



UNITED NATIONS OFFICE AT NAIROBI

مكتب الأمم المتحدة في نيروبي • 联合国内罗毕办事处 • OFFICE DES NATIONS UNIES A NAIROBI
ОТДЕЛЕНИЕ ОРГАНИЗАЦИИ ОБЪЕДИНЕННЫХ НАЦИЙ В НАЙРОБИ • OFICINA DE LAS NACIONES UNIDAS EN NAIROBI

Procurement Travel & Shipping Section (PTSS)

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Emails: josie.villamin@unon.org / felix.nartey@unon.org / jainaba.camara.unon.org

To: All Invitees (*Via Email*)
Date: 19 May 2008
Subject: Request for Proposals (RFP/08/0024/ss)

Dear Sir/Madam,

1. The United Nations Office at Nairobi (UNON) (hereinafter referred to as "UNON") on behalf of a UNEP office in Japan hereby solicits your proposal for the supply, installation and commissioning of Waste Management Systems for "Demonstrating Environmentally Sound Technologies (ESTs) for Building Waste Reduction in Indonesia" (DEBRI) as the attached scope of requirements/services (*Annex C*).
2. The Supplier shall be required to:
 - a) Deliver the equipment - DDU, Indonesian Cleansing Department (DKP), Banda Aceh, Gampong Java, Indonesia.
 - b) Unpack, install and commission the equipment the storage site in Banda Aceh.
 - c) Provide instructions and demonstration on the operation of the equipment to designated DKP officials.
3. Attached please find the Request for Proposals (RFP) which consists of:
 - This Letter of Invitation/ Instructions to Bidders
 - Annex A - Acknowledgment Letter
 - Annex B - Requirements for Qualification
 - Annex C - The Statement of Works / Specifications
 - Annex D - Draft Contract (*if required*)
 - Annex E - UN General Conditions for Contracts
 - Annex F - UNON Supplier Sustainable Procurement Guidelines
 - Annex G - UN Global Compact
4. Please note that this document is an RFP and not an Invitation to Bid. This document and its attachments constitute the RFP and it will be the means by which UNON will determine the qualifying Contractor(s). All responses will be used only for the purpose of identifying the best qualified Contractor(s) and will be maintained with confidentiality. All proposals received shall be considered the property of UNON and will not be returned.
5. You are kindly requested to return the attached Acknowledgment Letter *Annex A* duly signed by an authorized representative advising whether or not your firm/company intends to submit a proposal.

