



**UNHCR**

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

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**DATE: 12 AUGUST 2021**

**REQUEST FOR QUOTATION: NO. RFQ/HCR/KAD/SUP/2021/009**

**SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF MONITORING  
AND INCIDENT RECORDING SYSTEM (CCTV SYSTEM) FOR UNHCR ABU  
JUBAYHAH FIELD-UNIT, SOUTH KORDOFAN, SUDAN**

**QUOTATION TO BE RECEIVED BY: 26 AUGUST 2021 – 15:00 HRS**

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The Office of the United Nations High Commissioner for Refugees (UNHCR) established on December 14, 1950 by the United Nations General Assembly<sup>1</sup>, requests your response for this RFQ for supply, delivery, installation, and commissioning of monitoring and incident recording system (CCTV System) for UNHCR Abu Jubayhah Field-Unit, South Kordofan, Sudan

**1. REQUIREMENT:**

As per **Annex A:** Terms of Reference and **Annex B:** Financial Offer

**2. RFQ DOCUMENTS-ANNEXES:**

The followings Annexes are integral part of this RFQ:

- Annex A: Terms of Reference
- Annex B: Financial Offer
- Annex C: Vendor Registration Form
- Annex D: UNHCR General Conditions of Contracts for provision of Services
- Annex G: UN Code of conduct

**Please note that UNHCR has tax and duty exemption status.**

**BID VALIDITY:** You are requested to hold your offer valid for **90** days from the deadline for submission. UNHCR will make its best effort to select a firm within this period.

**PAYMENT:** Payment will be made within **30** days of receipt in UNHCR, Kadugli Sub Office of complete documents in good order after satisfactory delivery of goods/services. UNHCR does not undertake to pay by letters of credit or in advance of delivery.

**CURRENCY OF PAYMENT:** Payment will be made in the currency in which the purchase order is issued.

**IMPORTANT: UNHCR can only facilitate payments through the local banks and not banks outside Sudan and therefore the current market condition must be factored in before submitting your quote**

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<sup>1</sup> For further information on UNHCR, please see <http://www.unhcr.org>

**Vendor Registration Form:** If your company is not registered with UNHCR you should complete, sign, and submit with your offer the Vendor Registration Form (**Annex C**). Please note that these terms and conditions (**Annex D**) will be strictly adhered to for the purpose of any future contract.

**3. ACKNOWLEDGMENT:**

We would appreciate your informing us of the receipt of this RFQ by return email to [sudkh-su@unhcr.org](mailto:sudkh-su@unhcr.org). As to:

- Your confirmation of receipt of this RFQ
- Whether or not you will be submitting a bid

**4. CLARIFICATIONS:**

Bidders are required to submit any request for clarification or any question in respect of this RFQ by e-mail to [sudkh-su@unhcr.org](mailto:sudkh-su@unhcr.org). The deadline for receipt of questions is 18 August 2021 15:00 HRS Sudan Standard Time. Bidders are requested to keep all questions concise.

**5. YOUR OFFER**

Your Offer shall be prepared in English.

Please submit your offer using the submission all **templates provided**. It should conform to the requirements and contain all information required. Your offer should consist of the following **signed and stamped** documents:

- This RFQ document
- Annex A: Terms of Reference
- Annex B: Financial Offer
- Annex C: Vendor Registration Form (if not registered)

Please fill in below lines:

Name of the vendor:.....

Address/telephone No:.....

Email address:.....

Contact person/ title:.....

Delivery lead time in days.....

Delivery term; .....

Delivery location: .....

Total amount without VAT (**Indicate USD or SDG**):.....

Total amount in words:.....

Offer validity period:.....

Indicate that you accept UNHCR general conditions of contracts for provision of services/ UN code of conduct:.....

Date:.....

Signature & Stamp:.....

**6. RFQ SUBMISSION**

We would appreciate receiving your quotation on or before **26 August 2021, 15:00 HRS Sudan Standard Time** by return only to email: [sudkh-su@unhcr.org](mailto:sudkh-su@unhcr.org).

Please be aware of the fact that the e-mail policy employed by UNHCR limits the size of attachments to a maximum of **10 Mb** so it may be necessary to send more than one e-mail for the whole submission.

Please indicate in the e-mail subject field:

-RFQ Number: RFQ/HCR/KAD/SUP/2021/009 Name of your firm.

