UNITED NATIONS RELIEF AND WORKS AGENCY

REQUEST FOR PROPOSAL

INS/GMIP/WBFO/01/13

[17 January 2013]

The Provision of Group Medical Insurance Policy (GMIP) Coverage for the UNRWA Locally employed Staff and their Recognized Dependents in the West Bank.
REQUEST FOR PROPOSAL

From: Medical Committee, UNRWA, West Bank
Date: 17 January 2013
To: All bidders
Total Number of Pages including this page: 69

Please find attached Request for Proposal No. INS/GMIP/WBFO/01/13 for the Provision of Group Medical Insurance Policy (GMIP) Coverage for the UNRWA Locally employed Staff and their Recognized Dependents in the West Bank.

The Quotation details are as follows:

RFP#: INS/GMIP/WBFO/01/13
Quotation Period: 56 Days
Quotation Issued: 17 January 2013
Deadline for receiving Queries in writing: 14 February 2013
Bidders Conference: 28 February 2013
Quotation Closure: Thursday 14 March 2013
Required minimum validity period of offer: 30 June 2013

Please Note that this RFP is a two – envelope tender:-

Part one: Technical Part.
Part two: Commercial Part.

Both offers should be submitted in two separate sealed envelopes to the address in RFP documents before the dead line.

Sincerely,

Stephen Gibson
Field Procurement and Logistics Officer, West Bank

Please notify UNRWA immediately on the above facsimile number if any part of this Request for Proposal is missing and/or illegible. Please be aware that this facsimile number may only be used to send queries.

NOTICE OF CONFIDENTIALITY

This set of documents contains UNRWA proprietary information that is strictly confidential and/or legally privileged, and is intended strictly for the use by the Officials of UNRWA and/or the named recipient hereof. ANY UNAUTHORIZED DISCLOSURE, COPYING, DISTRIBUTION OR OTHER USE OF THE INFORMATION HEREIN IS STRICTLY PROHIBITED. If you have erroneously received this set of documents, please notify UNRWA immediately.
REQUEST FOR PROPOSAL

Request for Proposal (RFP) for:

Provision of Group Medical Insurance Policy (GMIP) Coverage for the UNRWA Locally employed Staff and their Recognized Dependents in the West Bank

RFP Number: INS/GMIP/WBFO/01/13

Tender Due Date: 14 March 2013

Deadline for Queries in writing: 14 February 2013

Mandatory Bidder’s Conference: 28 February 2013

1) By way of the present Request For Proposal (RFP), UNRWA hereby solicits your proposal for the above item in accordance with this document and the annexes attached.

2) UNRWA considers this RFP to be the most appropriate means of providing, fairly and transparently, valuable information pertaining to this RFP to all bidders.

3) Bidders are requested to explicitly confirm in their proposal the acceptance of and compliance with UNRWA’s General Conditions of Contract.

4) We strongly encourage bidders to keep the quantity of binders/folders and plastic used to present offers to a minimum. Ideally UNRWA would like to receive only the documentation requested in good order and with coherently numbered pages in as simple a format as possible without being bounded or stapled.

5) The proposals must be received no later than the RFP due date and time, by courier or by hand and as set forth in detail in the Request for Proposal.

6) This Request for Proposal (RFP) consists of this document and the following Enclosures:

1. Acronyms and Abbreviations
2. Technical Definitions
3. Introduction to UNRWA
4. Request for Proposal Letter

Annexes:

I. Specimen Contract. Intentionally left blank
II. GMIP Statistical Information as at 30 December 2012
III. Age Profile
IV. Letter of Introduction
V. Vendor Profile Form
VI. List of References
VII. Bid Bond Form
VIII. Performance Guarantee Form
IX. RFP Commercial Proposal Form
X. Acknowledgement Form
XI. Term of Reference
XII. General Conditions of Contract  
XIII. Instructions to Bidders  
XIV. United Nations Global Compact and Supplier  
XV. Code of Conduct  

7) The Instructions to Bidders (Annex XIII) must be complied with in preparing your proposal. We would also be grateful if you could acknowledge receipt of this using the Acknowledgment Letter form (Annex X) as soon as possible.  

8) Please note that the terms set forth in this RFP, including the General Conditions of Contract (Annex XII), and any special conditions set forth herein will be an integral part of any contract should UNRWA accept your proposal.  

9) QUERIES ABOUT THIS RFP  
   For queries on this RFP, please contact the Contracts Section of the Field Procurement and Logistics Department, UNRWA Field Office, East Jerusalem via email at FPLO-WB@UNRWA.ORG. On the subject line, please indicate the RFP number. Bids must NOT be sent to the above email otherwise the bid will not be considered.
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Enclosure 1

Acronyms and Abbreviations:

GMIP : Group Medical Insurance Policy
RFP : Request for Proposal
ISO : The International Standards Organization
UN : The United Nations
UNCITRAL : The United Nations Commission on International Trade Law
UNRWA : The United Nations Relief and Works Agency for the Palestine Refugees in the Near East
WBFO : West Bank Field Office
**Technical Definitions**

**Net Premium**: Net premium is the total annual premium according to insurance category, class and age band or insured status. Net premium calculation is based on the date of insurance contract inception or date of addition up to the natural insurance contract expiry date. Net premium excludes any issuance, stamp or insurance commission fees.

**Earned Premium**: Earned premium is the calculation of the premium per day per active member from the date of inception or addition up to the date of calculation or reporting.

**Paid Claims**: Paid claims are all net paid claims of inpatient and outpatient claims after deduction of contracted medical network contractual discount and auditing discounts along with the deduction of co-insurance or deductible according to insurance category.

**Outstanding Claims Risk Reserve (O/S)**: Outstanding claims reserve is the estimation of claims based on the inpatient referrals only by the insurance company and discounted by (X%) as an average discount by the contracted medical entity and any coinsurance or deductible amounts according to insurance category. It is agreed upon by the two parties that the outstanding risk reserve is Zero amount to all claims longer than 90 days from the date of treatment.

**Incurred But Not Reported (IBNR) Claims**: IBNR is the estimation of the outpatient claims that has not yet been received by the insurance company taking into consideration the ratio outpatient to inpatient claims multiplied by total paid claims for the period. The result to be divided by days to date starting from the insurance contract inception date to date of calculation multiplied by the estimated period of (30) days.

**Loss Ratio**: Total claims including (total Paid, total Outstanding and total IBNR) divided by total earned premium for the period (Inception date to date of loss ratio calculation) multiplied by 100%.

**General & Administrative (G&A) Expenses**: The company agrees that the total amount of the G&A is not to exceed (10%) of the earned premium if G&A to be considered in the Loss Ratio formula.

**Premium Calculation**: Additions and deletions or cancelations premium is calculated on a pro rata basis only whether members have claims records or not.

UNRWA will pay the contractor a monthly premium in advance. The advance paid monthly premiums will be adjusted quarterly.

**Retirements during Calendar year**: UNRWA requires Staff Members to be covered during each Calendar year and if a Staff Member retires during the Calendar year, they shall remain covered until the end of that Calendar year.

**Profit Sharing Formula**: The company agrees to refund to UNRWA any profit amounts according to the following Formula:

\[ 25\% \times (90\% \text{ of gross premium} - \text{Total Claims (Paid+ O/S+ IBNR)}) \]
INTRODUCTION TO UNRWA

UNRWA (the United Nations Relief and Works Agency for Palestine Refugees in the Near East) was created on 8 December 1949 upon the adoption by the United Nations General Assembly of resolution No. 302 (IV)

UNRWA provides assistance, protection and advocacy for some 4.7 million registered Palestine refugees in Jordan, Lebanon, Syria and the occupied Palestinian territory, pending a solution to their plight.

UNRWA is funded almost entirely by voluntary contributions from UN member states.

UNRWA is the main provider of basic services – education, health, relief and social services – to 4.7 million registered Palestine refugees in the Middle East.

Establishment

The Agency’s services encompass education, health care, relief, camp infrastructure and improvement, community support, microfinance and emergency response, including in times of armed conflict.

Following the 1948 Arab-Israeli conflict, UNRWA was established by United Nations General Assembly resolution 302 (IV) of 8 December 1949 to carry out direct relief and works programs for Palestine refugees. The Agency began operations on 1 May 1950.

UNRWA services

Since its establishment, the Agency has delivered its services both in times of relative calm in the Middle East, and in times of hostilities.

UNRWA’s work exemplifies an international commitment to the human development of Palestine refugees, helping them:

- acquire knowledge and skills;
- lead long and healthy lives;
- achieve decent standards of living; and
- enjoy human rights to the fullest possible extent.

UNRWA is unique in terms of its long-standing commitment to one group of refugees, and its contributions to the welfare and human development of four generations of Palestine refugees. Originally envisaged as a temporary organization, the Agency has gradually adjusted its programs to meet the changing needs of the refugees.
**Areas of Activity**

UNRWA provides education, health, relief and social services to eligible refugees among the 5.1 million registered Palestine refugees in its five fields of operations:

- Jordan;
- Lebanon;
- Gaza Strip;
- the Syrian Arab Republic; and
- the West Bank, including East Jerusalem.

Some 1.4 million refugees, around one third of the total, live in 58 recognized camps, and UNRWA’s services are located in or near these areas.

UNRWA provides its services directly to Palestine refugees. It plans and carries out its own activities and projects, and builds and administers facilities such as schools, clinics, and women program centers and Community based rehabilitation Centers.

The Agency currently operates or sponsors over 900 installations with nearly 30,000 staff across the five fields.

The UNRWA headquarters is co-located in Gaza City and Amman and Jerusalem. It also has five field offices located in the Hashemite Kingdom of Jordan, the Syrian Arab Republic, the Lebanon, West Bank and Gaza. It employs over 29,000.00 staff, including about 115 internationally recruited staff.
More detailed information is available at UNRWA’s web site at:
http://www.unrwa.org/
UNRWA Field Office in the West Bank

The West Bank covers 5,500 square kilometers with an estimated population of 2.4 million.

In the West Bank, UNRWA caters for almost 874,627 (estimated) Palestine refugees providing them with Education, Health care, Social Support and Microfinance opportunities.

A quarter of the refugees live in 19 refugee camps, with most others in West Bank towns and villages.

Facts and Figures (as of 31 December 2011):

- Palestine Refugees in the West Bank: 874,627 (estimated)
- Number of Camps: 19
- Elementary and Preparatory schools: 98
- Number of pupils: 54,000 pupils
- Vocational Training Centers: 3
- Primary Health Care Centers: 41
- Community Rehabilitation Centers: 15
- Women’s Program Centers: 16 plus 3 under establishment
- Number of UNRWA Area Staff: 4759
- Number of International Staff: 28

For more information about UNRWA’s West Bank Field Office, please consult the following internet address:

http://www.unrwa.org/etemplate.php?id=67
Dear Sir/Madam,

1. The UNITED NATIONS RELIEF AND WORKS AGENCY in the Near East (UNRWA) hereby solicits written Proposal from qualified sources to establish contract(s) through competitive negotiations to provide Group Medical Insurance [benefits] Policy (hereinafter referred to as the “GMIP”) coverage for its approximately 19,000 Locally Employed Staff and their Recognized Dependents in The West Bank, serving or living in several areas of the West Bank, namely the Nablus (Nablus, Tulkarem, Jenin, Qalqilia, Salfeet and Tubas in the north) Jerusalem (Jerusalem, Ramallah and Jericho in the centre) and Hebron (Hebron, Bethlehem and Around in the South) areas as detailed in the attached Annexes and which form an integral part of this Request for Proposal (RFP). The requirements, based on good faith estimates of the UNRWA’s needs are as per this Request for Proposal (RFP) including its Annexes. The successful bidder shall be responsible for the administration of all claims submitted under the policy, pursuant to a service-level agreement to be negotiated with the UNRWA and which will be annexed to and form an integral part of the contract/policy resulting from the present RFP.

2. The UNRWA seeks as wide and open as possible competition for its Request for Proposal (RFP) and is therefore addressing it directly to a number of Local and International Insurance Companies in addition to publicly advertising this Request for Proposal (RFP) in Local and Regional Newspapers as well as on various addresses on the Internet, including its own web address at: http://www.unrwa.org.

3. This document is a Request for Proposal, hereafter abbreviated as “RFP”.

4. Any contract resulting from this RFP will be subject to the attached UNRWA General Conditions of Contract for Procurement of Services (Annex XII). Exceptionally and intentionally the UNRWA does not include any Specimen Contract in the present RFP documentation. The reason for this is that the UNRWA expects the potential Bidders to include the proposed insurance policy or contract in their proposals. The successful bidder shall be responsible for the administration of all claims submitted under the policy, pursuant to a service-level agreement to be negotiated with the UNRWA and which will be annexed to and form an integral part of the contract(s)/policy(ies) resulting from the present RFP.
5. The terms set forth in this RFP, including the contents of Annexes as well as the contents of the Bidder Proposal submission, to the extent agreed by the UNRWA, will form a part of any contract should UNRWA accept one Proposal, unless excluded, changed or amended by mutual agreement between the UNRWA and the successful Bidder(s).

