Subject: The Provision of Food (Meats & Poultry), (Grocery) and (Fruit & Vegetables) for UNRWA Wadi Seer Training Center and Amman Training Centers in Amman - Jordan.

1. The United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA) hereby invites you to submit a bid to this Invitation to Bid (ITB) for the above subject. Bids are required to be received by UNRWA no later than Sunday 11 April 2021 at 13:00 PM (Amman Time) (the Closing Time).

2. This ITB consists of this letter, the subsequent instructions and the following annexes:

   - Annex A: General Tender Instructions
   - Annex B: Acknowledgement Letter
   - Annex C: Term of Reference
   - Annex D: Evaluation Methodology
   - Annex E: General Conditions of Contract
   - Annex F: Bid Form
   - Annex G: Instructions on UNGM Registration
3. **Instructions on bidders online meeting:**
   Due to the nature of this purchase and in light of the importance of the planned contract(s), UNRWA wishes to ensure that all aspects of the tender documentation are understood and that the offers are submitted in accordance with the stated requirements by the due date. The purpose of this online meeting dated **Wednesday 10 March 2021 at 11:00 AM (Amman Time)** is to explain this important requirement and to answer questions that the prospective bidders may have.

   The bidder must confirm the intention to participate in the online meeting latest by **7 March 2021 at 13:00 PM (Amman Time)**, by sending confirmation email to cssd@unrwa.org with a copy to Mr. Yousef Aburidi, (Y.ABURIDI@UNRWA.ORG) and Mrs. Iman Mustafa (I.mustafa5@UNRWA.org), otherwise the bidder will not invited to the meeting.

4. You are kindly requested to return the attached **Annex B - Acknowledgement Letter**, duly signed by an authorized representative of your company via email CSSD@unrwa.org no later than **Wednesday 17 March 2021 at 13:00 PM (Amman Time)**. The letter should advise whether your company intends to submit a Bid and if not, indicate the reason.

5. For clarifications regarding this ITB, please contact in writing the Procurement Section of the Central Support Services Division, UNRWA Headquarters Amman through e-mail to CSSD@unrwa.org no later than **Wednesday 17 March 2021 at 13:00 PM (Amman Time)**. Please indicate the ITB reference number in the subject line.

6. We look forward to your Bid and thank you in advance for your interest in UNRWA procurement opportunities.

   
   
   Yann Kervinio

   For/Chief, Central Support Services Division
Annex A: General Tender Instructions
INTRODUCTION:

7. UNRWA solicits Bids in response to this ITB. Bidders must strictly adhere to all the requirements of this ITB.

8. Submission of a Bid shall be deemed to constitute an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and unless specified otherwise, that the Bidder has read, understood and agreed to all the instructions provided in this ITB.

9. Any Bid submitted will be regarded as a proposal by the Bidder and not as an acceptance by the Bidder of any proposal by UNRWA. This ITB does not commit UNRWA to award a contract.

10. Unless otherwise stated in this ITB, all times indicated in this ITB are Amman time.

BID SUBMISSION

11. Bidders are required to complete, sign and submit in the English language, the Commercial offer.

12. UNRWA does not assume any responsibility for problems related to the submission. All bids received after the tender closure will be rejected except if the delay is determined by UNRWA to have been due to a valid ground. UNRWA does not assume any responsibility for any missing and/or illegible pages of bids, and this may result in rejection of your bid.

13. Bids must be submitted with the attached Bid Form and downloaded through In-Tend via UNGM, in the ‘Tender Management’ page, please select the ‘ITB documents’ menu tab, scroll down until the section ‘Tender documents received’ and download all. As an alternative, bid may also be submitted with the attached Bid Form to TOC@unrwa.org

CLOSING TIME

14. It is the responsibility of the Bidders to ensure that the Bid is submitted before the Closing Time. Bids received after the Closing Time will be rejected and therefore not considered or evaluated, except for exceptional circumstances.

SUBMISSION OF SAMPLES

15. In case requested by UNRWA; samples should be provided by the bidders for testing and evaluation.

Samples should be clearly marked with the same item number which is used on the Bid Form. Samples packaging must be clearly marked “SAMPLES” with the ITB number and description and the Bidder’s name.
BIDDERS REQUEST FOR CLARIFICATIONS

16. For clarifications regarding this ITB, please contact in writing the Procurement Section of the Central Support Services Division, UNRWA Headquarters Amman through e-mail to CSSD@unrwa.org

    no later than Wednesday 17 March 2021 at 13:00 PM (Amman Time). Please indicate the ITB reference number in the subject line.

17. Any communication in connection with this ITB must be written and addressed to the Procurement Section of Central Support Services Division (CSSD) only through the email address stipulated in paragraph 16.

18. In order to maintain transparency, all Bidders’ requests for clarifications and UNRWA responses will be recorded and published, without indicating the source of the request.

BID VALIDITY

19. Your Bid shall be irrevocable and remain valid for acceptance for at least a 180 days period, commencing on the Closing Time.

20. If deemed necessary by UNRWA, Bidders may be requested to extend the validity of their Bids for an additional period(s), in order to finalize the solicitation process. If the extension of the validity period is accepted by a Bidder, the Bidder will not be permitted to otherwise modify or consequently withdraw its Bid.

21. Bids shall be valid for at least the minimum number of days specified in the Invitation to Bid from the date of Bid closure. In the event that a supplier is in a position to extend the validity of his offer for a limited period beyond the required minimum, this should be stated on the Bid Form. UNRWA reserves the right to determine, at its sole discretion, the validity period in respect of Bids which do not specify any such maximum or minimum limitation.

SOLICITATION DOCUMENTS

22. Bidders are expected to examine all instructions, forms, specifications, terms and conditions, contained within this solicitation document (the solicitation documents including the cover letter with all annexes are to be signed and stamped by the bidders). Failure to comply with these documents shall be at the bidder’s risk and may affect the evaluation of the bids, or may result in the rejection of the bid.
PAYMENT TERMS

23. For DAP incoterms, payment will be made within 30 days from receipt of the original Invoice, and acceptance of goods. However, UNRWA may withhold payment in cases where the goods received are not in conformity with UNRWA’s specifications due to the supplier’s default.

24. UNRWA’s policy is to preclude advance payments or payment by Letters of Credit. Such provisions in a Bid will be prejudicial to its evaluation by UNRWA.

CURRENCY

25. Prices should preferably be quoted in JOD Dinar. However, if other currencies are used, they should be clearly indicated in Vendor’s bid. For the purposes of comparison of all Bids, UNRWA will convert the currency quoted in the Bid to JOD Dinar, in accordance with the prevailing UN Operational Rate of Exchange at the Closing Time.

