



Arrendamiento de bien inmueble para espacio de oficinas de UNODC Colombia en la ciudad de Bogotá

ANEXO A: TÉRMINOS DE REFERENCIA

A. CONTEXTO

La Oficina de las Naciones Unidas contra la Droga y el Delito (UNODC) trabaja con los Estados y la sociedad civil para prevenir que las drogas y el delito amenacen la seguridad, la paz y las oportunidades de desarrollo de los ciudadanos. Fomentando la actualización de mejores prácticas internacionales, los aportes consisten en: (1) generar conocimiento sobre la naturaleza, el alcance y las tendencias de la problemática de las drogas y el delito; (2) apoyar la implementación de las convenciones internacionales sobre la materia; (3) orientar políticas y estrategias nacionales de lucha contra las drogas y el delito; (4) desarrollar capacidades nacionales para enfrentar y prevenir la producción, el tráfico, el abuso de drogas y otras manifestaciones del crimen organizado. Con el fin de alcanzar sus objetivos, UNODC Colombia desarrolla una amplia gama de iniciativas, incluidos proyectos de desarrollo alternativo, la vigilancia de cultivos ilícitos y programas de prevención y justicia penal y, prevención del consumo de drogas.

B. REQUISITOS DEL INMUEBLE

UNODC requiere arrendar un bien inmueble para ubicar hasta doscientos (200) puestos de trabajo. El inmueble ofrecido por el Arrendador debe cumplir con los requisitos mínimos descritos a continuación:

No.	Requisito técnico		Criterios	Requisito de presentación de documentos
1.	Obligatorio	Ubicación del inmueble	Norte de la ciudad de Bogotá, en inmuebles ubicados dentro de los siguientes límites: al sur por la Calle 63 al norte por la Calle 127; al oriente por la Avenida Circunvalar (hasta la Calle 94) y por la Carrera 7ma (hasta la calle 127), según corresponda; y, al occidente por la Autopista Norte (hasta la calle 80), por la Carrera 15 (entre calle 80 y calle 72) y por la Carrera 13 (entre calle 72 y calle 63), según corresponda, sujeto a la evaluación de seguridad que realice el	Dirección completa del inmueble ofertado y plano de localización general y específica, incluidos predios y vías colindantes. Declaración del proponente de que los siguientes documentos están disponibles para su presentación, en caso de que UNODC los solicite para considerarlos para la adjudicación: <ul style="list-style-type: none">• Certificado de tradición y libertad del predio.



No.	Requisito técnico	Criterios	Requisito de presentación de documentos
		Departamento de Seguridad de las Naciones Unidas (UNDSS).	
2.		El bien inmueble debe encontrarse ubicado aproximadamente a 15 km de distancia de un hospital o clínica que pueda atender una emergencia médica, así como de los bomberos y la policía.	Dirección completa del inmueble ofertado que incluya mapa de la localización y señalización del inmueble.
3.		El bien inmueble debe tener rutas del Sistema Integrado de Transporte Público en un radio de máximo 1 km.	Dirección completa del inmueble ofertado que incluya mapa de la localización y señalización del inmueble.
4.		El área del inmueble debe tener como mínimo 2,000 m ² y máximo 2,400 m ² , área suficiente para ubicar hasta 200 puestos de trabajo. Dichos espacios, deberán ser accesibles para personas con movilidad reducida. Nota: UNODC cuenta con su propio mobiliario.	Planos arquitectónicos de distribución en planta del espacio propuesto. Plano aprobado por curaduría urbana.
5.	Espacio propuesto	El espacio ofertado debe contar con mínimo: una batería de baños para mujeres con 4 sanitarios y 4 lavamanos, una batería de baños para hombres con 2 sanitarios, 2 orinales y 4 lavamanos, una batería de baños para personas con movilidad reducida con 1 sanitario y 1 lavamanos. Las baterías deben estar situadas en un lugar accesible a todas las áreas. La distancia entre las áreas de trabajo y baños deberá ser de máximo 40 mts horizontales, y de un piso verticalmente.	Presentar plano arquitectónico de distribución donde se evidencie baterías sanitarias, aprobados por curaduría urbana. Plano aprobado por curaduría urbana.
6.		El espacio ofertado debe contar con área para ubicar dos salas de reuniones. Una de mínimo 40 m ² y otra de mínimo 11 m ² .	Presentar plano arquitectónico de distribución donde se evidencie la localización de los espacios propuestos. Plano aprobado por curaduría urbana.
7.		El espacio ofertado debe contar con uno o varios áreas que sumen en total mínimo 50 m ² para ubicar cuarto técnico de tecnología, con elementos activos y pasivos de comunicación y potencia eléctrica.	Presentar plano arquitectónico de distribución donde se evidencie la localización de los espacios propuestos. Plano aprobado por curaduría urbana.



No.	Requisito técnico	Criterios	Requisito de presentación de documentos	
8.		Debe contar con un espacio mínimo de 45 m ² para ubicar de una a cinco bodegas, para almacenar archivo activo e inactivo y consumibles.	Presentar plano arquitectónico de distribución donde se evidencie la localización de los espacios propuestos, aprobados por curaduría urbana.	
9.		Debe contar con un espacio de mínimo 3 m ² para ubicar un cafetín.	Presentar plano arquitectónico de distribución donde se evidencie la localización de los espacios propuestos. Plano aprobado por curaduría urbana.	
10.		Debe contar con un espacio de mínimo 3 m ² para ubicar un cuarto de lactancia.	Presentar plano arquitectónico de distribución donde se evidencie la localización de los espacios propuestos. Plano aprobado por curaduría urbana.	
11.		Debe contar con un espacio mínimo 3 m ² para ubicar copiadoras.	Presentar plano arquitectónico de distribución donde se evidencie la localización de los espacios propuestos. Plano aprobado por curaduría urbana.	
12.		Debe contar con un espacio mínimo 3 m ² para ubicar un cuarto de aseo para el lavado de elementos.	Presentar plano arquitectónico de distribución donde se evidencie la localización de los espacios propuestos. Plano aprobado por curaduría urbana.	
13.		Debe contar con mínimo 40 cupos de parqueadero para vehículos, 15 para motocicletas, y 30 para bicicletas; señalizados y demarcados según normatividad vigente. Dichos espacios pueden estar ubicados en varios pisos dentro de la misma edificación.	Presentar plano arquitectónico de distribución donde se evidencie la localización de los espacios propuestos. Plano aprobado por curaduría urbana.	
14.		Debe tener entre sus zonas comunes al menos una cafetería. La cafetería debe tener una capacidad mínima de 30 personas. Otras zonas comunes pueden ser cocina, cuarto de basuras y cuarto de reciclaje, etc.	Presentar plano arquitectónico de distribución donde se evidencie la localización de los espacios propuestos. Plano aprobado por curaduría urbana.	
15.		Seguridad	Debe ser de uso exclusivo de UNODC. Solo se compartirán zonas comunes con otros arrendatarios del mismo edificio.	Descripción del inmueble; planos arquitectónicos del inmueble, áreas colindantes y del área destinada a UNODC; fotos de las instalaciones ofertadas.
16.			Debe contar con sistema de control de acceso al edificio, con barrera	Fotos del sistema de control de acceso.



No.	Requisito técnico	Criterios	Requisito de presentación de documentos
		física para el ingreso.	
17.		Debe incluir servicios de seguridad 24/7 de las instalaciones, incluyendo CCTV.	Declaración por parte del arrendador que las instalaciones cuentan con CCTV y control de acceso. Si el servicio es tercerizado, adjuntar copia del contrato, si es interno, adjuntar las medidas de control y un diagrama de la localización de las cámaras.
18.		Acceso las 24 hrs. del día, los 365 días del año.	Declaración por parte del arrendador sobre la política de acceso al edificio.
19.		Póliza de seguro todo riesgo general que cubra entre otras cosas daños ocasionados por temblor e incendio.	Copia de la póliza de seguros otorgada por una compañía de seguros vigilada por la Superintendencia Financiera de Colombia y documento que acredite su vigencia.
20.		Plan de emergencias.	Proporcionar plan de emergencias vigente.
21.		Debe tener rutas de evacuación y salidas de emergencia.	Proporcionar planos y fotos de la señalización y de las escaleras de emergencia, en los que se evidencie el cumplimiento de norma NTC 1700.
22.		Red contra incendios. Alarma de incendios, sistemas automáticos de detección de incendios, hidrantes, gabinetes contraincendios, extintores, etc. Cuarto de bombas con: bomba sistema contra incendio, bombas agua potable. Tanques: Tanque de agua potable, tanque red contra incendios. Válvulas de agua potable. Para sótanos: sistema de extracción e inyección de aire, y pozos eyectores.	Planos arquitectónicos del sistema contra incendio que evidencie el cumplimiento de norma NTC 1700.
23.		Red apoyo eléctrico adicional. Planta eléctrica, con autonomía mínima de dos horas.	Especificaciones técnicas de la planta eléctrica.
24.	Condiciones del inmueble	Elementos estructurales y sismo resistencia.	Planos estructurales de la edificación en los que se evidencie el cumplimiento de la Norma Sismo Resistente (NSR-10).
25.		Debe contar con con acceso	Planos arquitectónicos de la



No.	Requisito técnico	Criterios	Requisito de presentación de documentos
26.		peatonal: escaleras, rampas y ascensores; y acceso vehicular.	edificación aprobados por curaduría urbana.
		El inmueble debe estar en buenas condiciones físicas, concebido y adecuado como espacio de oficina.	Descripción del inmueble; fotos de las instalaciones ofertadas. UNODC desea conocer de qué forma se entrega el inmueble y con qué instalaciones y equipo cuenta el mismo. El arrendatario desea confirmar el tipo de película con la que cuentan los cristales del edificio.
		El edificio debe contar con conexión eléctrica de voltaje mínimo 110V trifásica.	Declaración por parte del arrendatario sobre el voltaje de las conexiones eléctricas. Dar información específica respecto a dónde se entrega la energía eléctrica y si existen paneles instalados en el piso para su entrega con plano multifilar.
		Servicios públicos. Agua potable, de la red de acueducto y alcantarillado de Bogotá. Aguas negras. Electricidad: suministro de energía. Servicio de telefonía. Sistema de gas domiciliario.	Certificaciones y/o constancia de viabilidad de prestación del servicio, emitidas por cada una de las entidades o empresas prestadoras del servicio.
		Sistema de ventilación natural y/o artificial. Ventilación natural directa a través de ventanas, persianas y claraboyas o forzada mecánica de manera controlada por aire acondicionado en las áreas de trabajo. Iluminación natural sobre fachada.	Presentar planos arquitectónicos aprobados por curaduría urbana y de sistema de aire acondicionado, donde se evidencie la ventilación natural y/o artificial de los espacios propuestos.
		Pisos de tráfico pesado. No alfombra.	Fichas técnicas de los materiales usados o a usar.
		Techos con altura mínima de 3 mts.	Planos arquitectónicos de la edificación aprobados por curaduría urbana.
32.	Calidad del arrendador	El arrendador debe ser una persona jurídica.	Certificado de existencia y representación legal.
33.	Relación jurídica del arrendador	El arrendador debe ser el propietario del inmueble, o un tercero que cuente con facultades otorgadas mediante instrumento jurídico para la administración y disposición de la tenencia del	<ul style="list-style-type: none"> • Certificado de tradición y libertad del inmueble. • Cuando se trate de un tercero, instrumento jurídico que acredite la facultad de la administración de la tenencia



No.	Requisito técnico	Criterios	Requisito de presentación de documentos
		inmueble.	del inmueble.

C. REQUISITOS ADICIONALES

1. El arrendador debe aceptar todas las disposiciones del Contrato de Arrendamiento Modelo de las Naciones Unidas, incluidas las disposiciones contenidas en las Condiciones Generales de Contrato de Servicios de las Naciones Unidas (UNGCC). Se adjunta una copia del Modelo de Contrato de las Naciones Unidas (Anexo D) y el UNGCC (Anexo E) a este documento.
2. El Arrendador debe otorgar a UNODC, en su calidad de Arrendatario, el derecho de subarrendar todo o parte del espacio contratado a cualquier otra Agencia del Sistema de Naciones Unidas, debidamente acreditada en Colombia. Lo anterior sin necesitar previa autorización por parte del arrendador.
3. El Arrendador debe otorgar a UNODC el derecho de incluir el nombre y/o logotipo de las agencias en el directorio interno del inmueble. Asimismo, el Arrendador debe otorgar a UNODC la facultad de colgar accesorios, letreros, insignias o la bandera de las Naciones Unidas tanto en el interior como en el exterior del edificio de ser viable.

D. DURACION DEL CONTRATO DE ARRENDAMIENTO

El contrato de arrendamiento tendrá un periodo inicial de 12 meses, con la opción de ampliar el plazo, de acuerdo con las directrices de UNODC, por nueve (9) periodos adicionales, de doce (12) meses cada uno, dando un total de (10) diez años.

E. LUGAR DE DESTINO

El servicio de arrendamiento se solicita de acuerdo las zonas que se mencionan en la sección B. Alcance de trabajo > Requisito técnico > Obligatorio > Ubicación.

F. ÁMBITO DE LA PROPUESTA FINANCIERA Y CALENDARIO DE PAGOS

El pago del alquiler se realizará mensualmente.



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ANEXO B: FORMULARIO DE OFERTA TÉCNICA

IMPORTANTE

1. El oferente debe declarar en la columna (e) "Sí" o "No" en caso de que sus ofertas cumplan o no con los requisitos definidos en la sección I a continuación;
2. El oferente deberá presentar la información en el mismo orden que se solicita en este documento;
3. El oferente debe indicar en la columna (f) el número de página de su oferta donde se puede encontrar la documentación de respaldo relacionada con cada criterio;
4. La presentación de la documentación de respaldo identificada en la columna (d) de este documento junto con la oferta es un requisito obligatorio. Las ofertas que no cumplan con este requisito pueden ser descalificadas;
5. La presentación que carezca del nivel de detalle requerido se considerará incompleta y no se considerará para evaluación;
6. Criterios identificados en la Sección I - Requisitos mínimos. Las ofertas que no cumplan con alguno de estos criterios no pueden considerarse para adjudicación;
7. Los oferentes deberán llenar, firmar, y enviar una copia escaneada de este formulario junto con su oferta.

NOTA: **Cada licitante podrá ofrecer propuestas alternativas de distintos lugares/ubicaciones. Para ello se le solicita enumerar sus ofertas de la siguiente forma: Oferta técnica 1, Oferta técnica 2, etc.**



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Sección I – REQUISITOS MÍNIMOS					
Ref.	Criterio	Descripción del criterio	Documentación soporte	¿Cumple con el requisito? Si / No	Número de página de su oferta donde se puede encontrar la documentación soporte
(a)	(b)	(c)	(d)	(e)	(f)
1.	Ubicación	Norte de la ciudad de Bogotá, en inmuebles ubicados dentro de los siguientes límites: al sur por la Calle 63 al norte por la Calle 127; al oriente por la Avenida Circunvalar (hasta la Calle 94) y por la Carrera 7ma (hasta la calle 127), según corresponda; y, al occidente por la Autopista Norte (hasta la calle 80), por la Carrera 15 (entre calle 80 y calle 72) y por la Carrera 13 (entre calle 72 y calle 63), según corresponda., sujeto a la evaluación de seguridad que realice el Departamento de Seguridad de las Naciones Unidas (UNDSS).	<p>Dirección completa del inmueble ofertado y plano de localización general y específica, incluidos predios y vías colindantes.</p> <p>Declaración del proponente de que los siguientes documentos están disponibles para su presentación, en caso de que UNODC los solicite para considerarlos para la adjudicación:</p> <ul style="list-style-type: none"> Certificado de tradición y Libertad del predio. 	[Indicar]	[Indicar]
2.		El bien inmueble se debe encontrar ubicado aproximadamente a 15 km de distancia de un hospital o clínica que pueda atender una emergencia médica, así como de los bomberos y la policía.	Dirección completa del inmueble ofertado que incluya mapa de la localización y señalización del inmueble.	[Indicar]	[Indicar]
3.		El bien inmueble debe tener rutas del Sistema Integrado de Transporte Público en un radio de máximo 1 km.	Dirección completa del inmueble ofertado que incluya mapa de la localización y señalización del inmueble.	[Indicar]	[Indicar]
4.	Espacio propuesto	El área del inmueble debe tener comode mínimo 2,000 m ² y máximo 2,400 m ² , suficiente para ubicar hasta 200 puestos de trabajo. Dichos espacios, deberán ser accesibles para personas con movilidad reducida. UNODC cuenta con su propio	Planos arquitectónicos de distribución en planta del espacio propuesto. Plano aprobado por curaduría urbana.	[Indicar]	[Indicar]



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Sección I – REQUISITOS MÍNIMOS					
Ref.	Criterio	Descripción del criterio	Documentación soporte	¿Cumple con el requisito? Si / No	Número de página de su oferta donde se puede encontrar la documentación soporte
(a)	(b)	(c)	(d)	(e)	(f)
		mobiliario.			
5.		El espacio ofertado debe contar con mínimo: una batería de baños para mujeres con 4 sanitarios y 4 lavamanos, una batería de baños para hombres con 2 sanitarios, 2 orinales y 4 lavamanos, una batería de baños para personas con movilidad reducida con 1 sanitario y 1 lavamanos. Las baterías deben estar situadas en un lugar accesible a todas las áreas. La distancia entre las áreas de trabajo y baños deberá ser de máximo 40 mts horizontales, y de un piso verticalmente.	Presentar plano arquitectónico de distribución donde se evidencie baterías sanitarias, aprobados por curaduría urbana. Plano aprobado por curaduría urbana.	[Indicar]	[Indicar]
6.		El espacio ofertado debe contar con área para ubicar dos salas de reuniones. Una de mínimo 40 m ² y otra de mínimo 11 m ² .	Presentar plano arquitectónico de distribución donde se evidencie la localización de los espacios propuestos. Plano aprobado por curaduría urbana.	[Indicar]	[Indicar]
7.		El espacio ofertado debe contar con una o varios áreas que sumen en total mínimo 50 m ² para ubicar cuarto técnico de tecnología, con elementos activos y pasivos de comunicación y potencia eléctrica.	Presentar plano arquitectónico de distribución donde se evidencie la localización de los espacios propuestos. Plano aprobado por curaduría urbana.	[Indicar]	[Indicar]
8.		Debe contar con un espacio mínimo de 45 m ² para ubicar de una a cinco bodegas, para almacenar archivo activo e inactivo y consumibles.	Presentar plano arquitectónico de distribución donde se evidencie la localización de los espacios propuestos, aprobados por curaduría urbana.	[Indicar]	[Indicar]
9.		Debe contar con un espacio mínimo de 3 m ²	Presentar plano arquitectónico	[Indicar]	[Indicar]



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Sección I – REQUISITOS MÍNIMOS					
Ref.	Criterio	Descripción del criterio	Documentación soporte	¿Cumple con el requisito? Si / No	Número de página de su oferta donde se puede encontrar la documentación soporte
(a)	(b)	(c)	(d)	(e)	(f)
		para ubicar un cafetín.	de distribución donde se evidencie la localización de los espacios propuestos. Plano aprobado por curaduría urbana.		
10.		Debe contar con un espacio mínimo de 3 m ² para ubicar un cuarto de lactancia.	Presentar plano arquitectónico de distribución donde se evidencie la localización de los espacios propuestos. Plano aprobado por curaduría urbana.	[Indicar]	[Indicar]
11.		Debe contar con un espacio mínimo de 3 m ² para ubicar copiadoras.	Presentar plano arquitectónico de distribución donde se evidencie la localización de los espacios propuestos. Plano aprobado por curaduría urbana.	[Indicar]	[Indicar]
12.		Debe contar con un espacio mínimo de 3 m ² para ubicar un cuarto de aseo para el lavado de elementos.	Presentar plano arquitectónico de distribución donde se evidencie la localización de los espacios propuestos. Plano aprobado por curaduría urbana.	[Indicar]	[Indicar]
13.		Debe contar con mínimo 40 cupos de parqueadero para vehículos, 15 para motocicletas, 30 para bicicletas; señalizados y demarcados según normatividad vigente. Dichos espacios pueden estar ubicados en varios pisos dentro de la misma edificación.	Presentar plano arquitectónico de distribución donde se evidencie la localización de los espacios propuestos. Plano aprobado por curaduría urbana.	[Indicar]	[Indicar]
14.		Debe tener entre sus zonas comunes al menos una cafetería. La cafetería debe tener una capacidad mínima de 30 personas. Otras zonas comunes pueden ser cocina, cuarto de basuras	Presentar plano arquitectónico de distribución donde se evidencie la localización de los espacios propuestos. Plano	[Indicar]	[Indicar]



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Sección I – REQUISITOS MÍNIMOS					
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(a)	(b)	(c)	(d)	(e)	(f)
		y cuarto de reciclaje, etc.	aprobado por curaduría urbana.		
15.	Seguridad	Debe ser de uso exclusivo de UNODC. Solo se compartirán zonas comunes con otros arrendatarios del mismo edificio.	Descripción del inmueble; planos arquitectónicos del inmueble, áreas colindantes y del área destinada a UNODC; fotos de las instalaciones ofertadas.	[Indicar]	[Indicar]
16.		Debe contar con sistema de control de acceso con barrera física para el ingreso.	Fotos del sistema de control de acceso.	[Indicar]	[Indicar]
17.		Debe incluir servicios de seguridad 24/7 de las instalaciones incluyendo CCTV.	Declaración por parte del arrendador que las instalaciones cuentan con CCTV y control de acceso. Si el servicio es tercerizado, adjuntar copia del contrato, si es interno, adjuntar las medidas de control y un diagrama de la localización de las cámaras.	[Indicar]	[Indicar]
18.		Acceso las 24 hrs. del día, los 365 días del año.	Declaración por parte del arrendador sobre la política de acceso al edificio.	[Indicar]	[Indicar]
19.		Póliza de seguro general que cubra entre otras cosas daños ocasionados por temblor e incendio.	Copia de la póliza de seguros otorgada por una compañía de seguros vigilada por la Superintendencia Financiera de Colombia y documento que acredite su vigencia.	[Indicar]	[Indicar]
20.		Plan de emergencias.	Proporcionar plan de emergencias vigente.	[Indicar]	[Indicar]
21.		Debe tener rutas de evacuación y salidas de	Proporcionar planos y fotos de la	[Indicar]	[Indicar]



