

**UNHCR**United Nations High Commissioner for Refugees
Haut Commissariat des Nations Unies pour les réfugiés**DATA: 04/12/2017****CONVITE PARA OFERTA: ITB No. 2017/BRA/PSP/001****VISANDO ESTABELECIMENTO DE CONTRATO PARA
IMPRESSÃO COM DADOS VARIÁVEIS E ENVIO POR CORREIO (MALA DIRETA)****DATA E HORA DE FECHAMENTO: 17/12/2017 – 23:59 hrs (Horário de Brasília)**

INTRODUÇÃO AO ACNUR

O Alto Comissariado das Nações Unidas para Refugiados (ACNUR) foi criado pela Assembleia Geral da ONU em 14 de dezembro de 1950. O mandato da agência é liderar e coordenar a ação internacional para proteger refugiados e solucionar problemas relacionados ao refúgio em todo mundo. Seu principal propósito é salvaguardar os direitos e bem-estar dos refugiados, bem como prestar auxílio à apátridas.

Em mais de seis décadas, a Agência ajudou dezenas de milhões de pessoas a reconstruírem suas vidas. Hoje, uma equipe de cerca de 6.600 pessoas em mais de 110 países continuam a auxiliar 34 milhões de pessoas. Para ajudar e proteger uma das populações mais vulneráveis do mundo em tantos locais diferentes, o ACNUR precisa comprar bens e contratar serviços globalmente. Para mais informação sobre o ACNUR, seu mandato e operações, por favor veja <http://www.acnur.org/portugues>.

1. REQUERIMENTOS

O Escritório do Alto Comissariado das Nações Unidas para Refugiados (ACNUR) no Brasil, convida empresas qualificadas a enviarem ofertas visando estabelecimento de contrato para provisão de serviço de **impressão com dados variáveis e envio por correio (Mala Direta)**, doravante referido como **Serviços**.

IMPORTANTE:

Especificações Técnicas exatas do Serviço estão detalhadas no Anexo A deste documento.
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O ACNUR poderá emitir contrato (*Frame Agreement*) com duração inicial de 2(dois) anos, potencialmente extensível por um período adicional de 1 (um) ano, para provisão dos serviços acima. Os licitantes contratados serão solicitados a manter o preço ofertado pela duração do Contrato.

A estimativa anual para o escritório do ACNUR no Brasil é de 1.430.000 (Um milhão, quatrocentos mil) correspondências a serem impressas com dados variáveis e enviadas via correios para potenciais doadores.

Por favor, notem que a estimativa acima é divulgada para que os licitantes tenham um indicativo dos requerimentos para este projeto. Tal estimativa não representa uma obrigação do ACNUR para solicitar a quantidade mencionada. As quantidades podem e irão variar a depender das reais necessidades e orçamento disponível, sendo solicitadas pela emissão de Ordens de Compra vinculadas ao contrato.

Outras Agências, Fundos e Programas das Nações Unidas poderão usufruir dos mesmos preços e condições contidas na oferta dos licitantes vencedores e poderão constituir contratos próprios para execução destes serviços.

IMPORTANTE:

Em um *Frame Agreement* qualquer uma das partes pode solicitar a extinção do acordo, desde que comunique a outra parte por escrito com antecedência de 90 dias (3 meses).

Processos de conciliação e arbitragem, de acordo com o **artigo 19** "*Settlement of Disputes*" das Condições Gerais de Contrato do ACNUR, não devem ser considerados como uma "causa" para, ou, em si mesmos, uma cláusula de rescisão.

É fortemente recomendado que este Convite para Oferta (*Invitation to Bid*) e seus anexos sejam lidos com atenção. Falhas em observar os procedimentos aqui descritos podem resultar em desqualificação no processo de avaliação.

Nota: Este documento não deve ser interpretado, em nenhuma maneira, como uma oferta de Contrato para a sua empresa.

2. INFORMAÇÃO DE LICITAÇÃO:

2.1. DOCUMENTOS DESTA SOLICITAÇÃO

Os seguintes anexos formam integralmente esta Solicitação (*Invitation to Bid*):

- | | |
|----------|--|
| Anexo A: | Especificações Técnicas |
| Anexo B: | Formulário de Proposta Técnica |
| Anexo C: | Formulário de Proposta Financeira |
| Anexo D: | Formulário de Registro de Fornecedor |
| Anexo E: | UNHCR General Conditions of Contracts for the Provision of Goods and Services – 2010 |

2.2 CONFIRMAÇÃO DE RECEBIMENTO

Nós apreciáramos a sua confirmação quanto ao recebimento desta solicitação, enviando um email a **BRABRPRO@unhcr.org** contendo:

- Sua confirmação de recebimento desta *Invitation to Bid*.
- Se você enviará ou não uma proposta.
- A fonte de onde adquiriu este documento (ex: E-Mail, Website do ACNUR, Midia Impressa etc.)

