

**UNHCR**United Nations High Commissioner for Refugees  
Haut Commissariat des Nations Unies pour les réfugiés**DATE: 10 February 2022****Closing Date for Receipt of Offers: 06 March 2022 at 23:59 Sudan time****Request for Proposal: RFP 22-UNHCR-SDNELF-SUP-RFP-0002.****The Provision, Administration and Management of Compound Maintenance, Repairs and Support Personnel in UNHCR Premises in Darfur****INTRODUCTION TO UNHCR**

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

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

**1. REQUIREMENTS**

UNHCR offices in Darfur, hereinafter referred to as "UNHCR" in the delivery of its mandate in Darfur, possesses and leases assets and infrastructure that require routing maintenance and repairs. It also requires support and other skilled and unskilled janitorial services e.g., cooking, catering, etc. for its staff guesthouses and offices. In certain situations, UNHCR may require similar services to be provided in IDP/refugee settlement areas, premises of its implementing partners and those of other UN organizations.

UNHCR is inviting proposals from reputable, self-contained, and legally registered suppliers relevant experience in the provision of personnel administration, compound maintenance and support services.

**IMPORTANT:**

Terms of Reference (TORS) containing a detailed list of premises, positions and duties are in Annex B to this document.

UNHCR may award Frame Agreement(s) with initial duration of 3 (three) years, potentially extendable for a further period of 2 (two) years, for providing services to its operations. The successful bidders will be requested to maintain their quoted price models for the duration of the Frame Agreement(s). Regular Performance appraisals to monitor the identified Key

Performance Indicators shall form part of the FA.

Please note that figures have been stated to enable bidders to have an indication of the projected requirement. They do not represent a commitment that UNHCR will purchase a minimum quantity of goods and services. Quantities may vary and will depend on the actual requirements and funds available regulated by issuance of individual Purchase Orders each of which must be acknowledged by the Contractor.

Other United Nations Agencies, Funds and Programmes shall be entitled to the same prices and terms as those contained in the offers of the successful bidder(s) and could form the basis for frame agreements separate with another UN agency.

**IMPORTANT:**

When a Frame Agreement is awarded, either party can terminate the agreement only upon 90 days (3 months) notice, in writing to the other party unless otherwise stated the Frame Agreement. The initiation of conciliation or arbitral proceedings in accordance with **article 18** "settlement of disputes" of the UNHCR General Conditions of Contracts for provision of services shall not be deemed to be a "cause" for or otherwise to be a termination clause.

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

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

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

**2. BIDDING INFORMATION:**

**2.1. RFP DOCUMENTS**

The following annexes form integral part of this RFP:

- Annex A: Calendar of Activities
- Annex B: Terms of Reference
- Annex C: Financial Offer Form (***To be completed and submitted in a separate financial proposal***)
- Annex D: Vendor Registration Form (***To be completed and submitted by vendors who are neither registered in UNGM nor with UNHCR in the technical offer***)
- Annex E: UNHCR General Conditions of Contracts for the Provision services 2018 version (***To be signed, stamped and submitted in the technical offer***)
- Annex F: UN Supplier Code of Conduct (***To be signed, stamped and submitted in the technical offer***)
- Annex G: Technical Proposal Form (***all its pages be filled signed, stamped and submitted in the technical offer***)
- Annex H: Proposal evaluation and Scoring Methodology

## **2.2. ACKNOWLEDGMENT**

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

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

## **2.3. REQUESTS FOR CLARIFICATION**

Bidders are required to submit any requests for clarification in respect of this RFP by e-mail to [SUDEFSUP@unhcr.org](mailto:SUDEFSUP@unhcr.org). The deadline for receipt of queries is **1200 Hrs. Sudan Time on 24 February 2022**. Bidders are requested to keep all questions concise.

**IMPORTANT:**

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

UNHCR may, at its discretion, copy any reply to a question to all other invited bidders. After the deadline for request for clarifications, A Questions & Answers document will be prepared and posted on the UNGM website and also shared with all bidders who have confirmed their participation in the tender.

## **2.4. YOUR OFFER**

**YOUR OFFER TECHNICAL SHALL BE PREPARED IN ENGLISH.**

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

**IMPORTANT:**

**Inclusion of copies of your offer with any correspondence sent directly to the attention of the responsible buyer or any other UNHCR staff will result in disqualification of the offer. Please send your bid directly to the address provided in the "Submission of Bid" section 2.7 of this RFP.**

Your offer shall comprise the following two sets of documents:

- Technical offer
- Financial offer

### **2.4.1. Content of the TECHNICAL OFFER**

**IMPORTANT:**

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

**The technical offer shall have 60% weightage**

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

**A. Description of the company and the company's qualifications**

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

- Year founded, certificate of incorporation.
- Organigram that denotes number of staff key personnel and their qualifications.
- If multi-Location Company kindly specify headquarters location and specify that technical support after sales services shall be provided from which office location?
- Number of similar and successfully completed projects.
- Number of similar projects currently underway.
- Total number of clients.

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

**B. Understanding of the requirements for services, proposed approach, solutions, methodology and outputs:**

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

- A description of your organization's capacity to provide the services in 05 pages maximum. It should contain a proposed methodology for meeting all the requirements. The methodology represents your understanding of the elements stipulated in the TOR and a description of how the services are supposed to be implemented in a holistic manner, in your own words. Please, indicate your acceptance/denial of the KPIs and the methodology for their monitoring and measurement described in the ToR.
- A description of your organization's experience in these services 03 pages maximum.
- Your system of managing quality of service offered.
- System for tracking complaints from client and poor performing areas
- System of managing absences and turnaround time for replacing staff who suddenly do not show up at work

**C. Experience of key personnel to carry out the assignment:**

Please include an Organogram and profiles/CVs of staff to be assigned to the contract for the administrative management of UNHCR's requirements.

**D. Schedule of experience of your firm in the provision of personnel administration and/or compound maintenance and support services.**

Please, provide a minimum of 2 (two) similar with clients (commercial/corporate or international organization in Sudan) to whom similar services were provided. The bidder's client must be contactable.

Also provide reference letters with satisfactory performance. Contracts and reference letters should be credible with official letter head, stamp and of the issuing organization. This must be clearly presented in Annex G.

**E. Financial Soundness:**

For UNHCR to be able to assess your financial standing, you must submit the bank statements or audited financial statements for the past 3 years showing a minimum annual turnover amount of USD 70,000 or equivalent in local currency.

The bank account must be in the name of your firm. If your firm operates more than one bank

account, please feel free to also submit statements from its other accounts for the periods mentioned above.

