

Procurement

Cover Page

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Total Number of Pages including this page: __ 34 __

Attached is Request for Quotation No.: 3200038731 and all related documentation. Please notify the United Nations immediately if any part of this Request for Quotation is missing and/or illegible at the above facsimile number. Please be advised that this facsimile number may be used only to send queries.

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REQUEST FOR QUOTATION

3200038731

SUBJECT: Water supply scheme including drilling & development of tube well and repair & renovation of pump house at Ghousabad

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

- 1. Annex A: Scope of Work**
- 2. Annex B: Technical Evaluation Criteria**
- 3. Annex C: Financial quotation (Based on BOQ)**

2. Quotations are required to be submitted to the UN in English language and in **ONE COPY**, no later than **19-Aug-2026 at 03:00 PM (Pakistan Time)** (the ClosingTime), by E-mail: Habitat.Pakistan@un.org, or by hand to Plot No. 5-11 Diplomatic Enclave, UN-Habitat Office, UNMOGIP Building Islamabad, Pakistan. Quotations received after the Closing Time may be considered or evaluated only in exceptional circumstances.
3. Please note that submissions by e-tendering will be rejected.

Validity of Quotations

4. Your Quotation shall be irrevocable and remain valid for acceptance for at least **60 days** calendar days, commencing on the Closing Time.
5. If deemed necessary by the UN, Bidders may be requested to extend the validity of their Quotations for an additional period(s), in order to finalize the solicitation process. If the extension of the validity period is accepted by a Bidder, the Bidder will not be permitted to otherwise modify or consequently withdraw its Quotation.

Evaluation Criteria and Contract Award

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

Notice of Award

9. The selected Bidder(s) will be notified in writing that the UN considers an award of the Contract. No legal obligation exists until the issuance of a Contract or Purchase Order (PO) by the UN.
10. Unsuccessful Bidders will be notified in writing. The UN has the right to retain unsuccessful Quotations. Unsuccessful Bidders having questions about the name of the selected Bidder(s), the Contract/Purchase Order value(s), or the reasons for non-selection of their Quotation, may contact the Procurement Officer at the email/fax number provided for submission of Quotations.

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

Commercial Instructions

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

12. **Payment Terms.** The standard UN terms of payment are net **30 days** calendar days following satisfactory delivery of goods, performance of services and the submission of an invoice, whichever is later. Payment for any goods or services by the UN shall not be deemed an acceptance of the goods or services. The provisions of Incoterms 2010 shall apply to any delivery terms specified in this RFQ.
13. The UN policy is to preclude advance payments or payment by Letters of Credit. Such provisions in a Quotation will be prejudicial to its evaluation by the UN.
14. **Currency.** Prices may be quoted in a local currency (PKR). However, for the purposes of comparison of all Quotations, the UN will convert the currency quoted in the Quotation to US Dollar in accordance with the prevailing UN Operational Rate of Exchange at the Closing Time.
15. The Contract/Purchase Order, Bidder's invoices and the UN payments will be made in the currency as originally quoted by the Bidder in their Quotation.
16. **Price.** The offered price should be all inclusive. If the price excludes certain fees and/or charges, the Bidder must provide a detailed list of excluded fees, with a complete explanation of the nature of those fees. Unless otherwise provided in this RFQ, the Contract or the Purchase Order shall be concluded on a Firm Fixed Price basis, and shall not be subject to any adjustment, including the actual cost incurred by the Bidder in performing the Contract or any market price changes.
17. **GSA Clause (for USA vendors only).** The UN is officially eligible, under the United States Foreign Assistance Act of 1961, to receive full benefits under General Services Administration (GSA) Contracts. Accordingly, Quotation must specify whether or not items quoted by the Bidder are currently subject to GSA Federal Supply pricing and indicate the GSA Contract Number and Expiration Date, wherever applicable.

Liquidated Damages

18. If the Bidder fails to supply specified goods/services within the leadtime to be stipulated in the Contract or in the Purchase Order, for any reason other than the UN act or omission, the UN shall deduct as liquidated damages, a sum equivalent to **5%%** of the total Contract/Purchase Order value, or portion thereof that is delayed, for each calendar day of delay until actual delivery, up to a maximum deduction of **%** of the total Contract/Purchase Order value, or portion thereof that is delayed; all without prejudice to any other remedies available to the UN. A maximum grace period of calendar days may be permitted. However, if the delivery is not completed within the grace period, liquidated damages will apply from the day immediately following the original delivery date. Said amount is agreed to be a reasonable estimation of the damages which the UN will sustain, without the UN having to prove any actual damage, and not as a penalty against the Contractor. In case of a different provision stated in the Draft Form of Contract (if applicable and if provided herein), the Draft Form of Contract shall prevail.

Miscellaneous

19. This RFQ does not commit the UN to award a Contract or to issue a Purchase Order. Any Quotation submitted will be regarded as a proposal by the Bidder and not as an acceptance by the Bidder of any proposal by the UN.

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

Independent Price Determination

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

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



Annex A: Scope of Work

Good Services Description:	Improvement of Water Supply Scheme including Drilling & Development of Tube Well and Repair & Renovation of Pump House of Ali Madad Jattak Tube Well Ghousabad, Baluchistan, Pakistan
Project / Programme Title:	Harmonizing Afghan Refugees and Host Communities in Urban Slums in Pakistan for Peaceful Coexistence and Social, Gender-positive Inclusiveness
Location:	Ghousabad, Quetta Baluchistan, Pakistan

Expected Starting Date: 28 August 2026

Context: UN-Habitat is implementing a slum upgradation project in 5 cities of Pakistan. The purpose of this project is to empower vulnerable Afghan refugees and host communities in selected low-income urban slums in Peshawar, Kohat, Haripur, Karachi and Quetta. To accomplish this, the strategic approach of the UN-Habitat will foster inclusive and sustainable urban development that prioritizes issues relating to housing and overcrowding, tenure insecurity, infrastructure, basic services including WASH and SWM and living conditions, economic opportunities, social cohesion and integration and improved living conditions, including gender-based violence. The Project will be implemented as from 1 November 2024. It will be completed by 31-October 2028. Under this project several construction and rehabilitation activities will be completed in roughly 30 slum settlements.

