

**UN HABITAT AFGHANISTAN**  
**Request for Quotation (RFQ)**

**RFQ No: UN/H/KBL/2017/121**

**Project ID: Operations**

**Title of Work:**

**Provision of staff transportation services for UN-Habitat Afghanistan  
Projects**

**17 September 2017**

**Request for Quotation (RFQ)**

**Provision of Staff Transportation Services for UN-Habitat Kabul main office  
Closing date: 24 September 2017, at 9:00 am, Kabul Time**

**RFQ No: UN/H/KBL/2017/121**

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

House # 431, Street 7, Taimani Area, District 4, Kabul Afghanistan or to via Email.

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

Annex A1-15: Price Schedule  
Annex B: Terms of Reference (TOR)  
Annex C: UN General Conditions of Contract

3. Bids must be submitted in the English language strictly using the attached Annex. Please confirm by e-mail to [procurement.committee@unhabitat-afg.org](mailto:procurement.committee@unhabitat-afg.org) after you have submitted your bids to the tendering box at the reception office of UN-Habitat main.
4. (a). Your bid must be submitted in a sealed envelope/package clearly marked and addressed as follows or send via email: [procurement.committee@unhabitat-afg.org](mailto:procurement.committee@unhabitat-afg.org)

United Nations Human Settlement Programme  
Procurement Unit  
House # 431, Street 7, Taimani Area, District 4, Kabul Afghanistan  
RFQ Number: UN/H/KBL/2017/121  
Attn to Ghows Amirian

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

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

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

8. Bidders are requested to submit bids considering the TOR and specific requirements of the RFQ.

**Ghows Amirian**



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**Procurement Officer  
UN Habitat Afghanistan**

## TERMS AND CONDITIONS TO BID

### Introduction

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

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

### Specific Requirements

Eligible and interested Qualified Firms who meet the criteria of solicitation documents (technical, financial, and with proven experience providing transportation services) are requested to submit documents as required by this request. The Service Provider should have the capacity in providing rental vehicles for staff shuttle and daily movements for UN-Habitat Afghanistan offices within district locations in Kabul and other provinces may require now or in the future:

Solicitation is hereby asked for staff shuttle (transportation services of rental vehicles) as per the schedule of requirements.

The information furnished must be examined carefully before submission of solicitation and the process to be followed:

1. UN-Habitat Afghanistan office needs to hire commercial company providing rental vehicles for staff shuttle and daily movements for UN-Habitat Afghanistan Projects in Kabul office within the districts and provinces.
2. The bidder should provide quotations for each vehicle per month and total price for all as per the attached schedule of requirements.
3. Price shall be quoted in US Dollar currency.
4. The number of rental vehicles may increase or decrease, it depends on the actual requirement of the office and project continuation.
5. The rental vehicle fee shall be paid based on the number of actual days worked on a monthly basis, certified by authorized officials.
6. Bids shall remain valid for ninety (90) days after the date of bid opening. A bid valid for a shorter period shall be rejected by purchaser as a non-responsive.
7. UN-Habitat shall sign Long Terms Agreement (LTA) with the lowest technically responsive bidders under UN-Habitat Country office Delegation of Authority (DoA) threshold.
8. The initial contract will be for one year with possibility of extension for three years (1+1+1), subject to the quality of services and the price to interest of UN Habitat.
9. In exceptional circumstance the purchaser may request for extension of the period of validity of the bid.
10. The bids prepared in original must be received by purchaser in a sealed/stamped envelope no later than: **24 September 2017, at 9:00 am.**
11. Late proposal will not be considered.

12. The bidder shall not withdraw its bid after the submission.
13. No bid shall be modified after its submission.
14. The purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and the lowest evaluated bids as per UN procurement policies.
15. The purchaser reserves the right to accept or reject any bids, and to annul the bidding process and reject all at any time prior to purchase award. The purchaser thereby shall not incur liability to the affected bids or bidders or any obligation to inform the affected bidder or bidders of the grounds for its action.
16. Failure to provide all the above mentioned information may result in the bid being rejected. Bids that unclear or leave room for interpretation will be considered non-responsive and will not be evaluated.

**Note:**

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

**Evaluation Factors for Award include:**

All bids will be evaluated in accordance with the provisions of the UN Financial Regulations and Rules (105.15)(a). The contract shall be awarded to the “qualified bidder whose bid substantially conforms to the requirements set forth in the Solicitation Documents and is evaluated to be the one with the lowest cost to the United Nations” and established procedures of the UN, as well as the requirements of this RFQ.

The following criteria will be considered in evaluating the bids:

**Evaluation Criteria:**

- a) Lowest cost to UN and technically responsive.
- b) Minimum three years working experience with UN, Government or International NGOs in Afghanistan.
- c) Valid Business license from Government of Afghanistan
- d) Bank statement with minimum \$10,000.00
- e) Three client list with contact details.
- f) Copies of Contracts with minimum \$10,000 each.