-Number of e-mails that are sent (example: 1/2, 2/2).

**Bids received after the deadline for submission of bids and bids transmitted in any other manner than those indicated above may not be considered.**

Information provided by the bidder will constitute the basis for eventual purchase order(s). UNHCR may, at its discretion, extend the deadline for the submission of proposals, 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.

Your quotation must be valid at least for **(90)** days. The standard payment terms of UNHCR is net **(30)** days upon satisfactory delivery of goods or services and acceptance thereof by UNHCR.

Please find attached in **(ANNEX D)** the UNHCR's General Conditions of Contracts for the Provision of Service. You must clearly indicate in your quotation if you accept them.

Thank you for your kind attention.



Digitally signed  
by Sdah Mostafa  
Senior Supply  
Associate  
Date: 2021.08.12  
16:57:29 +02'00'

**Sdah Mostafa  
Senior Supply Associate  
UNHCR Kadugli Sub-Office, Sudan**

**Annex A: Terms of Reference**

**Supply, Delivery, Installation, and Commissioning of Monitoring and Incident Recording System (CCTV System) for UNHCR Abu Jubayhah Field-Unit, South Kordofan, Sudan**

The United Nations High Commissioner for Refugees in Sudan invites the qualified Service Provider/Vendor to offer Installation and Commissioning of a Monitoring and Incident Recording System (CCTV System).

The vendor shall provide high quality of the requested CCTV Systems and professional support services to UNHCR in Sudan in full compliance with these Terms of Reference.

For the UNHCR office below:

State	S/N	Site Name
<b>South Kordofan</b>	1	FU Abu Jubayhah

**A. General Objectives**

1. The work includes the furnishings of materials, consumable materials, facilities, civil works, labour, tools, equipment, test instruments, apparatus, specialties and other services necessary to complete the installation and commissioning of the Intelligent Video Solution system at the UNHCR Office (Abu Jubayha) mentioned above which should include all peripherals equipment system necessary for the completion of the project.
2. The VENDOR shall be responsible for any additional electrical power requirements with the coordination and approval of UNHCR.
3. The VENDOR will have access to the site seven (7) days a week starting on the date of receipt of the notice to proceed, however, all works should be coordinated with UNHCR on a weekly basis and can be revoked or suspended at any time in case of urgent operational need.
4. The VENDOR shall submit a weekly progress report.
5. The VENDOR shall submit the following documentation to UNHCR upon completion of the project.
  - System brochures/documentation for systems operational & Maintenance/User Manuals.
  - Detailed equipment list stating the location, make model, serial numbers, firmware etc.
  - Result of system test as per manufacturer standards
  - System and Workmanship Warranty/Guarantee
  - Maintenance proposals
  - Certification of Parts availability and support for One [1] year

- Training Certification of attendees for Operations and Maintenance of the system.

## B. Deliverables

S/N	Site Name	Description	Quantity
1	FU Abu Jubiha	Network PTZ Camera with IR	1
		Bullet IP Camera with Optical Zoom	10
		Standard Network Video Recorder (NVR) 32 Channels, with embedded Video Management System	1
		42" Monitor	2
		Patch Panels, Patch Cords, Cable Manager	TBD
		19 U Data Cabinet	1
		MERAKI MS210-48FP Layer-2 Switch with 5yr Enterprise license	1

## C. Technical Specification

1. Network PTZ Camera with IR Night Vision	
Camera	Must be 1/2.8" 4.0MP progressive scan CMOS
	Must have illumination of Color: 0.02lux and B/W: 0.002 lux and 0 lux with IR
	Must have F1.5, AGC ON aperture
	Must have at least 55dB S/N Ratio
	Shall have automatic and manual White Balance
	Shall have automatic and manual Gain Control
	Shall have focal length of ranging 4.7 ~ 94mm, with 30x optical zoom or more
	Shall have a 3s of zooming speed
	Must have 300(Wide)- 1500mm(Tele) for minimum object distance
	Shall have shutter speed range of 1/10 up to 1/30,000s
	Must have Auto, Manual, and Semi-Automatic for focus control
	Shall have 360° Endless pan and -15° - 90° with Auto Flip functionality
	Shall have automatic adjustment in accordance to zoom ratio
	Must be capable of Off, BLC, and WDR and HLC for backlight compensation
	Must have SMART IR distance of 120m to 180m
	Shall have 255 presets
	Shall have atleast 8 patrol scheming and up to 32 presets per patrol
Shall have pattern scan and panorama scan as auto guarding	
Shall have Night vision	
Shall have PTZ control with mouse click and drag	
Video	Must be H.265 / H.264 / MPEG4
	Shall have 1080p Resolution
	Must have 3D noise reduction
	Must have up to 4 zones of privacy masking and motion detection
	Must have Date & Time, Alarm as caption
	Must be capable of caption customizing
	Must be capable of video freeze