6. This RFP does not commit the UNRWA to receive or consider any Proposal or to award any contract(s) or to pay any costs incurred in submitting Proposals, or in making necessary studies for the preparation thereof, or contracting any services necessary to complete the Proposal.

7. This RFP contains no contractual offer of any kind. Any Proposal submitted will be regarded only as an offer by the Bidder to the UNRWA and not as any form of acceptance by the Bidder of any kind of offer made by the UNRWA to the Bidder. No contractual relationship will exist except pursuant to a written contract signed by both the UNRWA and the successful Bidder(s).

8. All correspondence and supporting documentation regarding this RFP shall be in English. Parts of the Technical Proposal shall be in both Arabic and English (See Annex XIII). In cases where required certificates and/or other documents submitted in response to this RFP are in a different language, they must be accompanied with a textual translation into English.

9. The Effective Date of Contract(s): Any contract(s) resulting from this RFP for a Group Medical Insurance Policy (GMIP) and related healthcare benefits program will start on the first day of the month following the signature of the contract with the Awarded Contractor, however a transitory period for the effective implementation could be defined after negotiations between the UNRWA and the Awarded Contractor. The Awarded Contractor shall provide the group healthcare insurance services as described in the documents included in this RFP as per the appropriate contract or policy that will result from it.

10. Any contract that may be awarded as a result of this RFP will be for a multi-year period. Successive renewals will only occur subject to the performance of the contractor and subject to UNRWA’s confirmation and in accordance with the Service Contract and GCC’s as stipulated in paragraph 23 below. The renewal will generally be based on annual or semi contract-duration-period assessment of services provided by the contractor with UNRWA’s agreement.

11. The reason why the UNRWA is seeking a multi year period with automatic renewal on the same or improved terms and conditions is that the UNRWA believes that the special nature of the services requested in the present RFP require an extended partnership with the selected service provider.

12. Additionally, it is the UNRWA’s belief that the Insurance Industry and Companies interested in participating in this RFP could possibly offer better services and better economically adjusted premium rates based on long term contractual relationships (through the analysis and exploitation of the
information obtained from the related annual statistics and profit/loss calculations).

13. In order to reduce any possible or perceived risk related to such a long term contractual relationship, the UNRWA requires that the Bidders include in their proposed Contract / Insurance Policy a clause allowing both parties one (1) months’ notice of cancellation and/or intent of cancellation of the Contract. The Bidder shall also include in their proposed Contract / Insurance Policy a clause allowing UNRWA to terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNRWA applicable to the performance of the Contract or the funding of UNRWA 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, UNRWA may terminate the Contract without having to provide any justification thereof.

14. UNRWA, in addition to promoting a wide and open competition in its Tendering process, is also striving to obtain best value for money in its contracts, which in this RFP is sought through Bidders submitting Proposals under a double tender envelope system permitting appropriate pre-qualification of the Bidders.

15. Section 7 of the Convention on the Privileges and Immunities of the UNITED NATIONS (1946) provides, *inter alia*, that the UN, including its subsidiary organs (UNRWA), is exempt from all direct taxes including fiscal stamps and municipal taxes and is exempt from customs duties in respect of articles imported and/or exported for its official use. Accordingly, the successful Bidder(s) authorizes the UNRWA to deduct from any submitted invoice or invoices any amount representing such taxes or duties charged by the successful Bidder to the UNRWA. Payment of such corrected invoiced amount shall constitute full payment by the UNRWA. In the event any taxing authority refuses to recognize the UN exemption from such taxes, the successful Bidder shall immediately consult with the UNRWA to determine a mutually acceptable procedure.

16. The Bidders are advised that sub-contracting or any third party administration of any insurance services offered under this RFP requires the prior approval from the UNRWA. If sub-contracting or any third party administration is intended, it should be clearly explained in your Proposal in response to this RFP, a formal letter of confirmation from the sub-contractor or third party administrator must be included in the response. Please note that the successful Bidder might ideally consider to establish a local representation in the West Bank properly registered and approved in accordance with local law. In case an international bidder is not registered and is bidding with local partnership or representation, both the international bidder and local representative will have to co-sign the eventual contract.

17. If a Proposal is submitted, the Bidder may retain the basic texts and documents of this RFP, but all attached Annexes and copies thereof must be returned to the UNRWA.
18. This RFP is communicated to and received by each addressee thereof on the understanding and condition that it is confidential and proprietary to the UNRWA, and contains privileged information, part of which may be copyrighted. Neither this RFP nor any part thereof, nor any information concerning them may be copied, exhibited, or furnished to third parties without the prior written consent of the UNRWA, except that the Bidders may exhibit the RFP or part(s) of the RFP to their local representation, prospective sub-contractors and/or third party administrators for the purpose of obtaining offers and agreements from them. Invited Bidders will be bound by the contents of this paragraph whether or not the Bidders submit a Proposal or respond in any other way to this RFP.

19. The UNRWA reserves the right to inspect the Bidders and/or successful Bidder(s) facilities with forty eight (48) hours notice or to place temporarily an UNRWA staff member on the successful Bidder(s) premises. The UNRWA will not be responsible for expenses incurred by the Bidder(s) in connection with any such inspection.

20. Bidders must provide together with their Proposal submission, a valid bid bond in form of an unconditional and irrevocable bank guarantee in the amount of US Dollars (USD) 20% of the total yearly estimated value of the proposed contract as result to this RFP and in accordance with paragraph 31.24.7 below and Annex VII. For unsuccessful Bidders to this RFP, the said bid bond will be returned after award of any Contract(s) and in any event before its expiry. For the successful Bidder(s), the said bid bond will be returned in accordance with paragraph 21 below.

21. On or before the Effective Date of any Contract(s) awarded as a result of this RFP, the successful Bidder(s) must provide a performance guarantee in form of an unconditional and irrevocable bank guarantee as per Annex VIII in the amount equal to US Dollars (USD) 20% of the total yearly value of any Contract awarded as a result of this RFP, valid for one (1) year and thereafter to be renewed for similar period(s) upon each yearly renewal of the Contract(s). UNRWA will return the bid bond referred to in paragraph 20 above to the successful Bidder(s) on or before the Effective Date of any Contract(s) awarded as a result of this RFP in exchange for the delivery by the successful Bidder(s) of the performance guarantee referred to above.

22. In cases where a Bidder withdraws the bid before the expiration of the period of its validity or when a successful bidder fails to honor the bid in compliance with the RFP, the UNRWA shall have the full right to cash the bid bond in full, not withstanding any objection on the part of the bidder.

23. The UNRWA shall have the right to cancel or terminate any contract(s) that may be awarded as a result of this RFP or any of the provisions thereof at any time in accordance with the provisions of the UNRWA’s General Conditions of Contract for Procurement of Services (Annex XII).

24. Should delivery of insurance services to the UNRWA be prevented by “Force Majeure” (acts of God, war -whether declared or not- invasion, revolution,
insurrection, or other acts of a similar nature or force) the contract or the unfulfilled part thereof may be cancelled at the discretion of the UNRWA.

25. Any contract issued as a result of this RFP will be contingent upon the Bidder(s) obtaining and maintaining any and all necessary licenses and regulatory approval to operate in full in the West Bank any Contract that may be awarded as a result of this RFP. This also applies to that of the necessary local representation, any proposed sub-contractor(s) and/or third party administrators.

26. The Bidders must provide all the information required under this RFP and clearly and concisely respond to all points set out in this RFP and the attached Annexes. No amendments or deletions will be accepted in the answer to the RFP. The UNRWA reserves the right to reject any Proposals containing exceptions, caveats or any attempt to limit, delete, omit or otherwise change any provisions, clauses, words or schedules contained in this RFP. Bidders are strongly advised to provide all of the information mentioned in this RFP, since any incomplete Proposal may prejudice the Proposal submission. However, submitting unnecessarily elaborated brochures and other presentations beyond that sufficient to present a complete and effective Proposal is discouraged. Nevertheless the previous, if the bidder wishes to offer any additional services/coverage or wishes to delete or waive any restrictions or exceptions in the services/coverage contained in the RFP at no extra financial cost, the bidder may do so in a separate letter to be included both in Part I: The Technical Part and Part II: The Commercial Part of the Proposal.

27. Erasures or other changes in the Proposal must be explained or noted over the signature of the Bidder. Bidders, their Local representatives, subcontractors and/or third party administrators, are expected to examine this RFP and its Annexes setting out details of the requirements and terms and conditions of the RFP. Failure to do so will be at the Bidder’s own risk, and he cannot secure relief on the plea of error in the Proposal. The Bidder can neither secure relief on the grounds of any error in the information provided in this RFP regarding local law statues and conditions. In case of error in the extension of prices, the unit price and quantity will govern.

28. All Proposals will be reviewed and evaluated by the UNRWA in accordance with the provisions of the UNRWA’s Financial Rules and Regulations as well as its suitability to the requirements and the conditions contained herein. While price is a very important factor, it is not the only consideration in evaluating the Proposals received in response to this RFP. The Bidder’s qualified ability to deliver the required insurance services in accordance with the terms and conditions of this RFP as well as the Bidder’s completeness in the Proposal presentation will be very important criteria in the selection of successful Bidder(s). In this respect, the Bidder’s attention is drawn to the details in this RFP including paragraphs 33 and below that identifies the minimum information to be provided in the Proposal.

29. The following is the evaluation criteria with indicative number of points anticipated to be given under each of the evaluation items:
a. Technical Part: Representing a total of 40% of the overall evaluation.

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<td>Compliance with the requirements to the insurance coverage</td>
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<td>Providing all documentation as per requested by the RFP</td>
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<td>3</td>
<td>Experience in working with employees of international organization as well as other employee groups (similar to UNRWA)</td>
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<td>Total Scoring (TS)</td>
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b. Financial Part: Representing a total of 60% of the overall evaluation.

   i. The cost of the services – Overall Premium;

   ii. The supplier should provide detailed cost breakdown as UNRWA will consider the financial figures mentioned in the suppliers’ offers only and will not be subject to any increase resulted from unclear or non-mentioned indirect costs in the suppliers’ offers.

   iii. The formula for determining the financial score is as follows:

\[ FS = 100 \times \frac{Y}{X} \]

Where;

- \( FS \) = the financial score;
- \( Y \) = the lowest bid amount (Overall Premium);
- \( X \) = the bid amount (Overall Premium) of the proposal under consideration

   c. Overall Calculation:

   i. The weights given to the Technical and Financial Proposals are:

\[
\text{Technical (Wt)} = TS \times 0.40; \quad \text{and} \\
\text{Financial (Wf)} = FS \times 0.60.
\]

   ii. The sum of the two numbers above (Wt + Wf) must always be 1.00.

30. The commercial Proposals (Part II: The Commercial Part) of technically unqualified Bidders will be returned unopened to the Bidders.

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

32. The Format of the Proposal:

The Format of your Proposal shall be in two parts as follows:
33. **Part I: The Technical Part:**

It shall be the Bidder’s own *un-priced* presentation as explained in the following paragraphs, submitted in a first sealed envelope clearly marked “**RFP: INS/GMIP/WBFO/01/13 / Part I: The Technical Part**”. This part of the Proposal must address the issues in paragraph 31.24 underneath and address the issues in all the Annexes to this RFP except Annex IX which should only be addressed under Part II: The Commercial Part. The envelopes containing Part II: The Commercial Part will be returned unopened to Bidders who do not qualify and pass the Technical Evaluation.

**The Technical Part: Introduction and Background Information.**

31.1 Through the appropriate GMIP contract or policy the company(ies) having been awarded the contract will grant medical insurance cover to the UNRWA local area staff and their families within the West Bank as per the list of names that will be provided by the UNRWA (Beneficiaries), in accordance with the terms and conditions included in the contract that will be established as the result of the present RFP.

31.2 The statistics provided under the present documentation are to be taken into consideration by the potential Bidders for the elaboration of their proposal. The figures provided under Annex II are for statistical purposes and may vary in additions and deletions throughout the duration of the policy and therefore they are not binding on UNRWA.

**The Objectives of the RFP.**

31.3 Through the current RFP UNRWA is looking for a global approach from potential Bidders in their proposal of GMIP coverage for the expressed Beneficiaries.

31.4 The UNRWA has the following objectives in soliciting health care coverage:

- To provide UNRWA Local Area Staff with a quality, affordable, healthcare benefits program responsive to the Beneficiaries’ needs;
- To ensure healthcare costs are managed effectively;
- To responsibly utilize the contributions of the Agency and of the Local Area Staff for the provision of health care program(s).