IMPORTANTE:

Falha em enviar a informação solicitada pode resultar em desqualificação de sua oferta de uma avaliação subsequente.

2.3 PEDIDOS DE ESCLARECIMENTO

Licitantes são solicitados a emitir qualquer pedido de esclarecimento à respeito deste processo por e-mail para lustosa@unhcr.org. **O prazo final para recebimento de questões é**

as 23:59 hrs (Horário de Brasília) no dia 12/12/2017. Solicitamos à todos licitantes que mantenham concisas as suas questões.

IMPORTANTE:

Por favor notem que as submissões de ofertas **NÃO** devem ser enviadas ao e-mail acima. Falha em observar esta provisão pode resultar em desqualificação.

O ACNUR irá responder a todas as questões no menor prazo possível, divulgando a resposta a todos os participantes.

2.4 SUA OFERTA

Sua proposta deverá ser preparada em Inglês ou Português.

Por favor, submeta sua proposta utilizando os Anexos providenciados. Ofertas em desconformidade com os formatos solicitados não serão levadas em consideração.

IMPORTANTE:

Envio de cópias de sua oferta ou qualquer correspondência enviada diretamente à atenção do Oficial de Compras ou qualquer outro e-mail do ACNUR (que não o indicado para recebimento de propostas) resultará em desqualificação de sua oferta. Por favor, envie sua oferta diretamente e unicamente ao e-mail informado no item 2.6 - Submissão de Oferta - desta *Invitation to Bid*.

Sua oferta deve compreender os seguintes grupos de documentos:

- Proposta Técnica
- Proposta Financeira

2.4.1 Conteúdo de sua PROPOSTA TÉCNICA

IMPORTANTE:

Nenhuma informação de preço deve estar incluída em sua Proposta Técnica. Falha em observar este requerimento poderá resultar em desqualificação.

Os detalhes técnicos dos serviços solicitados pelo ACNUR podem ser encontrados no **Anexo A**. Sua oferta técnica deve indicar claramente se os serviços ofertados estão em conformidade com as especificações solicitadas. Qualquer discrepância entre sua oferta e as especificações requisitadas devem ser informadas.

Os seguintes detalhes devem ser informados em sua oferta técnica:

Capacidade de Entrega: O Licitante deve indicar qual é o tempo médio para produção e entrega dos serviços solicitados.

Capacidade Técnica: O Licitante deve informar se é capaz de entregar os itens com as especificações detalhadas no **Anexo A**.

Formulário de Registro de Fornecedor: Se sua empresa não for registrada no ACNUR você deverá completar, assinar, e submeter o formulário de registro de fornecedores (**Anexo D**) junto à sua proposta técnica.

UNHCR General Conditions for Provision of Goods and Services: Sua oferta técnica deve conter a aceitação aos Termos e Condições Gerais de Contrato do ACNUR.

2.4.2 Conteúdo de sua PROPOSTA FINANCEIRA

Sua **Proposta Financeira** deve ser submetida em um arquivo separado e deve estar descrita em Reais ou Dólares Americanos.

A proposta financeira deve ser submetida de acordo com o Formulário de Proposta Financeira (Anexo C). Ofertas com uma estrutura de preço diferente não serão aceitas.

Os seguintes detalhes devem ser providenciados para cada item:

Preço Unitário: O licitante deve fazer sua oferta indicando o preço unitário para os serviços de impressão com dados variáveis, autoenvolvimento e postagem nos correios. Qualquer desconto por quantidade ou outros tipos de descontos devem ser claramente indicados.

Você é solicitado a manter os seus preços por 180 dias após a submissão de sua proposta. O ACNUR irá realizar seus melhores esforços para selecionar a empresa vencedora dentro deste período. Os preços ofertados pelo licitante contratado deverão ser válidos pela duração do *Frame Agreement*. Os termos de pagamento do ACNUR são de 30 dias após execução satisfatória dos serviços e emissão da nota fiscal.

Os custos de preparação de oferta, incluindo qualquer viagem que se faça necessária, não serão reembolsáveis e não devem ser incluídos como um custo direto neste processo.

2.5 AVALIAÇÃO DAS PROPOSTAS:

2.5.1 Registro de Fornecedor:

Os fornecedores qualificados serão adicionados à Database de fornecedores do ACNUR após verificação das informações submetidas no *Vendor Registration Form* e nos documentos de suporte. A verificação leva em consideração fatores como:

- Dados financeiros,
- Áreas de negócio,
- Capacidade contractual.