- F. Physical Presence in Sudan:** Bidders must clearly state the physical address of their established Head Quarter Office in Sudan. UNHCR reserves the right to visit unannounced for inspection.
- G. Vendor Registration Form:** If your company is not already registered with UNHCR, you should complete, sign and submit with your technical proposal the Vendor Registration Form (Annex D). If your firm is registered in UNGM at level 1 or 2, please, provide only your exact registration number together with a declaration that the information available in UNGM is fully updated.
- H. UNHCR General Conditions for Provision of Services 2018:** Your technical offer should contain your acknowledgement of the UNHCR General Conditions for Provision of Services by signing **Annex E** and/or acknowledging in the technical proposal form.
- I. UN Suppliers Code of Conduct:** Bidders must acknowledge that they will abide by the attached UN Suppliers code of Conduct in **Annex F**.

#### **2.4.2. CONTENT OF THE FINANCIAL OFFER**

UNHCR determines the net salaries and all other benefits/entitlements of the workers. Your separate Financial Offer must be expressed as **a Percentage of the monthly gross amount paid to the personnel.**

**For the purpose of financial evaluation only, the percentages (SERVICE FEE) quoted by all bidders will be converted to USD using an estimated monthly gross amount of USD 70,000.**

**For financial evaluation purposes only, all bidders' quoted percentages shall be converted to USD amounts using the USD 70,000 gross amount. Please note that this may fall to below USD 40,000 or rise above USD 70,000 without any changes to the Contractor's fee expressed as a percentage.**

**The Contractor shall maintain the quoted percentage throughout the duration of the contract. UNHCR may decide to review the benefits of the personnel, but this shall not include the percentage paid to the contractor as the contractor's fee is automatically adjusted with the gross amount paid to the personnel.**

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

**Price proposals that are in a different structure from that in Annex C shall NOT be accepted.**

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

No additional payment shall be paid by UNHCR for any arrangements held by the awarded

Company.

You are requested to hold your offer valid for **90 days** from the deadline for submission. UNHCR will make its best effort to select a supplier within this period. Price quoted in the Supplier’s offer will remain valid for the duration of the contract. UNHCR’s standard payment terms are within 30 days after satisfactory delivery of services, acceptance, verification by UNHCR and receipt of all supporting documents in order.

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

**2.5. BID EVALUATION:**

**2.5.1 Supplier Registration:**

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

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

**2.5.2 Technical and Financial evaluation:**

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

The **Technical offer** will be evaluated using inter alia the following criteria and percentage distribution: **60%** from the total score. Detailed scoring methodology is attached in Annex H to this RFP.

**Administrative/Formal criteria**

Bidders must meet all the below administrative or formal criteria to be considered for further evaluation.

Label	Criteria	Documents to be Provide	Assessment
1	Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation.	Provided business registration certificate.	Pass/Fail
2	Registration of company with Employees’ Old-Age Benefits Institution	Provide registration document	Pass/Fail
3	UNHCR General Terms and Conditions of contracts for Services acknowledged?	Carefully read, sign and return the attached annex E.	Pass/Fail
4	UN Supplier’s Code of Conduct Signed.	Carefully read, sign and return the attached annex F	Pass/Fail
5	KPIs and the methodology for their monitoring and measurement described in	If you agree state yes in annex G.	Pass/Fail

	the ToR accepted?		
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### 2.5.2.1. Functional/Technical Evaluation

Label	Criteria	Documents to be Provide	Rating
6	Understanding of the requirements for services, proposed approach, methodology to achieve the end goal, procedures, and processes to provide the scope of services	Briefly describe the firm's procedures and processes for a). Managing quality of services offered b). System for tracking and responding to complaints from client and poor performing areas c). System of managing absences and turnaround time for replacing staff who request for absences or suddenly do not show up at work	<b>30 points</b>
7	Financial Soundness	Submission of bank statements or audited financial statements for the past 3 years showing a minimum annual turnover amount of USD 50,000 or equivalent in local currency.	<b>20 points</b>
8	Proposed personnel to carry out the assignment	Organigram and profiles/CVs of staff to be assigned for administrative management of the services.	<b>20 points</b>
9	Experience of firm in the provision of similar services.	Provide a minimum of 2 contracts with clients (services to commercial/corporate establishments or international organizations) to whom similar were provided within the past 5 years. Your client must be contactable.	<b>20 points</b>
10	Performance on past and current projects	A minimum of two satisfactory letters and any performance rating scores from previous or current clients.	<b>10 points</b>

#### Technical evaluation 60%:

**Only technically qualified bidders shall be evaluated in the financial part. To be technically qualified and eligible for financial bids to be opened, bidders must fulfil the mandatory criterion - point 1 - 5 above and score at least 60 Marks from points 6 - 12.**

#### 2.6.2 Financial Evaluation:

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

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

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

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

$$\text{Total Score} = 60\% \text{ of Technical Score} + 40\% \text{ of Financial Score}$$

**Important Note:**

Award will be made to the highest overall scorer. During financial evaluation if the unit and the total rate do not tally, UNHCR shall consider the unit rate. If the sum of sub totals does not tally with the grand total, UNHCR shall consider the sub total. No cancellations are allowed on the price proposal form.

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

**2.7 SUBMISSION OF PROPOSALS:****A. By courier.**

Offers must bear your official letter head, clearly identifying your company.

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

**For the technical envelop:** Request for Proposal: RFP 22-UNHCR-SDNELF-SUP-RFP-0002  
Technical Offer

**For the financial envelop:** Request for Proposal RFP 22-UNHCR-SDNELF-SUP-RFP-0002 financial offer.

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

RFP 22-UNHCR-SDNELF-SUP-RFP-0002 Provision, Administration and Management of Compound Maintenance, Repairs and Support Personnel in UNHCR Premises in Darfur.

United Nations High Commissioner for Refugees (UNHCR) El Fasher, North Darfur, Sudan.

**A. By Email to:**

Technical offers to: [SUDEFLCT@unhcr.org](mailto:SUDEFLCT@unhcr.org)

Financial offers to: [SUDEFLECF@unhcr.org](mailto:SUDEFLECF@unhcr.org) **ONLY**

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

RFP 22-UNHCR-SDNELF-SUP-RFP-0002 - Name of your firm with the title of the attachment  
Serial number of the e-mails (example: 1/3, 2/3, 3/4). E.g., a technical offer from Company 'Z Est' who is sending a total of 2 emails will be titled as follows: RFP 22-UNHCR-SDNELF-SUP-RFP-0002 -Technical offer-1/2

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

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

**Deadline: 06 March 2022 – 23:59HRS (Sudan Time)**

## **2.8. BID ACCEPTANCE:**

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

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

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

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

## **2.9 CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS**

Any Purchase Order (PO) issued based on this RFP will be made in the currency of your offer. Payment will be made in accordance with the General Conditions of Contract for the Provision of Services and in the currency in which the PO is issued. Payments shall only be initiated after confirmation of successful completion by UNHCR business owner.

