

**Date: 17 October 2025**

**Subject: Clarification No. 3 to RFP No. 05/2025 Provision of services for the support of preparatory work before ISO 9001:2015 external audit**

**Question 1:** We noted that the General tasks and deliverables as listed in Annex A terms of reference of RFP 05/2025, include a full implementation of a quality management system in line with ISO9001:2015. However, in both the financial and technical proposal the deliverables highlighted relate to the internal audit process only. Can you kindly clarify whether this was an oversight, whether the proposal should cover the full implementation of a QMS in line with ISO9001:2015 requirements or whether this proposal should only cater for internal audits?

**Response:** The internal audit, to be successful, should confirm the creation of the QMS. Therefore, the proposal should cover on design and set-up of QMS (with UNSSC team). Such element is covered under item B in Technical Proposal Form which indicates that "Please provide a short description of the proposed audit methodology including number of audit days, tentative timeline for the certification and provisions for remote audits (if applicable)." Implementation is for UNSSC alone (after external certification).

**Question 2:** How many employees work within UNSSC?

**Response:** FTE: Five - One Learning Manager, One LMS Service Coordinator, and Three Associate Learning Officer. The UNSSC is an inter-agency learning institution serving the whole UN system, containing 80-100 personnel with approximately 70% on programme delivery and 30% on administration and operation.

**Question 3:** What are the key processes?

**Response:** Design, development, delivery.

**Question 4:** Can you please clarify whether the proposal should cover the design and set up of the QMS with the UNSSC team (as specified in the deliverables in RFP\_5\_2025 Preparatory Support ISO audit,) OR only internal audits for an already established QMS (as specified in the deliverables listed in Appendix B – Financial Proposal Form and Appendix A Technical Proposal Form)? The Appendix B - Financial Proposal Form does not seem to match with the deliverables.

**Response:** Please see response 1. The proposal should cover the design and set up of the QMS with UNSSC team. Such cost should be included in the Appendix B – Financial Proposal Form. Kindly note that the total financial proposal in Appendix B should be all-inclusive, covering all activities and deliverables outlined in the RFP 05/2025 Support of preparatory work before ISO 9001:2015 external audit.

**Question 5:** Is it possible to extend the submission deadline for 10 days?

**Response:** The submission deadline has been extended from 20 October 2025 to 22 October 2025 at 23:59 CET.

**Question 6:** Whether there is an existing map currently in use at UNSSC, or any documentation that could help understand the current configuration of processes and services.

**Response:** Please see response 7.

**Question 7:** If you could provide an estimate of the number and types processes that are expected to be included in the scope of the Quality Management System.

**Response:**

The UNSSC Learning Management System (LMS) Service comprises a range of interconnected components and processes designed to manage and deliver services that strengthen counterparts' learning function across the full learning lifecycle, including but not limited to:

- LMS hosting, migration and integration,
- UX research and implementation,
- Technical support and consultation,
- Content creation and management,
- User and access management,
- Reporting and analytics,
- and continuous improvement.

Below is an estimate of the number and types of processes in categories:

- Management & Strategic processes that define scope, governance, policy, context and stakeholder, and risk and opportunity; (3-5)
- Core operational processes that deliver the LMS and learning services (8-15)
- Support processes that provide resources and infrastructure (4-6)

- Measurement and improvement processes that evaluate and improve the quality of services (3-5)

**Amendment No. 1 to RFP 05/2025**

**Date: 16 October 2025**

**Subject: Provision of services for the support of preparatory work before ISO 9001:2015 external audit.**

1. This Amendment No. 1 to the RFP 05/2025 is issued for the following:
  - a) To extend the submission deadline from 20 October 2025 at 23:59 CET to **22 October 2025 at 23:59 CET**.
  - b) To set the clarification request deadline as 19 October 2025 at 23:59 CET.
2. All other terms and conditions of RFP 05/2025 remain unchanged.

Thank you for your cooperation.

## REQUEST FOR PROPOSAL

Reference: RFP 05/2025

Date: 29 September 2025

**Subject: Provision of services for the support of preparatory work before ISO 9001:2015 external audit.**

1. The United Nations System Staff College (UNSSC) hereby solicits your proposal for the above subject, in accordance with this document and annexes attached hereto. Proposals must be submitted to the UNSSC before **22 October at 23:59 CET**.
2. This Request for Proposal (RFP) consists of this document and the following Annexes and Appendices:
  - Annex A: Terms of Reference
  - Annex B: Terms and Conditions to Submit a Proposal
  - Annex C: Evaluation Criteria
  - Annex D: Form of Contract
  - Appendix A: Technical Proposal Form → **to be filled-in and submitted**
  - Appendix B: Financial Proposal Form → **to be filled-in and submitted**
3. Your proposal must include information in sufficient scope and detail to allow the UNSSC to consider whether the proposer has the necessary capability, experience, knowledge, expertise and the required capacity to perform the work specified satisfactorily. Bidders shall fill in Appendix A and Appendix B in their entirety and provide relevant supporting documentation in accordance with this RFP.
4. The UNSSC reserves the right to request from vendors additional information regarding their commercial activities, history and resources.
5. **Your technical and financial proposal must be submitted via email to: [tenders@unssc.org](mailto:tenders@unssc.org). Non-compliant offers with the terms stated in this document and its annexes may be rejected without any evaluation.**
6. **Inquiries and clarifications concerning this RFP, along with changes or modifications to the proposals, must be submitted before the deadline via email to [procurement@unssc.org](mailto:procurement@unssc.org).**
7. **Please note that the UNSSC has VAT exemption status and can provide documentation for the same. Hence, your pricing should take this status into account and be presented net of VAT.**

### **ANNEX A: Terms of Reference**

#### **Background and Context:**

The United Nations System Staff College (UNSSC) is dedicated to serving the learning and knowledge needs of the UN system and partner organizations. We create first-rate learning experiences grounded in the bedrock values of multilateralism and dignity for all enshrined in the UN charter. Participants in our programmes rely on UNSSC to enhance their knowledge and skills across leadership and management, sustainable development, and peace and security. UNSSC is headquartered in Turin, Italy with an office in Bonn, Germany.