Background:

The targeted informal settlements in Ghousabad face significant challenges in accessing safe and reliable water supply services. Existing water supply infrastructure is inadequate, deteriorated, and unable to meet the growing needs of the community, resulting in limited access to potable water and adversely affecting public health, hygiene, and overall quality of life.

To address these challenges, the United Nations Human Settlements Programme (UN-Habitat) is implementing water supply improvement interventions as part of its infrastructure and basic service enhancement programme. These interventions were identified and prioritized by the target communities through a participatory settlement planning process, during which communities developed Strategic Settlement Plans (SSPs) to comprehensively address their development needs and challenges.

Successful implementation will depend on timely access to the work sites, consistency and completeness of the approved technical documents, identification and protection of existing utilities, coordination of required permits/NOCs, community engagement, traffic and service-continuity arrangements, and availability of work fronts. The Contractor shall address these factors in its work programme and method statements, promptly document constraints and assumptions, and submit mitigation or recovery measures

for UN-Habitat review. The Contractor shall not implement any unauthorized deviation affecting scope, quality, time or cost.



Summary of Work

The work includes, Improvement and rehabilitation of the drinking water supply scheme in Ghausabad, including the drilling and development of a 1,020-foot tube well and the repair and renovation of the existing pump house (10 ft x 12 ft) at the Ali Madad Jattak Tube Well, to enhance access to safe and reliable potable water for the community.

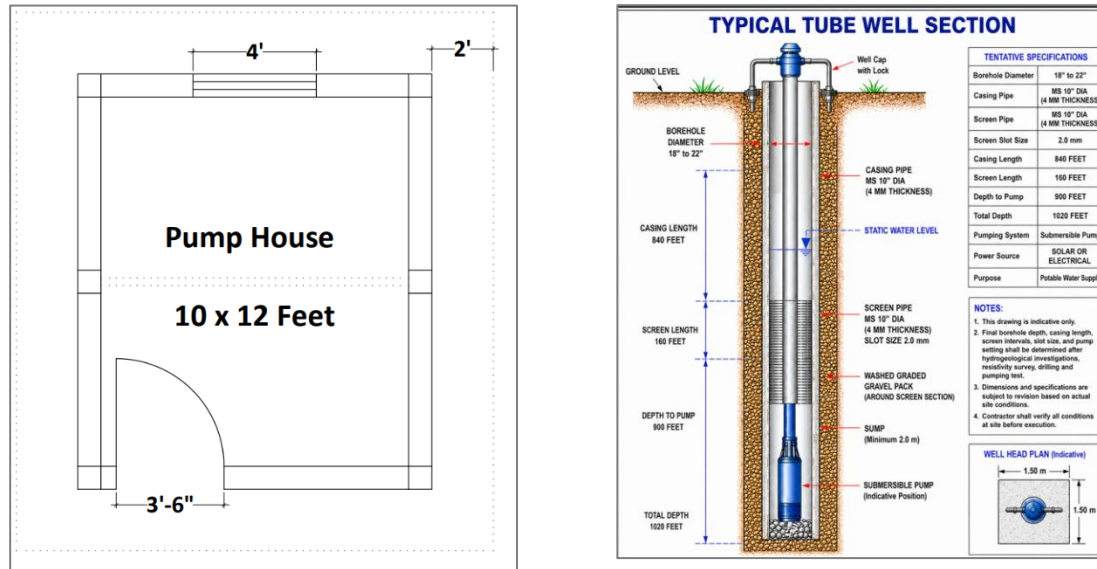
1. Objective of the Works:

The objective is to complete, test, commission, and hand over all contracted works for the improvement and rehabilitation of the Drinking Water Supply Scheme, including the drilling and development of a 1,020-foot tube well and the repair and renovation of the pump house at the Ali Madad Jattak Tube Well, Ghausabad, Balochistan, in accordance with the approved drawings, technical specifications, BoQ, safeguards requirements, and approved work programme, thereby improving access to safe and reliable drinking water for the beneficiary community.

2. Scope of Works:

The scope of work comprises the construction, rehabilitation, testing, commissioning, and handover of the Drinking Water Supply Scheme at the Ali Madad Jattak Tube Well, Ghausabad, Balochistan. The works include the drilling and development of a tube well to an approximate depth of 1,020 feet, installation of the borehole and pumping system, laying of water supply pipelines, and the repair and renovation of the existing pump house (10 ft x 12 ft). The scope further includes all associated civil, mechanical, and electrical works, as well as environmental, social, health and safety measures, site preparation and mobilization, utility connections, testing and quality control, restoration of affected areas, and all ancillary activities necessary to deliver a complete, safe, functional, and sustainable drinking water supply system. The submersible water pump is already available therefore excluded from scope.

Detailed quantities and technical requirements are defined in the applicable Bill of Quantities (BoQ), approved drawings, and technical specifications. The narrative description above summarizes the works and does not replace those documents. Incidental activities reasonably necessary for the proper completion of the specified and priced works shall be included; however, any material change to the scope, quantities, specifications, contract price, or completion period shall require prior written authorization in accordance with the Contract.



3. Roles and Responsibilities:

Contractor: The Contractor's roles and responsibilities shall include, but shall not be limited to, the obligations below. The Contractor shall be responsible for all activities necessary for complete, safe, functional, tested, commissioned and timely delivery of the specified and priced works, including activities reasonably incidental to proper completion. This catch-all obligation shall not authorize a material addition to or change in the contracted scope, quantities, price or completion period without the required prior written approval under the Contract.