**Mandatory Documents to be attached with RFQ for evaluation:**

- ✓ All above (a-f)

**Eligible Tenderers**

Transportation and Logistics firm meet the criteria of this solicitation with proven sufficient experience and other required criteria mentioned above are eligible to submit quotation.

## **Security**

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

## **No Commitment**

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

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

## **Payment Terms**

The UN Financial Regulations and Rules preclude advance payments or payments by letter of credit. Such provisions in a bid will be prejudicial to its evaluation by UN Habitat. The normal terms of payment by UN Habitat are 30 (thirty) days upon satisfactory delivery of goods or performance of services, acceptance thereof by UN-Habitat and certification by UN Habitat of the Contractor's invoice.

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

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

**UN Habitat also reserves the right to split an award between any bidders in any combination as it may deem appropriate and the bidders must be willing to accept partial awards. There might be possibility of awarding contract only for one provinces or more to each bidder.**

## **Withdrawal and Modification of Bids**

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

## **Corrupt Practices**

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

## **Conflict of Interest**

A Bidder must not, and must ensure that its employees, officers, advisers, agents or sub-contractors do not, place themselves in a position that may, or does, give rise to an actual,

potential or perceived conflict of interest between the interests of UN Habitat and the Bidder's interests during the procurement process.

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

### **Vendor Registration**

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

### **Rights of UN Habitat**

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

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

**Annex A**

**RFQ No: UN/H/KBL/2017/121  
Price Schedule (Annex A1)  
Kabul**

<b>No</b>	<b>Generic Description incl. Technical specifications</b>	<b>Qty</b>	<b>Unit Price/Month (USD)</b>	<b>Requirements</b>	<b>Model</b>	<b>Model</b>	<b>Unit Price/Month (USD)</b>
1	Corolla	1		Full day	1994-1997	2000-2005	
2	Town Ace	1		Full day	1990-1994	2000-2005	
3	Super Custom	1		Full day	1994-1997	2000-2005	
4	Pick-up 4x4	1		Full day	2000-2005	2005-2010	
5	Austana	1		Full day	1997-2000	2000-2005	
6	Land Cruiser	1		Full day	2000-2005	2005-2010	
7	Armored vehicle	1		Full day	2008-2010	2011-2012	
8	Picnic saloon	1		Full day	2000-2005	2005-2010	
1	Corolla	1		Pick & Drop only	1994-1997	2000-2005	
2	Town Ace	1		Pick & Drop only	1990-1994	2000-2005	
3	Super Custom	1		Pick & Drop only	1994-1997	2000-2005	
4	Pick-up 4x4	1		Pick & Drop only	2000-2005	2005-2010	
5	Austana	1		Pick & Drop only	1997-2000	2000-2005	
6	Land Cruiser	1		Pick & Drop only	2000-2005	2005-2010	
7	Armored vehicle	1		Pick & Drop only	2008-2010	2011-2012	
8	Picnic saloon	1		Pick & Drop only	2000-2005	2005-2010	

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

Name of Authorized Representative \_\_\_\_\_

Title of Agent \_\_\_\_\_

Email address \_\_\_\_\_

Mobile phone # \_\_\_\_\_

Signature/Stamp and Date \_\_\_\_\_



**Price Schedule (Annex A2)  
Panjshir**

<b>No</b>	<b>Generic Description incl. Technical specifications</b>	<b>Qty</b>	<b>Unit Price/Month (USD)</b>	<b>Requirements</b>	<b>Model</b>	<b>Model</b>	<b>Unit Price/Month (USD)</b>
1	Corolla	1		Full day	1994-1997	2000-2005	
2	Town Ace	1		Full day	1990-1994	2000-2005	
3	Super Custom	1		Full day	1994-1997	2000-2005	
4	Pick-up 4x4	1		Full day	2000-2005	2005-2010	
5	Austana	1		Full day	1997-2000	2000-2005	
6	Land Cruiser	1		Full day	2000-2005	2005-2010	
7	Armored vehicle	1		Full day	2008-2010	2011-2012	
8	Picnic saloon	1		Full day	2000-2005	2005-2010	
1	Corolla	1		Pick & Drop only	1994-1997	2000-2005	
2	Town Ace	1		Pick & Drop only	1990-1994	2000-2005	
3	Super Custom	1		Pick & Drop only	1994-1997	2000-2005	
4	Pick-up 4x4	1		Pick & Drop only	2000-2005	2005-2010	
5	Austana	1		Pick & Drop only	1997-2000	2000-2005	
6	Land Cruiser	1		Pick & Drop only	2000-2005	2005-2010	
7	Armored vehicle	1		Pick & Drop only	2008-2010	2011-2012	
8	Picnic saloon	1		Pick & Drop only	2000-2005	2005-2010	

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

Title of Agent \_\_\_\_\_

Email address \_\_\_\_\_

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Signature/Stamp and Date \_\_\_\_\_

