



**UNHCR**

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

**DATE: 12/05/2016**

**INVITATION TO BID: No. UNHCR/ PS/2016/GOODS/ICT ITB/003**

**FOR THE ESTABLISHMENT  
OF A FRAME AGREEMENT FOR THE SUPPLY OF**

**TELECOMMUNICATION EQUIPMENT AND TOOLKITS**

**CLOSING DATE AND TIME: 26/06/2016 – 23:59 hrs CET**

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**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 six 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), Global Service Center, invites qualified suppliers and manufacturers to make a firm offer for the establishment of Frame Agreement(s) for the supply of Telecommunication Equipment (referred to hereinafter as goods) delivered to UNHCR Headquarters and Field Offices worldwide. UNHCR aims to obtain the world best price, high level of support and after sale services corresponding to the requirements for the goods and services which are being sought. UNHCR will award Frame Agreement(s) for two years with the possibility of an extension for a further one year period.

**IMPORTANT:**

The detailed list of the required Telecommunication equipment and the details of UNHCR delivery requirements can be found in **Annex A**.

UNHCR may award Frame Agreement(s) with initial duration of 2 (two) years, potentially extendable for a further period of 1 (one) year, for supplying its operations globally. Frame Agreements may be awarded for all 6 (six) item groups or per individual item group. The successful bidders will be requested to maintain their quoted price model for the duration of the Frame Agreement(s).

The estimated annual spending of UNHCR is USD 1,000,000.

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 the above quantity. Quantities may vary and will depend on the actual requirements and funds available regulated by issuance of individual Purchase Orders against the Frame Agreement.

Other United Nations Agencies, Funds and Programs 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 a Frame Agreement with other UN Agencies.

**IMPORTANT:**

When a Frame Agreement is awarded, either party can terminate the agreement only upon 90 days (3 months) notice, in writing to the other party.

The initiation of conciliation or arbitral proceedings in accordance with **article 19** "settlement of disputes" of the UNHCR General Conditions of Contracts for provision of Goods shall not be deemed to be a "cause" for or otherwise to be in itself a termination clause.

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

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

## **2. BIDDING INFORMATION:**

### **2.1. ITB DOCUMENTS**

The following annexes form integral part of this Invitation to Bid:

- Annex A: List of requested products and Technical Offer Form
- Annex B: Financial Offer Form
- Annex C: Terms of Reference
- Annex D: Vendor Registration Form
- Annex E: UNHCR General Conditions of Contracts for the Provision of Goods and Services – 2010
- Annex F: UN Supplier code of conduct
- Annex G: Frequently Asked Questions (FAQs)

### **2.2 ACKNOWLEDGMENT**

We would appreciate your informing us of the receipt of this ITB by return e-mail to [andrasi@unhcr.org](mailto:andrasi@unhcr.org) as to:

- Your confirmation of receipt of this invitation to bid
- Whether or not you will be submitting a bid
- The source where you have acquired this tender document (e.g. E-Mail , Chamber of Commerce, UNGM website, printed media etc.)

**IMPORTANT:**

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



## 2.3 REQUESTS FOR CLARIFICATION

Bidders are required to submit any request for clarification in respect of this ITB by e-mail to Gabor Andrasi, Snr. Supply Assistant both at [andrasi@unhcr.org](mailto:andrasi@unhcr.org) with a copy to Matyas Daroczi, Supply Associate at [daroczi@unhcr.org](mailto:daroczi@unhcr.org) and at [HQQuery@unhcr.org](mailto:HQQuery@unhcr.org).  
**The deadline for receipt of questions is 23:59 hrs CET on 05/06/2016**

**IMPORTANT:**

Please note that Bid Submissions are **not** to be sent to the e-mail addresses above. Failure to comply with this provision may result in disqualification.

UNHCR will reply to the questions received as soon as possible and ulteriorly they will be compiled and published on the UNHCR and UNGM websites.

## 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 be not taken into consideration.

**IMPORTANT:**

Your offer should contain all information required. The offer should contain the Technical Offer (**Annex A**) as a separate document and the Financial Offer (**Annex B**) in **EXCEL** and **PDF** format. Failure to comply may risk disqualification.

**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 and only to the address provided in the "Submission of Bid" section 2.6) of this ITB.

Your offer shall comprise the following two separate 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 details of the products requested by UNHCR can be found in **Annex A**.

**IMPORTANT:**

Bids per item group will be valid if it includes 75 % if the requested items and the offered items are technically complying with requirements set forth in **Annex A**.

The Terms of Reference (TOR) or the goods and services requested by UNHCR can be found in **Annex C**. Your Technical Offer should be concisely presented and structured in the following order to include, but not necessarily be limited to the following information:

## Technical Offer Form (Annex A) completed.

Your technical offer should clearly state whether or not the goods you are offering are fully conforming to the product specifications given. Clearly state and disclose any discrepancies with the specifications given.

**Substitute Products:** If you have an alternative product(s) - where it is accepted in **Annex A** - that fulfill the same function or offer better performance in terms of quality, cost-effectiveness, environmental impact, etc., we would like to ask you to include them in your offer.

Please note:

- where specific branded items are requested no other brands will be taken in to consideration
- offered items which are not included in the aforementioned list will not be taken into consideration
- unnecessarily elaborate brochures and other presentations beyond what is sufficient to present a complete / effective proposal to this ITB is not encouraged

The following details shall also be provided in the Technical Offer.

**Company presentation:** Bidders shall provide a brief history of the company describing its activities, highlighting the factors that qualify your products and services for use in connection with UNHCR operations.

- A brief description of your company with the following documents: company profile, registration certificate and last audit reports;
- Year founded;
- If multi location company, specify headquarters location;
- Number of similar and successfully completed projects;
- Number of similar projects currently underway
- Total number of clients

**Company representation:** The Technical Offer should include information if the bidder has representative offices outside the bidder's home country. The Bidder shall list the countries in which the company has representation and/or partner companies. Bidders shall specify if their representative offices can undertake local deliveries in the specific country and/or in the region to reduce delivery lead-time and transport cost.

**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**)

**Packing and container utilization details:** The technical offer shall clearly indicate the packing and transport options (e.g. weight, volume, etc.) in compliance with the packing and transport requirements part of **Annex C** to this ITB. (These are minimum packaging requirements, however suppliers are encouraged to propose alternative options for better container utilization).

**Delivery Time:** The bidder shall state the EXW delivery lead-time: from receipt of order until the goods are ready for shipment.

**Delivery Capacity:** Your technical offer should clearly state whether or not the bidder is able to ship the product worldwide.



**Storage Capacity:** The bidders should indicate in their offer the quantity they can maintain at their premises at no extra cost and without prior commitment from UNHCR, which can be used for rapid deployment to UNHCR emergency operations worldwide.

**Shelf life and usable lifespan:** The bidder shall clearly state the recommended shelf life of the product, as well as the usable lifespan, i.e. the recommended usage period.

**Country of Origin of the Supplier and place of Manufacture:**

The technical offer shall state the country in which the supplier is registered as well as the country and place of manufacture of the products.