- The Contractor shall execute and complete all works in full compliance with the approved designs, BoQ, technical specifications, applicable standards and regulations, environmental and social safeguards requirements, and authorized written instructions. Verification by local authorities or a technical committee may inform the process; contractual acceptance of the works shall remain with UN-Habitat.
- Fulfil all technical, administrative, and contractual requirements prior to commencement of works.
- Implement all occupational health, safety, environmental, and traffic management measures required under the contract and applicable laws.
- Prepare and maintain accurate measurement books and as-built/shop drawings, where applicable, documenting completed works and quantities executed.
- Submit measurement records, testing results, and completion documentation for verification by UN-Habitat prior to certification of works and release of payments.
- Submit final payment and completion documentation for review and approval following completion of works and prior to site demobilization and handover.

- The Contractor shall identify, protect, and manage all existing utilities encountered during construction. Any damage to utilities resulting from the Contractor's negligence or failure to take adequate precautions shall be repaired or restored at the Contractor's own cost.
- Responsibility for providing, operating, and maintaining all temporary diversions and arrangements necessary for roads, sewerage lines, drainage systems, and other affected services during the execution of the works shall rest with the contractor.
- The Contractor shall ensure proper collection, transportation, and disposal of all construction debris and waste materials at approved disposal locations. Household service connections affected during pipeline installation shall be reconnected by the Contractor. Any additional works within private properties, including replacement of internal plumbing or excavation beyond the agreed reconnection point, shall remain the responsibility of the beneficiary households.
- Review the site conditions and all issued drawings, BoQs, specifications and other technical documents before commencing the relevant activity; promptly notify UN-Habitat in writing of discrepancies, omissions, constructability concerns or conflicts and obtain clarification before proceeding.
- Submit, within the periods stated in the Contract or approved mobilization schedule, a baseline work programme, resource and equipment deployment plan, method statements, shop drawings, material submittals, Quality Control Plan and Inspection and Test Plan, site-specific environmental/social and health-and-safety plans, traffic and service-continuity plans, and other pre-commencement submissions required for the awarded lot.
- Obtain and maintain activity-specific permits, licenses, worksite permissions, traffic approvals and clearances for which the Contractor is responsible, while coordinating with UN-Habitat regarding project-level facilitation and stakeholder engagement.
- Deploy qualified personnel, supervision, labour, plant and equipment in sufficient numbers and capacity to implement the approved programme. Where the Contractor is awarded two lots, it shall maintain the separate site resources and essential equipment required for concurrent implementation without adversely affecting quality or completion time.
- Maintain daily site records, measurement books, inspection requests, test records, material certificates, photographic records, updated programmes, non-conformity and corrective-action records, and progress reports sufficient to verify quantities, quality, safeguards compliance and achievement of milestones.
- Remain fully responsible for the acts, omissions, performance and compliance of all subcontractors, suppliers and personnel engaged in the works.

UN-Habitat: UN-Habitat shall provide project-level coordination, technical oversight and contract administration in accordance with the Contract. UN-Habitat's support or review shall not relieve the Contractor of responsibility for execution, safety, quality, permits, temporary works, methods, measurements or compliance.

- Provide project funding and process payments to the Contractor in accordance with the Contract.
- Coordinate with relevant government authorities, utilities, Community Development Committees and stakeholders to facilitate implementation, site access and project-level clearances, as applicable, without assuming the Contractor's responsibility for activity-specific permits and worksite permissions.
- Provide the Contractor with the approved drawings, BoQs, technical specifications and other project information available to UN-Habitat and relevant to execution. The Contractor shall review the documents and promptly seek clarification of any identified discrepancy or missing information.
- Review and respond to the Contractor's correspondence, submissions, and requests in a timely manner.

- Facilitate project-level coordination, including support for obtaining required NOCs and confirmation of site layouts, without relieving the Contractor of its responsibility to secure activity-specific permits, clearances, traffic management approvals, and worksite permissions.
- Monitor project progress, quality of works, and compliance with technical, environmental, occupational health, and safety requirements, either directly or through designated third-party monitoring arrangements.
- Issue or confirm technical instructions and corrective actions through the designated contract-administration channels where necessary to address delay, non-compliance or quality concerns. Any instruction affecting scope, contract price or completion period shall be handled through the authorized contractual process.
- Coordinate with local authorities, where necessary, to facilitate identification of authorized waste-disposal locations. The Contractor shall remain responsible for lawful handling, transport, disposal and documentary evidence of disposal.

4. Environmental, Social, Health and Safety Requirements:

The applicable Environmental and Social Safeguards and Sustainability (ESSS), Environmental and Social Management Plan (ESMP), occupational health and safety requirements, site-specific mitigation measures and relevant legal requirements shall be strictly implemented. Before commencing work, the Contractor shall submit the required site-specific plans and method statements for review and shall maintain implementation records throughout the Contract. The Contractor shall:

- Manage and dispose of construction waste.
- Implement the "Do No Harm" principle throughout project implementation.
- Install warning signs, barricades, and traffic control measures where required.
- Ensure compliance with ESMP and all site-specific mitigation measures.
- Ensure occupational health and safety (OHS) of workers through the provision of appropriate personal protective equipment (PPE).
- Minimize dust, noise, vibration, waste generation, wastewater discharge, and other environmental impacts, and restore disturbed areas upon completion of the works.
- Protect nearby communities by implementing traffic management, public safety measures, and maintaining safe access to residences, businesses, schools, and public facilities.
- Prevent child labour, forced labour, discrimination, sexual exploitation and abuse, sexual harassment (SEA/SH), and all forms of gender-based violence in accordance with UN standards.
- Immediately report environmental, social, health and safety incidents through the prescribed reporting channels, provide the required written information within the applicable timeframe, investigate causes and implement corrective and preventive actions as directed by UN-Habitat and/or the Engineer.
- Ensure that all subcontractors comply with the same ESSS requirements throughout the duration of the contract.
- Provide and maintain temporary diversions for roads and sewerage lines during construction to minimize disruption to traffic and public services.

