

**PS REVISED VERSION OF REQUEST FOR PROPOSAL TERMS AND
CONDITIONS – 13 March 2006**

Annex B

Terms and Conditions to Submit a Proposal

Submission of Proposals

Proposals must be submitted in the English language on the Requirement specified in this Request for Proposal (“RFP”). Proposers must provide all requisite information under this RFP and clearly and concisely respond to all points set out in this RFP. Any Proposal which does not fully and comprehensively address this RFP may be rejected. However, unnecessarily elaborate brochures and other presentations beyond those sufficient to present complete and effective Proposals, are not encouraged.

Following submission of the Proposals and final evaluation, the United Nations (“UN”) will have the right to retain unsuccessful Proposals. It is the proposer's responsibility to identify any information of a confidential or proprietary nature contained in its Proposal, so that it may be handled accordingly.

Technical Specifications of Requirement

Proposers must adhere strictly to all requirements of this RFP. No changes, substitutions or other alterations to the technical specifications of the Requirement stipulated in this RFP document will be accepted unless approved in writing by the UN.

Performance Bond

Within 5 business days of the signature of contract, the successful contractor, unless expressly waived by the UN, shall at its own cost and expense, furnish to the UN a Performance Bond in the form attached as Annex F, or a similar guarantee, such as a letter of credit, acceptable to the UN in a sum equal to [___%]___ percent of the total contract price. The Performance Bond shall be valid for the entire period of the contract and for at least 90 days after the expiration date of the contract.

Liquidated Damages

The Contract or Purchase Order concluded with the only successful contractor will provide that if the successful contractor fails to supply the specified goods/services within the lead time stipulated by his or her Proposal, or within a period specified by a Purchase Order or a Contract, the UN shall, without prejudice to its other remedies under the Purchase Order or Contract, deduct from the Purchase Order or Contract price, as liquidated damages, a sum equivalent to point five percent (0.5%) per week of delay calculated on the value of the Purchase Order or Contract until actual delivery, up to a maximum deduction of ten percent (10%) of the value of the Purchase Order or Contract.

Bid Bond

The UN reserves the right to request Proposers to submit a Bid Bond in the form attached as Annex xx, at their own cost, or a similar guarantee, such as a certified check, acceptable to the UN, in a sum equal to [insert¹ %] percent of the total proposed cost. The Bid Bond shall be valid for the same period as the proposal, plus ninety (90) days after the validity date of the proposal. The UN reserves the right to extend the validity of the Bid Bond if the contractual instrument is not yet in place.

No Commitment

This RFP does not commit the UN to award a contract or to pay any costs incurred in the preparation or submission of Proposals, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. The UN 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 the UN. The UN also reserves the right to negotiate and award only a portion of the Requirement; to negotiate and award separate or multiple contracts for the elements covered by this RFP in any combination it may deem appropriate, in its sole discretion; to add new considerations, information or requirements at any stage of the procurement process, including during negotiation with proposers; and to reject a Proposal submitted by any proposer that has previously failed to perform properly, or on time, contracts of a similar nature, or of a proposer that, in the opinion of the UN, is not in a position, or is not sufficiently qualified, to perform the contract. If a Proposal is submitted on an "all or none" basis, it should clearly state so.

This RFP contains no contractual proposal or 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 proposal or offer by the UN. No contractual relationship will exist except pursuant to a written contract document signed by the authorized official of the Procurement Service and by an authorized officer of the successful proposer(s).

Criteria for Evaluation

All Proposals will be evaluated in accordance with the provisions of the UN Financial Regulations and Rules and established procedures of the UN, and the evaluation criteria specified in Annex D.

The evaluation procedure will consist of a formal, substantive and financial assessment of the Proposals received. Price is an important factor; however, it is not the only consideration in evaluating responses to this RFP. Detailed evaluation leading to a final selection or award may take several weeks.

Payment Terms

¹ INTERNAL NOTE: ranging from 5% up to 20%

The UN Financial Regulations and Rules preclude advance payments or payment by Letters of Credit. Such provisions in a Proposal will be prejudicial to its evaluation by the UN. The normal terms of payment by the UN are 30 (thirty) days (or similarly discounted payment terms if offered by proposers) upon satisfactory delivery of goods or performance of services, acceptance thereof by the UN and certification by the UN of the Contractor's invoice. Proposers must therefore clearly specify in their Proposals the payment terms being offered.

GSA Clause (for USA vendors only)

The UN is eligible under the United States Foreign Assistance Act of 1961 to receive full benefits under General Services Administration (GSA) Contracts. Accordingly, all Proposals must specify whether or not items quoted by the proposer are currently subject to GSA Federal Supply pricing and indicate the GSA Contract Number and Expiration Date, wherever applicable.

Validity of Proposals

All Proposals shall remain valid and open for acceptance for a period of at least _____ days from the designated closing date indicated for receipt of Proposals in this RFP. Proposers must confirm in their Proposal that it will remain valid for this period. Once a Proposal has been accepted during this period, the price quoted in the Proposal must remain unchanged for the entire period of the resulting contract unless otherwise specified in this RFP or unless the UN agrees otherwise in writing.