Yours sincerely,

Felix Nartey, Officer-in-Charge
Procurement, Travel and Shipping Section
UNON

Instructions to Bidders

1. The word “firm” in the context of this RFP refers to any organization’s legal status, whether it is a sole proprietorship, a company, a partnership, a joint venture, or any other form of legal association. The word “Contractor(s)” means the party or parties with which UNON may eventually enter into a contract(s) for the provision of the above-mentioned goods or services.
2. This RFP does not commit UNON to award a contract or to pay any costs incurred in the preparation or submission of proposals, or in making necessary studies for the preparation thereof, or to procure or contract for services or supplies.
3. UNON reserves the right to reject any or all proposals received in response to this RFP and to negotiate with any of the proposers or other firms in any manner deemed to be in the best interest of UNON. **If the proposal is submitted on an “all or none” basis, bidders should clearly state so in Annex A.**
4. This RFP contains no contractual offer of any kind. Any proposal submitted will be regarded as an offer by the proposer and not as an acceptance by the proposer of any offer by UNON.
5. The Financial Regulations and Rules of the United Nations preclude advance payments or payments by Letters of Credit. Where prevailing commercial practice does not provide for advance payment, provisions for advance payments or payments by Letters of Credit in a proposal will be prejudicial to its evaluation by UNON. The normal terms of payment of the UN are 30 days (or similar discounted payment terms if offered by proposer), upon satisfactory delivery of products or completion of services and acceptance thereof by the United Nations. Proposers must, clearly specify in their proposal the payment terms being offered.
6. Proposals must be submitted in the English language in **THREE (3) COPIES**. Each copy shall be placed in a **sealed outer envelope (indicating the RFP no)**, containing two **sealed inner envelopes** - one envelope marked **Technical Proposal** and the other envelope **Financial Proposal** with contents as follows:
 1. **Technical Proposal**. This shall comprise the following:
 - a. **A one page cover letter**, signed by an individual authorized to bind the firm affirming *inter alia* i) that all information regarding policies, staff, qualifications, equipment, and capacity are current, complete and accurate ii) that if selected, will comply with all applicable provisions of **Annex E**, and indicating iii) whether or not it is a party to any pending or current litigation, which might adversely affect its performance on this project.
 - b. **The Qualification Document** as described in **Annex B**, “Requirements for Qualification” which provides information establishing compliance with the minimum threshold requirements for this project. This information must be submitted as part of the RFP response, but in a separate envelope marked “*Qualification Document*”. The Qualification Document must be divided and labeled with the same headings as set forth in **Annex B**.
 - c. **The Technical Proposal Proper**: This must contain relevant information about the goods/services that will be provided by the Contractor ie. how it proposes to perform the works or meet the needs specified in **Annex C** without **providing any financial information**. Bidders are advised to format their proposal with chapters corresponding to the evaluation criteria.
 2. **The Financial Proposal**.
This must contain financial information about the services that will be provided by the Contractor. The firm must state its contract price, discounts, if any, and payment terms.
7. It shall be the responsibility of respondent to ensure that proposals are fully in compliance with all applicable laws, enactments, rules and regulations of any relevant governmental or regulatory body.
8. Proposals must be delivered ***either by hand or by courier*** in **two individually sealed envelopes with one marked Technical Proposal and the other Financial Proposal** and should be addressed as follows:

Sealed proposal No: RFP 08-0024/ss
[Re-tender for the Supply, installation and commissioning of a Waste Management System]
Attn: Chief, PTSS/SSS, Room W-243
United Nations Office at Nairobi (UNON)
Gigiri, P.O. Box 67578-00200
Nairobi – KENYA
(Attention: Bid Opening Official ***Deadline: 01 July 2008***)

9. All offers must be typed and submitted in triplicate. Handwritten bids will be rejected. Inclusion of financial bids with technical bids in the same envelope may also result in disqualification of a proposal.

10. It is the exclusive responsibility of respondents to ensure that their proposals reach the above address before the deadline. Delivery to any other UNON office location will not constitute timely delivery. ***Any proposal received after the closing time and date specified above will not be considered.***

11. The public opening of proposals is scheduled as follows:

Closing	-	01 July 2008 at 10:00 hours, Nairobi time
Opening	-	01 July 2008 at 10:30 hours
Venue	-	Room W-218, UNON HQ, UN Avenue, Gigiri, Nairobi, Kenya

12. Firms may send one representative with proper authorization to observe the opening. The purpose of public opening is to record the proposals received. No price will be announced at the public opening.

13. Submission of Proposals: Proposals may be submitted by email to: cps.registration@unon.org. Please note that this email address is dedicated only to receiving proposals. Proposals may also be sent by fax, **only** to +254-20-762-3211/ 4198 provided that any such fax indicates in bold letters: **1) the proposal no. 2) submission deadline and 3) a statement that “this fax is of a commercial/ confidential nature to be placed in a sealed envelope for the sole attention of the Bid Opening Official / PTSS Rm.W-243”.**

14. Evaluation Criteria: Proposals will be evaluated in accordance with the UN Financial Regulations and Rules, established procedures of the UN and the evaluation the criteria shown below:

Technical

- a) Background, Nature and History of the Contractor
- b) Previous Experience of the Contractor and references of similar contracts undertaken in the past.
- c) Capacity/Adequacy of equipment, Assets and other facilities
- d) Quality of Personnel (e.g. Management Experience, Detailed number and breakdown of personnel, which shall be assigned to the Contract, together with documentary evidence of qualifications, experience, formal training/education, functional title, etc.)
- e) Suitability and quality of the proposed solutions
- f) Availability and Quality of after sales services and support.
- g) Awareness of personnel and environmental safety.
- h) Quality and depth of Instruction Programme Agenda