26. Bidder’s invoices and UNRWA payments will be made in the currency as originally quoted by the Bidder in its Bid.

PRICE

27. The offered price should be all inclusive. If Bidders’ price excludes certain fees and/or charges, bidders must provide a detailed list of excluded fees, with a complete explanation of the nature of those fees. Unless otherwise provided in this ITB, the contract shall be concluded on a Firm Fixed Price basis, and shall not be subject to any adjustment, including the actual cost incurred by the Bidder in performing the contract or any market price change.

28. Offers of discount other than for prompt payment will be a consideration in award of contracts.

LIQUIDATED DAMAGES

29. UNRWA shall have the right to recover from the supplier as liquidated damages the following amounts in respect of all quantities which shall not have been delivered within the specified time limits stated in the contract.

   a. An amount equivalent to one percent (1%) of the invoice value in respect of deliveries made from 1 to 7 days after the specified delivery dates.

   b. An amount equivalent to one and one-quarter percent (1 1/4%) of the invoice value in respect of deliveries made from 8 to 14 days after the specified delivery dates.
c. An amount equivalent to two and one-half percent (2 1/2\%) of the invoice value in respect of deliveries made 15 to 21 days after the specified delivery dates.

d. An amount equivalent to four percent (4\%) of the invoice value in respect of deliveries in respect of deliveries exceeding 21 days after the specified delivery dates.

**PRESENTATION**

30. Quotations should be typewritten; if handwritten, they should be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations must be initialed by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules which are unnecessary for your offer. A completed duplicate of the Bid Form should be retained by the Bidder for records purposes. All documentation must be written in English. Bid must be signed by a duly authorized representative of the Bidder.

31. Bidders are reminded of the importance to submit a comprehensive and well-structured bid. Missing documents may jeopardize their chances to be awarded. Bidders should therefore pay attention to all required documentation stipulated in this Invitation to Bid.

**WITHDRAWAL AND MODIFICATION OF BIDS**

32. Bids may be modified or withdrawn at any time prior to the Closing Time.

33. Bids may not be modified or withdrawn after the Closing Time. In addition, the bidder may be subject to review by the UNRWA Vendor Review Committee, which may lead to its suspension.

**REJECTION OF BID**

34. UNRWA reserves the right to reject a Bid if it does not adhere to the ITB instructions.

**SELECTION PROCESS**

35. Awards will be made only to bids which meet the minimum technical requirements and offer the lowest total cost of ownership for UNRWA.

36. UNRWA reserves the right, at its sole discretion, to:
   
   a. Reject any or all Bids received in response to this ITB and negotiate with any of the Bidders in any manner deemed to be in the best interest of UNRWA.

   b. Add new considerations, information or requirements at any stage of the process.
37. In exceptional situations, UNRWA may cancel this ITB by a written notification to Bidders.

**CONTRACT AWARD PUBLICATION**

38. UNRWA shall publish the contract award on UNRWA website:
   https://www.unrwa.org/procurement/tenders

**SIGNING OF THE CONTRACT**

39. UNRWA shall send the successful bidder the Purchase Order, which constitutes the notification of award. The successful bidder shall sign, date the Purchase Order and return it to UNRWA within 2 days of receipt of the Purchase Order. After receipt of the Purchase Order, the successful bidder shall deliver the commodities in accordance with the quantity, quality and delivery schedule outlined in its bid in conjunction with UNRWA General Conditions of Contracts.

40. This ITB is subject to the UNRWA General Conditions of Contract (GCC). By submitting a Bid, the Bidder confirms that it has accessed, read, understood, agreed, and accepted UNRWA’s GCC.

41. This ITB does not commit UNRWA to award a contract or to pay any costs incurred in the preparation or submission of bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid 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.

**UNGM VENDORS REGISTRATION**

42. Bidders must register with the United Nations Global Market (UNGM) at www.ungm.org prior to the award at least at Level 1. Bidders who have already registered in the UNGM shall keep the information updated at http://www.ungm.org.

**SUPPLIER CODE OF CONDUCT**

43. By submitting a Bid, the Bidder confirms that it has accessed, read, understood and agrees to comply with the UN Supplier Code of Conduct, which, amongst others, prohibits collusive bidding, anti-competitive conduct, improper assistance and corrupt practices. Bidders should refer to the UN Supplier Code of Conduct at:
COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT

44. 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 bids,
   - The clarification of bids, and
   - The conduct and content of negotiations, including final contract negotiations, in respect of this ITB 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 bid 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 lodgment of bids, whether in respect of this ITB or procurement process, or any other procurement process being conducted by UNRWA in respect of any of its requirements.

IMPROPER ASSISTANCE

45. Bids 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 bid,

shall be excluded from further consideration.
46. 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 Bid or the procurement process, if the person:

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

CORRUPT AND FRAUDULENT PRACTICES

47. UNRWA requires that all suppliers observe the highest standard of ethics during procurement and execution of work. Pursuant to this policy, UNRWA defines the terms set forth as follows:

i. Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution of a contract;

ii. Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among suppliers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition.

48. UNRWA will declare a supplier ineligible, either indefinitely or for a stated period of time, to be awarded a UNRWA-financed contract/agreement if at any time it determines that the supplier has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNRWA-financed contract/agreement.

UNETHICAL BEHAVIOR

49. UNRWA strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNRWA suppliers. Accordingly, any registered company that is found to have undertaken unethical, unprofessional or fraudulent activities, as defined above, will be suspended or forbidden to continue business relations with UNRWA.
ZERO TOLERANCE POLICY ON GIFT AND HOSPITALITY

50. UNRWA has adopted a zero tolerance policy on gifts and hospitality. In view of this, UNRWA personnel is prohibited from accepting any gift, even of a nominal value, including drinks, meals, food products, hospitality, calendars, stationery, transportation, recreational trips to sporting or cultural events, theme parks or offers of holidays, or and any other forms of benefits. The supplier shall not offer any forms of gifts, hospitality or benefits to UNRWA personnel.

51. Bidder may also visit the below mentioned link to obtain more information on UNRWA procurement policy: https://www.unrwa.org/procurement/policy

CONFLICT OF INTEREST

52. 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.

53. 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.

GLOBAL COMPACT

54. UNRWA strongly encourages all vendors to UNRWA to participate in the Global Compact. You can find more under www.unglobalcompact.org/participation/join/.
Annex B: Acknowledgement Letter

**IMPORTANT:** Bidders are requested to return a completed copy of this acknowledgement letter even if they do not intend to submit a bid for this tender.

**SUBJECT:** ITB - PS/IM/04/21

The Provision of Food (Meats & Poultry), (Grocery) and (Fruit & Vegetables) for UNRWA Wadi Seer Training Center and Amman Training Centers in Amman - Jordan.

