

**UN-HABITAT AFGHANISTAN**  
**REQUEST FOR PROPOSAL (RFP)**

**RFP NO: UN/H/IT/KBL/2012/001**

**Title of Work:**

**Provision of Internet Services for UN-HABITAT Afghanistan for Twenty Five (25)  
Locations within Twenty (20) Provinces**

**23 January 2012**

## Request for Proposal (RFP)

Announcement date: 23<sup>th</sup> January, 2012  
Closing date: 12<sup>th</sup> February, 2012, at 2:00PM, Kabul Time.

Dear Sir/Madam,

**Ref: RFP No. UN/H/IT/KBL/2012/001**

### **Provision of Internet Services for UN-HABITAT Afghanistan for Twenty Five (25) Locations within Twenty (20) Provinces**

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1. You are requested to submit a proposal for Internet Services to UN-HABITAT Afghanistan for 25 Locations within twenty provinces as per the Scope of Work outlined in Annex B.
2. All proposals are subject to the instructions to offerors and such other provisions, specification and instructions as are attached or incorporated herein by reference (hereinafter collectively called "Request for Proposal" or RFP). Solicitation documents hereunder include:
  - I. Acknowledgement Letter (Annex A)
  - II. Scope of Work and Instructions for preparation of proposal (Annex B)
  - III. Proposal Submission Form (Annex C)
  - IV. Contract Date (Annex D)
  - V. Price Schedule (Annex E)
  - VI. General Conditions of Contract (Annex F)
3. Your offer comprising technical proposal and financial proposal, in separate sealed/stamped envelopes, should reach the following address no later than **February 12, 2012, at 2:00 PM** Kabul time

United Nations Human Settlement Program (UN-HABITAT)  
House # 431, Street 7, Taimani area, District 4, Kabul, Afghanistan,  
Attention: Procurement Unit
4. Interested parties are requested to send any queries they may have with regard to this RFP through email: [muneer.nawabi@unhabitat-afg.org](mailto:muneer.nawabi@unhabitat-afg.org)  
Cc: [ghows.amirian@unhabitat-afg.org](mailto:ghows.amirian@unhabitat-afg.org) up to Two (2) days prior to the last date for submission of proposal. If you request information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal
5. Your submission will be considered upon the provision of certified copies of the following. Failure to provide these may be grounds for disqualification of the offer.
  - Background and past working experience details.
  - Valid ISP license from Ministry of Communication and Information Technology.

- List of IT expert staff to be assigned to this project
  - Bio-data of key technical staff to be assigned to this project
  - At least three reference letters from current clients (UN or International organizations).
  - Reference list (client list)
  - Company Financial Capability (bank statement for the last three (3) months)
  - Service Level Agreement (details on 24/7 support is required)
  - Complete Backbone and Main Hub information, Main satellite provider information.
- 6 The recipients of this RFP are requested to acknowledge receipt of this solicitation document and any amendment thereto to UN-HABITAT Afghanistan by completing the acknowledgment letter in Annex A. The acknowledgment must be signed stamped and should be sent via email to: [gnows.amirian@unhabitat-afg.org](mailto:gnows.amirian@unhabitat-afg.org), within five (5) days of receipt of this RFP.

Your sincerely,



Jan Turkstra  
Country Representative, a.i.  
UN-HABITAT Afghanistan



**Annex A**

**Acknowledgement Letter**

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***Please confirm your intention to submit your proposal as potential cooperating entity with UN-HABITAT by completing and returning the acknowledgement to UN-HABITAT AFGHANISTAN PROCUREMENT UNIT***

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Dear Sir,

**Subject: RFP No. UN/H/IT/KBL/2012/001**

**Provision of Internet Services to UN-HABITAT for Twenty Five (25) locations within Twenty (20) Provinces**

We the undersigned acknowledge receipt of your **Request for Proposal (RFP)** dated:  
For the **Provision of Internet Services to UN-HABITAT for Twenty Five (25) locations within Twenty (20) Provinces** and hereby confirm that:

we intend (A)                       we do not intend (B)

To submit a proposal to the UN-HABITAT Afghanistan by the deadline of \_\_\_\_\_

We are herewith submitting the Proposal in the prescribed format per Annexes of RFP.  
We take note of the terms and conditions as per the RFP and the General Terms and Conditions and will abide by them when submitting our proposal. We also acknowledge that this proposal is confidential and contains privileged information.

