



**DOING BUSINESS WITH
THE UNITED NATIONS
HIGH COMMISSIONER FOR REFUGEES**

**SUPPLY MANAGEMENT SERVICE
UNHCR HEADQUARTERS, GENEVA**

Revised November 2007



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The goods and services required by UNHCR in support of its operations and staff around the world give rise to a wide range of opportunities for qualified vendors. The purpose of this booklet is to describe how to do business with the United Nations High Commissioner for Refugees (UNHCR). The Supply Management Service (SMS) updates this document on an annual basis to keep the interested public abreast of the developments in sourcing, procurement policy and procedures.

1. INTRODUCTION

The United Nations High Commissioner for Refugees (UNHCR) provides protection and assistance to the world's refugees and those in refugee-like situations. When UNHCR came into existence in 1951, its major challenge was resettling 1.2 million European refugees left homeless in the aftermath of World War II. In December 2006, 30.9 million people were the subject of UNHCR's concern. UNHCR looks after these people from its headquarters in Geneva and from 262 offices in 116 countries.

Refugees are people who have fled their countries because of a well-founded fear of persecution for reasons of their race, religion, nationality, political opinion, or membership in a particular social group and who cannot or do not want to return. In recent years, UNHCR has also been called upon to look beyond its strict mandate to provide help to others forced to live in refugee-like situations. Included in this category are certain groups of people internally displaced in their own country. UNHCR also assists and monitors the reintegration of refugees who have recently returned to their own countries.

UNHCR protects assists and seeks durable solutions for refugees in a variety of ways. To carry out its protection functions, it promotes adherence to international agreements on refugees and constantly monitors compliance by governments. Along with its protection role, UNHCR helps refugees by co-ordinating the provision of basic assistance such as shelter, food, water and sanitation, medical care and logistics support. Finally, UNHCR seeks durable solutions for the problems of refugees through repatriation to their homeland, integration in countries of asylum, or resettlement in a third country. In order to carry out its work, UNHCR typically works in tandem with governmental, non-governmental organisations (NGOs) and with other UN agencies.

2. FINANCING

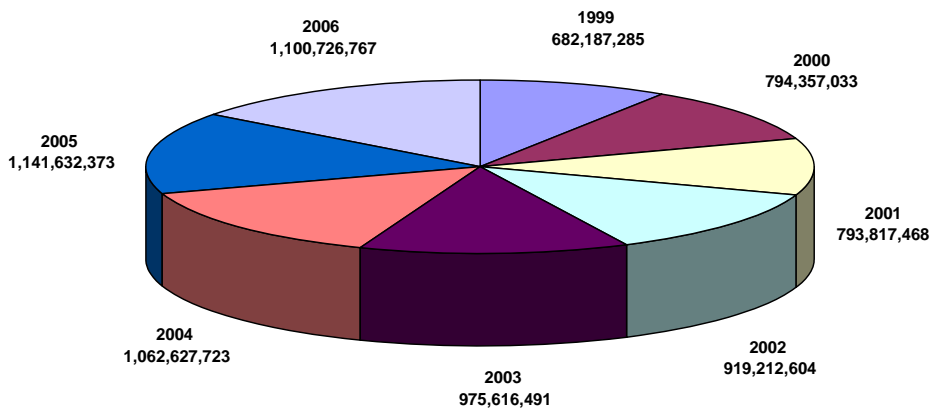
The United Nations High Commissioner for Refugees is almost entirely funded by voluntary contributions from Member States. In the last ten years (1995-2005) ten largest donors have accounted for approximately 77 percent of the contributions. Contributions are also received from non-governmental organisations, enterprises, foundations and individuals. These private sector



contributions have had an increasing impact on the funds available to UNHCR, with US\$ 21.7 million being raised in 2006. A very limited subsidy (approximately 3 percent of the total), used exclusively for administrative costs, is received from the Regular Budget of the United Nations. In-kind donations also contribute to UNHCR's programmes in the field.

Many factors influence UNHCR funding. Each October, the UNHCR Executive Committee, a body comprising some 70 Member States in 2006, reviews the programmes for the following calendar year. Programmes, however, may not be fully funded at the start of the year. The actual receipt of funds from the donors depends on national legislation and fiscal cycles. New refugee requirements may also engender funding requirements not originally foreseen. UNHCR launches special appeals throughout the year to meet emergencies as they arise. Donors may decide to earmark their contributions to meet only specific requirements of a particular programme. Thus, a programme may not be evenly funded, distorting its implementation. Finally, the material requirements of a refugee operation change constantly, depending on political developments. It is not uncommon that funds, for example, foreseen for agricultural self-sufficiency in the country of asylum are used for repatriation, if by the time the agricultural project starts, political developments in the refugee's country of origin are such that the refugees can return home.

UNHCR Voluntary Funds Expenditures in US Dollars



3. PROCUREMENT POLICY

The objective of UNHCR's procurement policy is to provide the beneficiaries or end users with appropriate quality products or services at the specified time and place and at the lowest total cost. Sourcing activities in UNHCR focus on the establishment of long-term, mutually beneficial commercial relations termed frame agreements, with a wide array of partners and suppliers. Underpinning these activities is the development and improvement of the capacity at all levels of UNHCR to identify, initiate and execute the delivery of goods and services. Time is of the essence for many of UNHCR's procurement activities. A well-prepared environment, with reliable partners, greatly facilitates the provision of required products and services.



In accordance with the basic procurement principles enunciated in the *UNHCR Manual* and relevant resolutions of the General Assembly, sources of supply should have a wide geographical distribution. For procurement not covered by frame agreements, UNHCR emphasises local procurement from developing countries, in particular, from the area of UNHCR operations, where this can be done competitively.

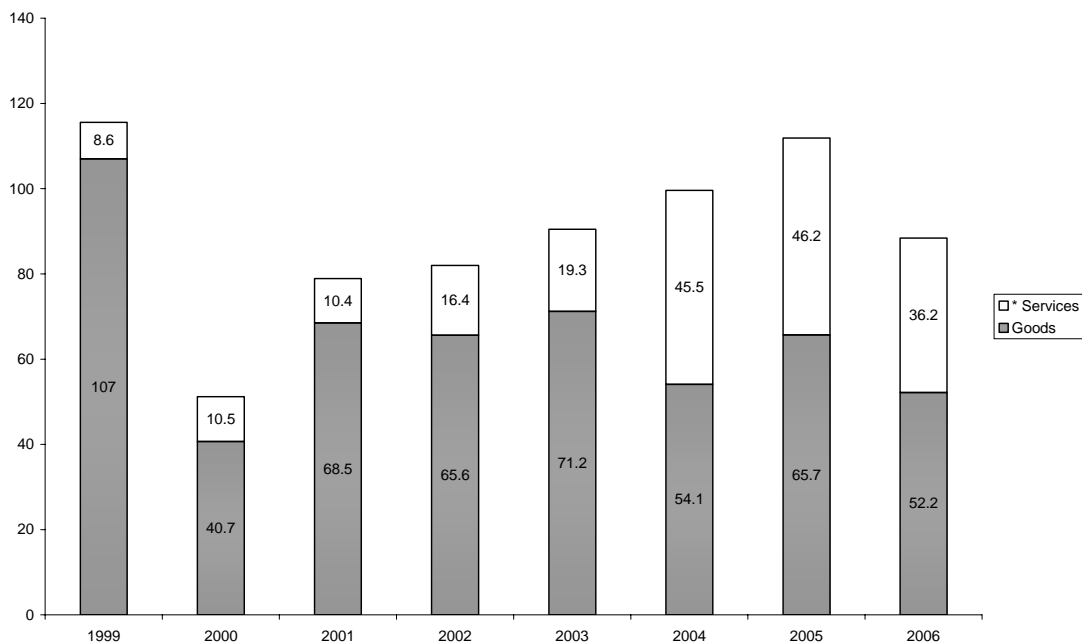
4. FINANCIAL POLICY

Whether carried out locally or internationally, all contractual arrangements are subject to the financial rules and procurement procedures established by UNHCR in line with the *Financial Regulations and Rules of the United Nations* and the *Financial Rules for Voluntary Funds Administered by the High Commissioner*. This ensures that there is a public accountability and control of financial transactions through checks and audits by internal and external bodies. Authority delegated to purchasing staff is clearly defined to enable them to act speedily in obtaining what is needed at the right time and in such a way as to obtain the best value for money in a fair and transparent manner.