**Price Schedule (Annex A 3)  
Kondo**

<b>No</b>	<b>Generic Description incl. Technical specifications</b>	<b>Qty</b>	<b>Unit Price/Month (USD)</b>	<b>Requirements</b>	<b>Model</b>	<b>Model</b>	<b>Unit Price/Month (USD)</b>
1	Corolla	1		Full day	1994-1997	2000-2005	
2	Town Ace	1		Full day	1990-1994	2000-2005	
3	Super Custom	1		Full day	1994-1997	2000-2005	
4	Pick-up 4x4	1		Full day	2000-2005	2005-2010	
5	Austana	1		Full day	1997-2000	2000-2005	
6	Land Cruiser	1		Full day	2000-2005	2005-2010	
7	Armored vehicle	1		Full day	2008-2010	2011-2012	
8	Picnic saloon	1		Full day	2000-2005	2005-2010	
1	Corolla	1		Pick & Drop only	1994-1997	2000-2005	
2	Town Ace	1		Pick & Drop only	1990-1994	2000-2005	
3	Super Custom	1		Pick & Drop only	1994-1997	2000-2005	
4	Pick-up 4x4	1		Pick & Drop only	2000-2005	2005-2010	
5	Austana	1		Pick & Drop only	1997-2000	2000-2005	
6	Land Cruiser	1		Pick & Drop only	2000-2005	2005-2010	
7	Armored vehicle	1		Pick & Drop only	2008-2010	2011-2012	
8	Picnic saloon	1		Pick & Drop only	2000-2005	2005-2010	

Name of Company \_\_\_\_\_  
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Title of Agent \_\_\_\_\_

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Signature/Stamp and Date \_\_\_\_\_

**Price Schedule (Annex A 4)  
Mazar**

<b>No</b>	<b>Generic Description incl. Technical specifications</b>	<b>Qty</b>	<b>Unit Price/Month (USD)</b>	<b>Requirements</b>	<b>Model</b>	<b>Model</b>	<b>Unit Price/Month (USD)</b>
1	Corolla	1		Full day	1994-1997	2000-2005	
2	Town Ace	1		Full day	1990-1994	2000-2005	
3	Super Custom	1		Full day	1994-1997	2000-2005	
4	Pick-up 4x4	1		Full day	2000-2005	2005-2010	
5	Austana	1		Full day	1997-2000	2000-2005	
6	Land Cruiser	1		Full day	2000-2005	2005-2010	
7	Armored vehicle	1		Full day	2008-2010	2011-2012	
8	Picnic saloon	1		Full day	2000-2005	2005-2010	
1	Corolla	1		Pick & Drop only	1994-1997	2000-2005	
2	Town Ace	1		Pick & Drop only	1990-1994	2000-2005	
3	Super Custom	1		Pick & Drop only	1994-1997	2000-2005	
4	Pick-up 4x4	1		Pick & Drop only	2000-2005	2005-2010	
5	Austana	1		Pick & Drop only	1997-2000	2000-2005	
6	Land Cruiser	1		Pick & Drop only	2000-2005	2005-2010	
7	Armored vehicle	1		Pick & Drop only	2008-2010	2011-2012	
8	Picnic saloon	1		Pick & Drop only	2000-2005	2005-2010	

Name of Company \_\_\_\_\_  
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Signature/Stamp and Date \_\_\_\_\_

**Price Schedule (Annex A 5)  
Herat**

<b>No</b>	<b>Generic Description incl. Technical specifications</b>	<b>Qty</b>	<b>Unit Price/Month (USD)</b>	<b>Requirements</b>	<b>Model</b>	<b>Model</b>	<b>Unit Price/Month (USD)</b>
1	Corolla	1		Full day	1994-1997	2000-2005	
2	Town Ace	1		Full day	1990-1994	2000-2005	
3	Super Custom	1		Full day	1994-1997	2000-2005	
4	Pick-up 4x4	1		Full day	2000-2005	2005-2010	
5	Austana	1		Full day	1997-2000	2000-2005	
6	Land Cruiser	1		Full day	2000-2005	2005-2010	
7	Armored vehicle	1		Full day	2008-2010	2011-2012	
8	Picnic saloon	1		Full day	2000-2005	2005-2010	
1	Corolla	1		Pick & Drop only	1994-1997	2000-2005	
2	Town Ace	1		Pick & Drop only	1990-1994	2000-2005	
3	Super Custom	1		Pick & Drop only	1994-1997	2000-2005	
4	Pick-up 4x4	1		Pick & Drop only	2000-2005	2005-2010	
5	Austana	1		Pick & Drop only	1997-2000	2000-2005	
6	Land Cruiser	1		Pick & Drop only	2000-2005	2005-2010	
7	Armored vehicle	1		Pick & Drop only	2008-2010	2011-2012	
8	Picnic saloon	1		Pick & Drop only	2000-2005	2005-2010	