UNSSC delivers learning programmes and services to UN staff and partners at all levels, in all functions and locations. Its inter-agency mandate allows the Staff College to work in partnership with a wide array of UN entities, inter-governmental organizations, academic institutions, and civil society organizations.

The UNSSC is committed to implementing and maintaining a Quality Management System (QMS) aligned with ISO 9001:2015 requirements to improve efficiency and customer satisfaction of services offered through its Learning Management System (LMS). To achieve this, the Staff College seeks to procure services for the support of the preparatory work for the ISO certification audit.

The consultancy service provider will support the organization in the preparatory work for the ISO 9001:2015 certification audit, including guidance on system implementation, internal audits, and management reviews.

#### **GENERAL TASKS AND DELIVERABLES**

The tasks can include, but are not limited to:

- **Introduction to ISO 9001:2015 requirements.** Introduction to ISO requirements and definition of the scope (products, services, and processes that will be covered by the ISO Quality Management System);
- **Gap analysis.** Assessment of current processes against the ISO 9001:2015 standards and identification of gaps and necessary changes;
- **Development of the Quality Management System.** This includes defining the QMS scope, mapping key processes, documenting operational controls and management practices, setting measurable quality objectives, and integrating them into daily operations
- **Execution of internal audits and management review.** Planning and carrying out internal audits and management reviews, ensuring they are performed in line with ISO 9001:2015 requirements and providing meaningful inputs for continual improvement and certification readiness.

The Contractor shall implement all scope of services under this TOR within one year after signature of the Contract. Specific implementation milestones will be negotiated with the

## Annex A – Terms of Reference

selected Contractor. Schedule of payments shall be linked to implementation milestones/deliverables and be an integral part of the Contract.

## Annex B – Terms and Conditions to submit a proposal

<b>ANNEX B – Terms and Conditions to submit a proposal</b>
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### **Submission of Proposals**

Proposals must be submitted in English and shall be expressed in the form described in the table below:

<b>REQUIRED</b>	<u>Individual Applicants</u>	<ol style="list-style-type: none"> <li>1. Please provide a <b>comprehensive CV or a P11 form</b> (UN CV form) clearly identifying experience in the subject matter. The P11 form can be found at (<a href="http://www.unssc.org/home/sites/unssc.org/files/p11un.doc">http://www.unssc.org/home/sites/unssc.org/files/p11un.doc</a>)</li> <li>2. Copy of <b>ISO 9001 Lead Auditor certification</b>.</li> </ol>
	<u>Companies</u>	<ol style="list-style-type: none"> <li>1. Please provide a <b>company profile</b> clearly identifying the experiences that demonstrate expertise in the subject matter.</li> <li>2. Copy of <b>ISO 9001 Lead Auditor certification</b>.</li> </ol>
<b>TECHNICAL PROPOSAL</b>	<u>All Applicants</u>	<ol style="list-style-type: none"> <li>1. Please provide a short description <b>of the proposed audit methodology including number of audit days, tentative timeline</b> for the certification and provisions for <b>remote audits</b> (if applicable).</li> </ol>
		<ol style="list-style-type: none"> <li>2. CVs of proposed auditors, including qualifications, ISO 9001 Lead Auditor credentials, sector-specific experience, and language competence.</li> </ol>
		<ol style="list-style-type: none"> <li>3. List of similar organizations certified in the last 3–5 years, with contact details for references.</li> </ol>
<b>FINANCIAL PROPOSAL</b>	<u>All Applicants</u>	<ul style="list-style-type: none"> <li>• Please indicate your <b>cost breakdown per deliverable/output and the corresponding daily rate using Appendix B – Financial Proposal Form</b> for the provision of the services, excluding VAT.</li> <li>• In case of offers in multiple currencies, financial evaluation will be based on the USD amount at the UN exchange rate of the time of the RFP closing deadline.</li> <li>• The daily rate shall remain applicable if the actual number of days worked is less than the number specified in Appendix B – Financial Proposal Form.</li> </ul>



## Annex B – Terms and Conditions to submit a proposal

**The technical and financial proposal must be submitted in two separate files to [tenders@unssc.org](mailto:tenders@unssc.org) only. Submissions sent to any other emails may result in disqualification.**

Proposers must provide all information required under this RFP and clearly and concisely respond to all points set out herein. 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 UNSSC 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.

### **NO COMMITMENT**

This RFP does not commit UNSSC to consider any proposal, to award a contract or to pay any costs incurred in the preparation or submission of proposals, or any costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods.

UNSSC 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 UNSSC.

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 UNSSC. No contractual relationship will exist except pursuant to a written contract document signed by the authorized official of UNSSC and by an authorized officer of the successful proposer(s).

### **Rejection of Proposals**

UNSSC reserves the right to reject any proposals that, 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. contain an alternate proposal or
- iv. are not otherwise in compliance with the RFP.

### **Ethical Standards**

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

### **Contract**

UNSSC shall enter into Long-Term Agreement(s) for the provision of services with the highest-scoring proposer(s) in accordance with Annex C on a non-exclusive basis at the UNSSC's sole discretion.

The award of the contract pursuant to the terms stated in this proposal, including its  
Page 5 of 10 - Viale Maestri del Lavoro, 10 – 10127 Turin – Italy – [procurement@unssc.org](mailto:procurement@unssc.org) – [www.unssc.org](http://www.unssc.org)

## Annex B – Terms and Conditions to submit a proposal

annexes, is subject to the United Nations General Conditions of Contracts (UNGCC). The applicable text of the UNGCC is available at the following address:

[https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/general\\_condition\\_services.pdf](https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/general_condition_services.pdf)

Full acceptance of the UNGCC is a mandatory requirement for the award of the contract(s); non-acceptance of the UNGCC may result in the rejection of the proposal.

### **Travel**

This engagement may require successful proposer(s) to undergo travel to complete the tasks of this RFP. The UNSSC will arrange travel in accordance with its travel policies, rules and administrative instructions. Travel costs should not be indicated in the financial proposals.