5. SUPPLY MANAGEMENT SERVICE

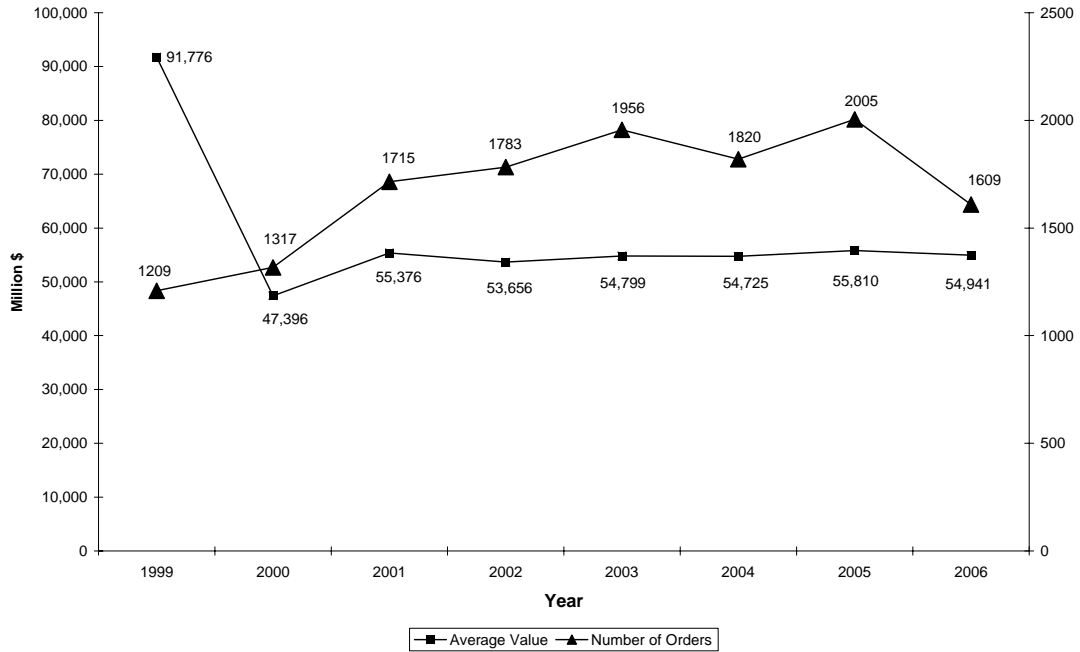
The Supply Management Service (SMS), located in Geneva, Switzerland, is responsible for the bulk of international procurement, as well as procuring the requirements of UNHCR Headquarters. SMS represents approximately 25% of UNHCR's total procurement. The primary objective of the Service is the timely and cost effective sourcing and delivery of goods and services required by the organisation. It maintains updates and disseminates policies, guidelines and procedures and promotes training based on Headquarters and field requirements. In support of UNHCR operations in the field, the Service provides procurement and logistics advice and support.

Procurement of Goods and Services in US\$





Average Amount and Number of Purchase Orders



Procurement of goods and services by UNHCR reflects the overall level of activities of the agency at Headquarters.

The chart below does not reflect the very significant quantity of food aid that UNHCR channels to refugee programmes through bilateral donations or the World Food Programme (WFP) based in Rome, Italy. In 1992, WFP assumed the role of lead agency for the mobilisation of all basic food commodities. This co-operation was reinforced in 1997 and 1998. WFP has also taken over the purchase of most supplementary foods. Food items are purchased under a memorandum of understanding with WFP for refugee situations of less than 5,000 people.

SMS has outposted regional supply officers in the offices of Nairobi, Kenya; Accra, Ghana; Pretoria, RSA and Beijing, China. These officers procure on behalf of SMS and promote revised supply management procedures, processes, training and tools, to better support UNHCR operations.

6. PROCUREMENT BY UNHCR OFFICES IN THE FIELD

To enable field operations to respond more quickly to the identified needs, UNHCR programmes benefit from a large degree of delegated authority. All field offices are authorised to undertake local and regional procurement. International procurement is requested only after a survey of the local and regional markets has confirmed that the products or services are not available under competitive supply conditions. Local/regional procurement represents approximately 25% of UNHCR's total procurement. UNHCR seeks to avoid excessive local purchases that would raise prices and create hardship for the local population. Implementing partners, typically non-governmental organisations also make purchases on



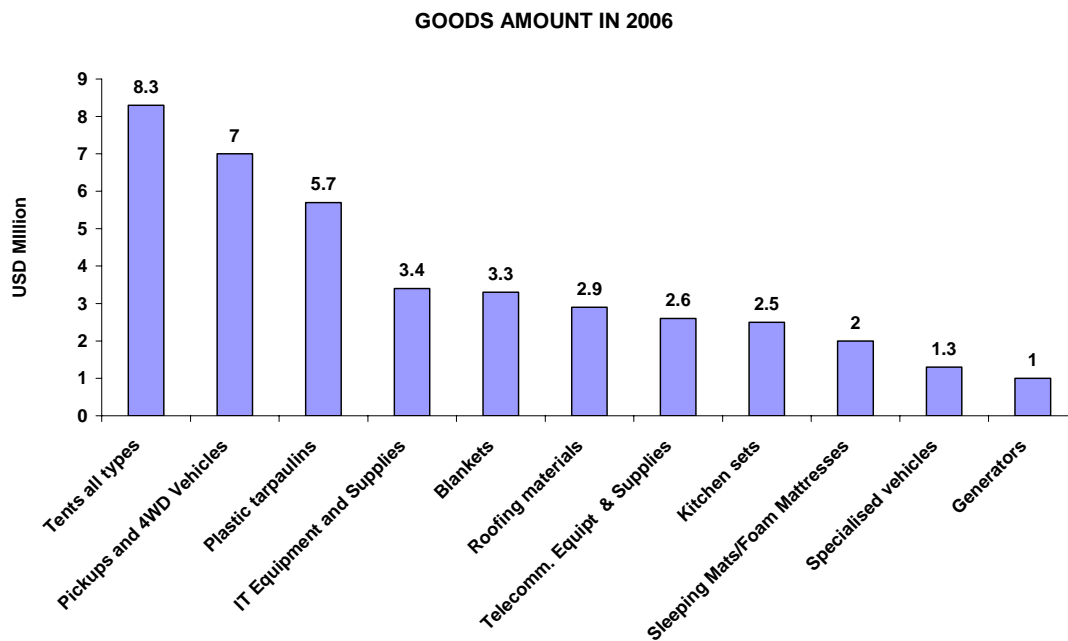
behalf of UNHCR for the activities they are implementing. This portion represents approximately 50% of UNHCR's total procurement.

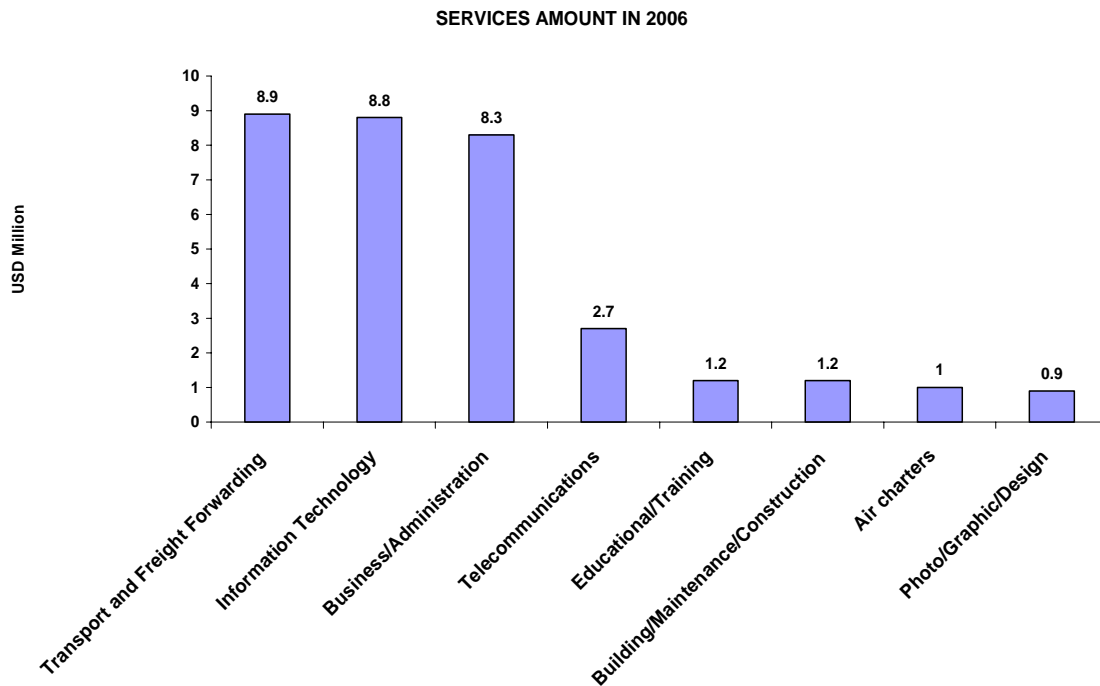
In addition to the regional officers indicated above, UNHCR has established decentralised procurement offices for major programmes requiring procurement. Such offices currently operate in: Kinshasa, DRC; Kabul, Afghanistan and Pristina, Kosovo.

The Supply Management Service does not maintain a centralised database for use by all UNHCR offices, although this is envisaged. Major procurement is co-ordinated, but vendors interested in supplying directly to specific UNHCR programmes should make contact with the local UNHCR office.

7. GOODS AND SERVICES PURCHASED

In 2006, the major items (goods and services) purchased by the Supply Management Service were:





A complete list of the most frequently purchased goods and services is provided in Annex B.

8. STRATEGIC PROCUREMENT ARRANGEMENTS

Although UNHCR operates on an annual budget, programmes are frequently not fully funded at the start of the year. Funds are commonly made available only near the time the material inputs are required in the field. Thus, the Supply Management Service does not enjoy the advantages of long procurement lead times that are desirable under optimum conditions. Emergencies, which by definition, cannot be planned well in advance and yet require an immediate response, exacerbate this problem. One of the important goals of the Supply Management Service is therefore to assure, regardless of current market conditions, that UNHCR has the capacity to respond in a timely and appropriate manner to the majority of its material requirements. In order to achieve this, UNHCR has established two working tools: emergency stockpiles and frame agreements.

