UNHCR SERVICE CONTRACT

FOR

WATER TRANSPORTATION AND DELIVERY SERVICES

between

THE OFFICE OF THE UNITED NATIONS
HIGH COMMISSIONER FOR REFUGEES
94 rue de Montbrillant, 1202 Geneva, Switzerland

(hereinafter referred to as “UNHCR”)

and

[NAME & ADDRESS]

(hereinafter referred to as the “Contractor”)

Preamble

WHEREAS, UNHCR wishes to retain the Contractor to supply water transportation and delivery services in accordance with the terms and conditions set forth in this Contract; and

WHEREAS, the Contractor represents that it is qualified, ready, able and willing, and possesses the necessary expertise, qualified personnel, facilities, equipment, tools, insurance and other means, to provide these services in accordance with the terms and conditions set forth in this Contract.

NOW THEREFORE, in consideration of the mutual promises and subject to the terms and conditions contained herein, UNHCR and the Contractor (the “Parties”) agree as follows:

Article 1 – Purpose

1.1 The purpose of this Contract is to provide the terms and conditions for the provision by the Contractor of water transport and delivery services as specified herein and based on the firm prices set forth in Annex C which the Contractor agrees not to increase for the duration specified herein.

Article 2 – Contract Documents

2.1 This document, together with the other named documents annexed hereto and referred to below, constitute the entire Contract (the “Contract”) between UNHCR and the Contractor:

Annex B: Description of Services and Deliverables
Annex C: Schedule of Rates and Basis of Payment
Annex D: Water Delivery Purchase Order Template
Annex E: Water Delivery Vehicle Inspection Template
Annex F: Water Delivery Vehicle Log Book Template
Annex G: Refugee Water Monitor Template
Annex H: UNHCR Water Transportation and Delivery Tender Document
Annex I: Contractor’s Bidding Document

2.2 The documents constituting this Contract are complementary of one another, but in case of ambiguities, discrepancies or inconsistencies among them, the following order of priority shall apply:
Article 3 – Contract Term

3.1 This Contract shall take effect on [date] / [the date both Parties have signed this Contract or, if the Parties have signed it on different dates, the date of the latest signature] (the “Effective Date”).

3.2 This Contract shall remain in effect until [insert date] / [the date falling [insert period of time] after the Effective Date], unless terminated earlier in accordance with the terms of this Contract.

3.3 [UNHCR may, at its sole option, extend the term of this Contract, under the same terms and conditions as set forth in this Contract, for a maximum of [insert number of additional period(s)] period(s) of up to [insert time period] each, provided that UNHCR provides written notice of its intention to do so at least [number of days] days prior to the expiration of the then current term of the Contract].

Article 4 – Contractor’s Obligations

4.1 The Contractor shall provide the secure transport of water and its equitable distribution on arrival in the assigned locations and shall perform, carry out and complete the acts, responsibilities and obligations set out in Annex B (Description of Services and Deliverables) and Annex D (Water Delivery Purchase Order / Schedule of Deliveries Template) and as otherwise required under this Contract (the “Services”).

4.2 For the entire term of this Contract, the Contractor shall maintain capacity for full perform the Services as may be required from time to time by UNHCR.

4.3 The Contractor shall provide, at its own expense, all personnel, equipment, supplies, materials, tools, transportation and other facilities required for the performance and completion of the Services.

4.4 The Contractor shall ensure that it and its personnel shall perform the Services with the necessary care and diligence, and in accordance with the highest professional standards.

Article 5 – Responsibilities of UNHCR

5.1 UNHCR may, from time to time, issue a Water Delivery Purchase Order (Annex D) pursuant to which the Contractor shall perform the Services upon the terms and conditions set out in this Contract. The Contractor shall not transport and delivery water, and UNHCR shall not be bound to accept or pay for any transport and delivery or water, unless UNHCR has issued a Water Delivery Purchase Order therefor and the other condition set out in this Contract are complied with.

5.2 The Parties agree and acknowledge that nothing in this Contract commits, nor shall be construed as committing, UNHCR to deal with the Contractor as a sole or first preferred source supplier of the Goods. This Contract is non-exclusive and UNHCR may order or have ordered the Goods set forth herein from any other source whenever UNHCR, in its sole discretion, deems it necessary or in its best interest. UNHCR reserves the rights to
enter concurrently into any additional contracts with other companies for any or all of the Goods covered by this Contract.

5.3 If access to UNHCR’s premises is required to perform and complete the Services, UNHCR shall provide the Contractor’s personnel the necessary security passes and access to areas necessary for the performance of the Services.

5.4 The Contractor acknowledges that UNHCR shall have no obligation to provide any assistance to the Contractor in performing the Services other than expressly set forth herein.

Article 6 - Fees

6.1 The fees for the transport and delivery of water in compliance with the terms and conditions of this Contract shall be calculated in accordance with the prices set out in Annex C (Schedule of Rates and Basis of Payment).

6.2 The prices set out in Annex C (Schedule of Rates and Basis of Payment) are firm and all-inclusive and the Contractor undertakes not to increase such prices for the entire duration of this Contract.

6.3 UNHCR shall not be liable to pay for any amount in excess of the amounts contained in a relevant Water Delivery Purchase Order.

6.4 In no event shall UNHCR pay the Contractor fees in an amount in excess of USD [_____] (the “Not-to-Exceed Amount”). The Not-to-Exceed Amount is an maximum amount, and the Contractor, acknowledging that incurring costs in excess of those budgeted by UNHCR is subject to the UNHCR Financial Rules and Regulations, shall not do any work, or permit any work to be done, which would result in any payment or payments by UNHCR of any fees in excess of the Not-to-Exceed Amount, without a prior valid amendment to this Agreement.

Article 7 – Payment Terms

7.1 Subject to the full and satisfactory performance of the Services, the Contractor shall issue invoices to UNHCR in accordance with the requirements of Annex C (Schedule of Rates and Basis of Payment).

7.2 Each of the Contractor’s invoices shall clearly bear reference to the purchase order number to which the invoice relates and shall be accompanied by all documents, certificates and other information required by this Contract or as otherwise reasonably requested by UNHCR.

7.3 Payments by UNHCR to the Contractor shall be paid to [such account of the Contractor as the Contractor shall notify to UNHCR in writing]/[the following account:

Bank:
Account Name:
Account number:]

7.4 The Contractor acknowledges and agrees that UNHCR may withhold payment in respect of all or part of an invoice in the event that, in the opinion of UNHCR, the Contractor has not performed its obligations in accordance with the terms of this Contract, including if it has not provided the documents, certificate or other information to accompany invoices as described in Article 7.2.

7.5 In addition to any other rights and remedies available to it, UNHCR shall have the right, without prior notice to the Contractor (any such notice being waived by the Contractor), upon any amount becoming due and payable hereunder to the Contractor, to set-off any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNHCR to the Contractor or any claim for loss or damage to UNHCR property) owing by the Contractor to UNHCR hereunder or under any other agreement between the Parties. UNHCR shall promptly notify the Contractor of such set-off and the reasons therefore, provided, however, that the failure to give such notice shall not affect the validity of such set-off.