31.5 The UNRWA is interested in options that would provide the greatest value. Elements of increased value include, but are not limited to:

- High level of benefit design,
- Low insurance costs,
- Easy accessibility to the provider
- Low costs of administration,
- Provision of administrative services to Beneficiaries,
- Efficiency and effectiveness of administration, and
- Access to the best providers of health services (hospitals, clinics, etc) within the West bank to the extent practicable, and as a minimum.
Eligibility

31.6 The healthcare program(s) – GMIP(s) - are intended for UNRWA’s locally employed staff and their spouses and dependents in the West Bank.

31.7 The UNRWA’s employment policy includes health insurance coverage for locally employed staff, including all their dependents recognized as such by UNRWA.

31.8 To the effects of the present RFP, “UNRWA locally employed staff or UNRWA staff or UNRWA employee” means any employee or staff of UNRWA working in an established job, post, position or office in a territory or area in West Bank designated by the Agency and who are eligible to participate in the GMIP coverage in accordance with this RFP.

31.9 To the effects of the present RFP, “UNRWA locally employed staff’s recognized dependent” means:

- The legally recognized wife or husband, up to and including age 70, of an UNRWA locally employed staff, registered as a recognized dependent of the UNRWA locally employed staff (not including those who are legally separated) or the person living with an UNRWA locally employed staff in a recognized relationship and who is registered as a recognized dependent of the UNRWA locally employed staff in the records of UNRWA and who are eligible to participate in the GMIP coverage in accordance with this RFP; and

- The UNRWA locally employed staff’s unmarried children, step-children, and children legally adopted, who are:
  - Under 18 years of age, living in the staff member’s household or absent there from only to attend school, registered as a recognized dependents of the UNRWA locally employed staff in the records of UNRWA and who are eligible to participate in the GMIP coverage in accordance with this RFP;
  - 18 years and over but under 25 years of age and who are full-time students at a recognized school, institute, college or university, provided they are dependent upon the UNRWA locally employed staff for support, registered as recognized dependents of the UNRWA locally employed staff in the records of UNRWA and who are eligible to participate in the GMIP coverage in accordance with this RFP; and
  - Unmarried dependent children, who are permanently and totally disabled, registered as recognized dependents of the UNRWA locally employed staff in the records of UNRWA and who are eligible to participate in the GMIP coverage in accordance with this RFP.
At the sole option of the eligible UNRWA locally employed staff participating in the GMIP coverage and subject to exceptional approval of the UNRWA on condition that all cost towards premium is covered by the UNRWA locally employed staff, the UNRWA locally employed staff’s unmarried children, step-children, and children legally adopted, who are: 18 years up to age 25 and who are not pursuing any studies and who are dependent upon the UNRWA locally employed staff for support and who are permanently living in the same household of the UNRWA locally employed staff.

31.10 Health insurance coverage is also compulsory for all newly recruited staff and all their recognized dependents.

31.11 All the eligible UNRWA Locally Employed Staff, their spouses and dependents shall be insured and included in the GMIP coverage in accordance with the proposed contract / policy as of the Effective Date of the contract / policy resulting from the present RFP and they shall remain insured and covered in accordance for the duration of their employment as an UNRWA Locally Employed Staff in The West Bank.

31.12 For newly recruited staff, their spouses and dependents shall be insured and included in the GMIP coverage in accordance with the proposed contract / policy as of the Effective Date of their contract(s) of employment with UNRWA and shall remain insured and covered in accordance for the duration of their employment as an UNRWA Locally Employed Staff in The West Bank.

All the UNRWA Locally Employed Staff shall be eligible to participate in the GMIP coverage provided they have not reached their sixtieth (60th) birthday on or before the Effective Date of the contract / policy resulting from the present RFP.

During the life of the contract UNRWA will provide information to the insurer, on a monthly basis, advising the dates that new Staff joined the scheme and those Staff who have left the scheme.

31.13 Newly recruited staff shall be eligible to participate in the GMIP coverage if on the date of their employment they have not reached their sixtieth (60th) birthday.

31.14 UNRWA may extend the employment of Locally Employed Staff up to the maximum of their sixty-second (62nd) birthday. Throughout the duration of such extensions and until the maximum of their sixty-second (62nd) birthday, the extended Locally Employed Staff shall remain eligible to participate in the GMIP.

31.15 UNRWA requires Staff Members to be covered during each Calendar year and if a Staff Member retires during the Calendar year, they shall remain covered until the end of that Calendar year. UNRWA is also allowing retired staff up to the age of 65 and their authorized dependents at their own option to be eligible to participate and at their own cost in the GMIP coverage. The Retired staff will pay in advance for themselves and their authorized dependents the full yearly
premium to UNRWA. To the effects of the present RFP “UNRWA Retired Staff Member up to the age of 65 and their authorized dependents” shall mean UNRWA Staff Member who takes early retirement or retire before their 65th birthday and their authorized dependents.

31.16 For information: The UNRWA recruitment policy requires a medical examination prior to appointment and accordingly those who are found medically unfit are not appointed.

Funding of the GMIP

31.17 The payment of the annual premium per staff member is divided between UNRWA’s contribution (60%) and the staff members’ contribution (40%) of the staff member basic salary.

31.18 UNRWA undertakes to pay the annual premiums on behalf of the Beneficiaries.

31.19 The potential Bidders will include a tentative schedule of payments in their proposals, to be agreed by UNRWA at contract signature.

Coverage

31.20 The UNRWA leaves the potential Bidders at liberty to propose the best GMIP(s) policy(ies) in accordance with the principles enumerated under paragraphs 4 and 13 above. Annex III contains the current coverage and Loss ratio statistics for information purposes. The Terms of Reference included in this RFP are to be considered a minimum mandatory basis but variants with improved coverage plans are acceptable (see following paragraphs).

31.21 One of the options that the UNRWA envisages could be the establishment of modular GMIP(s). This means that, the UNRWA expects to receive proposals including a basic coverage option. See next paragraph.

31.22 Additionally, the UNRWA is ready to consider upgraded versions of the basic coverage option. In these cases the Beneficiaries having chosen the upgraded options will personally fund/pay the premium price difference.

31.23 Please note that upgraded benefits cannot consist on the inclusion of different Health Service Providers (Hospitals / Clinics) which must be common to all packages. Never the less, the upgraded benefits may include, e.g. coverage of other medical services, higher reimbursements of some kind of medical expenses, or hospitalization in higher class rooms (these being not exhaustive and not binding examples).
31.24 Part I, The Technical Part: List of Mandatory Documents to be included in the first sealed envelope marked “RFP: INS/GMIP/WBFO/01/13 / Part I: The Technical Part”:

In general terms, the proposal shall provide all information necessary for the UNRWA to evaluate the proposed healthcare program(s) or GMIP(s). They shall provide answers to all questions and all requested information and data as contained in the present RFP.

Additionally the Bidders are requested to register their Companies with UNRWA as an approved UNRWA supplier. This is a mandatory requirement. To this effect, the Bidders are invited to register electronically following this electronic link:

http://www.unrwa.org/etemplate.php?id=267

In particular, the following formal documents must be included in the first sealed envelope marked “RFP: INS/GMIP/WBFO/01/13 / Part I: The Technical Part”:

31.24.1 A letter of introduction as per model at Annex IV of the present RFP, duly signed and stamped, using their letterheads. Including:
   • The name, title, address and telephone and facsimile number of the authorized representative of the Company/Firm submitting the Proposal;
   • The date of the submitted Proposal; and
   • The validity of the submitted Proposal.

31.24.2 A detailed Technical Proposal, in English and Arabic, explaining how the submitted Proposal(s) meet the requirements established in the present RFP, and how the proposed GMIP(s) will operate. The proposal shall contain a concise summary of the subject items described in the proposal evaluation criteria contained in the RFP. The Bidders are required to indicate the assistance they will provide in the employee communication process (including promotional material, informational meetings, wellness program, etc). The UNRWA considers that the costs for these communication services are included in the general plan pricing.

31.24.3 The insurance policy or contract proposed to implement the proposed GMIP(s). They shall address each and all of the elements outlined in the present RFP.

31.24.4 The Bidders including a medical providers network in their proposals must provide a list with the number of providers in the requested areas of coverage, namely North (Nablus), Central (Jerusalem) and South (Hebron) areas and identify available medical specialties. The Bidders shall highlight the average contracted discounts from different medical providers. In addition, a specimen of the contracts with the providers is required.
31.24.5 The Bidders shall demonstrate their medical insurance application (software capacity and capability) in terms of description of different software modules and system generated reports. A specimen shall be provided in the Bid.

31.24.6 The proposal shall also demonstrate the experience and capabilities of the Bidder in providing its proposed healthcare benefits program(s) and its experience working with employees of international organizations as well as other groups of employees. In order to document this, the Bidders should include (mandatory but not limitative / exhaustive list):

31.24.6.1 A full history of the company, highlighting the factors that in their view qualify the Bidders for providing Group Medical Insurance Policy (GMIP) coverage for the UNRWA in the terms established in the present RFP.

31.24.6.2 Specific and detailed information (e.g. latest catalogues / brochures) on its company, its local representation (if applicable), and any proposed sub-contractor(s) and/or third party administrator(s) presence in West Bank.

31.24.6.3 Several description/s of similar and recent Group Medical Insurance Policies executed by their company that clearly illustrates at least five (5) years of relevant business experience, and specific detailed and un-priced examples of such Insurance Policies handled that have or have had value of at least similar value to their Proposal.

31.24.6.4 References with contacts and phone numbers of similar size accounts of other organizations (international, national, public or private) which are utilizing its group healthcare insurance program(s) (See Annex VI).

31.24.6.5 Any other information that they may deem pertinent regarding the competitive advantage of their proposed offer.

31.24.7 A Bid bond in form of an unconditional and irrevocable Bank Guarantee for the total sum of US Dollar (USD) 20% of the total value of awarded contract as result to this RFP valid at minimum until the 31 day of the month of December in the year of two thousand and eleven (31 December, 2011) and strictly textually in accordance with the specimen provided in Annex VII.

31.24.8 A copy of the Vendor Profile Form (Annex V to this RFP) duly filled and completed clearly and accurately by typing in English, in block capitals and according to the instructions included (Annex V), signed and stamped by the legal representatives of the bidding company (those holding Power of Attorney).

31.24.9 A copy of the company’s statute(s).

31.24.10 A detailed explanation of all factors of local representation (IF / WHERE
In case sub-contracting and/or third party administration of any of the insurance services offered the Bidders shall also provide:

- A complete Vendor Profile Form for their local representative(s) and/or their sub-contractor(s) and/or their third party administrator(s).
- The relevant documentation from the local representative(s) and/or sub-contractor(s) and/or third party administrator(s) confirming acceptance to provide the required services under the terms, conditions and duration of the contract as proposed by the Bidder.
- The company statutes documentation from the local representative(s) and/or sub-contractor(s) and/or third party administrator(s).

31.24.11 Enough documentary evidence to prove that the Bidder is legally authorized to operate in the West Bank, directly or through their local representative(s) and/or their sub-contractor(s) and/or their third party administrator(s).

31.24.12 A Certificate from the appropriate authorities stating that the Bidder is not under liquidation or bankruptcy.

31.24.13 Certified copies of their audited financial statements for the past three years produced by an internationally recognized firm of Chartered Accountants including the balance sheets, profit and loss accounts, statements of current net assets as well as the auditors accompanying observations. Such certified copies of audited financial statements must also be provided for local representative(s) and/or sub-contractor(s).

31.24.14 A separate document stating the name, address, telephone and facsimile number of their re-insurance company.

31.24.15 A letter from the re-insurer including a statement confirming their coverage under the terms and conditions of this RFP and any contract that may be awarded as a result of this RFP (the policy or contract proposed by the Bidder).

31.24.16 IF/WHERE applicable: a copy of any process quality certificates in support of any claims of ISO or other quality assurance certifications.

31.24.17 The Bidders are invited to provide any other information that they may deem pertinent regarding the competitive advantage of their proposed offer.
Part II: The Commercial Part:

It shall be the Bidder's own priced presentation as explained in the paragraphs underneath, submitted in a separate second sealed envelope clearly marked “RFP: INS/GMIP/WBFO/01/13 and Part II: The Commercial Part”. This part of the Proposal must include Annex IX to this RFP.

32.1 For each proposed benefit program the Bidders are required to provide a summary financial page and summary benefit design.

32.2 The UNRWA would like to see options to cap, guarantee, or in some other way fix the costs for each plan, per year. The Bidders are invited to identify and describe all cost containment programs included in their plan(s).

32.3 The Bidders should provide premium price(s) for the Group Medical Insurance Policy (GMIP) coverage in a way that will allow evaluators without Insurance or Actuarial background to easily understand the financial proposal, and the impact of the different choices that could be made.

32.4 Notwithstanding the above this RFP provides, as an example and for information purposes only, a Format of Premium submission in Annex IX (RFP Commercial Proposal Form).

32.5 The Bidders' price(s) should be provided in US Dollar (USD).

32.6 The Bidders are reminded that the UNRWA is exempted from all direct taxes, including fiscal stamps and municipal taxes and the premium price(s) offered should be net of any such taxes. The premium price(s) shall be deemed to cover all costs, expenses and charges.