## **2.10 UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF SERVICES**

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

UNHCR Darfur Sudan

**Request for Proposal: RFP 22-UNHCR-SDNELF-SUP-RFP-0002**

Calendar of activities			
S. #	Action Description	Date	
		From	To
1	Tender available to vendors	10 February 2022	06 March 2022
2	Closing date for Queries		24 February 2022
3	Closing date for submissions		06 March 2022
4	Bid Opening and Evaluation	07 March 2022	15 March 2022
5	Approval of contract	15 March 2022	25 March 2022
6	Issuance of Contract and Purchase Order	26 March 2022	30 March 2022
7	Contract start date		1 April 2022

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

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**TERMS OF REFERENCE FOR THE PROVISION, ADMINISTRATION AND  
MANAGEMENT OF COMPOUND MAINTENANCE, REPAIRS AND SUPPORT  
PERSONNEL IN UNHCR PREMISES IN DARFUR.**

**1. BACKGROUND AND DESCRIPTION OF UNHCR'S REQUIREMENT**

UNHCR offices in Darfur, hereinafter referred to as "UNHCR" in the delivery of its mandate in Darfur, possesses and leases assets and infrastructure that require routine maintenance and repairs. It also requires support and other skilled and unskilled janitorial services e.g., cooking, catering, etc for its staff guesthouses and offices. In certain situations, UNHCR may require similar services to be provided in IDP/refugee settlement areas, premises of its implementing partners and those of other UN organisations.

UNHCR is inviting proposals from reputable, self-contained, and legally registered contractors with relevant experience in the provision of personnel administration, compound maintenance and support services.

**2. SCOPE OF WORKS AND RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall furnish all managerial and administrative duties required to deliver the minimum service level of UNHCR. The major responsibilities of the Contractor shall include, but not limit to the following:

**2.1. Personnel Management:**

**General:**

- All matters pertaining to the recruitment, screening, hiring, and retention shall be the exclusive responsibility of the Contractor in accordance with the local labor law. The Contractor shall be responsible for providing qualified, experienced, and disciplined personnel to implement the required services. The Contractor shall be required to retain the employees already engaged and providing services to UNHCR with a salary packaged to be fixed by UNHCR.
- The contractor shall issue own company contracts to the personnel. Contract clauses shall be in conformity with the labor law of Sudan and shall reflect all benefits.
- The Contractor must maintain an office with a physical address that is always open to UNHCR visits.
- The Supervisor of the staff in each team must be fluent in English Language, to ease communication between both, the contractor and UNHCR.

**2.1.1. Staffing – Insurance, Working Hours, Leaves/Terminations/Replacements & Payments:**

- The Contractor shall ensure the provision of the minimum duration of for workers under the local labor law. The Contractor shall ensure contingency arrangement and effective management of personnel assigned to perform duties under the Contract and must ensure that enough systems and structures are in place to maintain the performance requirements and advise the same to the UNHCR Admin Section in advance. Also, the contractor should be able to provide replacements when their staff are on any kind of leave. UNHCR will cover the cost on prorata basis.

- The contractor shall also ensure the monthly payment of 25% insurance covering employer's and staff's contributions.

**2.1.2. Uniform, Character and Appearance:**

- The Contractor shall ensure that staff are honest and good characters (the contractor should provide UNHCR with a certificate of good character from verified police or any other entities.
- The personnel should have a valid ID document (CNIC) and they must be at least 18 years old.
- Technically and physically fit to perform the delegated tasks.
- In good health condition. Certificate of good health condition should be provided and renewed after a duration to be determined by UNHCR.

**2.1.3. Costs breakdown:** Bidders are required to quote only for the administrative cost that must include all the Contractor's expenses required for the management of the staff. UNHCR shall provide a VAT exemption. Therefore, all invoices should be free of any tax charges (i.e., VAT, GST,)

**2.1.4. Proof of Payment and Compliance:** The contractor will be bound to submit evidence of full salary receipt certificate and provision of Social Security coverage. He shall provide documentation that the contractor pays all Government- regulated wages (to include basic minimum for each job category listed. During the duration of the contract the Contractor must show proof of historical payments of the listed benefits when required by UNHCR.

**3. RESPONSIBILITIES OF UNHCR**

- UNHCR Administration Section shall have overall responsibility for the management and implementation of the Contract.
- UNHCR Administration Section will appoint a Focal Point with the necessary authority and responsibility for the day-to-day management of the Terms and details of the Contract.
- UNHCR will provide all equipment, tools and materials required to provide the services.

**4. REPORTING AND COMMUNICATIONS:**

- Throughout the Contract duration, the Contractor shall **produce a monthly report** recording all materials received, consumed and balance.
- **Incident reporting:** The Contractor will deliver an incident report to the UNHCR Administration Section, identifying any security incident, accidents or events resulting in any injury to any Personnel, any significant loss or damage to UNHCR-owned premises, equipment, assets or property within twenty-four (24) hours of the incident.

**5. KEY PERFORMANCE INDICATORS:**

The Contractor must comply with the Key Performance Indicators (KPIs) below, which will be applied to the services covered by the Contract. The KPIs and the methodology for their monitoring and measurement shall be accepted, confirmed, and must be included in the bidders offer.

#	KPIs	Measures	Measurement Criteria	UNHCR standard	Measurement	Acceptable Performance Level (APL)
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1	Adherence to work Schedule	The contractor to follow the agreed schedule of services	No. of failures to meet compliance	Max. 3 incidents within 1 year	Month	95%
2	Personnel	Composition and availability of skilled personnel to carry out services and perform respective tasks	Number of complaints received by UNHCR	Max. 3 incidents within 1 year	Daily	99%
3	Compliance with Health and Safety regulations	Contractor shall ensure compliance with Health and Safety Regulations	Monitoring the compliance with H&S regulations	Max. 1 incidents within 1 year	Quarterly	100%

#### 5.1.1. Implications of NON-COMPLIANCE with KPIs:

The Contractor shall perform within the above indicated KPIs. Failure to perform in accordance with the requirement shall be reflected in the performance evaluation. If at any time during performance of the contract, the Contractor encounters conditions, for which UNHCR bears no responsibility, impeding timely delivery of services, the Contractor shall promptly notify the UNHCR Administration Section in writing of the incident of the delay, its likely duration and its causes. As soon as practicable after receipt of the Contractor's notice, UNHCR Administration Section shall evaluate the situation. In such an event, the Contractor shall work additional time beyond stipulated working hours as also Weekends and Holidays to achieve the completion of the task.

#### 5.1.2. Quality Assurance

UNHCR Administration Section's designated representative shall monitor and inspect the Contractor's performance and take appropriate actions to ensure that deficiencies are rectified. Work will be evaluated based on a checklist with definitions and specifications and Schedule of services. Regular inspections will be made once or twice a month, and random checks will also be made. The findings will be communicated to the contractor's focal point.