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

Title of Agent \_\_\_\_\_

Email address \_\_\_\_\_

Mobile phone # \_\_\_\_\_

Signature/Stamp and Date \_\_\_\_\_

## Price Schedule (Annex A 6)

### Jalalabad

No	Generic Description incl. Technical specifications	Qty	Unit Price/Month (USD)	Requirements	Model	Model	Unit Price/Month (USD)
1	Corolla	1		Full day	1994-1997	2000-2005	
2	Town Ace	1		Full day	1990-1994	2000-2005	
3	Super Custom	1		Full day	1994-1997	2000-2005	
4	Pick-up 4x4	1		Full day	2000-2005	2005-2010	
5	Austana	1		Full day	1997-2000	2000-2005	
6	Land Cruiser	1		Full day	2000-2005	2005-2010	
7	Armored vehicle	1		Full day	2008-2010	2011-2012	
8	Picnic saloon	1		Full day	2000-2005	2005-2010	
1	Corolla	1		Pick & Drop only	1994-1997	2000-2005	
2	Town Ace	1		Pick & Drop only	1990-1994	2000-2005	
3	Super Custom	1		Pick & Drop only	1994-1997	2000-2005	
4	Pick-up 4x4	1		Pick & Drop only	2000-2005	2005-2010	
5	Austana	1		Pick & Drop only	1997-2000	2000-2005	
6	Land Cruiser	1		Pick & Drop only	2000-2005	2005-2010	
7	Armored vehicle	1		Pick & Drop only	2008-2010	2011-2012	
8	Picnic saloon	1		Pick & Drop only	2000-2005	2005-2010	

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

Title of Agent \_\_\_\_\_

Email address \_\_\_\_\_

Mobile phone # \_\_\_\_\_

Signature/Stamp and Date \_\_\_\_\_

## Price Schedule (Annex A 7)

### Kandahar

No	Generic Description incl. Technical specifications	Qty	Unit Price/Month (USD)	Requirements	Model	Model	Unit Price/Month (USD)
1	Corolla	1		Full day	1994-1997	2000-2005	
2	Town Ace	1		Full day	1990-1994	2000-2005	
3	Super Custom	1		Full day	1994-1997	2000-2005	
4	Pick-up 4x4	1		Full day	2000-2005	2005-2010	
5	Austana	1		Full day	1997-2000	2000-2005	
6	Land Cruiser	1		Full day	2000-2005	2005-2010	
7	Armored vehicle	1		Full day	2008-2010	2011-2012	
8	Picnic saloon	1		Full day	2000-2005	2005-2010	
1	Corolla	1		Pick & Drop only	1994-1997	2000-2005	
2	Town Ace	1		Pick & Drop only	1990-1994	2000-2005	
3	Super Custom	1		Pick & Drop only	1994-1997	2000-2005	
4	Pick-up 4x4	1		Pick & Drop only	2000-2005	2005-2010	
5	Austana	1		Pick & Drop only	1997-2000	2000-2005	
6	Land Cruiser	1		Pick & Drop only	2000-2005	2005-2010	
7	Armored vehicle	1		Pick & Drop only	2008-2010	2011-2012	
8	Picnic saloon	1		Pick & Drop only	2000-2005	2005-2010	

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

Title of Agent \_\_\_\_\_

Email address \_\_\_\_\_

Mobile phone # \_\_\_\_\_

Signature/Stamp and Date \_\_\_\_\_

## Price Schedule (Annex A 8)

### Farah

No	Generic Description incl. Technical specifications	Qty	Unit Price/Month (USD)	Requirements	Model	Model	Unit Price/Month (USD)
1	Corolla	1		Full day	1994-1997	2000-2005	
2	Town Ace	1		Full day	1990-1994	2000-2005	
3	Super Custom	1		Full day	1994-1997	2000-2005	
4	Pick-up 4x4	1		Full day	2000-2005	2005-2010	
5	Austana	1		Full day	1997-2000	2000-2005	
6	Land Cruiser	1		Full day	2000-2005	2005-2010	
7	Armored vehicle	1		Full day	2008-2010	2011-2012	
8	Picnic saloon	1		Full day	2000-2005	2005-2010	
1	Corolla	1		Pick & Drop only	1994-1997	2000-2005	
2	Town Ace	1		Pick & Drop only	1990-1994	2000-2005	
3	Super Custom	1		Pick & Drop only	1994-1997	2000-2005	
4	Pick-up 4x4	1		Pick & Drop only	2000-2005	2005-2010	
5	Austana	1		Pick & Drop only	1997-2000	2000-2005	
6	Land Cruiser	1		Pick & Drop only	2000-2005	2005-2010	
7	Armored vehicle	1		Pick & Drop only	2008-2010	2011-2012	
8	Picnic saloon	1		Pick & Drop only	2000-2005	2005-2010	