1. Emergency Stockpiles

UNHCR operates a centrally controlled emergency stockpile and regional stockpiles. The Central Emergency Stockpile is presently located and operated by United Nations Children's Fund (UNICEF) in Copenhagen, Denmark, with the capacity to meet the initial requirements of an emergency operation of 250,000 beneficiaries. The stockpile contains inventories of the main relief items and four-



wheel drive vehicles. Stocks of computer and telecommunications equipment and office start-up kits are also maintained at the UNHCR Headquarters in Geneva.

The Regional Stockpiles are selected strategically to locate closer to politically unstable countries. The main items in the regional stockpiles are blankets, plastic sheeting, kitchen sets, jerrycans and plastic rolls. The Regional stocks are managed by the Regional Desks through the Regional Supply Officers who functionally report to SMS.

UNHCR currently has the following regional stockpiles:

- (a) Ngara, Tanzania - for Central Africa and the Great Lakes Region
- (b) Accra, Ghana - for West African countries
- (c) Lusaka, Zambia - for Southern African countries
- (d) Dubai, UAE - for the Middle East, Central Asia and the Horn and East Africa.

While the emergency stockpiles are primarily intended to serve at times of emergency, regular UNHCR programmes, when stock levels permit, may also order their requirements for direct delivery to mitigate the time constraints described in previous paragraphs. Over the years, the emergency stockpiles have reduced the response time to emergencies from weeks to days: literally the time that it takes to organise a charter flight or other transport.

2. Frame Agreements

Frame agreements, the term UNHCR uses for blanket contracts, ensure rapid access to products of a stable quality at fixed terms and prices. The Supply Management Service concluded its first frame agreements based on open international competition in 1996. Such agreements have proved to be very successful. Frame agreements have considerably reduced lead times and staff resources as compared to spot purchasing.

The principal characteristics of UNHCR's Frame Agreements are:

- They are generally concluded following Open International Competition (OIC). While spot purchasing procedures require that a vendor be registered with UNHCR prior to tendering, OIC is open to all interested and pre-qualified vendors.
- Agreements guarantee neither minimum nor maximum off-takes during the validity of the agreement and contractually bind the supplier to ex-stock deliveries of certain agreed quantities. Indicative historical information on prior years' purchases is provided in the tender documents. In order to reduce stock levels, and therefore the overhead costs of operating the emergency stockpiles, more and more frame agreements will include provisions for vendor managed inventory.
- Agreements are non-exclusive. In the event the supplier is unable to deliver within the required period, UNHCR will source its requirements from the market.
- Agreements are normally valid for one year, renewable, although certain service contracts have an initial validity of three years.

Frame agreements currently cover the supply of all or part of the requirements for: vehicles; blankets; tents, plastic tarpaulins and multipurpose plastic rolls;



kitchen sets; generators; ballistic armour and blankets; collapsible jerrycans, tyres and tubes; IT and telecommunications equipment; a limited range of office equipment and supplies; essential drugs and medical supplies; inspection and other professional services; consultancy services; transport and forwarding services.

In 2006 the Supply Management Service contracted up to 75% of its procurement of goods and services under frame agreements. This included light vehicles and motorcycles that are almost exclusively purchased by UNHCR directly from the manufacturers under arrangements concluded by the United Nations Development Programme/Inter-Agency Procurement Services Office (UNDP/IAPSO) on behalf of the UN system.

In view of the trend toward contracting major products and services under frame agreements, it is important for potential suppliers of these products to express an early and active interest in their wish to participate in the tendering process. In the coming years, frame agreements will assume an increasingly important place in UNHCR's international procurement. The Supply Management Service is piloting direct procurement by field offices through one of the decentralised procurement functions. When fully implemented, this development will further increase the scope of their use.

9. THE SMS COMPUTERISED PURCHASING SYSTEM

In order to reduce the procurement lead-time as much as possible, UNHCR has largely computerised the procurement process. Each step is linked in an integrated programme. Financial control mechanisms ensure that commitments remain within the approved limits: that of the supply staff member's authorised level, as well as the total approved budget.

In 2006, one of the main priorities was to implement the first modules of the Management Systems Renewal Project (MSRP), aimed at improving UNHCR's technical infrastructure in the areas of supply chain and finance, thereby enabling better strategic prioritization by UNHCR in the elaboration of its budget and allocation of resources.

The procurement system is fully integrated to the financial modules of commitment control and accounts payable. It uses comprehensive Item Master and Vendor Master Tables to define what UNHCR purchases, from whom and at what price. The Item Master defines the Item-Vendor relationship, with all prices and priority settings needed for optimum purchasing. The Vendor Master gives banking details, historical information on prior invitations to bid, contract awards and a performance evaluation. Furthermore, the system supplies a catalogue of all items for a particular vendor with all necessary purchasing details.

The effective functioning of the Supply Chain in UNHCR has benefited from the project. The new software system has brought supply and service planning, sourcing, delivery, inventory management and asset management into a more tightly integrated structure.





10. TENDERING METHODS

UNHCR commonly employs the three tendering methods described below:

(a) Open international competition (OIC)

UNHCR publishes advertisements requesting vendors to express their interest on UNHCR's web site (www.unhcr.org/supply), the United Nations' *Development Business* (www.worldbank.org/procure) and the UNDP/IAPSO *Procurement Notice* (www.iapso.org/supplying/procurement-notices.asp). The Supply Management Service also notifies, by mail, the Permanent Missions to the United Nations in Geneva to enable them to inform their national vendors. Vendors already registered with the United Nations Global Marketplace (see page 17) for the requested commodity or service, receive direct notification from the Supply Management Service.

Qualification documents are sent to all vendors expressing interest. The documents provide complete specifications or scope of work, including where applicable, any laboratory tests required to qualify the products. Only vendors meeting UNHCR's criteria are then invited to participate in the subsequent tender. OIC is very time consuming and UNHCR has consequently limited its application to the establishment of frame agreements.

(b) Limited International Competition (LIC)

This is the most common method of tendering used by the UNHCR as it is well suited to respond to the short lead times imposed by the emergency nature of much of UNHCR's procurement. As a rule, UNHCR will only consider registered vendors when establishing the short list for an Invitation to Bid (ITB), a Request for Quotations (RFQ) or a Request for Proposals (RFP).

The Supply Management Service has established criteria for use of the vendor roster to ensure fairness, transparency and equitable geographical distribution in the selection of vendors. The short list of vendors for a tender in respect of a particular product or service is created in accordance with the following criteria:

- the successful and next most competitive vendors (if any)
- newly registered vendors
- vendors from developing countries and countries in economic transition
- vendors from under-utilised or major donor countries
- vendors from the area of operation

(c) Local Competition

Local competition is similar to (b) above except that solicitation of offers is restricted to vendors located in the country or region of UNHCR's programme. The regional supply offices and field offices commonly employ this technique for their purchases.



11. INVITATION TO BID FOR GOODS

The Supply Management Service uses a computerised purchasing system to generate and fax or e-mail the tender document called the Invitation to Bid, to invite offers for goods. In the field, the document is issued manually. All purchases by the Service of goods budgeted at US\$ 20,000 or more are subject to formal competitive bidding. For procurement by UNHCR field offices, the level is US\$5,000. Below these amounts, supply staff is required to compare at least three offers in writing solicited under Request for Quotations.

The response time allowed for offers is based on the complexity of the product or service. In practice, vendors are generally given ten days to two weeks for an Invitation to Bid. In cases of extreme urgency, vendors may be required to respond in as little as 24 hours.

Vendors are instructed to make their offers by the date and hour indicated to the address or fax number stated in the invitation. Offers for all invitations budgeted at US\$ 20,000 or more that are issued by the Supply Management Service must be transmitted to the Secretary to the Committee on Contracts as instructed. Offers sent to other numbers or received after the closing will not be considered. Supply staff have no access or knowledge of the offers before the closing. After the closing, the Secretary will open and register the offers in front of witnesses, before forwarding them to the Supply Management Service.

Every Invitation to Bid will detail UNHCR's needs and require the bidder to provide the following details for goods:

- specifications
- unit and total price, including packing and handling where applicable
- delivery date and the place of loading
- place where goods may be inspected
- packing details
- packed weight and volume of goods
- transport costs, if requested
- estimated date (time) of departure and arrival, if applicable
- manufacture and expiry date, if applicable
- confirmation of requested validity of bid for acceptance

Offers for machinery and equipment should also specify the following:

- servicing facilities in the recipient country
- installation costs and time
- training of local personnel
- maintenance
- manuals



Bidders may not, for any reason, unilaterally amend any term or condition of their offer after the closing of the Invitation to Bid. Offers may only be withdrawn before the closing date. UNHCR reserves the right to accept all or only part of an offer and to make multiple awards. The SMS staff will not furnish any information concerning the acceptance or rejection of any offer to any person until a contract has been awarded. An e-mail is sent to unsuccessful bidders after a decision has been taken.

12. TENDERING SERVICES FROM CORPORATE INSTITUTIONS

UNHCR differentiates between contracting services from individual consultants and corporate institutions. The former is subject to separate procedures and is not covered in this document. The Supply Management Service is responsible for contracting services for UNHCR Headquarters from corporate institutions. As a result of the delegation of authority, the Service does not play a direct role in the contracting activities of the field offices. It does, however, provide advice and guidance in this area.