Dear Madam / Sir,

We the undersigned acknowledge receipt of your ITB - PS/IM/04/21 for the subject matter and hereby confirm that:

( ) We intend

( ) We do not intend

to submit a bid to UNRWA “The Provision of Food (Meats & Poultry), (Grocery) and (Fruit & Vegetables) for UNRWA Students at Wadi Seer Training Center and Amman Training Centers in Amman - Jordan” by the deadline date of Sunday 11 April 2021 at 13:00 PM Amman, Jordan time.

Very Truly Yours,

Name & Title of Authorized Representative: ____________________________________________

Signature: ____________________________________________

Company Name & Address: ____________________________________________

Telephone No.: ____________________________________________

If you do not intend to submit a bid to UNRWA, please indicate the reason:

( ) We do not have the capacity to submit a bid at this time.

( ) We cannot meet the technical requirements for this ITB.

( ) We do not think we can make a competitive offer at this time.

( ) Others: Please specify ____________________________________________

Kindly return this acknowledgement by Wednesday 17 March 2021 via email to the following email address: CSSD@unrwa.org
Annex C – Terms of Reference (TOR)
Introduction

55. UNRWA at Jordan is looking forward to establish long term agreement for an initial three years duration with possibility of yearly extensions (1+1) years with a local provider to supply food (Meats & Poultry), (Grocery) and (Fruit & Vegetables) requested in the feeding program for UNRWA students at Wadi Seer Training Center and Amman Training Centers in Amman - Jordan.

56. A representative list of the items required by UNRWA is attached as Annex F – Bid Form.

57. The estimated quantities of items that are indicated in this ITB are the best estimation that UNRWA can give now, but do not constitute a commitment on future purchases.

58. Other United Nations Agency shall be entitled to the same prices and terms as those contained in the offers of the successful bidders and could form the basis for a frame agreement with other Agencies.

59. Whenever products do not meet specifications, General Conditions of Contract shall apply according to Annex E.

60. Country of Origin

    Bidders shall clearly state the country of origin and brand name for each product in Annex F – Bid Form.

Supplier’s Responsibility for Rejected or Returned Products

61. In case of non-compliance in the quality of the product, the supplier will be requested to replace the goods at supplier’s own cost or reimburse UNRWA as well and take appropriate actions to eliminate risks.

62. Should any part of the Goods fail to meet the workmanship and requirements of the specifications, the supplier shall replace the items within the time specified for delivery, or extension granted.

Deliveries

63. The vendor shall be responsible for any deficiencies in the quality and quantity of food delivered. Replacements for the non-conforming food, including delivery costs shipping costs, shall be borne by the vendor, who will act promptly upon notification by UNRWA. Packing shall be of International Standard and strong quality.
Delivery Information

64. Delivery Lead Time

Bidders should confirm the delivery of each category mentioned in Annex D - Evaluation Methodology - Table 1- Compliance Table points 12, 16 and 19

Once contracted, the supplier shall regularly update UNRWA’s Procurement Officer on the manufacturing if applicable and delivery schedule. In the event of any change to the good readiness or delivery date, the supplier shall immediately inform UNRWA Procurement Officer via email of the change.

65. Receipt and Confirmation of Purchase Orders

Once contracted, the supplier shall acknowledge receipt and acceptance of the UNRWA Purchase Order within two (2) business days (for non-emergency orders) from the receipt of the UNRWA Purchase Order by acknowledgement of receipt of Purchase Order to UNRWA Procurement Officer (via email).

66. The requested items and the mandatory specifications are stipulated under Annex F-Bid Form.

67. Bidder should submit its prices using Annex F – Bid Form.

68. Bidder is expected to provide the tax-free price for each item as UNRWA is tax exempted organization. All prices must be valid through the period of the contract.
Request for Clarification of Bids

69. To assist in the examination, evaluation and comparison of bids, UNRWA may ask bidders for clarification of their bids. The request for clarification and the response shall be in writing by UNRWA and no change in price or substance of the bid shall be sought, offered or permitted.

70. Bidders shall submit clarifications or missing information and documentations by the deadline given in the request. Bids shall be rejected once the deadline for submission of clarification is passed without satisfactory response from the suppliers.

Responsiveness of bids

71. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation, reservation, or omission.

72. A material deviation, reservation, or omission is one that:

- affects in any substantial way the scope, quality, or performance of the goods and related services specified in the contract; or

- limits in any substantial way, inconsistent with the bidding documents, UNRWA’s rights or the bidder’s obligations under the contract; or

- if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

73. UNRWA considers material deviation to include, but not to be limited to the following situations:

72.1 During preliminary examination of bids (verification of formal criteria):

72.1.1 Absence of completed bid form(s), change in the wording or lack of signature on key portions of the bid form when this is clearly specified in the tender document as a requirement. Any change in wording that is consistent with the standard format of the bid form(s) is not a material deviation;

72.1.2 The bidder indicates in the bid that they do not accept important contract conditions, i.e. related to Warranty, Force Majeure Applicable Law, Delivery Schedule, Payment Terms, General Conditions and Limitation of Liability;

72.1.3 Non-historical documents required in the solicitation document have not been provided, such as documents specifically related to the bidding process and that the
bidder could not be expected to possess before the solicitation document was issued;

72.1.4 Non-eligibility of the bidder;

72.2 During technical evaluation of bids and qualification of bidders:

72.2.1 Specifications of the item quoted vary in one or more significant respect(s) from the minimum required technical specifications specified in this ITB;

72.2.2 The bidder does not meet the minimum conditions for qualification;

72.3 During financial evaluation of bids:

72.3.1 The bidder submits its bid in another template than the one attached to the ITB.

72.3.2 The Bidder submits a financial offer, which does not entail all price components. All costs (packing, packing materials, etc...) must be included in the unit price taking into consideration the required Incoterm.

74. Bids shall be disqualified if it contains any statements preventing an accurate and complete comparison of the offers (such as “to be discussed,” “depending on...,” etc.) or referring to external circumstances (such as an already existing but separate contract). Conditional offers are not accepted.

75. Preliminary examination of Bids
UNRWA shall examine the bids to determine whether they are complete, that all documents and technical documentation requested as per the instructions to Bidders under this ITB have been provided and to determine the completeness of each document submitted. UNRWA will also examine whether the documents are properly signed, and whether the bids are generally in order.