**Warranty:** The bid shall include defects and liability period with terms of warranty.

**Certificate:** If available, the bidder shall submit a copy of internationally recognized quality certificate of the manufacturing company together with a copy of quality certificate for the finished product.

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

**UN Supplier Code of Conduct:** Your technical offer should contain your acknowledgement of the UN Supplier Code of Conduct by signing **Annex E**.

**IMPORTANT:**

If you have substitute product to offer, please clearly indicate the advantages over the standard items (**Annex A**). Do not send only an offer for an alternative product. Do not send any samples of the products at this stage.

**IMPORTANT:**

The bidder shall be requested to send a sample model (any of the items) to UNHCR free of charge for testing purposes.

SAMPLES should be sent to the following address:

16, Chemin de la voie Creuse

1202, Geneva Switzerland

Attention to: Thierry Ciclet

+41227397625

Samples MUST arrive at destination within 2 weeks upon request.

After evaluation, all bidders will be able to collect their submitted samples.

#### **2.4.2 Content of the FINANCIAL OFFER**

Your separate **Financial offer** must contain an overall offer in a single currency, either in US Dollars, Euros or in the currency of your company's country.

The following details shall be provided for each item:

**Unit costs:** Bidder shall quote the unit price EXW Bidder's warehouse naming the location respectively for the requested products and strictly in accordance with the format provided in **Annex B**, showing the currency of the offered price. Any quantity or other discounts (e.g. volume discounts) shall be clearly indicated].

**IMPORTANT:**

Prices offered for each Telecommunication Equipment shall be maintained throughout the whole validity of the Frame agreement(s). However, in case a manufacturer's price is reduced due to an upcoming production-cut or discontinuation, the contractor(s) shall pass-on this price decrease to UNHCR without delay for all subsequent POs.

In addition, if at any time during the term of the Frame Agreement(s) an item listed in Annex A is replaced or modified by new model and/or better technology, the contractor shall notify UNHCR of this development no less than 3 months in advance. At the same time the contractor shall offer to UNHCR the corresponding upgraded item model at the same or lower price and share with UNHCR the full specifications and documentations on the new item model. Upon request a sample model shall be sent to UNHCR free of charge for testing purposes.

Subject to UNHCR's approval, the obsolete items will be removed from the list and replaced by the new ones.

If - during the contract period - UNHCR has a requirement for telecommunication equipment not listed in Annex A, the awarded contractor(s) will be asked in writing to submit an offer to supply the item(s) in question. The cheapest compliant offer received will be selected for the purchase. Afterwards, the item will be automatically added to the list of products (Annex A) at the price offered by the contractor(s) in case of future needs.

The initial financial offer for each item must be considered as a ceiling. However, in order to keep up with a fast pace ever changing market and boost competition, UNHCR every six (6) months, at its sole discretion, may ask the selected contractor(s) to review the prices offered in **Annex B** for each item. Under no circumstances shall the revision lead to an increase of the prices offered in the original tender. The revised prices will be applicable for the next six (6) months and, in any case, until a new price revision exercise takes place.

If, in the framework of a price revision exercise, a contractor does not return to UNHCR the **Annex B** duly revised, prices offered in the last revision, if any, or in the original tender will be applicable. From a price revision to another, prices per item may even increase provided that the new prices for each item are within the ceiling offered in the original tender.

**Incoterms:** The International Chamber of Commerce Incoterms 2010 shall apply for this ITB and for any resulting purchase orders(s).

UNHCR is exempt from all direct taxes and customs duties. With this regards, price has to be given without VAT.

You are requested to hold your offer valid for 180 days from the deadline for submission. UNHCR will make its best effort to select a company within this period.

UNHCR's standard payment terms are within 30 days after satisfactory implementation and receipt of 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 Supplier Registration:**

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

- Years in business,
- Financial standing,
- Core business,
- Track record,
- Contract capacity.

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

- Random / periodic testing of the supplier's products,
- Ability to respond quickly to Agency's needs,
- Timely delivery,
- Dependability of products and services.

### **2.5.2 Technical and Financial evaluation:**

All bids from vendors will be evaluated based on:

- Compliance with the established UNHCR specifications (Annex A),
- Compliance with the established UNHCR Technical requirements (TOR, Annex C),
- Unit cost EXW (named place), (Annex B)

For evaluation purposes only, the offers submitted in currency other than US Dollars will be converted into US Dollars using the United Nations rate of exchange in effect on the date the submissions are due.

**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, labour, environment and anti-corruption. We encourage our suppliers to sign up with the UN Global Compact Initiative.

## **2.6 SUBMISSION OF BID: Deadline: 26/06/2016, 23:59 hrs CET.**

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

Bids should be submitted by e-mail and all attachments should be in PDF format, Annex A and Annex B are to be attached in Excel format as well.

**Bid must be sent by e-mail ONLY to: [HQSMSBID@unhcr.org](mailto:HQSMSBID@unhcr.org)**

You should receive an automatic response confirming that your e-mail has been well received. Please pay attention that in case you do not receive an automatic confirmation that means your e-mail has not been received by UNHCR.

### **IMPORTANT:**

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

**IMPORTANT:**

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

It is your responsibility to verify that all e-mails have been received properly before the deadline. Please be aware of the fact that the e-mail policy employed by UNHCR limits the size of attachments to a maximum of **5 Mb** so it may be necessary to send more than one e-mail for the whole submission.

Please indicate in e-mail subject field:

- Bid UNHCR/ PS/2016/GOODS/ICT ITB/003
- Name of your firm with the title of the attachment
- Number of e-mails that are sent (example: 1/3, 2/3, 3/4).

UNHCR will not be responsible for locating or securing any information that is not identified in the bid. Accordingly, to ensure that sufficient 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.

**IMPORTANT:**

The Financial offer 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.

**2.7 BID ACCEPTANCE:**

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

UNHCR reserves the right to split an award among Bidders in any combination and/or make a partial award for the elements covered in this ITB, as it may deem necessary based on the result of the evaluation of bids received.

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

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

Please note that UNHCR is not bound to select any of the 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.

**2.8 CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS**

Any Purchase Order (PO) issued as a result of this ITB will be made in the currency of the winning offer(s). Payment will be made in accordance to the General Conditions for the Purchase of Goods and in the currency in which the PO is issued. Payments shall only be initiated after confirmation of successful completion by UNHCR business owner.