32.7 As established for the Technical Part (31.24.1), the Bidders should also state in this Part II: The Commercial Part:
   • the name, address, telephone and facsimile number of the Company/Firm submitting the Proposal.
   • the name, title, address, telephone and facsimile number of the authorized representative of the Company/Firm submitting the Proposal.
   • the date of the submitted Proposal, and
   • the validity of the Proposal submitted.

32.8 The Bidders are again strongly advised to provide ALL of the information mentioned in paragraphs 32.1 to 32.7 above, since any incomplete Proposal may prejudice the Proposal submission and disqualify the Proposal.

33. During the evaluation of Part I: The Technical Part of the Proposals received, the UNRWA may request any of the Bidders to conduct a technical presentation of their Proposals as a final part of the technical evaluation process. In case such technical presentation(s) may be necessary the Bidder(s) will be given a minimum of 48 hours notice.
34. **Proposal validity:**

Proposals submitted in response to this RFP shall remain valid for acceptance for a period minimum until the 30 day of the month of June in the year of two thousand and thirteen (30 June 2013). Please confirm that the Proposal will remain valid at least for this period:

- Under **Part I: The Technical Part** (paragraph 31.24.1 refers) as well as
- Under **Part II: The Commercial Part** (paragraph 32.7 refers).

35. **Queries and Mandatory Bidder’s Conference:**

35.1 **Queries:**

Queries / Questions from potential bidders in order to clarify the present documentation can be sent by e-mail to e-mail address FPLO-WB@UNRWA.ORG before 14 February 2013.

All queries and questions will be consolidated and answered at the bidder’s conference.

35.2 **Mandatory Bidder's Conference**

A mandatory bidder's conference will be held **28 February 2013 from 12 a.m. to 2:00pm**.

A representative of the companies willing to participate in the present tender procedure must attend the conference in order to be considered for award.

The bidders' conference will be held:

- To answer potential suppliers' questions, and
- To ensure a clear understanding of the UNRWA's requirements in each case.

The answers provided will be formally documented, and distributed to the companies having been present at the Bidder’s conference and prior to the submission of offer deadlines. These will be considered included as part of the solicitation documents, for the elaboration of offers.

**UNRWA Staff Contact to confirm attendance to the Bidder’s Conference:**

Ms. Rula Rayan  
Procurement Officer (Construction & Services)  
Email: r.rayan@unrwa.org  
Telephone: +972-2-5890551  
Mobile: +972-542168628
No contact with any other UNRWA employee on the matter of this RFP is allowed except through the proper proposal query process outlined in this paragraph.

36. **Proposal acknowledgement:**

Bidders should return the attached acknowledgment form (Annex X) by 1 February 2013 via e-mail to FPLO-WB@UNRWA.ORG or facsimile (facsimile no. + 972 2 581 6564) advising whether your company/firm intends to submit a Proposal. Should you wish to submit your Proposal through another company, such as any authorized local representative(s) and/or in cooperation with any other company or companies, the attached acknowledgment letter (Annex X) must be accompanied by your written notice of any such arrangements, clearly indicating your local representative, and the name or names of any other companies which intend submit a Proposal in cooperation with you as well as your business relation with them. Failure to follow the above may result in rejection of the Proposal.

37. **Proposal Submissions:**

37.1 Proposals must be submitted in a securely sealed and suitable envelope that must be received not later than 14 March 2013 (see also Paragraph 37.5 below).

37.2 The Proposals received after the designated time and date will be automatically rejected.

37.3 It is the responsibility of the Bidders to ensure that the Proposals are received by the UNRWA at the address shown in paragraph 37.5 below by the designated time and date.

37.4 The Bidders are advised that in order to ensure safe receipt by UNRWA of a Proposal, it is recommended that the original Proposal be sent by express mail/courier to the address shown in paragraph 37.5 below.

37.5 The Bidders should submit the Bid in **Three (3) COPIES.** The **three (3) copies of Part I: The Technical Part** and the **three (3) hard copies and CD of Part II: The Commercial Part** should be placed in **two** separate sealed envelopes and be clearly marked as indicated in paragraphs 33 and 0 above. Both the sealed envelopes should then be placed in **one sealed outer envelope or mail package** clearly addressed to and marked as follows:
UNITED NATIONS RELIEF AND WORKS AGENCY (UNRWA)
Attention: Chairperson, Tender Opening Committee
UNRWA West Bank Field Office
Sheikh Jarrah – Jerusalem
PO Box 19149, Jerusalem 91191
Envelopes clearly marked: SEALED Proposal - DO NOT OPEN
RFP number: RFP INS/GMIP/WBFO/01/13
Closing date: 14 March 2013

For Local Bidders in West Bank they can submit the Bid as follows:

UNITED NATIONS RELIEF AND WORKS AGENCY (UNRWA)
Support Services Office (SSO)
Industrial Area, opposite to Volvo Company - Ramallah
Contact person: Michael Faqes (Abu Zuhdi)
Tel: +972-2-2975781
Fax: +972-2-2972968
Mobile: +972542168255- 0597777074

Please ensure that your outer mail package is clearly marked or labeled as indicated above.

37.6 The Proposals that are not submitted in the required number of copies, properly divided and placed in separate sealed and marked envelopes for Part I: The Technical Part and Part II: The Commercial Part and placed in a sealed and marked outer envelope or mail package as indicated in paragraphs 33, 0 and 37.5 above may be rejected.

37.7 The delivery to any other UN or UNRWA office location, such as the Mail room, the Visitors' desk or the Security/Gate desk, will be at the risk of the Bidder and will not constitute timely delivery of the Proposal. No excuse or extenuating circumstances will be accepted.

37.8 The Proposals received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open the Proposal will decide when the specified time has arrived, and no Proposal received thereafter will be considered. No responsibility will attach to an officer for the premature opening of a Proposal not properly addressed and identified. Modifications of Proposals already submitted will only be considered if received by postal/courier service prior to the hour set for opening of the Proposals.

Yours Sincerely,

[Signature]
Stephen Gibson
Field Procurement and Logistics Officer
UNRWA Field Office, Jerusalem
Annex I

CONTRACT SPECIMEN

Intentionally left blank.

(A Contract Specimen is requested which will be reviewed and may be tailored according to UNRWA needs by UNRWA before the Contract is signed. Note that UNRWA insists on using its own GCC’s which are at Annex XII)
### Annex II

**Group Medical Insurance**

**Statistical Information as at December 2012**

**Number of Persons to be Insured as per their Age – UNRWA West Bank Field Office**

<table>
<thead>
<tr>
<th>Age Cat</th>
<th>Male</th>
<th>Female</th>
<th>Subtotal</th>
<th>Husband</th>
<th>Wife</th>
<th>Subtotal</th>
<th>Daughter</th>
<th>Son</th>
<th>Subtotal</th>
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<td>4</td>
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<table>
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<th>Age Cat</th>
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<td>0</td>
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<td>0</td>
</tr>
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| Subtotal   | 177    | 187   | 364      | 364         |
| Grand Total| 364    | 0     |          | 0           |

*Note: *1. **WB FO**
## Number of insured persons distributed by Area / Location – West Bank Field Office

<table>
<thead>
<tr>
<th>Area</th>
<th>Number of Participant (Employees)</th>
<th>regular staff member</th>
<th>LDC</th>
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</thead>
<tbody>
<tr>
<td>Center Area: Jerusalem, Ramallah, Jericho and FO-</td>
<td>1626</td>
<td></td>
<td>189</td>
</tr>
<tr>
<td>South Area: Hebron, Bethlehem and Jericho</td>
<td>985</td>
<td></td>
<td>75</td>
</tr>
<tr>
<td>North Area: Nablus, Tulkarem, Jenin, Qalqilia, Salfeet and</td>
<td>1598</td>
<td></td>
<td>100</td>
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<tr>
<td><strong>Grand Total</strong></td>
<td><strong>4209</strong></td>
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<td><strong>364</strong></td>
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## Percent of insured persons as per their Age - WB FO

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<thead>
<tr>
<th>Age Cat</th>
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<th>LDC Staff Member</th>
<th>Grand Total</th>
<th>Percentage %</th>
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</table>
Annex IV

LETTER OF INTRODUCTION

{ letterhead paper of the Bidder, including full postal address, telephone no. and fax no.}

Date: …………………

To: THE UNITED NATIONS RELIEF AND WORKS AGENCY (UNRWA)
Attention: Chairperson, Tender Opening Committee
UNRWA West Bank Field Office
Sheikh Jarrah – Jerusalem
PO Box 19149, Jerusalem 91191

To whom it may concern,

1. Being duly authorized to represent and act on behalf of ………… (Hereinafter “the bidder”), in accordance with the Commercial Circular or Power of Attorney attached, and having reviewed and fully understood the requirements of the RFP, the undersigned hereby offer our best Proposal for this contract, in accordance with the terms and conditions of the RFP, our Proposal being valid until 31 December, 2011.

2. We hereby declare our awareness of the fact that the RFP document with its annexes will constitute a part of any contractual agreement(s) that may be awarded as a result of this RFP and we acknowledge that we understand and have taken note of the terms and conditions of this RFP including the UNRWA General Conditions of Contract for Procurement of Services.

3. We confirm that our firm did not attempt, in the process of this tender procedure, to obtain confidential information, enter into unlawful agreements with other Bidders nor influencing or attempting to influence the tender process.

4. We also confirm that our firm is not affected by any potential conflict of interest and has no links with other Bidders or parties involved in this tender.

…/2
5. We declare that our firm will at all times, act honorably and impartially in accordance with the code of conduct of its profession and that no corrupt practices of any kind at any stage will be used. (Corrupt practices are the offer of a bribe, gift, gratuity, favor or commission to any person as an inducement or reward for performing or refraining from any act relating to this RFP).

6. Your Agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this proposal, and to seek clarification from any authority, bankers and clients regarding any financial and technical aspects of the proposal. This letter of introduction will also serve as an authorization for the UNRWA to approach any individual or institution referred to in the supporting information, to provide such information deemed necessary by the UNRWA to verify the statements and information provided in this proposal, or with regard to our resources, experience and competence.

7. If awarded the contract, we undertake to provide the UNRWA with the performance guarantee in the amount equal to 20% of the total yearly contract value as stipulated under paragraph 21 of the RFP and in accordance with the form in Annex VIII to the RFP.

Name (Authorized) : __________________
Title : __________________
Company : __________________
Stamp : __________________
Date : __________________
Company’s Address : __________________
Company’s Telephone : __________________
Company’s Facsimile : __________________
# Annex V

## Vendor Profile

### Section 1: Company Details and General Information

1. **Name of Company:**

2. **Street Address:**
   - **Postal Code:**
   - **City:**
   - **Country:**

3. **P.O. Box and Mailing Address:**

4. **Tel:**

5. **Fax:**

6. **Email:**

7. **WWW Address:**

8. **Contact Name and Title:**

9. **Parent Company (Full legal Name):**

10. **Subsidiaries, Associates and/or Overseas Representative(s) and Support Offices (Include location and staff employed attach a List if necessary):**

11. **Type of Business (Mark one only):**
   - Corporate/ Limited:
   - Partnership:
   - Other (specify):

12. **Nature of Business:**
   - Manufacturer:
   - Authorised Agent:
   - Trader:
   - Consulting Company:
   - Other (specify):

13. **Year Established:**

14. **Number of Full-time Employees**

15. **licence no./State where registered:**

16. **VAT No./Tax I.D:**

17. **Technical Documents available in:**
   - English
   - French
   - Spanish
   - Arabic
   - Other (specify)

18. **Working Languages**:
   - English
   - French
   - Spanish
   - Arabic
   - Other (specify)
### Section 2: Financial Information

19. Annual Value of Total Sales for the last 3 Years

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount (USD million)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

20. Annual Value of Export Sales for the last 3 Years:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount (USD million)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

21. Bank Name:  
   Swift/BIC Address:  
   Address:  
   Bank Account Number:  Account Name:  

22. Please provide a certified copy of the company’s most recent Annual and Audited Financial Report.

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

24. Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (please provide a Copy of your latest Certificate):

25. International Offices/Representation (Countries where the Company has local Offices/Representation):

26. For Goods only, do those offered for Supply conform to National/International Quality Standards?  If yes which standard?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

27. List below up to fifteen (15) of your Core Goods/Services offered:

<table>
<thead>
<tr>
<th>UNCCS Code</th>
<th>UNCCS Description (one Line for each Item)</th>
<th>National/International Quality Standard to which Item conforms</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
Section 4: Experience

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

<table>
<thead>
<tr>
<th>Organization</th>
<th>Value in USD</th>
<th>Year</th>
<th>Goods/Services Supplied</th>
<th>Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>USD</td>
<td></td>
<td></td>
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<td>USD</td>
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<td>USD</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