Proposers must ensure that they have the required authorizations, visas or medical clearances to undergo travel to Turin, Italy and/or Bonn, Germany.

**ANNEX C – Evaluation Methodology and Criteria**

**1. EVALUATION METHODOLOGY**

**1.1 Evaluation Overview**

- 1.1.1 The UNSSC will evaluate the proposals based on the “Best Value for Money” (BVM) principle. This process involves the combination of apportioned technical and financial scores obtained by each Bidder.
- 1.1.2 Proposals will be evaluated from the following perspectives: accreditation and compliance [Pass/Fail] a technical component (60%) and a commercial component (40%).
- 1.1.3 The technical component will focus on the overall responsiveness to the Annex B-Terms and Conditions, applying the evaluation criteria and sub-criteria specified below in the written proposal. The fixed price lump sum commercial component will address the competitiveness of the cost proposal.
- 1.1.4 The proposals found non-technically compliant and non-responsive to the Request for Proposals (RFP) and Terms and Conditions will not be considered for commercial evaluation.
- 1.1.5 The UNSSC shall use the best value for money principle (BVM) to determine the award. The UNSSC may not select the lowest cost bid but will instead select the successful proposer on the basis of the BVM.
- 1.1.6 Any Proposal received which omits any portion of these submittal requirements will be deemed non-responsive.
- 1.1.7 The cost for preparing the Bid shall be borne solely by the bidder. No part of the cost of preparing the bid shall be incorporated into the bid itself.

**1.2 The evaluation of the proposals will be conducted in five (5) phases.**

- Phase 1 - Mandatory Accreditation and Compliance Criteria Evaluation
- Phase 2 - Scored Technical Evaluation
- Phase 3 - Scored Commercial Evaluation
- Phase 4 - Combined Technical and Commercial Scores
- Phase 5 - Award Recommendation

**1.3 Phase 1 - Mandatory Technical Criteria Evaluation**

- 1. Bidders will be evaluated against the Mandatory Accreditation and Compliance Criteria Evaluation. This will be evaluated based on a Pass/Fail evaluation.
- 2. Any proposal failing to meet any of the Mandatory Accreditation and Compliance Criteria will be rejected as non-compliant. Only bidders passing **all** Mandatory criteria will be considered for the Scored Technical Evaluation (Phase 2).

1.4 **Phase 2- Technical Evaluation**

Bidders who pass the Mandatory Technical Criteria (Phase 1) will be evaluated against the scored Technical Evaluation criteria. Only bidders that achieve a minimum threshold of **60%** or above on the written Technical Evaluation will be evaluated in Phase 3. Bidders who have scored less than 60% will be disqualified and will not be considered for Phase 3.

1.5 **Phase 3 - Commercial Evaluation**

Only bidders considered as technically compliant in Phase 2 shall be evaluated in the Commercial Evaluation.

1.6 **Phase 4 - Combined Technical and Commercial Score**

The overall technical and commercial scores will be combined to determine the best value-for-money bid using the following weighting:

- i. 60% Technical
- ii. 40% Commercial

1.7 **Phase 5 - Award Recommendation**

The bidder meeting all mandatory criteria, minimum technical thresholds, in accordance with the project requirements, industry best practice and achieving best value for money by obtaining the highest combined technical and commercial score will be recommended for the contract award.

**2. GENERAL: MANDATORY AND TECHNICAL EVALUATION CRITERIA**

2.1 The bidder shall complete the information requested below and submit any supporting documentation required for each criteria a detailed in Annex C using Appendix A – Technical Proposal Form.

2.2 The bidder's technical proposal will be evaluated against the pre-determined mandatory and scoring criteria (not shared with the bidders). Maximum points will be given to bidders that submit a technical proposal that meets all the criteria.

2.3 **Phase 1 – Mandatory Requirements**

The bidder shall complete the following mandatory requirement table in Appendix A – Technical Proposal Form and provide any supporting documentation requested. An assessment of whether all of the following Mandatory Accreditation and Compliance Criteria are met will be conducted. This will be **evaluated on a Pass/Fail basis**. A bidder that fails one of the following mandatory technical criteria will be disqualified from the evaluation process.

## Annex C – Evaluation Methodology and Criteria

No.	Mandatory Criteria	Bidder's Response <i>(Indicate Yes or No)</i>
1	Copy of ISO 9001 Lead Auditor Certification.	
2	Native or near native fluency in English is required.	
3	Acceptance of UNGCC	

### 2.4 Phase 2 – Scored Technical Evaluations

The bidder shall submit the proposal in accordance with the requirement as detailed in “Annex B-Terms and Conditions to submit a proposal” of this RFP, which consists of the following documents/information in line with the below evaluation criteria:

No.	Evaluation Criteria	Bidder's Response <i>(Assigned Score)</i>
1	Proven experience of successfully preparing institutions and companies for external ISO 9001 certification audits. (50 points)	Scores will be allocated proportionally based on the number of years of relevant experience
2	Demonstrated knowledge of ISO 9001:2015 requirements, process-based management, and continual improvement approaches. (30 points)	Scores will be allocated based on the evidence of previous projects undertaken
3	Demonstrated experience in designing and documenting QMS elements, including process mapping, operational controls, and quality objectives. (20 points)	Scores will be allocated based on the demonstrated experience in the required areas.

