



UNHCR

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

DATE: 16 November 2021

REQUEST FOR PROPOSAL: 21/HCR/SDNEL/SUP/RFP/0045

FOR THE PROVISION OF EQUIPMENT, INSTALLATION, TESTING AND COMMISSIONING OF CCTV NETWORK SYSTEMS IN UNHCR OFFICES IN EL FASHER, NYALA, EL DAIEN, EL GENEINA, AND EL GENEINA GUESTHOUSE

CLOSING DATE AND TIME: 04 DECEMBER 2021 – 23:59 SUDAN TIME

(RFP Pages are 9)

INTRODUCTION TO UNHCR

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

In more than five decades, the agency has helped tens of millions of people restart their lives. Today, a staff of some 6,600 people in more than 110 countries continues to help about 34 million persons. To help and protect some of the world's most vulnerable people in so many places and types of environment, UNHCR must purchase goods and services worldwide. For further information on UNHCR, its mandate and operations please see <http://www.unhcr.org>.

1. REQUIREMENTS

The Office of the United Nations High Commissioner for Refugees (UNHCR), Sub Office El Fasher invites qualified IT network providers to make firm offers for the provision equipment, installation, testing and commissioning of CCTV network systems in UNHCR offices in El Fasher, Nyala, El Geneina, El Daien and guesthouse in el Geneina detailed in the attached Annex B and B1 (referred to hereinafter as goods and Services).

IMPORTANT:

Detailed requirements like TOR and drawings are given in the attached Annex B.

Sub-Contracting: Please take careful note of article 7 of the attached General Conditions of Contract for the Provision of goods and services (Annex E).

Please note that figures have been stated in order to enable bidders to have an indication of the projected requirements. It does not represent a commitment that UNHCR will purchase a minimum quantity of services. Quantities may vary and will depend on the actual requirements and funds available at that time regulated by issuance of individual Purchase Orders.

Other United Nations Agencies, Funds and Programmes shall be entitled to the same prices and terms as those contained in the offers of the successful bidders and could form the basis for issuance of individual purchase order by other UN agency.

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

Sub-Contracting: Please take careful note of article 5 of the attached General Terms and Conditions for Provision of Goods and Services -2018 (Annex E).

UNHCR will carry out quality inspections of the required services. The technical team shall have the right to disqualify based on quality of product that the supplier intends to offer or intends to use after issuance of PO, the supplier must seek approval from technical team (contract manager) of UNHCR prior to install the items.

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

IMPORTANT INFORMATION

GENERAL:

UNHCR hereby solicits Proposals in response to the Request for Proposal (RFP). Bidders must strictly adhere to all its requirements. No changes, substitutions or other alternations to the rules and provisions stipulated in this RFP may be made or assumed to be irrelevant unless it is instructed or approved in writing by UNHCR. Submission of Proposals shall be deemed as an acknowledgement by the bidder that all obligations stipulated in this RFP will be met and, unless specified otherwise, the bidder has read, understood and agreed to all the provisions of the RFP.

UNHCR implements a policy of zero tolerance on prescribed practices, including fraud, corruption, collusion, unethical practices, and obstructions. Any Proposal submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of any Proposal by UNHCR. UNHCR is under no obligation to award a contract to any Bidder as result of this RFP.

2. BIDDING INFORMATION:

2.1. RFP DOCUMENTS

The following annexes form integral part of this RFP:

| | |
|----------|--|
| Annex A: | Calendar of Activities |
| Annex B: | Terms of Reference and site layout plans |
| Annex C: | Financial Offer Form (<i>To be completed and submitted in a separate financial proposal</i>) |
| Annex D: | Vendor Registration Form (<i>To be completed and submitted by vendors who are neither registered in UNGM nor with UNHCR in the technical offer</i>) |

- Annex E: UNHCR General Conditions of Contracts for the Provision of Goods and Services July 2018 (***To be signed, stamped and submitted in the technical offer***)
- Annex F: UN Supplier Code of Conduct (***To be signed, stamped, and submitted in the technical offer***)
- Annex G: Submission checklist to be filled and submitted (***to be filled signed, stamped, and submitted in the technical offer***)
- Annex H: Proposal Evaluation and Scoring Methodology

2.2 ACKNOWLEDGMENT

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

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

2.3 REQUESTS FOR CLARIFICATION

Bidders are required to submit any requests for clarifications in respect of this RFP by e-mail to SUDEFSUP@unhcr.org. The deadline for receipt of queries is **1200 Hrs. Sudan Time on 28 November 2021**. Bidders are requested to keep all questions concise.

IMPORTANT:

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

UNHCR will compile the questions received and may, at its discretion, copy any reply to the questions to all other invited bidders at once.

Site visits:

Bidders are strongly encouraged to visit the sites from 16 November 2021 – 28 November 2021 during working hours to have a clearer idea of the scope of works. Please, state in your email your schedule for visits and submit the names of your representatives (maximum 2) who will visit, exact date and time of visit of each site. However, bidders who do not visit and have a clear understating of the scope of works from the TOR and drawings can still submit their bids.

2.4 YOUR OFFER

Your offer shall be prepared in English.

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

IMPORTANT:

Inclusion of copies of your offer with any correspondence sent directly to the attention of the responsible buyer or any other UNHCR staff other than the submission e-mail address will result in disqualification of the offer. Please send your bid directly to the address provided in the "Submission of Bid" section 2.6) of this RFP.

Your offer shall comprise the following two sets of documents:

- Technical offer
- Financial offer

2.4.1 Content of the TECHNICAL OFFER

IMPORTANT:

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

The technical offer shall have 60% weightage

The Terms of Reference (TORs) of the services requested by UNHCR can be found in **Annex B**. Please, clearly state if your goods/services conform to the UNHCR technical specifications and requirements using **Annex G - submission checklist**. **Your** technical offer should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information. **Please do not submit generic profiles. Ensure that all documents you are submitting are relevant to this tender or project.**

a. Description of the company and the company's qualifications

A description of your company with the following documents: **company profile, registration certificate with tax authorities and last audit reports,**

- Year founded, certificate of incorporation.
- If multi-Location Company kindly specify headquarters location and specify that technical support after sales services shall be provided from which office location?
- Number of similar and successfully completed projects.
- Number of similar projects currently underway.
- Total number of clients.
- Financial Soundness. Bidders must submit audited financial statements or Bank statements for the last three years up to 16 November 2021 showing a minimum annual turnover amount of a of USD 50,000 or 24 million SDG. If a bidder is submitting bank statements, transaction that took place after 16 November 2021 shall not be considered.

Any information that will facilitate our evaluation of your company's substantive reliability, financial and managerial capacity to provide the services.

For each project, bidders must provide a purchase order **or** contract either of which bears the letter head and/or official stamp of the client

Details of projects in hand should also be submitted on the above format and substantiated with POs / Contracts in order to be considered.

a. Proposed personnel to carry out the assignment

Please provide an organigram of the organization and curriculum vitae of core and technical staff 05 pages max. Bidders must provide a list of individuals who will be working on the project and indicate the functions that each will perform. Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor

must submit their names, qualifications their functions in the project including information listed above to UNHCR for approval before they begin work. Example of qualified staff would be CCTV OEM certified, with B- Tech etc.

b. Understanding of the requirements

For services, proposed approach, solutions, methodology, quality and risks management plans: Bidders shall provide an executive summary that defines the overall approach to manage and operate all of the required services, including a Work Plan / implementation plan (schedule) for all activities using GANTT Chart/ simple Implementation Plan/Proposed Detailed Work Schedule (prepared and broken down on a daily basis with percentage distribution) providing the details of critical path analysis for each task/sub-task. Your offer therefore should clearly show a consistent approach and timeframe for the following activities.

c. Experience of your firm.

Please submit Pos, contracts, work orders, completion certificates for similar projects implemented within the last 5 years with government of Sudan, big coo operations, NGOS, the UN, embassies etc.

d. Financial soundness:

Please provide audited financial statements and banks statements of your firm for the last 5 years. Statements should be readable. In case of a bank statement, the cutoff date for transactions to be considered is 30 November 2020. Higher financial turn overs will earn higher marks.

e. Technical Brochures

The bidders must send technical brochures for the offered products and specify the complete process and its performance. Bidder should clearly indicate that the proposed equipment substantially meets the prescribed specification.

f. Country of Origin of the supplier and Place of Manufacture:

The Bidder clearly indicate the country of origin of the supplier and place of manufacture for the offered products.

e. Warranty:

The bidder should indicate the defects and liability period with terms of warranty. **Minimum acceptable period of warranty is one (1) year.**

f. Performance Security

UNHCR may require additional performance security amounting to 10% of the contract/PO value from the successful bidder. UNHCR will advise the successful bidder after selection.

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

- h. **UNHCR General Conditions for Provision of Goods and Services 2018:** Your technical offer should contain your acknowledgement of the UNHCR General Conditions for Provision of Services by signing Annex E.
- i. **UN Suppliers Code of Conduct:** Bidders must acknowledge that they will abide by the attached UN Suppliers code of Conduct in Annex F.

2.4.2 **CONTENT OF THE FINANCIAL OFFER**

Please note that your separate **Financial Offer** must contain prices quoted in United States Dollars against each line item given in Price Proposal Form. The Financial offer is to be submitted as per the Financial Offer Form Annex C. Bids that have a different price structure may not be accepted.

Important: Please note that payment shall be made in USD. Therefore, suppliers must ensure that they have USD bank accounts. In its absence, payment will be made in the currency of the supplier’s account, but UNHCR shall use the UN exchange rate to convert from USD to that currency before depositing in the contractor’s bank account.

You must submit separate financial offers for each location and each please, quote the following:

- a. Prices of equipment.
- b. Lump sum prices for all consumables
- c. Lump sum Installations costs that include all overheads, training, lodging, meals, travel, risk factors etc.
- d. Other costs if any

UNHCR is exempt from all direct taxes and customs duties. In this regard, price must be given without all applicable taxes.