Subsequentemente será feita uma avaliação de performance de cada fornecedor, analisando:

- Testes aleatórios/periódicos em produtos entregues,
- Habilidade de responder rapidamente às necessidades da Agência,
- Prazos de entrega,
- Confiabilidade dos produtos e serviços.

2.5.2 Avaliação Técnica e Financeira:

As ofertas de todos os fornecedores pré-qualificados serão avaliadas em relação a:

- Conformidade com as especificações,
- Preço Unitário,
- Capacidade de Entrega.

Somente para fins de avaliação da proposta, as ofertas submetidas em moeda diferente do Dólar Americano serão convertidas em Dólares Americanos usando a taxa de conversão das Nações Unidas.

Pacto Global das Nações Unidas e outros fatores: O ACNUR apoia a iniciativa do Pacto Global, iniciada em 31 de Janeiro de 1999 pelo Secretário-Geral Kofi Annan, que estimula

empresas, as Nações Unidas e sociedade civil a apoiarem dez princípios nas áreas de Direitos Humanos, Trabalho, Meio-ambiente e combate à corrupção. Nós encorajamos os fornecedores a assinar a iniciativa do Pacto Global.

2.6 SUBMISSÃO DE PROPOSTA

As ofertas devem ser enviadas em seu papel timbrado, claramente identificando a sua empresa.

As propostas devem ser enviadas por email e todos anexos devem estar em formato PDF (Cópias dos documentos em PDF podem ser incluídas em outros formatos: excel, word etc) As propostas técnicas e financeiras devem estar claramente separadas.

**Propostas devem ser enviadas por e-mail apenas para:
BRABRPRO@UNHCR.ORG**

IMPORTANTE:

A Proposta Técnica e a Proposta Financeira devem ser enviadas em documentos separados. Falha em observar este requisito pode resultar em desqualificação.

Prazo Final: 17/12/2017 – 23:59 hrs (Brasilia Time)

IMPORTANTE:

Qualquer oferta recebida após esta data ou submetida a qualquer outro e-mail do ACNUR será rejeitada. O ACNUR pode, a seu critério, estender o prazo para recebimento de propostas, notificando todos os licitantes simultaneamente.

É de sua responsabilidade garantir que os e-mails sejam devidamente recebidos até o prazo final. Por favor, estejam cientes de que as políticas de e-mail no ACNUR limitam o tamanho dos anexos a um máximo de **8 Mb**, podendo ser necessário enviar suas propostas em mais de um e-mail.

Por favor indiquem no campo “Assunto”:

- **ITB 2017/BRA/PSP/001**
- Nome de sua empresa e título dos anexos
- Numero de emails que serão enviados (exemplo: 1/3, 2/3, 3/4).

O ACNUR não será responsável por localizar qualquer informação que não esteja identificada em sua Proposta. Nesse sentido, para garantir que informação suficiente foi disponibilizada, o licitante deve criar, como parte de sua proposta, qualquer material descritivo que se faça necessário para a compreensão de sua oferta.

IMPORTANTE:

A Proposta Financeira só será aberta para avaliação caso o licitante seja aprovado na avaliação técnica, cumprindo as especificações técnicas aqui descritas no Anexo A.

2.7 ACEITAÇÃO DA PROPOSTA:

O ACNUR se reserve o direito de aceitar parcialmente ou integralmente a sua proposta.

O ACNUR pode, a seu próprio critério, aumentar ou reduzir os quantitativos aqui solicitados ao emitir o contrato, esperando-se a manutenção dos preços unitários. Qualquer acréscimo ou

decrécimo durante a duração do contrato será negociado com o fornecedor contratado, como parte da finalização das Ordens de Compra (PO).

O ACNUR pode, a seu próprio critério, estender o período para recebimento de propostas, notificando todos os licitantes por escrito. A extensão do prazo poderá acompanhar uma modificação dos Documentos de Solicitação, por iniciativa do próprio ACNUR ou em resposta a uma questão feita por algum licitante.

2.8 MOEDA E TERMOS DE PAGAMENTO PARA ORDENS DE COMPRA (POs)

Qualquer Ordem de Compra (PO) emitida como resultado deste processo será feita na moeda da proposta vencedora. Os pagamentos acontecerão de acordo com as condições do *General Conditions for the Purchase of Goods* (Anexo E). Os pagamentos só acontecerão após a confirmação de serviço prestado por parte do ACNUR.

2.9 TERMOS E CONDIÇÕES GERAIS DO ACNUR

Por favor, notem que os Termos e Condições Gerais de Contrato (**Anexo E**) serão anexados em qualquer contrato future. O Fornecedor deve confirmar a aceitação a estes termos por escrito.