Furthermore, the UNHCR Public Health Officer will also inspect for compliance with sanitation standards. This will be done on an ad hoc basis and the findings will be made available to the contractor and discrepancies will be dealt with in accordance with the relevant conditions set out in the contract. The contractor's appointed Focal Point shall be required to meet regularly with the designated UNHCR Administration Section representative during the implementation of the contract.

#### 5.1.3. Quality Control Programme

The Contractor shall establish and follow a Quality Control Program. **An outline of the Contractor's Quality Control Plan shall be submitted with the technical proposal.** The outline plan should include a concept of operations and a quality control training program. The Contractor shall submit a complete quality control program to the UNHCR Administration Section before the commencement date of the contract. The Contractor shall implement the Quality Control Program, on the contract start date. The Contractor shall submit the updated copy of the quality control program as changes occur. Such changes may only be made in writing.

As a minimum, the quality control plan shall include the following:

- An inspection system covering all services required by the contract. This must specify the area to be inspected, on either a scheduled or unscheduled basis, how often inspection will be accomplished and titles of the individual/s who will perform the inspections.

- A method of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable.
- A method of documenting and enforcing quality control operations.
- An organization structure, which provides for quality control personnel to have direct accountability to the Contractor's top management.
- A customer complaint Programme.

Records of all inspections conducted by the Contractor shall be retained at the location/local office and will specify any corrective actions that have implemented. The Contractor shall make these documents available to UNHCR throughout the term of this contract.

The Contractor shall comply with all applicable local environmental protection laws, regulations and standards.

## 5.2. Deductions

- **Damage Indemnities:** The Contractor shall be responsible for any damage caused by its personnel to buildings, properties, installation, assets or other occupant of UNHCR property during the delivery of the services. Any incidental damages caused by the Contractor's personnel shall be repaired or replaced at the Contractor's expense.
- The Contractor shall **be responsible for poor quality of services** and should correct the said at his own expense to the satisfactory quality levels.
- If the Contractor has implemented any service with imperfect or unqualified personnel or with materials other than those made available to it, or otherwise not in accordance with the specification, the Contractor shall **bear the rectification cost**.
- UNHCR will deduct from the Contractor's due invoices the cost of any materials/consumables provided by the mission to the contractor to rectify and remedy the poor performance.

## 5.3. Safety and Security:

**General:** The Contractor must undertake all possible steps within its reasonable control to ensure that none of its proposed personnel has a criminal record, As UNHCR is undertaking sensitive operations in the area any candidate not security cleared or following a background check by the Contractor or by UNHCR is found to be inappropriate, is to be immediately replaced at no additional cost to UNHCR. The Contractor's Personnel must comply with and adhere to UNHCR's Security regulations and measures. No Personnel with police record other than minor traffic violations will be allowed to assume duties under the contract.

- **UNHCR shall not be responsible for any injury, damages or eventual losses to the contractor's personnel whilst performing services under this contract and the contractor shall relieve UNHCR for any liability because of such injury, damage or loss to the contractor's service personnel.**
- **Safety of worksite:** The Contractor and its Personnel shall maintain protected and isolated the work location to prevent injury and/or damages. Upon the contract start date, the Contractor shall initiate a Safety Program, including a Safety Training Plan for employees performing work under this contract. The plan shall include a safety orientation for all employees immediately following their employment and be repeated at least quarterly, thereafter. The contractor will have to provide security clearance/ character certificate from local police authorities of all staff selected to deliver service at UNHCR. A copy of the National Identity Card along with photograph will also be provided to UNHCR Security Section for their record.

- **Lost and found property:** In cases where the Contractor's personnel find a lost item within UNHCR premises, the same must be immediately handed over to UNHCR Security Section.
- **Conduct and Discipline:** The Contractor's Personnel must adhere to the United Nations' core values and shall respect the local laws and customs. In case a Contractor's Personnel is found guilty of any misconduct, UNHCR may at any time request in writing, the withdrawal or replacement of such personnel and such request shall not be unreasonably refused by the Contractor. Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNHCR, which shall not be unreasonably withheld. The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
- **Labor disputes:** Labor disputes shall not be regarded as a force majeure. The Contractor will remain fully responsible for implementation of the services regardless of any labor disputes which shall fall under the jurisprudence of local tribunal/labor office.
- **Emergency Medical Treatment:** The Contractor is responsible for providing own medical cover and evacuation for its personnel and shall make outside arrangements for ambulance service and for the treatment of industrial injuries. The Contractor shall always maintain first aid kits for his personnel.
- **Insurance:** The contractor shall ensure that all its Personnel are to be personally insured against injuries as well as accidents or incidents while on UNHCR premises. The contractor shall hold and provide proof of valid liability insurance during the whole period of the contract.
- **Transportation:** The Contractor shall be responsible for the transportation of its Personnel to/ and from work location.
- **Work logs:** The Contractor shall maintain a written record of works performed and shall report to the UNHCR Administration Section of any defects or deficiencies of the UNHCR premises or equipment and the need for repair and/or maintenance thereof. Negligent use, damage or destruction of any UNHCR furnished property by the Contractor or its employees, which may occasionally be provided to the Contractor, which results in, is cause for repair or replacement at the Contractor's expense. The Contractor shall, at the close of each workday, secure facilities, equipment, and supplies. UNHCR will accept no liability or claim for loss or damage to the Contractor's equipment or supplies, or personal property of the Contractor's employees.
- **Emergency or Special Events services:**

Upon notification, the contractor's personnel shall perform emergency or special event maintenance/support required in any location or offices building, area, or room covered under this contract. UNCHR Administration Section shall order cleaning services through issuance of a written delivery order for the appropriate and required work task(s).

Contractor shall begin emergency work, as determined by the contracting officer as and when required, within one hour of notification, which may be verbal. The UNHCR Administration Section or designated representative will notify the contractor as soon as a special event requirement is known, but no less than 24 hours prior to the event. Completion schedule shall be determined for each delivery order. The Contractor shall restore the site to meet or exceed original site conditions.

## 6. SCHEDULE OF REQUIREMENTS

### 6.1. Quantity

The estimated number of personnel required from the start date of the contract is shown in the table below. This number may reduce or increase depending on UNHCR's requirements.