7.6 If UNHCR disputes any invoice or a portion thereof, UNHCR shall notify the Contractor accordingly, including a brief explanation of why UNHCR disputes the invoice or portion thereof. With respect to disputes regarding only a portion of the invoice, UNHCR shall pay the Contractor the amount of the undisputed portion.
within 30 days of receipt of the Contractor’s invoice. UNHCR and the Contractor shall consult in good faith to promptly resolve outstanding issues with respect to a disputed invoice. Once a dispute regarding an invoice or a portion thereof has been resolved, UNHCR shall pay to the Contractor the relevant amount (if any) within 30 days from the date of resolution of such dispute.

7.7 The Contractor shall not be entitled to interest on any late payment or on any sums payable under this Contract, nor to any accrued interest on payments withheld by UNHCR that are subject to a dispute.

7.8 Payments made in accordance with this Article shall constitute a complete discharge of UNHCR’s obligations with respect to the relevant invoice or portion thereof.

7.9 Payments effected by UNHCR shall not relieve the Contractor of its obligations under this Contract and shall not be deemed an acceptance by UNHCR of the Contractor’s performance.

Article 8 – Review; Improper Performance

8.1 UNHCR reserves the right to review all Services performed by the Contractor under this Contract, to the extent practicable, at all reasonable places and times during the term of this Contract. UNHCR shall perform such review in a manner that will not unduly hinder the performance of the Services by the Contractor. The Contractor shall cooperate with all such reviews by UNHCR, at no cost or expense to UNHCR.

8.2 If any Services performed by the Contractor do not conform to the requirements of this Contract, without prejudice to and in addition to any of UNHCR’s rights and remedies under this Contract or otherwise, UNHCR shall have the options, to be exercised in its sole discretion:

(a) If UNHCR determines that the improper performance can be remedied by way of re-performance or other corrective measures by the Contractor, UNHCR may request the Contractor in writing to take, and the Contractor shall take, at no cost or expense to UNHCR, the measures necessary to re-perform or take other appropriate actions to remedy the improperly performed Services within 7 days of receipt of the written request from UNHCR or within such shorter period as UNHCR may have specified in the written request if emergency conditions so require, as determined by UNHCR in its sole discretion.

(b) If the Contractor does not promptly take corrective measures or if UNHCR reasonably determines that the Contractor is unable to remedy the improper performance in a timely manner, UNHCR may obtain the assistance of other entities or persons and have corrective measures taken at the cost and expense of the Contractor. In addition, in the event of UNHCR’s obtaining the assistance of other entities or persons, the Contractor shall cooperate with UNHCR and such entity or person in the orderly transfer of any Services already completed by the Contractor.

(c) If UNHCR determines, in its sole discretion, that improper performance cannot be remedied by re-performance or other corrective measures by the Contractor, UNHCR may terminate this Contract in accordance with Article 15.1 of the UNHCR General Conditions without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise.

Article 9 – Authorizations

9.1 In addition to the Contractor’s obligations under Article 21 (‘Observance of the Law’) of the UNHCR General Conditions, the Contractor shall be responsible for obtaining, at its own cost, all licenses, permits and authorizations from governmental or other authorities necessary for the performance of this Contract [including without limitation all entry/exit visas and work permits for its personnel and customs clearance for equipment and material provided by the Contractor]. UNHCR shall cooperate with the Contractor as necessary and appropriate including where appropriate by liaising with relevant authorities.

9.2 [Notwithstanding anything to the contrary herein, UNHCR’s sole obligation with respect to customs matters shall be to provide the Contractor with a documentary certificate identifying the items concerned and stating that such items are for the sole use of UNHCR. If any further documentation is required by any authority, the Contractor shall advise UNHCR and UNHCR agrees to provide reasonable assistance to the Contractor in obtaining such documents.]

Article 10 – Notices
10.1. Except as otherwise specified in this Contract, all notices and other communications between the Parties required or foreseen under this Contract shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized overnight delivery service; (iii) postage prepaid, return receipt requested or certified mail, (iv) by facsimile or (v) electronic mail, in each case transmitted to the Party for whom intended at the address, facsimile number or email address shown below or at such other address, number or email address as the intended recipient previously shall have designated by written notice given pursuant to this Contract:

If to the Contractor:

[Insert address]
Attn:
Fax:
Email:

If to UNHCR:

[Insert field address if applicable]
Attn:
Fax:

With a copy to:

[insert SISS address Geneva or Budapest]
Attn:
Fax:
Email:

10.2. Such notices or other communications shall be effective (i) when transmitted by personal delivery, on the date of actual receipt as evidenced by an acknowledgement of personal receipt; (ii) when transmitted by recognized overnight delivery service, on the date it is officially recorded as delivered to (or refused by) the intended recipient by return receipt or equivalent; when transmitted by mail on the date it is officially recorded as delivered to (or refused by) the intended recipient by return receipt or equivalent; and (iv) when delivered by facsimile, on the date of actual receipt as evidenced by a valid fax transmission confirmation sheet report; and (v) when delivery by electronic mail, on the date of actual receipt as evidenced by confirmation of receipt.

**Article 11 – Privileges and Immunities**

11.1 Nothing in or relating to this Contract or to any supplement, receipt or other document issued hereunder shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including of its subsidiary organs or of UNHCR (as a subsidiary organ of the United Nations).

**Article 12 – Miscellaneous**

12.1 If any provision of this Contract shall be held to be invalid, illegal or unenforceable (in whole or in part), the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

12.2 Headings and titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract for any purpose whatsoever.

12.3 Unless the context otherwise clearly requires all references to the singular herein shall include the plural and vice versa and references to any gender include every gender.

12.5 Any words following the words “include,” “includes”, including,” “in particular” or any similar word or expression shall be construed without limitation and according shall not limit the meaning of the words preceding them or immediately following them.

12.6 This Contract and everything herein contained shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.
IN WITNESS WHEREOF, the Parties have executed this Contract in two identical originals in counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.

For and on behalf of:  
UNHCR  

For and on behalf of:  
the Contractor

________________________________  ____________________________________
Name:  
Title:  
Date:

________________________________  ____________________________________
Name:  
Title:  
Date:
ANNEX A - GENERAL CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES

1. LEGAL STATUS OF THE PARTIES: The United Nations Office of the High Commissioner for Refugees (“UNHCR”) and the Contractor shall also each be referred to as a “Party” hereunder, and:

1.1. Pursuant, inter alia, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, UNHCR, as a subsidiary organ of the United Nations, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2. The Contractor shall have the legal status of an independent contractor vis-à-vis UNHCR, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNHCR in connection with the performance of its obligations under the Contract. Should any authority external to UNHCR seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify UNHCR in writing and provide all reasonable assistance required by UNHCR. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNHCR, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNHCR.

3. RESPONSIBILITY FOR EMPLOYEES: The following provisions shall apply:

3.1. The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

3.2. Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNHCR, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

3.3. At the option of and in the sole discretion of UNHCR:

3.3.1. the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UNHCR prior to such personnel’s performing any obligations under the Contract;

3.3.2. any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNHCR prior to such personnel’s performing any obligations under the Contract; and,

3.3.3. in cases in which, pursuant to Article 3.3.1 or 3.3.2, above, UNHCR has reviewed the qualifications of such Contractor’s personnel, UNHCR may reasonably refuse to accept any such personnel.

3.4. Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

3.4.1. UNHCR may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.

3.4.2. Any of the Contractor’s personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNHCR, which shall not be unreasonably withheld.

3.4.3. The withdrawal or replacement of the Contractor’s personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
3.4.4. All expenses related to the withdrawal or replacement of the Contractor’s personnel shall, in all cases, be borne exclusively by the Contractor.