No additional payment shall be paid by UNHCR for any arrangements held by the awarded Company such as transportation costs of debris, labor, testing and commissioning etc. In addition, those arrangements shall comply with national rules and/or laws for any kind of transportation of debris and testing works etc.

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 supplier within this period. Price quoted in the Supplier’s offer will remain valid for the duration of the contract. UNHCR’s standard payment terms are within 30 days after satisfactory completion of works, accepted, verified by UNHCR and receipt of all supporting documents in order.

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

2.5 **BID EVALUATION:**

2.5.1 **Technical evaluation 60%:**

Technical Bids will be evaluated based on below criteria:

| S. No. | CRITERIA | Marks |
|--------|--|------------------|
| 1. | Valid Registration Documents / Certificate issued by competent authority | Pass/Fail |

| | | |
|-----|--|------------------|
| 2. | Firm/company is at least 3 years old from date of registration/incorporation | Pass/Fail |
| 3. | UN general conditions for the provision of goods and services acknowledged (signed) and submitted? | Pass/Fail |
| 4. | UN supplier's code of conduct accepted? | Pass/Fail |
| 5. | Does the supplier accept UNHCR's payment terms and minimum offer validity? | Pass/Fail |
| 6. | Do the proposed equipment substantially meet the prescribed specifications? (Please attached technical sheets of the equipment you are proposing). | Pass/Fail |
| 7. | Does provide the required warranty terms? | Pass/Fail |
| 8. | Methodology (Understanding of, and responsiveness to, UNHCR requirements and understanding of scope, objectives, and completeness of response) | 25 marks |
| 9. | Workforce/Human Resource (Skills and availability of proposed project team members) | 10 Marks |
| 10. | Relevant Experience of Firm (Experience in implementing, operating and maintenance of CCTV projects Provide proof of Signed contracts or Purchase Orders POs or Certificate of Project completion) | 30 marks |
| 11. | UN or International Organizations Experience of Firm (Experience in implementing, operating and maintaining CCTV projects within the UN agencies or other international NGOs) | 20 marks |
| 12. | Financial soundness | 15 marks |

Only technically qualified bidders shall be evaluated in the financial part. To be technically qualified and eligible for financial offers to be opened, bidders must fulfil the mandatory criterion - point 1-7 above and score at least 60 Marks from points 8 - 12.

Important Note:

It should be noted by bidders that 10% equivalent amount of the contract value shall be held by UNHCR during the defects and liability period of (1) year after the substantial completion date onwards.

Payments will be made as per the below breakup: -

- a. **30% payment upon completion of 30% works (to be verified by UNHCR Engineer), less mobilization advance amount, if any.**
- b. **30% payment upon completion of 60% works (to be verified by UNHCR Engineer), less mobilization advance amount, if any.**
- c. **30% payment upon completion of 100% works (to be verified by UNHCR Engineer), less mobilization advance amount, if any.**
- d. **Remaining 10% payment will be released upon completion of Defect and Liability period after confirmation by UNHCR's ICT section.**

2.5.2 Financial Evaluation:

Financial bids shall be weighted at 40%. Financial bids will be opened for only qualified bidders and evaluated as follows: -

The maximum number of points will be allotted to the lowest price. All other prices will receive points in inverse proportion to the lowest price, e.g.

$$\frac{[\text{Lowest Price}]}{[\text{Quoted Price}]} * 100$$

The following formula will be used to calculate total scores: -

Total Score= 60% of Technical Score + 40% of Financial Score

Important Note:

The Contract shall be Awarded to the highest overall scorer. Partial and incomplete bids will not be accepted and in case of any discrepancy like calculation errors, unit rates will be considered.

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

2.6 SUBMISSION OF PROPOSALS:

A. Through courier.

The offers must bear your official letter head, clearly identifying your company.

You must submit your technical and financial offers in 2 separate sealed envelopes labeled as follows:

**For the technical envelop: Request for Proposal: RFP21/HCR/SDNEL/SUP/RFP/0045
Technical Offer**

**For the financial envelop: Request for Proposal: RFP21/HCR/SDNEL/SUP/RFP/0045
financial offer.**

Both envelops must be enclosed in one bigger envelop labelled as follows:

Installation of CCTV Systems in UNHCR Offices in Darfur

RFP21/HCR/SDNEL/SUP/RFP/0045

Secretary of the Bid Opening Committee

United Nations High Commissioner for Refugees (UNHCR)

El Fasher, North Darfur, Sudan

B. By Email to:

Technical offers to: SUDEFLCT@unhcr.org

Financial offers to: SUDEFLECF@unhcr.org

Please state the following in your e-mail subject field:

RFP21/HCR/SDNEL/SUP/RFP/0045

- Name of your firm with the title of the attachment

- Serial number of the e-mails (example: 1/3, 2/3, 3/4).

E.g., a technical offer from Company 'Z Est' who is sending a total of 2 emails will be titled as follows: RFP21/HCR/SDNEL/SUP/RFP/0045 Est-Technical offer-1/2

Upon submission of your bid via email, you should receive an auto reply confirming receipt. If you do not receive the auto reply, please, inform us before the closing date of the tender on SUDEFSUP@unhcr.org Please, do not send your bid or disclose any information about it to this email.

UNHCR will not be responsible for locating or securing any information that is not identified in the bid. Accordingly, to ensure that enough information is available, the bidder shall furnish, as part of the bid, any descriptive material such as extracts, descriptions, and other necessary information it deems would enhance the comprehension of its offer.

Deadline: 4 December 2021 – 23:59HRS (Sudan Time)

IMPORTANT:

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

Any bid received after this date or sent to another UNHCR address may be rejected. UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying on UNHCR website OR in Q & A sheet OR may it deem appropriate by notifying all concerned.

IMPORTANT:

Financial offers will only be opened for evaluation if the supplier's technical part of the offer has passed the test and has been accepted by UNHCR as meeting the technical specifications.

2.9 BID ACCEPTANCE:

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

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

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

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

2.10 CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS

Any Purchase Order (PO) issued because of this RFP will be made in the currency USD by converting the bidder's quoted currency into USD at current UN exchange rate. Payment will be made in accordance with the General Conditions of Contract for the Provision goods and services and in the currency in which the PO is issued. Payments shall only be initiated after confirmation of successful completion by UNHCR business owner.

2.11 UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION of Goods and Services

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

Supply Officer, UNHCR Darfur, Sudan.

**UNHCR**United Nations High Commissioner for Refugees
Haut Commissariat des Nations Unies pour les réfugiésAnnex - A

| Calendar of activities | | | |
|-------------------------------|-------------------------------------|-------------------------|-------------------------|
| S. # | Action Description | Date | |
| | | From | To |
| 1 | Tender available to vendors | 16 November 2021 | 04 December 2021 |
| 2 | Closing date for Queries | | 28 November 2021 |
| 3 | Closing date for submissions | | 04 December 2021 |
| 4 | Bid Opening and Evaluation | 05 December 2021 | 11 December 2021 |
| 5 | Approval of contract | 18 December 2021 | 22 December 2021 |
| 6 | Issuance of Purchase Order | | 23 December 2021 |

The above dates are tentative and may vary from actual dates.

Annex B - Terms of Reference and Site Layout Plans

Provision of Equipment, Installation, Testing and Commissioning and Post-Installation Maintenance During Warranty Period of CCTV Systems in UNHCR Offices in Darfur/Sudan

UNHCR Darfur Operation is seeking proposals from registered qualified firms for the provisions of equipment, installation, testing, commissioning, and maintenance during the warranty period of CCTV systems in its Office premises in El Fasher, Nyala, El Geneina and Ed Daein.

NB: Bidders who are interested in executing the contract in all locations must show proof of having the capacity to implement the installation projects at all locations simultaneously.

1) Background

The Office of the United Nations High Commissioner for Refugees (UNHCR) was established on December 14, 1950 by the United Nations General Assembly. The agency is mandated to aid and protect refugees, forcibly displaced communities, and stateless people, and to assist in their voluntary repatriation, local integration or resettlement to a third country.

In more than six decades, the agency has helped tens of millions of people restart their lives. Today, a staff of some 7,685 people in more than 125 countries continues to help some 33.9 million persons. To help and protect some of the world's most vulnerable people in so many places and types of environment, UNHCR must purchase goods and services worldwide. For further information on UNHCR, its mandate and operations, please see <https://www.unhcr.org>.

2) Scope of Works

UNHCR Darfur Operation is seeking experienced CCTV systems companies to submit proposals to provide equipment and labor to install security camera systems within its office premises in El Fasher, Nyala, El Geneina and Ed Daein. The selected contractor(s) shall conduct an initial assessment of the premises to identify external strategic locations to best capture activity outside the buildings, entry/exit points and sanctuary locations inside the buildings (*At this stage, the specifications of Camera(s) may change depending on contractor's advice*). UNHCR will provide a buildings layout to facilitate the work of the contractors. In addition to the office premises in El Fasher, Nyala, El Geneina and Ed Daein, UNHCR may request the selected contractor to conduct assessment of additional UNHCR premises in other locations and provide similar equipment and services.

3) Responsibilities of the Contractor

Bidders are expected to demonstrate their understanding of the TOR and a description of how they will meet its requirements. The responsibilities of the successful bidder shall include but not limited to the following:

Annex B - Terms of Reference and Site Layout Plans

- a. : The Contractor must submit a separate quotation for each office.
- b. : Ensure that all connections and installations meet the highest level of quality e.g.; that internal cables are covered with white ducts, external cables are covered and secured with grey pipes.
- c. : The Contractor must have the possibility to work during the day, after work hours at night and during weeks and national holidays. Bidders must confirm their ability to do this in their technical bids.
- d. : The Project must be done in different phases. The phasing should be properly observed by the contractor in coordination with UNHCR Admin/ICT/Security and Supply unit, in order to avoid any interferences with the normal working activities of UNHCR. Bidders should submit work plans clearly showing the phasing, activities, timelines, and the plan should highlight critical paths of the project.
- e. : All Cables/nodes/Camera's must be tagged for tracing. Vendor will also provide detailed graphical map of the CCTV network installation at UNHCR.
- f. : Test/verification of the nodes by the Fluke test is required after project completion by the contractor.
- g. : Vendor must be flexible to provide services for any other task related to CCTV project that may arise during the implementation.
- h. : Maintenance, repair and replacement of equipment during the period of warranty. UNHCR shall pay no charges for this and bidders should therefore factor it into their bids.
- i. : Any software and firmware upgrade/ enhancement/ engineering changes applicable to the hardware and software supplied should be provided for the warranty period within a period of one month from the date of release.
- j. 24 X 7 Help Desk facilities for user for the period of 2 year will be provided. With immediate response time and quick action which shall not exceed 72 hours from the time of the complaint, except when replacing parts, peripherals and or system changes that require more than three days, which shall be provided in writing.