Financial

- a) Contract Price (itemized), including any discounts offered

15. Proposals shall remain valid and open for acceptance for a period of at least **ninety (90)** days from the RFP closing date. Proposers should indicate that their proposals will remain valid for this period. Following the selection of a Contractor(s) and the signing of the contract(s), Respondents will be notified of the results. ***Decisions of UNON are final and not subject to appeal.***

16. If a respondent has a question, it should be addressed in writing and sent to:

The Chief, PTSS/SSS (RFP 08-0024/ss)
Block W, Room 243, UNON
PO Box 67578-00200, Nairobi, KENYA
Fax: 254 20 762 3211/ 4198
Emails: felix.nartey@unon.org/ or sanjita.sehmi@unon.org

Responses to questions raised will be circulated to all invited bidders.

17. Other than this official means of communication, UNON staff are prohibited from communicating about this procurement with any Respondent or external party during the course of this procurement. Respondents are not to call or attempt to communicate in any other way with UNON or its staff regarding this procurement. *Any violation of this instruction may adversely affect a firm's prospects of selection.*

18. Proposals may be modified or withdrawn in writing, prior to the bid opening. *Bids may not be modified or withdrawn after this time.* In case of error in the totaling prices, unit prices will govern. *If a bid is withdrawn after the bid opening, the vendor may be suspended from UNON's roster.*

19. Collusive Bidding and other Anti-competitive Conduct: Proposers and their employees, officers, advisers, agents or sub-contractors must not engage in any collusive bidding or other anti-competitive conduct, or any other similar conduct in respect of this RFP or procurement process. 'Collusive bidding', 'other anti-competitive conduct', or 'any other similar conduct' may include, *inter alia*, any attempt to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

20. Improper Assistance: Proposals that, in the sole opinion of the UN, have been compiled i) with the assistance of current or former employees or Contractors of UN, in violation of confidentiality obligations, or by using information not otherwise available to the general public or which would provide a non-competitive benefit shall also be excluded from further consideration.

ANNEX A

ACKNOWLEDGEMENT LETTER - RFP NO. 08/0024/SS

Please confirm your intention to participate by completing and returning the acknowledgement below by fax to UNON on + 254 20 762 3211/ 4198

a) Submission of Proposal:

We the undersigned acknowledge receipt of your Request for Proposals (RFP) No. *08/0024/ss* for the *supply, installation and commissioning of a Waste Management Equipment* and hereby confirm that:

We intend

We do not intend*

to submit an offer to the United Nations Office at Nairobi by *01st July 2008 at 10:00 Hours.*

** If you do not intend to submit a proposal please provide brief feedback why in the space provided below:*

b) Participation at Public Opening:

We intend

We do not intend

to attend the Public Opening on *01st July 2008 at 10:30 Hours.*

We also note the terms and conditions of the request and will abide by them when preparing our proposal.

c) Company's Particulars:

Company Name & Address: _____

Name of Authorized Representative: _____

Signature: _____

Title: _____

Date: _____

Telephone Number: _____

Facsimile Number: _____

Email Address: _____

ANNEX B:

REQUIREMENTS FOR QUALIFICATION

The proposal must meet the following minimum threshold requirements before it will be evaluated by the Selection Committee. If these threshold requirements are not met the proposal will not be considered.

- B.1. **Company Profile:** The firm must submit a brief company history, the legal name under which it conducts business, the name of its Chief Executive Officer, its mailing address, telephone numbers, fax numbers and its email address. In addition, the firm must describe the locations/addresses of all its offices. It shall also indicate whether the firm is a Sole Proprietorship, a Company, Partnership, Joint Venture, or any other form of legal association.
- B.1.1. If the firm is a partnership, joint partnership, or any other form of legal association, provide information about the country and date of partnership and a list of all partners.
- B.1.2. If the firm is a subsidiary of another organization, information about the parent organization e.g. legal name under which it operates, name of its Chief Executive, contact details, as well as information about the legal relationship between the firm and the parent organization.
- B.2. **Registration Documents:** The firm must provide copies of the legal documents verifying its legal entity and status, including the country and date of incorporation.
- B.3. **Age of the Firm:** The firm must provide evidence that it has been operating for a minimum of *Five years* immediately prior to *1 March 2008*. In the case of a joint venture or partnership or any other form of legal association, any one of the entities may qualify the firm by its having operated for a minimum of *Five years immediately prior to 1 March 2008*.
- B.4. **Financial Statements:** In order to ensure capacity to perform over the period of the contract, the firm must provide evidence of financial stability by submitting a copy of the firm's complete and audited Statement of Accounts for its most recent financial fiscal year.
- B.5. **Past Performance:** The firm must describe past performance on similar public and/or private agency contracts, including past performance on similar works for the UN.
- B.6. **References:** In order to verify satisfactory past performance, the proposal should also include three references from major public or private agency clients for whom the firm has provided services within the past five years with the name, title, address of the owner or manager with whom the firm worked. These references may not include corporate clients who are relatives of the respondent..
- B.7. **Performance Bond:** A firm must make a statement confirming that if selected, it will furnish UNON with a Performance Bond if requested in the RFP.
- B.8. **Liquidated Damages:** A firm must make a statement confirming that if awarded a contract, it may be liable for liquidated damages if provided for in this RFP or the contract..