3.4.5. Any request by UNHCR for the withdrawal or replacement of the Contractor’s personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNHCR shall not bear any liability in respect of such withdrawn or replaced personnel.

3.4.6. If a request for the withdrawal or replacement of the Contractor’s personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNHCR officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor’s personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel’s being withdrawn or replaced.

3.5. Nothing in Articles 3.2, 3.3 and 3.4, above, shall be construed to create any obligations on the part of UNHCR with respect to the Contractor’s personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

3.6. The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNHCR shall:

   3.6.1. undergo or comply with security screening requirements made known to the Contractor by UNHCR, including but not limited to, a review of any criminal history;

   3.6.2. when within UNHCR premises or on UNHCR property, display such identification as may be approved and furnished by UNHCR security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNHCR for cancellation.

3.7. Not less than one working day after learning that any of Contractor’s personnel who have access to any UNHCR premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNHCR about the particulars of the charges then known and shall continue to inform UNHCR concerning all substantial developments regarding the disposition of such charges.

3.8. All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNHCR premises or on UNHCR property shall be confined to areas authorized or approved by UNHCR. The Contractor’s personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNHCR premises or on UNHCR property without appropriate authorization from UNHCR.

4. ASSIGNMENT:

4.1. Except as provided in Article 4.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNHCR. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNHCR. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under the Contract, except with the prior written consent of UNHCR. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNHCR.

4.2. The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor’s operations, provided that:

   4.2.1. such reorganization is not the result of bankruptcy, receivership, or other similar proceedings; and,

   4.2.2. such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor’s assets or ownership interests; and,

   4.2.3. the Contractor promptly notifies UNHCR about such assignment or transfer at the earliest opportunity; and,
4.2.4. the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNHCR following the assignment or transfer.

5. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNHCR. UNHCR shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNHCR reasonably considers is not qualified to perform obligations under the Contract. UNHCR shall have the right to require any subcontractor’s removal from UNHCR premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

6. OFFICIALS NOT TO BENEFIT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of UNHCR. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.

7. INDEMNIFICATION:

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

7.1.1. allegations or claims that the possession of or use by UNHCR of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNHCR under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor’s published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,

7.1.2. any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers’ compensation.

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

7.2.1. A claim of infringement resulting from the Contractor’s compliance with specific written instructions by UNHCR directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; or

7.2.2. A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNHCR or another party acting under the direction of UNHCR made such changes.

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

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

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

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

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

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

8. INSURANCE AND LIABILITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

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

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1 Information and data that is considered by UNHCR as proprietary and confidential includes, but is not limited to, data pertaining to refugees and persons of concern to UNHCR.
action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

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

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

15. TERMINATION:

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

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

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

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

15.3.2. refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

15.3.3. place no further subcontracts or orders for materials, services, or facilities, except as UNHCR and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

15.3.4. terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

15.3.5. transfer title and deliver to UNHCR the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

15.3.6. deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNHCR thereunder;

15.3.7. complete performance of the work not terminated; and,

15.3.8. take any other action that may be necessary, or that UNHCR may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNHCR has or may be reasonably expected to acquire an interest.
15.4. In the event of any termination of the Contract, UNHCR shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNHCR shall not be liable to pay the Contractor except for those goods delivered and services provided to UNHCR in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor’s receipt of notice of termination from UNHCR or prior to the Contractor’s tendering of notice of termination to UNHCR.

15.5. UNHCR may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

15.5.1. the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

15.5.2. the Contractor is granted a moratorium or a stay, or is declared insolvent;

15.5.3. the Contractor makes an assignment for the benefit of one or more of its creditors;

15.5.4. a receiver is appointed on account of the insolvency of the Contractor;

15.5.5. the Contractor offers a settlement in lieu of bankruptcy or receivership; or,

15.5.6. UNHCR reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

15.6. Except as prohibited by law, the Contractor shall be bound to compensate UNHCR for all damages and costs, including, but not limited to, all costs incurred by UNHCR in any legal or non-legal proceedings, as a result of any of the events specified in Article 15.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNHCR of the occurrence of any of the events specified in Article 15.5, above, and shall provide UNHCR with any information pertinent thereto.

15.7. The provisions of this Article 15 are without prejudice to any other rights or remedies of UNHCR under the Contract or otherwise.

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

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

18. SETTLEMENT OF DISPUTES:

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

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

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

20. TAX EXEMPTION:

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

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

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

22. MODIFICATIONS:

22.1. The Director of the Division for Emergency and Supply Management, or such other contracting authority as UNHCR has made known to the Contractor in writing, possesses the authority to agree on behalf of UNHCR to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against UNHCR unless provided by a valid written amendment to the Contract signed by the Contractor and the Director of the Division for Emergency and Supply Management or such other contracting authority.

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

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

23. AUDITS AND INVESTIGATIONS:

23.1. Each invoice paid by UNHCR shall be subject to a post-payment audit by auditors, whether internal or external, of UNHCR or by other authorized and qualified agents of UNHCR at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNHCR shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNHCR other than in accordance with the terms and conditions of the Contract.
23.2. The Contractor acknowledges and agrees that, from time to time, UNHCR may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract. The right of UNHCR to conduct an investigation and the Contractor’s obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor’s obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNHCR access to the Contractor’s premises at reasonable times and on reasonable conditions in connection with such access to the Contractor’s personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor’s attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNHCR hereunder.

24. LIMITATION ON ACTIONS:

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

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

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

26. MINES: The Contractor warrants and represents that neither it, its parent entities (if any), nor any of the Contractor’s subsidiaries or affiliated entities (if any), is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

27. SEXUAL EXPLOITATION:

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

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

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

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

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ANNEX B - DESCRIPTION OF SERVICES AND DELIVERABLES

Set forth below are the terms and conditions for the services and deliverables required under the Contract for Water Transportation and Delivery of which this Annex B forms a part (the “Contract”). The terms and conditions set out in this Description of Services and Deliverables are binding obligations under the Contract, except for the “Guidance Notes” included in separate boxes below which are intended to provide explanatory information to the Contractor. The information in the Guidance Notes is provided without prejudice to or otherwise in limitation of the Contractor’s duties to perform its obligations under the Contract.

I. INTRODUCTION

The Contractor understands that safe drinking water is a fundamental requirement for good health and agrees that it is providing these water transportation and delivery services as method of providing a refugee and other persons of concern populations with access to life-saving quantities of safe drinking water.

II. TRANSPORT AND DELIVERY OF WATER

A. The Contractor shall supply the agreed volumes of water on a daily basis to water storage tanks in the designated refugee settlements or collection centres during the entire period of the Water Delivery Purchase Order.

B. The Contractor acknowledges that the volumes of water ordered, and delivery destinations under the Contract, are likely to vary, including increases or decreasing during the contract period, and are decided by UNHCR only.

C. The Contractor shall provide perform the transportation and delivery of water and perform the Services solely after it receipt and signed acknowledgement of a Water Delivery Purchase Order issued by UNHCR in the form included as Annex D to the Contract.

D. Upon UNHCR’s specific request, the Contractor shall adjust in a timely manner water quantities to be delivered as part of a Water Delivery Purchase Order, in a timely manner, but no later than 24 hours after receipt of notice from UNHCR.

III. WATER DELIVERY SCHEDULE

A. The Contractor shall deliver the [agreed] quantities of water each and every day to the designated locations provided in the Water Delivery Purchase Order issued by UNHCR.