Name of Authorized Representative:

Signature and date: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Entity and Address: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

E-mail: \_\_\_\_\_

If you do not intend to submit a proposal to the UN-HABITAT Afghanistan, please indicate the reason: \_\_\_\_\_

- We do not have the capacity to submit a proposal at this time
- We cannot meet the technical requirements for the tender
- We do not think we could make a competitive financial offer in due course
- Others: (Please specify)

## **Annex B**

### **Scope of Work and Instructions for Preparation of Proposal**

**Proposals are invited from organizations with the following qualifications and expertise:**

#### **Introduction:**

UN-HABITAT is the United Nations' mandated agency to address issues of human settlements development, particularly in the urban sector. The HABITAT Agenda adopted the Second United Nations Conference on Human Settlements (HABITAT II) has adopted sustainable human settlements development in an urbanizing world as one of the two primary goals under the mandate. UN-HABITAT has a long history of technical cooperation in areas of urban governance, planning and management worldwide, and is able to draw from its global experience.

#### **1. Scope of Work:**

UN-HABITAT Afghanistan has decided to have a single contract for the provision of Internet Services for its all offices in Afghanistan. The Internet Service Providers (ISPs) invited to send their technical and financial offers to meet the following requirements:

- 1.1 Providing Internet Services for 25 sites of UN-HABITAT Kabul and Provincial offices around Afghanistan as per the below specifications: Annex E
- 1.2 Reporting:  
Selected ISP shall provide MRTG (Multi Router Traffic Graphs) to enable ICT unit to monitor each link from Kabul for the requested bandwidth.
- 1.3 Installation of VSAT (Very Small Aperture Terminals) equipments is required for all sites. VSAT Equipments: UN-HABITAT cannot purchase any VSAT equipments. The selected ISP requires to provide the VSAT equipments on rental base.
- 1.4 All VSAT equipments should be installed completely; UN-HABITAT is not responsible for any services required for installation, transportation and accommodation costs.
- 1.5 Installation: Since UN-HABITAT does not have ICT staffs within its provincial offices, vendors are requested to complete all VSAT installations.
- 1.6 Required bandwidth should be pure as CIR (Center for Investigative Reporting).
- 1.7 Selected ISP will provide a dedicated POC (Point of Contact) with its customer service/ Helpdesk Department in 24/7/365 and respond quickly
- 1.8 The selected ISP has to store the spare parts of the offered hardware.
- 1.9 The vendors are requested to provide the list of recommended (required) spare parts with unit price, attached with your financial proposal separately. In case the spare parts needed in the future.
- 1.10 All installation of sites must be completed within ten (10) calendar days.
- 1.11 After sales support; selected ISP will provide maintenance services during the contract period, UN-HABITAT shall not pay any extra charges, except the equipment damaged or born due to electricity shock or casual made by UN HABITAT.
- 1.12 The selected ISP shall take care of all troubleshooting on timely manner within the contact period.
- 1.13 Any technical issues related to internet shall be reported to UN-HABITAT ICT unit.
- 1.14 UN-HABITAT does not wish to purchase the VSAT or other equipments may required. Therefore we request vendors to quote on rental basis.

2. **Client Orientation:**
  - 2.1.1 Appropriate helpline services.
  - 2.1.2 Prior to any maintenance or any obvious problem appropriate email notification is required if problem is not noticeable a notification is required from Selected ISP informing UN-HABITAT that the problem will be fixed within a specific period of time and cause of the problem should be clearly stated.
  - 2.1.3 UN-HABITAT cannot afford to have downtime and have monitoring tool to monitor bandwidth. If appropriate service has not been provided, we may not pay the complete monthly payment.
  
3. **Duration of Contract:**
  - 3.1 The initial period of the required services is for a Twelve (12) months commencing 01 March 2012 and with possibility of extension up to a maximum period of 3 years, subject to satisfactory services.
  
