



UNHCR

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

DATE: 23/01/2014

**REQUEST FOR PROPOSAL: No. RFP/PSFRIT0006
FOR THE ESTABLISHMENT
OF A FRAME AGREEMENT FOR THE PROVISION OF**

PSFR ITALY, FACE TO FACE AGENCY PROGRAMME PROMOTIONAL MATERIAL

CLOSING DATE AND TIME 06/03/2014– 13.00 hrs CET

INTRODUCTION TO UNHCR

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

In more than five decades, the agency has helped tens of millions of people restart their lives. Today, a staff of some 6,700 people in 125 countries continues to help about 38 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) in Rome, Italy invites qualified service providers to make a firm offer for the establishment of Frame Agreement for the provision of PSFR Italy Face to Face Agency Programme Promotional Material starting as of 5th May 2014.

IMPORTANT:

Terms of Reference (TORS) are detailed in Annex B of this document.

UNHCR may award Frame Agreement(s) with initial duration of 1 year. The successful bidders will be requested to maintain their quoted price model for the duration of the Frame Agreement(s).

The estimated annual requirement of UNHCR is detailed in Terms of Reference (TORS) - Annex B of this document.

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

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 18** "settlement of disputes" of the UNHCR General Conditions of Contracts for provision of Services shall not be deemed to be a "cause" for or otherwise to be in itself a termination clause.

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

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

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

2. BIDDING INFORMATION**2.1. RFP DOCUMENTS**

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

- Annex A: Confidentiality declaration (is for bidders' information only and future contractor have to sign it once appointed)
- Annex B: Terms of Reference (TORs) – including calendar of activities
- Annex C: Financial Offer Form
- Annex D: Vendor Registration Form
- Annex E: UNHCR General Conditions of Contracts for the Provision of Services – 2010

2.2 ACKNOWLEDGMENT

We would appreciate your informing us of the receipt of this RFP by return e-mail to fontana@unhcr.org, bianchi@unhcr.org, baccolin@unhcr.org, peluso@unhcr.org as to:

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

IMPORTANT:

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

2.3 REQUESTS FOR CLARIFICATION

Bidders are required to submit any request for clarification or any question in respect of this RFP by e-mail to, Maria Giulia Fontana Giusti, Senior PSFR Programme Associate at fontana@unhcr.org. Please copy also, Flavio Bianchi, Associate PSFR Officer (Individual Giving) at bianchi@unhcr.org; Carla Baccolini, Individual Giving Assistant (Face to Face) at baccolin@unhcr.org; Virginia Peluso, Senior Individual Giving Admin Assistant, at peluso@unhcr.org. **The deadline for receipt of questions is 13.00 hrs CET on 13/02/2014.** Bidders are requested to keep all questions concise.

IMPORTANT:

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

UNHCR will make its best effort to compile the questions received by **20/02/2014**. UNHCR may, at its discretion, copy any reply to a particular question to all other invited bidders at once. OR will respond to these at the supplier conference. After the supplier conference, a Questions & Answers document will be prepared and posted on the UNHCR website.

2.4 YOUR OFFER

Your offer shall be prepared in English and Italian.

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

IMPORTANT:

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

Your offer shall comprise the following two sets of documents:

- Technical offer
- Financial offer

2.4.1 Content of the TECHNICAL OFFER

IMPORTANT:

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

The Terms of Reference (TORs) of the services requested by UNHCR can be found in **Annex B**. Your technical offer should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information:

- **Description of the company and the company's qualifications**

A 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;
- Office presence in Italy
- Number of similar and successfully completed projects;
- Number of similar projects currently underway;
- Total number of clients;
- Client references.

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

Please note that UN/NGO experience as well as office presence in Italy are deemed important technical criteria

- **Understanding of the requirements for services, proposed approach, solutions, methodology and outputs**

Any comments or suggestions on the TOR, as well as your detailed description of the manner in which your company would respond to the TOR:

- A description of your organization's capacity to provide the service, maximum 70 pages;

- A description of your organization's experience in providing these services maximum 70 pages.
- **Proposed personnel to carry out the assignment**
The composition of the team you propose to provide.
 - Curriculum Vitae of core staff maximum 10 CVs, 50 pages.
- **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**).
- **UNHCR General Conditions for Provision of Services:** Your technical offer should contain your acknowledgement of the UNHCR General Conditions for Provision of Services by signing **Annex E**.

2.4.2 Content of the FINANCIAL OFFER

Your separate **Financial Offer** must contain an overall offer in a single currency, Euros.

The financial offer must cover all the services to be provided (price "all inclusive").

The Financial Offer is to be submitted as per the Financial Offer Form (**Annex C**). Bids that have a different price structure may not be accepted.

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

- Financial standing;
- Core business;
- Track record;
- Contract capacity.

