.

The shipment must be accompanied by an itemized Packing List and a copy of Invoice, which should clearly show its content, quantity, unit and total prices. In the Packing List, identify all item(s) shipped according to the item number(s) appearing on this PO.

receives the shipments on all working days 9:00 AM to 5:00 PM, Monday through Friday, except for the UN holidays. will not accept any



<b>PURCHASE ORDER NUMBER</b>	<b>AMENDMENT</b>
<b>DATE:</b> <b>TIME:</b>	<b>PAGE</b> 3 / 3

shipment which will not comply with these requirements. No shipment will be received on any other day or time unless specifically authorized by .  
 Shipment Notification: Vendor must contact at least (3) working days (Monday through Friday) prior to delivery, and must communicate the following: (a) Purchase Order Number (b) Exact Date and (c) Time of Delivery.

**UNITED NATIONS GENERAL CONDITIONS:**

United Nations General Conditions for Contract for the provision of Goods and Services, shall apply and form an integral part of this PO (refer to link [http://www.un.org/Depts/ptd/pdf/general\\_condition\\_goods\\_services.pdf](http://www.un.org/Depts/ptd/pdf/general_condition_goods_services.pdf)).

This Purchase Order may only be accepted by the vendor's signing and returning an acknowledgment copy of this Purchase Order or by timely delivery of the goods and/or service as herein specified.

Acceptance of this Purchase Order shall effect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this Purchase Order, including the United Nations General Conditions of Contract (UNGCC) for the Provision of Goods and Services, a copy of which is incorporated by reference into this purchase order and may be found on the website of the United Nations Procurement Division ([http://www.un.org/depts/ptd/pdf/general\\_condition\\_goods\\_services.pdf](http://www.un.org/depts/ptd/pdf/general_condition_goods_services.pdf)) and agreed attachments, if any (herein collectively referred to as "This Contract").

No additional or inconsistent provisions proposed by the vendor shall bind the United Nations unless agreed to in writing by a duly authorized official of the United Nations.

A copy of the UNGCC may also be requested by contacting the United Nations Procurement Division, Office of the Director at the following email address: [pd@un.org](mailto:pd@un.org) or alternatively you may send your request to Fax +1-212-963-9858 attention: United Nations Procurement Division, Office of the Director.

**ACCEPTANCE BY THE VENDOR:**

Upon receipt of this PO, Vendor shall sign/date and return the PO to Procurement Section by Fax or by email

**QUERIES:**

For any queries regarding this PO, please contact: , Fax or send an email to

**TOTAL VALUE OF LINE ITEMS:**

**PURCHASE ORDER TOTAL:**

**FULL NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PURCHASE ORDER TERMS AND CONDITIONS ACCEPTED ON BEHALF OF THE VENDOR:**

**NAME & TITLE:** \_\_\_\_\_

**CONFIRMED DELIVERY DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



## GENERAL CONDITIONS OF CONTRACT

### CONTRACTS FOR THE PROVISION OF GOODS AND SERVICES

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. **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:
  - 2.1 ☐ 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.
  - 2.2 ☐ 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.
  - 2.3 ☐ At the option of and in the sole discretion of the United Nations:
    - 2.3.1 ☐ 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;
    - 2.3.2 ☐ 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,
    - 2.3.3 ☐ in cases in which, pursuant to Article 2.3.1 or 2.3.2, above, the United Nations has reviewed the qualifications of such Contractor’s personnel, the United Nations may reasonably refuse to accept any such personnel.
  - 2.4 ☐ 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:
    - 2.4.1 ☐ 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.
    - 2.4.2 ☐ 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.



2.4.3□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.

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

2.4.5□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.

2.4.6□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.

2.5□Nothing in Articles 2.2, 2.3 and 2.4, 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.

2.6□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:

2.6.1□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;

2.6.2□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.

2.7□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.

2.8□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.

### 3. ASSIGNMENT:

3.1□Except as provided in Article 3.2, 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.

3.2□The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:

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



3.2.2□such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,

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

3.2.4□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.

4.□ **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.