76. Examination of Terms and Conditions and Technical Evaluation
UNRWA shall examine the bid to confirm that it does not contain any material deviations, reservation, or omission related to the conditions and requirements specified in the Terms of Reference (TOR) and UNRWA General Conditions of Contract for the Provision of Goods. If after the examination of the terms and conditions and the technical evaluation UNRWA determines that the bid is not substantially responsive, the bid shall be rejected.
### Evaluation Criteria of Bids:

#### 77. Eligibility Criteria and Mandatory Technical Evaluation Criteria

The bidder should fill the below compliance table no.1:

<table>
<thead>
<tr>
<th>Table 1-ComplianceTable</th>
</tr>
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<tbody>
<tr>
<td><strong>Eligibility Criteria</strong></td>
</tr>
<tr>
<td><strong>Vendors MUST enclose the following mandatory documents in their bids:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Compliant Yes/No</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Bidders must enclose in their bids valid correlating bank account as per business registration details.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Bidders must enclose in their bids copy of the bidder’s audited Balance Sheet and Financial Statements for the last three years (2017, 2018 and 2019) issued by an independent auditor in English or Arabic language.</td>
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<tr>
<td>3. Bidders must enclose in their bids UNRWA General Conditions of Contract for the procurement of goods and services initialed, signed and stamped by the bidders.</td>
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<tr>
<td>4. Bidders must confirm that they will register their companies under UNGM at least at Level 1 prior to award.</td>
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<tr>
<td>5. Bidders must confirm that they are not on any UN Sanction List.</td>
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<tr>
<td>6. Bidders shall provide at least three (3) satisfactory clients’ references for a similar services. UNRWA reserves the right to verify the references/performance appraisals.</td>
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</tr>
<tr>
<td>Item</td>
<td>Compliant</td>
<td>Notes</td>
</tr>
<tr>
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<tr>
<td>7. The bidder should submit Certified Chamber of Commerce and/or Profession Practicing license as a proof that the bidder has a local representation in Jordan and it is accredited or legally registered to provide the offered items as following:</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>1. For Meats and Poultry the bidder should have Certified Chamber of Commerce and/or Profession Practicing license in Meats and Poultry provision.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. For fruit &amp; vegetables the bidder of should have Certified Chamber of Commerce and/or Profession Practicing license in fruit &amp; vegetables provision.</td>
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<td></td>
</tr>
<tr>
<td>3. For grocery the bidder should have Certified Chamber of Commerce and/or Profession Practicing license for grocery provision.</td>
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<tr>
<td>Noting that UNRWA will not consider the bids submitted by the individual traders (brokers).</td>
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<tr>
<td>8. The bidder has the choice to offer for the three lists mentioned in Annex F – Bid form (Meats and Poultry), (Grocery) and (Fruit and Vegetable) or to select one or two of the lists. We encourage the bidder to offer for all items in the selected list otherwise the bidder offer may be disqualified for this list.</td>
<td></td>
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</tbody>
</table>

المتعاقد حرية الاختيار بتسعير جميع القوائم التي تم ذكرها في (ملحق العطاء – قائمة التسعير): (اللحوم والدواجن) و (مواد البقالة) و (الخضروات والفواكة) أو تسعير قائمة واحدة أو أكثر من القوائم بشرط
### Mandatory Technical Evaluation Criteria

<table>
<thead>
<tr>
<th>Item</th>
<th>Compliant Yes/No</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.</td>
<td></td>
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<tr>
<td>The bidder should fill the items’ prices, the country of origins and the brand name at Bid form - Annex-F</td>
<td></td>
<td>يجب على المتقدم تعبئة الاسعار على قائمة التسعير المرقمة بالعطلة وذكر بلد المنشأ واسم العلامة التجارية.</td>
</tr>
<tr>
<td>10.</td>
<td></td>
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</tr>
<tr>
<td>The bidder must comply with the specifications listed in Annex F - Bid form and in case of deviations; UNRWA reserves the right to request samples for testing and evaluation.</td>
<td></td>
<td>يجب على المتقدم التقيد بالمواصفات المطلوبة في قائمة التسعير وفي حالة وجود فروقات فإنه يحق للأثر وان تطلب من المتاجر تقديم عينات للفحص والتقييم.</td>
</tr>
<tr>
<td>11.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>After signing the contract and in case that the required items are not available on the market; the contractor shall provide an alternative items subject to testing and evaluation.</td>
<td></td>
<td>بعد توقيع العقد وفي حال عدم توفر أي من المواد المطلوبة من السوق فان على المتقدم أن يلتزم بتوفير مواد بديلة تخضع للفحص والتقييم.</td>
</tr>
<tr>
<td>12.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>After signing the contract any defect in the received or used item it will be returned back to the contractor even if the shelf life date is still valid, and the contractor should provide alternative subject to testing and evaluation.</td>
<td></td>
<td>بعد توقيع العقد وفي حال اكتشاف أي خلل أو عيب في المادة المستلمة أو المستخدمة، سوف يتم إرجاعها إلى المتعد، حتى وإن لم تكن متنهية الصلاحية ويجب على المتعد توفير مادة بديلة تخضع للفحص والتقييم.</td>
</tr>
<tr>
<td>13.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The delivery should be on daily basis from (Sunday to Wednesday) before 10:00 (am) to the following UNRWA training centers:</td>
<td></td>
<td>شروط إجبارية خاصة بقائمة اللحوم والدواجن</td>
</tr>
<tr>
<td>1. Wadi Seer training center at Bayader Wadi Seer area.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Amman training center at Al Moqablaine area.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Special mandatory conditions related to (Meats and Poultry) list:**

After signing the contract any defect in the received or used item it will be returned back to the contractor even if the shelf life date is still valid, and the contractor should provide alternative subject to testing and evaluation.
<table>
<thead>
<tr>
<th>Item</th>
<th>Compliant</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>14. Refrigerated transport is mandatory for meats and poultry.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. For the fresh sheep meat the size, weight and number of pieces will be according to UNRWA request at the time of delivery. Noting that the weight of pieces should be approximately the same.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. For the frozen meat and fish; the approved weight by UNRWA is the weight mentioned by the source on the cartoon.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17. The delivery of grocery should be on weekly and monthly basis and in emergency cases. From (Sunday to Wednesday) before 10:00 (am) to the following UNRWA training centers:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Wadi Seer training center at Bayader Wadi Seer area.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Amman training center at Al Moqablaine area.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Special mandatory conditions related to (Grocery) list:**