**2.9 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.



Roger Llevat,  
Supply Officer, Procurement HQ Section  
Procurement Service  
UNHCR GSC Budapest

















## Annex B

Item No.	UNHCR Standard Description	Short Product Description / Manufacturer	Currency	Unit Price EXW Bidders Warehouse (Named Place)	Discounts	Comments
1	ACC, 6 CELLS DUPLEXER	Procom DPF 2/6 6-Cavity Duplexer For The 160 Mhz Band. Please Specify Tx And Rx When Ordering				
2	ACC, AMALGAMATING TAPE	Scotch 23 Tape - Premium Grade Self Bonding Rubber Or Equivalent				
3	ACC, ANCHORS WALL M12	Pigtail Wall Anchor Bolt With M12 Metallic Rawl Plug				
4	ACC, BATTERY CLAMPS SET POS/NEG	Set Of Bosch Automotive Positive And Negative Poles Brass Made Car Auto Battery Terminals With Top Screw For Cable Fitting				
5	ACC, CABLE SHOES A2	Uninsulated Tube Terminals For Cable A3 - Bag Of 100 (A3 Cable Shoes)				
6	ACC, CABLE SHOES A3	Uninsulated Tube Terminals For Cable A2 - Bag Of 100 (A2 Cable Shoes)				
7	ACC, CON BNC CRIMP	Radiall BNC Male 50 Ohms Straight Plug Full Crimp For Rg 58/Cu				
8	ACC, M10 RAWL PLUG WITH M10 BOLT	Acc M10 Rawl Plug With M10 Bolt				
9	ACC, NYLON, ROPE 12MM	12 Plait Uv Resistant High Tenacity Pre-Stretched 12 mm Rope Roll Of 100M Color White.				
10	ACC, NYLON, ROPE 5MM	8 Plait Uv Resistant High Tenacity Pre-Stretched 5Mm Rope Roll Of 100M Color White.				
11	ACC, TYWRAPS LONG	Black UV Resistant Nylon Cable Tie 30 Cm Long (100Pcs)				
12	ACC, TYWRAPS MEDIUM	Black UV Resistant Nylon Cable Tie 20 Cm Long.				
13	ACC, TYWRAPS SMALL	Black UV Resistant Nylon Cable Tie 10 Cm Long				
14	ACC, VHF-2 WAYS POWER DIVIDER	Procom Mmu2/160 Coupling Harness For VHF 2 Ways Power Divider, Freq Range 148-174 MHz N Connector Power 50W				
15	ADA, FLEXI BNC MALE-N FEM	Accessory Cable RG58 Coaxial Cable 50 Cm Fitted With 50 Ohms H&S BNC Male And N Female Connectors				
16	ADA, COAX BNC FEM / BNC FEM	Radiall 50 Ohms Adapter BNC Female Bnc Female (R141 704 000)				
17	ADA, COAX BNC FEM / N FEM	Radiall 50 Ohms Adapter BNC Female N Male				
18	ADA, COAX BNC MALE / BNC MALE	Radiall 50 Ohms In Series Adapter BNC Male BNC Male (R141 703 000)				
19	ADA, COAX BNC MALE / N FEM	Radiall 50 Ohms Adapter BNC Male N Female (R191 419 000)				
20	ADA, COAX BNC MALE / N MALE	Radiall 50 Ohms Adapter BNC Male N Male (R191 417 000)				
21	ADA, COAX N MALE / BNC FEM	Radiall 50 Ohms Adapter N Male BNC Female (R191 421 000)				
22	ADA, COAX N MALE / N MALE	Radiall 50 Ohms Adapter N Male N Male (R161 703 000)				
23	ADA, COAX N MALE / UHF FEM	Radiall 50 Ohms Adapter N Male UHF Female (UG146/U R191 731 000)				
24	ADA, COAX PL FEM / BNC FEM	Radiall 50 Ohms Adapter UHF Female BNC Female				
25	ADA, COAX PL FEM / BNC MALE	Radiall 50 Ohms Adapter UHF Female BNC Male (UG 225 - R191 445)				
26	ADA, COAX PL FEM / PL FEM	Radiall 50 Ohms Adapter UHF Female UHF Female (PI258 - R155 705)				
27	ADA, COAX PL MALE / BNC FEM	Radiall 50 Ohms Adapter Uhf Male BNC Female				
28	ADA, COAX PL MALE / BNC MALE	Radiall 50 Ohms Adapter UHF Male BNC Male				
29	ADA, COAX PL MALE / N FEM	Radiall 50 Ohms Adapter N Female UHF Male (R191 733 000)				
30	CAB, COAX ,RG58 100M	Coaxial Cable RG58 100M Roll				
31	CAB, COAX, RG213 100M	Coaxial Cable RG-213 100M Roll				

32	CAB, COAX, RG213 50M	Coaxial Cable RG-213 50M Roll				
33	CAB, LMR-400, 100M	Coaxial Cable LMR-400 100M Roll				
34	CON, COAX ,RG213 TY-N MAL	Radiall N Male 50 Ohms Straight Plug Clamp Type 50 Ohms For RG-213 Cable				
35	CON, COAX N,MALE RG58	Radiall N Male 50 Ohms Straight Plug Clamp Type For RG58C/U				
36	CON, COAX UHF,MALE RG58	Radiall Uhf Male 50 Ohms Straight Plug Clamp Type For RG58C/U				
37	CON, COAX, LMR-400 TY-UHF MAL	UHF Male 50 Ohms Straight Plug Clamp Type 50 Ohms For LMR-400 Cable				
38	CON, COAX, LMR-400 TY-N MAL	N Male 50 Ohms Straight Plug Clamp Type 50 Ohms For LMR-400 Cable				
39	CON, COAX, RG213 TY-UHF MAL	Radiall UHF Male 50 Ohms Straight Plug Clamp Type 50 Ohms For RG-213 Cable				
40	CON, N-MALE RG58 -CRIMP	Radiall N Male 50 Ohms Straight Plugs Full Crimp For RG58C/U				
41	MAST, 10M TELESCOPIC	Telescopic Mast 10M Aluminium With 2 Wall Brackets, 4 Rawplugs M10 With Bolt,				
42	TEL, RJ45 CON SOLID CAB	Bag Of 100 Polycarbonate Cat 6a Amp 8/8 Way RJ45 Data Plug Unshilded				
43	TEL, RJ45 SURFACE BLOCK	Cat 6a RJ45 8 Poles Punch In Cable Surface Mount Box With Double Sided Foarm Tape White Or Ivory				
44	SMARTPHONE, APPLE IPHONE 5, 64GB	Apple iPhone 5, 64 GB, black, SIM free, Swiss plug/World adapter, carrying case				
45	SMARTPHONE, SAMSUNG GALAXY S5, 64GB	Samsung Galaxy S5, 64 GB, SIM free, Swiss plug/World adapter, carrying case				
46	Coaxial RF termination WL-75 75 W 0-2500 MHz	Telewave				
47	Pair of leather work gloves CORDEX PLUS XL (K53 XLT)	Petzl				
48	Vertex ST A12 helmet coulour white	Petzl				
49	Grillon Hook 2M L52H 002	Petzl				
50	Energy absorber with double lanyard & 80mm Hooks ABSORBICA-Y MGO 80	Petzl				
51	Rope Axis with sewn termination 11mm x 30 Meter rope R74YT 030	Petzl				
52	Progress capture pulley MINI TRAXION	Petzl				
53	Aluminum Symmetrical locking carabiner OK M33 SL	Petzl				
54	Medium capacity transport pack Classique 22L	Petzl				
55	High strength, high efficiency pulley RESCUE P50A - P50AN	Petzl				
56	Webbinh loop ANNEAU (C40 150): 150 cm	Petzl				
57	Webbinh loop ANNEAU (C40 60): 60 cm	Petzl				
58	Tool Case "Electric" 20 parts Ref 00 21 20	Knipex				