2.5.2 Technical and Financial evaluation:

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

The **Technical offer** will be evaluated using inter alia the following criteria and percentage distribution: **65%** from the total score

Remark: The Technical offer score will be calculated according to the percentage distribution for the technical and financial offers.

In case, UNHCR will draw up a short list of 3-5 offers from the submissions received on the basis of the highest score obtained in the technical evaluation and UNHCR may conduct interviews or presentations. In case, dates will be communicate later.

The **Financial offer** will use the following percentage distribution: **35%** from the total score.

The maximum number of points will be allotted to the lowest price offer that is opened and compared among those invited firms. All other price offers will receive points in inverse proportion to the lowest price; e.g., [total Price Component] x [US\$ lowest] \ [US\$ other] = points for other supplier's Price Component.

Companies are allowed to quote only in Euro.

2.6 SUBMISSION OF BID

The offers must bear your official letter head, clearly identifying your company. The Technical and Financial offers shall be clearly separated.

Your proposal shall comprise the following documents:

- a) Technical component
- b) Price component.

Your proposal - original and one copy together with an electronic version on CD support- should be sealed in an outer and two inner envelopes, as detailed below.

The outer envelope should be sent by express mail and addressed as follows:

UNHCR RR ROME
Administration Unit (Supply Management Service)
RFP/PSFRIT0006
Via Alberto Caroncini, 19
00197 Rome
Italy

Both inside envelopes shall indicate your firm's name and address. The first inner envelope shall be marked "Technical Proposal" and contain the technical component of your proposal.

The second inner envelope shall be marked "Price Proposal" and include your price component. The price component should be submitted with two copies only.

IMPORTANT:

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

Deadline: 06/03/2014, 13.00 hrs CET.

IMPORTANT:

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

Please indicate in the envelopes subject field:

- Bid RFP/PSFRIT0006
- Name of your firm with the title of the attachment

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.

2.7 BID ACCEPTANCE

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

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

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

Please note that UNHCR is not bound to select any of the 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 RFP 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 Services and in the currency in which the PO is issued. Payments shall only be initiated after confirmation of successful completion by UNHCR business owner.

2.9 UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF 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.

Signature
Name: Mr. Federico Clementi, Title: Global PSFR Officer
PSFR Rome Region
UNHCR Rome Regional Office



NATIONS UNIES
HAUT COMMISSARIAT
POUR LES REFUGIES

UNITED NATIONS
HIGH COMMISSIONER
FOR REFUGEES

Case Postale 2500
CH-1211 Genève 2 Dépôt

DECLARATION

I, the undersigned, shall undertake to exercise utmost discretion in the functions entrusted to (COMPANY NAME) as a member/alternate member of UNHCR and to be bound by the Rules of Procedure of UNHCR. My team and I shall not disclose or discuss with any person who does not participate in the work of UNHCR, either during our term in office or thereafter, any information which will have come to our knowledge on account of our participation in its work. We shall not use this information for private gain, or to favour or prejudice any third party. This does not, however, restrict the right to consult with appropriate UNHCR staff on matters of principle, or concerning the Terms and Conditions of the contract.

COMPANY NAME shall discharge its functions for the (PROJECT) of the (DIVISION/SERVICE) solely with the interests of the Office of UNHCR in view.

Signature: _____

Name:

Functions:

Company name:

Date: _____

SECTION 1: Introduction

1.1 Who we are

The Office of the United Nations High Commissioner for Refugees (UNHCR) was established by the U.N. General Assembly in 1950 to provide protection and assistance to refugees and Internally Displaced People (IDPs). In more than five decades, the agency has helped ten of millions people to restart their lives. Today, UNHCR is one of the world's principal humanitarian agencies. Its staff of more than 6,700 personnel is helping more than 38 million people in 125 countries. Staff members work in a diversity of locations and conditions including in our Geneva- based Headquarters (HQ) and more than 100 field locations. For more information, please see <http://www.unhcr.org>.

1.2 Overview and Objectives of this Request for Proposal (RFP)

UNHCR has an ambitious Private Sector Fundraising (PSFR) program which endeavours to capitalize on the income from private-sector donors, through a variety of channels including face-to-face, direct mail, DRTV, print and digital channels.

We are seeking a creative agency to help the Face to Face programme to increase the quality of materials and promotional items in order to:

- To realize new and attractive material for frontliners.
- To produce street welcome that frontliners give to the new regular donors soon after donation.
- To manage digital services.
- To print general materials.

Services included in this RFP include full-service creative and production:

- Face to face materials.
- Digital.
- Print Job Advertisemnt.