4. **Payment:**
  - 4.1 The payment of contractor's Internet Service costs and hardware rent shall be made to the contractor on quarterly bases after submitting the invoice certified by authorized official within 7-10 working days. The payment to the Contractor by UN-HABITAT Afghanistan will be made in USD through bank transfer in the name of the company. UN-HABITAT shall not be responsible for the effects of exchange rate fluctuation.
  - 4.2 If the contractor fails to provide the above mentioned services, UN-HABITAT Afghanistan shall be entitled to claim in writing, liquidated of poor services and deduct the downtime days from monthly contract value per each failure or unsatisfactory services, the payment or deduction of such liquidated poor/downtime services shall not be relieved the successful bidder from any of its other obligations or legal responsibilities of the contract.
  
5. **Communications:**
  - 5.1 All correspondence regarding this contract shall be communicated in the English language.
  - 5.2 The contractor will introduce in writing its focal point for all aspects of the management of the assignment to UN-HABITAT Afghanistan.
  - 5.3 All communication shall be followed through UN-HABITAT ICT unit.
  
6. **Termination of Contract:**
  - 6.1 Except for Articles 6.2 & 6.3 below, UN-HABITAT Afghanistan may terminate the contract with 30 calendar days, prior notice in writing to the contractor. Likewise the same provision will apply to the selected contractor who may wish to terminate its contractual arrangement with UN-HABITAT Afghanistan.
  - 6.2 If at any time during the term of the contract, UN-HABITAT ceases operations in Afghanistan, UN-HABITAT Afghanistan may terminate the contract without prior notice and no compensation shall be paid to the contractor. All unpaid invoices not in dispute at the time of termination and for which services have been rendered shall be settled by UN-HABITAT.
  - 6.3 If on account of force majeure, disease, hostilities, war, blockade, revolution, strikes and other civil commotion beyond the control of UN-HABITAT and the contractor, the fulfilment of the contract are rendered impossible, it shall be deemed to be null and void without prejudice to the right or obligations of either party. The party affected shall give

a written notice to the other party of the occurrence of such an event as early as possible.

## **7. Preparation of Proposal**

### **Cost of Proposal**

- 7.1 The offeror shall bear all costs associated with the preparation and submission of the proposal. UN-HABITAT will in no case be responsible or reliable for those costs, regardless of the conduct or outcome of the solicitation.

## **8. Contents of Proposal**

- 8.1 Proposals must offer services for the total requirement. Proposal offering only part of the requirement will be rejected. The offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the solicitation documents. Failure to comply with these documents will be at the offeror's risks and may affect the evaluation of the proposal.

## **9. Clarification of Solicitation Documents**

- 9.1 Prospective offerors requiring any clarification of the solicitation document may notify the ICT unit at [muneer.nawabi@unhabitat-afg.org](mailto:muneer.nawabi@unhabitat-afg.org) and cc procurement unit at [ghows.amirian@unhabitat-afg.org](mailto:ghows.amirian@unhabitat-afg.org) in writing. We will respond by email to any request for clarification of the solicitation documents that it receive earlier than two (2) days before the deadline for submission of the proposals.

## **10. Amendment of Solicitation Documents**

At any time prior to the deadline for submission of proposals, UN-HABITAT may for any reason, whether its own initiative or in response to a clarification requested by offerors, modify the solicitation documents. All prospective offerors that have receive the solicitation documents will be notified in writing of all amendment to solicitation document. In order to afford prospective offerors reasonable time in which to take the amendment into account in preparing their offers, that the UN-HABITAT may, at its discretion, extend the submission of the proposals.

## **11. Language**

- 11.1 The proposals prepared by the offerors and all correspondence and documents relating to the proposal exchanged by the offerors and UN-HABITAT shall be written in English language. Any printed literature furnished by the offerors may be written in another language so long as accompanied by English translation of its pertinent passages in which case, for purpose of interpretation, the English one shall govern.

## **12. Documents Comprising the Proposal**

The proposal shall comprise the following documents:

### **a. Technical Proposal envelop 1**

- Proposal Submission form;
- Operational and technical part of the proposal, including documentation to demonstrate the offeror meets all requirements

### **b. Financial Proposal envelop 2**

- Price Schedule, completed

## **13. Proposal Form**

The offeror should structure the operational and technical parts of its proposal as follows:

**13.1 Resource Plan**

This should fully explain the offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the offeror's current capabilities/ facilities and any necessary plan for their services.