B. The Contractor shall ensure the water trucking service continues uninterrupted EVERY DAY in order to maintain a constant supply of drinking water to the designated locations.

C. Notice of Rupture of Daily Services: The Contractor shall inform UNHCR immediately and without delay if there are any events or circumstances that may lead to a break in daily provision of water supply to the assigned areas.

D. Right to Terminate the Contract: If the Contractor fails to maintain uninterrupted daily services, UNHCR shall (without limitation on its other rights and remedies under the Contract) have the right to immediately terminate the Contract for cause and to engage another service provider.

IV. ACCEPTANCE BY UNHCR OF DELIVERY

Acceptance by UNHCR of delivery of water shall be evidenced by counter-signing each and every delivery by the authorized and designated UNHCR site focal point in the Water Delivery Vehicle Log Book (Annex F).

V. REPORTING REQUIREMENTS.

A. The Contractor shall record all the daily data of water trucking operations in the Water Delivery Vehicle Log Book (Annex F) to be kept with every vehicle for spot checks by UNHCR.
B. All Water Delivery Vehicle Log Book pages must contain an original signature of the driver at the bottom of every page and the original signature of the approved UNHCR delivery point representative for every delivery.

C. The information recorded in the Water Delivery Vehicle Log Book shall be summarized by the Contractor in a Weekly Delivery Report to be submitted to UNHCR.
   i) The total amount of water delivered during the reporting period.
   ii) The total amount of water delivered per day during the reporting period.
   iii) The total amount of water that has been delivered per truck during the reporting period.
   iv) The total amount of water delivered per site during the reporting period.

D. All Weekly Delivery Reports must be submitted to UNHCR with photocopies (or electronic scans) of all Water Delivery Vehicle Log Book (Annex F) entries for the reporting period.

E. UNHCR will proceed to the validation of Weekly Delivery Reports that will be used to as the basis for invoices for payments issued by the Contractor to UNHCR. The total values provided in the summary document should equate to the sum of the values provided in the daily driver logs.

VI. UNHCR TECHNICAL FOCAL PERSON

The Contractor agrees that UNHCR will designate a UNHCR Technical Focal Person who is authorized to perform acts on behalf of UNHCR with respect to the ordering or acceptance of water deliveries, the certification of invoices for payment and the monitoring and the Contractor’s performance under the Contract. The UNHCR Technical Focal Person is not authorized to enter into any supplements, amendments, addendums or other modifications of the Contract, including in particular any modifications to the Contract relating to prices or to modes of transport.

VII. WATER SOURCES

All water sources must be approved by the UNHCR Technical Focal Person and the Contractor and shall be recorded in writing in the relevant Water Delivery Purchase Order. Primary source water needs to be always agreed by UNHCR staff, to guarantee the water quality.

GUIDANCE NOTE
Appropriate water sources include town drinking water supplies, groundwater boreholes, or directly from a bulk water supplier at the point of water treatment. Untreated surface sources should be avoided.

VIII. WATER QUALITY

A. The Contractor shall ensure that the water provided is safe for drinking in accordance with the WHO Drinking Water Quality Guidelines and/or the applicable National Drinking Water Standards.

B. The Contractor shall only provide drinking water from sources accepted and approved by UNHCR as described in the Water Delivery Purchase Order.

C. In addition, all drinking water supplied must be treated prior to delivery to ensure that it is:
   - clear (NTU < 5); and
   - disinfected with chlorine (free residual chlorine in the range 0.2 – 2.0 milligrams per litre).

D. At UNHCR’s discretion, periodic and ad-hoc tests of water quality will be conducted by UNHCR or a third party designated by UNHCR.

E. The Contractor shall ensure the safety chain of water tanking (e.g. through routine cleaning and disinfection of the water tanker reservoir in addition to testing for residual chlorine at the source before loading and all stages of handling and transportation up to the point of delivery).

F. The portable water shall be fully secured for safe transportation and unloading in its final destination to avoid any contamination under all weather and road conditions;
GUIDANCE NOTE
To ensure that water contains adequate levels of disinfection, a chlorine test should first be undertaken to determine levels present. If the chlorine level is not adequate, chlorine should be added to the water load prior to carting, to ensure safety.

HOW DO I MEASURE THE CHLORINE?
A chlorine test kit, such as a swimming pool kit can be used to check the chlorine at the point of supply. The amount of chlorine that is available for disinfection is usually measured as ‘free chlorine’ and is also known as ‘available chlorine’. A ‘combined chlorine’ test should be performed for chlorinated supplies. Combined chlorine is formed when free chlorine reacts with ammonia.

Measure the chlorine in the source water, either at the filling point or if more practical, from the tank. Measure the chlorine in the tank if chlorine has been added.

HOW MUCH CHLORINE SHOULD I ADD?
Where insufficient chlorine is present, chlorine disinfection can be boosted with:

- 8 grams (one dessert spoon) of calcium hypochlorite (granular or powdered chlorine) at 65% strength per 10,000 L of water to give a rise of 0.5 mg/L of chlorine, or
- 40 mL of sodium hypochlorite (liquid chlorine) at 12.5% strength per 10,000 L of water to give a rise of 0.5 mg/L of chlorine.

HOW DO I OBTAIN CHLORINE?
Sodium hypochlorite and calcium hypochlorite can be purchased from supermarkets, hardware stores and swimming pool suppliers. Check the label to be sure the strength is correct.

The required amount of chlorine can be added to clean water in a plastic bucket. Do not pour water into chlorine, always add chlorine to water. Prepare the chlorine in the open air. Use the appropriate personal protective equipment. Add the chlorine partway through refilling the tank so that it mixes through the water. If chlorine comes into contact with diesel or acid, a chemical reaction can occur which may cause a fire. When water is added to an empty water storage tank, it may re-suspend the sediment in the bottom of the tank creating taste and dirty water problems. It is important for the Contractor to confirm the quality of the water before it enters the tank.

IX. WATER DELIVERY POINTS
All water delivery points shall be agreed on site between the UNHCR Technical Focal Person and the Contractor and shall be recorded in writing in the relevant Water Delivery Purchase Order.

X. TRANSFERRING DRINKING WATER TO THE WATER TANK
A. The Contractor shall transfer the drinking water in such a way that contamination is not introduced into the receiving tank.

B. All necessary cleaning or flushing of the hose end points or outlets shall be performed in order to ensure no contamination is contained within the delivery hose prior to transferring the drinking water.

C. A dispersal plate attached to the end of the delivery hose shall be used in order to assist in avoiding undue agitation of sediment on the floor of the receiving tank.

XI. VEHICLES AND TANKS
A. The water truck must be specifically designed for the transportation of portable water.

B. The truck must be free of contamination and fit to transport drinking water at all times during the loading, transporting and delivery of water.

C. All trucks must be completely enclosed, and tightly sealed, with lockable lids or hatches. Containers that are open to the atmosphere, during hauling are not acceptable for use.
D. The truck shall be equipped with a water pump and other necessary equipment, for loading/offloading purposes (refilling the tank of the truck and discharging it into water tanks at designated locations).

E. The trucks shall be equipped with a hose (length at least 15 meter).

F. The truck shall be in good technical condition with legal documentation from the relevant Ministry of Transportation to drive on the road.