### 2.5 Phase 3 – Commercial Evaluation Criteria

2.5.1 The financial component will be evaluated separately from the evaluation of the technical component and will be weighted 40% of the total evaluation. The financial evaluation will be based on pricing and will be evaluated in comparison with other financial proposals based on the rates submitted in Appendix B. The financial proposal will receive points for their price competitiveness. The proposal with the lowest price will receive the maximum points. All other proposals will receive scores for financial proposals in inverse proportion. The formula for the inverse proportion is as follows:

$$\text{Bidder's score} = \frac{\text{Lowest Total Lump Sum Price}}{\text{Bidder's Total Lump Sum Price}} \times \text{Maximum Price Points}$$

## Annex C – Evaluation Methodology and Criteria

- 2.5.2 In order for the UNSSC to be able to compare the cost proposals from different vendors in a meaningful way, vendors must submit costs conforming to the proposed pricing model in “Appendix B – Financial Proposal Form” of the RFP. Offers shall be valid for at least 90 days.
- 2.5.3 Vendors shall also indicate in their proposal that they have read and accepted the terms and conditions of both Annex D (Form of Contract) and UN General Conditions of Contract and that any exceptions, qualifiers, disclaimers, etc., are clearly reflected in the proposal submitted. Such reservation(s) will be taken into account in the evaluation of your proposal, including the comparative evaluation with other proposals and may be viewed with prejudice.

It is very important that Bidders provide accurate financial information and acceptance or proposed changes to the UNGCC and/or contract

### 2.6 Phase 4 - Combination of Technical and Commercial Evaluations

- 2.6.1 The overall commercial score will be added to the overall technical score to determine the combined Technical and Commercial score.
- 2.6.2 The weighting is set at 60% for the Technical and 40% for the Commercial Evaluation to achieve best value for money.
- 2.6.3 The highest combined score will be considered as the best value for money proposal.

### 2.7 Phase 5 – Award Recommendation

Following the completion of consolidated technical and commercial evaluation, an award recommendation will be presented for internal approval. The UNSSC shall enter into Long Term Agreement(s) – LTA(s) with the highest scoring proposer(s) on a non-exclusive basis for a period of one year.

Annex D – Form of Contract

LONG TERM AGREEMENT No. [NUMBER]

BETWEEN

THE UNITED NATIONS SYSTEM STAFF COLLEGE

AND

«SupplierName»

FOR THE PROVISION OF [Type of Services]

**LONG TERM AGREEMENT  
BETWEEN THE UNITED NATIONS SYSTEM STAFF COLLEGE**

**AND**

**«SupplierName»**

**FOR THE PROVISION OF [DESCRIBE SERVICES]**

This Long Term Agreement (henceforth, the “Contract”) is entered into between the United Nations System Staff College, an international organization of the United Nations, having its Headquarters in Turin, Italy (the “Staff College” or the “UNSSC”) and «SupplierName», an individual, and having its principal address «Address» (the “Contractor”). The Staff College and the Contractor are collectively referred to herein as the “Parties,” and each individually as a “Party.”

**WITNESSETH**

**WHEREAS**, the Staff College wishes to engage the Contractor on a non-exclusive basis to provide instructional design services in accordance with the terms and conditions set forth in this Contract (as defined below);

**WHEREAS**, the Contractor represents that it possesses the requisite knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, willing, and able to provide such services (as defined below) in accordance with the terms and conditions set forth in this Contract;

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE 1  
CONTRACT DOCUMENTS**

1.1 This document, together with the Annexes attached hereto and referred to below, all of which are incorporated herein and made part hereof, constitute the entire contract between the UNSSC and the Contractor for the provision of instructional design services (the “Contract” or this “Contract”):

Annex A:	United Nations General Conditions of Contract – Contracts for the Provision of Services (the “General Conditions”);
Annex B:	Terms of reference (the “Terms of Reference”);
Annex C:	Financial Offer
Annex D:	Task Order Template.

1.2 The documents comprising this Contract are complementary of one another, but in case of ambiguities, discrepancies, or inconsistencies between or among them, the following order of priority shall apply:

1.2.1	First, this document;
1.2.2	Second, Annex A; and



1.2.3 Third, Annex B.

1.3 This Contract embodies the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as herein expressly set forth.

1.4 Any notice, document or receipt issued in connection with this Contract shall be consistent with the terms and conditions of this Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of this Contract shall prevail.

1.5 This Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with this Contract, shall be deemed to include, and shall be interpreted and applied consistently with, the provisions of Article 16 (Settlement of Disputes) and Article 17 (Privileges and Immunities) of the General Conditions.

## **ARTICLE 2 EFFECTIVE DATE; TERM OF CONTRACT**

2.1 This Contract shall take effect on the date both Parties have signed this Contract, or if the Parties have signed it on different dates, the date of the latest signature (the “Effective Date”).

2.2 This Contract shall remain in effect until for a period of time of 12 (twelve) months from the Effective Date, unless earlier terminated in accordance with the terms of this Contract (the “Initial Term”).

## **ARTICLE 3 REPRESENTATIONS AND WARRANTIES; RESPONSIBILITIES OF THE CONTRACTOR; PERSONNEL**

### Representations and Warranties

3.1 The Contractor represents and warrants that:

3.1.1 it is duly organized, validly existing and in good standing;

3.1.2 it has all necessary power and authority to execute and perform this Contract;

3.1.3 the execution and performance of this Contract will not cause it to violate or breach any provision in its charter, certificate of incorporation, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument;

3.1.4 this Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms;

- 3.1.5 all of the information it has provided to the UNSSC concerning the provision of the Services pursuant to this Contract is true, correct, accurate and not misleading;
- 3.1.6 it is financially solvent and is able to provide the Services to the UNSSC in accordance with the terms and conditions of the Contract; and
- 3.1.7 it shall reserve to the UNSSC the same or better conditions reserved to other entities in the UN System for the provision of the services under this Contract.

#### Responsibilities of the Contractor

3.2 The Contractor shall provide to the UNSSC the services detailed in the Terms of Reference (the "Services") in accordance with the terms and conditions of this Contract. The Contractor shall perform the Services only upon issuance by the UNSSC of duly executed Task Orders (as defined below) in accordance with the requirements set forth in this Contract and such Task Order.

3.3 The Parties acknowledge that nothing in this Contract commits, or shall be construed as committing, the UNSSC to deal with the Contractor as an exclusive or sole-source supplier of the Services.

3.4 The Parties acknowledge that nothing in this Contract commits, or shall be construed as committing the UNSSC to purchase a minimum or given quantity of the Services.