5. Deliverables, Records and Acceptance Requirements:

The Contractor shall submit complete and verifiable documentation proportionate to the awarded work. As a minimum, the following shall be provided:

- Pre-commencement submissions: mobilization plan; baseline work programme and milestone schedule; organization chart and personnel/equipment deployment; method statements; shop drawings; material-source and product submittals; Quality Control Plan and Inspection and Test Plan; site-specific ESSS/ESMP and health-and-safety plans; traffic, pedestrian-access and service-continuity plans; utility verification records; and applicable permits/NOCs/approvals.
- Implementation records: periodic progress reports comparing planned and actual progress; updated programmes and recovery plans where required; measurement books and quantity records; inspection requests; approved material certificates; laboratory and field-test results; photographs; non-conformity and corrective-action records; environmental/social and safety monitoring records; incident reports; and community/complaints records.
- Handover submissions: completion report; final measurements; as-built drawings in editable source format and PDF; operation and maintenance manuals where applicable; commissioning and trial-run records; test certificates; warranties and guarantees; asset/equipment schedules; training records where required; statutory or authority clearances; signed handover documentation; and evidence that all punch-list items, defects and site-restoration obligations have been completed.
- A submission or completed activity shall not be considered accepted merely because it has been received, inspected or certified by a local authority or technical committee. Acceptance requires completeness, compliance with the Contract, correction of identified deficiencies and written acceptance by UN-Habitat through the authorized contract-administration process. Certification or payment shall not waive latent defects or the Contractor's Defects Liability Period obligations.

6. Duration of Work:

The works shall be completed within six (6) months from the effective commencement date or Notice to Proceed stated in the Contract. The Contractor shall complete mobilization within the specified mobilization period and shall implement multiple awarded lots concurrently where required. Any extension or adjustment affecting contractual time shall be valid only when approved in writing through the applicable Contract procedure.

7. Standard of Performance:

The Contractor shall execute the works and perform its obligations with due diligence, efficiency, economy and professional skill, in accordance with recognized engineering and construction practices, the approved technical documents and applicable standards. The Contractor shall use safe, suitable and effective materials, technologies, equipment, machinery and methods, and shall maintain effective site management, supervision, quality control and safeguards compliance.

The Contractor shall operate and maintain all plant and equipment used for the works in accordance with applicable laws, manufacturer requirements and safe operating procedures. Contractor-owned or hired equipment shall be fit for purpose, properly maintained, inspected and available in sufficient capacity to meet the approved programme.

8. Defects Liability Period:

The Defects Liability Period shall be six (6) months from the date of the Completion/Take-Over Certificate for the relevant lot, subject to confirmation in the Contract. During this period, the Contractor shall, at its

own cost and within the period instructed by UN-Habitat, correct defects, failures, omissions or non-conforming work attributable to the Contractor, including consequential reinstatement and retesting.

If the Contractor fails to remedy a notified defect within the required period, UN-Habitat may apply the remedies available under the Contract, including arranging corrective work at the Contractor's risk and cost. Performance security, retention and their release shall be governed by the Contract/Special Conditions and shall be aligned with the confirmed Defects Liability Period; they shall not be treated as interchangeable mechanisms.

9. Site Safety:

The Contractor shall implement and maintain all necessary health and safety measures throughout the works, including appropriate PPE, warning signs, barriers, illumination and protection of excavations and work areas. Open trenches and hazardous areas shall not be left unprotected or unattended. Adequate first-aid facilities, trained first-aiders and emergency-response/medical-transport arrangements shall be maintained. The Contractor shall conduct and document daily safety inspections and immediately correct unsafe conditions. UN-Habitat may direct suspension of unsafe activities in accordance with the Contract, without relieving the Contractor of its obligations.

10. Contractor's Resources:

The Contractor shall provide all personnel, supervision, labour, materials, plant, tools, machinery, temporary works, utilities and other resources necessary to execute the works safely, properly and within the approved programme. The Contractor is encouraged, to the extent permitted by applicable law and without compromising required qualifications or fair employment standards, to engage suitably qualified skilled and unskilled labour from the project areas.

11. Existing Structures and Utilities:

Prior to commencing the works, the Contractor shall coordinate with UN-Habitat and notify all relevant authorities, utility providers, and concerned entities of its intention to begin construction activities.

The Contractor shall be responsible for identifying and verifying the exact locations of all existing utilities, infrastructure networks, structures, and equipment through site investigations and exploratory measures before commencing work. Appropriate precautions shall be taken to prevent damage and service interruptions. Any utility or infrastructure damaged due to the Contractor's activities shall be repaired or restored at the Contractor's own expense.

Upon completion of the works, the Contractor shall remove all surplus materials, debris, waste, tools, equipment, and machinery from the site, restore affected areas, and leave the worksite clean, safe, and ready for inspection, handover, and acceptance.

12. Project Governance and Contract Administration:

UN-Habitat shall designate an Engineer/Project Manager and focal points for day-to-day technical administration. Their functions may include review of the work programme, drawings, method statements and material submittals; inspection and measurement of works; review of tests and progress records; recommendation of payment certification; identification of non-conformities; and coordination of

completion and handover. No person shall have authority to amend the scope, price, completion period or other contractual obligations unless such authority is expressly provided or the instruction is confirmed in writing by an authorized UN-Habitat official in accordance with the Contract. All formal correspondence and submissions shall follow the designated contract-administration channels.

Where a Contractor is awarded two lots, one suitably qualified Project Manager may oversee both contracts only if this arrangement is accepted through the technical evaluation and the Contractor demonstrates adequate capacity. Separate site supervision, labour, work fronts and essential equipment shall be deployed as required to implement both lots concurrently without adverse impact on safety, quality or completion time.

13. Completion, Inspection and Handover:

The Contractor shall give UN-Habitat reasonable advance written notice of the anticipated completion of a lot or defined work section and request inspection. UN-Habitat and relevant technical stakeholders may conduct a joint inspection and issue a punch list. The Contractor shall correct all identified deficiencies and submit complete handover documentation, including final measurements, test and commissioning records, completion certificates, as-built drawings, O&M manuals and warranties, as applicable. Local-authority or technical-committee confirmation may be included as supporting evidence, but formal contractual acceptance and authorization of final payment shall remain with UN-Habitat.