4) Table of Quantities

| S/N | Site Name | Description | Quantity |
|-----|-----------|---|----------|
| 1 | | 5KVA UPS | 1 |
| | | Bullet IP Camera with Optical Zoom for the guesthouse | 3 |
| | | Bullet IP Camera with Optical Zoom | 12 |

Annex B - Terms of Reference and Site Layout Plans

| | | | |
|---|-----------------------|--|----|
| | El Fasher Office | Standard Network Video Recorder (NVR) 32 Channels, with embedded Video Management System | 1 |
| | | 42" Monitor | 3 |
| | | 24 port, 19 inches 1U rack mounted patch panels | 1 |
| | | 12U 19" lockable and ventilated industry standard rack wall mount | 1 |
| | | MERAKI MS210-24P Layer-2 Switch with 5yr Enterprise license | 1 |
| 2 | Nyala Office | 5KVA UPS | 1 |
| | | Bullet IP Camera with Optical Zoom | 12 |
| | | Standard Network Video Recorder (NVR) 32 Channels, with embedded Video Management System | 1 |
| | | 42" Monitor | 2 |
| | | 24 port, 19 inches 1U rack mounted patch panels | 1 |
| | | 12U 19" lockable and ventilated industry standard rack-wall mount | 1 |
| | | MERAKI MS210-24P Layer-2 Switch with 5yr Enterprise license | 1 |
| 3 | Nyala FO Annex Office | 5KVA UPS | 1 |
| | | Bullet IP Camera with Optical Zoom | 6 |
| | | Standard Network Video Recorder (NVR) 32 Channels, with embedded Video Management System | 1 |
| | | 42" Monitor | 2 |
| | | 24 port, 19 inches 1U rack mounted patch panels | 1 |
| | | 12U 19" lockable and ventilated industry standard rack-wall mount | 1 |
| | | MERAKI MS210-24P Layer-2 Switch with 5yr Enterprise license | 1 |
| 4 | El Geneina Office | 5KVA UPS | 1 |
| | | Bullet IP Camera with Optical Zoom | 12 |
| | | Standard Network Video Recorder (NVR) 32 Channels, with embedded Video Management System | 1 |
| | | 42" Monitor | 3 |
| | | 24 port, 19 inches 1U rack mounted patch panels | 1 |
| | | 12U 19" lockable and ventilated industry standard rack-wall mount | 1 |

Annex B - Terms of Reference and Site Layout Plans

| | | | |
|---|---------------------------|--|----|
| | | MERAKI MS210-24P Layer-2 Switch with 5yr Enterprise license | 1 |
| 5 | El Geneina New Guesthouse | 5KVA UPS | 1 |
| | | Bullet IP Camera with Optical Zoom | 12 |
| | | Standard Network Video Recorder (NVR) 32 Channels, with embedded Video Management System | 1 |
| | | 42" Monitor | 3 |
| | | 24 port, 19 inches 1U rack mounted patch panels | 1 |
| | | 12U 19" lockable and ventilated industry standard rack-wall mount | 1 |
| | | MERAKI MS210-24P Layer-2 Switch with 5yr Enterprise license | 1 |
| 6 | Ed Daein Office | 5KVA UPS | 1 |
| | | Bullet IP Camera with Optical Zoom | 16 |
| | | Standard Network Video Recorder (NVR) 32 Channels, with embedded Video Management System | 1 |
| | | 42" Monitor | 3 |
| | | 24 port, 19 inches 1U rack mounted patch panels | 1 |
| | | MERAKI MS210-24P Layer-2 Switch with 5yr Enterprise license | 1 |
| | | 12U 19" lockable and ventilated industry standard rack-wall mount | 1 |

Annex B - Terms of Reference and Site Layout Plans

4) Technical Specifications

| 4.1: Bullet IP Camera- 4.0MP | |
|-------------------------------------|--|
| Camera | 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 uto 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 at least 30m |
| Shall have only 1pc IR LED | |
| Video | 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 at least 4 zones of privacy masking and motion detection |
| Alarm | 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 |
| Audio | 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 |
| | 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 |
| Protection | Must have Automatic Network Replenishment (ANR) |
| | Must have at least IP66 ingress protection |
| | Must be able to use Power over Ethernet (IEEE 802.3af compliant) |
| | Must have 10/100M, RJ45 interface |

Annex B - Terms of Reference and Site Layout Plans

| | |
|-------------------|---|
| 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 |
| Regulatory | Must be CE, FCC and Rohs listed |

| 4.2: Standard Network Video Recorder 32 channels | |
|---|---|
| Video/Audio Input | Must be capable of up to 32 channels |
| | 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) |

Annex B - Terms of Reference and Site Layout Plans

| | |
|----------------------|---|
| | 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 |

| 4.3: Embedded Central Video Management System (Include Software) | |
|---|---|
| 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 |
| Must have synopsis | |
| System | 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 Colo |
| | Must have search criteria via NVR, Camera, Date and Time |
| Must have Screen layout scheme | |

| 4.4: 3kVA Uninterruptible Power Supply | |
|---|--|
| 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 |



Annex B - Terms of Reference and Site Layout Plans

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



UNHCR

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

| | |
|--|---|
| | Must have greater than 90% (inverter) and greater than 84% (whole) efficiency |
|--|---|

4.5: MERAKE MS210 24FP 24 Port Switch

| | |
|----------------------|-------------------------------|
| General Requirements | Interfaces - 24 x 1GbE RJ45 |
| | Uplinks 4 x 1GbE SFP |
| | PoE capabilities - 740W |
| | Switching capacity - 176 Gbps |

4.6: Cabling and Conduits

| | |
|--------------------|---|
| | 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 copper horizontal and copper horizontal/vertical cabling shall be terminated to an unloaded patch panel |
| Horizontal Cabling | 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 |
| Backbone Cabling | Multi-mode 50µm Riser Building Cable |
| | The cable shall support Gigabit Ethernet (1000BASE SX) to 550 meters or depending on the transceiver module |
| Cable Testing | 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 connecto blocks shall be repaired or replaced in order to ensure 100% useable conductors in all cables installed |

Annex B - Terms of Reference and Site Layout Plans

5) Technical proposal

The technical proposal should cover the following:

a. : Methodology Section

Provide for each premises a detailed description of the approach and methodology to be used to accomplish the Scope of Work. The Methodology Section should include:

i. : For each premises an implementation plan that describes in detail:

- (i) The methods, including controls by which your firm or entity manages projects of the type sought by this RFP;
- (ii) Methodology for soliciting and documenting views of internal and external stakeholders.
- (iii) Any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

ii.: Detailed description per premises of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

iii.: Detailed project schedule per premises, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.

iv.: Detailed description per premises of specific tasks you will require from UNHCR staff. Explain what the respective roles of UNHCR staff and your staff would be to complete the tasks specified in the Scope of Work.

v.: Proposers are also requested to identify any UNHCR owned resources or property which Proposer would propose to use in connection with the services to be performed. Technical specifications of the equipment should include brochures, standards certifications, warranties and brands.

b. : Qualification and Experience of Staff

Provide a list of individuals who will be working on these projects and indicate the functions that each will perform. Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to UNHCR for approval before they begin work. The qualified company team should have for Team leader-CCTV OEM certified, PEC Engineer and for Assistant –B Tech.

c. : Qualification and Experience of firm

Bidders must submit their business profile showing experience of their firms in similar projects. Qualified firms would be expected to have experience in the installation of CCTV systems in offices of at least 2 international organizations in Sudan. Information to be provide includes:

Annex B - Terms of Reference and Site Layout Plans

- i. : Client Name;*
- ii. : Project Description;*
- iii. : Project start and end dates;*
- iv. : Client address, telephone number, and e-mail address.*

d. : Financial capacity

Bidders must demonstrative their financial soundness to implement the projects from start to end at the maximum quality standards. Please, make sure to present the financial capacity assessment documentation mentioned in the RFP.

6) Expected Deliverables and Quality Control

The deliverables of the appointed contractor shall include but not limited to the following:

- a. : All equipment shall be of the prescribed specifications and their original manufacturer's warranty shall be maintain. Bidders should therefore ensure that the equipment quoted for and used in the installation are original.
- b. : Equipment installations shall be done in a professional and workmanlike manner and in accordance with all applicable codes and good engineering practices. Loose wiring or wiring not properly contained in conduits shall not be acceptable. The contractor shall be liable for any defects that occur during the warranty period.
- c. : The CCTV installations shall be planned such that the minimum of disruption of service shall occur to UNHCR operations and utilities (electricity, internet, etc.) In the event that equipment down time is required, it shall be accomplished after working hours or during weekends. UNHCR would expect the installation plan to consist of four steps: development of an installation plan and schedule, a description and plans of the work to be accomplished, approval by UNHCR, and accomplishment of the equipment installation. However, the selected contractor can present its own schedule that must be approved by UNHCR within 10 working days prior to commencement of installation.
- d. : As necessary, Contractors shall provide drawings that indicate the locations of each component of the CCTV surveillance system, location of wiring runs, conduit and interconnect points, and other pertinent details. Such drawings shall be reviewed and approved by the UNHCR ICT section and office engineer.
- e. : Contractors shall provide an "as built" check list for the UNHCR premises that lists all components removed, installed, or modified. For each component, model, type numbers and serial numbers shall be provided as appropriate. The check list should also show completion of tests, and appropriate acceptance signature blocks. The satisfactory accomplishment of this check list shall be an inherent part of the Contractor's Quality Control process. UNHCR acceptance signatures should also be included. The date of acceptance of the completed "as-built" check list by UNHCR for a particular site shall act as the date of commencement of beneficial use of the equipment and off course the warranty and defects liabilities periods.