29. To which Countries has your Company exported and/or managed Projects over the last 3 Years?

Section 5: Other

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

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

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

The United Nations may require a contractor to provide the United Nations with a Performance Bond (to guarantee fulfilment of terms & conditions) when contracts are awarded. Please indicate the maximum amount of Performance Bond your company is able to support:
USD ________________________________

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

   Name _____________________________
   Functional Title ____________________
   Signature __________________________
   Date ______________________________

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

Section 6: Additional Information required for this ITB

34. Insurers Classification - Rating:
35. Name of Classification & Rating Organisation:
36. Re-Insurers name, address, telephone and facsimile number:
37. Re-Insurers Classification - Rating:
38. Name of Re-Insurers Classification - Rating Organisation:
39. Insolvency Rte:
   Please provide attached with this Registration Form documents proving your own as well as your re-insurers Classification - Rating - Grade Ex.: AAA.
INSTRUCTIONS FOR COMPLETION

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

1. Full name of company.
2. Full street address.
3. Full mailing address (including P.O. Box, if any).
4. Telephone number, including correct country and area codes.
5. Fax number, including country and area codes.
6. Email address.
7. WWW Address.
8. Provide name of person (including title) or department to whom correspondence should be addressed.
9. Full legal name of parent company, if any.
10. Please provide, on a separate sheet if necessary, names and addresses of all subsidiaries, associates and overseas representatives if any.
11. Please tick one box. If the last box is ticked, please specify.
12. Please tick one box. If the last box is ticked, please specify. If the company is a manufacturer of some products and a trader/agent of others which they do not manufacture, both boxes should be ticked.
13. Indicate the year in which the organization was established under the name shown in Item 1.
14. Indicate the total number of full-time personnel in the company.
15. Provide the license number under which the company is registered, or the State where it is registered.
16. Provide the VAT number or Tax I.D. of the company.
17. Please tick the boxes for which languages the company is able to provide technical documents.
18. Please tick the boxes for which languages the company is able to work in.
19. Provide the total annual sales for the organization for the last 3 financial years in USD millions.
20. Provide the total export sales for the organization for the last 3 financial years in USD millions.
21. Provide the full name, address and SWIFT address of the bank used by the company.
22. Provide the company's bank account number and the account name.
23. Please provide a copy of your most recent annual report or audited financial report.
24. List any Quality Assurance Certificates (e.g. ISO 9000 series) that have been issued to your company and provide a copy of the latest certificates.
25. List all countries where the company has local offices or representation.
26. Indicate whether the company's products conform to national/international standards. If yes please attach copies of the certificates.
27. Please list up to 15 of the core goods/services offered. If available, provide the UNCCS code (United Nations Coding System for goods and services) and describe them according to the UNCCS description. For each item, list the National/International Quality Standard to which it conforms.
28. Enter the name(s) of UN organizations which your company has dealt with recently. Provide the value and the year of the contract, the goods/services supplied and the country of destination of each contract. If you have had more than 7 of such contracts, please attach a separate sheet indicating the others. Documentary evidence of such contracts is required, e.g. copies of purchase orders. Organizations in the UN system are: UN; UNCTAD; UNEP; UNCHS(Habitat);
29. List export markets, in particular, all developing countries to which your company has exported over the last 3 years.

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

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

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

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

34. Please provide your Company's insurers Classification Rating.

35. Please provide the name of your Company's Classification and Rating Organization.

36. Please provide your Re-insurers name, address, telephone and facsimile number.

37. Please provide your Re-insurers Classification Rating.

38. Please provide the name of your Re-insurers Classification Rating organization.
Annex VI

(Specimen)

References.

The Bidders must provide references with contacts and phone numbers of similar size accounts of other organizations (international, national, public or private) which are utilizing its group healthcare insurance programs. To this effect, the information listed in the table below must be provided (mandatory requirement).

<table>
<thead>
<tr>
<th>Customer's Name and Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
</tr>
<tr>
<td>Contract Completion Date (if applicable)</td>
</tr>
<tr>
<td>Name of Customer Point of Contact</td>
</tr>
<tr>
<td>Telephone Number of Point of Contact</td>
</tr>
<tr>
<td>Email Address of Point of Contact</td>
</tr>
<tr>
<td>Scope of Services</td>
</tr>
<tr>
<td>Number of Beneficiaries</td>
</tr>
<tr>
<td>Relevance for UNRWA</td>
</tr>
</tbody>
</table>
Messrs.: United Nations Relief and Works Agency
For Palestine Refugees in the Near East
(UNRWA) in the West Bank

Bid Bond
For
Request for Proposal (RFP) No. INS/GMIP/WBFO/01/13
For the provision of
Group Medical Insurance
Policy coverage for the UNRWA Locally
Employed Staff and their Recognized
Dependents in
The West Bank

To whom it may concern,

We have the honor to inform you that our establishment guarantees jointly and severely, in your favor Messrs. __________________________ for the amount of US Dollar (USD__________) 20% of the total yearly value of awarded contract as result to this RFP for the proposal they presented for the Insurance of locally employed staff and their dependents in the West Bank.

This unconditional guarantee shall remain valid and irrevocable until 1 May 2013.

In the event of Messrs. __________________________ withdrawing their proposal before the expiration of the period of validity of this guarantee, we undertake to pay in cash to you upon your demand and not withstanding any objections on the part of the said Messrs. __________________________ the aforesaid sum of US Dollar (USD__________) 20% of the total yearly value of awarded contract as result to this RFP.

For the execution of this guarantee, we elect domicile at our offices in __________________________.

Yours faithfully,
Annex VIII

Messrs.: United Nations Relief and Works Agency
For Palestine Refugees in the Near East
(UNRWA) in the West Bank

Performance Guarantee

For
The Contract providing Group Medical Insurance
Policy (GMIP) coverage for the UNRWA Locally
Employed Staff and their Recognized
Dependents in
The West Bank

To whom it may concern,

We have the honor to inform you that our establishment guarantees jointly and severely in your favor Messrs. ------------------------------ for the amount of US Dollar (USD__________) 20% of the total yearly value of awarded contract as result to this RFP Only for the good performance of the contract for insurance of locally employed staff and their dependants.

This unconditional guarantee shall remain valid and irrevocable until 30 April 2014.

In the event of Messrs. ------------------------------- not fulfilling their obligations towards the said contract, we undertake to pay in cash to you upon your first demand and not withstanding any objections on the part of the said Messrs. ------------------------------- the sum of US Dollar (USD__________) 20% of the total yearly value of awarded contract as result to this RFP ------- ------Only.

Upon expiry of this guarantee and unless otherwise requested by you, this unconditional and irrevocable guarantee will be extended automatically (tacit) and successively year after year with the same terms and conditions.

For the execution of this guarantee, we elect domicile at our offices in ----------------------------.

Yours faithfully,
Annex IX

RFP Commercial Proposal Form
RFP # INS/GMIP/WBFO/01/13

Name and address of the Bidder:

The annual Premium rates shall be as follows (net of any taxes):

<table>
<thead>
<tr>
<th></th>
<th>Estimated number of Insured</th>
<th>Yearly Premium per each insured</th>
<th>Total yearly premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult staff member or recognized dependents (18 years &amp; above)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recognized dependent Child (under 18 years)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retired Staff Member up to the age of 65 or recognized dependents (18 years &amp; above)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Authorized Dependents of UNRWA Retired Staff Member (under 18 years)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Grand Total

(Grand Total Yearly Premium Only US Dollar
-----------------------------------------------)

I / We the undersigned, whose name(s) and address appear above, offer the above premium rates for the Group Medical Insurance Policy (GMIP) for the UNRWA Locally Employed Staff and their Recognized Dependents, subject to the conditions for tendering and provisions of RFP # INS/GMIP/WBFO/01/13. Our Proposal is valid until 30 June 2013.

Date : _______________  Bidder’s Signature : _______________
Name : _______________  Title : _______________
Company’s Official Stamp: _______________
Telephone : _______________  Facsimile : _______________
Annex X

ACKNOWLEDGEMENT

Date: _______________

SUBJECT: RFP No. INS/GMIP/WBFO/01/13 for the Provision of Group Medical Insurance Policy Coverage (GMIP) for the UNRWA Locally Employed Staff and their Recognized Dependents in West Bank

Dear Sir/Madam,

We, the undersigned, acknowledge receipt of your RFP under subject of 17 January 2013 and hereby confirm that:

We intend ( )

We do not intend ( )

to submit a proposal to UNRWA by the deadline date of 14 March 2013

Very truly yours,

Signature : ____________________________________________
Name : ____________________________________________
Title Name and Address of Company : ____________________________________________
Telephone No : ____________________________________________
Facsimile No : ____________________________________________

RETURN VIA FACSIMILE TO NUMBER: + 972 2 581 6564.
Attn: Contracts Section
Field Procurement and Logistics Section
UNRWA Field Office, Jerusalem

This acknowledgement form must be returned via facsimile before 1 February 2013.
Annex XI

### In Hospital Coverage-WB Field

<table>
<thead>
<tr>
<th>Class</th>
<th>Second Class</th>
</tr>
</thead>
<tbody>
<tr>
<td>Room and Board</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>Surgical Benefits</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>ICU, CCU</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>Medications &amp; Procedures</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>Accompanied coverage (for children less than 14 years old)</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>Stent</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>Ambulance</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>Life threatening conditions</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>(Cardiac, Renal or Neurosurgery)</td>
<td></td>
</tr>
<tr>
<td>New Born Babies &amp; Benefits</td>
<td>Covered from day one</td>
</tr>
<tr>
<td></td>
<td>Coverage of incubator up to 10 days</td>
</tr>
<tr>
<td>Normal Delivery 100%</td>
<td>Up to ceiling of $600</td>
</tr>
<tr>
<td>Caesarean Delivery 100%</td>
<td>Up to ceiling of $1,200</td>
</tr>
</tbody>
</table>

### Out of Hospital Coverage-WB Field

<table>
<thead>
<tr>
<th>Class</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage percentage</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>Physician Fees and procedures</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>Prescribed medications</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>Physiotherapy</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>Endoscopies</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>Out of hospital benefits for emergency cases</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>without residing in the hospital including chronic and pre-existing diseases</td>
<td></td>
</tr>
<tr>
<td>X-Ray, laboratories including triple tests and amniocentesis</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>MRI and C.T. Scan</td>
<td>90% Coverage</td>
</tr>
<tr>
<td>Dental Benefit</td>
<td>Dentists examination fees, normal teeth extraction fees, X-Rays and costs of medicines prescribed by Dentists</td>
</tr>
<tr>
<td>Optical benefit (lenses only)</td>
<td>100% Coverage, to a maximum of NIS600.00 per claim.</td>
</tr>
</tbody>
</table>

Maximum coverage up to $25,000 per beneficiary per year for in and outpatient treatment combined and a total of $75,000 for the whole family together.

Options for both closed system and open system should be considered for the tender.

**Excess:**

- NIS 20 on each and every claim for open system;
- NIL room and board when participant selects second class room; and
- 20% of accommodation when participant selects first class room.
Coverage Areas
The Contractor shall take all reasonable and necessary measures to ensure appropriate hospital and provider network area coverage to cover all West Bank locations regarding the three areas specified by UNRWA

- Nablus Area: – Nablus, Tulkarem, Jenin, Qalqilia, Salfeet and Tubas at North.
- Jerusalem Area: - Jerusalem, Ramallah and Jericho at Central area
- Hebron Area: - Hebron, Bethlehem and Around at South.

N.B: UNRWA medical committee has the right to participate with the contractor in setting up the network (Hospitals, Doctors, labs, X-rays Centres, pharmacists, etc…).

UNRWA Medical Doctors
The UNRWA medical officers have the right to check, diagnose and treat him/herself, his/her spouse and dependents; and to be a member of the network specified by the contractor for this purpose but without charging any fees for his/her role of the Medical Care.

Treatments outside West Bank [Egypt, Israel and Jordan]
The Contractor shall contract at least one specific hospital in Egypt, Israel and Jordan which shall be considered as part of the network.

The Contractor will guarantee the coverage for all treatments outside West Bank, within the limits of the contract as follows:

Urgent Cases
If the participant is admitted as an emergency patient to a hospital which is included in the network, the contractor shall guarantee the coverage for all treatment within the limits and tariffs of the contracted hospital.

If the participant is admitted as an emergency patient to a hospital which is not included in the network, the contractor shall guarantee the coverage for all treatment up to the limits and tariffs of the contracted hospital within the respective country.

Cold Cases
The Contractor shall accept a medical report from any hospital or specialist that recommends the need for treatment outside of the West Bank but outside treatment locations shall be limited to Egypt, Israel, and Jordan.

Expenses outside the Network Countries (West Bank, Egypt, Israel and Jordan)
If travelling on duty, UNRWA will contract such additional insurance as is necessary.
If travelling for private reasons, the coverage shall be limited to the tariffs and rates of the contracted network hospitals.

If travelling for private reasons, the coverage shall be limited to the tariffs and rates of the contracted network hospitals.