- Materials that need to be delivered weekly and monthly, and in emergency cases from (Sunday to Wednesday) before 10:00 (am) to the following UNRWA training centers:
  1. Wadi Seer training center at Bayader Wadi Seer area.
  2. Amman training center at Al Moqablaine area.
<table>
<thead>
<tr>
<th>Item</th>
<th>Compliant</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. كلية وادي السير في منطقة وادي السير.</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>2. كلية تدريب عمان في منطقة المقابلين.</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td></td>
<td>The remaining shelf life of grocery items should not be less than 75% of the validity period upon delivery time, e.g. if the validity of the grocery item is one year so the provider should supply the item with validity of eight months</td>
</tr>
<tr>
<td>19.</td>
<td></td>
<td>The olive oil should be tested and stamped by the Jordan Food &amp; Drug Administration.</td>
</tr>
<tr>
<td>20.</td>
<td></td>
<td>The delivery should be on daily basis from (Sunday to Wednesday) before 10:00 (am) to the following UNRWA training centers: 1. Wadi Seer training center at Bayader Wadi Seer area. 2. Amman training center at Al Moqabla area.</td>
</tr>
<tr>
<td>21.</td>
<td></td>
<td>The bidder should confirm providing the fruit as per requested specification, weight and quantity, noting that all fruit pieces from the same kind should be approximately provided with the same size.</td>
</tr>
</tbody>
</table>

**Special mandatory conditions related to (Fruit & Vegetables) list:** شروط إجبارية خاصة بقائمة الخضار والفاكهة

<table>
<thead>
<tr>
<th>Item</th>
<th>Compliant</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>20.</td>
<td></td>
<td>The delivery should be on daily basis from (Sunday to Wednesday) before 10:00 (am) to the following UNRWA training centers: 1. Wadi Seer training center at Bayader Wadi Seer area. 2. Amman training center at Al Moqabla area.</td>
</tr>
<tr>
<td>21.</td>
<td></td>
<td>The bidder should confirm providing the fruit as per requested specification, weight and quantity, noting that all fruit pieces from the same kind should be approximately provided with the same size.</td>
</tr>
</tbody>
</table>
78. **Financial Evaluation**

Award(s) will be made to the lowest offer compliant with technical requirements. It is noted that UNRWA will also take into consideration the Total Cost of Ownership when awarding vendors and will therefore limit the number of awards for consolidation purposes if deemed in the interest of UNRWA.

The bidder have the choice to price the three lists mentioned in Annex F – Bid form (Meats and Poultry), (Grocery) and (Fruit and Vegetable) or to select one or two of the lists. Noting that if the bidder did not price any item in any selected list; the bidder may be disqualified for this list.

UNRWA’s evaluation will exclude and not take into account Customs duties and other import taxes, sales and other similar taxes, which will be payable on the goods if the contract is awarded to the bidder.
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 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 thePrivileges 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 fulfilment 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 either 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, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of 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. PURCHASE OF GOODS: To the extent that the Contract involves any purchase of goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to any purchases of goods under the Contract:

6.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the goods, and UNRWA shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. The Contractor shall provide to UNRWA such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English language unless otherwise specified in the
6.2 **INSPECTION OF THE GOODS:** If the Contract provides that the goods may be inspected prior to delivery, the Contractor shall notify UNRWA when the goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNRWA or its designated inspection agents may also inspect the goods upon delivery in order to confirm that the goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNRWA or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

6.3 **PACKAGING OF THE GOODS:** The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNRWA as well as such other information as is necessary for the correct handling and safe delivery of the goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

6.4 **TRANSPORTATION & FREIGHT:** Unless otherwise specified in the Contract (including, but not limited to, in any “INCOTERM” or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNRWA receives all necessary transport documents in a timely manner so as to enable UNRWA to take delivery of the goods in accordance with the requirements of the Contract.

6.5 **WARRANTIES:** Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNRWA stated in or arising under the Contract, the Contractor warrants and represents that:

| 6.5.1 | The goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship; |
| 6.5.2 | If the Contractor is not the original manufacturer of the goods, the Contractor shall provide UNRWA with the benefit of all manufacturers’ warranties in addition to any other warranties required to be provided under the Contract; |
| 6.5.3 | The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination; |
| 6.5.4 | The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets; |
| 6.5.5 | The goods are new and unused; |
| 6.5.6 | All warranties will remain fully valid following any delivery of the goods and for a period of not less than one (1) year following acceptance of the goods by UNRWA in accordance with the Contract; |
| 6.5.7 | During any period in which the Contractor’s warranties are effective, upon notice by UNRWA that the goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse UNRWA for the purchase price paid for the defective goods; and, |
| 6.5.8 | The Contractor shall remain responsive to the needs of UNRWA for any services that may be required in connection with any of the Contractor’s warranties under the Contract. |

6.6 **ACCEPTANCE OF GOODS:** Under no circumstances shall UNRWA be required to accept any goods that do not conform to the specifications or requirements of the Contract. UNRWA may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNRWA be obligated to accept any goods unless and until UNRWA has had a reasonable opportunity to inspect the goods following delivery. If the Contract specifies that UNRWA shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until UNRWA in fact provides such written acceptance. In no case shall
payment by UNRWA in and of itself constitute acceptance of the goods.

6.7 **REJECTION OF GOODS:** Notwithstanding any other rights of, or remedies available to UNRWA under the Contract, in case any of the goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNRWA, at its sole option, may reject or refuse to accept the goods, and within thirty (30) days following receipt of notice from UNRWA of such rejection or refusal to accept the goods, the Contractor shall, in sole option of UNRWA:

6.7.1 provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by UNRWA; or,

6.7.2 repair the goods in a manner that would enable the goods to conform to the specifications or other requirements of the Contract; or,

6.7.3 replace the goods with goods of equal or better quality; and,

6.7.4 pay all costs relating to the repair or return of the defective goods as well as the costs relating to the storage of any such defective goods and for the delivery of any replacement goods to UNRWA.

6.8 **TITLE:** The Contractor warrants and represents that the goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the goods shall pass from the Contractor to UNRWA upon delivery of the goods and their acceptance by UNRWA in accordance with the requirements of the Contract.

6.9 **EXPORT LICENSING:** The Contractor shall be responsible for obtaining any export license required with respect to the goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNRWA under the Contract. Subject to and without any waiver of the privileges and immunities of UNRWA, UNRWA shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNRWA to enable UNRWA to take appropriate measures to resolve the matter.

7. **INDEMNIFICATION:**

7.1 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:

7.1.1 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,

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

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

7.3 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.

7.4 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:

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

7.4.2 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,
7.4.3 refund to UNRWA the full price paid by UNRWA for the right to have or use such goods, property or services, or part thereof.

8. INSURANCE AND LIABILITY:

8.1 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.

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

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

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

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

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

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

8.4 The Contractor acknowledges and agrees that 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.

8.5 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:

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

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

8.5.3 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,

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

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

8.7 Except for any self-insurance program maintained by the Contractor and approved by 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 8.5.3, above, the Contractor shall promptly notify UNRWA concerning any cancellation or material change of insurance coverage required under the Contract.

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

9. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with 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.
10. 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.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 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.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, 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.

11.3 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.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of 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.

12. 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.

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

13.1 The recipient ("Recipient") of such Information shall:

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

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

13.2 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.

13.3 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.

13.4 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.

13.5 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.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

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

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

14.3 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.

15. TERMINATION:

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

15.2 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.

15.3 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:

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

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

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

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

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

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

15.3.7 complete performance of the work not terminated; and;

15.3.8 take any other action that may be necessary, or that UNRWA may direct in writing, for the minimization of losses and
for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNRWA has or may be reasonably expected to acquire an interest.

15.4 In the event of any termination of the Contract, UNRWA shall be entitled to obtain reasonable written accounting 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 16, 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.

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

15.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;  
15.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;  
15.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;  
15.5.4 a Receiver is appointed on account of the insolvency of the Contractor;  
15.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; or  
15.5.6 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.

15.6 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 15.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNRWA of the occurrence of any of the events specified in Article 15.5, above, and shall provide UNRWA with any information pertinent thereto.

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

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

16.1 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:

16.1.1 procure all or part of the service or related goods from other sources;  
16.1.2 refuse to accept delivery of all or part of the services or related goods; or  
16.1.3 terminate the Contract in accordance with Article 15.1, 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, the costs of engaging in such procurement and reasonable expenses incurred for preserving and storing any rejected goods for the Contractor's account. 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.

16.2 If the Contractor fails to supply the goods or fails to complete the services within the time for delivery specified in the Contract, UNRWA may, in its sole discretion and without prejudice to its other remedies under the Contract, deduct from the contract price the amount set forth in the Contract for each calendar day of delay until actual delivery which amount shall in no event be less than one percent of the delivered price of the delayed goods and/or services, up to a maximum deduction of ten percent of the contract price.

16.3 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 every other remedy provided under the Contract and by law.

17. 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.

18. SETTLEMENT OF DISPUTES:

18.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek 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.

18.2 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 18.1 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.

19. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities accorded to UNRWA in international law.

20. TAX EXEMPTION:

20.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including 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.

20.2 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.

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

22. MODIFICATIONS:

22.1 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 addition 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.

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

22.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against 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 22.1, above.

23. AUDITS AND INVESTIGATIONS:

23.1 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.

23.2 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 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.

24. LIMITATION ON ACTIONS:

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

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

25. ADDITIONAL WARRANTIES:

25.1 The Contractor represents and warrants that:

25.1.1 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.

25.1.2 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.

25.1.3 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.

25.1.4 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 in any sexual activities that are exploitive 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.

25.1.5 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.

25.2 The Contractor acknowledges and agrees that the provisions of Article 25.1 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.

26. 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.

27. NOTICE AND OTHER FORMALITIES:

27.1 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.

27.2 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.

28. 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.
<table>
<thead>
<tr>
<th>Item number</th>
<th>Item Description</th>
<th>Mandatory Requirement</th>
<th>Total estimated quantity per year</th>
<th>Unit of Measurement</th>
<th>Unit price of Measuremen</th>
<th>Total price JOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fresh sheep meat (clean from fat &amp; cutted into parts)</td>
<td>Service on Camera</td>
<td>1000 KG</td>
<td>KG</td>
<td>JOD 20</td>
<td>JOD 20,000</td>
</tr>
<tr>
<td>2</td>
<td>Frozen fish filet</td>
<td>The approved weight by UNRWA is the one mentioned by the source on the cartoon</td>
<td>1200 KG</td>
<td>KG</td>
<td>JOD 20</td>
<td>JOD 24,000</td>
</tr>
<tr>
<td>3</td>
<td>Frozen veal meat</td>
<td>Veal Leg</td>
<td>500 KG</td>
<td>KG</td>
<td>JOD 20</td>
<td>JOD 10,000</td>
</tr>
<tr>
<td>4</td>
<td>Eggs</td>
<td>Weight 66 grams per egg, Clean from dirt, Saved in plate and covered with plastic</td>
<td>800 KG</td>
<td>KG</td>
<td>JOD 0.05</td>
<td>JOD 40</td>
</tr>
<tr>
<td>5</td>
<td>Frozen boneless chicken breast</td>
<td>200 PKt of 12 PCs each</td>
<td>80 KG</td>
<td>KG</td>
<td>JOD 20</td>
<td>JOD 1,600</td>
</tr>
<tr>
<td>6</td>
<td>Frozen boneless chicken breast</td>
<td>200 PKt of 12 PCs each</td>
<td>80 KG</td>
<td>KG</td>
<td>JOD 20</td>
<td>JOD 1,600</td>
</tr>
<tr>
<td>7</td>
<td>Frozen Armouti fish</td>
<td>(No 01 – large size)</td>
<td>100 KG</td>
<td>KG</td>
<td>JOD 20</td>
<td>JOD 2,000</td>
</tr>
<tr>
<td>8</td>
<td>Fresh chicken liver</td>
<td></td>
<td>20 KG</td>
<td>KG</td>
<td>JOD 20</td>
<td>JOD 400</td>
</tr>
<tr>
<td>9</td>
<td>Fresh ground cinnamon</td>
<td>With a strong smell</td>
<td>20 KG</td>
<td>KG</td>
<td>JOD 20</td>
<td>JOD 400</td>
</tr>
<tr>
<td>10</td>
<td>Safflower Ground Safflower</td>
<td>Similar to Capatilo, Al Rayhan or Alskafi companies’ products</td>
<td>60 KG</td>
<td>KG</td>
<td>JOD 20</td>
<td>JOD 1,200</td>
</tr>
<tr>
<td>11</td>
<td>Citric acid Lemon salt</td>
<td></td>
<td>20 KG</td>
<td>KG</td>
<td>JOD 20</td>
<td>JOD 400</td>
</tr>
<tr>
<td>12</td>
<td>Cumin Ground Cumin</td>
<td>Similar to Capatilo, Al Rayhan or Alskafi companies’ products</td>
<td>20 KG</td>
<td>KG</td>
<td>JOD 20</td>
<td>JOD 400</td>
</tr>
<tr>
<td>13</td>
<td>Ground cinnamon</td>
<td>Similar to Capatilo, Al Rayhan or Alskafi companies’ products</td>
<td>10 KG</td>
<td>KG</td>
<td>JOD 20</td>
<td>JOD 200</td>
</tr>
<tr>
<td>14</td>
<td>Black pepper</td>
<td>Ground</td>
<td>10 KG</td>
<td>KG</td>
<td>JOD 20</td>
<td>JOD 200</td>
</tr>
<tr>
<td>15</td>
<td>Paprika</td>
<td>Ground</td>
<td>10 KG</td>
<td>KG</td>
<td>JOD 20</td>
<td>JOD 200</td>
</tr>
<tr>
<td>16</td>
<td>Salt</td>
<td></td>
<td>20 KG</td>
<td>KG</td>
<td>JOD 20</td>
<td>JOD 400</td>
</tr>
<tr>
<td>17</td>
<td>Ground licorice</td>
<td>Similar to Capatilo, Al Rayhan or Alskafi companies’ products</td>
<td>10 KG</td>
<td>KG</td>
<td>JOD 20</td>
<td>JOD 200</td>
</tr>
<tr>
<td>No.</td>
<td>Item Name</td>
<td>Mandatory Requirement Description</td>
<td>Total Weight(Mandatory)</td>
<td>Unit of Weight(Mandatory)</td>
<td>Total Weight(Desired)</td>
<td>Unit of Weight(Desired)</td>
</tr>
<tr>
<td>-----</td>
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<td>-------------------------</td>
<td>--------------------------</td>
<td>---------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>14</td>
<td>Cardamom (hall seeds)</td>
<td>Should be from Hall seed companies or their origin countries or equivalent</td>
<td>10</td>
<td>200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Sugar</td>
<td>Should be from Hall seed companies or their origin countries or equivalent</td>
<td>200</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Rice</td>
<td>Should be from Hall seed companies or their origin countries or equivalent</td>
<td>90</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Rice</td>
<td>Should be from Hall seed companies or their origin countries or equivalent</td>
<td>120</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Rice</td>
<td>Should be from Hall seed companies or their origin countries or equivalent</td>
<td>150</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Rice</td>
<td>Should be from Hall seed companies or their origin countries or equivalent</td>
<td>180</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Rice</td>
<td>Should be from Hall seed companies or their origin countries or equivalent</td>
<td>210</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Rice</td>
<td>Should be from Hall seed companies or their origin countries or equivalent</td>
<td>240</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Rice</td>
<td>Should be from Hall seed companies or their origin countries or equivalent</td>
<td>270</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Rice</td>
<td>Should be from Hall seed companies or their origin countries or equivalent</td>
<td>300</td>
<td>20</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** The table above lists various items and their specifications, along with their mandatory and desired weights, unit prices, and total prices per item.
<table>
<thead>
<tr>
<th>No.</th>
<th>Name</th>
<th>Mandatory Requirement Description</th>
<th>Total Estimated Quantity per Year</th>
<th>Unit of measurement</th>
<th>Unit price per Unit or Brand</th>
<th>Total price in JOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Light meat Tuna fish (with oil)</td>
<td>Light meat Tuna fish (with oil) Portion: 70g. Before opening, all portions must be intact. Very tasty and fresh.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Light meat Tuna fish (Chunks)</td>
<td>Light meat Tuna fish (Chunks) Portion: 70g. Before opening, all portions must be intact. Very tasty and fresh.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Dried broad beans (split or whole)</td>
<td>Dried broad beans (split or whole) Clean and free of grits and flawless. Similar to English origin or equivalent</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Chickpeas N012</td>
<td>Chickpeas N012 Clean and free of grits and flawless. Similar to English origin or equivalent</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Chickpeas N07</td>
<td>Chickpeas N07 Clean and free of grits and flawless. Similar to English origin or equivalent</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Lentils</td>
<td>Lentils Clean and free of grits and flawless. Similar to English origin or equivalent</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Vermicelli</td>
<td>Vermicelli Clean and free of grits and flawless. Similar to Al-Gazal company product or equivalent</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Tahin halavah</td>
<td>Tahin halavah Stuffed with nuts. Similar to Kasih or Srour companies’ products or equivalent</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Peeled almonds</td>
<td>Peeled almonds Cutted as quarters. Oil-free. Free of weevil. Similar to American origin or equivalent</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Processed meat</td>
<td>Processed meat Low fat and the dye ratio is not high. The percentage of meat in it is 70%. Similar to Martadella Unium or equivalent</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Natural vinegar</td>
<td>Natural vinegar White natural vinegar. Glass bottle of 500 ml</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Shredded white coconut</td>
<td>Shredded white coconut Fresh Oil-free</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>White corn starch</td>
<td>White corn starch For Food use. Similar to Saudi origin or equivalent</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Spices for Mansaf recipe</td>
<td>Spices for Mansaf recipe. Similar to Capatilo, Al Rayhan or Alskafi companies’ products or equivalent.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Nutmeg</td>
<td>Nutmeg Ground nutmeg spices. Similar to Capatilo, Al Rayhan or Alskafi companies’ products or equivalent.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Item</td>
<td>Mandatory Requirement Description</td>
<td>Total Individual Quantity per line</td>
<td>Unit of Measurement/Brand Name</td>
<td>Category of expiry/Based Name</td>
<td>Unit price per Unit of Measurement (BDI SAR/USD)</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>51</td>
<td>Mustard</td>
<td>Mustard Light color Similar to the Balqa mustard product or equivalent</td>
<td>6</td>
<td>750 BDI SAR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>Ground mustard</td>
<td>Ground mustard Weight 1 kg per carton similar to Capitilo, Al Rayhan or Alskafi companies' products or equivalent.</td>
<td>200 BDI SAR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>Hot smoken paprikan spices</td>
<td>Hot paprika spices hot and smoked Similar Capitilo, Al Rayhan or Alskafi companies' products or equivalent.</td>
<td>85 BDI SAR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>Fish spices</td>
<td>Fish spices Similar Capitilo, Al Rayhan or Alskafi companies' products or equivalent.</td>
<td>86 BDI SAR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>Dry crushed coriander</td>
<td>Dry crushed coriander similar to Capitilo, Al Rayhan or Alskafi companies' products or equivalent.</td>
<td>87 BDI SAR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>Bread for hamburger</td>
<td>Bread for hamburger Similar to Capitilo, Al Rayhan or Alskafi companies' products or equivalent.</td>
<td>88 BDI SAR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>Dry Instant yeast</td>
<td>Dry Instant yeast Similar to Capitilo, Al Rayhan or Alskafi companies' products or equivalent.</td>
<td>89 BDI SAR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>58</td>
<td>Blonde raisin</td>
<td>Blonde raisins Big size Similar Capitilo, Al Rayhan or Alskafi companies' products or equivalent.</td>
<td>90 BDI SAR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>59</td>
<td>Dough for Katayef recipe</td>
<td>Dough for Katayef recipe Fresh medium size piece Made from zero flour. Well baked.</td>
<td>91 BDI SAR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>Ground mustard</td>
<td>Ground mustard Weight 1 kg per carton similar to Capitilo, Al Rayhan or Alskafi companies' products or equivalent.</td>
<td>92 BDI SAR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>61</td>
<td>Hot smoken paprikan spices</td>
<td>Hot paprika spices hot and smoked Similar Capitilo, Al Rayhan or Alskafi companies' products or equivalent.</td>
<td>93 BDI SAR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>62</td>
<td>Fish spices</td>
<td>Fish spices Similar Capitilo, Al Rayhan or Alskafi companies' products or equivalent.</td>
<td>94 BDI SAR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>63</td>
<td>Dry crushed coriander</td>
<td>Dry crushed coriander similar to Capitilo, Al Rayhan or Alskafi companies' products or equivalent.</td>
<td>95 BDI SAR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>64</td>
<td>Bread for hamburger</td>
<td>Bread for hamburger Similar to Capitilo, Al Rayhan or Alskafi companies' products or equivalent.</td>
<td>96 BDI SAR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>65</td>
<td>Dry Instant yeast</td>
<td>Dry Instant yeast Similar to Capitilo, Al Rayhan or Alskafi companies' products or equivalent.</td>
<td>97 BDI SAR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>66</td>
<td>Blonde raisin</td>
<td>Blonde raisins Big size Similar Capitilo, Al Rayhan or Alskafi companies' products or equivalent.</td>
<td>98 BDI SAR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>67</td>
<td>Dough for Katayef recipe</td>
<td>Dough for Katayef recipe Fresh medium size piece Made from zero flour. Well baked.</td>
<td>99 BDI SAR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>Ground mustard</td>
<td>Ground mustard Weight 1 kg per carton similar to Capitilo, Al Rayhan or Alskafi companies' products or equivalent.</td>
<td>100 BDI SAR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Description</td>
<td>Unit Price per Unit of Measurement</td>
<td>DAP UNRWA Country of Origin/Brand</td>
<td>Total Estimated Quantity per Unit of Measurement</td>
<td>Unit Price per Unit of Measurement</td>
<td>Category of Origin/Basis of Supply (World Bank Group Criteria)</td>
</tr>
<tr>
<td>-----</td>
<td>-------------</td>
<td>-----------------------------------</td>
<td>---------------------------------</td>
<td>-----------------------------------------------</td>
<td>----------------------------------</td>
<td>------------------------------------------------</td>
</tr>
<tr>
<td>61</td>
<td>Apples (Fresh)</td>
<td>JOD 1.50 per kg</td>
<td>Jordan</td>
<td>1800 kg</td>
<td>JOD 2700</td>
<td>Similar to the local (Jordanian) or equivalent</td>
</tr>
<tr>
<td>62</td>
<td>Bananas (Fresh)</td>
<td>JOD 1.20 per kg</td>
<td>Jordan</td>
<td>1200 kg</td>
<td>JOD 1440</td>
<td>Similar to the local (Jordanian) or equivalent</td>
</tr>
<tr>
<td>63</td>
<td>Carrots (Fresh)</td>
<td>JOD 0.50 per piece</td>
<td>Jordan</td>
<td>140 kg</td>
<td>JOD 70</td>
<td>Similar to the local (Jordanian) or equivalent</td>
</tr>
<tr>
<td>64</td>
<td>Cauliflower (Fresh)</td>
<td>JOD 1.80 per piece</td>
<td>Jordan</td>
<td>1200 kg</td>
<td>JOD 2160</td>
<td>Similar to the local (Jordanian) or equivalent</td>
</tr>
<tr>
<td>65</td>
<td>Beans (Rigid labaneh – not sour, tasty)</td>
<td>JOD 3.50 per kg</td>
<td>Jordan</td>
<td>200 kg</td>
<td>JOD 700</td>
<td>Similar to Al Youm or Hammoudeh or Teba companies’ products or equivalent</td>
</tr>
<tr>
<td>66</td>
<td>Eggs (Large black)</td>
<td>JOD 0.25 per piece</td>
<td>Jordan</td>
<td>1200 pcs</td>
<td>JOD 300</td>
<td>Similar to the local (Jordanian) or equivalent</td>
</tr>
<tr>
<td>67</td>
<td>Green chilli pepper</td>
<td>JOD 1.00 per kg</td>
<td>Jordan</td>
<td>100 kg</td>
<td>JOD 100</td>
<td>Similar to the local (Jordanian) or equivalent</td>
</tr>
<tr>
<td>68</td>
<td>Onions (Dried)</td>
<td>JOD 0.50 per kg</td>
<td>Jordan</td>
<td>200 kg</td>
<td>JOD 100</td>
<td>Similar to the local (Jordanian) or equivalent</td>
</tr>
<tr>
<td>69</td>
<td>Tomatoes (Fresh)</td>
<td>JOD 0.50 per piece</td>
<td>Jordan</td>
<td>1700 pcs</td>
<td>JOD 850</td>
<td>Similar to the local (Jordanian) or equivalent</td>
</tr>
<tr>
<td>70</td>
<td>Tomato paste</td>
<td>JOD 2.00 per kg</td>
<td>Jordan</td>
<td>1800 kg</td>
<td>JOD 3600</td>
<td>Similar to the local (Jordanian) or equivalent</td>
</tr>
<tr>
<td>71</td>
<td>Tomato paste (Red dried onion)</td>
<td>JOD 2.00 per kg</td>
<td>Jordan</td>
<td>400 kg</td>
<td>JOD 800</td>
<td>Similar to the local (Jordanian) or equivalent</td>
</tr>
<tr>
<td>72</td>
<td>Truffles</td>
<td>JOD 5.00 per kg</td>
<td>Jordan</td>
<td>200 kg</td>
<td>JOD 1000</td>
<td>Similar to the local (Jordanian) or equivalent</td>
</tr>
</tbody>
</table>