59	Fluke-179/IMSK Industrial Multimeter Service Kit including Fluke-179 True RMS Multimeter with temperature frequency, capacitance and Fluke-322 AC 400A Current Clamp, 80BK-A thermocouple TL75 probes kit and AC72 Alligator Clips	Fluke				
60	Fluke Laser Distance meter, Model414D	Fluke				
61	Fluke Networks LRAT-2000 LinkRunner AT 2000 Network Auto-Tester					
62	Fluke Networks MS2-KIT MicroScanner2 VDV Cable Verifier Pro Kit	Fluke				
63	CableIQ Gigabit Service	Includes: CableIQ Qualification Tester, LinkRunner Pro Network Multimeter, IntelliTone Pro 200 Probe, CableIQ Remote Identifiers #1-7, WireView Cable ID #1, CableIQ Reporter software CD, RJ45-RJ45 shielded patch cords (2), USB cable, coax "F" push-on cable, RJ45/RJ11 universal coupler, USB cable, test accessory soft pouch, CableIQ Getting Started Guide, LinkRunner Pro Getting Started Guide, IntelliTone Pro Getting Started Guide, eight (8) AA batteries, one 9V battery, packaged in a deluxe Fluke Networks carry case				

Item No.	UNHCR Standard Description	Short Product Description	Currency	Unit Price EXW Bidders Warehouse (Named Place)	Discounts	Comments
64	Sat. phone, Thuraya, XT-PRO	Satellite phone				
65	Sat. phone, Inmarsat, IsatPhone 2	Inmarsat Satellite phone				
66	Sat. phone, Iridium, 9555	Satellite phone				
67	Sat. phone, Iridium, 9575	Satellite phone				
68	Sat. phone, Iridium, Extreme Dock - Deluxe	Satellite phone				
69	Sat. terminal, Thuraya, Thuraya IP+	Satellite phone				
70	Sat. terminal, Thuraya, Thuraya IP Voyager	Satellite phone				
71	Sat. terminal, COBHAM, Explorer 510	Satellite phone				
72	Sat. terminal, COBHAM, Explorer 710	Satellite phone				
73	Inmarsat IsatPhone PRO	Inmarsat IsatPhone PRO				
74	Iridium 9575 Satellite Phone	Iridium 9575 Satellite Phone				
75	Thuraya SatSleeve	Thuraya satellite adaptor for iPhone				
76	Thuraya XT-PRO, Car Charger	Car Charger for Thuraya XT				
77	Thuraya XT-PRO, Carrying Bags	Carrying bag for Thuraya XT				
78	Thuraya XT-PRO, Data Cable	USB Cable for the Thuraya XT				
79	Thuraya XT-PRO, FDU - XT-PRO	Thuraya Fixed Docking Unit				
80	Thuraya XT-PRO, Standard Battery Pack	Spare battery for Thuraya XT				



81	Thuraya XT-PRO, Travel Charger	Travel Charger for Thuraya XT				
82	SOLAR CHARGER FOR MOBILE PHONES	Charger				
83	Linksys WRT1900AC	<ul style="list-style-type: none"> <li>• Model: Linksys WRT1900AC</li> <li>• Technology: Wireless-AC</li> <li>• Standards: 802.11a, 802.11b, 802.11g, 802.11n, 802.11ac</li> <li>• Frequency: Dual</li> <li>• Bands: Simultaneous: 2.4 GHz (Wireless-N), 5.0 GHz (Wireless-AC)</li> <li>• Security: WEP 64/128-bit, WPA2-Personal &amp; Enterprise (AES/TKIP), WPS</li> <li>• Antennas: 4x External Detachable Antennas</li> <li>• Antenna Gain (peak): 2.4GHz: 2.5dBi 5GHz: 3.8dBi</li> <li>• Antenna Type: Dipole</li> <li>• Output Power: 2.4GHz: 19dBm</li> <li>• 5GHz: 21dBm</li> <li>• Warranty: 2 year hardware limited warranty</li> <li>• OS Compatibility: Windows, Mac</li> </ul>				
84	Peli ProGear™ U140 Urban Elite Tablet Backpack	<ul style="list-style-type: none"> <li>• Case Interior Dimensions: 26.7 x 19 x 4.3 cm (10.50" x 7.50" x 1.68")</li> <li>• Backpack Exterior Dimensions: 49.5 x 34.5 x 29.2 cm (19.50" x 13.60" x 11.50")</li> <li>• Built-in watertight &amp; crushproof case</li> <li>• Fits Apple iPad, tablets, and netbooks</li> <li>• TSA fast- top-loader tablet access</li> <li>• Tested - 1 m (3 ft) underwater/30 minutes*</li> <li>• Easy open push button latch</li> <li>• Pressure EQ valve prevents vacuum lock</li> <li>• Extra Impact protected front compartment</li> <li>• 18 Liter durable ballistic nylon pack</li> <li>• Padded lumbar storage cavity</li> <li>• Concealed water bottle pocket</li> <li>• Ergonomic S-curve comfort back</li> </ul>				
85	Corsair 32GB Voyager GS USB3.0	<ul style="list-style-type: none"> <li>• Fully ruggedized, waterproof</li> <li>• USB 3.0 Plug-n-Play compatible</li> </ul>				

86	NB2700 Mobile & WLAN Router	<p>LTE/UMTS/GSM Router with WLAN Access Point and optional GPS Receiver, VoIP-GSM Gateway and Mobile IP</p> <ul style="list-style-type: none"> <li>• Mobile Interface Multimode LTE, UMTS and GSM module</li> </ul> <p>LTE/4G FDD Bands: B1(2100), B2(1900), B3(1800), B5(850), B7(2600), B8(900), B20(800)  DC-HSPA+/UMTS/3G: B5(850), B8(900), B2(1900), B1(2100)  GSM/2G: B5(850), B9(900), B3(1800), B2(1900)  Data rates: LTE max. 100 Mbps downlink / 50 Mbps uplink (DC-HSPA+ 42/5.76)  Antenna connector: 2x SMA female</p> <ul style="list-style-type: none"> <li>• WLAN / Wi-Fi IEEE 802.11abgn up to 300 Mbps 2.4/5GHz MIMO Access Point or Client</li> </ul> <p>Max users in access point mode: WPA: 54, WPA2: 110  Antenna connector: SMA female, supporting one or two antennas</p> <ul style="list-style-type: none"> <li>• Ethernet Switch 5 port Ethernet switch, 10/100 Mbps, auto MDX - Connector type: RJ45</li> <li>• GPS Receiver GPS receiver with NMEA 0183 data stream, tracking sensitivity -154 dBm (typical)</li> </ul> <p>Antenna connector: SMA female, support for active and passive antennas</p> <ul style="list-style-type: none"> <li>• Digital I/O 2 digital inputs, level 0 (not set): 0-4.0 VDC level 1 (set): 7.2-40 VDC</li> </ul> <p>2 digital outputs, 0-60 VDC/1A, maximum switching capacity: 60 W  Connector: 8 pins of the 13-pin terminal block</p> <ul style="list-style-type: none"> <li>• Serial Interface Protocol: RS232 3-wire - Connector type: 3 pins of the 13-pin terminal block</li> </ul>				
87	Pocket/Pico Projector	<ul style="list-style-type: none"> <li>• DLP</li> <li>• Min res: 854 x 480</li> <li>• Image size ~ 60"</li> <li>• Min Lumens: 80 ANSI</li> <li>• Max weight: 500 grams</li> <li>• USB 3.0 Plug-n-Play compatible</li> </ul>				