ANNEX C

THE STATEMENT OF WORKS / SPECIFICATIONS

DESCRIPTION OF SERVICES

C. 1 Technical specifications of the Waste Management Equipment:

The Contractor shall be required to supply, the following waste management equipment:

1. Mobile solid waste crushing machine
2. Mobile solid waste sorting machine
3. Mobile waste shredding
4. Mobile windrow turner

Required Specifications of the 4 types of Machines are listed below:

Machine 1: A Mobile Solid Waste Crushing Machine:	
Purpose of the Equipment:	The Equipment is used for the basic purpose of size reduction of solid wastes derived from construction and demolition activities. It is used to reduce sizes of solid wastes
Types of Wastes Handled:	The equipment should be able to handle solid wastes generated from construction and demolition activities, such as concrete (including concrete blocks), stone (marble, granite, rock etc.), brick and other such solid wastes.
Components of the Equipment	The Equipment shall be mobile, self-propelled or truck-towed, enabling it to be used in different locations in Banda Aceh, depending on where solid waste crushing is needed. The equipment shall consist of the following components – <ul style="list-style-type: none">• Hopper• Diesel-operated Jaw crushers• Discharge conveyor
Capacity of the Equipment:	<ul style="list-style-type: none">• Hopper size: Less than 5 m³ size• Jaw crushers:<ol style="list-style-type: none">a. operating crusher speed: More than 200 rpmb. Crushed output size: Maximum 6 cm.c. Operating capacity: More than 15 tons per hour
Energy Requirements:	Diesel fuel powering a built-in engine

Machine 2: A Mobile Waste Sorting Machine:	
Purpose of the Equipment:	The Equipment is used for the basic purpose of sorting of solid wastes derived from construction and demolition activities. It is used to sort solid wastes into different sizes to be used for different purposes
Types of Wastes Handled:	The equipment should be able to handle mixed solid wastes generated from construction and demolition activities, such as concrete (including concrete blocks), stone (marble, granite, rock etc.), brick and other such solid wastes.
Components of the Equipment	The Equipment shall be mobile, self-propelled or truck-towed, enabling it to be used in different locations in Banda Aceh, depending on where solid waste sorting is needed. The equipment shall consist of the following components – <ul style="list-style-type: none"> • Feed Hopper • Belt conveyor
Capacity of the Equipment:	<p>FEED HOPPER</p> <ul style="list-style-type: none"> • Hopper size: Less than 5 m³ size • Feeding Belt conveyor: Corrugated 2-ply rubber, <p>BELT CONVEYOR</p> <ul style="list-style-type: none"> • Sorting Belt conveyor: 3-ply rubber, with variable speeds upto 200m/hr. • Pulleys more than 20cm diameter • Total handling capacity: more than 5 tons/hours
Energy Requirements:	Diesel fuel powering a built-in engine