**13.2 Proposed Methodology**

This section should demonstrate the offeror's responsiveness to the specification by providing a detailed work plan covering all sites installation and service delivery.

**13.4 Proposal Prices**

The offeror shall indicate the proposal price by filling up the attached price schedule in annex E, in this solicitation documents, addition cost require/unrequited must be separated for (spare parts may require for the future) such as:

- 1) Re-location
- 2) Antenna re-points & re-installation
- 3) The offeror shall submit a list of recommended parts with prices and confirm that they will maintain these items in their inventory for maintenance and repair works when necessary. Please see item 1.11 under scope of work.

**14. Proposal Currencies**

All prices shall be quoted in US Dollars.

**15. Format and Signing of Proposal**

A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct error made by the offeror, in which case such correction shall be initiated by the person or persons signing the proposal.

**16. Opening and Evaluation of Proposals**

**Opening of Proposals**

The UN-HABITAT tender opening committee will open the proposals soon after closing of tender and will submit for technical review.

**17. Clarification of Proposals**

To assist in the examination and evaluation of proposals, UN-HABITAT may at its discretion, ask the offeror for clarification of its proposal. The request for clarification and the response shall be in writing and no change in price or substance of the proposal shall be sought, offered or permitted.

**18. Preliminary Examination**

UN-HABITAT will examine the proposal to determine whether they are complete, whether any computational error has been made, whether the documents have been properly sign and whether the proposal is generally in order.

**19. Evaluation and Comparison of Proposals**

A two – staged procedure is utilized in evaluating the proposals, with evaluation of the technical Proposal being completed prior to any price proposal being opened and compared.

The Price Proposal of the proposals will be opened only for submissions that passed the minimum technical scores of 45 of the obtainable score of 60 points in the evaluation of technical proposal.

The Price Proposal will be evaluated on the basis of its lowest technical responsiveness to the term of reference. The overall weight given to each of the price section is described as follows:

The lowest evaluated priced proposal will be awarded 100 percent of the financial points and other prices proposals will be awarded points in accordance with following formula:

$$\text{Price Proposal score} = \frac{\text{Lowest price} \times 40}{\text{Price}}$$

Technical evaluation will be carried out by UN-HABITAT and reserves all the rights to accept or reject all or any proposal.

The technical and price scores of offerors will be combined using a weighting of 60% technical and 40% price. The contract will be awarded to the offeror achieving the highest combined technical / price scores.

#### **20. Pre-Bid meeting**

A pre bid meeting shall be held on the 25<sup>th</sup> January 2012 at 10.00 am at UN-HABITAT Kabul main office below address:

The bidders are requested to be present at this meeting to clarify any issues related to the tender.

Contact details as follows:

To  
Name: Muneer Ahmad Nawabi, ICT unit  
E mail: [muneer.nawabi@unhabitat-afg.org](mailto:muneer.nawabi@unhabitat-afg.org)  
Mobile: +93 (0) 791 611 112, +93 (0) 777 060 000

CC: Ghows Amirian, Logistic Officer  
E-mail: [ghows.amirian@unhabitat-afg.org](mailto:ghows.amirian@unhabitat-afg.org)  
Mobile: +93(0)791611158, +93 (0) 700 283 001  
Address: House # 431, Street # 7, Taimani, District 4, Kabul, Afghanistan

#### **21. Calling of tenders and awarding contract**

Tenders will be opened on specified date and times mentioned above.

#### **22. Period of Validity of Tenders**

Tenders shall remain valid ninety (90) days, after bid opened.

#### **23. Late Tender**

No tenders will be accepted after the deadline for submission of tenders and will not be considered.

**24. Technical Evaluation Criteria**

Summary of technical proposal evaluation forms	Score Weight	Minimum Points Obtainable by the bidder to qualify for award the contract	Org/Other Entities				
			A	B	C	D	E
<b>Total Score</b>	<b>60</b>						
Proposed work plan organization capability							
Main Hub and back up link evidence, in case of network failure.							
Background and past working experiences (minimum three (3) years with UN and International NGOs							
Personnel five (5) technician experts with (minimum 3 years) experiences							

The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.