Item No	UNHCR Standard Description	Short Product Description	Currency	Unit Price EXW Bidders Warehouse (Named Place)	Discounts	Comments
88	ACC, CONTROL BOX FOR 200W SOLAR	NAPS NCC 77 Controller box for Naps Universal Power Pack				
89	ACC, CAB JUMPER 25SQMM	BATTERY JUMPER CABLE 25 SQ/MM 0.5m LONG COMPLETE WITH LUGS FOR SONNEN.DRYFIT BATTERY				
90	ACC, DC CIGARETTE LIGHTER PLUG	Auto adapter for cigarette lighter, 6-24V Siemens MC1213116 or equivalent				
91	ENE, PORTABLE SOLAR PANEL	Flexcell Sunpack Ion+ flexible solar panel with accessory bag and set of adapters for mobile phones / satphones				
92	ENE, 24/12V DC CONVERTER	DC/DC Converter 24/12V Alfatronix PV12i-RU				

93	ENE, ALFA MT3100	Alfatronix AD MT 3100 Auto-Select, 85-135 Vac and 170-265 Vac, 47-440 Hz Dsktop power supply with battery backup connection for standalone base station				
94	ENE, ALFA MT3100	Alfatronix AD 115/230-12 240 12V 20 A Power supply Input Auto-Select, 85-135Vac and 170-265Vac, 47-440Hz				
95	ENE, BAT 100AH 12V	Sonnenschein dryfit valve regulated lead-acid 12V 100 AH Battery (No Equivalent Accepted)				
96	ENE, BAT 200AH 12V	Sonnenschein dryfit 12V 200 AH valve regulated lead-acid Battery (No Equivalent Accepted)				
97	ENE, CHAR 17A 12V VICTRON	Victron Blue Power Battery Charger Waterproof 200v-265v IP65 (No Equivalent Accepted) output 12v/17A				
98	ENE, CHAR 17A 12V VICTRON	Victron Blue Power Battery Charger Waterproof 200v-265v IP65				
99	ENE, CHAR 30A 12V VICTRON	Victron Phoenix Battery Charger 90v-265v output 12v/30A (No Equivalent Accepted)				
100	ENE, CHAR 50A 48V VICTRON	Victron Skylla Battery Charger 185v-265v output 48v/50A. (No Equivalent Accepted)				
101	ENE, INV 48V 2KVA TC20/48	Pure Sinewave inverter 2KVA 48V (SI 2348 Studer Innotec or equivalent)				
102	ENE, ISOL TRANSF VICTRON 1800W	Victron Energy Isolation Transformers 2000VA 115.230V 50.60 Hz				
103	ENE, SOLAR 260W	NAPS Universal Power Pack 12V 260W Equivalent Accepted				

Item No.	UNHCR Standard Description	Short Product Description	Currency	Unit Price EXW Bidders Warehouse (Named Place)	Discounts	Comments
104	ANT, SURGE PROT. N/N	Coaxial Lightning arrestor Waterproof 50 Ohms 200W continuous connectors N female N male (CITEL2CP Surge protection preferred)				
105	ANT, HF BAS, HFKIT 3-30	HF Broadband Dipole Antenna KIT, Including Teleopic Mast 10M Aluminium, roll of rope 5 mm, 2 Wall Brackets, 4 Rawplugs M10 with Bolt, Frequency range: 2-3MHz				
106	ANT, VHF 4PH 6dB 150-160	Kenbotong omnidirectional:8.8db Directional:11.8db 150MHz Four Folded Dipoles Antenna TQJ-150I Connector N Female Band 150-160				
107	ANT, VHF 4PH 6dB 155-165	Kenbotong omnidirectional:8.8db Directional:11.8db 150MHz Four Folded Dipoles Antenna TQJ-150I Connector N Female Band 155-165				
108	ANT, VHF 4PH 6dB 160-170	Kenbotong omnidirectional:8.8db Directional:11.8db 150MHz Four Folded Dipoles Antenna TQJ-150I Connector N Female Band 160-170				
109	ANT, VHF 4PH 6dB 165-175	Kenbotong omnidirectional:8.8db Directional:11.8db 150MHz Four Folded Dipoles Antenna TQJ-150I Connector N Female Band 165-175				
110	ANT, VHF MOB 0dB 143-174 STE	Kathrein VHF High band quarter wave antennna with spring with 5 M cable RG58PE bore hole mounting 24mm Type K50 53 4 / No equivalent				



111	ANT, VHF MOB 2dB 143-174 FIB	Kathrein VHF High band 5/8 wave antennna with spring with 5 M cable RG58PE bore hole mounting 24mm Type K50 51 2 / No equivalent				
112	ANT, VHF OMN 0dB 144-162	RFS Cellwave RFS BA1012-1 Omnidirectional antenna 2,1db N female Connector 144Mhz-162Mhz				
113	ANT, VHF OMN 0dB 154-174	RFS Cellwave RFS BA1012-2 Omnidirectional Fiberglass Antenna, 154-174, 2.1dBi, N Female				
114	ANT, VHF OMN 3dB 155-163	RFS Celwave BA1312-2 Omnidirectional Fiberglass Antenna, 156-163, 5.1dBi, N Female				
115	ANT, VHF OMN 3dB 163-171	RFS Celwave BA1312-3 Omnidirectional Fiberglass Antenna, 163-171, 5.1dBi, N Female				
116	ANT, VHF YAG 10dB 145-165	PROCOM R 2-10/h 8 Elements Yagi 10dBd for 155-175 Mhz band				
117	ANT, VHF YAG 8dB 155-175	PROCOM R 2-8/h 6 Elements Yagi 8 dBd for 155-175 Mhz band				
118	ANT,VHF MOB MAGNETIC	K51172 Kathrein magnet antenna VHF incl. 4m cable PL Male / BNC Male				
119	ANT, HF RFS KUM601	RFS Celwave 6m HF SSB fiberglass whip "marine". With deck-mount kit N286F / N200F.				
120	ANT, VHF GROUND PLANE 1/4	KATHREIN 711 530 omnidirectional groundplane antenna 146–174 MHz band.				
121	ANT, VHF OMNI Procom 3dB	Procom 3DB VHF CXL 2-3LW 3dBd Base Station, Please specify model depending on band, CXL 2-3LW/I 146 - 154 MHz, CXL 2-3LW/Im 153 - 162 MHz, CXL 2-3LW/hm 158 - 167 MHz, CXL 2-3LW/h 166 - 175 MHz				
122	ANT, VHF OMNI Procom 5 dBd	PROCOM CXL 2-5HD 5 dBd Base station antenna 6.6 m. All metal parts of antenna DC-grounded.				
123	ANT, BARRETT 910	BARRETT 910 antenna for mobile installation including steel whip, remote cable coaxial cable and mounting accessories.				
124	ROHN 120 FEET TOWER KIT (36m)	Self-supporting/guyed tower kit for telecommunication antennas, ROHN or equivalent, 100-120 feet height				
125	ROHN 80 FEET TOWER KIT (24m)	Self-supporting/guyed tower kit for telecommunication antennas, ROHN or equivalent, 70-90 feet height				