Atenciosamente,



Igor Lustosa, Senior Admin/Finance Assist.
Private Sector Partnerships
UNHCR Brazil

ANEXO A ESPECIFICAÇÕES TÉCNICAS

1. OBJETO

Produção de correspondências personalizadas conforme demanda.

2. ESPECIFICAÇÕES DO SERVIÇO

Impressão offset com aplicação de dados variáveis para textos e boletos bancários e processamento de correspondências para modalidade Carta Simples (mensal):

Quantidade estimada para período de 12 meses: 180.000 (Cento e oitenta mil).

Periodicidade: 15.000 correspondências enviadas a cada mês com até **DUAS** entradas de máquina para **DOIS** modelos diferentes **POR MÊS**.

Formato: 420mm x 297mm aberto – 215mm x 100mm fechado.

Impressão: 4x4 cores, em papel offset 90g com aplicação de dados variáveis 1x1 cor para textos e boletos bancários.

Acabamento: Autoenvelopamento com 3 dobras, cola e serrilha.

Triagem: Triagem completa para modalidade **Carta Simples** conforme plano de triagem dos Correios.

Entrega: A empresa contratada deverá entregar as correspondências impressas, triadas e unitizadas em caixetas CTA-05/CTA-06 ou caixas de papelão homologadas, em um dos centralizadores dos Correios.

Impressão offset com aplicação de dados variáveis para textos e boletos bancários e processamento de correspondências para modalidade Carta Simples (sazonal):

Quantidade total estimada: 1.250.000 (Um milhão, duzentos e cinquenta mil).

Periodicidade: Envios em abril (350.000), setembro (400.000) e novembro (500.000) com até **CINCO** entradas de máquina para **CINCO** modelos diferentes **POR PERIODICIDADE**.

Formato: 420mm x 297mm aberto – 215mm x 100mm fechado.

Impressão: 4x4 cores, em papel offset 90g com aplicação de dados variáveis 1x1 cor para textos e boletos bancários.

Acabamento: Autoenvelopamento com 3 dobras, cola e serrilha.

Triagem: Triagem completa para modalidade **Carta Simples** conforme plano de triagem dos Correios.

Entrega: A empresa contratada deverá entregar as correspondências impressas, triadas e unitizadas em caixetas CTA-05/CTA-06 ou caixas de papelão homologadas, em um dos centralizadores dos Correios.

Prazo de execução: Máximo de 15 dias úteis entre o recebimento do pedido e postagem dos objetos no centralizador.

LOGOTIPO

ANEXO B
FORMULÁRIO DE PROPOSTA TÉCNICA

[inserir: Local]

[inserir: Data]

Ao
Alto Comissariado das Nações Unidas para Refugiados (ACNUR)
Ref. ITB 2017/BRA/PSP/001

Senhores(as):
Após exame dos documentos de cotação, propomos entregar os serviços requisitados nesta
ITB conforme especificação abaixo:

Formato: 420mm x 297mm aberto – 215mm x 100mm fechado: <input type="checkbox"/> Sim <input type="checkbox"/> Não
Papel: Offset 90g: <input type="checkbox"/> Sim <input type="checkbox"/> Não - Qual? (especificar)
Impressão: Offset 4x4 cores: <input type="checkbox"/> Sim <input type="checkbox"/> Não Aplicação de dados variáveis 1x1 cor para textos e boletos bancários: <input type="checkbox"/> Sim <input type="checkbox"/> Não
Acabamento: Autoenvolvimento com 3 dobras, cola e serrilha: <input type="checkbox"/> Sim <input type="checkbox"/> Não
Triagem: Triagem completa para modalidade Carta Simples conforme plano de triagem dos Correios: <input type="checkbox"/> Sim <input type="checkbox"/> Não
Entrega: Entrega das correspondências impressas, triadas e unitizadas em caixetas CTA-05/CTA-06 ou caixas de papelão homologadas, em um dos centralizadores dos Correios: <input type="checkbox"/> Sim <input type="checkbox"/> Não
Prazo de entrega: (Tempo entre realização do pedido e entrega no centralizador dos Correios): XX dias
Declaro que li e aceito as condições descritas no Anexo E - <i>UNHCR General Conditions for Provision of Goods and Services</i> : <input type="checkbox"/> Sim <input type="checkbox"/> Não

Assinatura: _____

Nome: _____

Formulário de Registro de Fornecedor: Se sua empresa não for registrada no ACNUR você deverá completar, assinar, e submeter o formulário de registro de fornecedores (**Anexo D**) junto à sua proposta técnica.

Não incluir qualquer informação de preço neste formulário. A Proposta financeira deve ser enviada em outro arquivo.