G. The trucks shall be visibly labelled with the words “potable water only” with letters at least 6 inches high.

H. Water reservoir and fittings shall be kept clean and in good repair and shall be otherwise maintained so that they do not cause deterioration of water quality.

I. Reservoirs, hoses and fittings shall be made of, or lined with, a material that does not contaminate the drinking water.

J. Reservoirs used for transporting drinking water shall be used exclusively for that purpose.

K. Water reservoirs fabricated from mild steel shall be coated internally with an approved material which is suitable and safe for contact with drinking water. The internal coating of mild steel water reservoirs shall not be carried out until all welding has been completed and the interior surfaces of the tanks have been thoroughly descaled and cleaned.

L. The interior of the water reservoir shall be maintained in a clean, hygienic condition and shall be free from rust and all foreign matter.

M. The water reservoir shall be able to be fully drained and shall have a sufficient opening for inspection and cleaning of the contact surfaces.

N. The exterior surface of the water carrying vehicle, pipelines, fittings and all other equipment shall be kept in a clean condition at all times and shall not cause contamination of the water.

O. Containers and fittings used for the transportation and delivery of potable water shall not be used for any other purpose. The water reservoir must not be used to convey liquid other than potable water suitable for human consumption.

XII. HOSES AND FITTINGS

A. Delivery hoses shall be composed of non-toxic materials which are suitable and safe for contact with potable water. Hoses shall comply with a relevant international standard such as plastic materials for food contact use.

B. All pipes are to be secured and stored during transit and delivery, in a safe and hygienic manner to prevent them from contamination, including by capping hoses and pipes in such a manner as to prevent the contamination of couplings and hose interiors when hoses are not in use, being laid flat and kept in a dustproof container to prevent contamination when not in use or during transport.

C. A dispersal plate should be attached to the end of the delivery hose to assist in not causing undue agitation of sediment on the floor of the tank receiving the water.

XIII. MAINTENANCE -- CLEANING AND DISINFECTING TANKS, HOSES AND FITTINGS

A. The Contractor acknowledges and agrees that regular maintenance is essential in ensuring the drinking water provided is safe.

B. The Contractor is fully responsible for all the maintenance and repair of each vehicle including when the vehicle is damaged or is not in good working condition. The Contractor agrees that maintenance should be conducted regularly in accordance with national legislation. Without limitation to the foregoing, The
Contractor shall clean and sanitise its tanks, hoses and any all other equipment that comes into contact with drinking water at least every three months.

**GUIDANCE NOTE - CLEANING OF TANKS AND EQUIPMENT**

At least every 3 months, clean and flush tanks.

Fill cleaned tanks with water at not less than 5 mg/L chlorine and hold for at least 30 min.

Test chlorine in water prior to disposal or use.

Cleaning and disinfecting hoses and fittings

At least every month, clean hoses and fittings.

Fill with water containing at least 5 mg/L chlorine and cap for at least 30 minutes.

Rinse with clean drinking water.

Drain, dry and seal securely to prevent dust and dirt entry. Test chlorine prior to disposal of rinse water.

Preparing the chlorine solution:

- Add the required amount of chlorine to clean water in a plastic bucket.

- Chlorine of 5 mg/L can be achieved by either:
  - 76 grams of calcium hypochlorite at 65% strength per 10,000 L of water
  - 400 mL sodium hypochlorite at 12.5% strength per 10,000 L of water.

- The required amount of chlorine can be added to clean water in a plastic bucket. Do not pour water into chlorine, always add chlorine to water. Prepare the chlorine in the open air. Use the appropriate personal protective equipment. Add the chlorine partway through refilling the tank so that it mixes through the water. If chlorine comes into contact with diesel or acid, a chemical reaction can occur which may cause a fire.

- The strength of chlorine solutions can be measured using a chlorine test kit, such as a swimming pool test kit, provided it measures ‘free chlorine’ concentrations up to 10 mg/L (or parts per million).

**IMPORTANT NOTES**

When cleaning, the Contractor should check for any signs of damage to the tank, hoses, fittings etc and repair or replace where necessary.

The Contractor should clean and disinfect tanks, pipes, hoses and fittings if the vehicle hasn’t been used for an extended period prior to use.

The Contractor should comply with relevant Workplace Health and Safety requirements if entering a confined space such as a tank or working at heights.

If the operator needs to enter the tank, they should take precautions to ensure no foreign material is introduced to the tank. This may involve for example, the use of dedicated footwear that is cleaned and sanitised before entering the tank.

**DISPOSAL OF WATER AFTER CLEANING**

The Contractor should discharge water used to clean and sanitise tanks in accordance with relevant local government and environmental regulations. This may require neutralising the chlorine before discharging.

Water with a chlorine level of 5 mg/L can cause environmental damage. The Contractor should consult with its relevant local government or water utility for advice before discharging sanitising solution.

At a minimum, water should be tested prior to discharge to ensure that the chlorine level has been reduced appropriately. Water should not be disposed of until the chlorine level has reached:

- less than 1 mg/L for disposal onto low risk grassed areas,
- less than 0.1 mg/L for disposal near waterways, creeks or drains.

Alternatively, chlorinated water may be discharged into the town sewer (not to a septic system), however the CONTRACTOR is to consult with the relevant body for advice before doing so.
XIV. VEHICLES

A. The vehicles provided by the Contractor are to include the driver(s), an adequate supply of fuel, lubricants, spare parts, and, in particular, sufficient number of spare tires.

B. Each vehicle shall be properly registered and each vehicle shall be officially authorized to transport portable water. The Contractor shall provide the necessary document in this regard promptly upon request from UNHCR.

C. Each vehicle shall be covered by a Motor Vehicle Insurance issued by a reputable insurance company for the entire duration of the Contract. The Contractor shall provide the necessary document in this regard promptly upon request from UNHCR.

D. Each vehicle shall be in good working condition (road worthy) and shall have all the necessary tools and equipment (including personal protection equipment (PPE)) that may be needed such as to ensure the safety of the transported water throughout transportation, during loading and off-loading, and under all weather and road conditions.

E. The Contractor is obliged, prior to signing the Contract, to allow UNHCR to inspect and approve the equipment that will be used in the water trucking operation to ensure that it is suitable for transporting drinking water in a safe and sanitary manner. A CERTIFICATE OF ACCEPTABILITY (see Annex E) may be issued by UNHCR for each vehicle following inspection of the truck type, roadworthiness, reservoir capacity and condition, and the truck’s permits (if required) as follows:

   (i) Truck Road Worthiness: The Contractor is obliged to ensure that all water trucks are in good operational condition (tyres, brakes, engine, lights, suspension) and are legally permitted to drive on the road. All trucks must have an up to date Ministry of Transport Technical Inspection Certificate. In addition all vehicles must have valid comprehensive insurance and the driver must hold a valid license to drive the type of vehicle.

   (ii) Truck Water Reservoir Condition: The Contractor must ensure that the water reservoir is constructed from food grade contact material that is non-corrodible (e.g. stainless non-corrodible (e.g. stainless steel, fiberglass, plastic, or an approved epoxy liner). The interior of the water reservoir should be spotlessly clean, free from rust, mould, scum and sediment. Similarly hoses, nozzles and other equipment used in the transport and delivery of water should also ideally be constructed of food grade materials and should be spotlessly clean.

   (iii) Government Permits: In countries where drinking water hauling vehicles require Government authorization, the Contractor must ensure that the water tanker has the correct permits to legally transport drinking water.