1.3 Scope of this RFP

For all the activities, the following products will be delivered:

PRINTED MATERIALS

- A. PITCHCARD A3
- B. PITCHCARD A4
- C. NEWSLETTER (16 pages)
- D. NEWSLETTER (20 pages)
- E. NEWSLETTER (24 pages)
- F. COVER FOR MANUAL
- G. CARD FOR MANUAL
- H. FORMS
- I. BADGE
- J. PAPER
- K. ENVELOPE
- L. STICKER
- M. THANK YOU LETTER
- N. UNHCR PROFILE

- O. TRAINING KIT
- P. WELCOME KIT FRONTLINERS
- Q. POSTER
- R. DESK & ROLL UP
- S. CHRISTMAS MATERIALS
- T. GADGETS
- U. ALBUM
- V. WELCOME PACK
- W. AGENDA/DIARY

DIGITAL SERVICES

- A. BANNERS
- B. LANDING PAGE
- C. DEM
- D. WEBSITE
- E. WEBSITE SUPPORT

OTHER SERVICES

- A. VIDEO
- B. PHOTO SHOOTING
- C. TRANSLATION ITALIAN-ENGLISH

Technical specifications printed materials:

- A. PITCHCARD A3

Printout: open 42x29,7 cm, closed 21x29,7 cm
Paper: Fedrigoni FSC X-PER Premium white 320 gr
Colours: 4+4

- B. PITCHCARD A4

Printout: open 21x29,7 cm, closed 21x29,7 cm
Paper: Fedrigoni FSC X-PER Premium white 320 gr
Colours: 4+4

- C. NEWSLETTER (16 pages)

Printout: open 21x29,7 cm, closed 14,8x21 cm
Paper: Fedrigoni FSC X-PER Premium white 140 gr
Colours: 4+4
Packaging: 16 self covered stapled pages

- D. NEWSLETTER (20 pages)

Printout: open 21x29,7 cm, closed 14,8x21 cm
Paper: Fedrigoni FSC X-PER Premium white 140 gr
Colours: 4+4
Packaging: 20 self covered stapled pages

E. NEWSLETTER (24 pages)

Printout: open 21x29,7 cm, closed 14,8x21 cm
Paper: Fedrigoni FSC X-PER Premium white 140 gr
Colours: 4+4
Packaging: 24 self covered stapled pages

F. COVER FOR MANUAL

Printout: open 43,5x23 cm, closed 19x23 cm + 5,5 cm
Paper: Fedrigoni FSC X-PER Premium white 160 gr/m2 (or equivalent)
Colours: 4+4
Packaging: 2 metal rings and plastic coverage

G. CARD FOR MANUAL

Printout: A5 standard
Paper: Fedrigoni FSC X-PER Premium white 160 gr/m2 (or equivalent)
Colours: 4+4
Packaging: die-cut with 2 holes on the long side

H. FORMS

Printout: 21x29,7 cm
Paper: chemical copy paper
Colours: 1+1
Packaging: double glued sheets made of chemical copy paper. Each double sheet has a progressive number printed on it

I. BADGE

Printout: 8,5x5,5 cm
Paper: 300 gr/mq
Colours: 4+4

J. PAPER

Printout: 21x9,9 cm
Paper: 300 gr/mq
Colours: 4+4

K. ENVELOPE

Printout: 23x11 cm
Paper: U.M. 80gr/m2
Colours: 1+4
Window
LAIP

L. STICKER

Printout: 8x8 cm

Paper: sticker
Colours: 4+0

M. THANK YOU LETTER

Printout: 29,7x21 cm
Paper: 300 gr/mq
Colours: 4+0

N. UNHCR PROFILE

Printout: 29,7x21 cm
Paper: Fedrigoni FSC X-PER Premium white 160 gr
Colours: 4+4
Packaging: 5 sheets with spiral

O. TRAINING KIT

1 - PITCHCARD A4

Printout: open 21x29,7 cm, closed 21x29,7 cm
Paper: Fedrigoni FSC X-PER Premium white 320 gr
Colours: 4+4

2- POWER POINT (20 pages)

Printout: open 21x29,7 cm, closed 21x29,7 cm
Paper: Fedrigoni FSC X-PER Premium white 160 gr
Colours: 4+4
Packaging: spiral

3- SUMMARY (24 pages)

Printout: open 21x29,7 cm, closed 14,8x21 cm
Paper: Fedrigoni FSC X-PER Premium white 140 gr
Colours: 4+4
Packaging: 24 self covered stapled pages

4- DIPLOMA

Printout: 29,7x21 cm
Paper: 300 gr/mq
Colours: 4+0

P. WELCOME KIT FRONTLINERS

1 - BROCHURE (20 pages)

Printout: open 21x29,7 cm, closed 14,8x21 cm
Paper: Fedrigoni FSC X-PER Premium white 140 gr
Colours: 4+4
Packaging: 24 self covered stapled pages

2 - GADGET

Colours: 1+0

3 - MANUAL (200 pages)

Printout: open 21x29,7 cm, closed 14,8x21 cm

Paper: Fedrigoni FSC X-PER Premium white 140 gr
Colours: 4+4
Packaging: self covered stapled pages