Annex B - Terms of Reference and Site Layout Plans

7) Performance Security

UNHCR may require additional performance security amounting to 10% of the contract/PO value from the successful bidder. UNHCR will advise the successful bidder after selection.

8) Insurance of Works

The awarded companies shall be required to comply with all national safety standards upon signing the contract. In addition, prior to contract signature, the following insurance coverages shall be under contractor's responsibility until the substantial completion of the works are approved by UNHCR:

- a. : Insurance for the Works, Plant and Materials (no less than the value of the project); 9.2: Insurance against injury to persons and damage to property (third party insurance); 9.3: Insurance for Contractor's personnel (workers in case of an injury, sickness, loss, etc.); 9.4: Insurance for Contractor's Equipment.

9) Warranty

- a. : 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
- b. : 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.

10) CCTV/Other Equipment Maintenance Services Required Within and After the Warranty Period

Routine maintenance will generally be on a half-yearly basis. However, UNHCR may call in the contractor for intervention if something unusual is observed. UNHCR may decide to consider the quoted prices for maintenance in the overall financial evaluation to determine the most responsive bid.

Visual inspection of all major system components checks for damage or deterioration. If during warranty period, contractor is responsible for replacement and if after warranty period UNHCR will be responsible, and contractor will be expected to provide a quote that UNHCR reserves the right to accept or reject it.

- a. *Inspect all camera pictures for optimal image quality;*
- b. *Clean all camera lenses and housing glasses;*
- c. *Check all lens field of views and adjustments if required.*
- d. *Physical inspection of CCTV PC Hardware.*
- e. *Clean and blow dust particles from CCTV PC motherboard and power supply; 11.6: Check CCTV PC windows for performance issues.*
- f. *Check CCTV Viewing and administration software is up to date. Apply update if required;*
- g. *Physical installation/replacement of cable or camera in case of a fault (where required);*

Annex B - Terms of Reference and Site Layout Plans

- h. Check time and date settings in equipment and update the settings as appropriate;*
- i. Perform video signal calibration test;*
- j. Verify recorded playback quality and storage time is satisfactory; 11.12: Carry out DVR / NVR recording tests;*
- k. Carry out a video calibration test on all connected monitors; 11.14: Apply firmware update to NVR / DVR (where required); 11.15: Apply firmware update to IP Cameras (where required); 11.16: Return the system to normal operational status;*
- l. All test results are logged for future preventative maintenance.*

11) Training

Contractors shall include the training/drilling of key UNHCR and security personal on the use of equipment as follows:

- a. The vendors shall provide comprehensive training in the operation and management and maintenance of the camera surveillance software and platform.
- b. Training should include camera setup, including motion detection sensitivity and masking.

12) Invoicing and Payment

Contractors will be expected to submit their invoices at the end of each visit/repair to UNHCR. Please note that UNHCR’s standard payment terms are within 30 days after satisfactory implementation and

13) Technical Evaluation

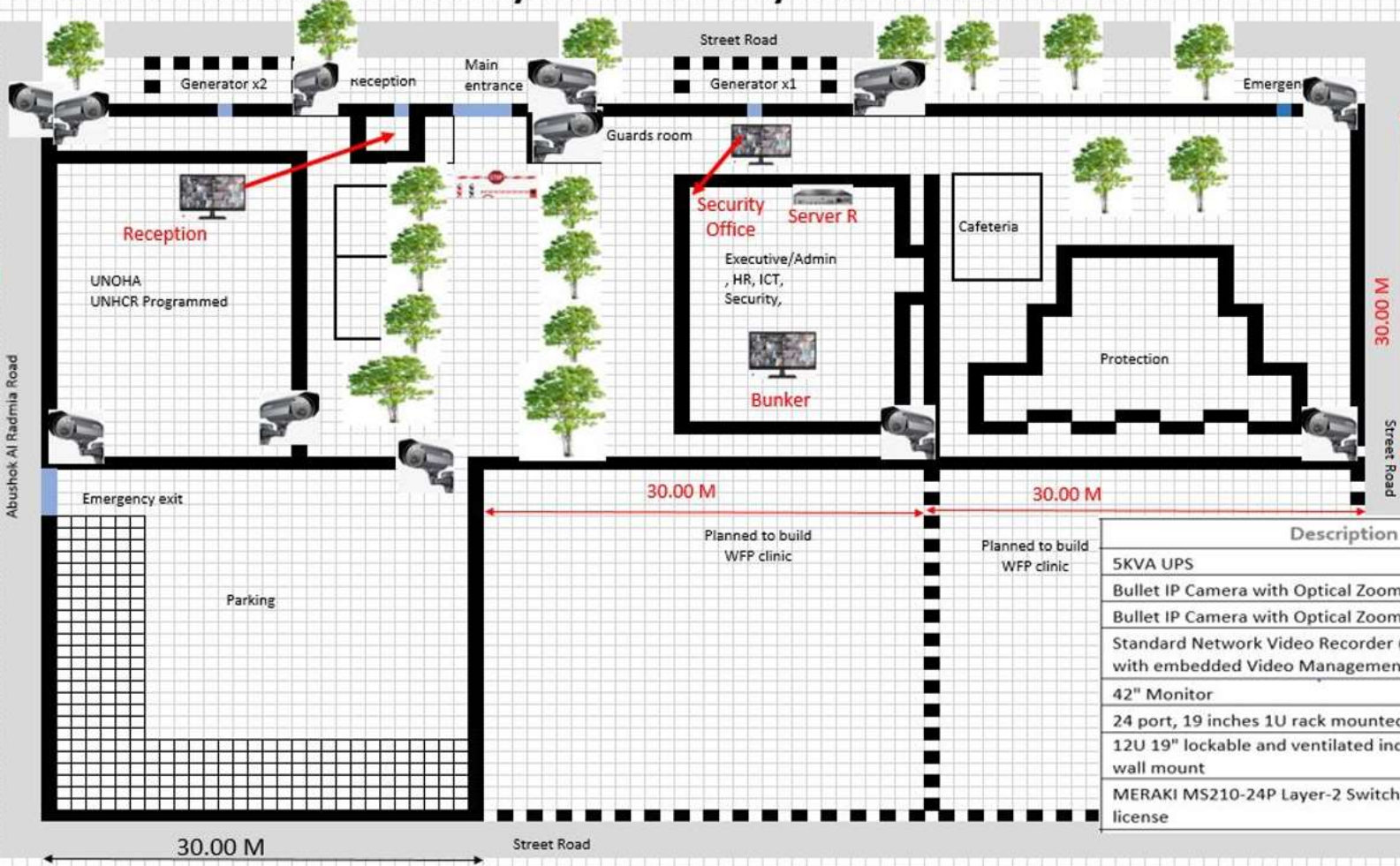
| Main Criteria | Sub Criteria and Points allocated | Pass/Fail |
|---------------|--|-----------|
| Organization | Legal Accreditation recognized by Government of Sudan (Company Registration, Tax Registration etc.) (Less than 3 years = Fail) | |
| | Company Profile (No Profile = Fail) | |
| | Skills and availability of proposed project team members. Provide CV's (Less than 6 CV's = Fail) | |

Annex B - Terms of Reference and Site Layout Plans

| | | |
|------------------------------------|---|--|
| Experience & References | Past relevant experience, Experience in implementing, operating and maintenance of CCTV projects Provide proof of Signed contracts or Purchase Orders POs or Certificate of Project completion (Less than 3 Projects = Fail) | |
| | Experience in implementing, operating and maintenance of projects within the UN agencies or International NGOs Provide proof of Signed contracts or Purchase Orders POs or Certificate of Project completion (Less than 1 Project = Fail) | |
| Methodology | Detailed Work Plan (Project approach and methodology and strategy) showing understanding scope of work and requirements (No Work plan = Fail) | |