<b>Audio</b>	Shall have Bi-directional audio, AEC, mixed audio recording, dumb and mute
	Must have the following audio compressions G.711a / G.711u / ADPCM / G.722 / AAC-LC / G.722.1c / G.726
<b>Alarm</b>	Shall have 1x alarm input and 1x alarm output
	Shall have motion detection, tampering, guard line, enter or exit guard area
	Must have alarm events such as Alarm report, Recording, Text overlay, Snapshot, External output, Email notice and Acoustic alarm
	Must have Motion detection and Alarm input as alarm triggers
<b>Network</b>	Must be ONVIF (Profile S), GB/T 28181-2011 and API, CGI
	Shall have network protocols TCP/IP, UDP, HTTP, DHCP, DNS/DDNS, RTP/RTCP, RTSP, PPPoE, FTP, VSIP, UPnP, 802.1x
	Must have Automatic Network Replenishment (ANR)
<b>Protection</b>	Must have at least IP66 ingress protection
	Must have alarm input and alarm outputs
	Must have 10/100M, RJ45 interface
<b>Operating Conditions</b>	Must have built-in 6000V lightning protection, surge protection and voltage transient protection, good weather proofing
<b>Regulatory</b>	Must be CE, FCC and Rohs listed
<b>2. Bullet IP Camera- 4.0MP</b>	
<b>Camera</b>	Must be 1/3" 4.0MP progressive scan CMOS
	Must have illumination of Color: 0.05lux and B/W: 0lux with IR
	Must have F1.6, AGC ON aperture
	Must have at least 50dB S/N Ratio
	Shall have automatic and manual White Balance
	Shall have automatic and manual Gain Control
	Shall have of up 8mm focal length
	Must have manual/automatic for focus control with one click auto-focus
	Shall have up to 30m Smart IR distance
	Must be M12 of mount type
	Shall have shutter speed range of 1/10 up to 1/30,000s
	Shall have Auto ICR, Color, B/W for day and night functionality
	Must be capable of Off, BLC, WDR and HLC for backlight compensation
	Must have SMART IR distance atleast 30m
Shall have only 1pc IR LED	
<b>Video</b>	Must be H.265 / H.264 / MPEG4
	Shall have 2592x1520 Mainstream resolution and D1 for secondary streaming both at 30 fps
	Shall have multi-streams
	Shall have atleast 4 zones of privacy masking and motion detection
<b>Alarm</b>	Must have 3D noise reduction
	Must have 1 alarm input and 1 alarm output
	Shall have alarm input, network disconnect, disk full and disk error as alarm triggers
<b>Audio</b>	Must have motion detection, tampering, guard line, defocus, scene change, enter or exit guard area, object removal, gathering, and audio surge
	Must have the following audio compressions G.711a ,G.711u, ADPCM, G.722, and AAC-LC
	Shall have acoustic alarm
	Shall have Bi-directional audio, AEC, mixed audio recording, dumb and mute
<b>Audio</b>	Shall have network protocols TCP/IP, UDP, HTTP, DHCP, DNS/DDNS, RTP/RTCP, RTSP, PPPoE, FTP, VSIP, IPv4, IPv6 (optional)

	Must be ONVIF and also has API and CGI
	Must have Automatic Network Replenishment (ANR)
<b>Protection</b>	Must have at least IP66 ingress protection
<b>Interface</b>	Must be able to use Power over Ethernet (IEEE 802.3af compliant)
	Must have 10/100M, RJ45 interface
	Must be capable of alarm input/output connectors
	Must have RS485
	Shall have 1 x BNC, 1.0V [p-p] / 75Ω for video output
<b>Regulatory</b>	Must be CE, FCC and Rohs listed