Machine 3: A Mobile Waste Shredding Machine:	
Purpose of the Equipment:	The Equipment is used for the basic purpose of shredding organic wastes - wood, vegetative and plant wastes - derived from construction and demolition activities. It is used to shred wastes to enable composting and mulching of the organic wastes. Depending on wastes fed to the machine, the shredded output should also be able to be used as a fuel in furnaces, briquette manufacture or to prepare biogas
Types of Wastes Handled:	The equipment should be able to handle organic wastes such as wood, vegetation and plant materials generated from construction and demolition sites
Components of the Equipment	The Equipment shall be mobile, self-propelled or truck-towed, enabling it to be used in different locations in Banda Aceh, depending on where solid waste shredding is needed. The equipment shall consist of the following components – <ul style="list-style-type: none"> (a) Hopper (b) Diesel-operated cutters
Capacity of the Equipment:	<ul style="list-style-type: none"> (b) Hopper size: 5 m³ size or more (c) Waste cutters: <ul style="list-style-type: none"> a. Shredder output size: Variable/adjustable size, minimum 1 cm b. Shredder screens: Three screens of varying sizes c. Shredding speed: varying speeds d. Shredding capacity: More than 100 cu.m per hour
Energy Requirements:	Electricity powering a built-in engine

Machine 4: A Mobile Windrow Turner Machine:	
Purpose of the Equipment:	The Equipment is used for the basic purpose of turning organic wastes to aerate and oxidize it, in order to speed-up the composting process
Types of Wastes Handled:	The equipment should be able to handle organic wastes prepared (shredded and sorted) for composting. These wastes are generated from construction and demolition sites, and includes plant and vegetative materials.
Components of the Equipment	The Equipment shall be mobile, self-propelled or truck-towed, enabling it to be used in different locations in Banda Aceh, depending on where compost turning is needed. The equipment shall consist of the following components – Frame-mounted cylinder/mixing drum
Capacity of the Equipment:	(d) Windrow dimensions: 2-3m width and 1m height (e) Handling capacities More than 200 cu.m./hour (f) Working depth in heap: More than 400mm (g) Cylinders/mixing drums: 2 pieces auger-type running at more than 80 rpm. Cylinder heights adjustable
Energy Requirements:	Diesel fuel powering a built-in engine (80-100 hp))

C. 2 Spare parts and Warranty Issues:

The Contractor shall ensure that:

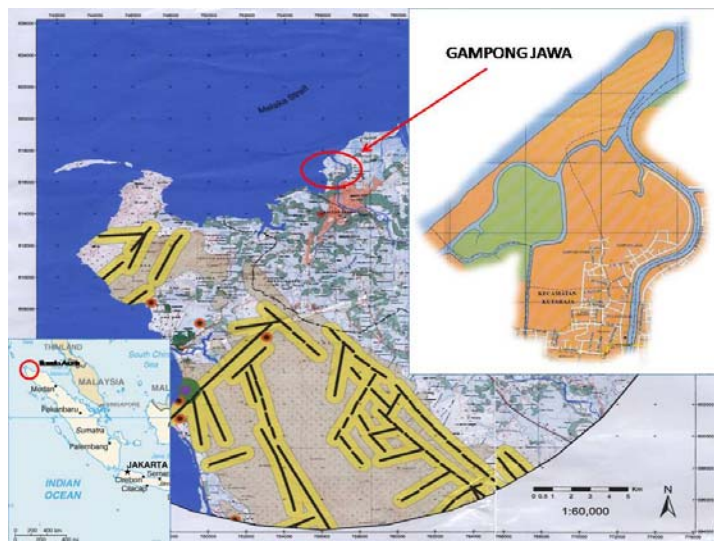
- a) the Waste Management Equipment in good condition and equipped with all the accessories necessary for their functioning, ready for use, including all costs for labour, fuel, lubricants, consumables, electrical power, etc.
- b) there is adequate Supply of any spare parts that may be required later on
- c) the performance of the machines shall comply with the technical specifications defined in the project submitted with the tender.
- d) all equipment shall fulfill the functions assigned to it.
- e) the equipment shall function properly and efficiently.