Q. POSTER

Printout: 50x70 cm
Paper: U.M. 120 gr
Colours: 4+0

R. DESK & ROLL UP

1 - DESK

Desk realized in alveolus paperboard 16 mm + rubber coated side + shelf.
Size: 92x105x41 cm
Printout: 4+0
Packaging: black bag for transfer

2 - ROLL-UP TWO-SIDE

Metallic structure printed on ground cloth multilayer 220 my.
Size: 85x200 cm
Printout: 4+4
Packaging: black bag for transfer

S. CHRISTMAS MATERIALS

1 – GREETING CARD

Printout: open 21x14,8 cm, closed 10,5x14,8 cm
Paper: Freelifelife Vellum white 215 gr
Colours: 4+4

2 – ENVELOPE

Printout: 12x18 cm
Paper: Freelifelife Vellum white
Colours: 1+0

T. GADGET

U. ALBUM

V. WELCOME PACK

1 – LETTER

Printout: 21x29,7 cm
Paper: U.M. 80 gr/m²
Colours: 2+2

2 – ENVELOPE

Printout: 16x23 cm
Paper: U.M. 80 gr/m²
Colours: 1+1
LAIP

3 – BOOKMARK

Printout: 12x4 cm

Paper: Freelifa Vellum white 240 gr

Colours: 4+4

4 – MEMBERSHIP CARD

Printout: 5,5x8,5 cm

Paper: laser printable mater-bi

Colours: 4+4

5 – SUPPORT PAPER

Printout: 21x9,9 cm

Paper: 200 gr/m2

Colours: 4+4

6 – FLYER

Printout: open 21x29,7 cm – closed 21x9,9 cm

Paper: Fedrigoni FSC X-PER Premium white 120 gr

Colours: 4+4

W. AGENDA/DIARY

1 – COVER

Printout: open 20x15 cm – closed 10x15 cm

Paper: Keycolour embossin fusilier black jackda 300 gr

Colours: 1+0

2 – SHEETS INSIDE

Printout: open 20x15 cm – closed 10x15 cm

Paper: Freelifa Extra White 100 gr

Colours: 4+4

Packaging: paperback

Technical specifications digital services:

At present, UNHCR Face to Face Programme owns the following website:

Dialogatore per i rifugiati website (www.dialogatoreperirifugiati.it). This website has been created with both acquisition and retention purposes. The “Dialogatori per I Rifugiati” are people who want to be UNHCR frontliners.

UNHCR is also working on new microsites, and for the next 1 year there might be more.

UNHCR also owns a few acquisition landing pages that belong to the new microsites domain.

All websites/landing pages have been built with a Content Management System (either customized or with Wordpress technology), which is also linked to the new microsites created.

A. BANNERS

Banners production will be more and more a constant need for UNHCR. The bidder will need to work closely with PSFR team to produce various banners according to the different specifics that the media buyer will send through depending on the sites where the campaign will be planned.

This implies cooperation with the media buyer too, in order to maximize efforts and time. The bidder needs to estimate around 4 new animated banner creatives per year, declined in at least 4 main banner formats.

The banner creatives might include pre-roll video formats.

The bidder will also need to work with PSFR team and the media buyer to test tracking codes that allow PSFR to understand where the donations come from.

B. LANDING PAGE

PSFR Italy owns a customized tool that allows the internal team to produce dedicated landing pages coordinated with the banner creatives.

These landing pages might need adjustments during the next 3 years, and UNHCR is asking the bidder to be available for changes, to think about a possible budget for them considering also an on-going technical consultancy on best practices and possible news to apply to these pages.

C. DEM

PSFR Italy has sometimes sent acquisition emails to cold databases to recruit new people. The required email templates construction will need to be:

- Graphic and HTML production;
- Copywriting adjustment from PSFR Italy initial text;
- Different trackings depending on the different planned databases; this means the bidder will need to deliver as many email templates as the number of the rented databases.

D. WEBSITE

UNHCR may ask the supplier to create new websites. If this happens, the supplier will be involved in:

- HTML/CSS/XHTML production of the user interface, including a mobile or responsive version. The website will need to have HTTPS management system for secure transactions
- Graphic production of all website pages, including a mobile or responsive version
- Setting up of a social media integration strategy within the website
- Testing on the most used browsers for Windows, Apple, Android, Windows, IOS phone and tablets operating systems plus fixing bugs
- Setting up of a web analytics system to monitor all the web traffic information from our different web touch points (microsites, social media, etc.) and compare them
- Possible integration with a reserved area (if necessary/requested)
- Proposing and setting up a Content Management System; UNHCR staff might need training for the CMS usage too

The above features are only the basics; in case of new websites development, the supplier and UNHCR people in charge will evaluate additional features according to the given brief and general strategy.