Competitive bidding via formal Request for Proposal (RFP) is required for all contracts with an estimated value of US\$ 20,000 or more. Below this amount, vendors may receive a request for quotations. Tender documents are typically sent by post to the short-listed vendors. On average, a vendor is given three weeks to make an offer, but as with goods, this time may be considerably shortened if necessary.

Offers in respect of an RFP must be addressed as follows and received by the time and date specified in the invitation:

Proposal for "XXXXX"
The Secretary, UNHCR Committee on Contracts (HQUA02)
P.O. Box 2500
CH -1211 Geneva 2 Depot
Switzerland

As with the Invitation to Bid, offers in response to a RFP that are received late or improperly addressed will not be considered.

Evaluation criteria are normally defined in the RFP and will be weighted in favour of those elements that UNHCR considers the most critical. While some requirements of the Statement of Work may be interpreted flexibly, those that are identified as mandatory must be met for a proposal to be considered responsive. Among the mandatory requirement is the project implementation plan. "Time is of the essence" for services, as well as goods, and offers that do not describe project implementation planning in concrete terms may be excluded. UNHCR and the contractor will mutually agree the implementation plan prior to award.



Offers can be received in US Dollars or local currency, although all local currencies are converted to US Dollars at the prevailing UN rate of exchange for evaluation. Reimbursable expenses incurred under a contract in a currency different to that of the contract will likewise be converted at the UN rate to the currency of the contract. Economy class travel required by the contract will be reimbursed at cost subject to a ceiling. Where *per diem* is payable, UN *per diem* rates, that cover lodging, food and miscellaneous expenses, will apply. Normal UNHCR payment terms are also applicable to service contracts, although on a case by case basis, interim payments may be authorised.

Personnel or sub-contractors provided under a UNHCR contract do not have, in any respect the status of UNHCR employees. The contractor remains fully responsible for all their work and services. Special consideration should be given by the contractor to ensure that its staff and sub-contractors, particularly those working in the developing world or areas of conflict, are adequately insured.

13. ADJUDICATION AND THE COMMITTEE ON CONTRACTS

A tabulation of bids is prepared after the Supply Management Service has received the offers. The salient points of each offer are compared. Contracts are awarded on the basis of the lowest evaluated offer best meeting the objective criteria of price, delivery and specifications. While the commitment to quality remains uncompromised, the relative weight given to price and delivery time during adjudication of the tender will vary in function of the urgency of the need. In emergencies, rapid delivery may take priority.

The Supply Management Service may place Purchase Orders or contracts of below US\$ 100,000 with the lowest acceptable bidder. Above this amount, the Service makes a recommendation to the Committee on Contracts for its review and approval. The rules of the Committee on Contracts also provide that the Committee may, on a case-by-case basis, give preferential treatment to suppliers originating from developing countries and under-utilised markets of major UNHCR donors where this is found to benefit refugees or other UNHCR activities.

The Committee on Contracts considers recommendations put forward jointly by the requesting unit, and the Supply Management Service, as well as proposals made directly by the field. Members have the authority to question any aspect of the proposed contract to satisfy that it fully meets UNHCR's requirements for product quality, competitive prices and adherence to UN and UNHCR financial rules. The UNHCR Controller chairs the Committee and its membership is drawn from senior management.

All proposals to enter into commercial contracts valued at US\$ 150,000 or more for Headquarters and US\$ 20,000 or more in the field require the approval of the Committee on Contracts. UNHCR Field Offices, under an established Local Committee on Contracts, are authorised to make purchases up to US\$ 100,000 on their own authority. All contracts greater than or equal to US\$ 100,000 unless delegated to a Regional Committee on Contracts require the approval of the Headquarters Committee on Contracts. Regional Committees on Contracts, where established have an upper limit of US\$ 500 000.



14. DOCUMENTS AND SAMPLES

Technical documents, illustrated catalogues, drawings and samples requested in an invitation to bid should be sent on a Delivery Duty Unpaid (DDU) basis or by courier directly to the UNHCR street address:

94, rue de Montbrillant
CH-1202 Geneva
Switzerland
Attn: UNHCR Supply Management Service HQSF00

UNHCR will not pay for delivery or custom clearance charges. Any invoices received from third parties for these services will be forwarded to the bidder for payment. Documents and samples should normally be received by the closing date stated in the tender document.

Samples must be clearly marked with the Invitation to Bid (ITB) or Request for Proposals (RFP) number and the bidder's trading name on the surface of the sample. The Supply Management Service does not generally keep samples after adjudication of a tender. These are donated to local charities. Requests to consider samples submitted in respect of earlier invitations therefore cannot normally be entertained. Unless a reservation is entered in writing, all samples sent for a specific bid shall bind the bidder. Please note that UNHCR does not accept unsolicited samples.

Both parties will observe the confidential nature of technical documents, drawings or samples. Bidders will bear all charges arising from requirements under their national laws to stamp and register documents or other items they submit with their offer.

15. PURCHASE ORDERS AND SERVICES CONTRACTS

Once the successful offer for goods has been selected, a Purchase Order detailing all the terms and conditions is e-mailed to the supplier. The e-mailed Purchase Order constitutes UNHCR's official order and the supplier is expected, after confirmation of the acceptance by return, to initiate action. In the absence of the vendor's written acceptance of the Purchase Order, UNHCR will consider any action by the vendor to initiate supply or performance under the order as acceptance. All UNHCR Purchases are subject to the General Conditions for the Purchase of Goods that can be found in Annex A (i) to this booklet. These terms are subject to periodic review without prior notice to the vendors.

The procedure for procurement of services is somewhat different in that UNHCR will not consider a contract to be binding until a signed original has been received at its offices. A special set of terms and conditions apply to the provision of services. These are attached as Annex A (ii) and are likewise subject to change without notice. For printing services, additional conditions are attached in Annex D.



16. GLOBAL FREIGHT AGREEMENT

The Supply Management Service has concluded Global Freight Agreements that govern most of the transport arrangements from vendors and from the UNHCR stockpiles to the final destination. The goods sent by air from HQ are handled through frame agreements with two global freighting companies. UNHCR now takes the responsibility for most shipments on a Free Carrier (FCA) or Free on Board (FOB) basis. Prior to the Global Freight Agreement (GFA), the Service awarded most contracts on Carriage Paid To (CPT) or Cost and Freight (CFR) Incoterms. The agreement thus greatly reduces the supplier's contractual responsibilities and financial exposure.

UNHCR's objective with regard to the Global Freight Agreement is to provide a more cost-effective and efficient service to UNHCR operations in the field, while taking advantage of economies of scale and ensuring greater control and coordination throughout the complete supply chain. All shipping information is centralised through a comprehensive Electronic Data Interchange (EDI) system and is distributed directly to the relevant offices. The agreement, however, is non-exclusive. Vendors may still be requested to quote freight costs for specific situations where they can arrange transport more competitively.

To mitigate the possibility of misunderstanding and subsequent dispute, all UNHCR Purchase orders are subject to Incoterms 2000. Incoterms 2000 is available from the local office of the International Chamber of Commerce (ICC).

17. PACKING

Goods frequently have to be delivered to some of the most remote parts of the world. Transporting goods to these areas requires sturdy packing to safeguard the goods as they arrive at inadequately equipped ports and proceed to refugee sites by various means such as rail, truck, barge, etc. The transport infrastructure in many areas where UNHCR operates is rudimentary at best. It is important for vendors to take particular note that although the goods that leave their premises may initially be shipped by air or in sea containers, the final transport legs may involve considerably less secure means. Packaging, therefore, has to take into account all the transport legs up to final destination. Particularly in new refugee situations where mechanical handling equipment is not always available, packing dimensions have to be suitable for manual handling at transshipment and final distribution points. Packing must additionally be designed to protect goods from extreme temperatures and humidity. Suppliers are encouraged to make recommendations to improve the packing specifications.

18. INSPECTION OF GOODS

In order to protect UNHCR from the risk of non-conforming goods being shipped to a distant place where they run the risk of being rejected, UNHCR may appoint an independent superintendent company to inspect an order. Inspection must be completed within the delivery period stated in the Purchase Order.



The inspection is carried out at UNHCR's expense during production or prior to dispatch. If however, an inspection has to be repeated due to the vendor's default, the cost of the second and any subsequent inspections for the same purchase order (or lot, if a part inspection) will be charged directly to the vendor by the inspection company. UNHCR will make every effort to assist the inspection company to ensure inspection invoice is settled by the vendor.

Pre-shipment inspection is at UNHCR's discretion and shall not otherwise affect UNHCR's right to final inspection and acceptance of all items after delivery. It does not prejudice any legal or equitable remedies that may be available to UNHCR as a result of the seller's performance under the order. By accepting to offer, the seller is presumed to have accepted inspection of the goods prior to delivery as UNHCR may require. It is emphasised that inspection prior to shipment does not relieve the seller from his contractual obligations.

19. DELIVERY AND SHIPPING ADVICE

In virtually all UNHCR contracts, "time is of the essence." Vendors are expected to adhere strictly to delivery times stipulated in the contract. The breach of this vital condition entitles UNHCR to repudiate the contract. UNHCR reserves the right to deduct liquidated damages from the vendor's invoice for late delivery. The details of the liquidated damage clause are advised at the time of the invitation to bid and included in the UNHCR General Conditions for the Purchase of Goods and General Conditions for Provision of Services.

Suppliers of CPT or CFR orders are requested to provide timely and full shipping details to consignees and the Service using the "Shipping Details Form" mailed with the Purchase Order confirmation. Shipments arranged by the UNHCR Forwarder will be advised to the consignee and the Supply Management Service by the Forwarder. It remains the responsibility of the vendor, however, to co-operate and co-ordinate delivery, in accordance with the terms of the contract, with the Forwarder.

20. HEADQUARTERS PROCUREMENT

The Supply Management Service is responsible for procurement of the goods and services required by the UNHCR Headquarters. In addition to the normal requirements such as stationery and office supplies, most IT and telecommunications equipment is delivered to Geneva for checking and configuring prior to delivery to the field. The policy is to make these purchases on a Delivered Duty Unpaid (DDU) basis, with customs clearance and house delivery charges included. The supplier remains fully responsible for the shipment until UNHCR acknowledges receipt in good order and condition. The receipt, thus endorsed, must accompany the invoice.



21. TAX EXEMPTION

Goods and services purchased by UNHCR are normally exempt from all taxes and customs duties. In rare cases, however, recipient governments may levy taxes and customs duties. In those instances, UNHCR would expect the vendor to reflect such costs in its offer, as stipulated in the tendering documents.

UNHCR is exempt from duties on its official imports into Switzerland. The Swiss customs exemption form, Form 1460, must therefore accompany shipments. This is normally obtained by the vendor's local forwarding agent from the Purchase and Transport Section of the United Nations Office in Geneva.

Purchases of goods and services from vendors domiciled in Switzerland are likewise exempt from Value Added Tax (VAT). Form A/01 will be provided with the initial purchase order to a Swiss supplier, justifying the tax-exempt status of UNHCR. The form is valid for five years. The vendor should therefore maintain it on file.

22. WARRANTIES

UNHCR requires the seller to warrant that all items furnished under a purchase order are new and unused. The seller further warrants that all the items shall conform fully to all the requirements of the order, and to approved samples, if any, be fit for the purpose intended and be free from defects in material, workmanship and/or design.

23. UNHCR POLICIES ON ANTI-PERSONNEL MINES & CHILD LABOUR

UNHCR supports an international ban on anti-personnel mines. UNHCR shall therefore not buy products from companies that sell or manufacture anti-personnel mines or components produced primarily for their operation. UNHCR also subscribes to the Convention on the Rights of the Child. Clauses, in respect of both issues, are included in our terms and conditions found in annexes A(i) and A(ii) of this document.

24. SETTLEMENT OF DISPUTES AND ARBITRATION

The policy of UNHCR is to achieve an amicable solution to disputes with its vendors. Notwithstanding, any dispute arising out of the interpretation of the terms of contract signed between UNHCR and a vendor/contractor shall, unless settled by direct negotiations, be referred to arbitration, usually in accordance with the rules of the United Nations Commission on International Trade Law (UNCITRAL). UNHCR and the vendor accept in advance to be bound by any arbitration award, rendered in accordance with the agreed procedures, as the final adjudication of any such dispute.



25. PAYMENTS

UNHCR's normal terms are payment by bank transfer within thirty days of receipt of the documents named in the purchase order in good order in Geneva. UNHCR may consider shorter periods against early payment discounts. UNHCR does not entertain requests for Letters of Credit, advance payment or assignment of payments to third parties.

The supplier's banking details that are entered into the Supply Management Service database are shared with the Treasury that is responsible for effecting payment instructions. It is therefore extremely important that this information, as indeed, all the supplier's details, are kept up to date. Purchase Orders and Service Contracts state to which account payment will be made. Vendors should ensure that this information is still current and request their accounts section to confirm any necessary amendments in writing to the Supply Management Service.

26. BUSINESS GIFTS AND HOSPITALITY

The staff of UNHCR is forbidden to accept gifts or favours of any kind, other than publicity items of a purely nominal value offered by, or on behalf of, vendors or other organisations with which the section engages or may engage in business. Examples of acceptable items are company calendars, plastic pens, key chains and diaries. If other types of gifts are received by means over which the staff member has no control, the gift will be tactfully returned or donated to charity, with notification to the vendor, as appropriate.

Modest hospitality, as a courtesy of business, may be accepted. Staff members are discouraged from meeting with suppliers outside strict business environments, although business dinners and lunches are acceptable.

27. CODE OF CONDUCT

UNHCR's capacity to ensure the protection and assistance to refugees and other persons of concern depends on the ability of its staff to uphold and promote the highest standards of ethical and professional conduct. The staff members of UNHCR are personally and collectively responsible for maintaining these standards. Managers have a particular responsibility to uphold these standards, to set a good example, and to create a working environment that supports and empowers staff.

It is recognised that UNHCR's work often puts its staff in positions of power in relation to its beneficiaries. Staff has exceptional responsibilities, accountability to different stakeholders and an obligation not to abuse this power.

The Code of Conduct focuses on individual and collective ethics and institutional integrity which can be seen as a set of principles. Whilst working in a multi-cultural environment, staff must focus on their behaviour towards colleagues and our beneficiaries. The Code of Conduct is intended to serve as an illustrative guide for staff to make ethical decisions in their professional lives, and at times in their private lives. It is a moral code that does not have the force of law. It is



designed to assist staff to better understand the obligations placed upon their conduct by the Charter of the United Nations and the Staff Regulations and Rules, which remain the only legal instruments that determine acceptable conduct in UNHCR.

28. GREEN PROCUREMENT

In April 1997, UNHCR formally established guidelines for environmentally sensitive procurement. The guidelines highlight the desirable environmental qualities of UNHCR's purchases. Basic to the guidelines is the following principle:

UNHCR's environmentally friendlier policy is to strive to purchase products and services that have less negative impact on the environment. Environmental considerations form part of the evaluation and selection criteria, which could cover, depending on goods and services to be purchased, their manufacture, transport, packaging, use and disposal.

As a first step, guidelines and specifications have been established for four groups of commodities: potentially hazardous chemicals; ozone depleting substances; office paper; and computers. Environmental criteria for additional items will be established, whenever possible, in co-operation with other UN agencies. UNHCR applies these guidelines not only to purchases, whether by UNHCR or implementing partners, but also to in-kind donations.

The SMS staff requests vendors to provide pertinent information on the environmental impact of their products with their offers. Environmental considerations will not necessarily be the over-riding factor in adjudication. For example, in an emergency, delivery may have to take precedence over all other factors. UNHCR also recognises that markets in different regions do not always provide access to more environmentally friendly alternatives at acceptable prices or delivery times. Care will therefore be exercised to ensure that the application of this policy does not systematically discriminate against markets that operate under less stringent environmental regulations. All offers are considered, but where two are substantially the same, environmental factors may be decisive in awarding the contract.

29 THE INTERNATIONAL NATURE OF UNHCR BUSINESS

The global extent of the activities of the United Nations High Commissioner for Refugees presents opportunities for firms and organisations to receive international exposure and resultant recognition that may lead to increased business. Acknowledging this fact and also taking into consideration UNHCR's unique humanitarian role, suppliers of equipment and professional services often grant preferential prices.



30. HOW TO APPLY FOR REGISTRATION WITH UNHCR AND THE UNITED NATIONS GLOBAL MARKETPLACE

Vendors, who want to apply for registration, as a potential vendor to UNHCR should fill out and submit, to UNHCR Geneva, the form in Annex C together with a copy of the latest financial statement. Incomplete submission cannot be taken into consideration.

UNHCR will also consult the United Nations Global Marketplace (UNGM) to retrieve potential vendors. This database is the collaborative effort of several UN organisations, including UNHCR and the other major buyers, to develop and maintain a UN wide database of active and potential vendors.

The United Nations, including its many affiliated organisations, represents a global market of approximately US\$ 4.6 billion annually for all types of goods and services. The UN Global Marketplace acts as a single window, through which the business community may register with the UN system providing an excellent avenue to introduce vendor goods and services to many UN organisations, countries and regions. The database facilitates the interchange of vendor information within the UN system and acts as an important procurement tool to shortlist vendors for competitive bidding

The following organisations in the UN system are users of the UNGM:

- IAEA - International Atomic Energy Agency
- IAPSO – Inter-Agency Procurement Services Office
- ILO - International Labour Organisation
- ITC - International Trade Centre
- UNDP - United Nations Development Programme
- UN/PD – United Nations Procurement Division
- UNFPA - United Nations Population Fund
- UNHCR - United Nations High Commissioner for Refugees
- UNICEF - United Nations Children’s Fund
- UNIDO – United Nations Industrial Development Organization
- UNOPS - United Nations Office for Project Services
- UNRWA - United Nations Relief and Works Agency
- WFP - World Food Programme
- WIPO – World Intellectual Property Organisation

Future developments under consideration include a wide range of capabilities, varying from links to supplier websites to generation of procurement statistics. Inter-agency co-operation in the UNGM provides a channel for improved communication between organisations in the UN System, and between the UN system and its suppliers and donor countries. Access to the UNGM is available to organisations in the UN system and the World Bank.

Suppliers who want to register in the UNGM and thereby also with UNHCR should contact the Secretariat in Copenhagen: Midtermolen 3, P.O. Box 2530, 2100 Copenhagen E, Denmark. Phone: +45.35.46.70.05, E-mail: registry@ungm.org



Suppliers will also find the required information under the following Internet address: www.ungm.org. An application is also available on-line for you to register as a vendor in the database.