C. 3 Delivery, Installation and Commissioning of the Waste Management Equipment:

The Contractor, will be required to deliver, install, commission the equipment as detailed below:

- (a) Delivery of equipment by sea via the Medan-Belawan port, in West Sumatra. The Banda Aceh Recovery and Reconstruction Agency (BRR), in cooperation with the Ministry of Environment and Ministry of Finance, will assist in preparing the necessary documentation for taxation, tariffs and customs clearance at the Medan-Belawan port.
- (b) Land transportation to Storage Site in Banda Aceh. The address of the Storage Site is:

Gampong Jawa Landfill
Banda Aceh, Indonesia



- (c) Unpacking, installation and commissioning of equipment in the Storage Site at Gampong Jawa Lanfill
- (d) Demonstrate and provide instruction to designated DKP Officials/staff members on the operation of the equipment. Sample solid wastes from the Gampong Jawa landfill will be provided by DKP for the demonstration of the equipment. The site of instruction will be the Gampong Jawa landfill site of Banda Aceh city, administered by DKP (Cleansing Department).
- (e) Handover and closure of equipment.

C.4 Financial Offer:

- a) The Contractor is required to provide a detailed breakdown of costs for providing the above-mentioned Waste Management Equipment and Services.
- b) The Contractor can submit a tender for any one of the machines (1 - 4) as specified in Annex C, provided that the cost of part C2 & C3 of Annex C is included as part the offer for each machine.
- c) Please note that the pricing should be in a sealed envelope separate from the Technical Proposal.

ANNEX D

Copy of Sample United Nations Contract
(If Required)

ANNEX E

UNITED NATIONS GENERAL CONDITIONS OF CONTRACT

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

airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name the United Nations as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the United Nations;

8.4.3 Provide that the United Nations shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the United Nations with satisfactory evidence of the insurance required under this Article.

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATION: The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with the United Nations, nor shall the

Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations, or any abbreviation of the name of the United Nations in connection with its business or otherwise.

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

13.1The recipient (“Recipient”) of such information shall:

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

13.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

13.2Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser’s prior written consent; and,

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

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

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

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

13.3The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the United Nations sufficient prior notice of a request for the disclosure of Information in order to allow the United Nations to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

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

13.5The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the United Nations, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations

and meet its responsibilities under this Contract. The Contractor shall also notify the United Nations of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the United Nations shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the United Nations shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the United Nations is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure* under the Contract.

15.0 TERMINATION

15.1Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2The United Nations may terminate forthwith this Contract at any time should the mandate or the funding of the Mission/Agency be curtailed or terminated, in which case the Contractor shall be reimbursed by the United Nations for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3In the event of any termination by the United Nations under this Article, no payment shall be due from the United Nations to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the United Nations may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UN of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 19.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property,

whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

18.0 TAX EXEMPTION

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

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

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

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

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

Annex F:

UNON SUPPLIER SUSTAINABLE PROCUREMENT GUIDELINES

The sustainable procurement guidelines form part of the contractual conditions in all contracts signed between the United Nations Office at Nairobi (UNON) and companies providing goods and services, as part of the overall UNON effort towards sustainable procurement. The social aspect (issues such as poverty eradication, equity in the distribution of resources, labor conditions and human rights) is described separately in the “Fair Pack“. UNON expects its suppliers to work actively to improve the environment and pursue any initiatives that bring about that improvement.

It is UNON’s policy to purchase products and services by taking into account four main procurement principles: the best value for money (price, quality, availability, functionality, etc.); effective competition; fairness, integrity and transparency; and the interest of the UN. Other important factors considered in sustainable procurement are:

- Environmental aspects ("green procurement": the effects on the environment that the product and/or service has over its whole lifecycle, from cradle (production) to grave (elimination));
- The entire lifecycle of products.

The “UNON supplier sustainable procurement guidelines” is part of a UNON global effort called the “UNON – sustainable procurement policy” that is intended to act as a driver for reducing the environmental and social impact of all procurement decisions and maximizing the positive effects.

Before any contract is awarded, the contractors will be required to submit evidence of compliance with the “UNON supplier sustainable procurement guidelines”.