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

Title of Agent \_\_\_\_\_

Email address \_\_\_\_\_

Mobile phone # \_\_\_\_\_

Signature/Stamp and Date \_\_\_\_\_

## Price Schedule (Annex A 9)

### Gardiz

No	Generic Description incl. Technical specifications	Qty	Unit Price/Month (USD)	Requirements	Model	Model	Unit Price/Month (USD)
1	Corolla	1		Full day	1994-1997	2000-2005	
2	Town Ace	1		Full day	1990-1994	2000-2005	
3	Super Custom	1		Full day	1994-1997	2000-2005	
4	Pick-up 4x4	1		Full day	2000-2005	2005-2010	
5	Austana	1		Full day	1997-2000	2000-2005	
6	Land Cruiser	1		Full day	2000-2005	2005-2010	
7	Armored vehicle	1		Full day	2008-2010	2011-2012	
8	Picnic saloon	1		Full day	2000-2005	2005-2010	
1	Corolla	1		Pick & Drop only	1994-1997	2000-2005	
2	Town Ace	1		Pick & Drop only	1990-1994	2000-2005	
3	Super Custom	1		Pick & Drop only	1994-1997	2000-2005	
4	Pick-up 4x4	1		Pick & Drop only	2000-2005	2005-2010	
5	Austana	1		Pick & Drop only	1997-2000	2000-2005	
6	Land Cruiser	1		Pick & Drop only	2000-2005	2005-2010	
7	Armored vehicle	1		Pick & Drop only	2008-2010	2011-2012	
8	Picnic saloon	1		Pick & Drop only	2000-2005	2005-2010	

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

Title of Agent \_\_\_\_\_

Email address \_\_\_\_\_

Mobile phone # \_\_\_\_\_

Signature/Stamp and Date \_\_\_\_\_



## Price Schedule (Annex A 10)

### Parwan

No	Generic Description incl. Technical specifications	Qty	Unit Price/Month (USD)	Requirements	Model	Model	Unit Price/Month (USD)
1	Corolla	1		Full day	1994-1997	2000-2005	
2	Town Ace	1		Full day	1990-1994	2000-2005	
3	Super Custom	1		Full day	1994-1997	2000-2005	
4	Pick-up 4x4	1		Full day	2000-2005	2005-2010	
5	Austana	1		Full day	1997-2000	2000-2005	
6	Land Cruiser	1		Full day	2000-2005	2005-2010	
7	Armored vehicle	1		Full day	2008-2010	2011-2012	
8	Picnic saloon	1		Full day	2000-2005	2005-2010	
1	Corolla	1		Pick & Drop only	1994-1997	2000-2005	
2	Town Ace	1		Pick & Drop only	1990-1994	2000-2005	
3	Super Custom	1		Pick & Drop only	1994-1997	2000-2005	
4	Pick-up 4x4	1		Pick & Drop only	2000-2005	2005-2010	
5	Austana	1		Pick & Drop only	1997-2000	2000-2005	
6	Land Cruiser	1		Pick & Drop only	2000-2005	2005-2010	
7	Armored vehicle	1		Pick & Drop only	2008-2010	2011-2012	
8	Picnic saloon	1		Pick & Drop only	2000-2005	2005-2010	

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

Title of Agent \_\_\_\_\_

Email address \_\_\_\_\_

Mobile phone # \_\_\_\_\_

Signature/Stamp and Date \_\_\_\_\_

## Price Schedule (Annex A 11)

### Bamyan

No	Generic Description incl. Technical specifications	Qty	Unit Price/Month (USD)	Requirements	Model	Model	Unit Price/Month (USD)
1	Corolla	1		Full day	1994-1997	2000-2005	
2	Town Ace	1		Full day	1990-1994	2000-2005	
3	Super Custom	1		Full day	1994-1997	2000-2005	
4	Pick-up 4x4	1		Full day	2000-2005	2005-2010	
5	Austana	1		Full day	1997-2000	2000-2005	
6	Land Cruiser	1		Full day	2000-2005	2005-2010	
7	Armored vehicle	1		Full day	2008-2010	2011-2012	
8	Picnic saloon	1		Full day	2000-2005	2005-2010	
1	Corolla	1		Pick & Drop only	1994-1997	2000-2005	
2	Town Ace	1		Pick & Drop only	1990-1994	2000-2005	
3	Super Custom	1		Pick & Drop only	1994-1997	2000-2005	
4	Pick-up 4x4	1		Pick & Drop only	2000-2005	2005-2010	
5	Austana	1		Pick & Drop only	1997-2000	2000-2005	
6	Land Cruiser	1		Pick & Drop only	2000-2005	2005-2010	
7	Armored vehicle	1		Pick & Drop only	2008-2010	2011-2012	
8	Picnic saloon	1		Pick & Drop only	2000-2005	2005-2010	