E. WEBSITE SUPPORT

The above mentioned websites and the future ones need the following maintenance features:

- A dedicated web server (not shared) with https capacity, constantly monitored. Bandwidth 10 Mbps, Back up until 64 GB, Storage for VM 64 GB, VM 1 Core, 4 GB RAM. Otherwise, specify your proposal
- Appropriate firewall protection (please specify proxy/firewall configuration)
Capacity of handling up to 20.000 unique visitors/day
- All websites must use the SSL protocol

Technical renovation:

- Keeping the websites up-to-date according to new browser versions. This implies tests and updates on a regular basis (e.g. once every 3/6 months if necessary);
- Keeping the websites up-to-date with new social media features/possible technical changes in the already implemented features;
- In case of new social media and / or news regarding innovative features, UNHCR websites will need to be revised accordingly (graphically and technically);
- Edits in different websites areas whenever UNHCR staff can't manage the changes autonomously with the CMS.

Graphical renovation:

- In case of new social media and / or news regarding innovative features, UNHCR websites will need to be revised accordingly;
- Production of banners for website needs.

Technical specifications other services:

A. VIDEO

Description: mix of sliding pictures, video, text with speaker

Duration: 30 min

Resolution: full HD min. 1080x1920 pixels

Property rights: buy-out

B. PHOTO SHOOTING

Description: reportage based on 100 photos

Resolution: high resolutions, min. 300 dpi

Property rights: buy-out

C. TRANSLATION ITALIAN-ENGLISH UK

Description: quote the service for the translation of 1 page, 25 rows

Property rights: buy-out

UNHCR will also require the agency's support for multi channel initiatives such "Routine is Fantastic", "Emergency Campaigns" (not planned in advance), World Refugee Day, and other campaigns.

1.4 Statements of Work

The nature of the contract to be awarded will be that of a frame agreement. UNHCR expects that all items that will be required to be delivered the below mentioned service components are clearly outlined in the company's offer. UNHCR expects that unit rates will not increase over the course of the contract period.

To carry out a specific service project, UNHCR will set up a Statement of Work (SoW), which will describe in detail the project deliverables and timelines. We expect to be able to make cross-reference at all times to the categories of services as described below, as well as to the offer sent in by the bidder.

Relevant Statements of Work will:

- Describe project objectives;
- describe the deliverables of the project, for services for performance;
- describe type of service the Vendor will perform ;
- contain roles & responsibilities of the parties;
- list profile of the vendor staff
- outline project duration;
- specify any required pricing information for the Statement of Work;
- describe the invoicing schedule if appropriate;
- Specify any other terms appropriate to the services to be performed and the obligations of the Parties to the Statement of Work

Before each statement of work UNHCR may request to the firm and the firm must provide the following documents:

- Companies' Register (Iscrizione al Registro delle Imprese)
- Certificate of Incorporation (Visura Camerale)
- Self-certification that contracts are in line with the Italian Law
- Pension funds compliance certificate (DURC)
- Privacy agreement

SECTION 2. Executive Summary

2.1 General background

Regular monthly giving by individuals is the centre of PSFR Italy strategy; this because regular givers give higher donations than occasional cash donors and give for longer.

Accordingly, the main recruitment channel is through Face to Face. After the first donation we will try to involve the donors in one of the other steps. Each of the three steps will offer different benefits to the donors: thank you letter, mention on unhcr.it, gadget, dedicated logo.

2.2 Purpose and scope of assignment

In order to increase numbers of regular donors UNHCR needs of a creative agency that produces general Face to Face Agency Programme Promotional Material.

In summary, the proposal for Face to Face Agency Programme Promotional Material, is required by PSFR Italy for this 1 year of contract and has to be developed according to:

- Timing for production
- Technical specifications
- Innovation Section
- Scenario
- Timetable for bidders

2.3 Timing for production

Please indicate for each Face to Face Agency Programme Promotional Material the time required for the preparation and the start-up process related to the start-up date. The start-up date is reported in the section 4. Scenario.

2.4 Technical specifications

Specifications: **FACE TO FACE AGENCY PROGRAMME PROMOTIONAL MATERIAL**

2.4.1 STANDARD ACTIVITY Requirements

Please provide a communication and creative strategy with the specification of time for production for Face to Face Agency Programme Promotional Material.

2.4.2 EMERGENCY PREPAREDNESS PLAN

In case of a humanitarian emergency involving UNHCR, and after a PSFR Emergency Alert (a phone call or e-mail informing about the fundraising emergency campaign that UNHCR PSFR Italy will formally make/send to your focal point).

Emergency Face to Face Agency Programme Promotional Material have to be developed as indicated in the following technical specification paragraphs.

It is mandatory for each supplier called for the bidding process to present a detailed plan in line with the PSFR Italy request such as:

Focal points during emergency;
Timing for the production process;

The Scenario of this document has to be used as a reference number. PSFR Italy can adjust the figures depending on the needs.