14. Mobilization and Demobilization:

The Contractor shall complete mobilization within fifteen (15) calendar days from the contractual commencement date, including deployment of personnel and equipment, site establishment, verification of utilities and work fronts, and submission of required pre-commencement documents. Demobilization shall be completed within fifteen (15) calendar days after completion and written authorization to demobilize, and shall include removal of temporary facilities, surplus materials, equipment and waste; reinstatement of disturbed areas; and leaving the site clean, safe and ready for final acceptance.

15. Contract Approach:

The Contract shall be a BoQ-based measurable works contract. Interim payments shall be based on quantities actually executed, measured, verified and accepted in accordance with the Contract and the agreed payment schedule. The Contractor shall not execute a variation, substitute a material or design, or alter a quantity, alignment or specification without the required prior written authorization. Instructions, site discussions or technical reviews that are not issued or confirmed through the authorized contractual process shall not constitute an approved change.

16. Quality Control and Testing:

The Contractor shall establish and implement a project-specific Quality Control Plan and Inspection and Test Plan covering material-source approval, product and sample submittals, inspection hold/witness points, workmanship controls, field and laboratory testing, calibration, records, non-conformity management and corrective action. Tests shall be performed by competent personnel and, where required, accredited or otherwise approved laboratories. UN-Habitat may inspect, test, reject or require

replacement/rework of non-conforming materials, equipment or workmanship. Review, inspection or witnessing by UN-Habitat shall not relieve the Contractor of responsibility for quality and compliance.

17. Key Performance Indicators:

The following KPIs supplement, and does not replace, the approved drawings, BoQs, specifications, safeguards requirements, inspection/testing obligations and acceptance criteria. KPI performance shall be supported by objective records. Non-compliant work shall not be certified as acceptable, and corrective action or other contractual remedies shall be applied only in accordance with the Contract.

KPI Category	Indicator	Acceptable Standard / Target	Tolerance	Frequency of Measurement	Required Corrective Action / Contractual Response
Work Progress	Completion of planned works against approved work schedule	Achievement of approved interim milestones and 100% completion by the contractual completion date	No more than 10 percentage points behind the approved cumulative programme; slippage requires an approved recovery plan	Biweekly	Recovery plan and corrective action; contractual remedies as applicable
Borehole Drilling	Borehole Drilling (18"–22" Dia, up to 1120 ft depth)	Fully Vertical and depth as per survey report	Depth as per survey report or site Engineer instructions	Continuous during drilling.	Payment as per actual work done
Casing Pipe (Blind & Screen) PVC	12"-inch Class D PVC Blind Pipe in bore.	Material grade and wall thickness as per BSS 3505 standards.	Zero Tolerance in material class.	Quality check by engineer	Removal and replacement at Contractor's cost; material rejected
Casing Pipe (Blind & Screen) Mild Steel	10-inch dia. MS Pipe, 4 mm thickness	Pipe manufactured from mild steel conforming to BS 1387, BS EN 10255, ASTM A53, or equivalent approved standard; minimum wall thickness 4 mm	Zero tolerance for thickness/material deviation	Quality check by engineer	Removal and replacement at Contractor's cost; material rejected
Discharge Testing	Actual discharge rate	Verification of sustainable yield and draw-down levels.	Recharge rate must be equal or more than discharge rate	After successful bore for 36 hours	As per Engineer's instructions

Health & Safety	Compliance with approved HSE Plan, PPE usage, barricading and warning signage	Zero fatalities; no uncorrected major safety violation; implementation of approved HSE controls	Zero tolerance for major violations	Daily	As per Contract and HSE provisions
Environmental Compliance	Proper disposal of excavated material, wastewater and construction debris	No major environmental incident and no substantiated community complaint left unresolved beyond the agreed corrective-action period	Minor deviations corrected within 24 hours	Weekly	Corrective action and non-certification of non-compliant work; other remedies as applicable under the Contract

18. Payment and Contractual Provisions:

Detailed payment milestones, retention, performance security, payment-processing provisions, variation/change-order procedures and security-release conditions shall be set out in the solicitation and Contract/Special Conditions. Payments shall be based on quantities actually executed, measured, verified and accepted by UN-Habitat. No payment shall constitute acceptance of defective, incomplete or non-conforming work. Any retention release or final payment linked to the Defects Liability Period shall be aligned with the confirmed Defects Liability Period.

19. Annexes and Technical Document Register:

Before solicitation, the Requisitioning Office shall attach and record the title, revision number and date of each applicable technical document. At a minimum, the final package should include:

- BoQ, with measurement units, item descriptions, quantities and pricing structure fully reconciled with the drawings and specifications.
- Technical specifications and applicable standards, including material, workmanship, testing and commissioning requirements.

Annex B: Technical Evaluation Criteria

No.	Evaluation Criteria	Description of Criteria	Documents required from Bidders	PASS/FAIL
1	Company Registration	The bidder shall submit proof of company registration by the relevant authority and a valid PEC Registration in Category C-6 or above with specialization code CE-09 (Sewerage & Water Supply).	i. Company Registration Certificate or ii. Certificate of Incorporation iii. Valid PEC License	Pass/Fail
2.	Experience in Water Supply	At least two (2) completed similar contracts, of which at least one is substantially comparable in principal work components and implementation complexity to the proposed work.	i. List of Projects with brief description of each project, including scope, duration, contract value, and project start and completion dates. ii. Client details – name of the client organizations, name of the focal person in the client organization, official email, and contact number.	Pass/Fail
3.	Company Financial Capability	Financial statements or audited accounts for at least two (2) years (e.g., 2023, 2024 or 2025 or the most recent available financial years) or any evidence demonstrating sufficient financial stability and liquidity to complete the work;	i. Signed and Stamp Bank statement; OR ii. Audited financial statements for at least two (2) consecutive years among 2023, 2024 or 2025 OR iii. Any evidence provides the financial stability to undertake the assignment	Pass/Fail
4.	List of Machinery and Equipment	- Hydraulic Drilling Rig Machine (1,020 ft capacity) – 01 No. - Generator Set – 01 No. - Concrete Mixer Machine (for pump house rehabilitation works) – 01 No. - Well Development and Pump Testing Equipment – 01 Set. - Hand Tools and Safety Equipment – 01 Set.	List of machinery and equipment intended for the project, indicating type, quantity, and ownership/rental details.	Pass/Fail
6.	Mobilization Commitment	The Bidder shall provide a written statement confirming readiness and commitment to mobilize within fifteen (15) calendar days from contract approval.	Written statement on letterhead confirming compliance with the mobilization time-frame.	Pass/Fail
7	Minimum Key Personnel Requirements			
i	Project Manager / Lead Civil Engineer	Degree in Civil Engineering, Construction Management or closely related discipline; at least 5 years' overall experience,		Pass/Fail
ii	Site Engineer	Degree or diploma in Civil Engineering or closely related discipline; at least 5 years' overall experience, including at least 3 years in relevant works and participation in at least two similar projects. Separate Site Engineer required for each concurrently implemented lot.		Pass/Fail