Item No.	UNHCR Standard Description	Short Product Description	Currency	Unit Price EXW Bidders Warehouse (Named Place)	Discounts	Comments
126	AMO-2G13 (2.4GHz 13dBi)	Omni antenna (AirMAX) 2.4GHz, 13dBi for Rocket M2				
127	AMO-5G13 (5GHz 13dBi)	Omni antenna (AirMAX) 5GHz, 13dBi for Rocket M5				
128	AM-V2G-Ti	2.4GHz 2x2 MIMO PtMP Basestation Sector Antenna, Dual-Pol 60-120 Degree, 15-17 dBi for RM2-Ti.				
129	AM-V5G-Ti	5GHz 2x2 MIMO PtMP Basestation Sector Antenna, Dual-Pol 60-120 Degree, 19-21 dBi for RM5-Ti				

130	PBE-5AC-500	Description: powerbeam AC model:PBE-5AC-500 band:5GHz CPU:720MHZ memory/flash:128/8 Interface: 1000mbps power consum: 8.5watt gain: 27dbi max distance:25+ km throughput: 450+ mbps modes: Bridge				
131	RocketM2 Titanium (RM2-Ti)	PtP, PtMP MW bridge, 2.4GHz, 150+ Mbps real TCP/IP throughput, 50+km, wide range of antenna selection.Its Gigabit Ethernet connection delivers high throughput, and its aircraft-grade aluminum casing improves performance in harsh RF environments and extreme weather conditions.				
132	RocketM5 Titanium (RM5-Ti)	PtP, PtMP MW bridge, 5GHz, 150+ Mbps real TCP/IP throughput, 50+km, wide range of antenna selection. P/N RM5-Ti. PtP, PtMP MW bridge, 2.4GHz, 150+ Mbps real TCP/IP throughput, 50+km, wide range of antenna selection.Its Gigabit Ethernet connection delivers high throughput, and its aircraft-grade aluminum casing improves performance in harsh RF environments and extreme weather conditions.				
133	TOUGHCable TC-Carrier	Ubiquiti TOUGHCable Carrier Category 5e Cable, Outdoor Shielded, Gray. Increase Performance, Extreme Weatherproof, Eliminate ESD Attacks,				
134	TOUGHCable TC-Con-100	Ubiquiti TOUGHCable Connectors, 1 Box of 100 PCs, Category 5 RJ-45 Plug, Shielded				
135	TS-8-PRO	Capable of powering up to eight 24V or 48V devices with software selectable output voltage control. It is the ideal PoE solution for use with Ubiquiti airMAX base station deployments.				

## Kits descriptions

All electrical equipment will be provided with AC supply 220v Euro Schuko.  
 All appliances manuals supplied shall be in English language.  
 Whenever a software or driver will be required to operate the unit, it will be provided on a CD/DVD/flash drive format in the kit.  
 In the event of equipment operating on batteries, the kit should contain all the batteries needed plus a spare in order to ensure immediate operation.  
 Packaging details: see TOR Annex C

Qty	Item Designation	Reference	Manufacturer	Currency	Unit Price EXW Bidders Warehouse (Named Place)	Discounts	Comments
<b>1. Radio Antennas Test Kit:</b>	1	MiniRadioSolutions miniVNA PRO with calibration connectors and 2 x SMA N adapters			miniRadioSolutions		
	1	Low Frequency Broadband Wattmeter with -40 dB sample port 2-200 MHz N Connectors and Carrying case			Telewave		
	1	40 pcs Coax Adapter Set Premium quality adapters feature gold plated center pins, Teflon insulators and gold plating overall for low loss conductivity. Adapts N,			L-com		
	2	50 Ohms flexible 1 m low loss coaxial cable with N Male both sides Preferably Procom 1 m FME XLL with 2 FME N Connectors mounted			Procom		
	1	Coaxial RF termination WL-75 75 W 0-2500 MHz			Telewave		

Qty	Item Designation	Reference	Manufacturer	Currency	Unit Price EXW Bidders Warehouse (Named Place)	Discounts	Comments
<b>2. Antenna Installation personal protective equipment Kit:</b>	1	Vertex ST A12 helmet colour white			Petzl		
	1	Navaho Bod C71CF0			Petzl		
	1	Grillon Hook 2M L52H 002			Petzl		
	1	Energy absorber with double lanyard & 80mm Hooks ABSORBICA-Y MGO 80			Petzl		
	1	Rope Axis with sewn termination 11mm x 30 Meter rope R74YT 030			Petzl		
	1	Progress capture pulley MINI TRAXION			Petzl		
	6	Aluminum Symmetrical locking carabiner OK M33 SL			Petzl		
	1	Medium capacity transport pack Classique 22L			Petzl		
	1	High strength, high efficiency pulley RESCUE P50A - P50AN			Petzl		
	3	Webbinh loop ANNEAU (C40 150): 150 cm			Petzl		
	2	Webbinh loop ANNEAU (C40 60): 60 cm			Petzl		
1	Pair of leather work gloves CORDEX PLUS XL (K53 XLT)			Petzl			

Qty	Item Designation	Reference	Manufacturer	Currency	Unit Price EXW Bidders Warehouse (Named Place)	Discounts	Comments
<b>3. Electrician Additional Toolset:</b>	1	Tool Case "Electric" 20 parts Ref 00 21 20			Knipex		
	1	Fluke-179/IMSK Industrial Multimeter Service Kit including Fluke-179 True RMS Multimeter with temperature frequency, capacitance and Fluke-322 AC 400A Current Clamp, 80BK-A thermocouple TL75 probes kit and AC72 Alligator Clips			Fluke		

Qty	Item Designation	Reference	Manufacturer	Currency	Unit Price EXW Bidders Warehouse (Named Place)	Discounts	Comments
<b>4. LAN/ Ethernet Qualification Toolset:</b>	1	DTX-1200 CableAnalyzer LAN Certification Toolset Includes DTX-1200 Main and Smart Remote, LinkWare PC Software, Cat 6/Class E Permanent Link Adapters (2), Cat 6/Class E Channel Adapters (2), Headsets for Talk (2), AC Chargers (2), Carrying Case, USB Interface Cable (Mini-B), User Manual			Fluke		

Qty	Item Designation	Reference	Manufacturer	Currency	Unit Price EXW Bidders Warehouse (Named Place)	Discounts	Comments
<b>5. Ethernet Installation Toolset:</b>	1	Fluke Laser Distance meter, Model414D			Fluke		
	1	Fluke Networks LRAT-2000 LinkRunner AT 2000 Network Auto-Tester			Fluke		
	1	Fluke Networks MS2-KIT MicroScanner2 VDV Cable Verifier Pro Kit			Fluke		
	1	CableIQ Gigabit Service Kit Includes: CableIQ Qualification Tester, LinkRunner Pro Network Multimeter, IntelliTone Pro 200 Probe, CableIQ Remote Identifiers #1-7, WireView Cable ID #1, CableIQ Reporter software CD, RJ45-RJ45 shielded patch cords (2), USB cable, coax "F" push-on cable, RJ45/RJ11 universal coupler, USB cable, test accessory soft pouch, CableIQ Getting Started Guide, LinkRunner Pro Getting Started Guide, IntelliTone Pro Getting Started Guide, eight (8) AA batteries, one 9V battery, packaged in a deluxe Fluke Networks carry case			Fluke		