**Annex C**

**Proposal Submission Form**

**Request for Proposal for  
Provision of Internet Services for UN-HABITAT Afghanistan for Twenty (25)  
Locations within Twenty (20) Provinces**

**RFP No: UN/H/IT/KBL/2012/001**

Dear Sir/ Madam,

Having examined the solicitation documents, the receipt of which is hereby duly acknowledge by our technical staff.

We, the undersigned offer to provide professional services (profession/ activities for project/ program/office) for the sum as may be ascertained in accordance with the price schedule attached herewith and mad part of this proposal.

We undertake, if our proposal is accepted, to commence and complete delivery of all services specific in contract within the time frame stipulated.

We understand, that you are not bound to accept any proposal you may receive.

You're sincerely

Name, Signature and stamp

Date Day/ Month/ year

Company Name:

Address:

E-mail:

Telephone Numbers:

**Annex D-Contract data**

<b>Commencement:</b>	The date for commencement of the Works is the date of Signing of the Contract
<b>The Client:</b>	The Client is the UN-HABITAT- Afghanistan
<b>The POC:</b>	Is the Person who is the point of contact to UN-HABITAT
<b>Time for Completion:</b>	The time for completion is <b>Ten (10) calendar days.</b>
<b>Ruling language:</b>	The version in English Language (ruling language) shall prevail
<b>Day to Day Communications:</b>	The language for day to day communications is English.
<b>Delay in Completion:</b>	Failure to meet the Time for Completion as given in the agreed Delivery Schedule (Work Programme) entitles the client to charge 1% of the total Contract amount per week up to a maximum of 10% of the total Contract sum.
<b>Notices to Employer:</b>	<b>The address of the Client for notices is:</b> UN-HABITAT Kabul main office Procurement unit: House # 431, Street # 7, Taimani, District 4, Kabul Afghanistan
<b>Application Law</b>	The application law is that in force in the Islamic Republic of Afghanistan

**Annex E**  
**Price Schedule**

The format below should be used in preparing the price schedule.  
You may include additional lines (if necessary). Describe the item and cost involved.

**Price Offer:**

UN-HABITAT cannot purchase the VSAT or it' related equipments may require, therefore we request ISPs to quote us the rental base option.

**Bill No 1: (Hardware Requirement on monthly rental basis)**

No	Sites	Hardware	Locations	Monthly Cost (\$)	Total for Twelve (12) months (\$)
1	Kabul Main office	2.4 VSAT C Band SCPC	Kabul		
2	Kabul Main office Backup	1.8 KU Band	Kabul		
3	LCEP II Kabul NLC	1.8 KU Band	Kabul		
4	MUDH Kabul	1.2 KU Band	Kabul		
5	Jalalabad Office	1.2 KU Band	Jalalabad		
6	Farah	1.2 KU Band	Farah		
7	Parwan	1.2 KU Band	Parwan		
8	Herat	1.2 KU Band	Herat		
9	Panjshir	1.2 KU Band	Panjshir		
10	Bamyan	1.2 KU Band	Bamyan		
11	Kapisa	1.2 KU Band	Kapisa		
12	Kabul EC7	1.8 KU Band	Kabul		
13	Sari pul	1.2 KU Band	Sari pul		
14	Sheberghan	1.2 KU Band	Sheberghan		
15	Kunduz	1.2 KU Band	Kunduz		
16	Laghman	1.2 KU Band	Laghman		
17	Baghlan	1.2 KU Band	Baghlan		
18	Logar	1.2 KU Band	Logar		
19	Paktia	1.2 KU Band	Paktia		
20	Ghor	1.2 KU Band	Ghor		
21	Takhar	1.2 KU Band	Takhar		
22	Kandahar	1.2 KU Band	Kandahar		
23	Shar-e- Now Kabul	1.8 KU Band	Kandahar		
24	Helmand	1.2 KU Band	Helmand		
25	Balkh	1.2 KU Band	Balkh		
<b>Sub Total for Bill No: 1</b>					