Title	Location					Total
	El Fasher	Nyala	El Geniena	Zalingei	El Daien	
<b>GH Manager</b>	1					1
<b>Generator Mechanic/Electrician</b>	1	1	1	1	1	5
<b>Plumber</b>	1	1	1	1	1	5
<b>Cook</b>	1	1	1	1	1	5
<b>Assistant Cooks</b>	2	1	1		1	5
<b>Grand Total</b>						21

### 6.2. Positions and duties

#### **Duties of guesthouse manager: El Fasher**

- Ensure rooms are prepared prior to check-in.
- Coordinate luggage collection and storage.
- Oversee check-in and check-out procedures, including reservations and maintain guest register daily with the support of administration
- Promptly address guests requests and communicate the same to UNHCR Administration.
- Ensure utilities are functional in the guest houses 24/7 i.e., water and power.
- Ensure rooms are serviced daily and toiletries are replenished as required. And rooms are thoroughly cleaned.
- Ensure laundry is done when requested by residents and guests placed back in the rooms on the same day.
- Ensure bed lined and cleaned well and placed back in the rooms.
- Communicate to administration for any need for repairs (electrical, plumbing and equipment) etc.
- Oversee daily duties and assign tasks to technical support staff in the guest house.
- Supervise the maintenance of the garden.
- Supervise support staff, such as cooks and housekeepers.
- Ensure all areas of the guest house are well kept and clean.
- Ensure garbage is collected and disposed of, when required.
- The guest house manager is responsible for keeping track of lodging inventory and cleanliness.
- Request for guest house supplies.

#### **Duties of the Generator Mechanic/Electrician: El Fasher /Nyala/El Geneina, Zalingei, El Daien**

- Troubleshoots and repairs alternating current electrical systems on generators, automatic transfer switches, generator controls and engine related mechanical failures, and performs routine preventative maintenance, oil and filter changes and inspections on all generator and by-pass pumps.
- Maintains inventory of spare parts and initiates procurement of replacement supplies and equipment as necessary, makes cost and material estimates.
- Collects data for preventive maintenance system, maintains activity logs and completes work orders and reports as needed.

- Replace bulbs and sockets where required.
- Refuelling of generators and keeping the area clean.
- Request for fuel for use in the generator and follows up with administration for delivery.
- Performs other duties as assigned.

#### **Duties of Plumber: El Fasher /Nyala/El Geneina, Zalingei, El Daien**

- Installing, maintaining, and repairing plumbing systems and fixtures.
- Fitting and repairing various household plumbing fixtures.
- Cutting, welding, and assembling pipes, tubes, fittings, and fixtures.
- Inspecting and testing plumbing systems for safety and functionality.
- Handling guests and residents' concerns under the supervisor of the guest house manager.
- Assist in procurement of plumbing supplies in identifying and providing clear specifications.
- Ensure water reservoirs have water always in the guest house and offices.
- Troubleshooting and resolving problems.
- Any other duties as may be assigned.

#### **Duties of Cook: El Fasher /Nyala/El Geneina, Zalingei, El Daien.**

- Set up workstations with all needed ingredients and cooking equipment.
- Prepare ingredients to use in cooking (chopping and peeling vegetables, cutting meat etc.)
- Cook food in various utensils or grillers.
- Ensure great presentation by dressing dishes before they are served.
- Ensure all food and other items are stored properly.
- Check quality of ingredients.
- Prepare food items for residents and guests as requested, including special requests, in a timely and consistent manner.
- Determine food and supply needs based on rotating menus.
- Inspect food products and supplies as needed.
- Ensure work environment and stations are clean and sanitized.
- Check food before it is served.
- Control and minimize waste.
- Comply with outlined safety regulations and procedures.
- Coordinate with Guest house/cafeteria food committee on procurement of food supplies.
- Ensure proper use of kitchen equipment including crockery.
- Any other duties assigned.

#### **Duties of Assistant Cooks: El Fasher /Nyala/El Geneina, El Daien**

- To be able to move about the kitchen easily and quickly.
- To possess sufficient language skills to understand the tasks at hand.
- To be able to lift/unload/move food and supplies, lift dishes to storage location
- Use kitchen equipment safely; operate electrical and mechanical equipment
- Maintain appropriate inventory of food and supplies Operate dishwasher while maintaining appropriate temperature.
- Determine cleanliness of dishes, food-contact surfaces, and kitchen areas
- To maintain the highest level of sanitation in the kitchen.
- To perform whatever duties the cook and kitchen manager see necessary.
- To assist with serving food.
- To assist with clean-up of the kitchen.
- Bringing dishes to the dining room for lunch and dinner to set.

- To clean up after meals and ongoing cleaning to maintain the highest levels of sanitation in the kitchen.
- Dishwashing (we usually assign two kitchen workers to dishes and one to pots and pans)
- Food prep to assist the cook and baker.
- Beverage preparation i.e., bug juice, fruit juices and coffee.
- Assist with grilling, meat slicing.
- Sweeping and mopping at the end of the day.
- Any other duties assigned.

## **7. QUALIFICATION OF FIRM AND BID EVALUATION:**

### **7.1. Administrative:**

Bidders must be duly registered in Sudan and must be compliant with local labor laws. Please, include in your offer documentation that can be used to assess this. Your proposal must contain all the necessary securities prescribed in the RFP document.

### **7.2. Technical and Performance 60%**

- Experience of the firm and key management staff.
- Financial capacity of firm.
- Understanding of UNHCR's requirement and
- Scope of works evidenced by the submitting the proposed methodology and Work Plan of meeting all the requirements. The Methodology represents the contractor's understanding of the elements stipulated in the Scope of works and a description of how the services are proposed to be implemented in a holistic manner, in his/her own words.

### **7.3. Financial Proposal 40%:**

- Percentage to be charged for management, supervision, administration, and recruitment when required.

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## ANNEX C - FINANCIAL OFFER FORM

**Please use only the structure below for your financial proposal. If you quote in a different structure/format, your offer shall be rejected.**

ITEM NAME & DESCRIPTION	QTY	RATE (%)
Administration and management of compound maintenance, repairs, and support personnel in UNHCR premises. <i>(The monthly gross amount is estimated at USD 70,000)</i>	01	

Early Invoice Payment Discount if applicable. (Early payment is defined as payment within 10 days of reception of correct invoice.)	
Any other Discount if available	

NAME:	
TITLE:	
FOR AND ON BEHALF OF:	
DATE:	



# UNHCR VENDOR REGISTRATION FORM – (Rev. June 18)

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

## Section 1: Company Details and General Information

1. Company name (full legal name):	
2. Street Address:  Postal Code:                      City:  Country:	3. P.O. Box and Mailing Address:
4. Tel:	5. Fax:
6. Email:	7. Company Website:
8. Contact Name and Job Title:	
9. Email:	
10. Parent Company (Full legal / officially registered company name):	
11. Names of owner(s) and principals – Subsidiaries / Affiliates / CEO / Managing Director / Managing Member and those with controlling interests if applicable (attach a List if necessary):	
12. International Offices/Representation (Countries where the Company has local Offices/Representation):	
13. Type of Business (Mark one only): Corporate/ Limited: <input type="checkbox"/> Partnership: <input type="checkbox"/> Other (specify):	
14. Nature of Business: Manufacturer: <input type="checkbox"/> Authorised Agent: <input type="checkbox"/> Trader: <input type="checkbox"/> Consulting Company <input type="checkbox"/> Other (specify):	
15. Year Established <sup>1</sup> :	16. Number of Full-time Employees:
17. Licence no./State where registered and validity date:	18. VAT No./Tax I.D.:

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

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

<sup>1</sup> 3 years of operation is a minimum.