<b>3. Standard Network Video Recorder 32 Channels</b>	
Video/Audio Input	Must be capable of up to 32 channel
	Must have the following resolutions 6MP, 5MP, 4MP, 3MP, 1080p, UXGA, 960p, 720p, XGA, SVGA, D1, CIF, QCIF
	Shall have H.264 compression format
	Must have up to 240Mbps incoming bandwidth
Viewing	Shall have 2x HDMI and 1x VGA
	Must comply the following Multi screen display for client: 1, 3, 4, 9, 12, 16, 20, 25, 30, 36, 42, 49, 56, 63, 64, 1+5, 1+7, 1+8, 1+9, 1+11, 1+15, 1+16, 1+33, 1+47, 1+48
	Must comply up to 4 simultaneous screens
	Must have E-mapping and can do live-viewing
Recording	Must have Manual mode, Continuous mode, Schedule mode and Event (Pre / Post) mode
	Must be capable of Tagging
Search & Playback	Must have Date & Time (Calendar) and Event search modes
	Must have 16 x 4K@30fps or 16 x 3MP@30fps resolution for Playback (client)
	Must have the capabilities to Slow forward, Fast forward, Loop, Single frame, E-PTZ and Slice playback
Storage	Storage Should be able to run for 1 Month before overwriting
	Must have disk dormancy
	Must be capable of external storage with Max. 100T and Max. write speed 128Mbps
Audio	Must have audio compressions G.711a, G.711u, ADPCM, G.722, G.722.1c and AAC-LC
Alarm	Shall have Alarm input, Video lost, Motion detection, Tampering, Guard line, Defocus, Sence change, Enter guard area, Exit guard area, Object left, Object removal, Gathering and Audio surge as service alarm triggers
	Shall have system alarm triggers specially MAC address conflict
System	Must be Embedded Linux
	Shall have User login, User operation, Alarm, Backup and Update as Log management
Network	Must have network protocols TCP/IP, UDP, HTTP, DHCP, DNS/DDNS, RTP/RTCP, RTSP, PPPoE, FTP, SNTp, VSIP, UPNP, SMTP, IPv4, IPv6 (optional)
	Must have functionalities of NAT, Socks5, Multiple access of network, Packet loss recovery and Auto organizing of network
	Shall support Network Testing
Interface	Shall have 1 x Gigabite network port, RJ45 interface
	Shall have RCA Line for audio in and audio out
	Shall have 1 VGA and 2 HDMI
	Must have 2x USB 3.0, or equivalent or better

Operating Conditions	Shall operate up to 55°C and 10%-90% relative humidity
Regulatory	Must be CE, FCC and Rohs listed
Software Base	Shall come with free software for PC
Smartphone Access	Shall be capable of smartphone viewing for IOS/Android
Hard disk	3 x 4TB Surveillance HDD or more
<b>3b. Embedded Central Video Management System (Include Software)</b>	
General Requirements	Must support up to 128 NVR
	Shall have different user level access
	Shall comply with latest Windows Operating systems Windows 10 recommended
	Shall have live update functionality
	Must have the ability to create group listing
	Must have up to 64 multi-window
	Shall have software type PTZ controller on the GUI
	Shall have in E-mapping
	Shall have multi-monitoring view
System	Must have synopsis
	Must have Super admin / Admin / User
	Shall comply with Windows10
	Shall have Import and Export path
	Shall have the functionality to take snapshots
	Must have search criteria such as People, Vehicle, Object, Direction and Color
	Must have search criteria via NVR, Camera, Date and Time
Must have Screen layout scheme	

<b>4. 5 kVA Uninterruptible Power Supply</b>	
General Requirements	Must be True On-line Double Conversion
	Shall have 220VAC, +/-25%, Single phase
	Shall have auto detect 50/60Hz
	Must have 3:1 of true harmonic distortion at linear load
	Must have zero transfer time
	Must have greater than 90% (inverter) and greater than 84% (whole) efficiency

<b>5. MERAKI MS210-48FP 48 Port Switch</b>	
General Requirements	Interfaces - 48 x 1GbE RJ45
	Uplinks - 4 x 1GbE SFP
	PoE capabilities - 740W
	Switching capacity - 176 Gbps