ANNEXES

- Annex A (i): **General Conditions for the Purchase of Goods**
(December 2003 version)
- Annex A (ii): **General Conditions for Provision of Services**
(December 2003 version)
- Annex B: **Most Frequently Purchased Items and Services**
- Annex C: **Common Vendor Registration Form**
- Annex D: **General Conditions for Printing Services**



Annex A (i): General Conditions for the Purchase of Goods (December 2003 version)

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and Obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order including these General Conditions. No additional or inconsistent provision proposed by the Supplier shall bind UNHCR unless agreed to in writing by a duly authorised UNHCR official.

2. LEGAL STATUS

The Supplier shall be considered as having the legal status of an independent contractor vis-à-vis UNHCR. The Supplier, its personnel and sub-contractors shall not be considered in any respect as being the employees of UNHCR. The Supplier shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.

3. SOURCE OF INSTRUCTIONS

The Supplier shall neither seek nor accept instructions from any authority external to UNHCR in connection with the performance under this Contract. The Supplier shall refrain from any action which may adversely affect UNHCR and shall fulfil its commitments with the fullest regard to the interests of UNHCR.

4. EXPLOITATION AND ABUSE OF REFUGEES AND OTHER PERSONS OF CONCERN TO UNHCR

The Supplier 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 Supplier 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 Supplier 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 this Purchase Order immediately upon notice to the Supplier, at no cost to UNHCR.

5. ANTI-PERSONNEL MINES

The Supplier guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Any breach of this representation and warranty shall entitle UNHCR to terminate this Purchase Order immediately upon notice to the Supplier, at no cost to UNHCR.

6. CHILD LABOUR

The Supplier represents and warrants that neither it, nor any of its suppliers, 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*, required 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. Any breach of this representation and warranty shall entitle UNHCR to terminate this Purchase Order immediately upon notice to the Supplier, at no cost to UNHCR.

7. SUB-CONTRACTING

In the event the Supplier requires the services of a sub-contractor, the Supplier shall obtain the prior written approval of UNHCR for all sub-contractors. The Supplier shall be fully responsible for all work and services performed by its sub-contractors and suppliers, and for all acts and/or omissions of such sub-contractors and suppliers and their personnel. The approval of UNHCR of a sub-contractor shall not relieve the Supplier of any of its obligations under this Purchase Order. The terms of any sub-contract shall be subject to and conform with the provisions of this Purchase Order.

8. ASSIGNMENTS

The Supplier shall not assign, transfer, pledge or make other disposition of this Purchase Order or any part thereof or of any of the Supplier's rights, claims or obligations under this Purchase Order except with the prior written consent of UNHCR.

9. OFFICIALS NOT TO BENEFIT

The Supplier represents and warrants that no official of UNHCR has been, or shall be, offered by the Supplier any direct or indirect benefit arising from this Purchase Order or the award thereof. The Supplier agrees that breach of this provision is breach of an essential term of this Purchase Order.

10. ENCUMBRANCES/LIENS

The Supplier shall not cause or permit any lien, attachment or other encumbrance by any person or entity to be placed or to remain in any public office or with UNHCR against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Supplier.



Annex A (i): General Conditions for the Purchase of Goods (December 2003 version)

11. EXPORT LICENCE

The Purchase Order is subject to the obtaining of any export licence or other governmental authorisation that may be required. It shall be the responsibility of the Supplier to obtain such licence or authorisation. Should the Supplier encounter difficulties in obtaining the required export licence or governmental authorisation, it shall immediately bring this to the attention of UNHCR. UNHCR will, at its discretion, use its best endeavours to assist.

12. WARRANTY

The Supplier warrants the goods, including the packaging, furnished under this Purchase Order conforms to the specifications of the Purchase Order and is free from damage and defects in workmanship or materials. This warranty is without prejudice to any further guarantees that the Supplier provides to purchasers. Such guarantees shall apply to the goods subject to this Purchase Order.

13. LIQUIDATED DAMAGES

Late delivery, or dispatch outside the agreed schedule, shall be subject, without notice, to an assessment of liquidated damages equivalent to 0.1 percent of the Purchase Order value per day or part thereof. The assessment will not exceed 10 percent of the Purchase Order value. UNHCR has the right to deduct this amount from the Supplier's outstanding invoices, if any. This remedy is without prejudice to any others that may be available to UNHCR, including cancellation, for the Supplier's non-performance, breach and/or violation of any term or condition of the Purchase Order. Acceptance of goods delivered late shall not be deemed a waiver of UNHCR's rights to hold the Supplier liable for any loss and/or damage resulted therefrom, nor shall it act as a modification of the Supplier's obligation to make future deliveries in accordance with the delivery schedule.

14. REJECTION

Under the Purchase Order, UNHCR shall have the right to reject the goods or any part thereof if they do not conform to specifications.

15. INSPECTION

UNHCR or its duly accredited representatives shall have the right to inspect the goods ordered for under this Purchase Order at Supplier's stores, during manufacture, in the ports or places of shipment, and the Supplier shall provide all facilities for such inspection. UNHCR may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of UNHCR or any waiver thereof shall not prejudice the implementation of the other relevant provisions of this Purchase Order concerning obligations subscribed by the Supplier, such as warranty or specifications.

Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

16. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNHCR of the goods sold under this Purchase order does not infringe on any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNHCR and the United Nations harmless from any actions or claims brought against UNHCR and/or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

17. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNHCR shall rest with UNHCR and any such equipment shall be returned to the UNHCR at the conclusion of this Contract or when no longer needed by the Supplier. Such equipment, when returned to UNHCR, shall be in the same condition as when delivered to the Supplier, subject to normal wear and tear. The Supplier shall be liable to compensate UNHCR for equipment determined to be damaged or degraded beyond normal wear and tear.

18. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNHCR OR THE UNITED NATIONS

Unless authorised in writing by UNHCR, the Supplier shall not advertise or otherwise make public the fact that it is a Supplier to UNHCR and/or the United Nations, or use in any manner whatsoever the name, emblem or official seal of UNHCR and/or the United Nations or any abbreviation of the name of UNHCR and/or United Nations for in connection with its business or otherwise.

19. PRIVILEGES AND IMMUNITIES

Nothing contained in this Purchase Order shall be deemed a waiver, express or implied, of any privilege or immunity which UNHCR may enjoy, whether pursuant to the Convention on the Privileges and Immunities of the United Nations, or any other convention or agreement.

20. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, of which UNHCR is an integral part, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles



Annex A (i): General Conditions for the Purchase of Goods (December 2003 version)

imported or exported for its official use. In the event any governmental authority refuses to recognize UNHCR exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNHCR to determine a mutually acceptable procedure.

Accordingly, the Supplier authorises UNHCR to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNHCR before the payment thereof and UNHCR has, in each instance, specifically authorised the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNHCR with written evidence that payment of such taxes, duties or charges has been made and appropriately authorised.

21. PRIOR NEGOTIATIONS SUPERSEDED BY PURCHASE ORDER

This Purchase Order supersedes all communications, representations, arrangements, negotiations, requests for proposals and proposals related to the subject matter of this Purchase Order.

22. OVERRIDING CLAUSE

In the event of any conflict or inconsistencies between these –General Terms and Conditions for Goods or any other document which forms part of the Purchase Order these Conditions shall prevail except where they have been amended (by specific reference to the relevant clause and paragraph of these Conditions) as provided for herein.

23. AUTHORITY TO MODIFY

Pursuant to the Financial Regulations and Rules of the United Nations, only the Head of Supply Management Service possesses the authority to agree on behalf of UNHCR to any modification of or change in this Purchase Order, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Supplier. Accordingly, no modification or change in this Purchase Order shall be valid and enforceable against UNHCR unless provided by an amendment to this Purchase Order signed by the Supplier and the Head of the Supply Management Service.

24. FORCE MAJEURE: OTHER CHANGES IN CONDITIONS

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Supplier shall give notice and full particulars in writing to UNHCR, of such occurrence or change if the Supplier is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Purchase Order. The Supplier shall also notify UNHCR of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Purchase Order. On receipt of the notice required under this Article, UNHCR shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Supplier of a reasonable extension of time in which to perform its obligations under this Purchase Order.

If the Supplier is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Purchase Order, UNHCR shall have the right to suspend or terminate this Purchase Order on the same terms and conditions as are provided for in Article 26, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

Force majeure as used in this provision means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

Notwithstanding anything to the contrary in this Purchase Order, the Supplier recognises that the work and services will be performed under harsh or hostile conditions caused by civil unrest. Consequently, delays or failure to perform caused by events arising out of, or in connection with, such civil unrest shall not, in and of itself, constitute force majeure under this Purchase Order.

25. DISPUTES – ARBITRATION

Amicable Settlement The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Purchase Order 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 UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

Arbitration Any dispute, controversy or claim between the Parties arising out of this Purchase Order or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. *The place of arbitration shall be Geneva.* The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Purchase Order, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.



Annex A (i): General Conditions for the Purchase of Goods (December 2003 version)

26. TERMINATION OF PURCHASE ORDER

In the case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order including but not limited to failure to obtain necessary export licences, or failure or refusal to make delivery of all or part of the goods by the agreed delivery date or dates, UNHCR may, after giving the Supplier reasonable notice to perform without prejudice to any other rights or remedies, exercise on or more of the following rights:

Procure all or part of the goods from other sources, in which event UNHCR may hold the Supplier responsible for any excess cost occasioned thereby,

Refuse to accept delivery of all or part of the goods,

Cancel this Purchase Order without any liability for termination charges or any other liability of any kind to UNHCR.