iii	Site Supervisor	Relevant technical/trade qualification and at least 5 years' relevant site-supervision experience, including at least one similar project. Separate Site Supervisor required for each concurrently implemented lot.	Pass/Fail
iv	QA/QC or Materials Engineer/Officer	Relevant degree/diploma and at least 3 years' relevant experience in inspection plans, material approvals, testing, quality records and non-conformity control.	Pass/Fail
v	Quantity Surveyor / Measurement Engineer	Relevant degree/diploma and at least 3 years' experience in BoQ measurement, measurement books, valuation, progress certification support and completion accounts.	Pass/Fail

Evaluation Conclusion

Bidder:		
Mandatory criteria result:	PASS / FAIL	
Brief justification / material deficiencies:		
TEC Evaluators' names and signatures:		Date:



Annex C: Financial Quotation Form

Vendor Name		Currency of Quotation	
Date		RFQ Ref No.	

Improvement of Water Supply Scheme including Drilling & Development of Tube Well and Repair & Renovation of Pump House of Ali Madad Jattak Tube Well Ghousabad, Quetta Baluchistan, Pakistan				
ABSTRACT OF COST				
S.NO	DESCRIPTIONS	No's	BOQ Amount (Rs)	Total Amount (Rs)
1	Drilling and Development of 1 No of Tube Well (1020 Feet)	1		
2	Repair and Renovation of Pump House (10' X 12')	1		
SUB-TOTAL (1+2)				
3	Provisional Sum Item (PSI): This item is designated as a Provisional Sum in accordance with the Conditions of Contract, to cover works that cannot be fully quantified or defined at the time of site assessment due to uncertain site conditions. The Contractor shall include an amount equivalent to 2% of the total cost of Item No. 1 to 2 and, to be utilized as directed by the Engineer. Provisional Sum Item (PSI)			
TOTAL COST				

Sign and Stamp

No. 1 Drilling and Development of Tube Well (1020 RFT) al Ali Madad Jattak Tube Well, Ghousabad, Quetta						
Sr #	Ref Item CSR 2026 (Baluchistan)	Description of Work	Total Quantity	Unit	Rate (Rs)	Total Amount (Rs)
A		BORE HOLE (Depth: 1020 ft)				
1	NSI	Mobilization of plant, equipment and camping arrangements etc. & demobilization after completion.	1	Job		
2	27-2-B	Drilling of bore for tubewell including reaming of bore hole by Rotary Rig in shingle, gravel and boulder from ground Level up to 1400ft depth including sinking and withdrawing casing pipe & disposal of excavated material within 100ft (30m) 10" to 24" inner dia (18"-22" Dia)	520.00	R.ft		
	NSI	Drilling of bore for tube well including reaming of borehole by Rotary Rig in Hard Rock with Foam Drilling from ground Level upto 1400ft depth including sinking and withdrawing casing pipe & disposal of excavated material within 100ft (30m) 10" to 24" inner dia (18"-22" Dia)	500.00	R.ft		
3	27-62-1-i-3	Supplying MS strainer for tubewell bore hole of the nominal inner diameter. 10" MS Strainer 250 mm Dia (4mm Thickness)	160.00	R.ft		
4	27-62-2-i-3	Supplying M.S. blind pipe of the nominal inner diameter. 10" MS Blind Pipe 250 mm Dia (4mm Thickness) (For Material only)	840.00	R.ft		
	27-63-i	Installing MS strainer and MS Blind Pipe of the nominal inner diameter. (Labor Cost only) 10" MS Strainer and Blind Pipes 250 mm Dia	1020.00	R.ft		
5	27-12-i	Providing and installing M.S. bail plug in tubewell borehole 1.5ft. (50cm) long and of the nominal inner diameter. 10" (250 mm) dia	1.00	No		
6	27-21	Shrouding with graded pea gravel 3/8" to 1/8"(10mm to 3mm) around tubewell bore hole.	2094.32	Cu.ft		
	27-20-a	Testing and development of tubewell of size 6"(150mm) inner dia. and above continuously Upto 1.5 cusecs (0.0425 cumec) discharge	1	Job		
7	27-10-a	Collection and submission at approved water testing laboratory of two water samples in bottles from each bore hole for testing	2	Per Set		
8	27-10-C	Logging of bore from Certified Geologist including the design of Bore and strata chart with water sample test report complete in all respect.	1	Job		
	27-20-c	Cleaning of Borehole/D&T through Compressor minum 360psi OR 25 Bars Capacity.	12	Hour		

9	27-20-d	Drawdown /yield test through Submersible Pump including the cost of material and Labor Charges.	20	Hour		
10	NSI	Supply of completed tool kit for tube well operator i.e. (Tools Bag-Canvas Bag, 18x18x11 x7 and 1", 2 Handles with Pana flex Logos, GI pipe thread Die-Dia for 0.5" to 2" dia pipe with chaser, Pipe Wrench-Size 12", Pipe Wrench-Size 14",Screw Wrench -Size 10", Pipe vise with stand -0.5" GI Pipe Made, Hammer1.5Kg with wooden handle, Saw for cutting of GI Pipe-Standard, Pliers Steel, plastic coated handles-Size 6" , Pliers Steel, plastic coated handles-Size 8", Iron Chisel-Standard)	1	LS		
		Sub-Total (No.1)			Rs.	