F. In case the truck(s) fail to pass the initial pre-inspection by UNHCR’s technical team, the Contractor must provide a replacement truck in good condition at the Contractor’s own cost. Such replacement truck shall be presented to UNHCR for inspection within [___] days of the failure to pass the initial inspection. If the Contractor fails to provide a replacement truck for inspection or if the replacement truck also fails the inspection by UNHCR’s technical team, UNHCR shall (without limitation on its other rights and remedies under the Contract) have the right to immediately terminate the Contract for cause and to engage another service provider.

G. Backup Truck Capacity: The Contractor shall ensure that, at all times, there is at least one fully-equipped and prepared back-up water truck (or 1 truck for every 20 trucks in larger water trucking operations – whichever number is higher) available for immediate replacement to cover water truck break-downs or periods when the water trucks are off-site for maintenance or repairs. The Contractor shall provide evidence satisfactory to UNHCR of such backup truck capacity on a [monthly] basis.

H. National Water Trucking Standards: The Contractor shall obtain, in a timely manner, all the necessary permits and conduct all operations and activities concerning the water trucking operations in all respects according to the effective National Governmental Regulations Governing drinking water provision through trucking services. UNHCR shall bear no responsibility in case the Contractor fails to observe the regulations.
XV. **DRIVERS**

A. All aspects of the drivers and subcontractors including payment are the responsibility of the Contractor.

B. No employment relationship exists between UNHCR and the drivers or any other Contractor’s staff or subcontractors;

C. The drivers assigned to vehicles used for the purpose of transportation under this Contract are to be properly licensed, trained and shall conduct themselves in a manner that will not cause any prejudice or bad publicity to UNHCR. No unauthorized driver shall be allowed to drive any vehicle at any time.

D. It is the responsibility of the driver to ensure all the vehicles are parked in a secure area during any designated stop, which shall only be made in areas assessed to be safe.

E. The driver must respect all local traffic regulations at all times. Speeding and overtaking is not allowed.

F. The Contractor agrees and understands that its drivers will be operating the water trucks in refugee settings with a high population density. To avoid risk of accident and loss of life, the Contractor shall strictly ensure that all water truck drivers shall drive safely and shall drive slowly, including at a speed of less than 30 KM/H when operating within populated areas. UNHCR reserves the right to monitor the location and speeds of the water trucks through the use of the UNHCR GPS WATER TRUCK MONITORING SYSTEM. If the driver(s) fail to respect speed limits in high population density areas, the Contractor shall immediately remove the driver(s) from performance of this Contract and replace such driver(s) at no cost to UNHCR.

XVI. **CONTRACTOR LIABILITIES**

A. In case of accidents or any other incident or circumstances occurring in connection with the performance by the Contractor of the Services results in losses or damages to vehicles, equipment or other property or injury or death of persons, the following procedures shall be followed:

   a. Ensure First Aid is provided and all injured are transferred to the nearest medical facility as quickly as possible.
   b. A report shall be made to the local authority. If required the driver must wait at the scene of the accident or report to the nearest police station.
   c. The UNHCR Technical Focal Person must be notified immediately.
   d. A written statement of the accident must be submitted to UNHCR within 24 (twenty four) hours of the accident

B. UNHCR shall not be liable for any such accident, incident of circumstances.

XVII. **KEY PERFORMANCE INDICATORS**

The following key performance indicators shall be used to for monitoring and evaluation of the Contractor’s performance of the Services:

* Number and % of days were the agreed volumes of water are supplied to the agreed locations (aim 100 % during the entire contract period);
* No disruption in water supply to the refugees;
* Strikes or work stoppages from water trucks drivers;
* Quality and accuracy of daily data recording and weekly reports.
* Clarity and accuracy of contractor’s invoices for payments;

The Contractor agrees that these indicators may be monitored by UNHCR staff on a daily basis or on any other basis selected by UNHCR.

XVIII. **VERIFICATION INSPECTIONS**
A. UNHCR shall have the right to perform inspection of the Contractor in order to verify the Contractor’s performance of the Service. UNHCR may designate a UNHCR staff member or an authorized agent to perform such inspections. UNHCR may perform these inspections at any time of its choosing and with or without notice to the Contractor.

B. During an inspection, a UNHCR staff member or authorised Agent shall be granted full access to review and to physically inspect the Contractor’s books and assets in order to fulfil the purposes of the inspection.

C. When undertaking an inspection, authorised persons may, without limitation:
   - Collect water samples from the vehicle
   - Check any log books required to be kept.
   - Inspect the tank, pipes and fittings for signs of contamination and deterioration including rust.
   - Verify log book and ensure that log books are kept up to date detailing, approved source, volume, sanitation and cleaning records as well as samples and test results
   - Visually inspect all fittings and fixtures, this may include but is not limited to pipes, external and attachment hose fittings, water tank structural integrity (paint peeling/flaking) ensure water tank can be adequately sealed, inspect for dust, rust and faecal matter for instance bird droppings and inspect all backflow prevention devices
   - Take samples of water, if considered appropriate ensuring water is taken from the pipes/hoses fitted to the water tank to ensure the sampled water reflects water sold

D. UNHCR shall have the right to carry out a re-inspection if required e.g. water samples return positive results.

E. UNHCR reserves the right to monitor the free chlorine residual at the point of delivery on a weekly basis

XIX. SUBCONTRACTING

A. The use by the Contractor of any subcontractors or other agents to perform any part of the Services shall require the prior written approval of UNHCR.

B. Any subcontract entered into by the Contractor with a subcontractor shall (and shall be deemed to) incorporate the terms and conditions of the Contract.

[End of Annex B]
ANNEX C - SCHEDULE OF RATES AND BASIS OF PAYMENT

1. SCHEDULE OF RATES

(a) The following schedule of rates shall apply to determine the fees payable for the delivery of actual volumes of water delivered by the Contractor from the water source to the designated location, as each are identified in the Delivery Order Note.

(b) The rates are exclusive of VAT.

(c) Payment by UNHCR, subject to acceptance by UNHCR and to full compliance with the terms and conditions of the Contract including with respect to the quality of the delivered water.

<table>
<thead>
<tr>
<th>Delivery Distance</th>
<th>Unit</th>
<th>Rate (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 24.99 km</td>
<td>1 m³</td>
<td></td>
</tr>
<tr>
<td>25 – 49.99 km</td>
<td>1 m³</td>
<td></td>
</tr>
<tr>
<td>50 – 74.99 km</td>
<td>1 m³</td>
<td></td>
</tr>
<tr>
<td>75 – 99.99 km</td>
<td>1 m³</td>
<td></td>
</tr>
<tr>
<td>Greater than 100 km</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(d) The Contractor acknowledges and agrees that the above unit rates shall be in full compensation for all establishment costs, vehicles, equipment, fuel, labour and materials and any other expenses for Contractor to transport and deliver the water and to perform the Services and other obligations under the Contract.