LOGOTIPO

ANEXO C
FORMULÁRIO DE PROPOSTA FINANCEIRA

[inserir: Local]

[inserir: Data]

Ao

Alto Comissariado das Nações Unidas para Refugiados (ACNUR)

Ref. ITB 2017/BRA/PSP/001

Senhores(as):

Após exame dos documentos de cotação, propomos entregar os serviços constantes da nossa Cotação pelo valor total de R\$ **XX.XXX,XX** reais, conforme planilha detalhada abaixo:

Item	Qtd.	Valor Unitário	Valor Total
Impresso formato 420mm x 297mm aberto - 215mm x 100mm fechado em papel offset 90g com aplicação de dados variáveis 1x1 cor para textos e boletos bancários. Autoenvelopamento com cola e serrilha. Triagem completa conforme plano de triagem dos Correios. Entrega das correspondências unitizadas em caixetas CTA-05/CTA-06 ou caixas de papelão homologadas em centralizador dos Correios.	180.000	R\$ XX,XX	R\$ XXX.XXX,XX
Impresso formato 420mm x 297mm aberto - 215mm x 100mm fechado em papel offset 90g com aplicação de dados variáveis 1x1 cor para textos e boletos bancários. Autoenvelopamento com cola e serrilha. Triagem completa conforme plano de triagem dos Correios. Entrega das correspondências unitizadas em caixetas CTA-05/CTA-06 ou caixas de papelão homologadas em centralizador dos Correios.	1.250.000	R\$ XX,XX	R\$ XXX.XXX,XX
Valor total da Proposta			R\$ XXX.XXX,XX

Concordamos em manter esta cotação pelo prazo de **180** dias a partir da data limite para recebimento das Cotações fixada no presente *Invitation to Bid*. Declaramos na forma da lei que a nossa participação na presente Solicitação de Cotação implica na aceitação integral e irrevogável de seus termos. Declaramos que nossa empresa se compromete a fornecer o(s) serviço(s) objeto desta licitação no local exigido pelo valor proposto.

Atenciosamente,

Nome e Assinatura do Representante

Nome da Empresa

Telefone/Fax/E-mail



UNHCR

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

ANEXO D
UNHCR VENDOR REGISTRATION FORM



UNHCR VENDOR REGISTRATION FORM – (Rev. Feb. 10)

Section 1: Company Details and General Information

1. Name of Company:	
2. Street Address: Postal Code: City: Country:	3. P.O. Box and Mailing Address:
4. Tel:	5. Fax:
6. Email:	7. WWW Address:
8. Contact Name and Title:	
9. Email:	
10. Parent Company (Full legal / officially registered company name):	
11. Subsidiaries, Associates - name, city, country (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:	16. Number of Full-time Employees:
17. Licence no./State where registered:	18. VAT No./Tax I.D.:
19. Technical Documents available in: English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Russian <input type="checkbox"/> Arabic <input type="checkbox"/> Chinese <input type="checkbox"/> Other (specify) _____	
20. Working Languages: English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Russian <input type="checkbox"/> Arabic <input type="checkbox"/> Chinese <input type="checkbox"/> Other (specify) _____	

Section 2: Banking Information

- | | |
|--|---------------------------------------|
| 21. Bank Name: | 22. Branch Name: |
| 23. Branch Address: | 24. Tel. number: |
| | 25. Fax number: |
| 26. Bank Account Number: | 27. Account Name: |
| 28. Account currency: | 29. Swift/Bank Identifier Code (BIC): |
| 30. International Bank Account Number (IBAN): | |
| 31. Routing Bank details (if applicable): full details to be provided as per above | |

If multiple bank accounts exist that may be relevant to UNHCR, please provide details for each account.

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

32..Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (please provide a Copy of your latest Certificate):

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

Yes ☐

No ☐

34. 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

35. Annual Value of Total Sales for the last 3 Years:

Year ____: USD _____ Year ____: USD _____ Year ____: USD _____

36. Annual Value of Export Sales for the last 3 Years:

Year ____: USD _____ Year ____: USD _____ Year ____: USD _____

37. If available, please provide a copy of the company's latest annual or audited Financial Report. Please note that the latest audited financial report may be requested in case of a contract with UNHCR.

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:

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

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

39. To which Countries has your Company exported and/or managed Projects over the last 3 Years?

Section 5: UN Global Compact Initiative

40. 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

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

Yes ☐ No ☐

42. Write down the name, qualification and contact details of your company's environmental focal point.

Name: _____ Qualification: _____ Telephone: _____ Email: _____

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

Yes ☐ No ☐ If yes, please attach a copy.