Rejection of Proposals and Split Awards

The UN reserves the right to reject any and all Proposals if they, inter alia:

- i. are received after the deadline stipulated in the RFP;
- ii. are not properly marked or addressed as required in the RFP;
- iii. are delivered to another UN office location than the one required in the Request for Proposal;
- iv. are transmitted by facsimile unless specifically indicated in the RFP;
- v. are unsolicited;
- vi. contain an alternate Proposal; or
- vii. are not otherwise in compliance with the RFP.

The UN also reserves the right to split an award between proposers in any combination, as it may deem appropriate.

Withdrawal and Modification of Proposals

Proposals may be modified or withdrawn in writing, prior to the closing time specified in the RFP. Proposals may not be modified or withdrawn after that time.

Errors in Proposals

Proposers or their authorized agents are expected to examine any maps, drawings, specifications, circulars, schedules and other instructions pertaining to the work, made available by the UN to the proposers for inspection. Failure to do so will be at the proposer's own risk. In case of error in the totaling of prices, the unit price will govern.

Public Opening

Public opening of Proposals will take place at the address and time specified in this RFP. Proposers may send one (1) representative with proper authorization to observe the opening of Technical Proposal envelopes at the time and location specified in the RFP.

Confidentiality

This RFP or any part thereof, and all copies thereof must be returned to the UN upon request. It is understood that this RFP is confidential and proprietary to the UN, contains privileged information, part of which may be copyrighted, and is communicated to and received by proposers on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of the UN, except that the proposer may exhibit the specifications to prospective sub-contractors for the sole purpose of obtaining Proposals from them in relation to the RFP. Notwithstanding the other provisions of the RFP, proposers will be bound by the contents of this paragraph whether or not they submit a Proposal or respond in any other way to this RFP.

Non-Disclosure Agreement

The UN may require proposers to execute a Non-Disclosure Agreement in the form of Annex G before being provided with some or all of the information included in the RFP.

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 relation to:

- a. the preparation or submission of Proposals;
- b. the clarification of Proposals; and
- c. the conduct and content of negotiations, including final contract negotiations,

in respect of this RFP or procurement process, or any other procurement process being conducted by the UN in respect of any of its requirements.

For the purposes of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other proposer, person or entity, of information (in any form), whether or not such information is commercial information confidential to the UN, any other proposer, person or entity in order 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.

In addition to any other remedies available to it, the UN may, at its sole discretion, immediately reject any Proposal submitted by a proposer that, in the UN's sole opinion, has engaged in any collusive bidding, other anti-competitive conduct, or any other similar conduct with any other proposer, person or entity in relation to the preparation or lodgment of Proposals, whether in respect of this RFP or procurement process, or any other procurement process being conducted by the UN in respect of any of its Requirements.

Improper Assistance

Proposals that, in the sole opinion of the UN, have been compiled:

- a. with the assistance of current or former employees of the UN, or current or former contractors of the 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;
- b. with the utilization of confidential and/or internal UN information not made available to the public;
- c. in breach of an obligation of confidentiality to the UN; or
- d. contrary to the se terms and conditions for submission of a Proposal,

shall be excluded from further consideration.

Use of former UN employee in the preparation of Proposals and process

Without limiting the operation of the above clause, a proposer must not, in the absence of prior written approval from the UN, permit a person to contribute to, or participate in, any process relating to the preparation of a Proposal or the procurement process, if the person:

- a. at any time during the six months immediately preceding the date of issue of this RFP was an official, agent, servant or employee of, or otherwise engaged by, the UN;
- b. at any time during the 12 months immediately preceding the date of issue of this RFP was an employee of the UN personally engaged, directly or indirectly, in the planning or performance of the requirement, project or activity to which the RFP relates; or

- c. at any time, was an employee of the UN involved, directly or indirectly, in the preparation of this RFP including any earlier versions or the management of this procurement process.

Corrupt Practices

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

Conflict of Interest

A proposer must not, and must ensure that its employees, officers, advisers, agents or sub-contractors do not, place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of the UN and the proposer's interests during the procurement process.

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

Vendor Registration

UN vendors shall keep current the information required for them to be registered as a UN vendor via the UN Global Marketplace (UNGM) at www.ungm.org by means of electronic updates. UN vendors shall inform the UN immediately and in writing, setting out all relevant details, about any material change in the information provided to the UN in their vendor application, including, but not limited to, change of name due to merger, acquisition or otherwise; change of address; material claims against the vendor, or any litigation or arbitration in which the vendor is a party; any investigation or inquiry by any governmental regulatory, licensing or other authority into the conduct of the vendor or any officer or employee thereof that could materially adversely affect the financial or other standing of the vendor, or the ability of the vendor to provide to the UN any goods or services the subject of this RFP; criminal convictions of any employee, officer, adviser or agent of the vendor; civil judgments; the most recent financial statements or financial standing of the vendor including any filing for bankruptcy, or entry into receivership, by the vendor; abusive, unethical or unprofessional conduct of the vendor including corrupt practices and submission of false information; any assignment of assets by the vendor or other financial acts, and any acts of financial impropriety committed or suffered by the vendor; any of the aforementioned factors in relation to a holding, parent, subsidiary, or affiliated company of the vendor which could materially adversely affect the financial or other standing of the vendor, or the ability of the vendor to provide to the

UN any goods or services the subject of this RFP. The submission, which may be in the form of a letter, fax or other electronic means, shall include all relevant documentation with regard to the changes. Upon receipt of such information, the UN will make an assessment and determine whether the changes require a re-evaluation of the vendor's status as a registered UN vendor. Vendors which fail to so inform the UN about such material changes or fail to submit their latest financial statements may risk suspension or removal from the UN vendor database.