	Qty	Item Designation	Reference	Manufacturer	Currency	Unit Price EXW Bidders Warehouse (Named Place)	Discounts	Comments
6. Accessories:	Bench Soldering	1	Soldering tin 1.00 mm Sn60/Pb40 Flux HS 10 2.5 % roll of 500 g	Stannol				
		1	WTCPD 60 Watts, 240v Temperature Controlled Soldering Station with taper Needle tip and Long Taper Chisel Tip	Weller				
		1	7874B ESD Safe Manual Desoldering Tool	Weller				
	Gaz fuel Soldering	1	WPA2 Pyropen® Professional Self-igniting Cordless Butane Soldering Iron kit in metal casing with Hot air tip taper Needle tip and Long Taper Chisel Tip	Weller				
		1	WB1 2.1 oz Premium Butane Fuel for Pyropen® Cordless Irons	Weller				
	Heavy drilling machine	1	GBH 5-40 DCE Professional Rotary Hammer with - carrying case - SDS Max tool 2 608 690 142 / Nail - SDS Max tool 2 608 690 126 / Flat 25mm - SDS Max tool 2 608 586 752 / 16mm x 540mm - SDS Max tool 2 608 586 759 / 18mm x 540mm - SDS Max tool 2 608 586 766 / 20mm x 520mm	Bosch				
	Bench Power Supply	1	Elektro-Automatik Laboratory Power Supply 0...20 A 0...42 VDC	EA				
Desk mounted magnifying lamp	1	Desk mounted illuminated magnifier with fluorescent tube and desk mounting clamp 220V	Glamox Luxo					

	Qty	Item Designation	Reference	Manufacturer	Currency	Unit Price EXW Bidders Warehouse (Named Place)	Discounts	Comments
7. Radio Technician Toolset:	1	set of screwdrivers - flat blade	3x100, 4x100, 5.5x100, 6.5x100, 8x125, 10x250	Gedore				
	1	set of screwdrivers - pozidrive	160 SP 0/1/2/3	Gedore				
	1	set of stubby screwdrivers	161SI, 153S 6.5	Gedore				
	1	set of right angle screwdrivers	173/4, 173/5.5, 174/1	Gedore				
	1	set of Allen keys with rounded heads	374/2	SKG				
	1	hand reamer	280-12	PB				
	1	chisel	97-125	Habero				
	1	electrician universal plier	0205-180	Knipex				
	1	electrician heavy duty wire cutter	7006-180	Knipex				
	1	electrician long nose plier	2506-160	Knipex				
	1	electrician bent long nose plier	2525-160	Knipex				
	1	electrician fine wire cutter	4130	bahco				
	1	flat nose plier with spring	4430	bahco				
	1	vernier gauge (metric)	530-104	mituyo				
	1	metal tape measure (metric/imperial)	y23cme	lufkin				
	1	stanley knife	99e	stanley				
	1	spirit level	691 an 40	bmi				
	1	pincer	5101-210	knipex				
	1	hammer	4.00E-300	habero				
	1	swanneck plier	8802-250	knipex				
	1	set HS drills metric- 1/12mm 0.5 step	2525	koch				
	1	steel plate cone-shaped cutters	101020	ruko				
	1	Awl	817-100	bahco				
	1	Hacksaw	268	sandvik				
	1	set of 5 sawblades for above		sandvik				
	1	Metal files set	12100830, 12300830	sandvik				
	1	tool roll holder	c0041	willement				
	1	set of open end spanners (metric)	6-8, phl6-12l, 6/24x27	gedore				
	1	adjustable spanner	8072	bahco				
	1	set socket spanner (metric) with 3/8 drive	d30gmu-3	gedore				
	1	1" hexagonal socket for 3/8 drive	J1"LA	facom				
	1	work gloves	CORDEX PLUS XL (K53 XLT)	Petzi				
	1	Small torch with batteries	V² three A, noir, LED Lenser	LED Lenser				
	1	nylon rope 25m , 5mm						
	1	metal brush 2-rows						
	1	metal file cleaning brush	270A	Facom				
	1	paint brush	(nylon 50 mm wide )for cleaning					
	1	Permanent marker	8400	Edding				
	1	Small G clamp 15cm		Facom				
	1	Curved Jaw Locking Pliers 20 cm		Facom				
	1	electronic hammer drill	GBH 2-28 DV Professional	bosch				
	1	chuck for above	1.608.571.062	bosch				
	1	adapter for above	1.617.000.132	bosch				
	1	set of masonry drills	1.618.596.166 /172 / 177 / 181 / 270 /201 / 204	bosch				
	1	electronic battery drill	GSR 18 VE-2-LI Professional	bosch				
	1	set screwdriver heads for above with bit holder	3040	SKG				
	1	Weller - 12V Controlled Field Soldering Iron w/battery clip	TCP12P	Weller				
	1	Solder tin with flux	1.00 mm Sn60/Pb40 Flux HS 10 2.5 % roll of 500 g					
	1	HF swr-meter	CN101 PL-Type Connector 1.8-150MHz	NGC/Daiwa				
	1	VHF/UHF swr-meter	CN103N N-Type Connector 140-525MHz	NGC/Daiwa				
1	Digital multimeter	Fluke-179/IMSK Industrial Multimeter Service Kit including Fluke-179 True RMS Multimeter with temperature frequency, capacitance and Fluke-322 AC 400A Current Clamp, 80BK-A thermocouple TL75 probes kit and AC72 Alligator Clips and carrying case	Fluke					
1	LMR CT-400/300	Crimping tool for CFD 400 Coaxial Cable	Times microwave					
1	LMR CST-400	Cutting tool for CFD 400 Coaxial Cable	Times microwave					
1	Crimp Tools For RG213		Radiall					
1	Crimp Tools For RG58		Radiall					

## ANNEX C

### Terms of Reference (TOR) Telecommunication Equipment and Toolkit UNHCR/PS/2016/GOODS/ICT ITB/003

#### 1. Requirements

##### A. General

1. Supplier(s) are required to deliver enterprise grade Information and Communication Technology Equipment that conforms to the specifications set forth in **Annex A**.

This ITB is divided into 6 (six) Item groups.

- i. General Accessories
- ii. Satellite Equipment & Accessories
- iii. Telecom Accessories
- iv. Antennas
- v. Telecom equipment (MW)
- vi. Telecom Toolkit

Bidders are invited to make a firm offer for each item group. Partial offers for one (1) item group will also be considered as long as at least 75% of the items listed are quoted and technically compliant.

2. With respect to any product offered by supplier in response to this ITB, supplier must:
  - a) guarantee a minimum of 12 months' product availability;
  - b) provide a minimum of 3 months' notice (preferably 6 months) of product "End of Life";
  - c) All electrical equipment will be provided with AC supply 220v Euro Schuko;
  - d) All appliances manuals supplied shall be in English language;
  - e) Whenever a software or driver will be required to operate the unit, it will be provided on a CD/DVD/flash drive format in the kit; and

- f) In the event of equipment operating on batteries, the kit should contain all the batteries needed plus a spare in order to ensure immediate operation.