General Guidelines for Suppliers

The environmental aspects or “green procurement” and the lifecycle of product aspect or “sustainable principle” covers all, but is not limited to, the provisions stated below:

- In general, products that are harmful to the environment shall not be used in the provision of services or supply of goods. In particular, those products relating to pharmaceuticals and chemicals containing substances that are on the “*Consolidated List of Products Whose Consumption and/or Sale Have Been Banned, Withdrawn, Severely Restricted or not Approved by Governments*”, yearly updated and edited by the United Nations, shall not be considered at all;
- Energy sources that have minimal impact on global warming / greenhouse gases must be used;
- Materials should be easily recyclable using locally available facilities and have minimum impact on the release of greenhouse gases, ozone-depleting gases and on ecological balance, during production, use and disposal;
- Equipment that contains ozone-depleting substances (ODSs) that are controlled by the Montreal Protocol (eg. Methyl Bromide, Chlorofluorocarbon (CFC) gases and Persistent Organic Pollutants (POPs)) will not be considered at all.

More specific guidelines on the supply of goods and provision of services are indicated below.

(A) Supply of Goods

Furniture and wood products:

- Durable furniture with minimal impact on the environment (i.e. easy to reuse, recyclable) will be considered above all.
- In compliance with the 1986 Presidential Ban on the Exploitation of Indigenous Forests in Kenya, products made from any indigenous woods will not be considered, in particular: Mahogany, Camphor (*Ocotea usambarensis*), Cedar (*Juniperus procera*), Elgon Teak (*Olea capensis*), Wild Olive (*Olea europaea*), Meru Oak (*Vitex Keniensis*), Podo (*Podocarpus latifolius*) and East African Rosewood (*Hagenia abyssinica*).
- All wood used should be from plantation forests, such as Pine (*Pinus radiata*, *Pinus patula*) and Cypress (*Cupressus lusitanica*) and from on-farm forestry, such as Blue Gum (*Eucalyptus camaldulensis*, *E. salinga* and others), Grevillea (*Grevillea robusta*) and Neem (*Azadirachta indica*). Untreated wood is preferred because while beautiful, it is also recyclable.
- Purchase of new furniture will be considered only as older material becomes obsolete.

Paper and Paper Products:

- Paper products. Paper products must be chlorine free, recycled, (the term recycled paper means that the paper products contains at least 75% recycled paper in the product), and must be approved by recognized Environmental Standards bodies, such as the Associations of Paper Merchants.

Equipment:

- Durable equipment that has minimal impact on the environment (i.e. green batteries, energy efficient printers with double-sided printing facilities) and equipment that can be refilled, recharged or reused will be given priority. Equipment that has too long of a lifecycle (plastic bags, or those containing PVC, chlorine, heavy metal and ODSs) will not be purchased.

Other:

- Carpets should be manufactured from natural fibers, textiles should be free of hazardous fire preventive chemicals, etc.

(B) Provision of Services

Contractors engaged by UNON to provide services should ensure that harmful substances are not used.

- Chemicals, detergents and other cleaning materials: The contractor must provide a list of such chemicals to UNON specifying their chemical composition, which must be of non-toxic nature and environmentally friendly. Containers containing chemicals must be clearly labeled.
- Fertilizers and Pesticides: All fertilizers and pesticides used should be non-toxic, environmentally friendly and where possible, organic. Natural and organic fertilizers and pesticides should be used in preference to chemical alternatives. If a toxic chemical is still required to address a persistent problem, a low toxicity product should be selected.
- Fair trade products: Drinks (tea, coffee) and food should be registered fair trade products (eg. Max Havelaar, Fair-trade) produced in an environmentally friendly manufacturing process. Organic and locally or regionally sourced products should be given priority.

(C) Provision of Works

Lifecycle costs should be minimized through resource management. Land preservation, waste management, water conservation and energy efficiency should be considered at all times, and should take into account the following:

- Resource consumption (energy, water and materials) should be minimized, while not detracting from a comfortable and safe work environment;
- Fixtures and appliances must be designed with low-water use operation;
- Asbestos must not be used and guidelines for the removal of asbestos should be followed;

- Increased equipment and systems efficiency: efficient lighting, equipment and systems designs that are properly monitored, tuned / maintained;
- Emphasis on reduction of waste at source in facility planning, design, construction and operation.
- The creation of healthy environments by improving the indoor air, light, noise, temperature and humidity without major energy loss