UNHCR may terminate forthwith this Purchase Order at any time should the mandate or the funding of UNHCR be curtailed or terminated, in which case the Supplier shall be reimbursed by UNHCR for all reasonable costs incurred by the Supplier prior to receipt of the notice of termination.

27. INSOLVENCY AND BANKRUPTCY

Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNHCR may, without prejudice to any other rights and remedies, terminate this Purchase Order by giving the Supplier written notice of termination.

Should the Supplier be adjudged bankrupt, or should the Supplier make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Supplier's insolvency, UNHCR may under the terms of this Purchase Order, terminate this Purchase Order forthwith by giving the Supplier written notice of termination.

28. PAYMENT INSTRUCTIONS

UNHCR shall, on the fulfilment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment by bank transfer within thirty days of receipt of the Suppliers invoice for the goods and copies of any other documentation specified in the Purchase Order.

Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

The prices shown in this Purchase Order may not be increased except by express written agreement of UNHCR.

Documents are to be sent to the address indicated in the Purchase Order..



Annex A(ii): General Conditions for Provision of Services (December 2003 version)

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor *vis-à-vis* UNHCR. The Contractor, its personnel and sub-contractors shall not be considered in any respect as being employees of UNHCR. The Contractor shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.

2. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

3. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNHCR in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNHCR and shall fulfill its commitments with the fullest regard to the interests of UNHCR.

4. CONTRACTOR'S RESPONSIBILITY FOR ITS EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its personnel and will select, for work under this Contract, reliable persons who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

5. 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 the United Nations and from any activity which is incompatible with the aims and objectives of the United Nations and/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 this Contract immediately upon notice to the Contractor, at no cost to UNHCR.

6. ANTI-PERSONNEL MINES

The Contractor guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Any breach of this representation and warranty shall entitle UNHCR to terminate this Contract immediately upon notice to the Contractor, at no cost to UNHCR.

7. CHILD LABOUR

The Contractor represents and warrants that neither it, nor any of its suppliers 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 and physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle UNHCR to terminate this Contract immediately upon notice to the Contractor, at no cost to UNHCR.

8. SUB-CONTRACTING

In the event that the Contractor requires the services of one or more sub-contractors, the Contractor shall obtain the prior written approval of UNHCR for all sub-contractors. The Contractor shall be fully responsible for all work and services performed by its sub-contractors and suppliers, and for all acts and/or omissions of such sub-contractors and suppliers and their personnel. The approval of UNHCR of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this contract.

9. ASSIGNMENTS

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNHCR.

10. OFFICIALS NOT TO BENEFIT

The Contractor represents and warrants that no official of UNHCR has been, or shall be, offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is breach of an essential term of this Contract.

11. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person or entity to be placed or to remain in any public office or with UNHCR against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

12. EXPORT LICENCE

If the services to be furnished under this Contract require the obtaining of any export licence or other governmental authorisation, it shall be the responsibility of the Contractor to obtain such licence or authorisation. Should the Contractor encounter difficulties in obtaining the required export licence or



Annex A (ii): General Conditions for Provision of Services (December 2003 version)

governmental authorisation, it shall immediately bring this to the attention of UNHCR. UNHCR will, at its discretion, use its best endeavours to assist.

13. WARRANTY

The Contractor warrants that the services furnished under this Contract comply with the applicable professional standards.

If works have to be carried out through the services furnished under this Contract, the Contractor warrants that the works conform to the specifications and are free from damage and defects in workmanship or materials. This warranty is without prejudice to any further guarantees that the Contractor provides under this Contract.

14. INSURANCE AND LIABILITIES TO THIRD PARTIES

The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

Except for the worker's compensation insurance, the insurance policies under this Article shall:

- (a) Name UNHCR as additional insured;
- (b) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNHCR;
- (c) Provide that UNHCR shall receive thirty (30) days' written notice from the insurers prior to any cancellation or change of coverage.

The Contractor shall, upon request, provide UNHCR with satisfactory evidence of the insurance required under this provision.

15. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNHCR, its officials, agents and other persons performing services on its behalf, from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this provision do not lapse upon termination of this Contract.

UNHCR will promptly notify the Contractor of any such suit, claim, proceeding, demand or liability within a reasonable period of time after having received written notice thereof, and will reasonably co-operate with the Contractor, at the Contractor's expense, in the investigation, defence or settlement thereof, subject to the privileges and immunities of UNHCR.

16. LIQUIDATED DAMAGES

Late delivery, or dispatch outside the agreed schedule, shall be subject, without notice, to an assessment of liquidated damages equivalent to 0.1 percent of the Contract value per day or part thereof. The assessment will not exceed 10 percent of the Contract value. UNHCR has the right to deduct this amount from the Contractor's outstanding invoices, if any. This remedy is without prejudice to any others that may be available to UNHCR, including cancellation, for the Contractor's non-performance, breach or violation of any term and/or condition of the Contract. Acceptance of services or works delivered late, shall not be deemed a waiver of UNHCR's rights to hold the Contractor liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Contractor's obligation to make future deliveries in accordance with the delivery schedule.

17. REJECTION

In the case of services performed on scope of works, UNHCR shall have the right to reject the services or any part thereof if they do not conform to the scope of works.

18. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At UNHCR's request, the Contractor shall take all necessary steps, execute all necessary



Annex A (ii): General Conditions for Provision of Services (December 2003 version)

documents and generally assist in securing such proprietary rights and transferring them to UNHCR in compliance with the requirements of the applicable law.

19. INTELLECTUAL PROPERTY INFRINGEMENT

The Contractor warrants that the use or supply by UNHCR of the services furnished under this Contract does not infringe on any patent, design, trade-name or trade-mark. In addition, the Contractor shall, pursuant to this warranty, indemnify, defend and/or hold UNHCR and the United Nations harmless from any actions or claims brought against UNHCR or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the services furnished under this Contract.

20. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNHCR under this Contract to the Contractor shall rest with UNHCR and any such equipment shall be returned to the United Nations at the conclusion of this 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. The Contractor shall be liable to compensate UNHCR for equipment determined to be damaged or degraded beyond normal wear and tear.

21. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNHCR, shall be treated as confidential and shall be delivered only to the authorized officials of UNHCR on completion of work under this Contract.

The Contractor may not communicate at any time to any other person, Government or authority external to UNHCR, any information known to it by reason of its association with UNHCR which has not been made public except with the authorization of UNHCR; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

22. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNHCR OR THE UNITED NATIONS

Unless authorised in writing by UNHCR, the Contractor shall not advertise or otherwise make public the fact that it has provided services to UNHCR and/or the United Nations, or use in any manner whatsoever the name, emblem and/or official seal of UNHCR and/or the United Nations or any abbreviation of the name of UNHCR and/or the United Nations in connection with its business or otherwise.

23. PRIVILEGES AND IMMUNITIES

Nothing contained in this Contract shall be deemed a waiver, express or implied, of any privilege or immunity which UNHCR may enjoy, whether pursuant to the Convention on the Privileges and Immunities of the United Nations, or any other convention or agreement.

24. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, of which UNHCR is an integral part, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event that any governmental authority refuses to recognize UNHCR exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNHCR to determine a mutually acceptable procedure.

Accordingly, the Contractor authorises UNHCR to deduct from the Contractor's invoice 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 authorised the Contractor to pay such taxes, duties or charges under 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 authorised.

25. PRIOR NEGOTIATIONS SUPERSEDED BY CONTRACT

This Contract supersedes all communications, representations, arrangements, negotiations, requests for proposals and proposals related to the subject matter of this Contract.

26. OVERRIDING CLAUSE

In the event of any conflict or inconsistencies between these General Conditions for Provision of Services or any other document which forms part of this Contract, these Conditions shall prevail except where they have been amended (by specific reference to the relevant clause and paragraph of these Conditions) as provided for herein.

27. AUTHORITY TO MODIFY

Pursuant to the Financial Regulations and Rules of the United Nations, only the Head of the Supply Management Service possesses the authority to agree on behalf of UNHCR to any modification of or change in this 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 this Contract shall be valid and enforceable against UNHCR unless provided by an amendment to this Contract signed by the Contractor and the Head of the Supply Management Service.

28. FORCE MAJEURE



Annex A (ii): General Conditions for Provision of Services (December 2003 version)

In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Contractor shall give notice and full particulars in writing to UNHCR, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNHCR of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, UNHCR shall take such action as, at its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

If the Contractor is rendered permanently unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under this Contract, UNHCR shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 29 "Termination of Contract", except that the period of notice shall be seven (7) days instead of thirty (30) days.

Force majeure as used in this provision means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

Notwithstanding anything to the contrary in this Contract, the Contractor recognises that the works and services will be performed under harsh or hostile conditions caused by civil unrest. Consequently, delays or failure to perform caused by events arising out of, or in connection with, such civil unrest shall not, in and of itself, constitute *force majeure* under this Contract.

29. DISPUTES – ARBITRATION

Amicable Settlement The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this 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 UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

Arbitration Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. *The place of arbitration shall be Geneva.* The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

30. TERMINATION OF CONTRACT

Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 28 "Disputes - Arbitration" below shall not be deemed a termination of this Contract.

UNHCR may terminate forthwith this Contract at any time should the mandate or the funding of the Mission/Agency be curtailed or terminated, in which case the Contractor shall be reimbursed by UNHCR for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

In the event of any termination by UNHCR under this Article, no payment shall be due from UNHCR to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

31. INSOLVENCY AND BANKRUPTCY

Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, UNHCR may, without prejudice to any other rights and remedies, terminate this Contract by giving the Contractor written notice of termination.