No. 2= Repair & Renovation of Pump House of Ali Madad Jattak Tube Well, Ghousabad, Quetta						
Item	Baluchistan CSR 2026	Description of Work	Unit	Qty	Rate	Total Amount (Rs)
1	14-68-B	2" (50mm) nominal thick P.C.C. roof screeding Providing and laying 1:2:4 P.C.C roof screeding using crushed stone 3/4" (19mm) including formwork, consolidation, finishing and curing.	S.Ft	239.25		
2	15-1-ii	PLASTER ON CEILING Cement plaster using Coarse Sand on soffits of ceiling, cantilever slabs, sides and soffits of beams, in basement and ground floor including making edges, corners and curing. 1 : 3 1/2 inch (13mm) thick cement sand plaster	S.Ft	239.25		
3	15-44-C	PLASTER IN PATCHES ON WALLS Plastering in patches in cement sand mortar 1:4 including curing and scraping old, damaged portions in regular shape and removal of rubbish from the site in ground floor curing. 3/4 inch (19 mm) thick plastering	S.Ft	150.00		
4	14-2 /a-iii	P.C.C 1:2:4 FLOORING 3" (75 MM) Providing and laying 1:2:4 cement concrete floor using crushed aggregate 3/4" (19mm) and down gauge in ground floor laid in panels including Formwork, consolidation, finishing and curing.	S.Ft	120.00		
5	NO.17-7-1	PAINT ON STEEL / IRON DOORS & WINDOWS Painting with ICI/Berger or equivalent super gloss synthetic enamel paint in two or more coats as per manufacturer's instructions on steel and iron work over and including the cost of priming coat, surface preparation, removing rust, scale sand dust with wire brush in ground floor or basement. (@ at least 1.25Litre per 10 Sq.m)	S.Ft	81.00		
6	17-33-B	PAINT ON CEILING & WALLS (02 COATS) Painting old surface in ground floor or basement with ICI/Berger or equivalent plastic emulsion paint as per manufacturer's instructions on plastered, rendered and concrete surface including cleaning and sand papering the surface.	S.Ft	701.25		
7	17-61-B	WEATHER RESISTANT PAINT ON WALLS Applying weather resistant paint coating such as ICI/Berger or equivalent paint of approved shade on old surface of walls and ceiling including dusting, sand papering and cleaning, scaffolding and removal of debris. Two coats (@ at least 2.25 Liter per 10 Sq.m)	S.Ft	575.00		
8	30-1-a	ELECTRICAL WIRING: Light circuit concealed /open wiring with length upto 75ft. (25m) from distribution board to point/switch with 3x2.5Sq.mm PVC insulated single core copper conductor Pakistan Cables, Pioneer, Newage or approved equivalent cables for offices / multi storied buildings.	Point	2.00		

		Concealed wiring with 3/4" (20mm) dia. PVC conduit and accessories such as bends, elbows, junction boxes etc.				
9	30-17	LIGHT CONTROL SWITCHES Supply and install 5Amp, 250 Volt molded, one-way, single pole, flush mounting piano type light control switch along with fan dimmers On appropriate size plastic box to be fixed recessed in wall along with switch box and plate suitable for upto 3 switches on a common board.	No.	2.00		
10	28-21	WINDOWS: Providing and fixing hot dipped galvanized fully glazed double leaf hung steel windows and ventilators of approved section with Z-section 1.25" (32mm) width at each edge including using approved brass sections oxidized fitting, iron lugs, cutting holes and making good the damages to walls.	S.Ft	16.00		
11	NSI	DOUBLE-SIDED ROAD SIGN BOARD / VISIBILITY BOARD ON POSTS (4X3 FT) Providing, supplying and fixing road sign boards for visibility as approved by the Engineer, fabricated from steel sheet with high-intensity reflective paint or sheeting applied on both sides, having a superficial area of 1.125 sq.m, mounted on two steel posts with a minimum clear height of 4–5 feet above finished ground level, the posts being firmly embedded or fixed in concrete foundation, including excavation, concrete, backfilling, fasteners, primer and finishing coats, alignment, installation, and all labour, materials, transportation, tools and incidental works complete in all respects as per specifications and to the satisfaction of the Engineer.	Each	1.00		
12	NSI	WALL-MOUNTED REFLECTIVE BOARD (2x2 FT) Providing, supplying and fixing wall-mounted visibility board of size 2 ft x 2 ft, fabricated from stainless steel sheet with high-intensity reflective paint on the exposed face, including approved lettering, surface preparation, fixing to wall with stainless steel fasteners/anchors, proper alignment, and all materials, labour, transportation, tools, installation charges and incidental works complete in all respects as approved by the Engineer.	Each	1.00		
	Sub-Total (2)					

Sign and stamp

**GENERAL CONDITIONS OF CONTRACT****CONTRACTS FOR THE PROVISION OF GOODS AND SERVICES**

1. ☐ **LEGAL STATUS OF THE PARTIES:** The United Nations and the Contractor shall also each be referred to as a “Party” hereunder, and:

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

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

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

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

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

2.3 ☐ At the option of and in the sole discretion of the United Nations:

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

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

2.3.3 ☐ in cases in which, pursuant to Article 2.3.1 or 2.3.2, above, the United Nations has reviewed the qualifications of such Contractor’s personnel, the United Nations may reasonably refuse to accept any such personnel.

2.4 ☐ Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

2.4.1 ☐ The United Nations may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.

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



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

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

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

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

2.5□Nothing in Articles 2.2, 2.3 and 2.4, above, shall be construed to create any obligations on the part of the United Nations with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

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

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

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

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

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

3.□ ASSIGNMENT:

3.1□Except as provided in Article 3.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UN. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on the United Nations. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of the UN. Any such unauthorized delegation, or attempt to do so, shall not be binding on the United Nations.

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

5.5.5 The goods are new and unused;

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

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

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

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

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

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

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

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

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



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

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

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

6.□ **INDEMNIFICATION:**

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

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

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

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

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

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

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

6.4□ The United Nations shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the



privileges and immunities of the United Nations or any matter relating thereto, for which only the United Nations itself is authorized to assert and maintain. The United Nations shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

6.5 ☐ In the event the use by the United Nations of any goods, property or services provided or licensed to the United Nations by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

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

6.5.2 ☐ replace or modify the goods or services provided to the United Nations, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,

6.5.3 ☐ refund to the United Nations the full price paid by the United Nations for the right to have or use such goods, property or services, or part thereof.

7. ☐ **INSURANCE AND LIABILITY:**

7.1 ☐ The Contractor shall pay the United Nations promptly for all loss, destruction, or damage to the property of the United Nations caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

7.2 ☐ Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

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

7.2.2 ☐ workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

7.2.3 ☐ liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

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

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

7.4 ☐ The Contractor acknowledges and agrees that the United Nations accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

7.5 ☐ Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by the United Nations, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

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



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

7.5.3□provide that the United Nations shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

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

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

7.7□Except for any self-insurance program maintained by the Contractor and approved by the United Nations for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to the United Nations. Prior to the commencement of any obligations under the Contract, the Contractor shall provide the United Nations with evidence, in the form of certificate of insurance or such other form as the United Nations may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. The United Nations reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 7.5.3, above, the Contractor shall promptly notify the United Nations concerning any cancellation or material change of insurance coverage required under the Contract.

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

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

9.□ **EQUIPMENT FURNISHED BY THE UNITED NATIONS TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by the United Nations to the Contractor for the performance of any obligations under the Contract shall rest with the United Nations, and any such equipment shall be returned to the United Nations at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to the United Nations, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate the United Nations for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

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

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

10.2□To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the United Nations does not and shall not claim any ownership interest thereto, and the Contractor grants to the United Nations a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

10.3□At the request of the United Nations, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the United Nations in compliance with the requirements of the applicable law and of the Contract.



10.4□ Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the United Nations, shall be made available for use or inspection by the United Nations at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to United Nations authorized officials on completion of work under the Contract.

11.□ **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the United Nations, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations, or any abbreviation of the name of the United Nations in connection with its business or otherwise without the written permission the United Nations.

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

12.1□ The Recipient shall:

12.1.1□ use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,

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

12.2□ Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 12, the Recipient may disclose Information to:

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

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

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

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

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

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

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

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

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

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

- 13.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- 13.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, the United Nations shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 14, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, the United Nations shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.
- 13.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which the United Nations is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

14. TERMINATION:

- 14.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 17 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.
- 14.2 The United Nations may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of the United Nations applicable to the performance of the Contract or the funding of the United Nations applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, the United Nations may terminate the Contract without having to provide any justification therefor.
- 14.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by the United Nations, the Contractor shall, except as may be directed by the United Nations in the notice of termination or otherwise in writing:
- 14.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;
 - 14.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
 - 14.3.3 place no further subcontracts or orders for materials, services, or facilities, except as the United Nations and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;
 - 14.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;



- 14.3.5□ transfer title and deliver to the United Nations the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;
- 14.3.6□ deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the United Nations thereunder;
- 14.3.7□ complete performance of the work not terminated; *and*,
- 14.3.8□ take any other action that may be necessary, or that the United Nations may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which the United Nations has or may be reasonably expected to acquire an interest.

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

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

- 14.5.1□ the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
- 14.5.2□ the Contractor is granted a moratorium or a stay, or is declared insolvent;
- 14.5.3□ the Contractor makes an assignment for the benefit of one or more of its creditors;
- 14.5.4□ a Receiver is appointed on account of the insolvency of the Contractor;
- 14.5.5□ the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,
- 14.5.6□ the United Nations reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

14.6□ Except as prohibited by law, the Contractor shall be bound to compensate the United Nations for all damages and costs, including, but not limited to, all costs incurred by the United Nations in any legal or non-legal proceedings, as a result of any of the events specified in Article 14.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform the United Nations of the occurrence of any of the events specified in Article 14.5, above, and shall provide the United Nations with any information pertinent thereto.

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

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

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

17.□ **SETTLEMENT OF DISPUTES:**

17.1□ **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the



Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.

17.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 17.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

19. **TAX EXEMPTION:**

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

19.2 **The Contractor authorizes the United Nations to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with the United Nations before the payment thereof and the United Nations has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide the United Nations with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and the United Nations shall reimburse the Contractor for any such taxes, duties, or charges so authorized by the United Nations and paid by the Contractor under written protest.**

20. **MODIFICATIONS:**

20.1 **Pursuant to the Financial Regulations and Rules of the United Nations, only the Chief of the United Nations Procurement Division, or such other Contracting authority as the United Nations has made known to the Contractor in writing, possesses the authority to agree on behalf of the United Nations to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against the United Nations unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief of the United Nations Procurement Division or such other contracting authority.**

20.2 **If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 20.1, above.**



20.3□The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against the United Nations nor in any way shall constitute an agreement by the United Nations thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 20.1, above.

21.□AUDITS AND INVESTIGATIONS:

21.1□Each invoice paid by the United Nations shall be subject to a post-payment audit by auditors, whether internal or external, of the United Nations or by other authorized and qualified agents of the United Nations at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The United Nations shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the United Nations other than in accordance with the terms and conditions of the Contract.

21.2□The United Nations may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

21.3□The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to the United Nations access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by the United Nations hereunder.

22.□LIMITATION ON ACTIONS:

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

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

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

24. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to the United Nations in connection with the performance of its obligations under the Contract. Should any authority external to the United Nations seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify the United Nations and provide all reasonable assistance required by the United Nations. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the United Nations.

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



26. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to the United Nations, as such obligations are set forth in the United Nations vendor registration procedures.
27. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
28. **MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.
29. **SEXUAL EXPLOITATION:**
- 29.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.
- 29.2 The United Nations shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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