2.5 OTHER SERVICES

MATERIAL SPECIFICATION

2.5.1 STANDARD ACTIVITY Requirements

- Description of type of material that could be provided such as:
 - Banners, desk, roll-up, gazebo, flag
 - Pitchcard, frontliners newsletter, manuals
 - Direct email marketing and web materials
 - Face to FaceVideo
 - Forms, street welcome (card and envelope)
 - Promotional items: beret, lanyard, vest, t-shirt, pen, badge, organizer, backpack, pin, document holder, sticker, greeting card, poster, k-way, umbrella, ad hoc frontliner magnetic card, etc.;
- Description of the team/person working on the production of material (banner and promotional items and number of operators, and management and PSFR Italy dedicated account);
- Timing for the creation and production of each material;

2.5.2 EMERGENCY ACTIVITY Requirements

In case of Emergency, a dedicated plan for the production of ad-hoc material could be developed. Please indicate in your proposal the following:

- Description of type of Face to Face Agency Programme Promotional Material;
- Timing for the creation and production of Face to Face Agency Programme Promotional Material;

SECTION 3. INNOVATION SECTION

This special section is dedicated to the innovative suggestions presented by the supplier as new approaches, activity follow-up and tests for standard, multichannel campaigns and emergencies activities.

SECTION 4. SCENARIO

The Scenario of this document (preffered delivery dates and budget available) as to be used as a reference; PSFR Italy can adjust the figures provided hereinafter depending on the specific needs which might emergency in the course of the years. Budget figures in the table below are reported in Euro. Please note that the amount are only indicative and PSFR Italy expects prices to remain constant over 1 year.

Scenario can change according to UNHCR needs.

Face to Face Agency Programme Promotional Material	TO BE FILLED IN BY SUPPLIER						
F2F MATERIALS	DESCRIPTION	COST PER UNIT (CREATIVITY)	COST PER UNIT (PRODUCTION)	TOTAL COST PER MATERIAL	Materials (n of activities per year)	YEARLY COST	
A. <u>Pithcard A3</u>		0.00	0.00	0.00	5	0.00	
B. <u>Pitchcard A4</u>		0.00	0.00	0.00	5	0.00	
C. <u>Newsletter (16 pages)</u>		0.00	0.00	0.00	1	0.00	
D. <u>Newsletter (20 pages)</u>		0.00	0.00	0.00	4	0.00	
E. <u>Newsletter (24 pages)</u>		0.00	0.00	0.00	1	0.00	
F. <u>Cover for manual</u>		0.00	0.00	0.00	1	0.00	
G. <u>Card for manual A5</u>		0.00	0.00	0.00	300	0.00	
H. <u>Forms</u>		0.00	0.00	0.00	100	0.00	
I. <u>Badge</u>		0.00	0.00	0.00	3	0.00	
J. <u>Paper</u>		0.00	0.00	0.00	1	0.00	
K. <u>Envelope</u>		0.00	0.00	0.00	2	0.00	
L. <u>Stickers</u>		0.00	0.00	0.00	10	0.00	

M. <u>Thank You Letter</u>		0.00	0.00	0.00	5	0.00
N. <u>UNHCR Profile</u>		0.00	0.00	0.00	5	0.00
O. <u>Training kit</u>		0.00	0.00	0.00	6	0.00
P. <u>Welcome kit frontliners</u>		0.00	0.00	0.00	2	0.00
Q. <u>Poster</u>		0.00	0.00	0.00	60	0.00
R. <u>Desk & Roll-up</u>		0.00	0.00	0	3	0.00
S. <u>Christmas Materials</u>		0.00	0.00	0	2	0.00
T. <u>Gadgets</u>		0.00	0.00	0	1	0.00
U. <u>Album</u>		0.00	0.00	0	200	0.00
V. <u>Welcome pack</u>		0.00	0.00	0	5	0.00
W. <u>Agenda</u>		0.00	0.00	0.00	1	0.00
						0.00
SERVICE (list below the services)						
1. Standard services as described in TORs section		1	0.00	0.00	1	0.00
2. Other service provided		1	0.00	0.00	1	0.00
*						
TOTAL				0.00		0.00

*Add rows to propose an idea to cover the service

Face to Face Agency Programme Promotional Material		TO BE FILLED IN BY SUPPLIER				
F2F MATERIALS	DESCRIPTION	COST PER UNIT (CREATIVITY)	COST PER UNIT (PRODUCTION)	TOTAL COST PER MATERIAL	Materials (n of activities per year)	YEARLY COST
A. <u>Banner</u>		0.00	0.00	0.00	20	0.00
B. <u>Landing page</u>		0.00	0.00	0.00	12	0.00
C. <u>DEM</u>		0.00	0.00	0.00	12	0.00
F. <u>Recruiting site</u>		0.00	0.00	0.00	1	0.00
G. <u>Support recruiting site</u>	activity of support monthly	0.00			12	0.00
H. <u>Website</u>		0.00	0.00	0.00	1	0.00
I. <u>Websitesite</u>	activity of support monthly	0.00			12	0.00
						0.00
SERVICE (list below the services)						
1. Standard services as described in TORs section		1	0.00	0.00	1	0.00
2. Other service provided		1	0.00	0.00	1	0.00
*						
TOTAL				0.00		0.00