Should the Contractor be adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, UNHCR may under the terms of this Contract, terminate this Contract forthwith by giving the Contractor written notice of termination.

32. NOTICE

Service of any notice shall be deemed to be good if sent by registered mail or fax to the addresses of both parties, set out in the heading of this Contract.

33. PAYMENT INSTRUCTIONS

UNHCR's normal terms are payment by bank transfer within thirty days of receipt of invoice in order.

Invoices are to be sent to the address indicated in the purchase order.



Annex B: Most Frequently Purchased Items and Services

AGRICULTURAL AND VETERINARY

Agricultural vehicles and accessories
Seeds
Insecticides
Agricultural hand tools

DOMESTIC NEEDS

Household appliances & fittings
Cooking & heating stoves - wood/coal
Household furniture
Soap & detergents
Kitchen sets
Blankets
Sleeping Mats
Foam mattresses
Textiles
Mosquito nets
Footwear
Refugee registration materials

WATER & ENGINEERING

Water containers: buckets and rigid and collapsible
jerry cans
Generators
Electrical equipment & supplies
Mechanical equipment & supplies
Solar equipment & supplies
Civil engineering equipment & supplies
Marine equipment & supplies
Water treatment equipment & supplies
Pillow tanks
Water pumps & distribution equipment

***FOODS**

Blended Products (**WSB, CSB)
Dried Skimmed Milk (DSM)
High Energy Biscuits
Green Tea
Yeast
Vegetable oils

MEDICAL

Medicines & drugs
Vaccines & sera
Medical equipment & supplies
Laboratory & X-ray equipment & supplies
Medical kits
Cold chain equipment
Vector control products

OFFICE SUPPLIES & EQUIPMENT

Office equipment e.g. photocopiers, fax machines,
typewriters, etc.
Stationery & office consumables
Office furniture
Polaroid films & cameras
Audio-visual equipment
& accessories
Polaroid films & cameras

IT & TELECOMMUNICATIONS EQUIPMENT

Computer: workstations and laptops
Printers
Voltage regulators & UPS
IT supplies & software
VHF & HF telecommunications equipment,
antennas & accessories

PETROLEUM PRODUCTS

Petrol/Gasoline
Diesel/Automotive Gasoline
Heating fuel
Kerosene
Engine oils and lubricants
Other fuels - coal, charcoal

SERVICES

Air charters & light aircraft/ (block hours)
Transport, Freight forwarding
Quality control & inspection
Software/Systems Development
Education/Training
Building/Construction
General Building Maintenance & lease
Postal
Information/Advertising
Design/Printing
Telecommunications
Project Management
Professional Consultancy
Software Maintenance
Equipment Maintenance & lease

SHELTER

Tents, cotton canvas
Tarpaulins, cotton canvas
Tarpaulins, reinforced plastic
Prefabricated warehouses
General building supplies, e.g. timber, roofing
sheets
Construction tools and machinery.

VEHICLES & TRANSPORT EQUIPMENT

Passenger sedans & station wagon
Four-wheel drive vehicles
Pick-ups & light commercial vehicles
Specialised vehicles, e.g. ambulances, refuse
collectors and water tankers
Heavy construction equipment
Motorcycles & bicycles
Tyre, tubes and flaps
Batteries
Vehicle spare parts
Workshop tools
Ballistic armour, helmets & fragmentation blankets
for vehicles

* Food items are purchased under a memorandum of
understanding with WFP for refugee situations of less
than 5,000 people.

**WSB – Wheat Soya Blend
CSB – Corn Soya Blend

Section 5: Other

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

Yes

No

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

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

33. Certification:

I, the undersigned, hereby accept the basic UN 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:

Name

Functional Title

Signature

Date

NOTE: Please be informed that a number of Procuring Entities of the UN system have decided not to do business with companies or any of their affiliates or subsidiaries, which engage in any practice inconsistent with the rights set forth in the convention on the Rights of the Child, regarding certain protection applicable to children performing work, or engage in the sale or manufacture of anti-personnel mines, or any significant component produced primarily for the operation thereof.

Please mail completed form to:

**United Nations High Commissioner for Refugees
Supply Management Service HQSMS00
P.O. Box 2500
CH-1211 Geneva 2 Depot
Switzerland**

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:

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. Full legal name of parent company, if any.
10. Please provide, on a separate sheet if necessary, names and addresses of all subsidiaries, associates and overseas representatives if any.
11. Please tick one box. If the last box is ticked, please specify.
12. Please tick one box. If the last box is ticked, 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.
13. Indicate the year in which the organization was established under the name shown in Item 1.
14. Indicate the total number of full-time personnel in the company.
15. Provide the license number under which the company is registered, or the State where it is registered.
16. Provide the VAT number or Tax I.D. of the company.
17. Please tick the boxes for which languages the company is able to provide technical documents. Please specify other languages.
18. Please tick the boxes for which languages the company is able to work in. Please specify other languages.
19. Provide the total annual sales for the organization for the last 3 financial years in USD millions.
20. Provide the total export sales for the organization for the last 3 financial years in USD millions.
21. Provide the full name, address and SWIFT address of the bank used by the company.
22. Provide the company's bank account number and the account name.
23. Please provide a copy of your most recent annual report or audited financial report. If available, provide a rating by Dun and Bradstreet or equivalent (specify which).
24. 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.
25. List all countries where the company has local offices or representation.
26. Indicate whether the company's products conform to national/international standards. If yes please attach copies of the certificates.
27. Please list up to 15 of the core goods/services offered. If available, provide the UNCCS code and describe them according to the UNCCS description. For each item, list the National/International Quality Standard to which it conforms.
28. 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 7 of such contracts, please attach a separate sheet indicating the others. Documentary evidence of such contracts is required, e.g. copies of purchase orders. Organizations in the UN system are: UN; UNCTAD; UNEP; UNCHS(Habitat); UNICEF; UNDP; WFP; UNHCR; UNRWA; UNFPA; UNOPS; UNU; ILO; FAO; UNESCO; ICAO; WHO; WB; IMF; UPU; ITU; WMO; IMO; WTO; WIPO; IAPSO; IFAD; UNIDO; IAEA; ITC; ECA; ECE; ECLAC; ESCAP; ESCWA, UNGM.
29. List export markets, in particular, all developing countries to which your company has exported over the last 3 years.
30. 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.a. 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.
31. 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.
32. Provide details of all national and international trade or professional organizations to which your company belongs.
33. Please read the enclosed UN General Conditions carefully, as signature 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.



For printing services, the following conditions are applicable:

1) - COMPUTERS

- Computer system must be compatible with our requirements. No 'conversion' charges will be taken into consideration by UNHCR.
- The file transfer to Postscript and/or PDF format –or other– for the CTF or the CTP, will be the supplier's responsibility. No technical protocol will be taken into consideration by UNHCR. Requesting at any point in time such a transfer will disqualify the candidate from the bidding process.
- If the printer is not in charge of the design :

Upon receipt of the diskette containing the design work, the printer must inform both UNHCR and the graphic artist – WITHIN TWO WORKING DAYS – of any problem or defects detected therein, with respect to the quality of the electronic files. Past that deadline, nor the graphic artist nor UNHCR will be liable for any problem that may arise thereafter.

2) - PRODUCTION

- In case of a sub-contract with another printer, the printer/seller remains the Project Manager and shall assume all responsibilities.
- *UNHCR has not adopted the practice of "additional/fewer copies". Only the quantity ordered and delivered may be invoiced.*

3) - DELIVERY

- Delivery notes are to be part of the documentation for the payment of invoice.
- Supplier in Switzerland: the printer/seller should advise UNHCR, no later than two days before arrival in Geneva of the delivery of the publications:
 - Mr. Guy Thomas : tel [++41 22] 7398420, fax 022 397360, e-mail thomas@unhcr.org
 - The UNHCR officer responsible for the publication, indicated in the contract.
- *The United Nations, including UNHCR, is exempt from all direct taxes and customs duties in respect of articles imported or exported for its official use.*
- Supplier outside Switzerland: the delivery date should be advised by fax or e-mail, no later than two days before delivery:
 - Mr. Guy Thomas : tel [++41 22] 7398420, fax 7397360, e-mail thomas@unhcr.org
- Supplier outside Switzerland: the administrative document to obtain duty-free customs clearance(Form 14.60) should be requested from the United Nations Office in Geneva (UNOG):
 - Mrs. Boulifa : tel [++41 22] 9173552, fax 9170015, e-mail mboulifa@unog.org
- Publications must be delivered to UNHCR main building, located 94, rue de Montbrillant, Geneva, first basement (Avenue de France service entry). The Security Staff must be requested to inform the follow:
 - Mr. Guy Thomas : tel extension (# 8420), who will take action to receive the vendor.
- The delivery notes must be signed by the UNHCR officer responsible for publications quoted in the contract. If she/he is not available, by Mr. Guy Thomas.

4) - RIGHTS

- All © to this publication belong to UNHCR.
- All work in progress relating to the document to be printed, including Ozalid copy, CD, films, etc. produced by or in the possession of the printer is the property of UNHCR. Whenever requested, the material must be returned at any time to UNHCR. No material may be destroyed without UNHCR written agreement.
- UNHCR reserves the right to control the printing process.
- UNHCR reserves the right to reduce or increase the quantity of printing.