<b>Cabling and Conduits</b>	
	All cabling not concealed in walls or above finished ceiling should be in conduit, metal wire trough or wire mold. This includes cabling to panels and field devices as well as any cabling between panels.
	Cable trays shall be installed in IDF/MDF areas to route and manage both copper and fiber optics cables.
	All cabling and termination points shall be 100% tested, verified and certified to allow for manufacturer's warranty of the cabling system
	All fiber and copper horizontal and copper horizontal/vertical cabling shall be terminated to an unloaded patch panel
<b>Horizontal Cabling</b>	The CAT-6 UTP cable Shall be used
	The CAT-6 UTP cable, Information Outlet, Patch Cords must conform to the category 6 component specification
	The CAT-6 UTP cable, Information Outlet, Patch Cords performance guaranteed to meet or exceed Category 6 /Class E Channel Specification to 250 Mhz to support high-bandwidth data applications
	The Category 6 Information Outlets shall allow universal A/B type wiring and labelling
<b>Backbone Cabling</b>	Multi-mode 50µm Riser Building Cable
	The cable shall support Gigabit Ethernet (1000BASE-SX) to 550 meters or depending on the transceiver module
<b>Cable Testing</b>	All cables and termination hardware shall be 100% tested for defects in installation and to verify cabling system performance under installed conditions according to the requirements of ANSI/TIA/EIA-568-B
	Any defect in the cabling system installation including but not limited to cable, connectors, feed through couplers, patch panels, and connector blocks shall be repaired or replaced in order to ensure 100% useable conductors in all cables installed

#### **D. Installation**

- a) The VENDOR shall perform the installation, testing and commissioning of all equipment. All necessary tests, services and inspections to ensure the system functions and shall be checked and approved before the acceptance test. The proposal shall include a detailed time schedule not to cause interruptions in the operation of UNHCR.
- b) The VENDOR shall prepare and furnish fully dimensioned scaled drawings of builder's work arising from the installation of the equipment and system as well as for the equipment layout plans at various locations.

- c) The work drawings shall show:
- The general arrangement of cabinets and other facilities in the equipment areas as well as the operational area.
  - The general arrangement of cabling within the system.
- d) The “As-built” drawings shall show the general arrangement of all equipment’s and auxiliaries, positions of all electrical outlets, fittings, switches, switch-boards and control panels, cables, pipes, ducts runs, markers and underground ducts, inter-wiriness, schedules, plant manufacturers name plates, models and type numbers and other information necessary to facilitate routine inspection and maintenance of installation.
- e) Outdoor cables shall be, in principle, installed underground through galvanized steel pipe or of Electric Metallic Tubing (EMT) conduit. The cable conduits shall be sealed properly at both ends for protection of cables against rodents and inner edge at both ends shall be chamfered to avoid damage to cables during installation.
- f) No cables shall be installed until the inside of the conduit pipes have been cleaned.
- g) Roughing-ins including supports, boxes, fittings, cover plates, mounting brackets should be provided by the VENDOR.

#### **E. Training and Knowledge Transfer**

- The technical staff shall give the trainees detailed knowledge of the technical functions. On completion of the training, the trainees shall be able to perform tests of the system, to maintain the system.

#### **F. Inspection and Testing**

- Before the final acceptance of the work, the VENDOR shall test the system to demonstrate compliance with contract requirements.
- The whole system shall be subjected to complete functional and operational tests.
- When these tests have been completed and corrections made as necessary, the VENDOR shall submit a signed and dated certificate with a request for formal inspection and test.