3.5 The Contractor and its Personnel (as defined below) shall perform the Services under this Contract with the necessary care and diligence, and in accordance with the highest professional standards accorded to professionals providing similar services in a similar industry.

3.6 The Contractor acknowledges that (i) the UNSSC shall have no obligation to provide any assistance to the Contractor in performing the Services other than as expressly set forth herein and (ii) the UN makes no representations as to the availability of any facilities or equipment which may be helpful or useful for performing the Services.

3.7 Except as expressly provided in this Contract, the Contractor shall be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services under this Contract.

#### Personnel

3.8 Without limiting and further to Articles 2.1 and 2.2 of the General Conditions, the Contractor shall supervise and be fully responsible and liable for all Services performed by its personnel, employees, officials, agents, servants, representatives and sub-contractors (or any of those sub-contractors' personnel, employees, officials, agents, servants and representatives) ("Personnel") and for their compliance with the terms and conditions of this Contract. The Contractor shall ensure that all Personnel performing Services under this Contract are qualified, reliable, competent, properly trained, and conform to the highest standards of moral and ethical conduct.

3.9 Without limiting and further to the General Conditions, the Contractor shall be fully responsible and liable for, and the UNSSC shall not be liable for (i) any action, omission, negligence or misconduct of the Contractor or its Personnel, (ii) any insurance coverage which may be necessary or desirable for

the purpose of this Contract, or (iii) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel. The obligations under this Article 3.9 do not lapse upon expiration or termination of this Contract.

3.10 Without limiting and in addition to Article 2.6 of the General Conditions, the Contractor shall ensure that its Personnel abide by all security regulations, policies and procedures of the Staff College.

#### **ARTICLE 4 TASK ORDERS**

4.1 The UNSSC shall issue to the Contractor, from time to time during the Initial Term and the Extended Term Task Orders in the form set out in Annex D, setting out the Services required and other instructions for the performance of Services (each, a "Task Order"). No Task Order shall be valid unless authorized and signed or otherwise approved by a duly authorized UNSSC official. Each Task Order shall, at a minimum, make reference to this Contract, indicate the type(s) of Services ordered, the total fee for the Services being ordered, the schedule for performance, and other relevant details. Task Orders shall be transmitted to the Contractor by electronic mail.

4.2 All Task Orders issued by the UNSSC pursuant to this Contract, and all Services performed by the Contractor pursuant to such Task Orders, shall be subject to and governed by the terms and conditions of this Contract, whether or not the Task Order contains a provision to that effect. In the event of any inconsistency between the terms and conditions of a Task Order and the terms and conditions of this Contract, the terms and conditions of this Contract shall prevail.

4.3 The Contractor shall promptly acknowledge receipt of each Task Order, and the date of its receipt by electronic mail. Any failure by the Contractor to provide such acknowledgment shall not relieve the Contractor from discharging its obligations under the Contract.

4.4 The Contractor shall accept changes to or cancellations of Task Orders by the UNSSC without penalty or charge, provided the UNSSC provides written notice of such change or cancellation 48 hours prior to the scheduled performance date.

#### **ARTICLE 5 FEES; PAYMENT**

5.1 In full consideration for the complete, satisfactory and timely performance by the Contractor of all its obligations under this Contract, the UNSSC shall pay the Contractor the fees of «Dailyfees» per day of work for the provision for the Services. // or a sum for corresponding to the deliverables listed in Annex C.

5.2 The Contractor shall submit to the UNSSC an original copy of its invoices for all Services supplied to the UNSSC in accordance with this Contract, together with such supporting documentation as the UNSSC may require. The Contractor's invoice(s) shall specify, at a minimum, a description of the Services performed (in accordance with the Terms of Reference), the applicable fees and total fee for the Services (in accordance with the Annex C), and the Task Order to which the invoice relates. Unless otherwise authorized in writing by the UNSSC, each invoice submitted shall relate to only one Task Order.

5.3 Payments under this Contract shall be made to the Contractor thirty (30) days from receipt of the Contractor's invoice and supporting documentation and certification by the UNSSC that the Services represented by the invoice have been provided and that the Contractor has otherwise performed in conformity with the terms and conditions of this Contract and the Task Order to which the invoice relates, unless the UNSSC disputes the invoice or a portion thereof. All payments due to the Contractor under this Contract shall be made by electronic funds transfer to the Contractor's bank account, the details of which have been notified by the Contractor and are known and in possession of the UNSSC.

5.4 The Contractor acknowledges and agrees that the Staff College may withhold payment in respect of any invoice in the event that, in the opinion of the Staff College, the Contractor has not performed in accordance with the terms and conditions of this Contract, or if the Contractor has not provided sufficient documentation in support of the invoice.

5.5 If the Staff College disputes any invoice or a portion thereof, the Staff College shall notify the Contractor accordingly, including a brief explanation of why the Staff College disputes the invoice or portion thereof. With respect to disputes regarding only a portion of the invoice, the Staff College shall pay the Contractor the amount of the undisputed portion in accordance with Article 5.3 above. The Staff College and the Contractor shall consult in good faith to promptly resolve outstanding issues with respect to any disputed invoice. Once a dispute regarding an invoice or a portion thereof has been resolved, the Staff College shall pay the Contractor the relevant amount within thirty (30) days after the final resolution of such dispute.

5.6 In addition to any rights and remedies available to it, and without prejudice to any other rights or remedies that the UNSSC may have under this Contract, the UNSSC shall have the right, without prior notice to the Contractor, any such notice being waived by the Contractor, upon any amounts becoming due and payable hereunder to the Contractor, to set off, against any amount payable by the UNSSC under this Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by the UNSSC to the Contractor) owing by the Contractor to the UNSSC hereunder or under any other contract or agreement between the Parties. The UNSSC shall promptly notify the Contractor of such set-off and the reasons therefore, provided, however, that the failure to give such notice shall not affect the validity of such set-off.

5.7 Payments made in accordance with this Article shall constitute a complete discharge of the UNSSC's obligations with respect to the relevant invoices or portions thereof.