End

UNHCR SO EI Fasher Office Layout for CCTV system instalation- Nov 2021

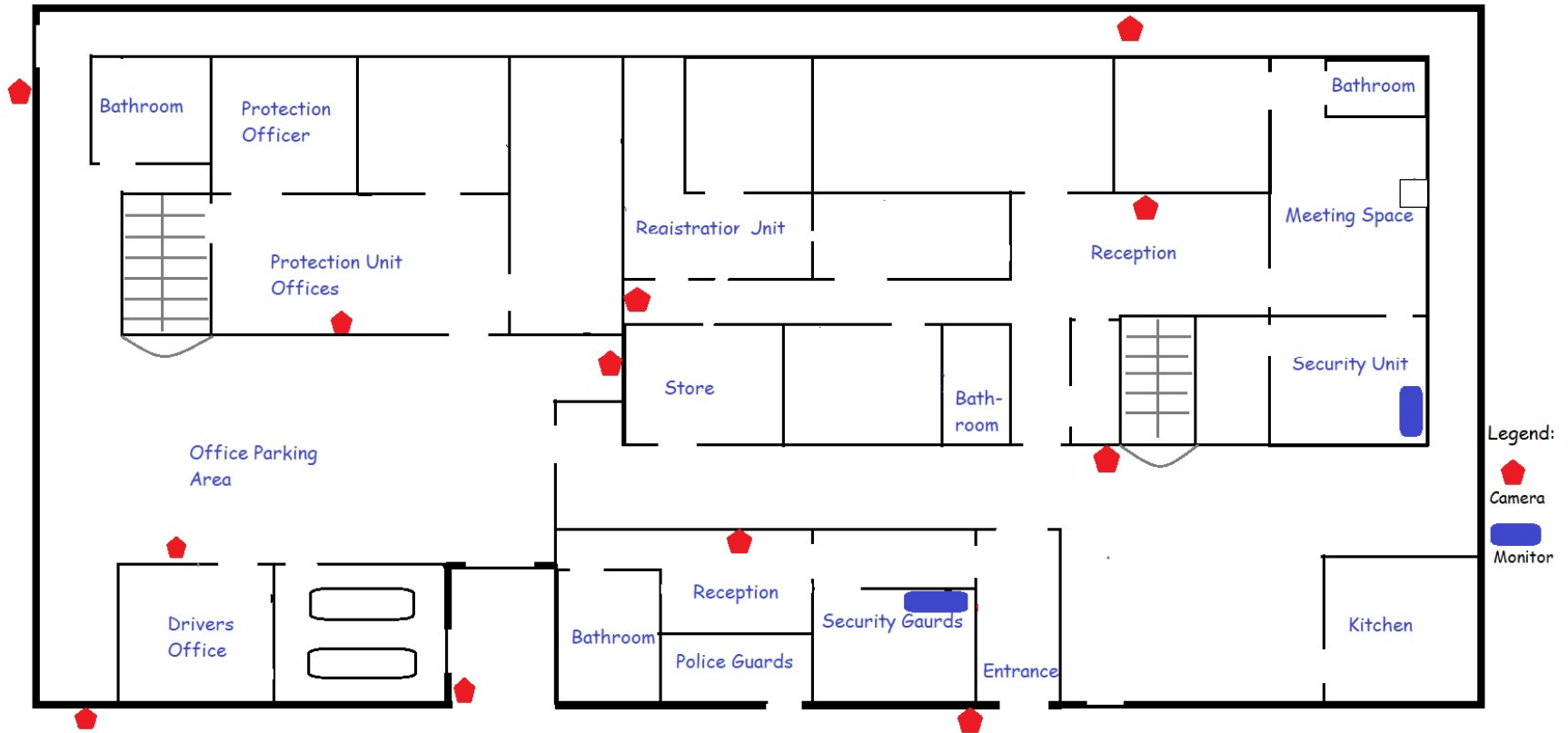


Total Area = 3600 M2

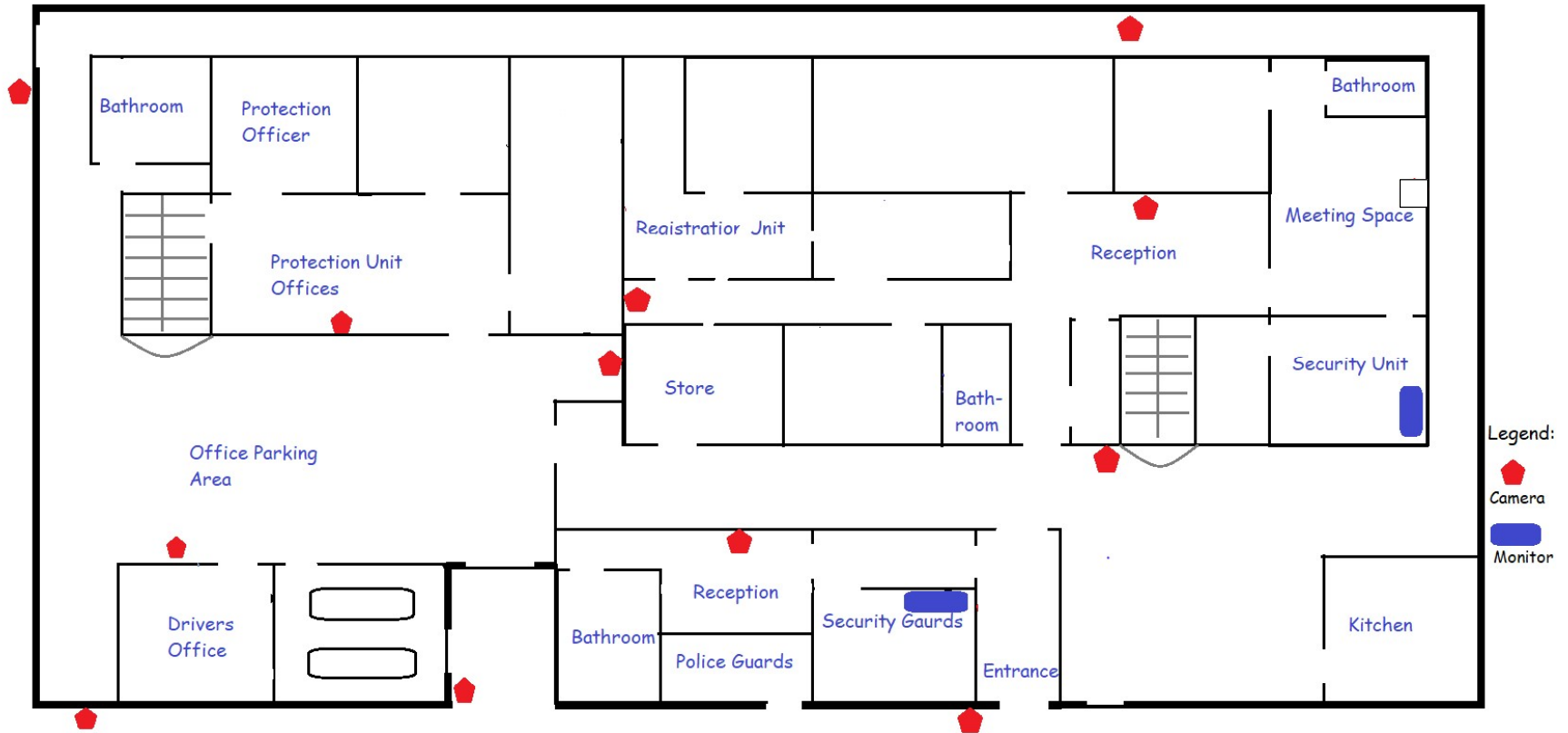
-  Bullet Camera
-  Monitor
-  Recorder

| Description | Quantity |
|--|----------|
| 5KVA UPS | 1 |
| Bullet IP Camera with Optical Zoom for the guesthouse | 3 |
| Bullet IP Camera with Optical Zoom | 12 |
| Standard Network Video Recorder (NVR) 32 Channels, with embedded Video Management System | 1 |
| 42" Monitor | 3 |
| 24 port, 19 inches 1U rack mounted patch panels | 1 |
| 12U 19" lockable and ventilated industry standard rack wall mount | 1 |
| MERAKI MS210-24P Layer-2 Switch with 5yr Enterprise license | 1 |

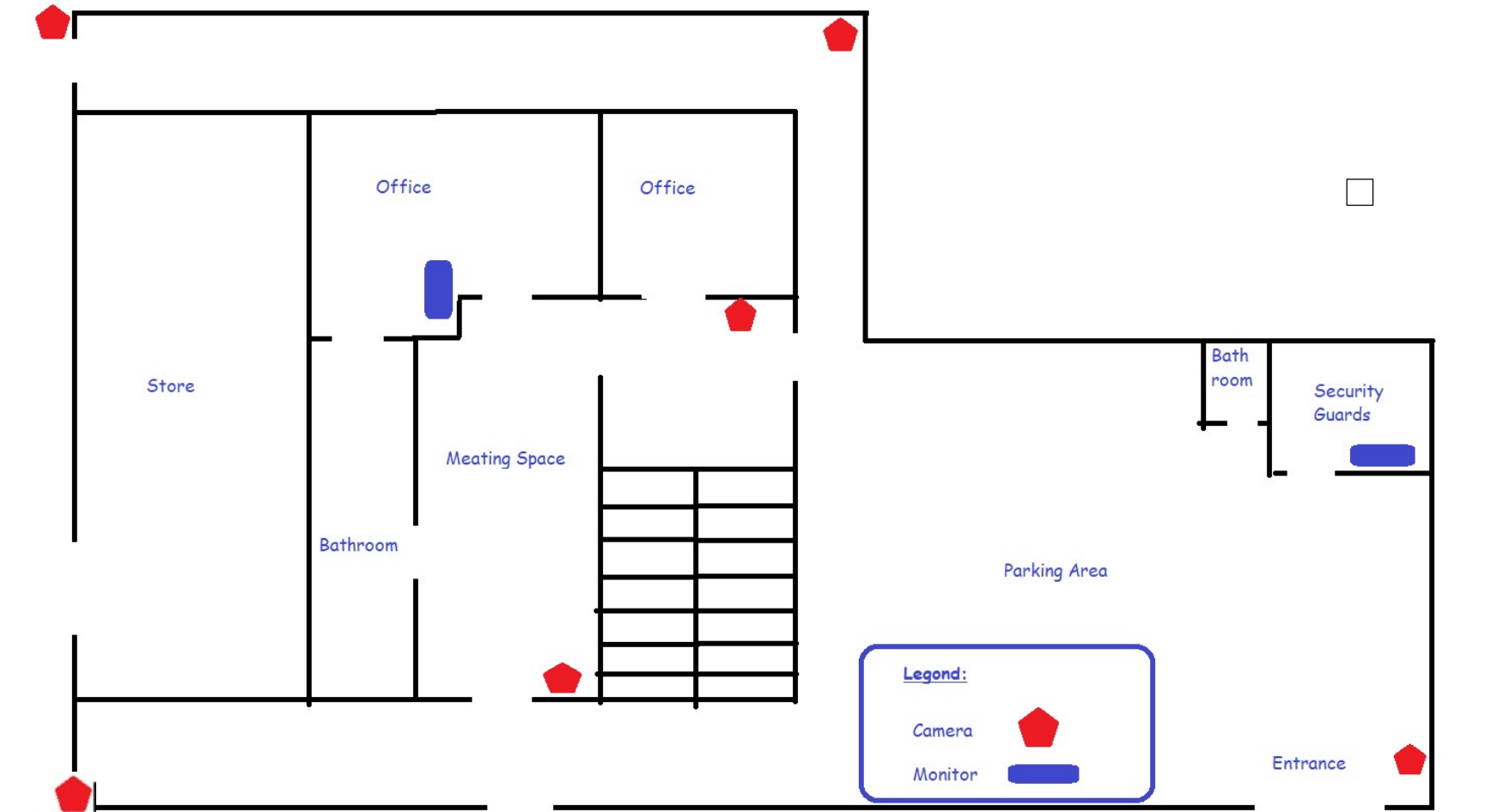
FO Office Nyal Main Office for CCTV System instalation:

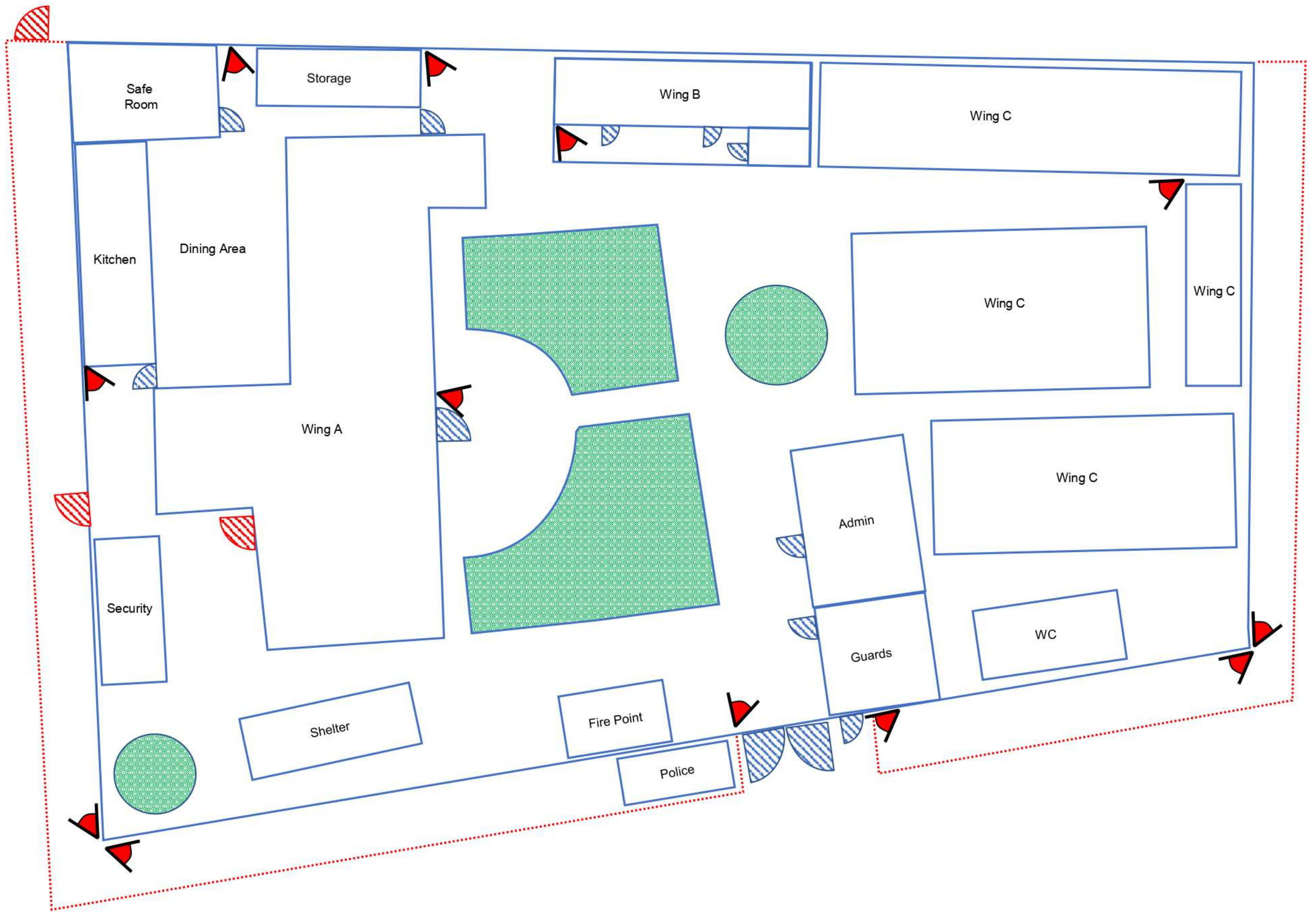


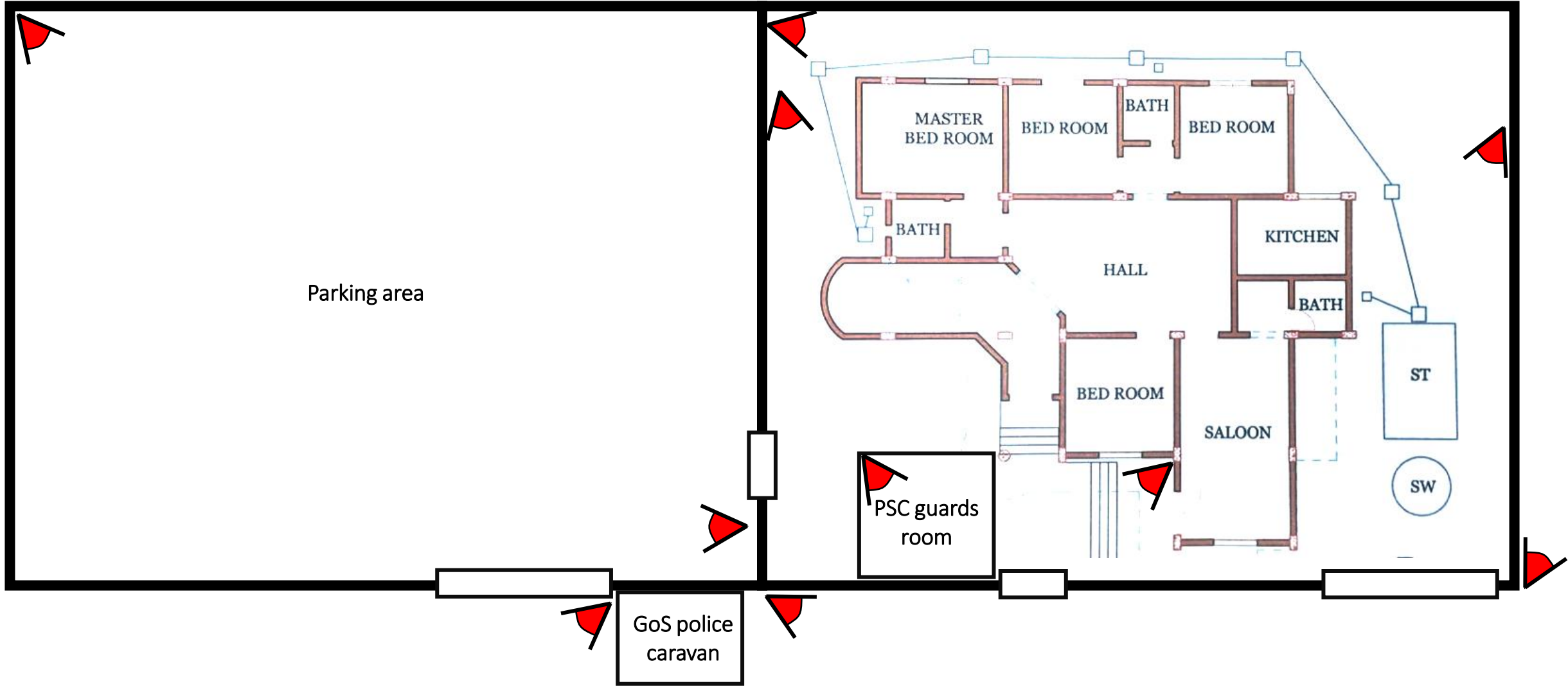
FO Office Nyal Main Office for CCTV System instalation:



FO Office Nyala Annex Office for CCTV System instalation:







Parking area

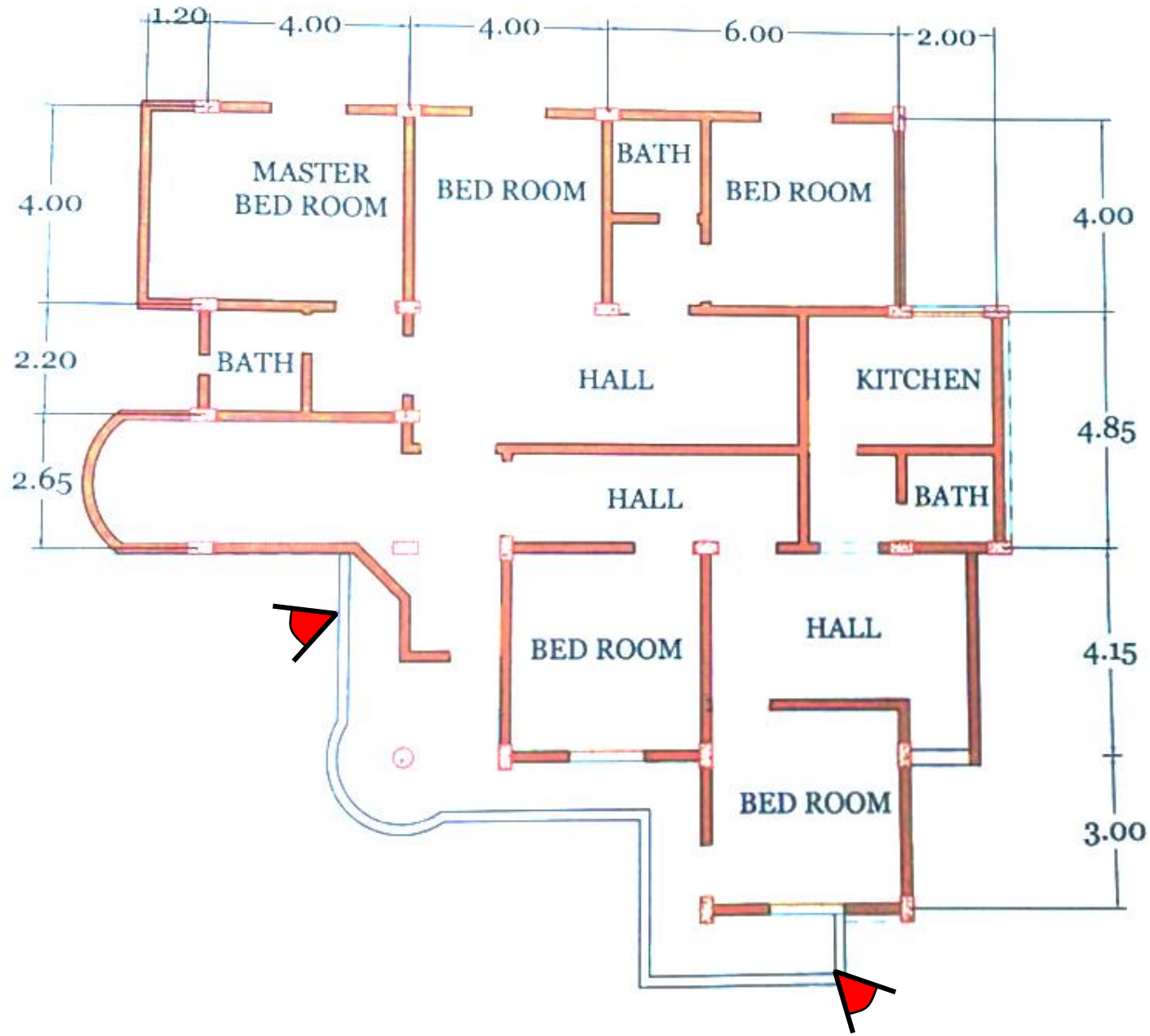
PSC guards room

GoS police caravan

ST

SW

Proposed fixed CCTV cameras layout



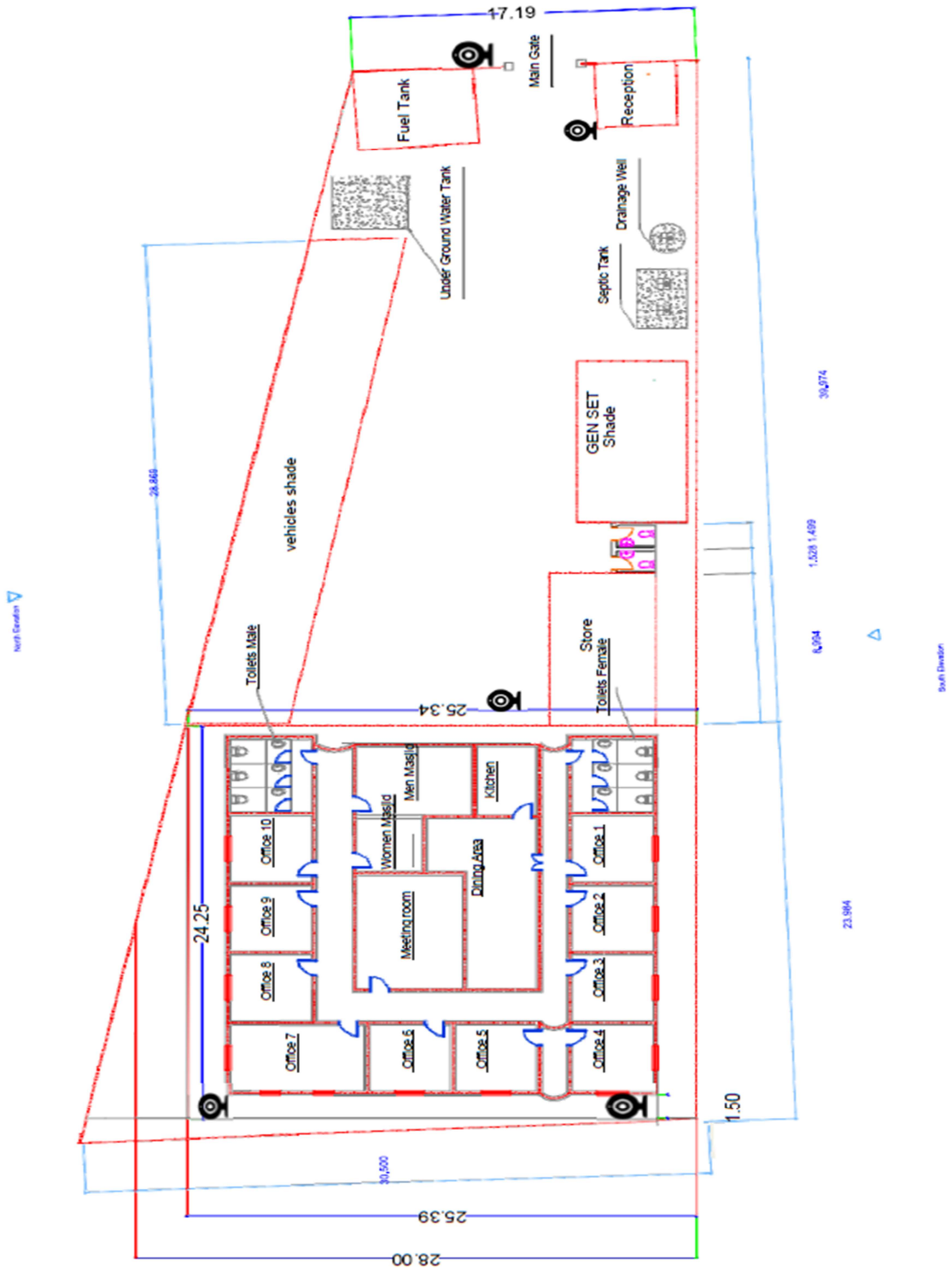
Proposed CCTV cameras layout mounted on second floor

Ed Daein Office Layout for CCTV System Insatalatio:

Current Office:



Planned Office Extension:



PROVISION of MATERIALS, INSTALLATION, TESTINGS, COMMISSIONING, AND POST INSTALLATION MAINTENANCE OF CCTV NETWORK FOR UNHCR OFFICES IN DARFUR

| S. No | Items | UOM | El Fasher Office | Nyala Office | Nyala Annex office | El Geniena Office | El Geniena New GH | Ed Daein Office | Total | Unit Price (USD) | Total Price (USD) |
|-------|---|--------|------------------|--------------|--------------------|-------------------|-------------------|-----------------|-------|------------------|-------------------|
| 1 | 5KVA UPS <i>As per specs given in Annex-B (TORs)</i> | Each | 1 | 1 | 1 | 1 | 1 | 1 | 6 | | |
| 2 | Bullet IP Camera with Optical Zoom <i>As per specs given in Annex-B (TORs)</i> | Each | 15 | 12 | 6 | 12 | 12 | 16 | 73 | | |
| 3 | Standard Network Video Recorder (NVR) 32 Channels, with embedded Video Management System <i>As per specs given in Annex-B (TORs)</i> | Each | 1 | 1 | 1 | 1 | 1 | 1 | 6 | | |
| 4 | 42" Monitor <i>As per specs given in Annex-B (TORs)</i> | Each | 3 | 2 | 2 | 3 | 3 | 3 | 16 | | |
| 5 | 24 port, 19 inches 1U rack mounted patch panels <i>As per specs given in Annex-B (TORs)</i> | Each | 1 | 1 | 1 | 1 | 1 | 1 | 6 | | |
| 6 | 12U 19" lockable and ventilated industry standard rackwall mount <i>As per specs given in Annex-B (TORs)</i> | Each | 1 | 1 | 1 | 1 | 1 | 1 | 6 | | |
| 7 | MERAKI MS210-24P Layer-2 Switch with 5yr Enterprise license <i>As per specs given in Annex-B (TORs)</i> | Each | 1 | 1 | 1 | 1 | 1 | 1 | 6 | | |
| 8 | Cables <i>As per specs given in Annex-B (TORs)</i> | Meters | | | | | | | | | |
| 9 | Conduits <i>As per specs given in Annex-B (TORs)</i> | Each | | | | | | | | | |

| | | | | | | | | | | | |
|----|---|--|--|--|--|--|--|--|--|--|--|
| 10 | Any other accessories required for the project (1) <i>(Please state the description)</i> | | | | | | | | | | |
| 11 | Any other accessories required for the project (2) <i>(Please state the description)</i> | | | | | | | | | | |
| 12 | Any other accessories required for the project (3) <i>(Please state the description)</i> | | | | | | | | | | |
| 13 | Installation charges for the systems per location. It must include all travel, lodging, meals, labour, overheads, risks etc. USD | | | | | | | | | | |
| 14 | Any Discounts if Available | | | | | | | | | | |
| 15 | Total Bid Price | | | | | | | | | | |

Name: _____

Signature: _____

Designation: _____

Date: _____

Official stamp: _____



UNHCR VENDOR REGISTRATION FORM – (Rev. June 18)

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

Section 1: Company Details and General Information

| | |
|--|------------------------------------|
| 1. Company name (full legal name): | |
| 2. Street Address: 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: <input type="checkbox"/> Partnership: <input type="checkbox"/> Other (specify): | |
| 14. Nature of Business: Manufacturer: <input type="checkbox"/> Authorised Agent: <input type="checkbox"/> Trader: <input type="checkbox"/> Consulting Company <input type="checkbox"/> Other (specify): | |
| 15. Year Established ¹ : | 16. Number of Full-time Employees: |
| 17. Licence no./State where registered and validity date: | 18. VAT No./Tax I.D.: |

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

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

¹ 3 years of operation is a minimum.

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

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

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

30. For Goods only, do those offered for supply conform to National/International Quality Standards?
 Yes No

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

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

Section 4: Experience

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

| <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).

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

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

Name:
Stamp and Signature:

Functional Title:
Date:

ADDITIONAL INFORMATION FOR COMPLETION

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

Section 1:

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

Section 2:

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

Section 3:

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

Section 4:

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

Section 5:

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

Section 6:

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

Section 8:

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

Section 9:

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



UNHCR

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

GENERAL CONDITIONS OF CONTRACT

CONTRACTS FOR THE PROVISION OF GOODS AND 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:** To the extent that the Contract involves the provision of any services to UNHCR by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), 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.