5.□ **PURCHASE OF GOODS:** To the extent that the Contract involves any purchase of goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to any purchases of goods under the Contract:

5.1□ **DELIVERY OF GOODS:** The Contractor shall hand over or make available the goods, and the United Nations shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. The Contractor shall provide to the United Nations such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to the United Nations in accordance with the terms of the Contract. Delivery of the goods shall not be deemed in itself as constituting acceptance of the goods by the United Nations.

5.2□ **INSPECTION OF THE GOODS:** If the Contract provides that the goods may be inspected prior to delivery, the Contractor shall notify the United Nations when the goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, the United Nations or its designated inspection agents may also inspect the goods upon delivery in order to confirm that the goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to the United Nations or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

5.3□ **PACKAGING OF THE GOODS:** The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by the United Nations as well as such other information as is necessary for the correct handling and safe delivery of the goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

5.4□ **TRANSPORTATION & FREIGHT:** Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the goods in accordance with the requirements of the Contract. The Contractor shall ensure that the United Nations receives



all necessary transport documents in a timely manner so as to enable the United Nations to take delivery of the goods in accordance with the requirements of the Contract.

5.5 **WARRANTIES:** Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of the United Nations stated in or arising under the Contract, the Contractor warrants and represents that:

5.5.1 The goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

5.5.2 If the Contractor is not the original manufacturer of the goods, the Contractor shall provide the United Nations with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;

5.5.3 The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

5.5.4 The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

5.5.5 The goods are new and unused;

5.5.6 All warranties will remain fully valid following any delivery of the goods and for a period of not less than one (1) year following acceptance of the goods by the United Nations in accordance with the Contract;

5.5.7 During any period in which the Contractor's warranties are effective, upon notice by the United Nations that the goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse the United Nations for the purchase price paid for the defective goods; and,

5.5.8 The Contractor shall remain responsive to the needs of the United Nations for any services that may be required in connection with any of the Contractor's warranties under the Contract.

5.6 **ACCEPTANCE OF GOODS:** Under no circumstances shall the United Nations be required to accept any goods that do not conform to the specifications or requirements of the Contract. The United Nations may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall the United Nations be obligated to accept any goods unless and until the United Nations has had a reasonable opportunity to inspect the goods following delivery. If the Contract specifies that the United Nations shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until the United Nations in fact provides such written acceptance. In no case shall payment by the United Nations in and of itself constitute acceptance of the goods.

5.7 **REJECTION OF GOODS:** Notwithstanding any other rights of, or remedies available to the United Nations under the Contract, in case any of the goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, the United Nations, at its sole option, may reject or refuse to accept the goods, and within thirty (30) days following receipt of notice from the United Nations of such rejection or refusal to accept the goods, the Contractor shall, in sole option of the United Nations:

5.7.1 provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by the United Nations; *or*,

5.7.2 repair the goods in a manner that would enable the goods to conform to the specifications or other requirements of the Contract; *or*,

5.7.3 replace the goods with goods of equal or better quality; *and*,

5.7.4 pay all costs relating to the repair or return of the defective goods as well as the costs relating to the storage of any such defective goods and for the delivery of any replacement goods to the United Nations.



5.8□ In the event that the United Nations elects to return any of the goods for the reasons specified in Article 5.7, above, the United Nations may procure the goods from another source. In addition to any other rights or remedies available to the United Nations under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and the United Nations shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the goods for the Contractor's account.

5.9□ **TITLE:** The Contractor warrants and represents that the goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the goods shall pass from the Contractor to the United Nations upon delivery of the goods and their acceptance by the United Nations in accordance with the requirements of the Contract.

5.10□ **EXPORT LICENSING:** The Contractor shall be responsible for obtaining any export license required with respect to the goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to the United Nations under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of the United Nations, the United Nations shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with the United Nations to enable the United Nations to take appropriate measures to resolve the matter.

#### 6.□ **INDEMNIFICATION:**

6.1□ 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:

6.1.1□ 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*,

6.1.2□ 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.

6.2□ The indemnity set forth in Article 6.1.1, above, shall not apply to:

6.2.1□ 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*

6.2.2□ 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.

6.3□ In addition to the indemnity obligations set forth in this Article 6, the Contractor shall be obligated, at its sole expense, to defend the United Nations and its officials, agents and employees, pursuant to this Article 6, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

6.4□ 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.