Theme	Base sustainability	Additional sustainable innovations
Energy	Use building systems equipment and controls with the highest energy efficiency. Use all heat recovery technologies with minimum energy savings of 20% from the current levels.	Use viable renewable energy technologies to reduce environmental impact – such as the use of solar cells, fuel cells, etc. for water heating, exterior lighting, fountain operations, etc.
	Install and evaluate energy and water use monitoring and controls program to ensure that HVAC, lighting, etc. is used only for occupied spaces, and that no energy is wasted.	<p>Energy procurement – purchase percentage of electricity that is generated from Green Power Sources, such as solar cells, windmills, geothermal or hydro electrical plants, etc.</p> <p>Employ systems for natural cooling and ventilation</p> <p>Employ daylight dimming and occupancy sensors to control lighting loads.</p> <p>Install efficient elevators/escalators drives and controls, using variable voltage, variable frequency drives and anticipatory controls.</p> <p>Install variable frequency drives and power factor correction devices.</p>
<i>Water</i>	Limit storm water run-off.	Pervious paving and garden roofs, to further reduce storm water run-off.
	Reduce demand for potable water and generation of wastewater by use of low water consumption, plumbing fixtures and appliances.	Contain storm water and steam condensation in above or under-ground pond, for use in garden irrigation; limit or eliminate use of potable water for irrigation.
<i>Waste</i>	Construction waste management – maximize recycling and salvaging efforts during demolition and construction and avoid sending construction debris to landfills.	
	Provide safe exterior lighting minimizing light waste – no direct beam lighting leaves the building site.	Enhance windows glazing and replacement to insulated double wall curtain wall.
	Minimize or eliminate the use of ozone-depleting refrigerants in building heating, ventilation, and air-conditioning (HVAC) and fire safety equipment.	
	Maximize use of construction material with recycled content. In addition, use as much rapidly renewable materials as possible.	Employ desiccant dehumidification in selected areas.

<i>Other</i>	Improved indoor air quality and working environment by properly designed HVAC, lighting and interior finishes.	
	Measures for maintaining proper indoor air quality and comfort during construction.	Premium greening specification and green-labeled products and equipment procurement.
	Low odor, volatile organic compounds (VOC) and electro-magnetic field (EMF) emittance materials and environmentally friendly chemicals so as to ensure health and comfort of the installer and occupant.	

ANNEX G:

THE GLOBAL COMPACT

**Corporate Citizenship in the World Economy
Human Rights Labour Environment Anti-Corruption**

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

EXPRESSIONS OF SUPPORT

To participate in the Global Compact a company:

1. Sends a letter from the Chief Executive Officer (and where possible, endorsed by the board) to Secretary-General Kofi Annan expressing support for the Global Compact and its principles
Ban Ki-Moon
Secretary-General
United Nations
New York, NY 10017
2. Sets in motion changes to business operations so that the Global Compact and its principles become part of strategy, culture and day-to-day operations;
3. Is expected to publicly advocate the Global Compact and its principles via communications vehicles such as press releases, speeches etc.; and
4. Is expected to publish in its annual report (Or similar corporate report) a description of the ways in which it is supporting the Global Compact and its ten principles. This “Communication on Progress” is an important tool to demonstrate implementation through public accountability.

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

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

THE PRINCIPLES OF THE GLOBAL COMPACT

At the World Economic Forum, Davos, on 31 January 1999, UN Secretary-General Kofi A. Annan challenged world business leaders to "embrace and enact" the Global Compact, both in their individual corporate practices and by supporting appropriate public policies. The Global Compact's operational phase was launched at UN Headquarters in New York on 26 July 2000. During the first Global Compact Leaders Summit, held on 24 June 2004 at UN Headquarters in New York, the Secretary-General announced the addition of a tenth principle against corruption.

Human Rights

- Principle 1: The support and respect of the protection of international human rights;
- Principle 2: The refusal to participate or condone human rights abuses.

Labour

- Principle 3: The support of freedom of association and the recognition of the right to collective bargaining;
- Principle 4: The abolition of compulsory labour;
- Principle 5: The abolition of child labour;
- Principle 6: The elimination of discrimination in employment and occupation.

Environment

- Principle 7: The implementation of a precautionary and effective program to environmental issues;
- Principle 8: Initiatives that demonstrate environmental responsibility;
- Principle 9: The promotion of the diffusion of environmentally friendly technologies.

Anti-Corruption

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

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

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