**Bill No. 2: Bandwidth Cost**

No	Sites	Locations	Bandwidth		Ratio	Monthly Cost (\$)	Total for Twelve (12) months
			Upload	Download			
1	Kabul Main office	Kabul	1024kb/s	512kb/s	Dedicated (1:1)		
2	Kabul Main office Backup	Kabul	512kb/s	256kb/s	Dedicated (1:1)		
3	LCEP II Kabul NLC	Kabul	128kb/s	64kb/s	Dedicated (1:1)		
4	MUDH Kabul	Kabul	64kb/s	32kb/s	Dedicated (1:1)		
5	Jalalabad Office	Jalalabad	64kb/s	32kb/s	Dedicated (1:1)		
6	Farah	Farah	64kb/s	32kb/s	Dedicated (1:1)		
7	Parwan	Parwan	64kb/s	32kb/s	Dedicated (1:1)		
8	Herat	Herat	64kb/s	32kb/s	Dedicated (1:1)		
9	Panjshir	Panjshir	64kb/s	32kb/s	Dedicated (1:1)		
10	Bamyan	Bamyan	64kb/s	32kb/s	Dedicated (1:1)		
11	Kapisa	Kapisa	64kb/s	32kb/s	Dedicated (1:1)		
12	Kabul EC7	Kabul	128kb/s	64kb/s	Dedicated (1:1)		
13	Sari pul	Sari pul	64kb/s	32kb/s	Dedicated (1:1)		
14	Sheberghan	Sheberghan	64kb/s	32kb/s	Dedicated (1:1)		
15	Kunduz	Kunduz	64kb/s	32kb/s	Dedicated (1:1)		
16	Laghman	Laghman	64kb/s	32kb/s	Dedicated (1:1)		
17	Baghlan	Baghlan	64kb/s	32kb/s	Dedicated (1:1)		
18	Logar	Logar	64kb/s	32kb/s	Dedicated (1:1)		
19	Paktia	Paktia	64kb/s	32kb/s	Dedicated (1:1)		
20	Ghor	Ghor	64kb/s	32kb/s	Dedicated (1:1)		
21	Takhar	Takhar	64kb/s	32kb/s	Dedicated (1:1)		
22	Kandahar	Kandahar	64kb/s	32kb/s	Dedicated (1:1)		
23	Shar-e- Now	Kabul	256kb/s	128kb/s	Dedicated (1:1)		
24	Helmand	Helmand	64kb/s	32kb/s	Dedicated (1:1)		
25	Balkh	Balkh	64kb/s	32kb/s	Dedicated (1:1)		
<b>Sub Total for Bill No: 2</b>							

No	Total Cost	Amount in USD
1	Sub-total bill No. (1) Hardware rent	
2	Sub-total bill No (2) Bandwidth cost	
3	Discount if any	
<b>Total Cost</b>		

Total of bid Amount in Words (US Dollars) \_\_\_\_\_

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Signature: \_\_\_\_\_

Name of the Bidder: \_\_\_\_\_

Company Seal: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Details: \_\_\_\_\_

E-mail: \_\_\_\_\_

Telephone Numbers: \_\_\_\_\_

## ANNEX F

### UNITED NATIONS GENERAL CONDITIONS OF CONTRACT

- 1.0 **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.
- 2.0 **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.
- 3.0 **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.
- 4.0 **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.
- 5.0 **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.
- 6.0 **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.
- 7.0 **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.

**8.0 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.

9.0 **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.

10.0 **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.

**11.0 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.
- 12.0 **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.
- 13.0 **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:
- 13.1 The recipient ("Recipient") of such information shall:
- 13.2 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
- 13.3 use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.4 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
- 13.4.1 any other party with the Discloser's prior written consent; and,
- 13.4.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- 13.4.2.1 A corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.4.2.2 Any entity over which the Party exercises effective managerial control; or,
- 13.4.2.3 For the United Nations, a governing organ or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.
- 13.5 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the United Nations sufficient prior notice of a request for the disclosure of Information in order to allow the United Nations to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.6 The United Nations may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.7 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.8 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.
- 14.0 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 to be 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.

## 15.0 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.

## 16.0 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.

17.0 **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.

18.0 **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.

19.0 **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.

20.0 **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.

- 21.0 **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:

- Informing employees, shareholders, customers and suppliers
  - Integrating the Global Compact and nine principles into the corporate development and training program
  - Incorporating the Global Compact principles in the company's mission statement
  - Including the Global Compact commitment in the company's Annual Report and other public documents
  - 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:

- Actively support the principles and broad United Nations goals by initiating and participating in projects in partnership with the United Nations.
- 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:

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

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

#### Human Rights

[Principle 1](#): 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> >