Section 7: Anti Personnel Mines

44. By signing this VRF, potential vendor warrants and represents that neither it, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) is engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Please confirm by answering Yes or No below.

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 8: Child Labour

45. By signing this VRF, potential vendor warrants and represents that it is not engaged in any practice inconsistent with the Rights set forth in the Convention on the Rights of Child which 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 and physical, mental, spiritual, moral or social development. Do you agree with this?

Yes ☐ No ☐ Any breach of this clause may result in the termination of all contracts your Company may have with UNHCR and removal from the approved vendor database.

Section 9: Official not to benefit

46. 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 10: Others

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

48. List any National or International Trade or Professional Organizations of which your Company is a Member.

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

50. 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:

51. **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:
Signature:

Functional Title:
Date:

Please mail completed form to*:

**United Nations High Commissioner for Refugees
Supply Management Service HQSF00
Chief, Procurement & Contracts Section
Ipoly utca 5a/b/c
1133 Budapest
Hungary**

***Registration form to be returned to the relevant UNHCR Office**

Companies that are registered with UNHCR and that have no purchase history over three years shall be inactivated. UNHCR may require new registration documentation from suppliers in case new business opportunity appears.

INSTRUCTIONS 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:

1. Full name of company.
2. Full street address.
3. Full mailing address (including P.O. Box, if any).
4. Telephone number, including correct country and area codes.
5. Fax number, including country and area codes.
6. Email address.
7. WWW Address.
8. Provide name of person (including title) or department to whom correspondence should be addressed.
9. Provide email address of contact person.
10. Full legal name of parent company, if any.
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.
13. Please tick one box. If other; please specify.
14. Please tick one box. If other; please specify. If the company is a manufacturer of some products and a trader/agent of others which they do not manufacture, both boxes should be ticked.
15. Indicate the year in which the organization was established under the name shown in Item 1.
16. Indicate the total number of full-time personnel in the company.
17. Provide the license number under which the company is registered, or the State where it is registered.
18. Provide the VAT number or Tax I.D. of the company.
19. Please tick the boxes for which languages the company is able to provide technical documents. Please specify other languages.
20. Please tick the boxes for which languages the company is able to work in. Please specify other languages.

Section 2:

21. Full name of bank.
22. Name of branch.
23. Address where branch is located.
24. Telephone number, including correct country and area codes.
25. Fax number, including country and area codes.
26. Number of the company account.
27. Name in which the account is held (**important: this should be the company name**).
28. Currency of the account.

29. Swift code for the account.

30. International Bank Account Number (IBAN).

31. Should a routing be required for international payments, please provide full details of intermediate bank(s).

Section 3:

32. List any Quality Assurance Certificates (e.g. ISO 9000 series) that have been issued to your company and provide a copy of the latest certificates.

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

34. Please list up to 10 of the core goods/services offered. For each item, list the National/International Quality Standard to which it conforms.

Section 4:

35. Provide the total annual sales for the organization for the last 3 financial years in USD.

36. Provide the total export sales for the organization for the last 3 financial years in USD.

37. Please provide a copy of your most recent annual report or audited financial report. Please tick 'yes' or 'no' to reflect whether your company has any outstanding bankruptcy, judgment or pending legal action that could impair operating as a going concern? If available, provide a rating by Dun and Bradstreet or equivalent (specify which).

38. 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. If you have had more than 5 of such contracts, please attach a separate sheet indicating the others. Documentary evidence of such contracts may be required, e.g. copies of purchase orders. Organizations in the UN system are: UN; UNCTAD; UNEP; UNCHS(Habitat); UNICEF; UNDP; WFP; UNHCR; UNRWA; UNFPA; UNOPS; UNU; ILO; FAO; UNESCO; ICAO; WHO; WB; IMF; UPU; ITU; WMO; IMO; WTO; WIPO; IAPSO; IFAD; UNIDO; IAEA; ITC; ECA; ECE; ECLAC; ESCAP; ESCWA.

39. List export markets, in particular, all developing countries to which your company has exported over the last 3 years.

Section 5:

40. 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 5:

41. 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.

42. Provide the name, qualification and contact details (e-mail and telephone) of your environmental focal point.

43. Please indicate if your organisation holds any accreditation such as ISO 14001 related to the environment. If so, please enclose copies of such certification.

Section 7:

44. UNHCR expects all suppliers with whom it does business with to obey with the non-engagement in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. Please mark yes if you are in agreement and no if otherwise.

Section 8:

45. UNHCR expects all suppliers with whom it does business with to obey with the non-engagement in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, the International Labour Organization (ILO) Minimum Age Convention or the Prohibition and Immediate Elimination of the Worst Forms of Child Labour Convention. Please mark yes if you are in agreement and no if otherwise.