2. BASIS OF PAYMENT

(a) **Water Delivery Purchase Orders**

   (i) Under the course of the water trucking contract, all water deliveries should be instigated using Water Delivery Purchase Orders (see Annex D), signed by both UNHCR and the Contractor. The Water Delivery Purchase Order contains a summary of the agreed water source, the agreed delivery locations, the approved travel distance, the approved payment rate per cubic metre of water, the delivery start and end dates, and the quantity of water to be delivered to each location. Use of Water Delivery Purchase Orders allows flexibility in the emergency response. New Water Delivery Purchase Orders may be issued at any time provided the total cumulative value of completed and current Water Delivery Purchase Orders do not exceed “Not-to-Exceed” amount of the total Service Contract (see Article 6.4). Water Delivery Purchase Orders may also be cancelled at any time by either partner. Depending on the scope of the water trucking operation, multiple Water Delivery Purchase Orders may be in operation at any time. It is recommended that all Water Delivery Purchase Orders have a clear start date and end date (it is recommended to keep the duration short to allow for flexibility in water trucking operations – e.g. two weeks), and a calculation of the total USD$ value of the services contained within the Water Delivery Purchase Order.

   (ii) The Contractor shall not transport and delivery water, and UNHCR shall not be bound to accept or pay for any transport and delivery or water, unless UNHCR has issued a Water Delivery Purchase Order.

(b) **Delivery Distance.**

   (i) The Delivery Distance shall be determined by the most direct route between the approved Water Source Location and the approved Water Delivery Location, and shall be noted in the Water Delivery Purchase Order, duly signed by UNHCR and the Contractor.

   (ii) The Contractor acknowledges and agrees that, where the Contractor uses a route which is longer than the distance identified in the signed Water Delivery Purchase Order (including in cases where this results from weather conditions, construction work or other unforeseen circumstances), the determination of the Delivery Distance will still be based on the Delivery Distance for such route identified in the signed Water Delivery Purchase Order.

(c) **Actual Volume of Water: Method of Measurement.**
(i) The actual volumes of water delivered shall be measured in cubic meters (m³).

(ii) The volume of water delivered will be measured by a combination of the following (in order of preference):

   a. real-time digital water level monitoring,
   b. written driver logbooks - see Annex F,
   c. written UNHCR water monitor logbooks (or delegated representative) – see Annex G.

The method to be used will be selected at the discretion of UNHCR however written UNHCR monitor logbooks (backed up by written driver logbooks) are likely to be used for the initial four (4) weeks of an emergency response. This method should be replaced by electronic real-time water level monitoring (backed up with written UNHCR monitor logbooks and written driver logbooks) as soon as the electronic monitoring system can be installed. Regardless of the method of measurement, a up to date written driver logbook must be kept by the water truck driver and must be available at all times for inspection by UNHCR or their representatives.

METHOD 1: REAL-TIME DIGITAL WATER LEVEL MONITORING SYSTEM

Where available, the UNHCR real-time digital water level monitoring system shall be used as the primary basis for recording the actual volume of water delivered to every reservoir. The contractor will be provided with access to the UNHCR web portal to be able to see the actual (and historical) quantities of water delivered to all locations in real-time. If the contractor believes there is a discrepancy in the actual amount of water delivered and the electronic log of water that has been delivered he should contact UNHCR within 72 hours so the matter can be immediately investigated. Any claims beyond 72 hours will be dismissed and the electronic log will be taken as the actual value delivered. UNHCR reserves the right to use a combination of either digital water monitoring data, refugee water monitor logs and driver logs to decide the final water volume amount for payment.

METHOD 2: WRITTEN DRIVER LOGBOOKS (ANNEX ‘F’)

For the method involving written driver logbooks, the Contractor must keep a log book at all times in the vehicle which includes:

   a. Vehicle Registration Plate Number
   b. Details of the source water collection point; including date, time and volume
   c. Details of the delivery point(s); including date, destination and volume of bulk potable water delivered, together with a signature from the UNHCR staff or designated Agent responsible for water reception at the water delivery point.
   d. Free residual chlorine test results for each load of potable water delivered
   e. The date of last cleaning and inspection of tanks and fittings

The log book must be available for inspection by UNHCR authorised persons when requested. Copies of all logbook records, along with a summary, must be submitted with the relevant payment claim.

UNHCR reserves the right to double check and certify (either by UNHCR and UNHCR’s third party or implementing partner) all log book entries before proceeding to payment.

METHOD 3: WRITTEN UNHCR MONITOR LOGBOOKS (ANNEX ‘G’)

For the method involving written UNHCR monitor logbooks, UNHCR will directly engage refugee water monitors (or approved representatives) to keep a log book of water deliveries to the site which includes:

   f. Vehicle Registration Plate Number
   g. Details of the source water collection point;
   h. Details of the delivery point(s); including date, destination and volume of bulk potable water delivered, together with a signature from the truck driver.
   i. Free residual chlorine test results for each load of potable water delivered
A summary of the water monitor log book entries will be prepared by the UNHCR water monitor on a weekly basis. All UNHCR water monitor logbook records will be taken into consideration when approving the relevant water trucking payment claim.

3. INVOICES

(a) Subject to the full and satisfactory performance of the Services, the Contractor shall issue Invoices to UNHCR. It is recommended that Invoices are submitted to UNHCR for payment on a fortnightly basis (or the same duration as the duration of the Water Delivery Purchase Orders). All invoices must be submitted to UNHCR with photocopies (or electronic scans) of all driver log books for the duration being invoiced. All driver logbook pages must contain an original signature of the driver at the bottom of every page and the signature of the approved UNHCR delivery point representative for every water delivery. Each invoice should contain at a minimum the following information:

i) The reference Water Delivery Purchase Order and Contract Number.

ii) The total amount of water delivered during the invoice period.

iii) The total amount of water that has been delivered per truck during the invoice period.

iv) The total amount of water delivered per delivery location during the invoice period.

The total values provided in the summary document should equate to the sum of the values provided in the daily driver logs.

[End of Annex C]
ANNEX D - WATER DELIVERY PURCHASE ORDER TEMPLATE

Water Delivery Purchase Order Number: [Insert PO Number]

Under Contract for Water Transportation and Delivery Services [Insert Contract Reference Number] between the Office of the United Nations High Commissioner for Refugees (‘‘UNHCR’’) and [Insert name of Contractor] (the “Contractor”), UNHCR agrees to purchase the following drinking water related delivery services:

<table>
<thead>
<tr>
<th>FROM Approved Water Source Location</th>
<th>TO Approved Water Delivery Location</th>
<th>Approved Distance (km)</th>
<th>Approved Rate (USD$/m3)</th>
<th>Delivery Start Date</th>
<th>Delivery End Date</th>
<th>Total Days</th>
<th>Qty per Day (m3)</th>
<th>Total Quantity (m3)</th>
<th>Payment Total (USD$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rhino Camp Borehole Filling Station</td>
<td>Eden I, Block A – Rhino Camp (GPS: 3.057144, 31.315802)</td>
<td>27</td>
<td>$33</td>
<td>23/04/2018</td>
<td>29/05/2018</td>
<td>14 days</td>
<td>36</td>
<td>1,296</td>
<td>$42,768</td>
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<tr>
<td>Rhino Camp Borehole Filling Station</td>
<td>Eden II, Block A – Rhino Camp (GPS: 3.05410, 31.31382)</td>
<td>23</td>
<td>$21</td>
<td>23/04/2018</td>
<td>20/05/2018</td>
<td>14 days</td>
<td>19</td>
<td>506</td>
<td>$10,631</td>
</tr>
<tr>
<td>Rhino Camp Borehole Filling Station</td>
<td>Eden II, Block C – Rhino Camp (GPS: 3.061156, 31.322672)</td>
<td>24</td>
<td>$21</td>
<td>23/04/2018</td>
<td>10/05/2018</td>
<td>14 days</td>
<td>65</td>
<td>1,102</td>
<td>$23,134</td>
</tr>
<tr>
<td>Rhino Camp Borehole Filling Station</td>
<td>Ofua II, Block D – Rhino Camp (GPS: 3.110752, 31.181273)</td>
<td>34</td>
<td>$33</td>
<td>23/04/2018</td>
<td>29/05/2018</td>
<td>14 days</td>
<td>35</td>
<td>1,266</td>
<td>$41,788</td>
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<tr>
<td>Rhino Camp Borehole Filling Station</td>
<td>Ofua II, Block C – Rhino Camp (GPS: 3.119704, 31.181614)</td>
<td>37</td>
<td>$33</td>
<td>23/04/2018</td>
<td>21/05/2018</td>
<td>14 days</td>
<td>19</td>
<td>541</td>
<td>$17,852</td>
</tr>
<tr>
<td>Rhino Camp Borehole Filling Station</td>
<td>Ofua III, Block D – Rhino Camp (GPS: 3.123775, 31.168354)</td>
<td>55</td>
<td>$47</td>
<td>23/04/2018</td>
<td>29/05/2018</td>
<td>14 days</td>
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<td>$23,857</td>
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<td>Ofua III, Block C – Rhino Camp (GPS: 3.126174, 31.163555)</td>
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<td>$47</td>
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<td>12/05/2018</td>
<td>14 days</td>
<td>13</td>
<td>239</td>
<td>$11,252</td>
</tr>
</tbody>
</table>