5.8 Payments effected by the UNSSC to the Contractor shall not relieve the Contractor of its obligations under this Contract and shall not be deemed to be acceptance by the UNSSC of the Contractor's performance.

5.9 The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract nor any accrued interest on payments withheld by the UNSSC in connection with a dispute.

## **ARTICLE 6 REVIEW; IMPROPER PERFORMANCE**

6.1 The UNSSC reserves the right to review and inspect (including the performance of tests, as appropriate) all Services performed by the Contractor under this Contract, to the extent practicable, at all reasonable places and times during the Initial Term and Extended Terms of this Contract. The UNSSC shall perform such review and inspection in a manner that will not unduly hinder the

performance of the Services by the Contractor. The Contractor shall cooperate with all such reviews and inspections by the UNSSC, at no cost or expense to the UNSSC.

6.2 If any Services performed by the Contractor do not conform to the requirements of this Contract, without prejudice to and in addition to any of the UNSSC's other rights and remedies under this Contract or otherwise, the UNSSC shall have the following options, to be exercised in its sole discretion:

6.2.1 If the UNSSC determines that the improper performance can be remedied by way of re-performance or other corrective measures by the Contractor, the UNSSC may request the Contractor in writing to take, and the Contractor shall take, at no cost or expense to the UNSSC, the measures necessary to re-perform or take other appropriate actions to remedy the improperly performed Services within thirty days after receipt of the written request from the UNSSC or within such shorter period as the UNSSC may have specified in the written request if emergency conditions so require, as determined by the UNSSC in its sole discretion.

6.2.2 If the Contractor does not promptly take corrective measures or if the UNSSC reasonably determines that the Contractor is unable to remedy the improper performance in a timely manner, the UNSSC may obtain the assistance of other entities or persons and have corrective measures taken at the cost and expense of the Contractor. In addition, in the event of the UNSSC obtains the assistance of other entities or persons, the Contractor shall cooperate with the UNSSC and such entity or person in the orderly transfer of any Services already completed by the Contractor.

6.2.3 If the UNSSC, in its sole discretion, determines that the improper performance cannot be remedied by re-performance or other corrective measures by the Contractor, the UNSSC, at the UNSSC's sole discretion, may terminate the Contract in accordance with Articles 13.1 or 13.2 (second sentence) of the General Conditions, without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise.

6.3 Neither review or inspection hereunder, nor failure to undertake any such review or inspection, shall relieve the Contractor of any of its warranty or other obligations under this Contract.

## **ARTICLE 7 LICENSES, PERMITS, AND OTHER AUTHORIZATIONS**

7.1 The Contractor shall be responsible for obtaining, at its own cost, all licenses, permits and authorizations from governmental or other authorities necessary for the performance of this Contract, including, without limitation, all entry/exit visas and work permits for its Personnel and customs clearances for equipment and material provided by the Contractor.

## **ARTICLE 8 NOTICES**

8.1 Except as otherwise specified in this Contract, all notices and other communications between the Parties required or contemplated under this Contract shall be in writing and shall be delivered by: electronic mail.

If to the Contractor:

«SupplierName»

«email»

If to the UNSSC:

[procurement@unssc.org](mailto:procurement@unssc.org)

8.2 Notices and other communications required or contemplated by this Contract delivered by mail shall be effective on the date of actual receipt.

## **ARTICLE 9 MISCELLANEOUS**

9.1 Without limiting the provisions of Article 19 (Modifications) of the General Conditions, no terms or provisions of this Contract shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the Party giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Contract shall constitute a consent to, or excuse or waiver of, any other subsequent breach.

9.2 If any provision of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

9.3 Headings and titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract for any purpose whatsoever.

9.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.

9.5 Unless the context otherwise clearly indicates, all references to the singular herein shall include the plural and vice versa.

9.6 This Contract and everything herein contained shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns. No other person shall be a third party beneficiary hereof or have or be entitled to assert rights or benefits hereunder.

9.7 Any mention to the UN or the United Nations in Annex A shall be interpreted to refer to the UNSSC or the Staff College under this Contract.

**IN WITNESS WHEREOF**, the Parties have, through their authorized representatives, executed this Contract on the date herein below written, electronically.

<p>THE CONTRACTOR</p> <p>Name: «signatory_name_and_title»</p> <p>Date:</p> <p>Signature:</p>	<p>ON BEHALF OF THE UNITED NATIONS SYSTEM STAFF COLLEGE</p> <p>Name: Miguel Panadero</p> <p>Title: Deputy Director, IBC</p> <p>Date:</p> <p>Signature:</p>
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## Annex A – General Conditions of Contract for the Provision of 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.



## **Annex A – General Conditions of Contract for the Provision of Services**

- 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.

## Annex A – General Conditions of Contract for the Provision of Services

- 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. **INDEMNIFICATION:**
  - 5.1 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:
    - 5.1.1 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*,
    - 5.1.2 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.
  - 5.2 The indemnity set forth in Article 5.1.1, above, shall not apply to:
    - 5.2.1 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*
    - 5.2.2 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

## **Annex A – General Conditions of Contract for the Provision of Services**

the United Nations or another party acting under the direction of the United Nations made such changes.

- 5.3 In addition to the indemnity obligations set forth in this Article 5, the Contractor shall be obligated, at its sole expense, to defend the United Nations and its officials, agents and employees, pursuant to this Article 5, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.
  - 5.4 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.
  - 5.5 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:
    - 5.5.1 procure for the United Nations the unrestricted right to continue using such goods or services provided to the United Nations;
    - 5.5.2 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*,
    - 5.5.3 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.
- 6. INSURANCE AND LIABILITY:**
- 6.1 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.
  - 6.2 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:
    - 6.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
    - 6.2.2 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;
    - 6.2.3 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*,

## Annex A – General Conditions of Contract for the Provision of Services

- 6.2.4 such other insurance as may be agreed upon in writing between the United Nations and the Contractor.
- 6.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.
- 6.4 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.
- 6.5 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:
- 6.5.1 name the United Nations as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
- 6.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against the United Nations;
- 6.5.3 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*,
- 6.5.4 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.
- 6.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
- 6.7 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 6.5.3, above, the Contractor shall promptly notify the United Nations concerning any cancellation or material change of insurance coverage required under the Contract.
- 6.8 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.
7. **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.
8. **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

## Annex A – General Conditions of Contract for the Provision of Services

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.