6.5 ☐ 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:

6.5.1 ☐ procure for the United Nations the unrestricted right to continue using such goods or services provided to the United Nations;

6.5.2 ☐ 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*,

6.5.3 ☐ 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.

## 7. ☐ **INSURANCE AND LIABILITY:**

7.1 ☐ 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.

7.2 ☐ 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:

7.2.1 ☐ insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

7.2.2 ☐ 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;

7.2.3 ☐ 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 of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

7.2.4 ☐ such other insurance as may be agreed upon in writing between the United Nations and the Contractor.

7.3 ☐ The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

7.4 ☐ 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.

7.5 ☐ 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:

7.5.1 ☐ name the United Nations as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;



7.5.2□include a waiver of subrogation of the Contractor's insurance carrier's rights against the United Nations;

7.5.3□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*,

7.5.4□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.

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

7.7□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 7.5.3, above, the Contractor shall promptly notify the United Nations concerning any cancellation or material change of insurance coverage required under the Contract.

7.8□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.

8.□ **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.

9.□ **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.

10.□ **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

10.1□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.

10.2□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.

10.3□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.





10.4□ 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.

11.□ **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.

12.□ **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:

12.1□ The Recipient shall:

12.1.1□ 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*,

12.1.2□ use the Discloser's Information solely for the purpose for which it was disclosed.

12.2□ 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 12, the Recipient may disclose Information to:

12.2.1□ any other party with the Discloser's prior written consent; *and*,

12.2.2□ 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:

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

12.2.2.2□ any entity over which the Party exercises effective managerial control; *or*,

12.2.2.3□ for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

12.3□ 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.

12.4□ 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.

12.5□ 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.

12.6□ 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.

**13. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

- 13.1 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.
- 13.2 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 14, "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.
- 13.3 *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.

**14. TERMINATION:**

- 14.1 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 17 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.
- 14.2 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.
- 14.3 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:
- 14.3.1 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;
  - 14.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
  - 14.3.3 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;
  - 14.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;



- 14.3.5 ☐ 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;
- 14.3.6 ☐ 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;
- 14.3.7 ☐ complete performance of the work not terminated; *and*,
- 14.3.8 ☐ 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.

14.4 ☐ 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.

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

- 14.5.1 ☐ 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;
- 14.5.2 ☐ the Contractor is granted a moratorium or a stay, or is declared insolvent;
- 14.5.3 ☐ the Contractor makes an assignment for the benefit of one or more of its creditors;
- 14.5.4 ☐ a Receiver is appointed on account of the insolvency of the Contractor;
- 14.5.5 ☐ the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,
- 14.5.6 ☐ 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.

14.6 ☐ 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 14.5, 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 14.5, above, and shall provide the United Nations with any information pertinent thereto.

14.7 ☐ The provisions of this Article 14 are without prejudice to any other rights or remedies of the United Nations under the Contract or otherwise.

15. ☐ **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.

16. ☐ **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.

17. ☐ **SETTLEMENT OF DISPUTES:**

17.1 ☐ **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.

17.2 ☐ **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 17.1, 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.

18. ☐ **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.

19. ☐ **TAX EXEMPTION:**

19.1 ☐ 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.

19.2 ☐ 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.

20. ☐ **MODIFICATIONS:**

20.1 ☐ 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.

20.2 ☐ 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 20.1, above.



20.3□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 20.1, above.

**21.□AUDITS AND INVESTIGATIONS:**

21.1□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 three (3) 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.

21.2□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 at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

21.3□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.

**22.□LIMITATION ON ACTIONS:**

22.1□Except with respect to any indemnification obligations in Article 6, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

22.2□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.

23. **ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 24 to 29 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle the United Nations to terminate the Contract or any other contract with the United Nations immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

24. **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.

25. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of the United Nations any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with the United Nations or the award thereof or for any other purpose intended to gain an advantage for the Contractor.





26. **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.
27. **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.
28. **MINES:** The Contractor represents and warrants 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.
29. **SEXUAL EXPLOITATION:**
- 29.1 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.
- 29.2 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.

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