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

Title of Agent \_\_\_\_\_

Email address \_\_\_\_\_

Mobile phone # \_\_\_\_\_

Signature/Stamp and Date \_\_\_\_\_

## Price Schedule (Annex A 12)

### Nili-Daikondi

No	Generic Description incl. Technical specifications	Qty	Unit Price/Month (USD)	Requirements	Model	Model	Unit Price/Month (USD)
1	Corolla	1		Full day	1994-1997	2000-2005	
2	Town Ace	1		Full day	1990-1994	2000-2005	
3	Super Custom	1		Full day	1994-1997	2000-2005	
4	Pick-up 4x4	1		Full day	2000-2005	2005-2010	
5	Austana	1		Full day	1997-2000	2000-2005	
6	Land Cruiser	1		Full day	2000-2005	2005-2010	
7	Armored vehicle	1		Full day	2008-2010	2011-2012	
8	Picnic saloon	1		Full day	2000-2005	2005-2010	
1	Corolla	1		Pick & Drop only	1994-1997	2000-2005	
2	Town Ace	1		Pick & Drop only	1990-1994	2000-2005	
3	Super Custom	1		Pick & Drop only	1994-1997	2000-2005	
4	Pick-up 4x4	1		Pick & Drop only	2000-2005	2005-2010	
5	Austana	1		Pick & Drop only	1997-2000	2000-2005	
6	Land Cruiser	1		Pick & Drop only	2000-2005	2005-2010	
7	Armored vehicle	1		Pick & Drop only	2008-2010	2011-2012	
8	Picnic saloon	1		Pick & Drop only	2000-2005	2005-2010	

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

Title of Agent \_\_\_\_\_

Email address \_\_\_\_\_

Mobile phone # \_\_\_\_\_

Signature/Stamp and Date \_\_\_\_\_

## Price Schedule (Annex 13)

### Laghman

No	Generic Description incl. Technical specifications	Qty	Unit Price/Month (USD)	Requirements	Model	Model	Unit Price/Month (USD)
1	Corolla	1		Full day	1994-1997	2000-2005	
2	Town Ace	1		Full day	1990-1994	2000-2005	
3	Super Custom	1		Full day	1994-1997	2000-2005	
4	Pick-up 4x4	1		Full day	2000-2005	2005-2010	
5	Austana	1		Full day	1997-2000	2000-2005	
6	Land Cruiser	1		Full day	2000-2005	2005-2010	
7	Armored vehicle	1		Full day	2008-2010	2011-2012	
8	Picnic saloon	1		Full day	2000-2005	2005-2010	
1	Corolla	1		Pick & Drop only	1994-1997	2000-2005	
2	Town Ace	1		Pick & Drop only	1990-1994	2000-2005	
3	Super Custom	1		Pick & Drop only	1994-1997	2000-2005	
4	Pick-up 4x4	1		Pick & Drop only	2000-2005	2005-2010	
5	Austana	1		Pick & Drop only	1997-2000	2000-2005	
6	Land Cruiser	1		Pick & Drop only	2000-2005	2005-2010	
7	Armored vehicle	1		Pick & Drop only	2008-2010	2011-2012	
8	Picnic saloon	1		Pick & Drop only	2000-2005	2005-2010	

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

Title of Agent \_\_\_\_\_

Email address \_\_\_\_\_

Mobile phone # \_\_\_\_\_

Signature/Stamp and Date \_\_\_\_\_

## Price Schedule (Annex A 14)

### Helmand

No	Generic Description incl. Technical specifications	Qty	Unit Price/Month (USD)	Requirements	Model	Model	Unit Price/Month (USD)
1	Corolla	1		Full day	1994-1997	2000-2005	
2	Town Ace	1		Full day	1990-1994	2000-2005	
3	Super Custom	1		Full day	1994-1997	2000-2005	
4	Pick-up 4x4	1		Full day	2000-2005	2005-2010	
5	Austana	1		Full day	1997-2000	2000-2005	
6	Land Cruiser	1		Full day	2000-2005	2005-2010	
7	Armored vehicle	1		Full day	2008-2010	2011-2012	
8	Picnic saloon	1		Full day	2000-2005	2005-2010	
1	Corolla	1		Pick & Drop only	1994-1997	2000-2005	
2	Town Ace	1		Pick & Drop only	1990-1994	2000-2005	
3	Super Custom	1		Pick & Drop only	1994-1997	2000-2005	
4	Pick-up 4x4	1		Pick & Drop only	2000-2005	2005-2010	
5	Austana	1		Pick & Drop only	1997-2000	2000-2005	
6	Land Cruiser	1		Pick & Drop only	2000-2005	2005-2010	
7	Armored vehicle	1		Pick & Drop only	2008-2010	2011-2012	
8	Picnic saloon	1		Pick & Drop only	2000-2005	2005-2010	