Conditions of Coverage
Options for both closed system and open system should be considered for the contract. Maximum coverage up to $25,000 per beneficiary per year for in and outpatient treatment combined and a total of $75,000 for the whole family together.
Staff members and their dependents become eligible for coverage from the date of the staff member and their dependents become eligible for coverage from the date of the staff member’s appointment to UNRWA.
Dependent children shall cease to be covered from the age of 18 unless the staff member specifically requests their inclusion.

Staff Members’ children studying inside and outside of the West Bank shall be covered from age 18 to age 25.

Eligible dependents may subscribe, subject to the appropriate premium, at any time during the coverage period.

Costs related to pregnancy shall be included from the date of the coverage period. Pre-Natal and Post Natal treatment shall be considered as normal medical treatment.

As a general rule, the coverage for hospitalization benefits should automatically discontinue on the date when the staff member’s contract would have expired except for the following cases of special continuation:

- Where the hospitalization was already in progress on or before the date of Discontinuation of the participation in the GMIP coverage.
- For new born babies on or before the date of discontinuation of the GMIP coverage. This continuation should not exceed 10 days after their birth.

Cancer Cases
All expenses up to the moment of detecting cancer only and Company will not be responsible to pay any additional expenses for surgery and further complications arising from the cancer.

Extended Coverage
1. Miscarriage / abortions should be covered 100% and not excluded.
2. Plastic surgeries which improve the function and not just for cosmetic purposes should be covered 100%.
3. Dental services should include Dentists Examination Fees, Normal Teeth Extraction Fees, X-Rays, and cost of Medication.
4. Physiotherapy service should be covered 100%.
5. Triple test and amniocentesis should be covered 100%.
6. Chronic and pre-existing diseases and hospitalizations should be covered 100% including stents and open heart surgeries, syringes for all injectable medications, strips for examining Blood Sugar, and Nebulizer treatment.
7. Governmental Medical insurance (By paying 1000 NIS for the family medical insurance yearly by the Global Company) for the congenital diseases, cancer cases after diagnosis, hemodialysis, chemotherapy, radiotherapy, organ transplantations.
8. At least one contracted hospital in Israel, Jordan and Egypt should be part of the insurance network.
9. UNRWA Medical Officers have the right to treat themselves and their dependents and to be considered as part of the network in this respect but without charging them for these activities.

Exclusions
1. All medical expenses due to road or work accidents;
2. Any treatment or examination for which the expenses are reimbursed or paid through any other insurance or payment policy;
3. Age limitation to 70 years old;
4. Disease, illness or bodily injuries from Natural catastrophes, wars, invasions, hostilities or war-like operations, radiation or contamination by radioactivity;
5. Treatment of psychiatric or mental disorders, chronic alcoholism or drug addiction or any injuries caused by self-administered alcohol or drug;
6. Treatment of infertility deliberately and sterilization;
7. Treatment of injuries deliberately for any suicide attempt by the insured;
8. Cosmetic or plastic surgery other than reconstructive surgery necessitated to correct sequelae of traumatic injury;
9. Treatment of injuries resulting from dangerous sports;
10. Rest cures, sanitary or custodial care;
11. The provision of wigs;
12. Installation and cost of hearing aids, laser vision correction procedures (Lasik), contact lenses, artificial limbs, medical equipment or devices whether permanent or temporary;
13. All kinds of cancer;
14. Treatment of congenital diseases;
15. Expenses related to organ transplantation operations.
16. Alternative medicine and treatments, unless it is recognised the State of Palestine, Ministry of Health;
17. Infant food and milk, cosmetic medicine, any medicine or medical services without a doctor prescription;
18. Routine checkup, vaccination, circumcision, and any preventative treatment;
19. Long term life sustaining treatment such as hemodialysis; and
20. Oral surgery including surgical tooth extraction, orthodontics, scaling gum treatment, tooth transplantation tooth cleaning, artificial tooth.
Annex XII

GENERAL CONDITIONS OF CONTRACT
FOR THE PROVISION OF SERVICES ONLY

1. EFFECTIVE DATE: This Contract shall be effective when signed by the Parties. The Contract constitutes a contract between the Parties, the rights and obligations of which shall be governed solely by the terms and conditions of the Contract, including these General Conditions.

2. LEGAL STATUS OF THE PARTIES: UNRWA and the Contractor shall also each be referred to as a “Party” hereunder, and:

2.1 Pursuant, inter alia, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs (including UNRWA) has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

2.2 The Contractor shall have the legal status of an independent contractor vis-à-vis UNRWA, 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.

3. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNRWA in connection with the performance of its obligations under the Contract. Should any authority external to UNRWA seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify UNRWA and provide all reasonable assistance required by UNRWA. 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 UNRWA, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNRWA.

4. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of any services to UNRWA by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:

4.1 The services shall be delivered in a professional and workmanlike manner in accordance with the terms and conditions of this Contract. The Contractor shall conduct its operations with due diligence and efficiency, in accordance with sound technical, financial and managerial standards and practices.

4.2 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.

4.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNRWA, 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.

4.4 At the option of and in the sole discretion of UNRWA:

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

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

4.4.3 in cases in which, pursuant to Article 4.4.1 or 4.4.2, above, UNRWA has reviewed the qualifications of such Contractor’s personnel, UNRWA may reasonably refuse to accept any such personnel.

4.5 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:

4.5.1 UNRWA 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.

4.5.2 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 UNRWA, which shall not be unreasonably withheld.

4.5.3 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.

4.5.4 All expenses related to the withdrawal or replacement of the Contractor’s personnel shall, in all cases, be borne exclusively by the Contractor.

4.5.5 Any request by UNRWA 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 UNRWA shall not bear any liability in respect of such withdrawn or replaced personnel.

4.5.6 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 UNRWA 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.

4.6 Nothing in Articles 4.3, 4.4 and 4.5, above, shall be construed to create any obligations on the part of UNRWA 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.

4.7 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 UNRWA shall:

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

4.7.2 when within UNRWA premises or on UNRWA property, display such identification as may be approved and furnished by UNRWA 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 UNRWA for cancellation.

4.8 Not less than one working day after learning that any of Contractor’s personnel who have access to any UNRWA 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 UNRWA about the particulars of the charges then known and shall continue to inform UNRWA concerning all substantial developments regarding the disposition of such charges.

4.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNRWA premises or on UNRWA property shall be confined to areas authorized or approved by UNRWA. 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 UNRWA premises or on UNRWA property without appropriate authorization from UNRWA.

5. ASSIGNMENT; SUBCONTRACTING:

5.1 Except as provided in Article 5.2, below, the Contractor may not assign, transfer, pledge, subcontract or make any other disposition of the Contract, or any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNRWA. Any such unauthorized assignment, transfer, pledge, subcontracting or other disposition, or any attempt to do so, shall not be binding on UNRWA. 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 UNRWA. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNRWA.

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

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

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

5.2.3 the Contractor promptly notifies UNRWA about such assignment or transfer at the earliest opportunity; and,

5.2.4 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 UNRWA following the assignment or transfer.

6. INDEMNIFICATION:

6.1 The Contractor shall indemnify, defend, and hold and save harmless, UNRWA, 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 UNRWA, including, but not limited to, all litigation costs and expenses, attorney’s fees, settlement payments and damages, based on, arising from, or relating to:

6.1.1 allegations or claims that the possession of or use by UNRWA of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNRWA 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,

6.1.2 any acts or omissions of the Contractor, 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.

6.2 In addition to the indemnity obligations set forth in this Article 6, the Contractor shall be obligated, at its sole expense, to defend UNRWA and its officials, agents and employees, pursuant to this Article 6, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

6.3 UNRWA 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 UNRWA or any matter relating thereto, for which only UNRWA itself is authorized to assert and maintain. UNRWA 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.

6.4 In the event the use by UNRWA of any goods, property or services provided or licensed to UNRWA 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:

6.4.1 procure for UNRWA the unrestricted right to continue using such goods or services provided to UNRWA; or,

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

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

7. INSURANCE AND LIABILITY:

7.1 The Contractor shall pay UNRWA promptly for all loss, destruction, or damage to the property of UNRWA 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.

7.2 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:

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

7.2.2 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; and,

7.2.3 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,

7.2.4 such other insurance as may be agreed upon in writing between UNRWA and the Contractor.

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

7.4 The Contractor acknowledges and agrees that UNRWA 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.

7.5 Except for the workers’ compensation insurance or any self-insurance program maintained by the Contractor and approved by UNRWA, 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:

7.5.1 name UNRWA as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy; and,

7.5.2 include a waiver of subrogation of the Contractor’s insurance carrier’s rights against UNRWA; and,

7.5.3 provide that UNRWA 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,

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

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

7.7 Except for any self-insurance program maintained by the Contractor and approved by UNRWA 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 UNRWA. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNRWA with evidence, in the form of certificate of insurance or such other form as UNRWA may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNRWA 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 7.5.3. above, the Contractor shall promptly notify UNRWA concerning any cancellation or material change of insurance coverage required under the Contract.

7.8 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.

8. 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 UNRWA 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 UNRWA.

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

10. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

10.1 Except as is otherwise expressly provided in writing in the Contract, all right, title and interest, including copyrights, in all works and other materials, whether in written or electronic form and including all derivative works thereof, produced in the performance of this Contract shall be vested exclusively in, and the Contractor shall without further consideration assign, whether as works for hire or otherwise, the same to, UNRWA.

10.2 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, or (iii) that the UNRWA does not and shall not claim any ownership interest thereto, and the Contractor grants to UNRWA 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.

10.3 At the request of UNRWA, 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 UNRWA in compliance with the requirements of the applicable law and of the Contract.

10.4 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 UNRWA, shall be made available for use or inspection by UNRWA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNRWA authorized officials on completion of work under the Contract.

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

12. 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:

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

12.1.1 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;

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

12.2 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 UNRWA, the Contractor will give UNRWA sufficient prior notice of a request for the disclosure of Information in order to allow UNRWA to have a reasonable opportunity to take protective measures.
or such other action as may be appropriate before any such disclosure is made.

12.3 UNRWA 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.

12.4 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

12.5 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.

13. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

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

13.2 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, UNRWA shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 14, “Termination,” except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNRWA 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.

13.3 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 UNRWA is engaged in, preparing to engage in, or disengaging from any operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, including without limitation closures, strikes and curfews, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

14. TERMINATION:

14.1 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 17 “Settlement of Disputes,” below, shall not be deemed to be a “cause” for or otherwise to be in itself a termination of the Contract.

14.2 UNRWA may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNRWA applicable to the performance of the Contract or the funding of UNRWA 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, UNRWA may terminate the Contract without having to provide any justification therefor.

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

14.3.1 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;

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

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

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

14.3.5 transfer title and deliver to UNRWA the fabricated or unfabricated parts, work in process, completed work, supplies, and

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other material produced or acquired for the portion of the Contract terminated;

14.3.6 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 UNRWA thereunder;

14.3.7 complete performance of the work not terminated; and,

14.3.8 take any other action that may be necessary, or that UNRWA may direct in writing, 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 UNRWA has or may be reasonably expected to acquire an interest.

14.4 In the event of any termination of the Contract, UNRWA shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNRWA shall not be liable to pay the Contractor except for, but without prejudice to UNRWA’s rights under Article 15.1, those goods delivered and services provided to UNRWA 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 UNRWA or prior to the Contractor’s tendering of notice of termination to UNRWA.

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

14.5.1 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;

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

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

14.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

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

14.5.6 UNRWA 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.

14.6 Except as prohibited by law, the Contractor shall be bound to compensate UNRWA for all damages and costs, including, but not limited to, all costs incurred by UNRWA in any legal or non-legal proceedings, as a result of any of the events specified in Article 14.5, 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 UNRWA of the occurrence of any of the events specified in Article 14.5, above, and shall provide UNRWA with any information pertinent thereto.

14.7 The provisions of this Article 14 are without prejudice to any other rights or remedies of UNRWA under the Contract or otherwise.

15. REMEDIES OF UNRWA; NON-WAIVER OF RIGHTS:

15.1 In case the Contractor fails to comply with any term of the Contract, the Contractor shall be liable for all damages sustained by UNRWA, and UNRWA may, after giving the Contractor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

15.1.1 procure all or part of the service or related goods from other sources;

15.1.2 refuse to accept delivery of all or part of the services of related goods;

15.1.3 terminate the Contract in accordance with Article 14.1, and the Contractor shall be liable by reason of default for any loss or damage sustained and additional costs incurred by UNRWA, including without limitation any increase in the price payable by UNRWA resulting from the procurement of the services or related goods from other sources. UNRWA may, without notice to the Contractor, apply to the payment of any such loss, damage or additional costs, by setoff or otherwise, all credits, claims or other amounts, whether or not related to the Contract, at any time owing by UNRWA to the Contractor.

15.2 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. All remedies afforded in the Contract shall be taken and construed as cumulative, i.e., in addition to any other remedy provided under the Contract and by law.

16. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNRWA shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNRWA 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.
17. SETTLEMENT OF DISPUTES:

17.1 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 assistance of a neutral third person in their attempt to reach an amicable settlement in a process of conciliation or mediation, such process shall take place in accordance with the Optional Conciliation Rules of the Permanent Court of Arbitration in force at the date of commencement of conciliation or mediation, as the case may be, or according to such other procedure as may be agreed between the Parties in writing.

17.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of or relating to the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 17.1 above within sixty (60) days after receipt by one Party of the other Party’s written request for conciliation or mediation, shall be settled by arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration between International Organizations and Private Parties in force on the date of this Contract (the “PCA Arbitration Rules”). The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The appointing authority shall be designated by the Secretary-General of the Permanent Court of Arbitration following a written request submitted by either Party. The number of arbitrators shall be three, unless the Parties, in the interest of economy of proceedings, agree that there shall be one arbitrator. The place of arbitration shall be Amman, Jordan. The language to be used in the arbitral proceedings shall be English. The arbitrators must be fluent in that language. The arbitral tribunal shall be empowered to take any measures it deems appropriate, including without limitation, ordering the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, ordering the termination of the Contract, or ordering 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 the PCA 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.

18. 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 accorded to UNRWA in international law.

19. TAX EXEMPTION:

19.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs (including UNRWA), 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 UNRWA from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNRWA to determine a mutually acceptable procedure.

19.2 The Contractor authorizes UNRWA to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNRWA before the payment thereof and UNRWA 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 UNRWA with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNRWA shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNRWA and paid by the Contractor under written protest.

20. 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 UNRWA, as such obligations are set forth in UNRWA vendor registration procedures.

21. MODIFICATIONS:

21.1 Only the Chief, Procurement and Logistics Division, or, for local contracts, the Field Office Director in each of UNRWA’s fields of operation, or such other contracting authority as UNRWA has made known to the Contractor in writing, possesses the authority to agree on behalf of UNRWA 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 UNRWA unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief, Procurement and Logistics Division, or the Field Office Director (for local contracts), or such other contracting authority.

21.2 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 21.1 above.
21.3 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 UNRWA nor in any way shall constitute an agreement by UNRWA thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 21.1, above.

22. AUDITS AND INVESTIGATIONS:

22.1 Each invoice paid by UNRWA shall be subject to a post-payment audit by auditors, whether internal or external, of UNRWA or by other authorized and qualified agents of UNRWA 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. UNRWA shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNRWA other than in accordance with the terms and conditions of the Contract.

22.2 The Contractor acknowledges and agrees that, from time to time, UNRWA 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 UNRWA 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 UNRWA 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 UNRWA hereunder.

23. LIMITATION ON ACTIONS:

23.1 Except with respect to any indemnification obligations in Article 6, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

23.2 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.

24. ADDITIONAL WARRANTIES:

24.1 The Contractor represents and warrants that:

24.1.1 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 UNRWA.

24.1.2 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.

24.1.3 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.

24.1.4 it 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 exploitative or degrading to any person. UNRWA 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.
24.1.5 neither it, its parent entities (if any), nor any of the Contractor's subsidiary, affiliated entities (if any) or suppliers is engaged in any transactions with, and/or the provision of resources and support to, individuals and organizations associated with, receiving any type of training for, or engaged in, any act or offense described in Article 2, Sections 1, 3, 4 or 5 of the International Convention for the Suppression of the Financing of Terrorism, adopted by the General Assembly of the United Nations in Resolution 54/109 of 9 December 1999.

24.2 The Contractor acknowledges and agrees that the provisions of Article 24.1 constitute an essential term of the Contract and that breach of any such representation and warranty shall entitle UNRWA to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

25. **BANK GUARANTEE:** If specifically requested by UNRWA, prior to the signature of the Contract, the Contractor shall provide a banker's guarantee from a bank acceptable to UNRWA in the form, amount and manner prescribed by UNRWA.

26. **NOTICE AND OTHER FORMALITIES:**

26.1 Service of any notice referred to in the Contract or arising therefrom shall be deemed to be valid if sent by registered mail, or by cable, or by hand against authorized signature on receipt, to the address of the Party concerned as set forth in the Contract.

26.2 It is expressly agreed that UNRWA shall have the right to enforce these General Conditions without the necessity of resorting to service of summons, *mise en demeure*, notarial notice, and without any legal formalities or court proceedings of any kind whatsoever; it is being further agreed that the notice provided for in the preceding paragraph is adequate for all purposes notwithstanding any provision of applicable law to the contrary.

27. **SEVERABILITY:** If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Contract shall remain valid and be enforced to the fullest extent possible.
ANNEX XIII

INSTRUCTIONS TO BIDDERS

SUBMISSION OF PROPOSALS

1 a. Where to Submit:

Proposals must be submitted on the attached Bid Form and sent as follows:

Subject line of email must state:
CONFIDENTIAL RFP No.
INS/GMIP/WBFO/01/13
By Mail, Courier or Hand:

UNRWA West Bank Field Office
Sheikh Jarrah – Jerusalem
PO Box 19149, Jerusalem 91191

For Local Bidders in West Bank they can submit the Bid as follows:

UNITED NATIONS RELIEF AND WORKS AGENCY (UNRWA)
Support Services Office (SSO)
Industrial Area, opposite to Volvo Company - Ramallah
Tel: +972-2-2975781
Fax: +972-2-2972968
Contact person: Michael Faqes (Abu Zuhdi)
Transport Operation Officer
Mobile: +972542168255

Note: The above telephone number should not be used for queries concerning this RFP. For queries, please see Section 18 below.

Outer envelope/package must be clearly marked as follows:
CONFIDENTIAL RFP No.
INS/GMIP/WBFO/01/13

Closing Date and Time: 14 March 2013
Name of your Company: { insert your company name}

Note: The above telephone number should not be used for queries concerning this RFP. For queries, please see Section 18 below. This number is only for facilitating receipt of proposals delivered by hand or by courier.

b. What to Submit: Your proposals must be submitted in the English language, and Arabic where indicated, in THREE (3) COPIES (including all attachments, appendices and annexes thereto).

Your proposal must be submitted in two separate sealed envelopes as follows:

Envelope A: The Technical Proposal – shall be the bidder’s un-priced proposal which shall comply with the requirements set forth in Section 3 below. The technical part of the proposal must be submitted in a CD and THREE (3) hardcopies in both Arabic and English in a sealed envelope clearly marked as follows:

INS/GMIP/WBFO/01/13
Tender Due: 14 March 2013
Name of your Company: Technical Proposal

Envelope B: The Financial Proposal – shall be the bidder’s priced proposal which shall comply with the requirements set forth in Section 4 below. The financial part of the proposal must be submitted in a CD and THREE (3) hardcopies in English in a sealed envelope clearly marked as follows:

INS/GMIP/WBFO/01/13
Tender Due: 14 March 2013
Name of your Company: Financial Proposal

Bidders must provide all requisite information under this RFP and clearly and concisely respond to all points set out in this RFP (including the annexes). The bidder(s) must state any exceptions or caveats to this RFP. After submission of proposal, no exceptions will be accepted. Exceptions, if any, must be specific rather than general in nature, and a rationale must be provided for each exception taken. UNRWA reserves the right to reject any proposal containing exceptions, caveats or any attempt to limit, delete or otherwise change any provisions, clauses, words or schedules contained in this RFP. However, unnecessarily elaborate brochures and other presentations beyond that sufficient to present
a complete and effective Proposal is discouraged.

c. When to Submit: All proposals must be received at the address set forth in clause (a) above no later than the tender due date and time indicated in the cover letter. It is the exclusive responsibility of the proposers to ensure that the sealed envelope/package containing the proposal reaches the above address before such time and date so that it is time stamped and acceptable for opening. Proposals must be delivered to the designated address during UNRWA working hours from 7:30 a.m. to 3:00 p.m., Sunday through Thursday except for UNRWA holidays. Delivery to any other UNRWA office location will be at the risk of proposer and will not constitute timely delivery. Written proof of receipt will not be given unless a postal/courier service receipt or other form of receipt is presented for signature by UNRWA. Proposals received after the above-mentioned deadline will be rejected.

2. SUBMISSION OF SAMPLES

Not Applicable

3. THE TECHNICAL PROPOSAL

Contents

Envelope A (Technical Proposal) of your proposal must include the following information:

- Letter of Introduction (Annex IV) with the power of attorney (or equivalent document) attached (ENGLISH only),
- Vendor Profile Form (Annex V) duly completed with all the required information (ENGLISH only),
- Detailed description of your technical proposal (including diagrams, detailed methodology, work plan and schedule, response to any questionnaire, etc.) which must address all the requirements described in Project Description and Requirements (ENGLISH and ARABIC),
- Certified copies of audited financial statements (balance sheet, income statement, cash flow statement and notes to the accounts) for your company’s two most recent fiscal years prepared by an internationally-recognized firm of chartered accountants and, if the latest audited financial statements are more than 12 months old, unaudited financial statements as of the fiscal quarter immediately preceding the date of submission of the proposal (ENGLISH only), and
- If any part of the project will be subcontracted, description of such part of project and item (2) and (4) above for each proposed subcontractor (please note that UNRWA approval is required for any proposed subcontracting) (ENGLISH only).

No Prices

Bidders must not mention prices and costs in Envelope A (Technical Proposal).

Product Demonstration/Site Visit

During the evaluation process, UNRWA may request the bidder(s) to prepare a proof of concept for demonstration or to arrange for a visit for the purpose of demonstration to one or more of the two reference sites (at least two) provided by the bidder(s) as per Section 3 of this RFP.

Signature

The technical part of the proposal must be signed by a duly authorized representative of the bidder. All erasures, amendments, or alterations must be initialed by the signatory to the proposal.

4. THE COMMERCIAL PROPOSAL

Contents

Envelope B (Commercial Proposal) of your proposal must be in the format set forth in Annex IX(Commercial Proposal Format). All costs associated with the assignment must be provided with as much detail as possible. If appropriate, these costs should be itemized or broken down by activity.
**Currency**

The currency of the quotation should preferably be in US dollars. However, if other currencies are used, they should be clearly indicated and evaluation will be conducted in US dollars only based on UNRWA official rates of exchange.

**Local Tax**

The successful bidder may be subject to local taxes (e.g., value added or sales tax, social charges or income taxes on non-resident foreign personnel, duties, fees, levies, etc.) on amounts payable by UNRWA under the contract with the bidder. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such tax amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

**Signature**

The financial part of the proposal must be signed by a duly authorized representative of the bidder. All erasures, amendments, or alterations must be initialed by the signatory to the proposal.

**GSA Clause**

UNRWA is eligible under the United States Foreign Assistance Act of 1961 to receive full benefits under General Services Administration (GSA) Contracts. Accordingly, all proposals must specify whether or not items quoted by the bidder are currently subject to GSA Federal Supply pricing and indicate the GSA Contract Number and Expiration Date, wherever applicable.

**5. VALIDITY PERIOD**

Your proposal shall remain valid for a minimum period of ninety (90) days from the tender due date, during which period a purchase order or contract, if placed, will be accepted by you. In the event that a supplier is in a position to extend the validity of his offer for a period beyond the required minimum, this should be stated in the proposal.

**6. ACCEPTANCE**

UNRWA reserves the right, at its sole discretion, to consider as invalid or unacceptable any proposal which is: (a) not clear; (b) incomplete in any material detail, (c) received after the deadline, (d) not properly marked or addressed, (e) delivered to another location than the one required herein, (f) unsolicited, or (g) not otherwise in compliance with this RFP. UNRWA also reserves the right to split an award between any proposers in any combination, as it deems appropriate. If the proposal is submitted on an “all or none” basis, it should clearly state so.

**7. AWARD OF CONTRACTS**

This RFP does not commit UNRWA to award a contract or to pay any costs incurred in the preparation or submission of proposals, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any proposal submitted will be regarded as an offer made by the bidder and not as an acceptance by the bidder of an offer made by UNRWA. No contractual relationship will exist except pursuant to a written contract document signed a duly authorized official of UNRWA and by the successful bidder.

UNRWA may award contracts for part quantities or individual items. UNRWA will notify successful bidders of its decision with respect to their proposals as soon as possible after the proposals are opened. UNRWA reserves the right to cancel any RFP, to reject any or all proposals in whole or in part, and to award any contract without disclosing the reason or reasons. Proposals will be evaluated taking into consideration, not only cost-effectiveness, but also technical considerations. The lowest-priced proposal will not necessarily be accepted.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and products of different origin than stipulated in their offer may be excluded from future tenders.

**8. PAYMENT**

The financial rules and regulations of UNRWA preclude advance payments or payment by letters of credit. Such provisions in a proposal will be prejudicial to its evaluation by UNRWA. The normal terms of payment by UNRWA are 30 to 45 days (or similarly discounted payment
9. PERFORMANCE BOND AND LIQUIDATED DAMAGES

Performance Bond

After signing the contract (normally within five (5) business days), the selected bidder shall at its own cost and expense, furnish to UNRWA a performance bond substantially in the form attached as Annex VIII, or a similar guarantee acceptable to UNRWA in a sum equal to 10 percent of the total contract price. The performance bond shall be valid until at least 30 days after the termination or expiration date of the contract. UNRWA shall be entitled to claim from the performance bond/guarantee upon the first written demand by UNRWA without having to prove the liability of the contractor and in accordance with the terms and conditions as set forth in Annex VIII.

Liquidated Damages

If the successful bidder fails to supply the specified goods/services within the lead time stipulated by his/her proposal, or within a period specified by a purchase order or a contract, UNRWA may, in its sole discretion and without prejudice to its other remedies under the purchase order or contract, deduct from the contract price, as liquidated damages, a sum equivalent to US$ 200 for each calendar day of delay until actual delivery, up to a maximum deduction of 10 percent of the contract price.

10. CONFIDENTIALITY

This RFP or any part hereof, and all copies hereof must be returned to UNRWA upon request. It is understood that this RFP is confidential and proprietary to UNRWA, contains privileged information, part of which may be copyrighted, and is communicated to and received by bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of UNRWA, except that bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the RFP, bidders will be bound by the contents of this paragraph whether or not their company submits a proposal or responds in any other way to this RFP.

11. COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT

Bidders and their employees, officers, advisers, agent or subcontractors must not engage in any collusive bidding or other anti-competitive conduct, or any other similar conduct, in relation to:

- the preparation or submission of proposals,
- the clarification of proposals, and
- the conduct and content of negotiations, including final contract negotiations,

in respect of this RFP or procurement process, or any other procurement process being conducted by UNRWA in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to UNRWA, any other bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

In addition to any other remedies available to it, UNRWA may, at its sole discretion, immediately reject any proposal submitted by
a bidder that, in UNRWA’s sole opinion, has engaged in any collusive bidding, other anti-competitive conduct, or any other similar conduct with any other bidder, person or entity in relation to the preparation or lodging of proposals, whether in respect of this RFP or procurement process, or any other procurement process being conducted by UNRWA in respect of any of its requirements.

12. IMPROPER ASSISTANCE

Proposals that, in the sole opinion of UNRWA, have been compiled:

- with the assistance of current or former employees of UNRWA, or current or former contractors of UNRWA in violation of confidentiality obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,
- with the utilization of confidential and/or internal UNRWA information not made available to the public or to the other bidders,
- in breach of an obligation of confidentiality to UNRWA, or
- contrary to these terms and conditions for submission of a proposal, shall be excluded from further consideration.

Without limiting the operation of the above clause, a bidder must not, in the absence of prior written approval from UNRWA, permit a person to contribute to, or participate in, any process relating to the preparation of a proposal or the procurement process, if the person:

- at any time during the 6 months immediately preceding the date of issue of this RFP was an official, agent, servant or employee of, or otherwise engaged by, UNRWA,
- at any time during the 12 months immediately preceding the date of issue of this RFP was an employee of UNRWA personally engaged, directly or indirectly, in the planning or performance of the requirement, project or activity to which this RFP relates, or
- at any time, was an employee of UNRWA involved, directly or indirectly, in the preparation of this RFP including any earlier versions or the management of this procurement process.

13. CORRUPT PRACTICES

All UNRWA vendors shall adhere to the highest ethical standards, both during the procurement process and throughout the performance of a contract.

14. CONFLICT OF INTEREST

A bidder must not, and must ensure that its employees, officers, advisers, agents or subcontractors do not, place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of UNRWA and the bidder’s interests during the procurement process.

If during any stage of the procurement process or performance of any UNRWA contract a conflict of interest arises, or appears likely to arise, the bidder must notify UNRWA immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the bidder conflict with the interests of UNRWA, or cases in which any UNRWA official, employee or person under contract with UNRWA may have, or appear to have, an interest of any kind in the bidder’s business or any kind of economic ties with the bidder. The bidder must take steps as UNRWA may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of UNRWA.

15. WITHDRAWAL/MODIFICATION OF PROPOSALS

Requests to withdraw a proposal shall not be honoured. If the selected Vendor withdraws its proposal, UNRWA shall duly register said proposal and shall evaluate it alongside all other received proposals. Withdrawal of a proposal may result in your suspension or removal from the roster of UNRWA-registered vendors.

A bidder may modify its proposal prior to the tender closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original RFP number. No modification shall be allowed after tender closure.
16. GLOBAL COMPACT/UN SUPPLIER CODE OF CONDUCT

UNRWA strongly encourages all vendors to actively participate in the United Nations Global Compact and to adhere to the United Nations Supplier Code of Conduct. Please see Annex B.

17. GENERAL CONDITIONS OF CONTRACT

Attached as Annex XII are UNRWA’s General Conditions of Contract which shall apply to any contract awarded in respect of this RFP.

*Bidders are requested in their proposal to explicitly confirm acceptance of and compliance with UNRWA’s General Conditions of Contract.*
INFORMATION TO UNRWA VENDORS

THE GLOBAL COMPACT
Corporate Citizenship in the World Economy

UNRWA strongly encourages all vendors to actively participate in the Global Compact. The Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization.

EXPRESSIONS OF SUPPORT

To participate in the Global Compact a company:

1. Sends a letter from the Chief Executive Officer (and where possible, endorsed by the board) to the Secretary-General expressing support for the Global Compact and its principles:

   Secretary-General
   United Nations
   New York, NY 10017

2. Sets in motion changes to business operations so that the Global Compact and its principles become part of strategy, culture and day-to-day operations;

3. Is expected to publicly advocate the Global Compact and its principles via communications vehicles such as press releases, speeches etc.; and

4. Is expected to publish in its annual report (or similar corporate report) a description of the ways in which it is supporting the Global Compact and its ten principles. This “Communication on Progress” is an important tool to demonstrate implementation through public accountability.

The Global Compact offers engagement opportunities to all participants through the following:

• Dialogues: Action-oriented meetings that focus on specific issues related to corporate citizenship, globalization and sustainable development.
• Information Sharing and Learning Events: Local information sharing and learning events whereby participants share experiences and lessons related to Global Compact issues. Companies are also invited to develop and share examples of good corporate practices and lessons learned on the Global Compact website.
• Partnership Projects: The Global Compact encourages participants to engage in partnership projects with UN agencies and civil society organizations in support of global development goals.
THE PRINCIPLES OF THE GLOBAL COMPACT

At the World Economic Forum, Davos, on 31 January 1999, then UN Secretary-General Kofi A. Annan challenged world business leaders to "embrace and enact" the Global Compact, both in their individual corporate practices and by supporting appropriate public policies. The Global Compact's operational phase was launched at UN Headquarters in New York on 26 July 2000. During the first Global Compact Leaders Summit, held on 24 June 2004 at UN Headquarters in New York, the Secretary-General announced the addition of a tenth principle against corruption.

Human Rights
Principle 1: The support and respect of the protection of international human rights;
Principle 2: The refusal to participate or condone human rights abuses.

Labour
Principle 3: The support of freedom of association and the recognition of the right to collective bargaining;
Principle 4: The abolition of compulsory labour;
Principle 5: The abolition of child labour;
Principle 6: The elimination of discrimination in employment and occupation.

Environment
Principle 7: The implementation of a precautionary and effective program to environmental issues;
Principle 8: Initiatives that demonstrate environmental responsibility;

Anti-Corruption
Principle 10: The promotion and adoption of initiatives to counter all forms of corruption, including extortion and bribery.

Vendors interested in participating in the Global Compact are encouraged to visit the Global Compact website at www.unglobalcompact.org for further information.
UN Charter: The values enshrined in the United Nations (UN) Charter, respect for fundamental human rights, social justice and human dignity, and respect for the equal rights of men and women, serve as the overarching goals that suppliers to the UN are expected to achieve.

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

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

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

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

1. Supplier Relationships: The provisions of this Code of Conduct set forth the expectations of all suppliers with whom the UN does business. The UN expects that these principles apply to suppliers, parent entities and subsidiary or affiliate entities, as well as all others with whom they do business including employees, subcontractors and other third-parties. The UN expects that suppliers ensure

that this Code of Conduct is communicated to the employees and subcontractors of all suppliers, and that it is done in the local language and in a manner that is understood by all.

2. Promoting the Principles of this Code of Conduct: The UN expects that its suppliers will establish and maintain appropriate management systems whose scope is related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. All principles contained in this Code of Conduct are of equal importance independently of their order of appearance. Supplier participants in the Global Compact are strongly encouraged to operationalize its principles and to annually communicate their progress to stakeholders.

3. Subcontracting: The UN expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct or equivalent set of principles.

Labour:

4. Freedom of Association and Collective Bargaining: The UN expects its suppliers to recognize and respect the rights of employees to freely associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed, as well as core ILO conventions Freedom of Association and Protection of the Right to Organise Convention, (C 87, 1948) and Right to Organise and Collective Bargaining Convention, (C.98-1949). The UN recognizes the importance of open communication and direct engagement between workers and management and suppliers are to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.

5. Forced Labor: The UN expects its suppliers to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with ILO conventions pertaining to forced labor: Forced Labour Convention, (c.29-1930) and Abolition of Forced Labour Convention, (C.105-1957). All work, including overtime work, will be voluntary and workers should be free to leave upon reasonable notice. Suppliers should also not mandate that workers hand over government-issued identification; passports or work permits as a condition of employment.

6. Child Labor: The UN expects its suppliers, at a minimum, not to engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, the ILO Minimum Age Convention (C.138-1973) or the Prohibition and Immediate Elimination of the Worst Forms of Child Labor Convention (C. 182-1999). The minimum admission to employment or work shall not be less than the age of completion of compulsory schooling, normally not less than 15 years or 14 where the local law of the country permits, deferring to the greatest age. Additionally, all young workers must be protected from performing any work that is likely to be hazardous or to interfere with the child's education or that may be harmful to the child's health, physical, mental, social, spiritual or moral development. All suppliers should also adhere to legitimate workplace apprenticeship programs and comply with all laws and regulations governing child labor and apprenticeship programs.

7. Discrimination: The UN does not tolerate any form of discrimination in hiring and employment practices on the ground or race, color, religion, gender, sexual orientation, age, physical ability, health condition, political opinion, nationality, social or ethnic origin, union membership or marital status. Consistent with the principles espoused in ILO Conventions on Discrimination (Employment and Occupation) Convention, C.111-1958 and Equal Remuneration (Equal Remuneration Convention, C. 100-1951), the UN also discourages discrimination regarding access to training, promotion, and rewards.

8. Working Hours: The UN expects its suppliers to comply with all applicable working hour requirements as established by local law, and should never exceed 60 hours per week, including overtime, except in emergency or unusual situations. Suppliers must ensure that all overtime work is
voluntary and compensated at the prevailing overtime rates. Suppliers are encouraged to ensure that workers are provided with one day off in every seven-day week.

9. Compensation: The UN expects its suppliers to comply, at a minimum, with all wage and hour laws and regulations, including those pertaining to minimum wages, overtime wages, piece rates, other elements of compensation and to provide legally mandated benefits

Human Rights:

10. Human Rights: The UN expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

11. Harassment, Harsh or Inhumane Treatment: The UN expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

12. Health and Safety: The UN expects its suppliers to follow all relevant legislation, regulations and directives in country in which they operate to ensure a safe and healthy workplace or any other location where production or work is undertaken. At a minimum, suppliers should strive to implement recognized management systems and guidelines such as the ILO Guidelines on Occupational Safety and Health (ILO-OSH-2001) which can be found at ILO's website\(^2\) and ensure at a minimum, reasonable access to potable water and sanitary facilities; fire safety; emergency preparedness and response; industrial hygiene; adequate lighting and ventilation; occupational injury and illness and machine safeguarding. Suppliers will also ensure these same standards apply to any dormitory or canteen facilities.

13. Mines: We expect UN suppliers to strive not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

Environment:

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

15. Chemical and Hazardous Materials: Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

16. Wastewater and Solid Waste: Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

17. Air Emissions: Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.

18. Minimize Waste, Maximize Recycling: Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

Bribery & Corruption:

19. Corruption: The UN expects UN suppliers to adhere to the highest standard of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery, at a minimum.

20. Conflict of Interest: UN suppliers are expected to disclose to the UN any situation that may appear as a conflict of interest, and disclose to the UN if any UN official or professional under contract with the UN may have an interest of any kind in the supplier’s business or any kind of economic ties with the supplier.

21. Gifts and Hospitality: The UN has a “zero tolerance” policy and does not accept any type of gift or any offer of hospitality beyond that of a representational nature. The UN will not accept any recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners. The UN expects UN suppliers not to offer any benefit such as free goods or services or a work position or sales opportunity to a UN staff member or a former UN staff member in order to facilitate the suppliers business with the UN.

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

Contacts: Any questions related to this Code of Conduct can be addressed to the Chief, Procurement & Logistics Division at cpld@unrwa.org.