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

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

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

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

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

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

**Section 4: Experience**

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

<u>Organization:</u>	<u>Value:</u>	<u>Year:</u>	<u>Goods/Services Supplied:</u>	<u>Destination:</u>
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____

33. Do you have outstanding bankruptcy, judgment or pending legal action that could impair operating as a *going concern*? Yes  No   
 If available, please provide Credit Rating by Dun and Bradstreet or equivalent:

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

**Section 5: UN Global Compact Initiative**

35. Is your company aware of the UN Secretary General's Global Compact initiative, which can be viewed at <http://www.unglobalcompact.org>?  
 Yes  No   
 If yes, have you signed up to this initiative or are you going to sign up to? Please state:

**Section 6: Environment**

36. Does your Company have a written Statement of its Environmental Policy? (If yes, please attach a Copy)  
 Yes  No

37. Does your organisation hold any accreditation such as ISO 14001 related to the environment?  
 Yes  No  If yes, please attach a copy.

### Section 7: UN Supplier Code of Conduct

38. Vendor who wish to do business with UNHCR are required to comply with the UN Supplier Code of Conduct. Please download and read the [UN Supplier Code of Conduct](#).

I accept the UN Supplier Code of Conduct.

### Section 8: Official not to benefit

39. By signing this VRF, potential vendors confirm that they have read, understood and will comply with the UNHCR policy on the "zero tolerance" that strictly prohibits the acceptance of any type of gift and/or hospitality by UN staff members participating in the procurement process. Please confirm.

Yes

No

Any breach of this clause may lead to the termination of all contracts your Company may have with UNHCR and removal from the approved vendor database.

### Section 9: Others

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

41. Certification:

I, the undersigned, hereby accept the UNHCR General Conditions, a copy of which has been provided to me, and warrant that the information provided in this form is correct and, in the event of changes, details will be provided as soon as possible:

42. **Self-Declaration:** I, the undersigned, declare that:

(a) Our company is not involved in any fraudulent or corrupt activities and has not been in the past, and is not currently under any investigation for any such activities which would render our company unsuitable for business dealing with UNHCR.

(b) Our company is not on, or associated with a company or individual, groups, undertakings and entities that are on the consolidated list established and maintained by the committee established by the UN Resolution No. 1267 ([www.un.org/sc/committees/1267/consolist.html](http://www.un.org/sc/committees/1267/consolist.html)).

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

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

Name:  
Stamp and Signature:

Functional Title:  
Date:

## ADDITIONAL INFORMATION FOR COMPLETION

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

### Section 1:

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

### Section 2:

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

### Section 3:

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

### Section 4:

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

### Section 5:

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

### Section 6:

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

### Section 8:

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

### Section 9:

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



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Haut Commissariat des Nations Unies pour les réfugiés

## GENERAL CONDITIONS OF CONTRACT

### CONTRACTS FOR THE PROVISION OF SERVICES

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



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- 3.4.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNHCR, which shall not be unreasonably withheld.
- 3.4.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
- 3.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
- 3.4.5 Any request by UNHCR for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNHCR shall not bear any liability in respect of such withdrawn or replaced personnel.
- 3.4.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNHCR officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.
- 3.5 Nothing in Articles 3.2, 3.3 and 3.4, above, shall be construed to create any obligations on the part of UNHCR with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
- 3.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNHCR shall:
- 3.6.1 undergo or comply with security screening requirements made known to the Contractor by UNHCR, including but not limited to, a review of any criminal history;
- 3.6.2 when within UNHCR premises or on UNHCR property, display such identification as may be approved and furnished by UNHCR security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNHCR for cancellation.
- 3.7 Not less than one working day after learning that any of Contractor's personnel who have access to any UNHCR premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNHCR about the particulars of the charges then known and shall continue to inform UNHCR concerning all substantial developments regarding the disposition of such charges.
- 3.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNHCR premises or on UNHCR property shall be confined to areas authorized or approved by UNHCR. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNHCR premises or on UNHCR property without appropriate authorization from UNHCR.
- 4. ASSIGNMENT:**
- 4.1 Except as provided in Article 4.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNHCR. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNHCR. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under the Contract, except with the prior written consent of UNHCR. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNHCR.
- 4.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that:*



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- 4.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,
  - 4.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,
  - 4.2.3 the Contractor promptly notifies UNHCR about such assignment or transfer at the earliest opportunity; *and*,
  - 4.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNHCR following the assignment or transfer.
5. **SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNHCR. UNHCR shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNHCR reasonably considers is not qualified to perform obligations under the Contract. UNHCR shall have the right to require any subcontractor's removal from UNHCR premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.
6. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of UNHCR. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.
7. **INDEMNIFICATION:**
- 7.1 The Contractor shall indemnify, defend, and hold and save harmless, UNHCR, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNHCR, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:
    - 7.1.1 allegations or claims that the possession of or use by UNHCR of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNHCR under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,
    - 7.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.
  - 7.2 The indemnity set forth in Article 7.1.1, above, shall not apply to:
    - 7.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNHCR directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*
    - 7.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNHCR or another party acting under the direction of UNHCR made such changes.
  - 7.3 In addition to the indemnity obligations set forth in this Article 7, the Contractor shall be obligated, at its sole expense, to defend UNHCR and its officials, agents and employees, pursuant to this Article 7, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.



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7.4 UNHCR shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNHCR or any matter relating thereto, which only UNHCR itself is authorized to assert and maintain. UNHCR shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

7.5 In the event the use by UNHCR of any goods, property or services provided or licensed to UNHCR by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

7.5.1 procure for UNHCR the unrestricted right to continue using such goods or services provided to UNHCR;

7.5.2 replace or modify the goods or services provided to UNHCR, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,

7.5.3 refund to UNHCR the full price paid by UNHCR for the right to have or use such goods, property or services, or part thereof.

## 8. INSURANCE AND LIABILITY:

8.1 The Contractor shall pay UNHCR promptly for all loss, destruction, or damage to the property of UNHCR caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

8.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

8.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

8.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

8.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

8.2.4 such other insurance as may be agreed upon in writing between UNHCR and the Contractor.