Section 9:

46. 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 10:

47. List all disputes with UN organizations which your organization has been involved in over the last 3 years. If more space is required, please use a separate sheet.

48. Provide details of all national and international trade or professional organizations to which your company belongs.

49. UNHCR accepts UNGM-registered companies into its database, subject to submitting a hardcopy of a complete set of vendor registration form with necessary attachments. The registration number provided by UNGM should be given.

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

51. Please sign a self declaration stating that:

- (a) Your company is not involved in any fraudulent and corrupt activities and has not been in the past, and is not currently under any investigation for such activities which would render your company unsuitable for business dealing with UNHCR.
- (b) Your 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) Your 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) Your company is not currently removed, invalidated or suspended by the UN Headquarters or any of its field offices or any other UN agency Headquarters or any of their field offices.



UNHCR

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

ANEXO E

**UNHCR General Conditions of Contracts
for the Provision of Goods and Services**

GENERAL CONDITIONS OF CONTRACT

CONTRACTS FOR THE PROVISION OF SERVICES

1. **LEGAL STATUS OF THE PARTIES:** The United Nations Office of the High Commissioner for Refugees (“UNHCR”) and the Contractor shall also each be referred to as a “Party” hereunder, and:
 - 1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, UNHCR, as a subsidiary organ of the United Nations, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
 - 1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNHCR, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNHCR in connection with the performance of its obligations under the Contract. Should any authority external to UNHCR seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify UNHCR in writing and provide all reasonable assistance required by UNHCR. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNHCR, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNHCR.
3. **RESPONSIBILITY FOR EMPLOYEES:** The following provisions shall apply:
 - 3.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
 - 3.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNHCR, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
 - 3.3 At the option of and in the sole discretion of UNHCR:
 - 3.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNHCR prior to such personnel’s performing any obligations under the Contract;
 - 3.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNHCR prior to such personnel’s performing any obligations under the Contract; and,
 - 3.3.3 in cases in which, pursuant to Article 3.3.1 or 3.3.2, above, UNHCR has reviewed the qualifications of such Contractor’s personnel, UNHCR may reasonably refuse to accept any such personnel.
 - 3.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
 - 3.4.1 UNHCR may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.

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. **INDEMNIFICATION:**

7.1 The Contractor shall indemnify, defend, and hold and save harmless, UNHCR, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNHCR, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

- 7.1.1 allegations or claims that the possession of or use by UNHCR of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNHCR under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or,*
- 7.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

7.2 The indemnity set forth in Article 7.1.1, above, shall not apply to:

- 7.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNHCR directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*
- 7.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNHCR or another party acting under the direction of UNHCR made such changes.

7.3 In addition to the indemnity obligations set forth in this Article 7, the Contractor shall be obligated, at its sole expense, to defend UNHCR and its officials, agents and employees, pursuant to this Article 7, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

- 7.4 UNHCR shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNHCR or any matter relating thereto, which only UNHCR itself is authorized to assert and maintain. UNHCR shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.
- 7.5 In the event the use by UNHCR of any goods, property or services provided or licensed to UNHCR by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:
- 7.5.1 procure for UNHCR the unrestricted right to continue using such goods or services provided to UNHCR;
 - 7.5.2 replace or modify the goods or services provided to UNHCR, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,
 - 7.5.3 refund to UNHCR the full price paid by UNHCR for the right to have or use such goods, property or services, or part thereof.

8. INSURANCE AND LIABILITY:

- 8.1 The Contractor shall pay UNHCR promptly for all loss, destruction, or damage to the property of UNHCR caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.
- 8.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:
- 8.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
 - 8.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;
 - 8.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,
 - 8.2.4 such other insurance as may be agreed upon in writing between UNHCR and the Contractor.
- 8.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.
- 8.4 The Contractor acknowledges and agrees that UNHCR accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.
- 8.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNHCR, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

8.5.1 name UNHCR as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

8.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNHCR;

8.5.3 provide that UNHCR shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

8.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNHCR.

8.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

8.7 Except for any self-insurance program maintained by the Contractor and approved by UNHCR for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNHCR. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNHCR with evidence, in the form of certificate of insurance or such other form as UNHCR may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNHCR reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 8.5.3, above, the Contractor shall promptly notify UNHCR concerning any cancellation or material change of insurance coverage required under the Contract.

8.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

9. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the United Nations against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNHCR.