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

9.1 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.

9.2 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.

9.3 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.

9.4 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.

10. **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.

11. **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:

11.1 The Recipient shall:

11.1.1 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*,

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

## Annex A – General Conditions of Contract for the Provision of Services

- 11.2 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 11, the Recipient may disclose Information to:
- 11.2.1 any other party with the Discloser's prior written consent; *and*,
  - 11.2.2 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:
    - 11.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,
    - 11.2.2.2 any entity over which the Party exercises effective managerial control; *or*,
    - 11.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.

## 12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

- 12.1 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.

## Annex A – General Conditions of Contract for the Provision of Services

12.2 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 13, “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.

12.3 *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.

### 13. TERMINATION:

13.1 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 16 “Settlement of Disputes,” below, shall not be deemed to be a “cause” for or otherwise to be in itself a termination of the Contract.

13.2 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.

13.3 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:

13.3.1 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;

13.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

13.3.3 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;

13.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

13.3.5 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;

13.3.6 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;

13.3.7 complete performance of the work not terminated; *and,*

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- 13.3.8 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.
- 13.4 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.
- 13.5 The United Nations may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
- 13.5.1 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;
  - 13.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
  - 13.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
  - 13.5.4 a Receiver is appointed on account of the insolvency of the Contractor;
  - 13.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,
  - 13.5.6 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.
- 13.6 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 13.5, 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 13.5, above, and shall provide the United Nations with any information pertinent thereto.
- 13.7 The provisions of this Article 13 are without prejudice to any other rights or remedies of the United Nations under the Contract or otherwise.
14. **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.
15. **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.
16. **SETTLEMENT OF DISPUTES:**
- 16.1 **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



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United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.

- 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 16.1, 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.
17. **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.
18. **TAX EXEMPTION:**
- 18.1 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.
- 18.2 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.
19. **MODIFICATIONS:**
- 19.1 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.
- 19.2 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

## **Annex A – General Conditions of Contract for the Provision of Services**

have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 19.1, above.

- 19.3 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 19.1, above.

### **20. AUDITS AND INVESTIGATIONS:**

- 20.1 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.

- 20.2 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.

- 20.3 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.

### **21. LIMITATION ON ACTIONS:**

- 21.1 Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 16.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

- 21.2 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.

22. **ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 23 to 28 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.

23. **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

## Annex A – General Conditions of Contract for the Provision of Services

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.

24. **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.
25. **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.
26. **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.
27. **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.
28. **SEXUAL EXPLOITATION:**
  - 28.1 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.
  - 28.2 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.

## ANNEX D – TASK ORDER TEMPLATE

This Task Order is issued in accordance with the terms and conditions of the Long Term Agreement between the United Nations System Staff College and «SupplierName» (the Reference Contract)

### A. SUMMARY

<b>Reference:</b>	Contract between «SupplierName» and the United Nations System Staff College for the provision of services for the redesign of Mandatory Learning Pathway.
<b>Buyer:</b>	The United Nations System Staff College (UNSSC)
<b>Contractor:</b>	«SupplierName»
<b>Amount:</b>	[insert amount of the order]
<b>Purpose:</b>	[insert the scope]
<b>Annexes</b>	[list of annexes, if required]
<b>Deliverables:</b>	[list of deliverables]

The Contractor shall be fully responsible to administer the activities in accordance with the terms and conditions of the Reference Contract efficiently and effectively.

### B. BUDGET

The total budget for this Task Order is [budget amount] in accordance with the Annex C of the Reference Contract. More precisely, the budget is composed of:

[provide table if appropriate]

The UNSSC will not be responsible for any financial commitment or expenditure made by the Contractor in excess of the Budget for the Activities. The Contractor warrants that the budget is sufficient to carry out the Activities effectively and to the highest professional standards.

### C. MISCELLANEOUS

The provisions of the Reference Contract shall prevail if in contrast with the terms of this Task Order. The provision in this Task Order shall not modify, alter or affect the terms and conditions of the Reference Contract

### D. ENTRY INTO FORCE

This Task Order will be effective upon its signature by the authorized representatives of the Parties and cease to be in force upon completion of the Activities by the Contractor. This Task Order will cease to be in force upon termination of the Reference Contract.

**ANNEX D- TASK ORDER TEMPLATE**

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed and accepted the present Task Order, electronically.

Signed  
The Contractor

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Signed  
On behalf of the UNSSC<sup>1</sup>

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<sup>1</sup> UNSSC's signature may be omitted if the Task Order is annexed to a duly approved Purchase Order.

**Appendix A - TECHNICAL PROPOSAL FORM**

**REQUEST FOR PROPOSAL (RFP) n. UNSSC/2025/05**

**Provision of services for the support of preparatory work before ISO  
external audit**

TO: UNSSC  
Procurement Team  
Viale Maestri del Lavoro 10,10127 Turin, Italy

Dear Sir/Madam,

Having examined the Solicitation Document, the receipt of which we hereby duly acknowledged, we the undersigned offer to provide Services in accordance with your Request for Proposal RFP/UNSSC/2025/05 for the provision of services for the support of preparatory work before ISO external audit.

Our Proposal (Technical here below and Financial Proposals in Appendix B) shall remain valid for      days from the Proposal submission date.

We confirm that we have read and fully understood the terms and conditions of this RFP and its Annexes and Appendixes and we certify that we are ready, willing and able to perform the requisite services listed herein. We confirm acceptance of UN General Conditions of Contract (UNGCC) as per Annex D.

We are hereby submitting our Proposal in **a separate email and folders i.e. Email for the submission of Technical Proposal and Email for the submission of Financial Proposal to email address: [tenders@unssc.org](mailto:tenders@unssc.org)**.