8.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

8.4 The Contractor acknowledges and agrees that UNHCR accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

8.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNHCR, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:



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- 8.5.1 name UNHCR as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
  - 8.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNHCR;
  - 8.5.3 provide that UNHCR shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,
  - 8.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNHCR.
- 8.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
- 8.7 Except for any self-insurance program maintained by the Contractor and approved by UNHCR for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNHCR. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNHCR with evidence, in the form of certificate of insurance or such other form as UNHCR may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNHCR reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 8.5.3, above, the Contractor shall promptly notify UNHCR concerning any cancellation or material change of insurance coverage required under the Contract.
- 8.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.
9. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the United Nations against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNHCR.
10. **EQUIPMENT FURNISHED BY UNHCR TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNHCR to the Contractor for the performance of any obligations under the Contract shall rest with UNHCR, and any such equipment shall be returned to UNHCR at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNHCR, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNHCR for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
11. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
- 11.1 Except as is otherwise expressly provided in writing in the Contract, UNHCR shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNHCR under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNHCR.
  - 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNHCR does not and shall not claim any ownership interest thereto, and the Contractor grants to UNHCR a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.5 The Recipient shall not be precluded from disclosing Information that is (i) obtained by the Recipient without restriction from a third party who is not in breach of any obligation as to confidentiality to the owner of such Information or any other person, or (ii) disclosed by the Discloser to a third party without any obligation of confidentiality, or (iii) previously known by the Recipient, or (iv) at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### 14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

14.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

14.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNHCR shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 15, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNHCR shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

14.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNHCR is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

#### 15. TERMINATION:

15.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 18 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

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

15.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNHCR, the Contractor shall, except as may be directed by UNHCR in the notice of termination or otherwise in writing:

15.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;



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

17. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNHCR shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNHCR shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.
18. **SETTLEMENT OF DISPUTES:**
- 18.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.
- 18.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 18.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 34 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.
19. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs or of UNHCR (as a subsidiary organ of the United Nations).
20. **TAX EXEMPTION:**
- 20.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including UNHCR as one of its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNHCR from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNHCR to determine a mutually acceptable procedure.
- 20.2 The Contractor authorizes UNHCR to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNHCR before the payment thereof and UNHCR has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNHCR with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNHCR shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNHCR and paid by the Contractor under written protest.
21. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNHCR, as such obligations are set forth in vendor registration procedures.
22. **MODIFICATIONS:**
- 22.1 The Director of the Division for Emergency and Supply Management, or such other contracting authority as UNHCR has made known to the Contractor in writing, possesses the authority to agree on behalf of UNHCR to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional



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

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

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

### 23. AUDITS AND INVESTIGATIONS:

23.1 Each invoice paid by UNHCR shall be subject to a post-payment audit by auditors, whether internal or external, of UNHCR or by other authorized and qualified agents of UNHCR at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNHCR shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNHCR other than in accordance with the terms and conditions of the Contract.

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

### 24. LIMITATION ON ACTIONS:

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

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

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

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

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

**27. SEXUAL EXPLOITATION:**

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

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

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

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

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## UN SUPPLIER CODE OF CONDUCT

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

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

**International Labor Organization (ILO) Core Labor Conventions:** The Labour Conventions as established by the tripartite UN affiliated agency, the ILO, have served as the foundation on which much of this Code of Conduct is based. It is the UN's expectation that any supplier providing products or services to the UN, will adhere to the spirit of its Charter, and the core principles of the ILO Conventions. The full text of the ILO Conventions can be accessed by accessing the ILO electronic database<sup>1</sup>.

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

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

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

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

#### **Labour:**

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

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

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

#### **Human Rights:**

10. **Human Rights:** The UN expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.
11. **Harassment, Harsh or Inhumane Treatment:** The UN expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.
12. **Health and Safety:** The UN expects its suppliers to follow all relevant legislation, regulations and directives in country in which they operate to ensure a safe and healthy workplace or any other location where production or work is undertaken. At a minimum, suppliers should strive to implement recognized management systems and guidelines such as the *ILO Guidelines on Occupational Safety and Health (ILO-OSH-2001)* which can be found at ILO's website<sup>2</sup> and ensure at a minimum, reasonable access to potable water and sanitary facilities; fire safety; emergency preparedness and response; industrial hygiene; adequate lighting and ventilation; occupational injury and illness and machine safeguarding. Suppliers will also ensure these same standards apply to any dormitory or canteen facilities.
13. **Mines:** We expect UN suppliers to strive not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

#### **Environment:**

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

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

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

**Bribery & Corruption:**

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

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

**Contacts:**

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

*Request for Proposal: 22-UNHCR-SDNELF-SUP-RFP-0002*

**Annex – G**  
**Technical Proposal Form**

**Bidders Should Complete the Tables Below and Submit as Part of their Technical Offer:**

Other Information pertaining to our Quotation are as follows:	<i>Yes, we will comply OR_State, as required</i>	<i>No, we cannot comply (state as required)</i>
Your company is at least 3 years old, and you have included the registration certificate in your offer.		
You accept the KPIs and the methodology for their monitoring and measurement described in the ToR?		
Your offer is valid for at least 90 days		
You accept the UNHCR General Terms and Conditions for Services 2018 version.		
You accept to abide by the UN Supplier Code of		
Please, state your company's email address that may be used to communicate with you.		
Please, state the physical address of your Headquarters in Sudan		

**Company Name:** \_\_\_\_\_

**Authorized Person & Title:** \_\_\_\_\_

**Signature & stamp:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Request for Proposal: 22-UNHCR-SDNELF-SUP-RFP-0002*

**BIDDER'S PROPOSED APPROACH AND METHODOLOGY**

The Bidder must provide cleaning services as specified in the TOR and RFP document. An Executive summary providing the methodology to achieve the end goal, procedures, and processes to provide the scope of services.

Briefly describe the firm's procedures and processes for:

- a. Managing quality of services offered
- b. System for tracking and responding to complaints from client and poor performing areas
- c. System of managing absences and turnaround time for replacing staff who request for absences or suddenly do not show up at work

***(Expand the pages below as desired)***

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**BIDDER'S STAFFING PROPOSAL**

Category of Employee	Name	Qualifications	CV attached Please state YES/NO

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**BIDDER'S EXPERIENCE IN THE PROVISION OF SIMILAR SERVICES**

<b>Client Name</b>	<b>Contact</b>	<b>Nature of Work (Description of service performed and extent of Bidder's responsibilities)</b>	<b>Contract Value (exclusive of VAT)</b>	<b>Contract Duration start date &amp; end date</b>	<b>Signed reference letter attached (Indicate Yes/No)</b>
1.	Tel:				
	Email:				
2.	Tel:				
	Email:				
3.	Tel:				
	Email:				
4.	Tel:				
	Email:				
5.	Tel:				
	Email:				

X

Company Representative (Director/Executive)