#### **G. Warranty**

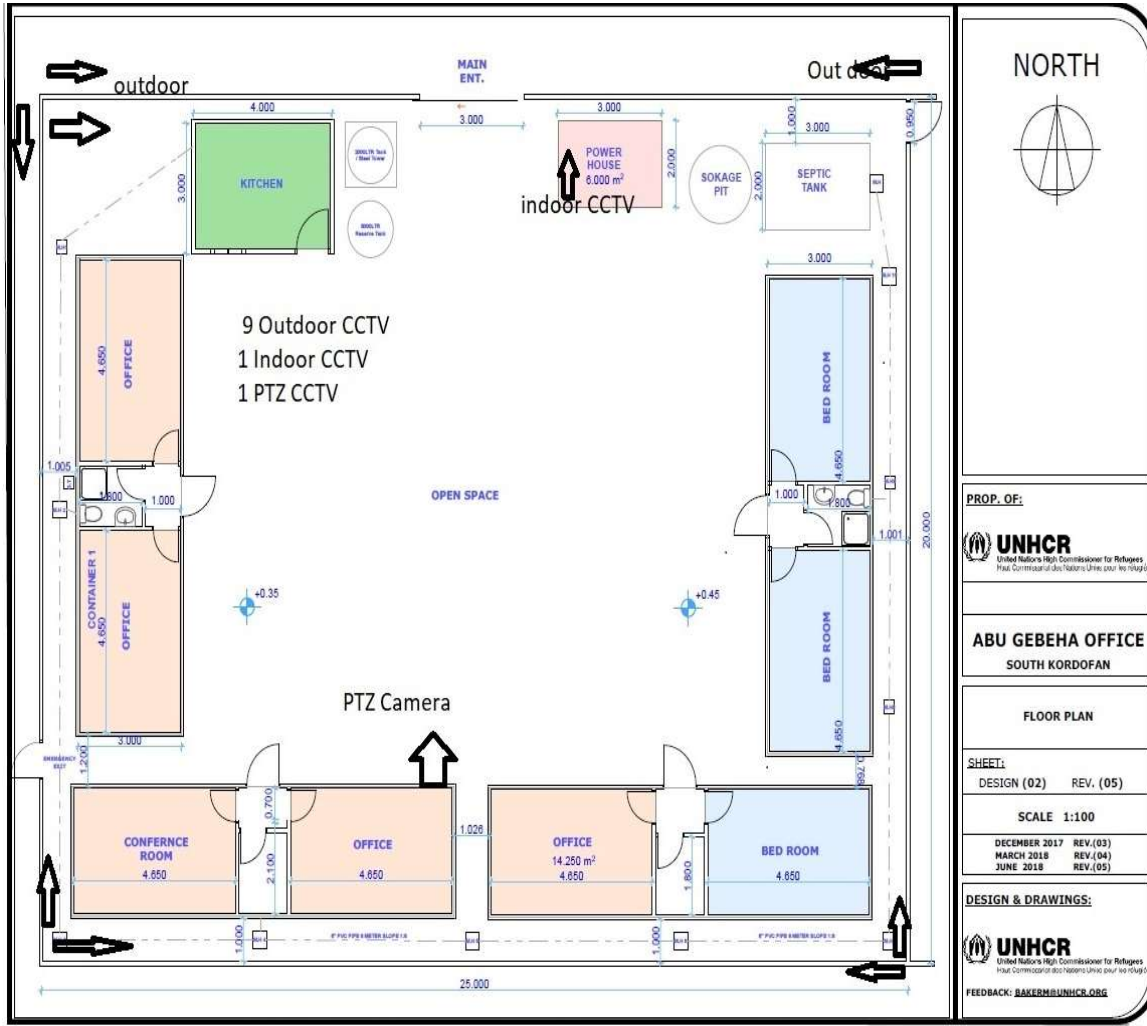
- Upon completion and before final acceptance of the work, the contractor/supplier shall furnish UNHCR with a written guarantee, stating that all works executed under this project are free from material defects and workmanship; and
- The guarantee for supplied equipment shall have a period of at least two (2) years inclusive labour, transportation and expenses that are needed for the repair/replacement of defective equipment.

#### **H. Maintenance**

- The VENDOR shall furnish UNHCR with an annual maintenance plan for the system detailing the processes and costings.

#### **I. Site Drawings:**

Below are the site drawings where the requested service should be implemented:



### Annex B: Financial Offer

After you fully go through, sign, and stamp the Request for Quotation document (RFQ), the Annex A: Terms of References (TOR), and the Annex C: Vendor Registration Form (if not registered), please fill the formal and financial information below the (without VAT):

#	Item	Specifications	UoM	Quantity	Unit Price	Total Price
1	Network PTZ Camera with IR	As per the TOR	Each	1		
2	Bullet IP Camera with Optical Zoom	As per the TOR	Each	10		
3	Standard Network Video Recorder (NVR) 32 Channels, with embedded Video Management System	As per the TOR	Each	1		
4	42" Monitor	As per the TOR	Each	2		
5	Patch Panels, Patch Cords, Cable Manager	As per the TOR	Job	1		
6	19 U Data Cabinet	As per the TOR	Each	1		
7	MERAKI MS210-48FP Layer-2 Switch with 5yr Enterprise license	As per the TOR	Each	1		
8	Installation and additional costs	As per the TOR	Job	1		
<b>Total Amount</b>						

Please fill the information below:

DATE: -----

NAME: -----

SIGNATURE: -----

COMPANY NAME: -----

MOBILE: -----

OFFICAL 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:

Postal Code:

City:

Country:

3. P.O. Box and Mailing Address:

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:

Partnership:

Other (specify):

14. Nature of Business:

Manufacturer:

Authorised Agent:

Trader:

Consulting Company:

Other (specify):

15. Year Established<sup>1</sup>:

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<sup>2</sup>:

26. Account currency<sup>3</sup>:

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

<sup>1</sup> 3 years of operation is a minimum.

<sup>2</sup> 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.

<sup>3</sup> 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:

<u>Organization:</u>	<u>Value:</u>	<u>Year:</u>	<u>Goods/Services Supplied:</u>	<u>Destination:</u>
_____	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](http://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](http://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.





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## 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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- 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:*



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- 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.

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”)<sup>1</sup>, 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.

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<sup>1</sup> 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.

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.



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



**UNHCR**

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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

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

**United Nations 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 overarching values to which suppliers of goods and services to the UN<sup>1</sup> are expected to adhere.

**Global Compact:** The Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization. The UN strongly encourages all suppliers to actively participate in the Global Compact. And to that end, this Code of Conduct 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 of Conduct 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 obtaining more information on the ten principles, can visit the Global Compact website at [www.unglobalcompact.org](http://www.unglobalcompact.org).

**International Labour Conventions and Recommendations:** The International Labour Standards (i.e., Conventions and Recommendations) as established by the tripartite UN specialized agency, the International Labour Organization (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, in addition to the values of the UN Charter, adhere to the principles concerning International Labour Standards summarized below in paragraphs 4 – 9.<sup>2</sup>

## 1. Scope of Application:

The provisions of this Code of Conduct set forth the UN's expectations for all suppliers that are registered with the UN or with whom it does business. The UN expects that these principles apply to suppliers and their employees, parent, subsidiary or affiliate entities, and subcontractors. The UN expects suppliers to ensure that this Code of Conduct is communicated to their employees, parent, subsidiary and affiliated entities as well as any subcontractors, and that it is done in the local language and in a manner that is understood by all. In order for a supplier to be registered as a UN supplier or to do business with the UN, the supplier is required to read and acknowledge that this Code of Conduct provides the minimum standards expected of UN Suppliers. In addition, suppliers should note that certain provisions of this Code of Conduct will be binding on the supplier in the event the supplier is awarded a contract by the UN pursuant to the terms and conditions of any such contract. Failure to comply with certain provisions may also preclude suppliers from being eligible for a contract award, as reflected in the solicitation documents of one or more organizations in the UN. Prospective suppliers are invited to review the specific terms and conditions of contract and procurement policies of the organization(s) within the UN with which they would like to do business in order to ascertain their current and future eligibility.

## 2. Continuous Improvement:

The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to the UN. The UN expects suppliers to strive to exceed both international and industry best practices. The UN also 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. The UN recognizes that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions accordingly.

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<sup>1</sup> In this Code of Conduct, "UN" shall refer to the UN Secretariat, Programmes and Funds of the UN, Specialised Agencies of the UN and all other entities belonging to the UN system, that have adopted this Code of Conduct through the High Level Committee on Management - Procurement Network.

<sup>2</sup> The full texts of the ILO Conventions and Recommendations can be accessed at: <http://www.ilo.org/global/standards/lang--en/index.htm>

### 3. Management, Monitoring and Evaluation:

It is the expectation of the UN that its suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. The UN expects that its suppliers will establish and maintain appropriate management systems 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. Supplier participants in the Global Compact are strongly encouraged to operationalize its principles and to communicate their progress annually to stakeholders.

### Labour:

**4. Freedom of Association and Collective Bargaining:** The UN expects its suppliers to recognize the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively.<sup>3</sup>

**5. Forced or Compulsory Labour:** The UN expects its suppliers to prohibit forced or compulsory labour in all its forms.<sup>4</sup>

**6. Child Labour:** The UN expects its suppliers not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.<sup>5</sup>

**7. Discrimination:** The UN expects its suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place.<sup>6</sup> The UN expects its suppliers to take all appropriate measures to ensure that neither themselves nor their parent, subsidiary, affiliate entities or their subcontractors are engaged in any gender-based or other discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits.