10. **EQUIPMENT FURNISHED BY UNHCR TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNHCR to the Contractor for the performance of any obligations under the Contract shall rest with UNHCR, and any such equipment shall be returned to UNHCR at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNHCR, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNHCR for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

11. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

11.1 Except as is otherwise expressly provided in writing in the Contract, UNHCR shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNHCR under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNHCR.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNHCR does not and shall not claim any ownership interest thereto, and the Contractor grants to UNHCR a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of UNHCR, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNHCR in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNHCR, shall be made available for use or inspection by UNHCR at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNHCR authorized officials on completion of work under the Contract.

12. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS OR OF UNHCR:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the United Nations or UNHCR, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations or of UNHCR, or any abbreviation of the name of the United Nations or of UNHCR in connection with its business or otherwise without the written permission of UNHCR..

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

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

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,

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

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

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

13.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:

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

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

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

13.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of UNHCR, the Contractor will give UNHCR sufficient prior notice of a request for the disclosure of Information in order to allow UNHCR to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 UNHCR may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

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

- 13.5 The Recipient shall not be precluded from disclosing Information that is (i) obtained by the Recipient without restriction from a third party who is not in breach of any obligation as to confidentiality to the owner of such Information or any other person, or (ii) disclosed by the Discloser to a third party without any obligation of confidentiality, or (iii) previously known by the Recipient, or (iv) at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

- 14.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- 14.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNHCR shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 15, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNHCR shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.
- 14.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNHCR is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

15. TERMINATION:

- 15.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 18 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.
- 15.2 UNHCR may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNHCR applicable to the performance of the Contract or the funding of UNHCR applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNHCR may terminate the Contract without having to provide any justification therefor.
- 15.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNHCR, the Contractor shall, except as may be directed by UNHCR in the notice of termination or otherwise in writing:
- 15.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

- 15.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
 - 15.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNHCR and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;
 - 15.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;
 - 15.3.5 transfer title and deliver to UNHCR the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;
 - 15.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNHCR thereunder;
 - 15.3.7 complete performance of the work not terminated; *and*,
 - 15.3.8 take any other action that may be necessary, or that UNHCR may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNHCR has or may be reasonably expected to acquire an interest.
- 15.4 In the event of any termination of the Contract, UNHCR shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNHCR shall not be liable to pay the Contractor except for those goods delivered and services provided to UNHCR in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNHCR or prior to the Contractor's tendering of notice of termination to UNHCR.
- 15.5 UNHCR may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
- 15.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
 - 15.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
 - 15.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
 - 15.5.4 a receiver is appointed on account of the insolvency of the Contractor;
 - 15.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,
 - 15.5.6 UNHCR reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.
- 15.6 Except as prohibited by law, the Contractor shall be bound to compensate UNHCR for all damages and costs, including, but not limited to, all costs incurred by UNHCR in any legal or non-legal proceedings, as a result of any of the events specified in Article 15.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNHCR of the occurrence of any of the events specified in Article 15.5, above, and shall provide UNHCR with any information pertinent thereto.
- 15.7 The provisions of this Article 15 are without prejudice to any other rights or remedies of UNHCR under the Contract or otherwise.
16. **NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

17. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNHCR shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNHCR shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

18. **SETTLEMENT OF DISPUTES:**

18.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.

18.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 18.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

19. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs or of UNHCR (as a subsidiary organ of the United Nations).

20. **TAX EXEMPTION:**

20.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including UNHCR as one of its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNHCR from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNHCR to determine a mutually acceptable procedure.

20.2 The Contractor authorizes UNHCR to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNHCR before the payment thereof and UNHCR has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNHCR with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNHCR shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNHCR and paid by the Contractor under written protest.

21. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNHCR, as such obligations are set forth in vendor registration procedures.

22. **MODIFICATIONS:**

22.1 The Director of the Division for Emergency and Supply Management, or such other contracting authority as UNHCR has made known to the Contractor in writing, possesses the authority to agree on behalf of UNHCR to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional

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

22.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 22.1, above.

22.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UNHCR nor in any way shall constitute an agreement by UNHCR thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 22.1, above.

23. AUDITS AND INVESTIGATIONS:

23.1 Each invoice paid by UNHCR shall be subject to a post-payment audit by auditors, whether internal or external, of UNHCR or by other authorized and qualified agents of UNHCR at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNHCR shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNHCR other than in accordance with the terms and conditions of the Contract.

23.2 The Contractor acknowledges and agrees that, from time to time, UNHCR may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract. The right of UNHCR to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNHCR access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNHCR hereunder.

24. LIMITATION ON ACTIONS:

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

24.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

25. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any), is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

26. **MINES:** The Contractor warrants and represents that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any), is engaged in the sale or manufacture of anti-personnel mines or components

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

27. SEXUAL EXPLOITATION:

27.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of these provisions shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

27.2 UNHCR shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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

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

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