X

Company stamp and date

**ANNEX H – FUNCTIONAL EVALUATION SCORING METHODOLOGY**

Criteria		Sub-criteria		Non-Responsive (0 - 5)	Poor (6 - 9)	Satisfactory (10 - 13)	Good (14 - 17)	Excellent (18 - 20)
<b>EXPERIENCE OF THE CLEANING SERVICE PROVIDER IN PROVIDING CLEANING SERVICES 20 marks</b>								
<b>Bidder's relevant experience</b>		<i>Previous experience on similar relevant contracts in the past 5 years</i>	Bidder must provide a list of not less than three (2) cleaning service contracts performed in the past five (5) years by current key members of the firm. Include a brief description of each contract, the time period services were performed, contact name, address and phone number of the representative of the client/property owner having knowledge of the firm's work, and the contract values for the services	** failed to address requirements/do not respond	The bidder has limited experience and has failed to demonstrate understanding of the requirements. The bidder has executed <b>less than 2</b> relevant contracts in scope and size	The bidder has relevant experience and has successfully executed <b>2-4</b> relevant contracts in scope and size	The bidder has relevant experience and has successfully executed <b>5 - 6</b> relevant contracts in scope and size.	The bidder has relevant experience and has successfully executed <b>7 and more</b> contracts in scope and size.



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Criteria	Sub-criteria		Non-Responsive (0 - 5)	Poor (6 - 9)	Satisfactory (10 - 13)	Good (14 - 17)	Excellent (18 - 20)
<b>EXPERIENCE OF KEY STAFF &amp; STAFFING PROPOSAL (20 Points)</b>							
<i>The bidder's proposed staffing plan/organogram and ability to staff the described structure with team members meeting adequate prescribed experience of your management in order to manage the administrative aspects of the services</i>		Bidder to submit an Organogram and profiles/CVs of key staff to be assigned to the contract.	** failed to address requirements/do not respond	The bidder's proposed labour structure will not meet the requirements. The organization chart is sketchy, the staffing plan is weak in important areas. The bidder has not adequately demonstrated ability to provide enough resources for management	The bidder's proposed structure will adequately meet the site requirements. The staffing plan is complete and detailed, the level and composition of the staffing arrangements are adequate and staffing is consistent with requirements. The bidder has enough resources to deliver as per requirements.	The bidder's proposed structure will adequately meet the site requirements. Besides meeting the "satisfactory" rating, staff are well balanced i.e. they show good complimentary skills, clear and defined duties and responsibilities. The bidder has enough resources to deliver as per requirements	The bidder's proposed structure will adequately meet the site requirements. The bidder has extensive necessary resources successfully deliver on the contract as required. Besides meeting the "good" rating, the proposed team is well integrated and several members have worked together extensively in the past.



**UNHCR**

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

**RFP 22-UNHCR-SDNELF-SUP-RFP-0002**

Criteria	Sub-criteria		Non-Responsive (0 -2)	Poor (3 - 4)	Satisfactory (5 – 6)	Good (7 - 8)	Excellent (9 - 10)
<b>PERFORMANCE ON PAST AND CURRENT PROJECTS (10 Points)</b>							
<i>Performance on past or current contracts (minimum of three contactable references not exceeding ten) of contracts of a similar size.</i>		Bidder to submit a list of referrals of cleaning services including references and customer satisfaction rating on the service provided in a similar environment.	** failed to address requirements/did not respond	Poor rating from clients. Contracts terminated due to non-performance. < <b>1 satisfactory references</b>	Satisfactory Rating rated by clients. Contracts executed satisfactorily to the clients expectations with not additional costs <b>2 -3 satisfactory references</b>	Good Rating from clients. Contracts executed with good quality with no additional costs. <b>4 - 5 satisfactory references</b>	Excellent Rating from clients. Contracts executed that exceeded the client requirements with no additional costs <b>&gt;5 satisfactory references</b>



**UNHCR**

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

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Criteria	Sub-criteria	Minimum Qualifying criteria	Non-Responsive (0 - 5)	Poor (6 - 14)	Satisfactory (15 - 20)	Good (21 - 25)	Excellent (26 - 30)
<b>BIDDER'S PROPOSAL TO PROVIDE SERVICES/APPROACH PAPER (30 Points)</b>							
<b><i>Bidder's proposal which responds to the proposed scope of work/specification and outlines proposed approach / methodology and work plan</i></b>	Executive summary providing the methodology to achieve the end goal, procedures and processes to provide the scope of services.	Briefly describe the firm's procedures and processes for (a) cleaning of different areas; a) Managing quality of services offered b). System for tracking and responding to complaints from client and poor performing areas c). System of managing absences and turnaround.	** failed to address requirements/did not respond	The proposal is generic and is not tailored to UNHCR's operational requirements and is unlikely to satisfy requirements. The Bidder has misunderstood certain aspects of the scope of work and does not deal with the critical aspects	The approach is specifically tailored to address the objectives. Critical areas and requirements are addressed. The approach fairly outlines quality control procedures to manage quality of outcomes and deliverables. Bidder has indicated fairly clear and practical measures to ensure availability of resources and to manage performance	The approach is specifically tailored to address the and Requirements and it demonstrates ingenuity and innovation. The approach adequately outlines quality control procedures to manage quality of outcomes and deliverables. Bidder has indicated clear and practical measures to ensure availability of resources and to manage performance.	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, the Bidder has outstanding knowledge and proposes state-of-the-art approaches. The bidder demonstrates understanding of the UNHCR sites and environment, and has addressed all functional requirements as detailed in this RFP document. The proposal provides innovative approach for the provision and management services for the UNHCR



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Criteria	Sub-criteria	Minimum qualification criteria	Non-Responsive (0 -2)	Poor (3 - 4)	Satisfactory (5 – 6)	Good (7 - 8)	Excellent (9 - 10)
<b>FINANCIAL SOUNDNESS (20 Points)</b>							
<i>Submission of bank statements or audited financial statements for the past 3 years showing a minimum annual turnover amount of USD 60,000 or equivalent in local currency.</i>		Bidder has a minimum annual turn over of USD 60,000 or equivalent in SDG	** none of the bank statements has a sum of credit lines that is up to USD 60,000 or equivalent in SDG Or Audited financial statement does not show up to USD in any of the past 3 years	Annual turn over in bank statements or audited financial statements for <b>2 of the years</b> were <b>USD 60,000 and above.</b>	Annual turn over in bank statements or audited financial statements for <b>2 of the years</b> were between <b>USD 60,000 and USD 80,000.</b>	Annual turn over in bank statements or audited financial statements for all <b>3 years</b> were <b>between USD 60,000 and USD 80,000</b>	Annual turn over in bank statements or audited financial statements for <b>all 3 years</b> were <b>above USD 80,000</b>