Rights of the UN

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

- i. reject any proposal or recommendation to award a contract to such vendor; and/or
- ii. declare a company or firm ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor; and/or
- iii. terminate any contract entered into with such vendor.

Contract

All firms responding to this RFP shall acknowledge in their Proposal that the UN's General Conditions on Contract (Annex E) are acceptable. In addition, all firms responding to this RFP are required to acknowledge in their Proposal, by submission of Annex B-1, that the above terms and conditions are acceptable. However, if any of the UN's General Conditions of Contract or any of the above terms and conditions is not acceptable, the proposer is required to indicate in the Proposal with specificity any reservation(s) it has in respect of any of them and must provide alternative language to the particular clause. Please note, however, that such reservation(s) or deviation(s) will be taken into account, in the sole discretion of the UN, in the evaluation of the Proposal, including the comparative evaluation with other Proposals.

Annex B-1

Declaration by Proposer and Disclosure Requirement

The undersigned represents to the UN as follows (check as appropriate)²:

- ? 1. Proposer accepts the Terms and Conditions in Annex B and agrees to do all acts required in Annex B.
- ? 2. Proposals. Proposer also acknowledges that Proposals may be partially awarded between different proposers, in accordance with Annex B.
- ? 3. Proposer shall submit a performance bond as stated in Annex B if required in the RFP.
- ? 4. Proposer, if awarded a contract, may be liable for liquidated damages if provided for in this RFP or the contract
- ? 5. Proposer is aware that the UN is not committed to award a contract, or to reimburse any costs incurred by the proposer in connection with the RFP process, as stated in Annex B.
- ? 6. Proposer is aware that neither the RFP, nor any of its annexes, including this Annex B-1, constitutes any agreement or contractual relationship between the UN, or any of its entities, and the proposer. Proposer acknowledges that the sole purpose of the RFP and its annexes is to enable vendors to submit a proposal; proposer will not regard or seek to rely upon the RFP or any of its annexes as an offer on the part of the UN capable of acceptance by the proposer.
- ? 7. Proposer acknowledges that Proposals are evaluated according to the UN Financial Regulations and Rules and the evaluation criteria specified in Annex D.
- ? 8. Proposer is familiar with and accepts the payment terms in Annex B.
- ? 9. In the event the proposer is a U.S. entity, proposer will indicate in its Proposal whether or not the prices specified therein are currently subject to GSA Federal Supply pricing and state the GSA Contract Number and Expiration Date.
- ? 10. Proposer's Proposal will be valid for the period stipulated in Annex B.

² **Terms used in this declaration shall have the meanings ascribed to them in the Terms and Conditions in Annex B.**

- ? 11. Proposer is familiar with and accepts the UN's conditions for the withdrawal and modification of Proposals and the UN's rules governing errors in Proposals and public opening of Proposals.
- ? 12. Proposer accepts the Confidentiality terms stated in Annex B; and is aware that in the event the UN requires proposers to execute a non-disclosure agreement, as stated in Annex B, and proposer refuses to sign, proposer will not be invited to participate further in the RFP.
- ? 13. Proposer accepts the Collusive Bidding and other Anti-competitive Conduct terms stated in Annex B and represents that the Proposal has been compiled without the improper assistance of employees or former employees of the UN, in accordance with Annex B.
- ? 14. Proposer has not, and is not, engaged in any corrupt practices.
- ? 15. Proposer is not aware of any existing or potential conflict of interest as specified in Annex B. If during the procurement process a conflict of interest arises, or appears likely to arise, proposer will notify the UN immediately in accordance with Annex B.
- ? 16. Proposer agrees to immediately update its vendor profile in UNGM (www.ungm.org) with new information in accordance with Annex B.
- ? 17. Proposer acknowledges that any costs it may incur in connection with the submission of a Proposal to the UN are at the sole expense of the proposer.
- ? 18. Proposer shall promptly inform the UN in writing of any proposal submitted, or likely to be submitted, by a holding, parent, subsidiary, or affiliated company of the proposer in response to this RFP of which it is aware, or ought reasonably to be aware.
- ? 19. Proposer shall submit a bid bond as stated in Annex B if required in the RFP.

REGISTERED OFFICE
OR OTHER ADDRESS
OF PROPOSER:

POSTAL ADDRESS:

TELEPHONE NUMBERS:

FACSIMILE NUMBERS

Signature of authorized official of proposer or person otherwise authorized to sign the proposal on behalf of the proposer

SIGNATURE:

DATE OF SIGNATURE:

NAME (Block Letters):

POSITION HELD: