

**UNHCR**United Nations High Commissioner for Refugees
Haut Commissariat des Nations Unies pour les réfugiés

DATE	24 November 2019
BIDDER NAME AND CONTACT (IF CLOSED TENDER)	ALL POTENTIAL SUPPLIERS
REQUEST FOR PROPOSAL REFERENCE NUMBER	19/HCR/ROK/SUP/RFP/011
SUBJECT	FOR THE PROVISION OF CUSTOMS CLEARANCE AND FORWARDING SERVICES SEAPORT & AIR PORT FOR UNHCR SUDAN OPERATIONS.
TYPE OF THE CONTRACT	SERVICES CONTRACT
DURATION OF THE CONTRACT	INITIAL ONEYEAR, EXTENDEABLE BY ADDITIONAL ONE (1) YEAR BASED ON SATISFACTORY PERFORMANCE.
DELIVERY LOCATION	<ol style="list-style-type: none">1. Customs clearance formalities at Port Sudan including transport and delivery to Khartoum , Kassala , Kosti and El Obeid2. Customs Clearance formalities in Khartoum airport and other dry Port including delivery to UNHCR Khartoum warehouse.3. Air Cargo services from Khartoum to Darfur States (Nyala Geneina and Elfasher) and Kordofan (El Obeid).
CLOSING DATE AND TIME	26 December 2019 – 15:00 HRS. LOCAL TIME
NUMBER OF PAGES	Seven (7) pages

INTRODUCTION TO UNHCR

The Office of the United Nations High Commissioner for Refugees was established on December 14, 1950 by the United Nations General Assembly. The agency is mandated to lead and co-ordinate international action to protect refugees and resolve refugee problems worldwide. Its primary purpose is to safeguard the rights and well-being of refugees. It also has a mandate to help stateless people.

In more than five decades, the agency has helped tens of millions of people restart their lives. Today, a staff of some 16,676 people in more than 138 countries continues to help about 34 million persons. To help and protect some of the world's most vulnerable people in so many places and types of environment, UNHCR must purchase goods and services worldwide. For further information on UNHCR, its mandate and operations please see <http://www.unhcr.org>

1. REQUIREMENTS

The Office of the United Nations High Commissioner for Refugees (UNHCR), Khartoum, invites qualified service providers to make a firm offer for the provision of customs clearance and forwarding services at seaport & airport for UNHCR Sudan Operations.

The successful contractor shall be contracted for a period of one years with the possibility of extension for another one year.

IMPORTANT:

Terms of Reference (TOR) are detailed in Annex A of this document.

It is strongly recommended that this RFP and its annexes be read thoroughly. Failure to observe the procedures laid out therein may result in disqualification from the evaluation process.

Sub-Contracting: Please take careful note of article 5 of the attached General Terms and Conditions (Annex D)

Note: this document is not construed in any way as an offer to contract with your firm.

2. BIDDING INFORMATION:

RFP DOCUMENTS

The following annexes form an integral part of this Request for Proposal:

Annex A:	Terms of Reference (TORs)	(6 Pages)
Annex B:	Financial Offer Forms	(9 pages)
Annex C:	Vendor Registration Form	(4 Pages)
Annex D:	UNHCR General Conditions of Contracts for the Provision of Services – 2018	(11 Pages)
Annex E:	UN Supplier code of Conduct	(04 Pages)

2.2 ACKNOWLEDGMENT

We would appreciate you informing us of the receipt of this RFP by return e-mail to mahmouid@unhcr.org as to:

- Your confirmation of receipt of this Request for Proposal
- Whether or not you will be submitting a bid

IMPORTANT:

Failure to send the above requested information may result in disqualification of your offer from further evaluation.

2.3 REQUESTS FOR CLARIFICATION

Bidders are required to submit any request for clarification in respect of this RFP by Email to Mahat Salat salat@unhcr.org or Idris Mahmoud mahmouid@unhcr.org at +249 912509336 at UNHCR Representation Office -Supply Unit from 09:00 AM to 15:00 PM before **10 December 2019** Sudan Local time.

IMPORTANT:

Please note that Bid Submissions are not to be sent to the e-mail address above.

UNHCR will compile the questions received and plans to respond to questions shortly after the query closing date. UNHCR may, at its discretion, copy any reply to a particular question to all other invited bidders at once.

2.4 YOUR OFFER

Your offer shall be prepared in English or Arabic.

Please submit your offer using the Annexes provided. Offers not conforming to the requested formats may not be taken into consideration.

Your offer shall comprise the following two sets of documents:

- Technical offer/Proposal – Envelope No. 1
- Financial offer - Envelope No. 2

IMPORTANT:

Submission of offer by the bidder to this RFP means acceptance of the following:-

- a) **UNHCR General Conditions of Contracts for the Provision of Services – version 2018 (Annex D)**
- b) **UNHCR payment terms which is within 30 days after satisfactory implementation of services and receipt of documents in order**

Please send your bid directly to the address provided in the “Submission of Bid” section 2.7 of this RFP.

2.4.1 Content of the TECHNICAL OFFER

IMPORTANT:

No pricing information should be included in the Technical offer. Failure to comply may risk disqualification. The technical offer should contain all information required.

The Terms of Reference (TOR) of the services requested by UNHCR can be found in **Annex A**

Technical Proposal (Envelope No. 1) should contain information particularly covering the following bullet points and any other additional related information.

- The technical evaluation criterion components in section 2.5 of this document
- Bidder must understand and consult the specifications if required as mentioned above in Para (2.3) request for clarification.
- The prices quoted in the Proposal should remain firm during the tender and after awarding of the contract. No escalation in prices shall be accepted after the awarding of the contract.
- The bidder must be locally registered.

Vendor Registration Form: If your company is not already registered with UNHCR, you should complete, sign and submit with your technical proposal the Vendor Registration Form (**Annex C**).

UNHCR General Conditions of Contract for Provision of Services (Version July 2018).

Your technical Proposal should contain your acknowledgement of the UNHCR General Conditions for Provision of Services by signing **Annex D**.

IMPORTANT:

No pricing information should be included in the Technical Proposal. Failure to comply may risk disqualification. The technical Proposal should contain all information required.

2.4.2 Content of the FINANCIAL OFFER

- Your separate financial offer must be in either **Sudanese Pound (SDG) or USD currency to be paid at a local Bank account. (UNHCR can only pay in local bank account)**
- **The prices offered should remain valid for at least [180] days from the date of closing of the tender.**
- The financial offer must cover all the services to be provided (price “all inclusive”).
- The Financial Offer is to be submitted as per the Financial Offer Form (**Annex B**). Bids that have a different price structure may not be accepted.
- UNHCR is exempted from all direct taxes and therefore price has to be given without VAT.

IMPORTANT:

You must clearly indicate on the attached format both your minimum and or normal rates per activity for all activities listed. Exclusion of an activity may result in exclusion of your response from the

evaluation process.

Taking into consideration the current economic situation in the country, you are requested to hold your **offer valid for [180] days** from the deadline for submission. UNHCR will make its best effort to select an organization within this period. UNHCR's standard payment terms are within 30 days after satisfactory implementation of services and receipt of documents in order.

The cost of preparing a Proposal and of negotiating a contract, including any related travel, is not reimbursable nor can it be included as a direct cost of the assignment.

2.5 **BID EVALUATION:**

Technical and Financial evaluation:

For the award of this project, UNHCR has established evaluation criteria which governs the selection of offers received. Evaluation is made on a technical and financial basis. The percentage assigned to each component is determined in advance as follows:

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Summary of the Technical Proposal Evaluation Criteria

Criteria	Score Weight %	Points Obtainable
Expertise of the Firm/Organization Submitting Proposal	75%	75
Proposal Work Plan and Approach	15%	15
Personnel	10%	10
Total Marks		100

Criteria	Sub Criteria with <i>sub points</i>
1. Expertise of the Firm/Organization Submitting Proposal/Financial Capacity/Company licenses	1.1. Reputation of the organization & Staff (10 points) 1.2. Responsiveness of the proposal (5 points) 1.3. Company location, equipment, resources, office facilities, affiliates (10 points) 1.4. Company has services in the airports and sea ports of entry (existing coverage capability at each location of the port or entry is a minimum) – (5 points) 1.5. Company Experience with UN/ or International agencies or a company importing/exporting a significant amount or cargo (minimum with one international agency) - (10 points) 1.6. The Company's experience(years in customs clearance and freight forwarding services(minimum 5 years) – (15 points) 1.7. Financial capacity: - certified bank statements for the last 6months, balance Sheets and profit & loss for the last one one year (10 points) 1.8. Valid Commercial Licenses - Evidence of the registration of the bidder with the local authorities, Valid commercial licence for Clearing and Forwarding (valid commercial license) – (10 points)
2. Proposal Work Plan and Approach	2.1. General understanding of the bidder on the requested services (5 points) 2.2. Addressing of the bidder on the important aspects of the required services(clearing, handling, transporting) ; (5 points) 2.3. Clear presentation of the proposal and approach ; (5 points)

3. Personnel	<p>3.1. Service Supervisor/ Manager - International Experience, Training experience in the related to the field of customs clearance and freight forwarding services); (5 points)</p> <p>3.2. Logistics Assistance - International Experience, Training experience in the related to the field of customs clearance and freight forwarding services); (5 points)</p>
	Total Points - 100

The obtainable number of points specified and the weight for each evaluation criterion indicates the relative significance of the item in the overall evaluation process. The points allocated to the technical proposal correspond to 60% of the total obtainable points.

Financial Evaluation of Proposals

The financial proposal will only be evaluated if the technical proposal achieves a minimum of 60% of the total allocable points for the technical evaluation. Proposals failing to obtain this minimum threshold will not be eligible for further consideration. The maximum number of points for the price component is 40% of the total obtainable points. This maximum number of points will be allocated to the lowest price proposal. All other price proposals will receive points in inverse proportion according to the following formula:

$$\text{Points for the price component of a proposal being evaluated} = \left(\frac{[\text{Maximum number of points for the price component}] \times [\text{Lowest price}]}{[\text{Price of proposal being evaluated}]} \right)$$

Criteria for selection of the best Proposal

Combined scoring method: the Technical Proposal will be weighted a maximum of 60% and combined with the Financial Proposal which will weight a maximum of 40%.

The evaluation and selection committee will consider the technical merits in accordance with the scoring system. However, it will not select a Proposal or for award on the basis of a superior capability without consideration of price.

UNHCR reserves the right to award without clarifications and/or discussions.

If there are arithmetic mistakes in the budget of the technically acceptable applicants, UNHCR will rectify these mistakes on the following basis:

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; and
- b) If there is a discrepancy between the amounts in figures and in words, advantage will be given to the amounts in words.

If the correction(s) leads to a different total cost, this new total cost will be evaluated against other technically acceptable Proposals and considered as being part of the Best Value evaluation and selection. UNHCR reserves the right to reject the Proposal if the technically acceptable applicant does not accept the correction of mistakes in the budget by UNHCR.

UN Global Compact and other factors: UNHCR supports the UN Global Compact Initiative put forward on 31 January 1999 by UN Secretary-General Kofi Annan that would bring companies together with UN agencies, labor and civil society to support ten principles in the areas of the human rights, labor, environment and anti-corruption. We encourage our suppliers to sign up with the UN Global Compact Initiative.

2.6 SUPPLIER REGISTRATION:

The qualified suppliers will be added to the Vendor Database after investigation of suitability based on the submitted Vendor Registration Form and supporting documents. The investigation involves consideration of several factors such as:



- Financial standing,
- Core business,
- Track record,
- Contract capacity.
- Previous experience in carrying out similar services
- Experience of working with the United Nations and International NGO(s)

This will be followed later by performance evaluation as a supplier such as:

- Periodic evaluation of the supplier's services,
- Ability to respond quickly to Agency's needs,
- Dependability of services

2.7 SUBMISSION OF PROPOSAL:

The Proposals must bear your official letter head, clearly identifying your company. Sealed Proposals should be addressed as listed below and submitted to:

Proposals must be submitted in 2 (two) separately sealed envelopes enclosed in one master envelope containing the following:

- **1 (one) sealed envelope containing technical part of the Proposal**
- **1 (one) sealed envelope containing financial part of the Proposal**

IMPORTANT:

The technical offer and financial offer are to be sent in separate documents. Failure to do so may result in disqualification.

Proposals should be delivered by hand to any of the following address with attention to Secretary of the Bid opening Committee, UNHCR Khartoum and deposited at the tender box available at UNHCR Khartoum Representation Office

The Proposal Proposers shall sign off the Proposals submission form after depositing of the Proposal documents. The Proposers shall bear any and all costs related to the preparation and / or submission of the Proposal, regardless of whether the Proposal was selected or not. UNHCR shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process. Late submitted proposal will be returned to the proposers unopened.

Deadline: 26 December 2019 – 15:00 hrs. Sudan time

IMPORTANT:

Any bid received after this date or sent to another UNHCR address will be rejected. UNHCR may, at its discretion, extend the deadline for the submission of proposals, by notifying all prospective bidders simultaneously.

It is your responsibility to verify that your Proposal has been received properly before the deadline. The Proposal Proposers must sign off the letter of Proposal submission available with the reception of above given UNHCR office.

Please indicate on the sealed master envelope :

- Proposal [No.019/HCR/ROK/SUP/RFP/011]
- **The envelopes must be addressed to Secretary of the Bid opening Committee, UNHCR Khartoum Representation Office.**

UNHCR will not be responsible for locating or securing any information that is not identified in the Proposal. Accordingly, to ensure that sufficient information is available, the Proposal Proposer shall furnish, as part of the Proposal, any descriptive material such as extracts, descriptions, and other necessary information it deems would enhance the comprehension of its Proposal. UNHCR shall not consider any Proposal that arrives after the deadline of submission of Proposal. Any Proposal document received by UNHCR after the deadline of submission shall be declared late, rejected and returned to the Proposer unopened.

2.8 BID ACCEPTANCE:

UNHCR reserves the right to accept the whole or part of your bid.

UNHCR may, at its discretion, increase or decrease the proposed content when awarding the contract and would not expect a significant variation of the rate submitted. Any such increase or decrease in the contract duration would be negotiated with the successful bidder as part of the finalization of the Purchase Orders for Services.

UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective suppliers in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by UNHCR at its own initiative or in response to a clarification requested by a prospective supplier.

Please note that UNHCR is not bound to select any of the company submitting bids and does not bind itself in any way to select the company offering the lowest price. Furthermore, the contract will be awarded to the bid considered most responsive to the needs, as well as conforming to UNHCR's general principles, including economy and efficiency and best value for money.

2.9 CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS

Any Purchase Order (PO) issued as a result of this RFP will be made in SDG. Payment will be made in accordance to the General Conditions for the Purchase of Goods and Services in the currency in which the PO is issued. Payments shall only be initiated after confirmation of satisfactory receipt of goods by UNHCR business owner.

2.9.1 UNHCR CAN ONLY FACILITATE PAYMENTS THROUGH THE LOCAL BANKS AND NOT BANKS OUTSIDE OF SUDAN

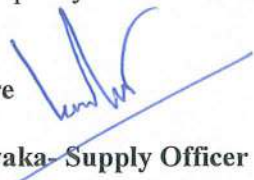
2.10 UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF GOODS AND SERVICES

Please note that the General Conditions of Contracts (**Annex F**) will be strictly adhered to for the purpose of any future contract. The Bidder must confirm the acceptance of these terms and conditions in writing.

2.11 ZERO TOLERANCE POLICY

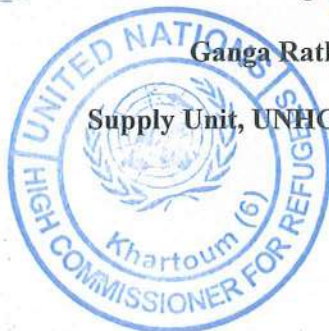
Please note that UNHCR strictly follows zero tolerance policy and as such advise suppliers not to offer any gift, favor, hospitality, etc. to UNHCR staff.

Signature



Ganga Rathnayaka - Supply Officer

Supply Unit, UNHCR Khartoum Representation Office



Annex A - Terms of Reference

Clearing and forwarding and freight delivery services

Background/Context of Services Requirement:

UNHCR Representation Office in Khartoum seeks qualified service provider / contractors that will provide customs clearance, Warehousing, cargo handling and freight forwarding services on behalf of UNHCR offices in Sudan

The scope of the services to be performed by the Service Provider/ Contractor shall include but not be limited to:

- Clearing from the port of entry:
 - for air freight consignments at international airport in Khartoum,
 - for sea freight consignments at the Port Sudan
- Temporary Warehousing, cargo handling and freight forwarding from the port of entry to the respective destinations in Sudan.
- Prepare weekly tracking and monitoring report regarding status of the consignments and share it with the UNHCR designated focal point.

Customs Clearance and Forwarding

The Service Provider/ Contractor shall manage customs clearance of goods from overseas to Port Sudan for sea shipments to the final destinations; for air shipments at the Sudan International Airport in Khartoum. They will also manage warehousing, cargo handling and freight forwarding services.

List of Goods:

The main commodities to be cleared are, but will not be limited to:

- Vaccines
- Drugs and medical supplies
- Vehicles, motorcycles etc.
- Various Machinery
- Non Food Items (Kitchen sets, blankets, Plastic Tarpaulin, Sleeping mats, jerry can, buckets , plastic rolls, tents, rub halls)
- Office supplies and equipment
- IT equipment, Telecommunications equipment, consumables etc.
- Medicines and hospital/laboratory equipment
- Other items

1.1 Scope of Work for Customs Clearance:

The Contractor shall provide full clearing and forwarding services as and when requested by UNHCR Sudan in its capacity as an accredited clearing and forwarding company limited. The scope of such services shall include the following:

1.1.1 Air imports (Programme and office supplies including personal effects)

- Airfreight clearance on tax free basis
- Provisional clearance pending perfection of documents
- Arrangement of proper warehousing facilities and delivery to the final destinations.
- Arrangement of required transit insurance up to the place of final delivery as below:-

- Khartoum Airport to Khartoum
- Khartoum Airport to Kassala
- Khartoum Airport to El Geneina

1.1.2 Sea imports (Programme and office supplies including personal effects)

- Sea imports clearance, mostly containerized cargo and vehicle on tax/ customs duty free basis
- Border points clearance
- Arrangement of proper warehousing facilities and delivery to the final destinations.
- Re-export services
- Export Services for the staff personal effects
- Arrangement of required transport and transit insurance up to the place of final delivery as below:-
 - Port of Sudan to Kosti
 - Port of Sudan to El Obeid
 - Port of Sudan to Nyala
 - Port of Sudan to El Fashir
 - Port of Sudan to El Daïen
 - Port of Sudan to Khartoum
 - Port of Sudan to El Geneina
 - Port of Sudan to Kassala

The Service Provider / Contractor shall have the supplies cleared in a limited time: from the day of receipt of documents, the Contractor shall have their full attention and dedicated staff for UNHCR consignment, in order to avoid delays and demurrage.

1.2 Shipping Documents:

The normal documents handed to The Service Provider Contractor are as follows:

1.2.1 for sea shipments:

- Original copy of the bill of lading
- Original copy of the supplier's invoice
- Copy of packing list (if different from invoice)
- Duty exemption certificate/letter from the Ministry of Foreign Affairs (Form 1) and approval of the Ministry of Finance
- Authorization letters/other related documents;

1.2.2 for air Shipments:

- Copy of air waybill
- Original copy of the supplier's invoice
- Copy of packing list (if different from invoice)
- Duty exemption certificate/letter from the Ministry of Foreign Affairs (Form 1) and approval of the Ministry of Finance
- Authorization letters/other related documents

1.3 Organizational Requirements:

Management and Liaison with UNHCR agency in Sudan

- The Contractor shall nominate a professional key Account Manager, reliable contact person or persons who will be responsible for the performance of the obligations and to liaise with UNHCR agency in Sudan offices.
- UNHCR reserve the right to request the Contractor at any time during the term of this arrangement to assign additional personnel or to replace any of the Contractor's designated staff dealing with UNHCR shipment and the Contractor shall promptly comply with such request.
- The Contractor shall provide the names and CV of the designated staff dealing with UNHCR shipment.

1.4 Other Conditions

- The contractor shall deliver the consignments at the respective destinations in good condition and take all necessary precautions of care to the consignment (s) under his responsibility. The contractor shall assume full responsibility of the consignment (quantity, condition and integrity) in his custody or that of his employees, agents or sub agencies.
- All missing or damaged items and any spillage or leakage during the period of clearance and transportation, will be under the contractor's responsibility. This will be debited against the contractor invoices based on the market value of items under clearance at the final destination or at source value, whichever is greater. The value at destination is calculated by adding all transportation related costs to the value of the commodity at the source.
- Damaged/missing items shall be identified by UNHCR and/or its supply officer or/and designated consignee and recorded on the transport waybill which has to be signed by both, the contractor and consignee/receiving party. The contractor shall not be obliged to load damaged cargo, unless expressly requested by UNHCR, in writing and agreed to by the contractor
- During the transport process the contractor shall only transport UNHCR cleared consignments and shall not mix with any other items that do not belong to the UNHCR

1.5 Declaration of Conflict of Interest

The contractor shall furnish a certificate that; "none of his relatives are working in UNHCR". By responding to this RFP, the vendor confirms that none of his relatives are working for the UNHCR.

1.6 Key Performance Indicators

UNHCR Representation Office in Khartoum, and the Contractor shall review and evaluate the performance under the Contract every quarter based on following Key Performance Indicators:

- Arrival date of vessel/plane
- Reception date of all shipping documents from UNHCR
- Delivery date to Customs
- Stamp date by Regional Customs
- Payments date of 3rd party invoices

- Delivery date of goods to warehouse or consignee

1.7 Reporting

The Service Provider/ Contractor shall submit two weekly monitoring reports (sea and air shipments) to UNHCR in the agreed format.

1.8 Other Tasks to be performed on behalf of UNHCR.

The Contractor, in addition of its regular tasks such as customs clearance, will, on behalf of UNHCR, represent and or negotiate with the authorities for issues that don't require the presence of a UNHCR representative. This shall include but not limited to:

- Presentation and tracking of approved exemption letters with the Customs
- Processing of export permit and related licenses
- Other freight related services as may be required



TOR 2 FOR AIR TRANSPORTATION

1. Background:

UNHCR operation in Darfur provides support to refugees and Internal Displaced Persons scattered in different locations in Darfur. Currently there are seven operational offices in Darfur established to support refugee programmes and delivery relief assistances either through direct implementation or through implementing partners. All International relief items destined to Darfur are routed through Port Sudan, also all international shipments destined to Darfur, East are routed through Khartoum International Airport for further delivery to final destination. Transport infrastructure by land is facing a lot of challenges and it takes weeks to reach the final destination. In addition, they are supplies and goods procured locally in Khartoum needs to be transported to Darfur offices in reasonable time.

Shipments are temporary stored in UNHCR central warehouse pending onward delivery to final destinations, the transport of supplies and goods to Darfur areas by land it takes a lot of time and also risky especially when transporting sensitive items like furniture, computers, etc., The Air Transport agreement is to cover the following areas of operation from Khartoum:

2. Locations:

Darfur: Nyala, El Geneina, El Fasher

East: Kassala

Blue Nile: Damazine, Kurmuk

North Kordofan : EL Obeid

South Kordofan: Kadugli

White Nile: Kosti

South Republic of Sudan: Juba

3. Important Information:

- **Aircraft** with capacity of up to 30 MT
- Provide the services to the destinations as mentioned above, inclusive of, loading and offloading charges and any other relevant fees.
- UNHCR reserves the right to verify the quality, suitability, airworthiness of the aircraft fleet of the contractor
- The price of air transport cargo per KG/Volume
- Taking into consideration the nature of UNHCR's humanitarian operations, the needs may raise to airlift relief items within the indicated routes at short notice, the contractor should indicate the minimum required to make aircraft available to response to emergencies.
- Available of smaller cargo aircraft to the same location to avoid delays while faced waiting for full load.
- Since UNHCR cannot estimate the total weight /volume of goods to be transported during the duration of contract, a Lum Sum Purchase Order will be issued to the air cargo company.

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Annex B-1 Offer submission Form - IMPORTS
Clearing & Handling Charges at Port Sudan

Bidder Name:- _____

S/No.	Description	Price in SDG
1 Charges for Clearing Services		
a).	Clearing Charges for General Cargo per Ton	
b).	Clearing Charges for General Cargo per CBM	
c).	Clearing Charges for 20' Container (FCL)	
d).	Clearing Charges for 40' Container (FCL)	
e).	Clearing Charges for 40' H/C Container (FCL)	
f).	Clearing Charges for Light Vehicles	
g).	Clearing Charges for Lorries & Trucks	
h).	Minimum Clearing Charges for B/L	
2 Handling Charges - attach the copy of Port Tariffs		
		Price in SDG
a).	Handling Charges for General Cargo per ton/CBM	
b).	Handling Charges for Cement & Bulk Cargo per ton/CBM	
c).	Handling Charges for 20' Container (FCL)	
d).	Handling Charges for 40' Container (FCL)	
e).	Handling Charges for 40' H/C Container (FCL)	
f).	Handling Charges per Light Vehicles	
g).	Handling charges for Lorries & Trucks	
h).	Minimum handling chargers per B/L	
Total Cost in SDG		

Notes:-

- **validity of the offer = 180days**
- Prices Quoted are exclusive of VAT
- The supplier will be paid VAT by UNHCR at the invoicing stage at the applicable rate

Kindly provide:-

Date:- _____

Name:- _____

Signature:- _____

In the Capacity of: _____

Duly authorised to Sign the

Bid for and on Behalf of: _____

Official Stamp _____

Annex B-2 Offer submission Form - IMPORTS
Transportation Charges at Port Sudan to UNHCR Warehouses as here below:-

Bidder Name:- _____

	Transportation Services ..returnable	From Port Sudan to EL- OBEID (Cost in SDG)	From Port Sudan to El Fasher (Cost in SDG)	From Port Sudan to El Nyala (Cost in SDG)	From Port Sudan to El- Geneina (Cost in SDG)
a).	Transportation Charges for General Cargo per Ton				
b).	Transportation Charges for General Cargo per CBM				
c).	Transportation Charges per Light Vehicle				
d).	Transportation Charges per Lorry/Truck				
e).	Transportation Charges for 20' Container - SOC < 13 tons				
f).	Transportation Charges for 20' Container - Liner < 13 tons				
g).	Transportation Charges for 20' Container - SOC < 20 tons				
h).	Transportation Charges for 20' Container - Liner < 20 tons				
i).	Transportation Charges for 20' Container - SOC > 26 tons				
j).	Transportation Charges for 20' Container - Liner > 26 tons				
k).	Transportation Charges for 40' Container - Soc < 26 tons				
l).	Transportation Charges for 40' Container - Liner < 26 tons				
m).	Transportation Charges for 40' Container - Soc > 26 tons				
n).	Transportation Charges for 40' Container - Liner >26 tons				
	Total Cost in SDG				

	Transportation Services ..returnable	From Port Sudan to Kosti (Cost in SDG)	From Port Sudan to Kassala (Cost in SDG)	From Port Sudan to El Daein (Cost in SDG)	From Port Sudan to Khartoum (Cost in SDG)
a).	Transportation Charges for General Cargo per Ton				
b).	Transportation Charges for General Cargo per CBM				
c).	Transportation Charges per Light Vehicle				
d).	Transportation Charges per Lorry/Truck				
e).	Transportation Charges for 20' Container - SOC < 13 tons				
f).	Transportation Charges for 20' Container - Liner < 13 tons				
g).	Transportation Charges for 20' Container - SOC < 20 tons				
h).	Transportation Charges for 20' Container - Liner < 20 tons				
i).	Transportation Charges for 20' Container - SOC > 26 tons				
j).	Transportation Charges for 20' Container - Liner > 26 tons				
k).	Transportation Charges for 40' Container - Soc < 26 tons				
l).	Transportation Charges for 40' Container - Liner < 26 tons				
m).	Transportation Charges for 40' Container - Soc > 26 tons				
n).	Transportation Charges for 40' Container - Liner >26 tons				
	Total Cost in SDG				

Note:-

Note that the prices quoted above should be inclusive of Container, Insurance, Loading, Lashing, Port and Customs clearance, Transportation up to the said final destination.

- Give the validity of the offer (Days):
- Prices Quoted are exclusive of VAT
- validity of the offer = 180days

Kindly provide:-

Date:- _____

Name:- _____

Signature:- _____

In the Capacity of: _____

Duly authorised to Sign the Bid for and on Behalf of: _____

Official Stamp _____

Annex B-3 Offer submission Form - IMPORTS
Warehousing Charges and
Offloading/Loading Charges at Port Sudan (Manual, Forklift and Crane)

Bidder

Name:- _____

S/No.	Description - Clearing Charges	Price in SDG
a).	Manual (Destuffing) Off loading or loading from 20' trailers / Containers	
b).	Manual (Destuffing) Off loading or loading from 40' trailers / Containers	
c).	Off loading or loading using (Forklift) 20' trailers / Containers	
d).	Off loading or loading using (Forklift) 40' trailers / Containers	
e).	Off loading or loading (by Crane) 20' trailers / Containers	
f).	Off loading or loading (by Crane) 40' trailers / Containers	
	Total Cost in SDG	

a).	Description - Temporary Warehousing Charges	Price in SDG
a).	Warehousing Charges for General Cargo per Ton/day	
b).	Warehousing Charges for General Cargo per CBM/day	
c).	Warehousing Charges for 20' Container/day	
d).	Warehousing Charges for 40' Container/day	
e).	Other recommended Services if any (Please list below with rate)	
	Total Cost in SDG	

Notes:-

- **validity of the offer = 180days**
- Prices Quoted are exclusive of VAT
- The supplier will be paid VAT by UNHCR at the invoicing stage at the applicable rate

Kindly provide:-

Date:- _____

Name:- _____

Signature:- _____

In the Capacity of: _____

Duly authorised to Sign the Bid for and _____

on Behalf of: _____

Official Stamp _____

Annex B- 4 Offer submission Form - EXPORTS
Clearing & Handling Charges at Port Sudan

Bidder Name:- _____

S/No.	Description	Price in SDG
1 Charges for Clearing Services		
a).	Clearing Charges for General Cargo per Ton	
b).	Clearing Charges for General Cargo per CBM	
c).	Clearing Charges for 20' Container (FCL)	
d).	Clearing Charges for 40' Container (FCL)	
e).	Clearing Charges for 40' H/C Container (FCL)	
f).	Clearing Charges for Light Vehicles	
g).	Clearing Charges for Lorries & Trucks	
h).	Minimum Clearing Charges for B/L	
2	Handling Charges - attach the copy of Port Tariffs	Price in SDG
a).	Handling Charges for General Cargo per ton/CBM	
b).	Handling Charges for Cement & Bulk Cargo per ton/CBM	
c).	Handling Charges for 20' Container (FCL)	
d).	Handling Charges for 40' Container (FCL)	
e).	Handling Charges for 40' H/C Container (FCL)	
f).	Handling Charges per Light Vehicles	
g).	Handling charges for Lorries & Trucks	
h).	Minimum handling chargers per B/L	
Total Cost in SDG		

Notes:-

- Give the validity of the offer (Days):
- Prices Quoted are exclusive of VAT
- The supplier will be paid VAT by UNHCR at the invoicing stage at the applicable rate

Kindly provide:-

Date:-

Name:-

Signature:-

In the Capacity of:

Duly authorised to Sign the Bid for and on Behalf of:

Official Stamp

Annex B- 5 Offer submission Form - EXPORTS
Transportation Charges from UNHCR Warehouses to Port Sudan as here below:-

Bidder Name:- _____

Transportation Services ..returnable	From Port Sudan to EL- OBEID (Cost in SDG)	From Port Sudan to El Fasher (Cost in SDG)	From Port Sudan to Nyala (Cost in SDG)	From Port Sudan to El- Geneina (Cost in SDG)
a). Transportation Charges for General Cargo per Ton				
b). Transportation Charges for General Cargo per CBM				
c). Transportation Charges per Light Vehicle				
d). Transportation Charges per Lorry/Truck				
e). Transportation Charges for 20' Container - SOC < 13 tons				
f). Transportation Charges for 20' Container - Liner < 13 tons				
g). Transportation Charges for 20' Container - SOC < 20 tons				
h). Transportation Charges for 20' Container - Liner < 20 tons				
i). Transportation Charges for 20' Container - SOC > 26 tons				
j). Transportation Charges for 20' Container - Liner > 26 tons				
k). Transportation Charges for 40' Container - Soc < 26 tons				
l). Transportation Charges for 40' Container - Liner < 26 tons				
m). Transportation Charges for 40' Container - Soc > 26 tons				
n). Transportation Charges for 40' Container - Liner >26 tons				
Total Cost in SDG				

Transportation Services ..returnable	From Port Sudan to Kosti (Cost in SDG)	From Port Sudan to Kassala (Cost in SDG)	From Port Sudan to El Daein (Cost in SDG)	From Port Sudan to Khartoum (Cost in SDG)
a). Transportation Charges for General Cargo per Ton				
b). Transportation Charges for General Cargo per CBM				
c). Transportation Charges per Light Vehicle				
d). Transportation Charges per Lorry/Truck				
e). Transportation Charges for 20' Container - SOC < 13 tons				
f). Transportation Charges for 20' Container - Liner < 13 tons				
g). Transportation Charges for 20' Container - SOC < 20 tons				
h). Transportation Charges for 20' Container - Liner < 20 tons				
i). Transportation Charges for 20' Container - SOC > 26 tons				
j). Transportation Charges for 20' Container - Liner > 26 tons				
k). Transportation Charges for 40' Container - Soc < 26 tons				
l). Transportation Charges for 40' Container - Liner < 26 tons				
m). Transportation Charges for 40' Container - Soc > 26 tons				
n). Transportation Charges for 40' Container - Liner >26 tons				
Total Cost in SDG				

Note that the prices quoted above should be inclusive of Container, Insurance, Loading, Lashing, Port and Customs clearance, Transportation up to the said final destination.
Notes:-

- validity of the offer = 180days
- Prices Quoted are exclusive of VAT
- The supplier will be paid VAT by UNHCR at the invoicing stage at the applicable rate

Kindly provide:-

Date:- _____

Name:- _____

Signature:- _____

In the Capacity of: _____

Duly authorised to Sign the Bid for and on Behalf of: _____

Official Stamp _____

Annex B- 6 Offer submission Form - EXPORTS
Warehousing Charges and
Offloading/Loading Charges at Port Sudan (Manual, Forklift and Crane)

Bidder Name:- _____

S/No.	Description - Clearing Charges	Cost in SDG
a).	Manual (Destuffing) Off loading or loading from 20' trailers / Containers	
b).	Manual (Destuffing) Off loading or loading from 40' trailers / Containers	
c).	Off loading or loading using (Forklift) 20' trailers / Containers	
d).	Off loading or loading using (Forklift) 40' trailers / Containers	
e).	Off loading or loading (by Crane) 20' trailers / Containers	
f).	Off loading or loading (by Crane) 40' trailers / Containers	
	Total Cost in SDG	
S/No.	Description - Warehousing Charges	Cost in SDG
a).	Warehousing Charges for General Cargo per Ton	
b).	Warehousing Charges for General Cargo per CBM	
c).	Warehousing Charges for 20' Container	
d).	Warehousing Charges for 40' Container	
e).	Other recommended Services if any (Please list below with rate)	
	Total Cost in SDG	

Notes:-

- **validity of the offer = 180days**
- Prices Quoted are exclusive of VAT
- The supplier will be paid VAT by UNHCR at the invoicing stage at the applicable rate

Kindly provide:-

Date:- _____

Name:- _____

Signature:- _____

In the Capacity of: _____

Duly authorised to Sign the Bid _____

for and on Behalf of: _____

Official Stamp _____

Annex B - 7
Offer submission Form - Air Cargo

Services of customs Clearance & Handling at Khartoum Airport including delivery of consignments

Bidder Name:- _____

Clearance of general cargo for Inbound & Outbound at Khartoum Airport		
S/No.	Description	Price in SDG
a).	001 to 050 Kgs	
b).	051 to 100 Kgs	
c).	010 to 200 Kgs	
d).	201 to 300 Kgs	
e).	301 to 400 Kgs	
f).	401 to 500 kgs	
g).	501 to 1000 Kgs	
h).	1001 & Above	
Total Cost in SDG		

Handling at the Airport including loading on Trucks & Off loading per /Kg at Khartoum Airport		
S/No.	Description	Price in SDG
a).	001 to 050 Kgs	
b).	051 to 100 Kgs	
c).	010 to 200 Kgs	
d).	201 to 300 Kgs	
e).	301 to 400 Kgs	
f).	401 to 500 kgs	
g).	501 to 1000 Kgs	
h).	1001 & Above	
i).	Minimum per AWB	
j).	Other costs ?	
k).	Any storage , official receipt as per outlay	
Total Cost in SDG		

0

Notes:-

- validity of the offer = 180days
- Prices Quoted are exclusive of VAT
- The supplier will be paid VAT by UNHCR at the invoicing stage at the applicable rate

Kindly provide:-

Date:- _____

Name:- _____

Signature:- _____

In the Capacity of: _____
the Bid for and on
Behalf of: _____

Official Stamp _____

Annex B - 8
Offer submission Form - Air Cargo

Services of customs Clearance & Handling at Khartoum Airport including delivery of consignments

Bidder Name:- _____

Consignment will be transported from KRT airport to the 3 towns (within KRT limits)		
S/No.	Description	Price in SDG
a).	001 to 050 Kgs	
b).	051 to 100 Kgs	
c).	010 to 200 Kgs	
d).	201 to 300 Kgs	
e).	301 to 400 Kgs	
f).	401 to 500 kgs	
g).	501 to 1000 Kgs	
h).	1001 & Above	
i).	Minimum charges	
	Total Cost in SDG	

Special Services (Such as Direct Delivery)		
S/No.	Description	Price in SDG
a).	During normal working hours	
b).	After normal working hours	
c).	During weekends and public holidays	
	Total Cost in SDG	

5	Other recommended Services if any (Please list below with rate)	Price in SDG

Notes:-

0

- Prices Quoted are exclusive of VAT
- The supplier will be paid VAT by UNHCR at the invoicing stage at the applicable rate

Kindly provide:-

Date:- _____

Name:- _____

Signature:- _____

In the Capacity of: _____
 the Bid for and on
 Behalf of: _____

Official Stamp _____

**UNHCR**United Nations High Commissioner for Refugees
Haut Commissariat des Nations Unies pour les réfugiés

Annex B: 9

I TB No. 16/HCR/ROK/SUP/ITB/010 FOR THE PROVISION of AIR TRANSPORTATION SERVICES FROM KHARTOUM TO NYALA, EL GENEINA, ELFASHER,KASSALA,DAMAZINE, KURMUK, EL OBEID, KADUGLI, KOSTI

Bidder Name:- _____

Sr.	Items	Unit Pricecargo per KG/Volume (SDG/USD) including loading & offloading	VAT (SDG)	Total Costper KG/Volume (SDG/USD)including loading & offloading
1	Nyala			
2	El Geneina			
3	El Fasher			
4	Kassala			
5	Damazine			
6	Kurmuk			
7	El Obeid			
8	Kadugli			
9	Kosti			

Notes:-

Please note that the prices should be the prevailing rate at the time of quote

Proposed Delivery date by Supplier:

Validity of the offer (Days):

- VAT should be quoted only in SDG Currency
- Ensure to indicate the Currency of your offer

kindly provide:-

Date:- _____

Name:- _____

Signature:- _____

In the Capacity of: _____

Duly authorised to Sign the Bid for and on Behalf of: _____

Official Stamp _____



UNHCR VENDOR REGISTRATION FORM – (Rev. June 18)

(Please refer to the ADDITIONAL INFORMATION FOR COMPLETION on page 4.)

Section 1: Company Details and General Information

1. Company name (full legal name):	
2. Street Address:	3. P.O. Box and Mailing Address:
Postal Code: City:	
Country:	
4. Tel:	5. Fax:
6. Email:	7. Company Website:
8. Contact Name and Job Title:	
9. Email:	
10. Parent Company (Full legal / officially registered company name):	
11. Names of owner(s) and principals – Subsidiaries / Affiliates / CEO / Managing Director / Managing Member and those with controlling interests if applicable (attach a List if necessary):	
12. International Offices/Representation (Countries where the Company has local Offices/Representation):	
13. Type of Business (Mark one only):	
Corporate/ Limited: <input type="checkbox"/> Partnership: <input type="checkbox"/> Other (specify):	
14. Nature of Business:	
Manufacturer: <input type="checkbox"/> Authorised Agent: <input type="checkbox"/> Trader: <input type="checkbox"/> Consulting Company <input type="checkbox"/> Other (specify):	
15. Year Established ¹ :	16. Number of Full-time Employees:
17. Licence no./State where registered and validity date:	18. VAT No./Tax I.D.:

Section 2: Banking Information – OPTIONAL – to be provided only if payment from UNHCR is expected

19. Bank Name (and Bank ID if any):	20. Branch Name (and Branch Code if any):
21. Branch Address:	22. Tel. number:
	23. Fax number:
24. Bank Account Number:	25. Account Name ² :
26. Account currency ³ :	27. Swift/Bank Identifier Code (BIC):
28. International Bank Account Number (IBAN):	
29. Routing Bank details (if applicable): full details to be provided as per above	

¹ 3 years of operation is a minimum.

² The Account name is the Name that the Bank uses for the Company. It should be the same as the Company Name as stated in section 1 above. A copy of a Bank Statement matching Vendor Name and Address should be provided.

³ If multiple bank accounts exist that may be relevant to UNHCR (e.g. in different currencies), please provide full details for each account. A separate proof for each Account should be provided. Payments will only be made to accounts included here. Only one Bank Account per currency can be accepted.

Section 3: Technical Capability and Information on Goods / Services Offered

30. For Goods only, do those offered for supply conform to National/International Quality Standards?

Yes No

31. List below up to a maximum of ten (10) of your core Goods/Services offered:

Description (one Line for each Item)	National/International Quality Standard to which Item conforms

Section 4: Experience

32. Recent Contracts with the UN and/or other International Aid Organizations:

Organization:	Value:	Year:	Goods/Services Supplied:	Destination:
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____

33. Do you have outstanding bankruptcy, judgment or pending legal action that could impair operating as a *going concern*? Yes No

If available, please provide Credit Rating by Dun and Bradstreet or equivalent:

34. Please list any Disputes and Bankruptcy your Company has been involved in with UN Organizations over the last 3 Years:

Section 5: UN Global Compact Initiative

35. Is your company aware of the UN Secretary General's Global Compact initiative, which can be viewed at <http://www.unglobalcompact.org>?

Yes No

If yes, have you signed up to this initiative or are you going to sign up to? Please state:

Section 6: Environment

36. Does your Company have a written Statement of its Environmental Policy? (If yes, please attach a Copy)

Yes No

37. Does your organisation hold any accreditation such as ISO 14001 related to the environment?

Yes No If yes, please attach a copy.

Section 7: UN Supplier Code of Conduct

38. Vendor who wish to do business with UNHCR are required to comply with the UN Supplier Code of Conduct. Please download and read the [UN Supplier Code of Conduct](#).

I accept the UN Supplier Code of Conduct.

Section 8: Official not to benefit

39. By signing this VRF, potential vendors confirm that they have read, understood and will comply with the UNHCR policy on the "zero tolerance" that strictly prohibits the acceptance of any type of gift and/or hospitality by UN staff members participating in the procurement process. Please confirm.

Yes

No

Any breach of this clause may lead to the termination of all contracts your Company may have with UNHCR and removal from the approved vendor database.

Section 9: Others

40. Is your company already registered with the United Nations Global Marketplace (UNGM)? If so, please provide registration number.

41. Certification:

I, the undersigned, hereby accept the UNHCR General Conditions, a copy of which has been provided to me, and warrant that the information provided in this form is correct and, in the event of changes, details will be provided as soon as possible:

42. **Self-Declaration:** I, the undersigned, declare that:

(a) Our company is not involved in any fraudulent or corrupt activities and has not been in the past, and is not currently under any investigation for any such activities which would render our company unsuitable for business dealing with UNHCR.

(b) Our company is not on, or associated with a company or individual, groups, undertakings and entities that are on the consolidated list established and maintained by the committee established by the UN Resolution No. 1267 (www.un.org/sc/committees/1267/consolist.html).

(c) Our company is not on, or associated with a company or individual that are subject to the list of Independent Inquiry Committee into United Nations Oil-for-food programme (www.iic-offp.org).

(d) Our company is not currently removed, invalidated or suspended by any other UN Headquarters, or Field Offices or any other UN Agencies (including the World Bank)

Name:
Stamp and Signature:

Functional Title:
Date:

ADDITIONAL INFORMATION FOR COMPLETION

The form should be typewritten in uppercase and completed clearly and accurately ensuring that all questions are answered. The numbers below correspond to item numbers on the registration form:

Section 1:

11. Please provide, on a separate sheet if necessary, names and addresses of all subsidiaries & associates if any.
12. Please provide countries where the company has local offices or representation.
15. Year Established: 3 years of operation is a minimum.
17. Provide the license number under which the company is registered, or the State where it is registered and copy of certificate of registration or incorporation.

Section 2:

25. Name under which the bank account is held (**important**: this should be the company name). Following UNHCR payment policies, any decisions to permit third party payment are at the sole discretion of UNHCR and are subject to detailed scrutiny and special approval. Any proposed different names on the bank account should be clearly explained and fully justified. A copy of a Bank Statement matching Vendor Name and Address should be provided.
26. If multiple bank accounts exist that may be relevant to UNHCR (e.g. in different currencies), please provide full details for each account. A separate proof for each Account should be provided. Payments will only be made to accounts included here. Only one Bank Account per currency can be accepted.
27. Bank Identifier is transit number for US and Canada and Swift code for Europe and the rest of the world.
28. International Bank Account Number (IBAN).
29. Should a routing be required for international payments, please provide full details of intermediate bank(s).

Section 3:

30. Indicate whether the company's products conform to national/international standards. If yes please attach copies of the certificates.

Section 4:

32. Enter the name(s) of UN organizations which your company has dealt with recently. Provide the value and the year of the contract, the goods/services supplied and the country of destination of each contract.

Section 5:

35. Please confirm if your company is aware of the UN Global Compact Initiatives – ten universally accepted principles of Human Rights, Labour, Environment and Anti-Corruption – by marking Yes or No. Also, please state if you have signed up to this initiative or you intend to do so.

Section 6:

36. The Earth Summit, held in Rio de Janeiro in 1992, emphasised the necessity to protect and renew the earth's limited resources. Agenda 21 was adopted by 178 governments and lays an emphasis for the UN to exercise leadership, i.e. towards promoting environmental sensitive procurement policies for goods and services. Please indicate whether your company has a written statement of its Environmental Policy and, if so, please provide a copy.

Section 8:

39. Official benefits: UNHCR adopted "zero tolerance" policy that strictly prohibits the acceptance of any type of gift and/or hospitality by UN staff members participating in the procurement process. Please confirm your acceptance by answering Yes or No if otherwise.

Section 9:

41. Please read carefully the enclosed UNHCR General Term and Conditions, as signing of the form signifies acceptance. The form should be stamped and signed by the person completing it and their name and title should be typed, along with the date.



UNHCR

United Nations High Commissioner for Refugees
Haut Commissariat des Nations Unies pour les réfugiés

GENERAL CONDITIONS OF CONTRACT

CONTRACTS FOR THE PROVISION OF SERVICES

1. **LEGAL STATUS OF THE PARTIES:** The United Nations Office of the High Commissioner for Refugees (“UNHCR”) 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, UNHCR, as a subsidiary organ of the United Nations, 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* UNHCR, 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. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNHCR in connection with the performance of its obligations under the Contract. Should any authority external to UNHCR seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify UNHCR in writing and provide all reasonable assistance required by UNHCR. 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 UNHCR, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNHCR.
3. **RESPONSIBILITY FOR EMPLOYEES:** The following provisions shall apply:
 - 3.1 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.
 - 3.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNHCR, 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.
 - 3.3 At the option of and in the sole discretion of UNHCR:
 - 3.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNHCR prior to such personnel’s performing any obligations under the Contract;
 - 3.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNHCR prior to such personnel’s performing any obligations under the Contract; and,
 - 3.3.3 in cases in which, pursuant to Article 3.3.1 or 3.3.2, above, UNHCR has reviewed the qualifications of such Contractor’s personnel, UNHCR may reasonably refuse to accept any such personnel.
 - 3.4 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:
 - 3.4.1 UNHCR 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.



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Haut Commissariat des Nations Unies pour les réfugiés

- 3.4.2 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 UNHCR, which shall not be unreasonably withheld.
- 3.4.3 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.
- 3.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
- 3.4.5 Any request by UNHCR 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 UNHCR shall not bear any liability in respect of such withdrawn or replaced personnel.
- 3.4.6 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 UNHCR 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.
- 3.5 Nothing in Articles 3.2, 3.3 and 3.4, above, shall be construed to create any obligations on the part of UNHCR 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.
- 3.6 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 UNHCR shall:
- 3.6.1 undergo or comply with security screening requirements made known to the Contractor by UNHCR, including but not limited to, a review of any criminal history;
- 3.6.2 when within UNHCR premises or on UNHCR property, display such identification as may be approved and furnished by UNHCR 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 UNHCR for cancellation.
- 3.7 Not less than one working day after learning that any of Contractor's personnel who have access to any UNHCR 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 UNHCR about the particulars of the charges then known and shall continue to inform UNHCR concerning all substantial developments regarding the disposition of such charges.
- 3.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNHCR premises or on UNHCR property shall be confined to areas authorized or approved by UNHCR. 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 UNHCR premises or on UNHCR property without appropriate authorization from UNHCR.
- 4. ASSIGNMENT:**
- 4.1 Except as provided in Article 4.2, 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 UNHCR. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNHCR. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under the Contract, except with the prior written consent of UNHCR. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNHCR.
- 4.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that:*



UNHCR

United Nations High Commissioner for Refugees
Haut Commissariat des Nations Unies pour les réfugiés

- 4.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,
 - 4.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,
 - 4.2.3 the Contractor promptly notifies UNHCR about such assignment or transfer at the earliest opportunity; *and*,
 - 4.2.4 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 UNHCR following the assignment or transfer.
5. **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 UNHCR. UNHCR shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNHCR reasonably considers is not qualified to perform obligations under the Contract. UNHCR shall have the right to require any subcontractor's removal from UNHCR 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.
6. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of UNHCR. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.
7. **INDEMNIFICATION:**
- 7.1 The Contractor shall indemnify, defend, and hold and save harmless, UNHCR, 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 UNHCR, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:
 - 7.1.1 allegations or claims that the possession of or use by UNHCR of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNHCR 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*,
 - 7.1.2 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.
 - 7.2 The indemnity set forth in Article 7.1.1, above, shall not apply to:
 - 7.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNHCR 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*
 - 7.2.2 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 UNHCR or another party acting under the direction of UNHCR made such changes.
 - 7.3 In addition to the indemnity obligations set forth in this Article 7, the Contractor shall be obligated, at its sole expense, to defend UNHCR and its officials, agents and employees, pursuant to this Article 7, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.



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- 7.4 UNHCR 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 UNHCR or any matter relating thereto, which only UNHCR itself is authorized to assert and maintain. UNHCR 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.
- 7.5 In the event the use by UNHCR of any goods, property or services provided or licensed to UNHCR 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:
- 7.5.1 procure for UNHCR the unrestricted right to continue using such goods or services provided to UNHCR;
- 7.5.2 replace or modify the goods or services provided to UNHCR, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,
- 7.5.3 refund to UNHCR the full price paid by UNHCR for the right to have or use such goods, property or services, or part thereof.

8. INSURANCE AND LIABILITY:

- 8.1 The Contractor shall pay UNHCR promptly for all loss, destruction, or damage to the property of UNHCR 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.
- 8.2 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:
- 8.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
- 8.2.2 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;
- 8.2.3 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*,
- 8.2.4 such other insurance as may be agreed upon in writing between UNHCR and the Contractor.
- 8.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.
- 8.4 The Contractor acknowledges and agrees that UNHCR 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.
- 8.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNHCR, 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:



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- 8.5.1 name UNHCR as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
- 8.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNHCR;
- 8.5.3 provide that UNHCR 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*,
- 8.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNHCR.
- 8.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
- 8.7 Except for any self-insurance program maintained by the Contractor and approved by UNHCR 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 UNHCR. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNHCR with evidence, in the form of certificate of insurance or such other form as UNHCR may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNHCR 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 8.5.3, above, the Contractor shall promptly notify UNHCR concerning any cancellation or material change of insurance coverage required under the Contract.
- 8.8 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.
9. **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 UNHCR.
10. **EQUIPMENT FURNISHED BY UNHCR TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNHCR to the Contractor for the performance of any obligations under the Contract shall rest with UNHCR, and any such equipment shall be returned to UNHCR at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNHCR, 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 UNHCR for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
11. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
- 11.1 Except as is otherwise expressly provided in writing in the Contract, UNHCR 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 UNHCR 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 UNHCR.
- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNHCR does not and shall not claim any ownership interest thereto, and the Contractor grants to UNHCR 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.



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- 11.3 At the request of UNHCR, 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 UNHCR in compliance with the requirements of the applicable law and of the Contract.
- 11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNHCR, shall be made available for use or inspection by UNHCR at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNHCR authorized officials on completion of work under the Contract.
12. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS OR OF UNHCR:** 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 or UNHCR, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations or of UNHCR, or any abbreviation of the name of the United Nations or of UNHCR in connection with its business or otherwise without the written permission of UNHCR..
13. **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”)¹, shall be held in confidence by that Party and shall be handled as follows:
- 13.1 The recipient (“Recipient”) of such Information shall:
- 13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,
- 13.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.
- 13.2 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 13, the Recipient may disclose Information to:
- 13.2.1 any other party with the Discloser’s prior written consent; *and*,
- 13.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:
- 13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,
- 13.2.2.2 any entity over which the Party exercises effective managerial control; *or*,
- 13.2.2.3 for UNHCR, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.
- 13.3 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 UNHCR, the Contractor will give UNHCR sufficient prior notice of a request for the disclosure of Information in order to allow UNHCR to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4 UNHCR 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.

¹ Information and data that is considered by UNHCR as proprietary and confidential includes, but is not limited to, data pertaining to refugees and persons of concern to UNHCR.



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- 13.5 The Recipient shall not be precluded from disclosing Information that is (i) obtained by the Recipient without restriction from a third party who is not in breach of any obligation as to confidentiality to the owner of such Information or any other person, or (ii) disclosed by the Discloser to a third party without any obligation of confidentiality, or (iii) previously known by the Recipient, or (iv) at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 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.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

- 14.1 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.
- 14.2 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, UNHCR shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 15, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNHCR 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.
- 14.3 *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 UNHCR is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

15. TERMINATION:

- 15.1 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 18 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.
- 15.2 UNHCR may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNHCR applicable to the performance of the Contract or the funding of UNHCR 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, UNHCR may terminate the Contract without having to provide any justification therefor.
- 15.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNHCR, the Contractor shall, except as may be directed by UNHCR in the notice of termination or otherwise in writing:
- 15.3.1 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;



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- 15.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
 - 15.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNHCR and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;
 - 15.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;
 - 15.3.5 transfer title and deliver to UNHCR the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;
 - 15.3.6 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 UNHCR thereunder;
 - 15.3.7 complete performance of the work not terminated; *and*,
 - 15.3.8 take any other action that may be necessary, or that UNHCR 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 UNHCR has or may be reasonably expected to acquire an interest.
- 15.4 In the event of any termination of the Contract, UNHCR shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNHCR shall not be liable to pay the Contractor except for those goods delivered and services provided to UNHCR 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 UNHCR or prior to the Contractor's tendering of notice of termination to UNHCR.
- 15.5 UNHCR may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
- 15.5.1 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;
 - 15.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
 - 15.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
 - 15.5.4 a receiver is appointed on account of the insolvency of the Contractor;
 - 15.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,
 - 15.5.6 UNHCR 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.
- 15.6 Except as prohibited by law, the Contractor shall be bound to compensate UNHCR for all damages and costs, including, but not limited to, all costs incurred by UNHCR in any legal or non-legal proceedings, as a result of any of the events specified in Article 15.5, 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 UNHCR of the occurrence of any of the events specified in Article 15.5, above, and shall provide UNHCR with any information pertinent thereto.
- 15.7 The provisions of this Article 15 are without prejudice to any other rights or remedies of UNHCR under the Contract or otherwise.
16. **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.



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17. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNHCR shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNHCR 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.
18. **SETTLEMENT OF DISPUTES:**
- 18.1 **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.
- 18.2 **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 18.1, 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 of Protection”) 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.
19. **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 or of UNHCR (as a subsidiary organ of the United Nations).
20. **TAX EXEMPTION:**
- 20.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including UNHCR as one of 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 UNHCR from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNHCR to determine a mutually acceptable procedure.
- 20.2 The Contractor authorizes UNHCR to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNHCR before the payment thereof and UNHCR 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 UNHCR with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNHCR shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNHCR and paid by the Contractor under written protest.
21. **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 UNHCR, as such obligations are set forth in vendor registration procedures.
22. **MODIFICATIONS:**
- 22.1 The Director of the Division for Emergency and Supply Management, or such other contracting authority as UNHCR has made known to the Contractor in writing, possesses the authority to agree on behalf of UNHCR to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional



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contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against UNHCR unless provided by a valid written amendment to the Contract signed by the Contractor and the Director of the Division for Emergency and Supply Management or such other contracting authority.

- 22.2 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 22.1, above.
- 22.3 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 UNHCR nor in any way shall constitute an agreement by UNHCR thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 22.1, above.

23. AUDITS AND INVESTIGATIONS:

- 23.1 Each invoice paid by UNHCR shall be subject to a post-payment audit by auditors, whether internal or external, of UNHCR or by other authorized and qualified agents of UNHCR 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. UNHCR shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNHCR other than in accordance with the terms and conditions of the Contract.
- 23.2 The Contractor acknowledges and agrees that, from time to time, UNHCR 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. The right of UNHCR to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. 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 UNHCR 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 UNHCR hereunder.

24. LIMITATION ON ACTIONS:

- 24.1 Except with respect to any indemnification obligations in Article 7, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 18.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.
- 24.2 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.

25. **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. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

26. **MINES:** The Contractor warrants and represents 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



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utilized in the manufacture of anti-personnel mines. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

27. SEXUAL EXPLOITATION:

27.1 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. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of these provisions shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

27.2 UNHCR 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.

28. EXPLOITATION AND ABUSE OF REFUGEES AND OTHER PERSONS OF CONCERN TO UNHCR: The Contractor warrants that it has instructed its personnel to refrain from any conduct that would adversely reflect on UNHCR and/or the United Nations and from any activity which is incompatible with the aims and objectives of the United Nations or the mandate of UNHCR to ensure the protection of refugees and other persons of concern to UNHCR. The Contractor hereby undertakes all possible measures to prevent its personnel from exploiting and abusing refugees and other persons of concern to UNHCR. The failure of the Contractor to investigate allegations of exploitation and abuse against its personnel or related to its activities or to take corrective action when exploitation or abuse has occurred, shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, at no cost to UNHCR.

29. PAYMENT INSTRUCTIONS: UNHCR shall, on the fulfillment of the delivery terms, unless otherwise provided in the Contract or purchase order, make payment by bank transfer within thirty days of receipt of the Contractor's invoice for the goods and copies of any other documentation specified in the Contract. Payment against the invoice referred to above will reflect any discount shown under the payment terms agreed among the parties, provided payment is made within the period required by such payment terms. The prices shown in the Contract or the purchase order may not be increased except by express written agreement of UNHCR. Documents are to be sent to the address indicated in the Contract or purchase order.

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UN SUPPLIER CODE OF CONDUCT

UN Charter: The values enshrined in the United Nations (UN) Charter, *respect for fundamental human rights, social justice and human dignity, and respect for the equal rights of men and women*, serve as the overarching goals that suppliers to the UN are expected to achieve.

Global Compact: At the World Economic Forum, Davos, on 31 January 1999, the UN Secretary-General challenged world business leaders to "embrace and enact" the Global Compact, both in their individual corporate practices and by supporting appropriate public policies. The Global Compact's operational phase was launched at UN Headquarters in New York on 26 July 2000. During the first Global Compact Leaders Summit, held on 24 June 2004 at UN Headquarters in New York, the Secretary-General announced the addition of a tenth principle against corruption. The Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization. The United Nations strongly encourages all suppliers to actively participate in the Global Compact. And to that end, this Code has been developed with recognition of the importance of the ten principles of the UN Global Compact, and is viewed as an important means of integrating the Compact's principles into the operations of the UN. The Code addresses the issues included in the Compact in the areas of human rights, labour, environment and anti-corruption and interpretation of the Code should be undertaken in a manner consistent with the Global Compact. Suppliers interested in supporting the Global Compact and for more information on the ten principles, can visit the Global Compact website at www.unglobalcompact.org.

International Labor Organization (ILO) Core Labor Conventions: The Labour Conventions as established by the tripartite UN affiliated agency, the ILO, have served as the foundation on which much of this Code of Conduct is based. It is the UN's expectation that any supplier providing products or services to the UN, will adhere to the spirit of its Charter, and the core principles of the ILO Conventions. The full text of the ILO Conventions can be accessed by accessing the ILO electronic database¹.

Continuous Improvement: The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to the UN. It is the expectation of the UN that suppliers adhere to all laws, rules and regulations, and strive to exceed both international and industry best practices. The UN recognizes that reaching the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions.

Monitoring and Evaluation: The UN may conduct on-site evaluations and inspections of its supplier's facilities and those of their subcontractors to review their progress towards these principles. It is the expectation of the UN that suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. The UN may monitor that milestones have been set and management systems have been put in place to ensure that the principles set out in this Code of Conduct have been met and failure to do so may impact the future ability of a supplier to do business with the UN. Notwithstanding the aspirational character of the principles contained in this Code of Conduct, UN Suppliers must understand that if they are awarded a contract with the United Nations, the United Nations General Conditions of Contract are an essential part of UN contracts and, therefore, legally enforceable against UN contractors.

¹ www.ilo.org/ilolex/english/convdisp2.htm.

1. **Supplier Relationships:** The provisions of this Code of Conduct set forth the expectations of all suppliers with whom the UN does business. The UN expects that these principles apply to suppliers, parent entities and subsidiary or affiliate entities, as well as all others with whom they do business including employees, subcontractors and other third-parties. The UN expects that suppliers ensure that this Code of Conduct is communicated to the employees and subcontractors of all suppliers, and that it is done in the local language and in a manner that is understood by all.
2. **Promoting the Principles of this Code of Conduct:** The UN expects that its suppliers will establish and maintain appropriate management systems whose scope is related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. All principles contained in this Code of Conduct are of equal importance independently of their order of appearance. Supplier participants in the Global Compact are strongly encouraged to operationalize its principles and to annually communicate their progress to stakeholders.
3. **Subcontracting:** The UN expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct or equivalent set of principles.

Labour:

4. **Freedom of Association and Collective Bargaining:** The UN expects its suppliers to recognize and respect the rights of employees to freely associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed, as well as core ILO conventions *Freedom of Association and Protection of the Right to Organise Convention, (C 87, 1948)* and *Right to Organise and Collective Bargaining Convention, (C.98-1949)*. The UN recognizes the importance of open communication and direct engagement between workers and management and suppliers are to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.
5. **Forced Labor:** The UN expects its suppliers to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with ILO conventions pertaining to forced labor: *Forced Labour Convention, (c.29-1930)* and *Abolition of Forced Labour Convention, (C.105-1957)*. All work, including overtime work, will be voluntary and workers should be free to leave upon reasonable notice. Suppliers should also not mandate that workers hand over government-issued identification; passports or work permits as a condition of employment.
6. **Child Labor:** The UN expects its suppliers, at a minimum, not to engage in any practice inconsistent with the rights set forth in the *Convention on the Rights of the Child, the ILO Minimum Age Convention (C.138-1973)* or the *Prohibition and Immediate Elimination of the Worst Forms of Child Labor Convention (C. 182-1999)*. The minimum admission to employment or work shall not be less than the age of completion of compulsory schooling, normally not less than 15 years or 14 where the local law of the country permits, deferring to the greatest age. Additionally, all young workers must be protected from performing any work that is likely to be hazardous or to interfere with the child's education or that may be harmful to the child's health, physical, mental, social, spiritual or moral development. All suppliers should also adhere to legitimate workplace apprenticeship programs and comply with all laws and regulations governing child labor and apprenticeship programs.
7. **Discrimination:** The UN does not tolerate any form of discrimination in hiring and employment practices on the ground or race, color, religion, gender, sexual orientation, age, physical ability, health condition, political opinion, nationality, social or ethnic origin, union membership or marital status.

Consistent with the principles espoused in ILO Conventions on Discrimination (Discrimination (Employment and Occupation) Convention, C.111-1958) and Equal Remuneration (Equal Remuneration Convention, C. 100-1951), the UN also discourages discrimination regarding access to training, promotion, and rewards.

8. **Working Hours:** The UN expects its suppliers to comply with all applicable working hour requirements as established by local law, and should never exceed 60 hours per week, including overtime, except in emergency or unusual situations. Suppliers must ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. Suppliers are encouraged to ensure that workers are provided with one day off in every seven-day week.
9. **Compensation:** The UN expects its suppliers to comply, at a minimum, with all wage and hour laws and regulations, including those pertaining to minimum wages, overtime wages, piece rates, other elements of compensation and to provide legally mandated benefits

Human Rights:

10. **Human Rights:** The UN expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.
11. **Harassment, Harsh or Inhumane Treatment:** The UN expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.
12. **Health and Safety:** The UN expects its suppliers to follow all relevant legislation, regulations and directives in country in which they operate to ensure a safe and healthy workplace or any other location where production or work is undertaken. At a minimum, suppliers should strive to implement recognized management systems and guidelines such as the *ILO Guidelines on Occupational Safety and Health (ILO-OSH-2001)* which can be found at ILO's website² and ensure at a minimum, reasonable access to potable water and sanitary facilities; fire safety; emergency preparedness and response; industrial hygiene; adequate lighting and ventilation; occupational injury and illness and machine safeguarding. Suppliers will also ensure these same standards apply to any dormitory or canteen facilities.
13. **Mines:** We expect UN suppliers to strive not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

Environment:

14. **Environmental:** The UN expects its suppliers to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

² www.ilo.org/public/english/protection/safework/managmnt/guide.htm

15. **Chemical and Hazardous Materials:** Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.
16. **Wastewater and Solid Waste:** Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.
17. **Air Emissions:** Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.
18. **Minimize Waste, Maximize Recycling:** Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

Bribery & Corruption:

19. **Corruption:** The UN expects UN suppliers to adhere to the highest standard of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery, at a minimum.
20. **Conflict of Interest:** UN suppliers are expected to disclose to the UN any situation that may appear as a conflict of interest, and disclose to the UN if any UN official or professional under contract with the UN may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.
21. **Gifts and Hospitality:** The UN has a "zero tolerance" policy and does not accept any type of gift or any offer of hospitality. The UN will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. The UN expects UN suppliers not to offer any benefit such as free goods or services or a work position or sales opportunity to a UN staff member in order to facilitate the suppliers business with the UN.
22. **Post employment restrictions:** Post-employment restrictions apply to UN former staff members and to staff in service who participated in the procurement process, as well as to UN suppliers. For a period of one year following separation from service, former staff members are prohibited from seeking or accepting employment, from a UN supplier. Staff members in service must also refrain from accepting any future employment from a UN supplier, with whom they have been involved with. In case of violations of these provisions, UN Suppliers may be subject to having their registration as a qualified supplier with the United Nations barred, suspended or terminated.

We encourage UN suppliers to communicate to us any actions taken to improve its business practices and to send us suggestions about how can the UN best contribute to the implementation of the principles set out in this Code of Conduct.

Contacts:

Any questions related to this Code of Conduct can be addressed to the Chief, Procurement Service.