- 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*:
- 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. **PURCHASE OF GOODS:** To the extent that the Contract involves any purchase of goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to any purchases of goods under the Contract:
- 7.1 **DELIVERY OF GOODS:** The Contractor shall hand over or make available the goods, and UNHCR shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. The Contractor shall provide to UNHCR such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to UNHCR in accordance with the terms of the Contract. Delivery of the goods shall not be deemed in itself as constituting acceptance of the goods by UNHCR.
 - 7.2 **INSPECTION OF THE GOODS:** If the Contract provides that the goods may be inspected prior to delivery, the Contractor shall notify UNHCR when the goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNHCR or its designated inspection agents may also inspect the goods upon delivery in order to confirm that the goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNHCR or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.
 - 7.3 **PACKAGING OF THE GOODS:** The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the goods. The packing, in particular, shall mark the



UNHCR

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

Contract or Purchase Order number and any other identification information provided by UNHCR as well as such other information as is necessary for the correct handling and safe delivery of the goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

- 7.4 **TRANSPORTATION & FREIGHT:** Unless otherwise specified in the Contract (including, but not limited to, in any “INCOTERM” or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNHCR receives all necessary transport documents in a timely manner so as to enable UNHCR to take delivery of the goods in accordance with the requirements of the Contract.
- 7.5 **WARRANTIES:** Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNHCR stated in or arising under the Contract, the Contractor warrants and represents that:
- 7.5.1 The goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;
- 7.5.2 If the Contractor is not the original manufacturer of the goods, the Contractor shall provide UNHCR with the benefit of all manufacturers’ warranties in addition to any other warranties required to be provided under the Contract;
- 7.5.3 The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;
- 7.5.4 The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;
- 7.5.5 The goods are new and unused;
- 7.5.6 All warranties will remain fully valid following any delivery of the goods and for a period of not less than one (1) year following acceptance of the goods by UNHCR in accordance with the Contract;
- 7.5.7 During any period in which the Contractor’s warranties are effective, upon notice by UNHCR that the goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse UNHCR for the purchase price paid for the defective goods; and,
- 7.5.8 The Contractor shall remain responsive to the needs of UNHCR for any services that may be required in connection with any of the Contractor’s warranties under the Contract.
- 7.6 **ACCEPTANCE OF GOODS:** Under no circumstances shall UNHCR be required to accept any goods that do not conform to the specifications or requirements of the Contract. UNHCR may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNHCR be obligated to accept any goods unless and until UNHCR has had a reasonable opportunity to inspect the goods following delivery. If the Contract specifies that UNHCR shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until UNHCR in fact provides such written acceptance. In no case shall payment by UNHCR in and of itself constitute acceptance of the goods.
- 7.7 **REJECTION OF GOODS:** Notwithstanding any other rights of, or remedies available to UNHCR under the Contract, in case any of the goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNHCR, at its sole option, may reject or refuse to accept the goods, and within thirty (30) days following receipt of notice from UNHCR of such rejection or refusal to accept the goods, the Contractor shall, in sole option of UNHCR:
- 7.7.1 provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by UNHCR; *or,*



7.7.2 repair the goods in a manner that would enable the goods to conform to the specifications or other requirements of the Contract; *or*,

7.7.3 replace the goods with goods of equal or better quality; *and*,

7.7.4 pay all costs relating to the repair or return of the defective goods as well as the costs relating to the storage of any such defective goods and for the delivery of any replacement goods to UNHCR.

7.8 In the event that UNHCR elects to return any of the goods for the reasons specified in Article 7.7, above, UNHCR may procure the goods from another source. In addition to any other rights or remedies available to UNHCR under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNHCR shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the goods for the Contractor's account.

7.9 **TITLE:** The Contractor warrants and represents that the goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the goods shall pass from the Contractor to UNHCR upon delivery of the goods and their acceptance by UNHCR in accordance with the requirements of the Contract.

7.10 **EXPORT LICENSING:** The Contractor shall be responsible for obtaining any export license required with respect to the goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNHCR under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNHCR, UNHCR shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly inform UNHCR in writing and consult with UNHCR to enable UNHCR to take appropriate measures to resolve the matter.

8. INDEMNIFICATION:

8.1 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:

8.1.1 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*,

8.1.2 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.

8.2 The indemnity set forth in Article 8.1.1, above, shall not apply to:

8.2.1 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*

8.2.2 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.

- 8.3 In addition to the indemnity obligations set forth in this Article 8, the Contractor shall be obligated, at its sole expense, to defend UNHCR and its officials, agents and employees, pursuant to this Article 8, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.
- 8.4 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.
- 8.5 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:
- 8.5.1 procure for UNHCR the unrestricted right to continue using such goods or services provided to UNHCR;
- 8.5.2 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*,
- 8.5.3 refund to UNHCR the full price paid by UNHCR for the right to have or use such goods, property or services, or part thereof.

9. INSURANCE AND LIABILITY:

- 9.1 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.
- 9.2 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:
- 9.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
- 9.2.2 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;
- 9.2.3 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*,
- 9.2.4 such other insurance as may be agreed upon in writing between UNHCR and the Contractor.
- 9.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

- 9.4 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.
- 9.5 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:
- 9.5.1 name UNHCR as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
 - 9.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNHCR;
 - 9.5.3 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*,
 - 9.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNHCR.
- 9.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
- 9.7 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 9.5.3, above, the Contractor shall promptly notify UNHCR concerning any cancellation or material change of insurance coverage required under the Contract.
- 9.8 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.
10. **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.
11. **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.
12. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
- 12.1 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.

12.2 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.

12.3 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.

12.4 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.

13. **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.

14. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”)¹, shall be held in confidence by that Party and shall be handled as follows:

14.1 The recipient (“Recipient”) of such Information shall:

14.1.1 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*,

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

14.2 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 14, the Recipient may disclose Information to:

14.2.1 any other party with the Discloser’s prior written consent; *and*,

14.2.2 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:

14.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,

14.2.2.2 any entity over which the Party exercises effective managerial control; *or*,

14.2.2.3 for UNHCR, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

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

- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.

15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

- 15.1 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.
- 15.2 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 16, "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.
- 15.3 *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.

16. TERMINATION:

- 16.1 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 19 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.
- 16.2 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.

- 16.3 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:
- 16.3.1 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;
 - 16.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
 - 16.3.3 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;
 - 16.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;
 - 16.3.5 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;
 - 16.3.6 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;
 - 16.3.7 complete performance of the work not terminated; *and*,
 - 16.3.8 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.
- 16.4 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.
- 16.5 UNHCR may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
- 16.5.1 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;
 - 16.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
 - 16.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
 - 16.5.4 a receiver is appointed on account of the insolvency of the Contractor;
 - 16.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,
 - 16.5.6 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.
- 16.6 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 16.5, 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 16.5, above, and shall provide UNHCR with any information pertinent thereto.

16.7 The provisions of this Article 16 are without prejudice to any other rights or remedies of UNHCR under the Contract or otherwise.

17. **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.

18. **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.

19. **SETTLEMENT OF DISPUTES:**

19.1 **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.

19.2 **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 19.1, 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.

20. **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).

21. **TAX EXEMPTION:**

21.1 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.

21.2 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.

22. **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.

23. **MODIFICATIONS:**

23.1 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 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.

23.2 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 23.1, above.

23.3 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 23.1, above.

24. **AUDITS AND INVESTIGATIONS:**

24.1 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.

24.2 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.

25. **LIMITATION ON ACTIONS:**

25.1 Except with respect to any indemnification obligations in Article 8, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 19.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

25.2 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.

26. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any), is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. 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. **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.
28. **SEXUAL EXPLOITATION:**
- 28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person. 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.
- 28.2 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.
29. **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.
30. **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.

– oOOo –

UN SUPPLIER CODE OF CONDUCT

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

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

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

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

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

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

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

Labour:

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

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

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

Human Rights:

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

Environment:

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

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

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

Bribery & Corruption:

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

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

Contacts:

Any questions related to this Code of Conduct can be addressed to the Director, Procurement Division.

Annex G- Bidders' Submissions Checklist*Annex G has 2 pages*

Please fill out the below checklist, sign, stamp and submit in your technical offer envelop

| S. No. | Requirement | Included in your offer? Please write Yes/NO | | |
|--------|---|---|----|----------------|
| | | YES | NO | Remarks if any |
| 1 | Your offer is in English | | | |
| 2 | Valid business registration certificate included in your technical offer envelop | | | |
| 3 | Is the age your Company 3 years and above from the date of registration / incorporation | | | |
| 4 | Your equipment conforms with UNHCR's specifications. <i>Please include technical sheets/brochures of your equipment in your technical envelop.</i> | | | |
| 5 | Your equipment and services have a warranty of 1 year during which you must replace/maintain. | | | |
| 6 | Experience and highest certificates of key staff included in the technical envelop? | | | |
| 7 | Audited financial statements or bank statements for the past 5 years included in your technical envelop | | | |
| 8 | You have submitted your approaches and methodologies with respect to: <ul style="list-style-type: none"> • Your understanding of UNHCR's requirements • Your technical approach and methodology (mobilization monitoring and reporting) | | | |

Request for Proposal: 21/HCR/SDNEL/SUP/RFP/0045

| | | | | |
|----|--|--|--|--|
| | <ul style="list-style-type: none"> Implementation plan in a gantt chart format in English | | | |
| 9 | You have signed your signature and stamp beside all cancelations and corrections in your financial offer form | | | |
| 10 | There is no corrective fluid in your financial offer. <i>(Any offer with corrective fluid will be disqualified)</i> | | | |
| 11 | You have signed/Stamped UNHCR General Terms and Conditions for goods and services | | | |
| 12 | You have signed/Stamped UN Supplier Code of Conduct and included in your technical offer | | | |
| 13 | You have a USD account in the name of your firm, or you can open one before contract signing as per the schedule in Annex A. If payment is in a different currency UNHCR reserves the right to apply the UN exchange rate. | | | |

| | |
|--|---------------------|
| Please, state your company's email address through which you can be contacted. | |
| Please state your completion time for all the locations |calendar days |
| What is the validity of your offer in calendar days? <i>UNHCR requires a minimum of 90 days</i> | Calendar days |

X

 Company Representative (Director/Executive)

Date _____

X

 Company stamp