## **B. Services**

Supplier(s) will be required to perform the services set forth below:

- (a) Keep stock to ensure prompt deliveries especially in emergencies free of charge to UNHCR, without any commitment from UNHCR to buy;
- (b) Supply directly to the field locations anywhere in the world from supplier's warehouse and obtain export license from respective authorities as and when required.

Prior to shipping, the supplier(s) shall check that the hardware includes:

- Correct plug and other electrical requirements such as voltage (V) and frequency (Hz) for country of destination,
- Manuals for relevant language.

Supplier(s) should verify that all goods shipped to UNHCR are in good physical condition;

- (c) Provide a minimum one (1) year warranty on all equipment. The warranty shall commence on the date of delivery to UNHCR.
- (d) Provide worldwide Maintenance and Support Services for all equipment.

Supplier(s) shall describe in detail how the maintenance and support services will be provided.

Supplier(s) shall provide the following minimum service levels:

- E-mail and/or telephone support as indicated above
- Acknowledge of receipt shall be provided within 2 working hours from receipt of the request for assistance.
- Response time (by e-mail and/or by phone with the proposed resolution) – within 1 working day after the submission of request for assistance by UNHCR;

- (e) Supplier(s) shall provide a sole point of contact for all administrative-related activities. UNHCR shall relate to supplier(s) contacts in all communications regardless of shipping destination;

- (f) Provide strong and secure packaging using a tamper-evident tape or seal on packages that leaves a warning if removed.

Supplier(s) 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. To reduce the risk of pilfering and damage during transport, suppliers shall use strong, durable and secure packaging, using a tamper-evident tape or seal on packages.

For this purpose the minimum requirements for the packaging are:

- using strong corrugated boxes and
- using filament tapes and/or other security tapes which provide proof of unauthorized opening or tampering.

Additional requirements:

- The packing shall be of a sturdy export quality and of a commercial standard that will provide adequate protection of the goods for carriage by air and/or road to final destinations worldwide, including remote locations under adverse climatic and storage conditions, and high humidity.
- The packaging unit is strong, able to be stacked to a height of 4 (four) pallets as static storage and 2 pallets during transport, and resistant to puncturing.
- Pallets shall be shrink wrapped.
- Deliveries should be packed / palletized in the most cost-effective way to minimize freight costs.

Supplier(s) shall confirm that the cost for such packing is included in the unit price offered for the goods.





## 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:

<u>Organization:</u>	<u>Value:</u>	<u>Year:</u>	<u>Goods/Services Supplied:</u>	<u>Destination:</u>
_____	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](http://www.un.org/sc/committees/1267/consolist.html)).

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

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

Name:  
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.

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](http://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](http://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.

## 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

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”)<sup>1</sup>, 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.

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

- 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 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.

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 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.

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.

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## UN SUPPLIER CODE OF CONDUCT

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

**Global Compact:** At the World Economic Forum, Davos, on 31 January 1999, the UN Secretary-General challenged world business leaders to "embrace and enact" the Global Compact, both in their individual corporate practices and by supporting appropriate public policies. The Global Compact's operational phase was launched at UN Headquarters in New York on 26 July 2000. During the first Global Compact Leaders Summit, held on 24 June 2004 at UN Headquarters in New York, the Secretary-General announced the addition of a tenth principle against corruption. The Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization. The United Nations strongly encourages all suppliers to actively participate in the Global Compact. And to that end, this Code has been developed with recognition of the importance of the ten principles of the UN Global Compact, and is viewed as an important means of integrating the Compact's principles into the operations of the UN. The Code addresses the issues included in the Compact in the areas of human rights, labour, environment and anti-corruption and interpretation of the Code should be undertaken in a manner consistent with the Global Compact. Suppliers interested in supporting the Global Compact and for more information on the ten principles, can visit the Global Compact website at [www.unglobalcompact.org](http://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 database<sup>1</sup>.

**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.

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<sup>1</sup> [www.ilo.org/ilolex/english/convdisp2.htm](http://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 website<sup>2</sup> 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.

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<sup>2</sup> [www.ilo.org/public/english/protection/safework/managmnt/guide.htm](http://www.ilo.org/public/english/protection/safework/managmnt/guide.htm)

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

**Bribery & Corruption:**

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

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

**Contacts:**

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



# FAQs - ADMINISTRATIVE ISSUES

Reference	Question	UNHCR Reply
A001	May suppliers submit their bids by fax?	Bids are NOT to be submitted by fax, only by e-mail to the designated e-mail box as explained in the tender document
A002	Should vendors already registered with UNHCR submit their Vendor Registration Form?	If a supplier is registered with UNHCR and has received a purchase order from UNHCR during the past two years, it is not required to resubmit this form
A003	If a company is registered on UNGM, is it still required to submit the Vendor Registration Form?	Being registered on UNGM is not equal to being registered with UNHCR. The Vendor Registration Form is a specific UNHCR document which is to be submitted with the bid
A004	Following the tendering procedure, does UNHCR plan to establish several frame agreements or just one?	In order to secure the supply, UNHCR usually awards multiple frame agreements per tender
A005	When suppliers can expect the first purchase order after the contract award?	It depends mainly on organizational requirements and funds available. In case of a Frame Agreement, there is no commitment from UNHCR to place any purchase order
A006	If the tender indicates a certain quantity of required goods, can the final purchase order differ from this quantity?	The ordered quantity of goods may be equal or less than indicated in the tender, pending funds availability. In addition, UNHCR reserves the right to accept only part of the offer received. In case of Frame Agreements, there is no commitment to purchase any minimum quantity. In any case, suppliers are required to keep unit prices fixed regardless of the quantity ordered. Transport cost can be modified accordingly
A007	Which countries/ cities will be covered by a particular Frame Agreement?	UNHCR procurement Service sources at Global level with operations mainly in Africa and the Middle East. Normally Global Frame Agreements cover worldwide demand. In the tender documents under the paragraph "Requirements"
A008	Is there any estimated budget for Purchase Orders following a particular tender?	All Tenders include an estimated (not bidding) demand volume
A009	What are customs procedures in Hungary?	Hungary belongs to the European Schengen Area, therefore Schengen's rules apply
A010	What is the billing address for items procured by UNHCR office in Budapest?	UNHCR Budapest, 5/B,C,D Ipoly Utca, 1133-Budapest, Hungary
A011	Does UNHCR office in Budapest have a Hungarian VAT number?	UNHCR is VAT excluded. As a result, UNHCR has no VAT number and VAT shall not be applied in invoices to UNHCR
A012	Is it possible to bid for alternative items? (different brands, packaging, etc...)	When alternative solutions are allowed this is clearly mentioned in the text of the tender document
A013	In regards to pricing lists, can excel spreadsheets be modified by adding/splitting/deleting columns?	Where a specific Financial Form is provided as an Annex to the tender document, it cannot be modified. Additional data can be provided in a separate sheet, if it is the case.