We understand that UNSSC reserves the right to reject Proposals found not fully compliant with the Terms of Reference and/or incomplete.

Yours sincerely,

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Authorized Signature:

---

Name and Title of Signatory:

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Name of Firm:

---

Address:

---

Telephone Number/Email:

## TECHNICAL PROPOSAL

### **A1) for Individual Applicant / Freelancers:**

1. Provide a comprehensive **CV or a P11 form** (UN CV form) clearly identifying experience in the subject matter.

The P11 form can be found at (<http://www.unssc.org/home/sites/unssc.org/files/p11un.doc>).

2. Copy of **ISO 9001 Lead Auditor certification**.

### **A2) for Companies:**

1. Please provide a comprehensive company profile clearly identifying the experiences that demonstrate expertise in the subject matter, including:

- Company's name with business address;
- Year of establishment;
- Name of principal to contact, with title, telephone numbers and e-mail;
- Present offices and number of personnel at each;
- Company's size, longevity (number of years in business and number of years providing relevant services);
- Total number of employees and number of employees anticipated to be assigned to this contract;
- Specialization and expertise and any other pertinent information in such a manner that the proposal evaluator may reasonably formulate an opinion about the stability and financial strength of the organization;
- Corporate details of the subcontractor or partner/s company (if applicable);
- Joint Venture Agreement or Registration (if registered), (if applicable)

The vendor must also specify the scope and tasks to be undertaken by each of the parties, i.e., the Contractor itself and its subcontractors and/or partners, with regard to the terms and conditions of this Request for Proposals

2. Copy of **ISO 9001 Lead Auditor certification**.



B) Please provide a short description **of the proposed audit methodology including number of audit days, tentative timeline** for the certification and provisions for **remote audits** (if applicable).

C) Please provide CVs of proposed auditors, including qualifications, ISO 9001 Lead Auditor credentials, sector-specific experience, and language competence.

D) List of similar organizations certified in the last 3–5 years, with contact details for references.



**Appendix B – Financial Proposal Form**  
**(MUST BE SUBMITTED IN A SEPARATE EMAIL)**

**Provision of services for the support of preparatory work before ISO 9001:2015 external audit**

1. The Bidder is required to prepare the Financial Proposal following the below format and to be submitted via email in a SEPARATE EMAIL from the rest of the RFP as indicated in the Annex C to the RFP.
2. In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions outlined in this RFP document. The Financial Proposal shall be prepared in a format indicated hereunder. It shall list all costs associated with the assignment, “all inclusive” of overhead, profit and all direct or indirect costs (including salary, health, pension, insurance, cost of international/local communication, passport, visas, travel permits, vaccinations, administrative, etc.) required for the purpose of the service.
3. The Financial Proposal shall consist of a Summary of Costs, Price Component and a Contractual Component. **The UNSSC will not be responsible for errors** in reproducing the table. Commercial evaluation will include checking for arithmetical, multiplication and summation errors.
4. All costs associated with this assignment must be exclusive of all taxes. Bidder should state the currency of the financial proposal.
5. **Section A below provides the key pricing items and bidders are requested to breakdown the price further as deemed required.**

Description of Requirements	The Bidder's Response
Confirmation that you have read and accept the terms and conditions of the United Nations's Model Contract for the Provision of Services (See Annex D) and that any exception, qualifiers, disclaimers, etc., are clearly reflected in the proposals submitted. Such reservation(s) will be taken into account in the evaluation of your proposal.	Agreed / Disagreed
Confirmation that you have read and accept the terms and conditions of the United Nations General Conditions of Contract for the Provisions of Services (See Annex D) and that any exception, qualifiers, disclaimers, etc., are clearly reflected in the proposals submitted. Such reservation(s) will be taken into account in the evaluation of your proposal.	Agreed / Disagreed
Prices proposed under this Appendix B – Financial Proposal Form shall be fixed and will not fluctuate during the entire contract term.	Agreed / Disagreed
The UNSSC shall have no obligation to purchase any minimum quantities of services from the Contractor, and the UNSSC 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.	Agreed / Disagreed

Description of Requirements	The Bidder's Response
Validity of Offer (minimum 90 days):	Agreed / Disagreed
Currency Stated in:	

Bidder's Comments (if any):

**Table 1: Cost breakdown per deliverable/output**

Item No	Deliverables	Price (Lump Sum, All Inclusive)
1	Planning the Audit Schedule	[Bidder to insert price]
2	Planning the Process Audit	[Bidder to insert price]
3	Conducting the Audit	[Bidder to insert price]
4	Reporting on the Audit	[Bidder to insert price]
5	Follow-up on Issues or Improvements Found	[Bidder to insert price]
<b>Total financial proposal USD</b>		<b>[insert total lump sum price]</b>

**Table 2: Cost breakdown per component**

Bidders are requested to provide the daily rate for the above given prices based on the following format. UNSSC shall use the daily rate for the price reasonability assessment purposes as well as the calculation of price in the event that both parties agree to a contract amendment on the future. **The total cost in Table 2 should match the total cost in Table 1.**

Cost component	Number of days	Daily Rate	Total for the Period
<b>Project</b>			
Team Leader/Manager			
Staff 1			
Staff 2			
Staff ...			
<b>Total in USD</b>			

**List of subcontractors or suppliers**

Bidder must identify the names of all subcontractors/suppliers who will be providing good/services under this contract and the type of work being subcontracted, if applicable.

(A)           [Full legal name and address of subcontractors]

(B) \_\_\_\_\_

(C) \_\_\_\_\_

**List of connected legal entities**

Bidder must identify the names of all connected legal entities and their relation with the Bidder, if applicable.

(A) [Full legal name and address of connected legal entity, as well as relation to the Bidder]

(B) \_\_\_\_\_

(C) \_\_\_\_\_

I, the undersigned, certify that I am duly authorized by **[insert full name of Bidder]** to sign this Proposal and bind **[insert full name of Bidder]** should UNSSC accept this Proposal:

Name :  
\_\_\_\_\_

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

Date :  
\_\_\_\_\_

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