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

Title of Agent \_\_\_\_\_

Email address \_\_\_\_\_

Mobile phone # \_\_\_\_\_

Signature/Stamp and Date \_\_\_\_\_

## Price Schedule (Annex A 15)

### Kapisa

No	Generic Description incl. Technical specifications	Qty	Unit Price/Month (USD)	Requirements	Model	Model	Unit Price/Month (USD)
1	Corolla	1		Full day	1994-1997	2000-2005	
2	Town Ace	1		Full day	1990-1994	2000-2005	
3	Super Custom	1		Full day	1994-1997	2000-2005	
4	Pick-up 4x4	1		Full day	2000-2005	2005-2010	
5	Austana	1		Full day	1997-2000	2000-2005	
6	Land Cruiser	1		Full day	2000-2005	2005-2010	
7	Armored vehicle	1		Full day	2008-2010	2011-2012	
8	Picnic saloon	1		Full day	2000-2005	2005-2010	
1	Corolla	1		Pick & Drop only	1994-1997	2000-2005	
2	Town Ace	1		Pick & Drop only	1990-1994	2000-2005	
3	Super Custom	1		Pick & Drop only	1994-1997	2000-2005	
4	Pick-up 4x4	1		Pick & Drop only	2000-2005	2005-2010	
5	Austana	1		Pick & Drop only	1997-2000	2000-2005	
6	Land Cruiser	1		Pick & Drop only	2000-2005	2005-2010	
7	Armored vehicle	1		Pick & Drop only	2008-2010	2011-2012	
8	Picnic saloon	1		Pick & Drop only	2000-2005	2005-2010	

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

Title of Agent \_\_\_\_\_

Email address \_\_\_\_\_

Mobile phone # \_\_\_\_\_

Signature/Stamp and Date \_\_\_\_\_

**Annex B**  
**Terms and of Reference**  
**For the Transportation of Staff Shuttle (Pick/Drop) and Daily Movements Services**

**General TOR**

**Background:**

UN-Habitat is interested to engage the services of a transport provider, who would provide daily transport services according to predetermined schedules as well as ad-hoc transport requirements. The daily transport requirements consist of two services (1) Pick and Drop, (2) Daily movements (full day), in addition to ad-hoc transport requirements.

The information furnished must be examined carefully before submission of solicitation and the process to be followed.

**UN Workdays and Work-hours:**

1. The regular workdays of the organization are Sunday through Thursday, but sometime Saturdays are working days. It depends on the project and office requirements.
2. The work-hours are 07:30 - 04:00 or 08:00 - 04:30 from Sunday through Thursday, or and 08:00 through 4:30 hours on Saturdays depends on the need, if required.
3. Based on the requirement the transportation services may require after regular hours. No additional payment is made to the selected contractor.
4. **Full day movement: Monthly usage of the vehicle might be minimum 1500 km to 2000 km.**
5. **Pick and drop: Daily usage of the vehicle might be minimum 10 km to 20 km.**
6. UN observes 10 holidays per year, and will notify the holiday schedule to the selected contractor.

**Scope of Services:**

Date: The service is planned to commence **01 October 2017**.

Transport needs: The daily routes for the fixed daily transport services are dependent on the nature of the transport concerned and the ever changing requirements of the UN-Habitat offices:

- **Pick and Drop mostly require within Kabul Districts.** The transport service provider is required to transport UN staff or project staff within Kabul city where only for official purposes.
- Each vehicle should be used as per the standard occupancy of the vehicle (standard seats).
- Bidders are requested to submit the attached Price Schedule with price offers for the services of the following types of vehicles, including fuel costs, drivers' salaries, vehicle maintenance, all consumables, workmanship and spare parts and etc....

- **The bidder is to be aware that the quantity of vehicles listed on the price schedule (Annex A1 - Annex A15) sheets. Some are listed for future in case we may need.**
- UN-Habitat may need rental vehicles minimum 1 - 150 within different locations and provinces.
- Daily usage 60 km to 80 km for full day movement.
- The rental vehicle shall use for 22-25 working days in a month.
- **The exact routes would also be established upon signing of contract. If the service was well received, it should be scale able to expand further at same unit cost submitted in the Price schedule. If this service is received poorly and underutilised by staff, it should be manageable with fewer vehicles at the same unit cost per vehicle will be calculated.** To accommodate future requirements, staff movements and new requirements, the transport provider is responsible for establishing all future staff pickup/drop-off points and daily project requirements in the field with the assistance and final approval of UN-Habitat authorized official in the office.
- **Late Drop Service:** The transport service provider is required to transport UN and project staff from the UN-Habitat offices or projects areas (Districts) to accommodate staff working beyond regular office hours. Such kind of transportation services will be coordinated with the assistance of UN-Habitat Transport Manager or project staff / Operation Assistance at the field level as appropriate.
- **Daily Movements (Full Day):** The rental vehicles will be used according to the UN-Habitat office and project requirements on the field/District. The rental vehicles shall be available/standby at the UN-Habitat offices or project sites for the transportation services. The daily movement of the rental vehicle will be mostly inside the cities or within districts of the province (Kabul city), if requires.
- **Ad-hoc service:** The ad-hoc transport service must accommodate ad-hoc transport needs and transport during weekends on an on-call basis.

Time: The daily timetable for the fixed transport services are dependent on the nature of the transport concerned:

- **Pick and drop service:** In the morning the staff living in different areas of city within the District locations where we UN-Habitat operates need to be picked up according to a schedule that allow the vehicles to arrive at the UN-Habitat at 7:30 or 08:00 hours on every workday. In the afternoon the vehicles are requested to depart from the UN-Habitat office 4:00 or 4:30 hours on regular workdays. The services are required within the districts city of Kabul. The rout will specify after contract signed.
- **If the vehicle need to stay longer than official hours, no additional payment made.**
- **The bidder is to be aware that the pick and drop services may require as per the field need.** For the provinces mostly we require rental vehicle daily movement (full day).