*Add rows to specify any further service that could be provided

Face to Face Agency Programme Promotional Material	TO BE FILLED IN BY SUPPLIER					
F2F MATERIALS	DESCRIPTION	UNIT (CREATIVI TY)	PER UNIT (PRODUC TION)	TOTAL COST PER MATERIAL	(N of activities per year)	YEARLY COST
A. <u>Video</u>		0.00	0.00	0.00	5	0.00
B. <u>Shooting photo</u>		0.00	0.00	0.00	1	0.00
C. Translation italian-english	please quote the service for the translation of 1 page, 25 rows	0.00	0.00	0.00	1,000	0.00
		0.00	0.00	0	0.00	0.00
						0.00
SERVICE (list below the services)						
1. Standard services as described in TORs section		1	0.00	0.00	1	0.00
2. Other service provided		1	0.00	0.00	1	0.00
*						
TOTAL				0.00		0.00

*Add rows to specify any further service that could be provided

Face to Face Agency Programme Promotional Material		TO BE FILLED IN BY SUPPLIER			
E. F2F MATERIALS	Materials (n. pieces)	COST PER UNIT (MATERIAL)	TOTAL COST PER MATERIAL	Materials (n of activities per year)	YEARLY COST
A. <u>Pithcard A3</u>	500	0.00	0.00	5	0.00
B. <u>Pitchcard A4</u>	500	0.00	0.00	5	0.00
C. <u>Newsletter (16 pages)</u>	1,000	0.00	0.00	1	0.00
D. <u>Newsletter (20 pages)</u>	1,000	0.00	0.00	1	0.00
E. <u>Newsletter (24 pages)</u>	1,000	0.00	0.00	1	0.00
F. <u>Cover for manual</u>	500	0.00	0.00	2	0.00
G. <u>Card for manual A5</u>	500	0.00	0.00	5	0.00
H. <u>Forms</u>	10,000	0.00	0.00	4	0.00
I. <u>Badge</u>	30,000	0.00	0.00	1	0.00
J. <u>Paper</u>	30,000	0.00	0.00	1	0.00
K. <u>Envelope</u>	25,000	0.00	0.00	2	0.00
L. <u>Stickers</u>	25,000	0.00	0.00	2	0.00
M. <u>Thank You Letter</u>	1,000	0.00	0.00	2	0.00
N. <u>UNHCR Profile</u>	500	0.00	0.00	1	0.00
O. <u>Training kit</u>	500	0.00	0.00	4	0.00
P. <u>Welcome kit frontliners</u>	1,000	0.00	0.00	2	0.00
Q. <u>Poster</u>	2,500	0.00	0.00	2	0.00
R. <u>Desk & Roll-up</u>	100	0.00	0.00	2	0.00

S. <u>Christmas Materials</u>	1,000	0.00	0.00	1	0.00
T. <u>Gadgets</u>	1,000	0.00	0.00	1	0.00
U. <u>Album</u>	1,000	0.00	0.00	1	0.00
V. <u>Welcome pack</u>	25,000	0.00	0.00	2	0.00
W. <u>Agenda</u>	1,000	0.00	0.00	2	0.00
					0.00
SERVICE (list below the services)					
1. Standard services as described in TOR	1	0.00	0.00	1	0.00
2. Other service provided	1	0.00	0.00	1	0.00
*					
TOTAL			0.00		0.00

*Add rows to specify any further service that could be provided

E. F2F MATERIALS	Materials (n. pieces)	COST PER UNIT (MATERIAL)
A. <u>Pithcard A3</u>	1-100	0.00
B. <u>Pitchcard A4</u>	1-100	0.00
C. <u>Newsletter (16 pages)</u>	1-500	0.00
D. <u>Newsletter (20 pages)</u>	1-500	0.00
E. <u>Newsletter (24 pages)</u>	1-500	0.00
F. <u>Cover for manual</u>	1-250	0.00
G. <u>Card for manual A5</u>	1-250	0.00
H. <u>Forms</u>	1-250	0.00
I. <u>Badge</u>	1-1000	0.00
J. <u>Paper</u>	1-1000	0.00
K. <u>Envelope</u>	1-1000	0.00
L. <u>Stickers</u>	1-1000	0.00

M.	<u>Thank You Letter</u>	1-1000	0.00
N.	<u>UNHCR Profile</u>	1-1000	0.00
O.	<u>Training kit</u>	1-1000	0.00
P.	<u>Welcome kit frontliners</u>	1-1000	0.00
Q.	<u>Poster</u>	1-5000	0.00
R.	<u>Desk & Roll-up</u>	1-100	0.00
S.	<u>Christmas Materials</u>	1-1000	0.00
T.	<u>Gadgets</u>	1-1000	0.00
U.	<u>Album</u>	1-1000	0.00
V.	<u>Welcome pack</u>	1-1000	0.00
W.	<u>Agenda</u>	1-1000	0.00
SERVICE (list below the services)			
1.	Standard services as described in TOR	1	0.00
2.	Other service provided	1	0.00
*			
TOTAL			



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).

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

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

Name:
Signature:

Functional Title:
Date:

Please mail completed form to*:

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

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

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

INSTRUCTIONS FOR COMPLETION

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

Section 1:

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

Section 2:

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

29. Swift code for the account.

30. International Bank Account Number (IBAN).

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

Section 3:

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

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

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

Section 4:

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

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

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

38. Enter the name(s) of UN organizations which your company has dealt with recently. Provide the value and the year of the contract, the goods/services supplied and the country of destination of each contract. If you have had more than 5 of such contracts, please attach a separate sheet indicating the others. Documentary evidence of such contracts may be required, e.g. copies of purchase orders.

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

Section 5:

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

Section 5:

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

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

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

Section 7:

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

Section 8:

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

Section 9:

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

Section 10:

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

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

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

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

51. Please sign a self declaration stating that:

- (a) Your company is not involved in any fraudulent and corrupt activities and has not been in the past, and is not currently under any investigation for such activities which would render your company unsuitable for business dealing with UNHCR.
- (b) Your company is not on, or associated with a company or individual, groups, undertakings and entities that are on the consolidated list established and maintained by the committee established by the UN Resolution No. 1267 (www.un.org/sc/committees/1267/consolist.html)
- (c) Your company is not on, or associated with a company or individual that are subject to the list of Independent Inquiry Committee into United Nations Oil-for-food programme (www.iic-offp.org)
- (d) Your company is not currently removed, invalidated or suspended by the UN Headquarters or any of its field offices or any other UN agency Headquarters or any of their field offices.

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”)¹, shall be held in confidence by that Party and shall be handled as follows:
- 14.1 The recipient (“Recipient”) of such Information shall:
- 14.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,
- 14.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.
- 14.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 14, the Recipient may disclose Information to:
- 14.2.1 any other party with the Discloser’s prior written consent; *and*,
- 14.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:
- 14.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,
- 14.2.2.2 any entity over which the Party exercises effective managerial control; *or*,
- 14.2.2.3 for UNHCR, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

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

- 14.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of UNHCR, the Contractor will give UNHCR sufficient prior notice of a request for the disclosure of Information in order to allow UNHCR to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 14.4 UNHCR may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.
- 14.5 The Recipient shall not be precluded from disclosing Information that is (i) obtained by the Recipient without restriction from a third party who is not in breach of any obligation as to confidentiality to the owner of such Information or any other person, or (ii) disclosed by the Discloser to a third party without any obligation of confidentiality, or (iii) previously known by the Recipient, or (iv) at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 14.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

- 15.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- 15.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNHCR shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 16, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNHCR shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.
- 15.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNHCR is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

16. TERMINATION:

- 16.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 19 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.
- 16.2 UNHCR may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNHCR applicable to the performance of the Contract or the funding of UNHCR

applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNHCR may terminate the Contract without having to provide any justification therefor.

- 16.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNHCR, the Contractor shall, except as may be directed by UNHCR in the notice of termination or otherwise in writing:
- 16.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;
 - 16.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
 - 16.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNHCR and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;
 - 16.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;
 - 16.3.5 transfer title and deliver to UNHCR the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;
 - 16.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNHCR thereunder;
 - 16.3.7 complete performance of the work not terminated; *and*,
 - 16.3.8 take any other action that may be necessary, or that UNHCR may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNHCR has or may be reasonably expected to acquire an interest.
- 16.4 In the event of any termination of the Contract, UNHCR shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNHCR shall not be liable to pay the Contractor except for those goods delivered and services provided to UNHCR in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNHCR or prior to the Contractor's tendering of notice of termination to UNHCR.
- 16.5 UNHCR may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
- 16.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
 - 16.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
 - 16.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
 - 16.5.4 a receiver is appointed on account of the insolvency of the Contractor;
 - 16.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,
 - 16.5.6 UNHCR reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.
- 16.6 Except as prohibited by law, the Contractor shall be bound to compensate UNHCR for all damages and costs, including, but not limited to, all costs incurred by UNHCR in any legal or non-legal proceedings, as a result of any of the events specified in Article 16.5, above, and resulting from or relating to a termination of the

Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNHCR of the occurrence of any of the events specified in Article 16.5, above, and shall provide UNHCR with any information pertinent thereto.

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

17. **NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

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

19. **SETTLEMENT OF DISPUTES:**

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

19.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 19.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 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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