**8. Wages, Working Hours and Other Conditions of Work:** The UN expects its suppliers to ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. Suppliers should keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and suppliers should inform the workers concerned of such deductions at the time of each payment. The wages, hours of work and other conditions of work provided by suppliers should be not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out.<sup>7</sup>

<sup>3</sup>These principles are set out in the ILO fundamental Conventions, No. 87, *Freedom of Association and Protection of the Right to Organise*, 1948 and No. 98, *Right to Organise and Collective Bargaining*, 1949.

<sup>4</sup>This principle is set out in the ILO fundamental conventions, No. 29, *Forced Labour*, 1930, its Protocol of 2014 and No. 105, *Abolition of Forced Labour*, 1957.

<sup>5</sup>These principles are set out in the ILO fundamental Conventions, No. 138, *Minimum Age*, 1973 and No. 182, *Worst Forms of Child Labour*, 1999 and in the UN Convention on the Rights of the Child.

<sup>6</sup>These principles are set out in the ILO fundamental Conventions, No. 100, *Equal Remuneration*, 1951 and No. 111, *Discrimination (Employment and Occupation)*, 1958.

<sup>7</sup>These principles are set out in ILO Conventions No. 95, *Protection of Wages*, 1949 and No. 94, *Labour Clauses (Public Contracts)*, 1949 and in a number of Conventions addressing working time (see:

<http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/working-time/lang--en/index.htm>).

**9. Health and Safety:** The UN expects its suppliers to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.<sup>8</sup>

#### **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.<sup>9</sup>

**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. The UN further expects that its suppliers, their parent, subsidiary and affiliated entities as well as any subcontractors, will neither use or engage in, nor allow their employees or other persons engaged by them to use or engage in, any: threats of violence, verbal or psychological harassment or abuse, and/or sexual exploitation and abuse. Sexual exploitation and abuse violate universally recognized international legal norms and standards and have always been unacceptable behaviour and prohibited conduct for the UN. Prior to entering into agreements with the UN, suppliers are informed of the standards of conduct with respect to the prohibition of sexual exploitation and abuse, expected by the UN. Such standards include, but are not limited to, the prohibition of: (1) engaging in any sexual activity with any person under the age of 18, regardless of any laws of majority or consent, (2) exchanging any money, employment, goods, services, or other things of value, for sex, and/or (3) engaging in any sexual activity that is exploitive or degrading to any person. The UN expects its suppliers to take all appropriate measures to prohibit their employees or other persons engaged by the suppliers, from engaging in sexual exploitation and abuse. The UN also expects its suppliers to create and maintain an environment that prevents sexual exploitation and abuse. United Nations contracts will contain provisions concerning a supplier's obligation to take appropriate measures to prevent sexual exploitation and abuse. The failure by a supplier to take preventive measures against sexual exploitation or abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or abuse has occurred, constitute grounds for termination of any agreement with the United Nations. Moreover, 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. Mines:** The UN expects its suppliers not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

#### **Environment:**

**13. 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.

**14. 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.

**15. 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.

<sup>8</sup>These principles are set out in the ILO Conventions, Recommendations and Codes of Practice (see: <http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/occupational-safety-and-health/lang-en/index.htm>).

<sup>9</sup>These principles are derived from Universal Declaration of Human Rights (UDHR) and are set out in the United Nations Global Compact (see [http://www.unglobalcompact.org/Issues/human\\_rights/index.html](http://www.unglobalcompact.org/Issues/human_rights/index.html))

**16. 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 or disposal.

**17. 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.

**Ethical conduct:**

**18. Corruption:** The UN expects its suppliers to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery.

**19. 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.

**20. 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 its suppliers not to offer any benefit such as free goods or services, employment or sales opportunity to a UN staff member in order to facilitate the suppliers’ business with the UN.

**21. Post employment restrictions:** Post-employment restrictions may apply to UN staff in service and former UN staff members who participated in the procurement process, if such persons had prior professional dealings with suppliers. UN suppliers are expected to refrain from offering employment to any such person for a period of one year following separation from service.

**Contacts:**

**Any questions related to this Code of Conduct can be addressed to the High Level Committee on Management - Procurement Network (HLCM-PN) at email: [hcmpn.secretariat@one.un.org](mailto:hcmpn.secretariat@one.un.org).**