- **Late service:** In case late service departing in the evening, the rental drivers shall be communicated by UN-Habitat Transport Manager or Operation Assistant when required apporpartely.
- **Daily Movements or Pick and Drop services:** In case the management requires additional vehicle(s) the contractor will be informed accordingly. The UN-Habitat office will give a minimum of 1-day notice on normal working days to the transport provider. The UN-Habitat will use the rate you may provide as per the attached price schedule. **(Annex A1- Annex A15)**

**Vehicles Types:** Keeping in view the number of staff availing pick/drop service or daily movements, the UN-Habitat may require different types of vehicles dependent on the need of staff and would be a combination of the following vehicles:

- Super Costume with minimum 7 seats including driver
- Town Ace with minimum 6 seats including driver
- Corolla with minimum of 4 seats including driver
- Picnic with minimum of 5 seats including driver
- Astana saloon with minimum of 12 seats including driver
- Pick-up 4x4 with minimum of 4 seats including driver
- Land Cruiser with minimum of 8 seats including driver
- Armored vehicle with minimum of 4 seats including driver

The vehicles must be air-conditioned, well-maintained and in excellent overall functional condition. The service shall include fuel costs, drivers' salaries, and vehicle maintenance, including all consumables, workmanship and spare parts. Transport providers must adhere to these minimum requirements mentioned above, offers that do not meet minimum requirements will be disqualified. The transport provider must include technical descriptions of the vehicles offered.

### **Responsibilities of the Contractor:**

The Contractor shall:

1. Develop any amendments to the 'pick/drop schedule' with the help of UN-Habitat Transport Manager or Operation Assistant or authorized officials in the projects for all existing and new staff availing the pick/drop service or daily usage.
2. Count the passengers and ensuring that the staff availing different routes are on board according to the specified time schedule.
3. Ensure that only UN staff or third party contracted staff carrying a valid UN staff ID card can travel with the vehicles.
4. Provide list of vehicles and names of drivers with a photocopies of the NIC (Tazkira), driver's license, and a latest photograph.
5. Increase vehicles to the service once the staff members are over and above the existing capacity of the vehicles in according with the Price Schedule. With prior approval.
6. Provide security clearance about the drivers from the Local Police.
7. Settle any claim by 3rd Party including road accidents without the involvement of the organization while driving vehicle for the UN.

8. Ensure that vehicles are registered for commercial passenger transport in accordance with applicable national vehicle requirements and pay all road tax and applicable fee on the vehicles while driving UN staff.
9. Ensure that vehicles leave the premises immediately after dropping off the staff in the morning. There are no parking facilities at the UN-Habitat offices.
10. The drivers are not allowed to enter the UN-Habitat compounds, unless get authorization.
11. Ensure vehicles have two-way communication with contractor's office and cell phone communication.
12. The drives must have valid license.
13. The contractor is solely responsible for fuel, maintenance, accident or any other cost my occurred during official hours as well outside of official hours.
14. Payment of monthly salary of the rental drivers on time, before the invoice is released by UN-Habitat.
15. The vehicle will be kept with the driver all the time.
16. No UN staff/Project staff are allowed to use the rental vehicles personally.
17. The rental drivers are introduced by the contractor, any responsibility concerning the drivers correlates to the contractor, and UN-Habitat will not take any responsibility.
18. In case any accident or if the introduced rental vehicle is not available, the contractor should provide another vehicle with the same condition to avoid any services interruption.
19. The rental drivers should have professional behaviour with UN staff or outside.

#### **Responsibilities of the Organization:**

The Contractor will report to the Transport Manager or authorized officials in the project/Operations Assistant for the delivery of services under the Terms of Reference.

The Organization will:

1. UN-Habitat Transport Manager or authorized officials/ Operations Assistant should provide the existing list of staff who are using the transport service with their pick/drop points and daily movement.
2. Advise the Contractor of future staff arrivals who will be availing the pick/drop service or requirement of the projects activities.
3. Inform the Contractor when to increase or reduce the number of vehicles in appropriate time manner.
4. Ensure that the staff adheres to the pick/drop schedule.
5. Releasing of the monthly payment as per the UN payment terms and conditions.

## ANNEX C

### UNITED NATIONS GENERAL CONDITIONS OF CONTRACT

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

## 8. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

## 15. TERMINATION

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

## 16. SETTLEMENT OF DISPUTES

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

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

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

#### 18. TAX EXEMPTION

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

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

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



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

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

## **INFORMATION TO UNITED NATIONS VENDORS**

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

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

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

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

This letter should be sent to:

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

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

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

## The Ten Principles of the Global Compact



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

from:

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

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

### Human Rights

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

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

### Labour Standards

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

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

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

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

### Environment

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

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

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

### Anti-Corruption

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

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