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(a)	(b)	(c)	(d)	(e)	(f)
		emergencia.	señalización y de las escaleras de emergencia, en los que se evidencie el cumplimiento de norma NTC 1700.		
22.		Red contra incendios. Alarma de incendios, sistemas automáticos de detección de incendios, hidrantes, gabinetes contraincendios, extintores, etc. Cuarto de bombas con: bomba sistema contra incendio, bombas agua potable. Tanques: Tanque de agua potable, tanque red contra incendios. Válvulas de agua potable. Para sótanos: sistema de extracción e inyección de aire, y pozos eyectores.	Planos arquitectónicos del sistema contra incendio que evidencie el cumplimiento de norma NTC 1700.	[Indicar]	[Indicar]
23.		Red apoyo eléctrico adicional. Planta eléctrica, con autonomía mínima de dos horas.	Especificaciones técnicas de la planta eléctrica.		
24.	Condiciones del inmueble	Elementos estructurales y sismo resistencia.	Planos estructurales de la edificación en los que se evidencie el cumplimiento de la Norma Sismo Resistente (NSR-10).	[Indicar]	[Indicar]
25.		Debe contar con acceso peatonal: escaleras, rampas y ascensores; y acceso vehicular.	Planos arquitectónicos de la edificación aprobados por curaduría urbana.	[Indicar]	[Indicar]
26.		El inmueble debe estar en buenas condiciones físicas, concebido y adecuado como espacio de oficina.	Descripción del inmueble; fotos completas de las instalaciones ofertadas. UNODC desea conocer de qué forma se entrega el inmueble y con qué instalaciones/equipo cuenta el	[Indicar]	[Indicar]



Sección I – REQUISITOS MÍNIMOS					
Ref.	Criterio	Descripción del criterio	Documentación soporte	¿Cumple con el requisito? Si / No	Número de página de su oferta donde se puede encontrar la documentación soporte
(a)	(b)	(c)	(d)	(e)	(f)
			mismo. El arrendatario desea confirmar el tipo de película con la que cuentan los cristales del edificio.		
27.		El edificio debe contar con conexión eléctrica de voltaje mínimo 110V trifásica.	Declaración por parte del arrendatario sobre el voltaje de las conexiones eléctricas. Dar información específica respecto a dónde se entrega la energía eléctrica y si existen paneles instalados en el piso para su entrega con plano multifilar.	[Indicar]	[Indicar]
28.		Servicios públicos. Agua potable, de la red de acueducto y alcantarillado de Bogotá. Aguas negras. Electricidad: suministro de energía. Servicio de telefonía. Sistema de gas domiciliario.	Certificaciones y/o constancia de viabilidad de prestación del servicio, emitidas por cada una de las entidades o empresas prestadoras del servicio.	[Indicar]	[Indicar]
29.		Sistema de ventilación natural y/o artificial. Ventilación natural directa a través de ventanas, persianas y claraboyas o forzada mecánica de manera controlada por aire acondicionado en las áreas de trabajo. Iluminación natural sobre fachada.	Presentar planos arquitectónicos aprobados por curaduría urbana y de sistema de aire acondicionado, donde se evidencie la ventilación natural y/o artificial de los espacios propuestos.	[Indicar]	[Indicar]
30.		Pisos de tráfico pesado. No alfombra.	Fichas técnicas de los materiales usados o a usar.	[Indicar]	[Indicar]
31.		Techos con altura mínima de 3 mts.	Planos arquitectónicos de la edificación aprobados por curaduría urbana.	[Indicar]	[Indicar]



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Sección I – REQUISITOS MÍNIMOS					
Ref.	Criterio	Descripción del criterio	Documentación soporte	¿Cumple con el requisito? Si / No	Número de página de su oferta donde se puede encontrar la documentación soporte
(a)	(b)	(c)	(d)	(e)	(f)
32.	Calidad del arrendador	El arrendador debe ser una persona jurídica.	Certificado de existencia y representación legal.	[Indicar]	[Indicar]
33.	Relación jurídica del arrendador	El arrendador debe ser el propietario del inmueble, o un tercero que cuente con facultades otorgadas mediante instrumento jurídico para la administración y disposición de la tenencia del inmueble.	<ul style="list-style-type: none">• Certificado de tradición y libertad del inmueble.• Cuando se trate de un tercero, instrumento jurídico que acredite la facultad de la administración de la tenencia del inmueble.	[Indicar]	[Indicar]



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ANEXO C: FORMULARIO DE OFERTA FINANCIERA

CONTRATACIÓN DE SERVICIO DE ARRIENDO PARA EL FUNCIONAMIENTO DE LA OFICINA DE LAS NACIONES UNIDAS CONTRA LA DROGA Y EL DELITO EN COLOMBIA

IMPORTANTE:

1. Los precios unitarios cotizados por parte de los oferentes deben incluir el IVA en una fila separada.
2. Los proveedores no podrán modificar los precios unitarios después de la presentación de la oferta.
3. Los precios unitarios cotizados por parte de los oferentes deberán ser fijos por toda la duración inicial del contrato, es decir para los primeros doce (12) meses desde la fecha de entrada en vigencia del contrato.
4. Cualquier aumento en el canon de arrendamiento debe ser calculado por el oferente y se debe tener en cuenta en las tarifas mensuales citadas durante toda la duración del contrato. Tales aumentos pueden explicarse por las variaciones en el Índice de Precios al Consumidor (IPC) certificado por el DANE.
5. Los oferentes deben cotizar el valor de la administración.
6. El pago se hará a través de transferencia bancaria y el oferente será responsable de la tarifa de pago que el banco receptor pueda cobrar.
7. Los oferentes deberán llenar, firmar y devolver una copia escaneada de este Anexo junto con su oferta.
8. En caso de presentación de ofertas múltiples, los licitantes deben presentar una Parte III - Tabla de precios totalmente completa y firmada para cada oferta presentada.



Tabla 1.

Requerimiento	Criterio	Descripción del servicio	Número de metros cuadrados ofrecidos	Canon mensual año 1 (COP)	Canon mensual año 2 (COP)	Canon mensual año 3 (COP)	Canon mensual año 4 (COP)	Canon mensual año 5 (COP)	Canon mensual año 6 a 10 (COP)
Canon mensual	El canon mensual debe incluir la provisión de todos los requisitos obligatorios detallados en los términos de referencia de la Parte I.	[Favor de Incluir una descripción de los espacios ofrecidos, su ubicación, dirección física, número de edificio, número de piso, etc.]	[Indicar]	[Indicar]	[Indicar]	[Indicar]	[Indicar]	[Indicar]	[Indicar]
Valor mensual administración	La tarifa mensual.	[Favor de Incluir una descripción de los servicios proporcionados]	[Indicar]	[Indicar]	[Indicar]	[Indicar]	[Indicar]	[Indicar]	[Indicar]
			IVA	[Indicar]	[Indicar]	[Indicar]	[Indicar]	[Indicar]	[Indicar]
			Costo mensual total (COP)	[Indicar]	[Indicar]	[Indicar]	[Indicar]	[Indicar]	[Indicar]



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Descripción del requisito	<i>(Esta parte debe ser completada por el oferente)</i>
Moneda	[Indicar]
Disponibilidad de las instalaciones ofrecidas / Primera fecha de mudanza disponible.	[Indicar]
Confirmación de aceptación de todas las condiciones del Contrato Modelo para contratos de arrendamiento (adjunto como Anexo D de este documento).	[Indicar]
Confirmación de aceptación de todas las Condiciones de Generales del Contrato de las Naciones Unidas (adjunto como Anexo E de este documento).	[Indicar]
Aceptación de las condiciones de pago definidas en el párrafo H de la PARTE I – DECLARACIÓN DE REQUISITOS del documento.	[Indicar]
Periodo de validez de la oferta	120 días
Nombre del oferente	[Indicar]
Nombre del Representante Legal del oferente	[Indicar]
Número en UNGM	[Indicar]
Firma del Representante Legal	[Indicar]
Fecha	[Indicar]
Sello	[Indicar]



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ANEXO D: MODELO DE CONTRATO

LEASE
Between
[]
and
UNITED NATIONS

THIS LEASE, made and entered into this _____ day of _____ 20____ by and between _____ whose address is _____ (hereafter "the Lessor"), and UNITED NATIONS, an international intergovernmental organization established by its member states pursuant to the Charter of the United Nations (hereafter the "United Nations" or "the UN"), represented by United Nations Office at Vienna on behalf of the United Nations Office on Drugs and Crime (hereafter "UNODC") having its headquarters at Vienna International Centre, Wagramer Strasse 5, 1400 Vienna, Austria. The Lessor and the UN are hereafter collectively referred to as "the Parties", and each individually as a "Party".

WITNESSETH:

In consideration of the mutual covenants and undertakings herein set forth, the Parties hereby agree as follows:

1. Demised Premises

- (a) The Lessor hereby leases to the UN, and the UN rents from the Lessor, the [*land and buildings*], known as _____, located at _____ in the city of _____, which said [*land and buildings*] (hereafter the "Demised Premises") are more fully described in Annex [A] of this Lease [*and shown on the plan annexed hereto as Exhibit [1]*].
- (b) Prior to the execution of this Lease, the Parties undertook a joint inspection of the Demised Premises and set forth in a report (hereafter the "Condition Report") the description of the condition of the Demised Premises and any damage to or defects in the Demised Premises, or fixtures and appurtenances therein, identified during such inspection, which said Condition Report, duly signed by the Parties is attached as Annex B hereto. If the Demised Premises are made available to the UN for occupancy after the date of execution of this Lease, the Condition Report shall be amended, at the request of the UN, to reflect any change in the condition of the Demised Premises and any further damage to or defects in the Demised Premises or fixtures and appurtenances therein as at the date the UN first occupies the Demised Premises. Such Condition Report shall not relieve the Lessor of its obligations under this Lease, including its obligation to rectify any such damage or defects.



2. Entry into Effect and Term

- (a) This Lease shall enter into effect on the date of signature, if this Lease is signed by the Parties on the same date, or on the latest day of signature if this Lease is signed by the Parties on different dates.
- (b) This Lease shall be for a term of ___ beginning on _____ and ending on _____, or on such earlier date as this Lease may terminate as herein provided.

3. Extension

The UN shall have the right, at its sole option, to extend the term of this Lease for nine (9) additional period of 12 months each upon the same terms and conditions as set out herein. The UN may exercise this option by providing a minimum of thirty (30) days notice in writing to the Lessor before the expiration of the initial term. *[Such additional period may, in turn, be further extended at the sole option of the UN in accordance with this Article 3 below].*

4. Rent

The UN shall pay the Lessor for the Demised Premises the rent of _____ for each full month of the term of this Lease. Such rent shall be payable within *[seven (7)]* days after the end of the calendar month to which the rent payment pertains. In the event the UN's use and occupancy of the Demised Premises is for less than a full month, the monthly rent shall be pro-rated.

5. Use

The Demised Premises may be used by the UN as *[executive and general offices and uses ancillary thereto reasonably required by the UN in its general operations (including word processing, data processing, storage, eating rooms, food warmers/coolers and mailrooms) as well as such other legally permitted uses provided that such uses are part of the UN's general operations.]*

6. Quiet Possession

The Lessor warrants that the Demised Premises may lawfully be used for the purposes set forth in this Lease and agrees that the UN shall peaceably and quietly have, hold and enjoy the Demised Premises for the term of this Lease without any unlawful interruption or disturbance.



7. Services

The Lessor shall provide [*at no additional cost to the UN,*] the services and utilities described in Annex C hereto (hereafter the “Services”).

8. Maintenance and Repair

- (a) The Lessor shall maintain the Demised Premises, including, without limitation, all foundations, pillars, beams, floors, roofs, terraces, walls and other structural parts, all access ways, roads, sidewalks, entrances, external and internal common areas (including, without limitation, carparks, grounds, gardens, halls, corridors, elevators and stairways), all window and door casings, all sewers, drains, gutters, all building systems (including, without limitation, all heating, cooling and air conditioning equipment, elevators, boilers, plumbing and electrical systems and other plant and equipment), and all washrooms and toilets, in good repair and tenantable condition, including, without limitation, repainting and repairing the external and internal parts of the Demised Premises at intervals of not less than [_____] years and [_____] years, respectively, or earlier if their condition so warrants.
- (b) In addition to its obligation to maintain and repair in Article 8(a) above, the Lessor shall ensure that all access ways, roads, sidewalks, entrances and common areas (including, without limitation, carparks, grounds, gardens, halls, corridors and stairways) in, around or leading to the Demised Premises are at all times properly tended and kept clear of any obstruction, debris, or rubbish [*and free of ice or snow*] and shall accept all liability in connection therewith.
- (c) The Lessor shall have the right, upon reasonable prior notice in writing to the UN, and at reasonable times, to enter upon the Demised Premises for the purpose of inspecting and carrying out the above-mentioned maintenance and repairs, and may enter the Demised Premises forthwith whenever reasonably necessary to make emergency repairs provided that, in the event that advance notice is not possible, the Lessor shall promptly notify the UN after the fact when Lessor has entered the Demised Premises for such emergency repairs. All such work shall be carried out with minimal disruption to the UN. In the event that the Lessor fails to carry out any of its maintenance or repair work with reasonable diligence or such work causes a material disruption to the UN’s activities at the Demised Premises, the UN shall have the right to a proportionate reduction of the rent until such time that such maintenance or repair work has been completed.
- (d) Upon request by the UN, the Lessor shall provide the UN with the certificate(s) of maintenance and certificate(s) of inspection for any elevators [*and/or other items of building plant or equipment*] serving the Demised Premises from the appropriate regulatory authorities responsible for overseeing same.
- (e) The UN shall take reasonable care of the Demised Premises and the fixtures and appurtenances therein. The UN shall be responsible for minor repairs and routine maintenance arising from its occupation and use of the Demised Premises. Such minor repairs include the routine repair of locks, windows, doors,



floors, fittings, appurtenances and sanitary ware. The UN shall not be responsible for: (i) reasonable wear and tear; (ii) obsolescence; (iii) damage by the elements or circumstances over which the UN has no control; (iv) damage caused by, or resulting from, any acts or omissions of the Lessor, its employees, officers, agents, or sub-contractors; or (v) damages or defects set out in the Condition Report described in Article 1(b) above.

9. Alterations

- (a) The UN, with advance written notice to the Lessor, shall have the right to make minor alterations in or upon the Demised Premises, including, without limitation, to attach fixtures, signs, insignia or flag staffs, to erect minor or non-permanent structures (including containers) and to install air conditioning units, computer wiring, satellite equipment, telephone lines and electrical outlets *[provided that such minor alterations do not affect the structural integrity of the Demised Premises, as determined by the Lessor in its reasonable discretion.]* Such alterations, fixtures, signs, insignia, flagstaff, additions or structures so placed in, upon or attached to the Demised Premises shall be and shall remain the property of the UN and may be removed by the UN prior to, or within a reasonable time after the expiration or termination of this Lease. Notwithstanding anything to the contrary herein, the UN shall be under no obligation to remove any such alterations, fixtures, signs, insignia, flagstaff, additions, structures or equipment or to restore the Demised Premises to the state and condition existing prior to the carrying out of such alterations, fixtures, signs, insignia, flagstaff, additions, structures or equipment.
- (b) The UN shall have the right to make major alterations, additions or renovations to the Demised Premises with the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed. The UN shall be under no obligation to remove any major alterations, additions or renovations made to the Demised Premises or to restore the Demised Premises to the state and condition existing prior to the carrying out of such major alterations, additions or renovations. *[To the extent that any major alterations, additions or renovations carried out by the UN constitute improvements to the Demised Premises, the fair market value of such improvements shall be amortized and offset against the monthly rent payable during the remaining unexpired term of this Lease. The fair market value of any improvements and the amount to be offset against the monthly rent shall be agreed between the Parties in writing and reflected in a modification of this Lease in accordance with Article 26 hereof.]*
- (c) *[Notwithstanding the provisions of Article 9 above, the UN shall have the right, at its sole option, and without the need for the Lessor's consent, to make any alterations in or to the Demised Premises required by the UN Minimum Operating Safety and Security standards (hereafter "MOSS") then obtaining.]*



10. Return of Demised Premises

- (a) Upon the expiration or termination of this Lease, the UN shall quit and surrender the Demised Premises to the Lessor, in accordance with the terms set forth in the Lease.
- (b) Prior to the expiration or termination of this Lease, or within a reasonable time thereafter, the Parties shall undertake a joint inspection of the Demised Premises and set forth in a report (hereafter the "Handover Report") the description of the condition of the Demised Premises and any damage, defects, alterations and improvements to the Demised Premises, or fixtures and appurtenances therein, identified during such inspection, which said Handover Report shall be duly signed by the Parties.

11. Assignment and Subletting

The UN shall have the right to assign or sublet the Demised Premises or any part thereof to any UN fund and programme, UN specialized agency, or any other entity of the UN system. Except as provided in the immediately preceding sentence, the UN shall not transfer, assign or sublet the Demised Premises or any part thereof without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

12. Damage to the Demised Premises

- (a) Should the Demised Premises be totally destroyed, or rendered unfit for further tenancy or use by the UN, as reasonably determined by the UN, the UN shall be entitled to terminate this Lease immediately upon the giving of notice that it has so determined. In any event, no rent shall accrue to the Lessor from the date of the destruction or damage.
- (b) Should the Demised Premises be partially destroyed or damaged, or rendered wholly or partially unfit for further tenancy or use by the UN, or rendered wholly or partially inaccessible, as reasonably determined by the UN, the UN shall be entitled to terminate this Lease, in whole or in part, by giving not less than [thirty (30)] days' notice in writing to the Lessor. In the event that the UN elects to remain in the Demised Premises, it shall have the right to a proportionate rebate or reduction of the rent. In such circumstances, the Lessor shall promptly undertake all necessary repairs or, if the Lessor fails to commence or to complete such repairs within a reasonable time, the UN shall be entitled to repair and restore the Demised Premises and to offset the expenses incurred in carrying out such repairs against the rent.

13. Interruption of Services

In the event of interruption or curtailment, whether due to strikes, mechanical difficulties or other causes, of any Service provided or required to be provided by the Lessor, the Lessor shall take such measures as may be necessary to restore the Service without undue delay. The UN shall have the right to a proportionate



abatement of rent during the period of such interruption or curtailment.

14. Compliance with Laws

The Lessor shall comply with all present and future laws, orders, ordinances, rules and regulations bearing upon the performance of its obligations under this Lease. In addition, the Lessor shall, at its own expense, ensure that the Demised Premises remain safe, free of hazardous materials and fully comply with all present and future laws, orders, ordinances, rules and regulations of all federal, state or local authorities, including, but not limited to building codes, environmental regulations, safety and fire safety regulations (hereafter “Applicable Law”) throughout the term of this Lease. The foregoing shall be verified by and at the expense of the Lessor, by means of regular inspections by the appropriate authorities.

15. Responsibility for Taxes

- (a) The Lessor shall be solely responsible for the payment of all taxes and for any other charges of a public nature which are or may be assessed in the future in respect of the Demised Premises including, but not limited to, any real property tax, leasehold tax or direct or indirect taxes on rental revenues.
- (b) The Lessor shall be responsible for all stamp duties, taxes or levies on this Lease.

16. Responsibility for Personnel

- (a) The Lessor shall ensure that the Lessor’s employees, personnel, servants, agents and sub-contractors performing services under this Lease shall comply with all local laws, be professionally and technically competent, reliable and conform to a high standard of moral and ethical conduct. The Lessor shall also ensure that any such personnel having access to the Demised Premises or the technological communications and equipment affecting the Demised Premises comply with UN security requirements as communicated to the Lessor by the UN, including without limitation, security screening and the display of identification.
- (b) The UN may, at any time, request in writing, the withdrawal or replacement of any of the Lessor’s employees, personnel, servants, agents and sub-contractors performing services under this Lease and compliance with such request shall not be unreasonably withheld or delayed by the Lessor.
- (c) Notwithstanding the foregoing, the Lessor shall have the legal status of an independent contractor *vis-à-vis* the UN. The Lessor’s employees, personnel, servants, agents and sub-contractors shall not be considered in any respect as being the employees or agents of the UN and such personnel shall remain the sole responsibility of the Lessor. The Lessor shall also be solely responsible for all claims arising out of or relating to its employment or engagement of such personnel or entities.



17. Lessor Warranties

- (a) The Lessor warrants that, at the time of execution of this Lease: (i) the Lessor is the owner of the Demised Premises and is legally entitled to enter into this Lease and to receive the rent and other payments stipulated herein; and (ii) the Demised Premises are free of any and all claims, encumbrances, liens, titles or rights and interests of third parties, including any mortgages.
- (b) The Lessor warrants that, at the time of execution of this Lease, the Demised Premises are safe for use for the purposes described in Article 5 hereof, free from hazardous materials and fully comply with Applicable Law.

18. No Assignment by Lessor

- (a) The Lessor shall not assign, transfer, pledge or make other disposition of this Lease or any part thereof or the Demised Premises (or any part thereof), or any of its rights, claims or obligations under this Lease except with the prior written consent of the UN.
- (b) The Lessor 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 UN against any monies due or to become due for any work done or services provided under this Lease, or by reason of any other claim or demand against the Lessor.

19. Insurance

- (a) The Lessor shall, throughout the term of this Lease and any extension thereof, at its own cost and expense, obtain and maintain in full force and effect the following insurance coverage with the following minimum limits of liability:
 - i. A policy of comprehensive “all risk” property insurance covering the Demised Premises in an amount equal to its full replacement value;
 - ii. A policy of political violence and terrorism insurance covering the Demised Premises for war, revolution, civil unrest, rioting, public strikes, armed uprising, insurrection, terrorism, sabotage, acts of malice or other political violence covering the Demised Premises in an amount equal to its full replacement value;
 - iii. Public liability insurance for the Demised Premises to cover, at a minimum, claims for death or personal injury and loss of or damage to property of any kind arising in connection with the performance of this Lease, including without limitation any damage or harm arising from the acts or omissions of any employee, personnel, servant, agent or sub-contractor of the Lessor, in a minimum amount of liability coverage of US Dollars [(US\$)] for each and every occurrence; and



- iv. Worker compensation insurance and employer liability insurance, or their equivalent, in respect of, and in an amount sufficient to cover any and all claims for death, personal injury and disability by any and all employees, personnel, servants or agents of the Lessor performing services in connection with this Lease.
- (b) For those risks for which the Lessor is obligated to procure insurance, the Lessor's insurance policies shall cover the acts, errors or omissions of the Lessor's sub-contractors.
- (c) All such insurance policies shall be issued by an insurance company of good standing and acceptable to the UN.
- (d) The Lessor shall ensure that each insurance policy (except under worker compensation and employers liability insurance) names the UN as an additional insured, includes a cross-liability clause and provides for a waiver of subrogation of the Lessor's insurance carrier's rights against the UN. Each insurance policy shall provide for response on a primary and non-contributing basis with respect to any other insurance that may be available to the UN. The Lessor shall be responsible for all policy deductibles or retentions. Each insurance policy shall also provide that the UN shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- (e) At or prior to the first day of the lease term and, thereafter, at the request of the UN, the Lessor shall provide the UN with copies of all such insurance policies, together with written proof that such policies remain current and in effect throughout the term of this Lease and any extension thereof.
- (f) The Lessor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in this Lease, nor the amount of such insurance, shall in any way be construed as limiting the Lessor's liability arising under or relating to this Lease.
- (g) The UN shall be responsible for its own property, equipment and furnishings and of that of its employees in the Demised Premises. The Lessor acknowledges and agrees that the UN may insure or self-insure against such risks.

20. Liability and Indemnity

- (a) The Lessor shall indemnify, hold and save harmless, and defend, at its sole expense, the UN, its officials, agents, and employees, from and against all suits, proceedings, claims, demands, losses and liability of any nature or kind brought against the UN, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:
 - i. The occupation or use of the Demised Premises by the UN, including, without limitation, claims by any third party professing ownership of, or any other rights of whatever nature in, any or all parts of the Demised Premises;



- ii. All acts or omissions of the Lessor, or of the Lessor's employees, personnel, agents or sub-contractors, in the performance of this Lease including, without limitation, claims by any third party for personal injury, loss, illness, death or damage to their property occurring on or about the Demised Premises and attributable to the acts or omissions of the Lessor or of the Lessor's employees, officers, agents, or sub-contractors;
 - iii. Claims or liability in the nature of workers' compensation claims and employer liability claims arising in respect of any employees, personnel, or agents of the Lessor or its sub-contractors;
 - iv. The default by the Lessor in the keeping, observance or performance of any provision of any of its obligations under the Lease; or,
 - v. The breach by the Lessor of any of its representations, warranties or covenants under the Lease.
- (b) In addition to the indemnity obligations set forth in this Article 20, the Lessor shall be obligated, at its sole expense, to defend the UN and its officials, agents and employees, pursuant to this Article 20, regardless of whether the suits, proceedings, claims and demands in question give rise to or otherwise result in any loss or liability.
- (c) The Lessor's obligations under this Article 20 shall not lapse upon termination of this Lease.
- (d) The UN shall be responsible for dealing with any claims by third parties for personal injury, loss, illness, death or damage to their property arising from its occupation and use of the Demised Premises and attributable to the negligence of the UN or of its servants or agents. The Lessor acknowledges and agrees that the UN may insure or self-insure against such risks.

21. Termination

- (a) In the event the Lessor fails to substantially fulfil any of the terms of this Lease, including, without limitation, the Services referred to in Article 7 hereof, and such failure continues for a period of thirty (30) days following the delivery by the UN to the Lessor of notice of such failure, the UN shall have the right either to: (i) terminate this Lease forthwith upon notice in writing to the Lessor; or (ii) take, at the Lessor's cost and expense, any other measures which it may deem necessary to establish the conditions contemplated by this Lease.
- (b) The UN may terminate this Lease (either in whole or in part) by providing not less than [thirty (30)] days' notice in writing to the Lessor in any case in which:
- i. the mandate, or the funding of UNODC is curtailed or terminated, either in whole or in part;
or
 - ii. the Demised Premises no longer comply with the UN Minimum Operating Safety and Security Standards (MOSS) then obtaining.



- (c) The UN may terminate this Lease (either in whole or in part) for convenience and without having to provide any justification therefore by providing not less than *sixty (60)* days' notice in writing to the Lessor.
- (d) The United Nations may terminate the Lease forthwith upon notice in writing to the Lessor in any case in which:
 - i. the Lessor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies to be declared insolvent or for a moratorium or stay on any payment;
 - ii. the Lessor makes an assignment for the benefit of one or more of its creditors or has a receiver appointed or offers a settlement in lieu of bankruptcy or receivership; or
 - iii. the UN reasonably determines that the Lessor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Lessor to perform any of its obligations under this Lease.
- (e) The Lessor shall immediately inform the UN in writing of the occurrence of any of the events specified in Article 21(d), above, and shall provide the UN with any information pertinent thereto.
- (f) The UN shall not be liable to the Lessor for any rent after the date of termination of this Lease. In the event of a partial termination of the Lease, the rent shall be pro-rated.
- (g) The provisions of this Article 21 are without prejudice to any other rights or remedies of the UN under the Lease or otherwise.

22. Settlement of Disputes

- (a) **Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Lease 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 of the United Nations Commission on International Trade Law ("UNCITRAL") then obtaining, or according to such other procedure as may be agreed between the Parties in writing.
- (b) **Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Lease or the breach, termination, or invalidity thereof, unless settled amicably under Article 22(a), 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 Lease, order the termination of the Lease, 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 Lease, 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 Lease, 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. In light of the privileges and immunities of the United Nations, references in the UNCITRAL Arbitration Rules to the place of arbitration shall connote only the location for the arbitral proceedings but shall not mean the “seat” or “juridical seat” or “juridical place” for such proceeding.

23. Limitation on Action

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

24. Privileges and Immunities

Nothing contained in, or relating to, this Lease shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

25. Tax Exemption

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the UN, 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. The Lessor authorizes the UN to deduct from the Lessor’s invoices any amount representing such taxes, duties or charges. In the event any governmental authority refuses to recognize the UN exemption from such taxes, duties or charges, the Lessor shall immediately consult with the UN to determine a mutually acceptable procedure.

26. Modifications

The [insert title of appropriate official] or his/her authorized delegate is the only official of the UN who possesses the authority to agree on behalf of the UN to any modification or change to this Lease, to a waiver of its provisions or to any additional contractual relationship of any kind with the Lessor. Accordingly, no modification or change to this Lease shall be valid and enforceable against the UN unless provided by an



amendment to this Lease signed by the [insert title of appropriate official] or his/her authorized delegate.

27. Notices

(a) Except as otherwise specified in this Lease, all notices and other communications between the Parties required or contemplated under this Lease shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized overnight delivery service; (iii) postage prepaid, return receipt requested, certified mail; or (iv) confirmed facsimile, transmitted to the Party for whom intended at the address or facsimile number shown below or such other address or number as the intended recipient previously shall have designated by written notice given pursuant to this Lease.

i. If to the Lessor: _____

ii. If to the UN: _____

(b) Notice by mail or recognized overnight delivery service shall be effective on the date it is officially recorded as delivered to (or refused by) the intended recipient by return receipt or equivalent. All notices and other communications required or contemplated by this Lease delivered in person or by facsimile shall be deemed to have been delivered to and received by the addressee and shall be effective on the date of actual receipt.



28. Miscellaneous Provisions

- (a) The Lessor shall neither seek nor accept instructions from any authority external to the UN in connection with the performance of its obligations under this Lease. The Lessor shall not take any action in respect of the performance of its obligations under the Lease that may adversely affect the interests of the UN, and the Lessor shall perform its obligations under the Lease with the fullest regard to the interests of the UN.
- (b) The Lessor shall not advertise or otherwise make public the fact that it is a lessor of the UN, nor shall the Lessor, in any manner whatsoever, use the name, emblem or official seal of the UN or any abbreviation of the name of the UN in connection with its business or otherwise.
- (c) Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party to the other Party during the performance of this Lease and that is designated as confidential (hereafter "Information"), shall be held in confidence by the Party receiving such Information. The receiving Party shall use the Information solely for the purpose for which it was disclosed and shall not disclose the Information to any other party without the disclosing Party's prior written consent, save that:
 - i. The Lessor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the UN, the Lessor will give the UN sufficient prior notice of a request for the disclosure of Information in order to allow the UN to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made; and
 - ii. The UN may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- (d) The Parties acknowledge and agree that the terms of this Lease are considered confidential and shall be handled in accordance with this Article [].
- (e) The Parties' obligations concerning confidentiality shall not lapse upon termination of this Lease.
- (f) The Lessor represents and warrants:
 - i. That it has taken all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons controlled by the Lessor who may perform services under this Lease. 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 (save where such sexual activity takes place between persons who are married to each other and that marriage is recognized as valid under the laws of the country of citizenship of such individuals). In addition, the Lessor represents and warrants that it shall refrain from, and that it has taken all reasonable and appropriate



- measures to prohibit its employees or other persons engaged or controlled by it from exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person;
- ii. That neither it, its parent entities (if any), nor any of the Lessor'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.
 - iii. That neither it, its parent entities (if any), nor any of the Lessor's subsidiaries 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; and
 - iv. That it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Lease or the award thereof to any representative, official, employee or other agent of the UN.
- (g) The Lessor acknowledges and agrees that its undertakings, representations and warranties in Article 28(f) above and elsewhere in the Lease constitute essential terms of the Lease and that any breach of such undertakings, representations or warranties shall entitle the UN to terminate this Lease immediately upon notice to the Lessor, without any liability for termination charges or any other liability of any kind.
- (h) All payments made and expenditures incurred by the UN shall be subject to a post-payment audit by auditors, whether internal or external, of the UN or by other authorized and qualified agents of the UN at any time during the term of the Lease and for a period of two (2) years following the expiration or prior termination of the Lease. The UN shall be entitled to a refund from the Lessor for any amounts shown by such audits to have been paid by the UN other than in accordance with the terms and conditions of the Lease.
- (i) The Lessor acknowledges and agrees that, from time to time, the UN may conduct investigations relating to any aspect of the Lease or the award thereof, the obligations performed under the Lease, and the operations of the Lessor generally relating to performance of the Lease. The right of the UN to conduct an investigation and the Lessor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Lease. The Lessor 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 Lessor'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 UN access to the Lessor’s premises at reasonable times and on reasonable conditions in connection with such access to the Lessor’s personnel and relevant documentation. The Lessor shall require its agents, including, but not limited to, the Lessor’s attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by the UN hereunder.

- (j) If any provision of this Lease 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.
- (k) The failure by either Party to exercise any rights available to it, whether under this Lease or otherwise, shall not be deemed for any purpose 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 this Lease.
- (l) This Lease, including its Annexes, and the documents referred to herein as Exhibits (and which constitute an integral part of this Lease) represent the entire agreement between the Parties, cancelling all other agreements, if any, heretofore entered into between the Parties relating in any way to the Demised Premises.
- (m) The terms and provisions of this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- (n) Headings and titles used in this Lease are for reference purposes only and shall not be deemed a part of this Lease for any purpose whatsoever.

IN WITNESS WHEREOF, the Parties hereto have hereunto subscribed their names as of the date first above written.

[LESSOR]

UNITED NATIONS

By: _____

By: _____

Title: _____

Title: _____

Annex A – Description of Demised Premises

Annex B – Conditions Report

Annex C -- Services

[ADD LEASE ANNEXES AND EXHIBITS]



UNODC

Oficina de las Naciones Unidas
contra la Droga y el Delito

Colombia

ANEXO E: UN GENERAL CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES

UNITED NATIONS  **NATIONS UNIES**

GENERAL CONDITIONS OF CONTRACT

CONTRACTS 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.
- 2.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
- 2.4.5 Any request by the United Nations for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and the United Nations shall not bear any liability in respect of such withdrawn or replaced personnel.
- 2.4.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with United Nations officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.
- 2.5 Nothing in Articles 2.2, 2.3 and 2.4, above, shall be construed to create any obligations on the part of the United Nations with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
- 2.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of the United Nations shall:
- 2.6.1 undergo or comply with security screening requirements made known to the Contractor by the United Nations, including but not limited to, a review of any criminal history;
- 2.6.2 when within United Nations premises or on United Nations property, display such identification as may be approved and furnished by the United Nations security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to the United Nations for cancellation.
- 2.7 Within one working day after learning that any of Contractor's personnel who have access to any United Nations premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform the United Nations about the particulars of the charges then known and shall continue to inform the United Nations concerning all substantial developments regarding the disposition of such charges.



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

3. ASSIGNMENT:

- 3.1 Except as provided in Article 3.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UN. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on the United Nations. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of the UN. Any such unauthorized delegation, or attempt to do so, shall not be binding on the United Nations.
- 3.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:
- 3.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings;
and,
- 3.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and,*
- 3.2.3 the Contractor promptly notifies the United Nations about such assignment or transfer at the earliest opportunity; *and,*
- 3.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to the United Nations following the assignment or transfer.
4. **SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of the United Nations. The United Nations shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that the United Nations reasonably considers is not qualified to perform obligations under the Contract. The United Nations shall have the right to require any subcontractor's removal from United Nations premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

5. 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 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*,
 - 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 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.

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.
- 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,*
 - 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 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 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 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.