|                         |                         |                         |                         |                     |                  |            |                 |                     |                    |
|                         |                         |                         |                         |                     |                  |            |                 |                     |                    |
|                         |                         |                         |                         |                     |                  |            |                 |                     |                    |
|                         |                         |                         |                         |                     |                  |            |                 |                     |                    |

|                         |                         |                         |                         |                     |                  |            |                 |                     |                    |

Date of validity of Delivery Order from: ______________________ to: ______________________

Signed for UNHCR by: ______________________

Accepted for the Contractor by: ______________________

<table>
<thead>
<tr>
<th>Name:</th>
<th>Name:</th>
</tr>
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<tbody>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
</tbody>
</table>

Page 29 of 34
This water tanker checklist has been produced to help WASH actors inspect water hauling vehicles used in refugee operations. Please note that it is not a strict compliance document, but is intended to help select water tankers that are sanitary, safe, and legal.

Please note that the questions are not exhaustive and are merely intended to focus on potential issues. Common sense should be used and any additional issues should be noted in the comments. The checklist may need to be adapted to the local context.

Ideally, every vehicle should be inspected before entering service. WASH programs may decide to issue vehicles that pass with a certificate of acceptability for the duration of the operation. An example tanker approval certificate can be found on the following page.

### UNHCR WATER TANKER INSPECTION CHECKLIST

#### A. General Vehicle Information

<table>
<thead>
<tr>
<th>Year:</th>
<th>Date of Inspection:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Make:</th>
<th>Inspector Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type:</th>
<th>Inspector Organisation:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Volume:</th>
<th>Inspector Phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### B. Water Reservoir / Water Handling

1. Reservoir has not been used to transport liquids other than potable water (e.g. chemicals, sewage, fuel, non-potable water)?
   - Y [ ] / N [ ]

2. Reservoir interior generally clean, free from mould, scum and sediment?
   - Y [ ] / N [ ]

3. All openings and filling hatches adequately sealed with tight fitting cover and gasket to prevent ingress of rainwater, insects, birds, animals, dust?
   - Y [ ] / N [ ]

4. Reservoir free from visible cracks and leaks (e.g. when filled there are no leaks)?
   - Y [ ] / N [ ]

5. All hoses and nozzles constructed from food grade (e.g. brass, stainless steel, plastic, polyethylene) materials and clean?
   - Y [ ] / N [ ]

6. Hoses capped and stored in a clean, sealed compartment when not in use?
   - Y [ ] / N [ ]

7. Pump impellor and housing made from food grade material and manufacturer’s product data demonstrates it is suitable for pumping potable drinking water?
   - Y [ ] / N [ ]

8. Reservoir and hoses have been shock chlorinated according to UNHCR procedures (see wash.unhcr.org) within past month?
   - Y [ ] / N [ ]

9. Reservoir free chlorine residual at least 1.0mg/l?
   - Y [ ] / N [ ]

10. Water reservoir is clearly labelled as “DRINKING WATER ONLY”
    - Y [ ] / N [ ]

#### C. Vehicle Documentation and Permits

1. Vehicle has up to date Ministry of Transport road-worthiness certificate?
   - Y [ ] / N [ ]

2. Vehicle has up to date insurance (damage to property, injury, loss of life)?
   - Y [ ] / N [ ]

3. Vehicle has permits, licenses and approvals to legally truck water (if required)?
   - Y [ ] / N [ ]

---

Signature of Inspector …………………………………………… Date …………………

(Print name and sign)

Signature of Contractor ……………………………………… Date …………………

(Print name and sign)
This certificate has been issued to the following water transportation vehicle

Vehicle: INSERT REGISTRATION  Operator: INSERT OPERATOR

Which has passed basic inspection and has been approved as fit for purpose in the transportation of potable drinking water in accordance with the UNHCR Guidelines for Water Trucking (UNHCR, 2019)

Certificate issued by:

INSERT NAME OF ORGANISATION

Date: 30 / July / 2019  Certificate Expiry Date: 30 / Dec / 2019

Signature and Stamp of Authorized Person
ANNEX F - WATER DELIVERY VEHICLE LOG BOOK TEMPLATE

Contractor Name ________________ Truck Reg # ______________ Truck Model ________________ Capacity ____________

<table>
<thead>
<tr>
<th>Water Source</th>
<th>Volume Loaded (m³)</th>
<th>Km Reading</th>
<th>Water Quality</th>
<th>Water Delivery Point</th>
<th>Volume Delivered (m³)</th>
<th>Km Reading</th>
<th>Delivery Date and Time</th>
<th>UNHCR Approved Delivery Point Representative</th>
<th>UNHCR Approved Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and/or GPS Coordinates</td>
<td>FRC Chlorine 0.2-2 mg/L</td>
<td>Turbidity NTU (&lt;5)</td>
<td>Name and/or GPS Coordinates</td>
<td>Km Reading</td>
<td>Delivery Date and Time</td>
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</tbody>
</table>

This log book must be kept with the vehicle at all times and will be used as part of the payment justification process to the contractor. Copies should be sent to UNHCR on a weekly basis.

NAME AND SIGNATURE OF TRUCK DRIVER ________________________________________________
# ANNEX G - REFUGEE WATER MONITOR TEMPLATE

Summary of Water Tanker Deliveries on Date: ____/ _____/ ____ Location: ____________________________________________

<table>
<thead>
<tr>
<th>Tanker Registration No.</th>
<th>Tanker Capacity (m$^3$)</th>
<th>Driver Signature</th>
<th>Agency</th>
<th>Arr Time</th>
<th>Dep Time</th>
<th>Fill or Delivery?</th>
<th>Location / Tank #</th>
<th>Quantity (m$^3$)</th>
<th>Chlorine Residual (mg/l)</th>
<th>Comments / Observations</th>
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</thead>
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</table>

This form will be used as part of the payment justification process for water trucking. Copies should be sent to the UNHCR WASH Officer on a weekly basis.

NAME AND SIGNATURE OF UNHCR WATER MONITOR ____________________________________________________________