**Total Estimated Price (JOD):**

JOD 65,100
<table>
<thead>
<tr>
<th>#</th>
<th>Item Name</th>
<th>Description</th>
<th>Total estimated quantity per year</th>
<th>Unit of Measurement</th>
<th>Country of origin/Brand Name</th>
<th>Unit price per Unit of Measurement of Incoterms 2020 - JOD</th>
<th>Total price JOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>113</td>
<td>113 Green bean</td>
<td>Fresh green bean</td>
<td>100 KG</td>
<td>KG</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>114</td>
<td>114 Watermelon</td>
<td>Watermelon - Red color - Sweet tasty - Big size</td>
<td>400 KG</td>
<td>KG</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>115</td>
<td>115 Spinach</td>
<td>Fresh green spinach - Free from mud &amp; soil - Free of yellow leaves and not withered</td>
<td>240 KG</td>
<td>KG</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>116</td>
<td>116 Colored sweet pepper</td>
<td>Fresh colored sweet pepper (red, yellow, orange)</td>
<td>60 KG</td>
<td>KG</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>117</td>
<td>117 Iceberg</td>
<td>Fresh large iceberg</td>
<td>80 PC</td>
<td>PC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>118</td>
<td>118 Lettuce</td>
<td>Lettuce - Fresh - Green color - Large size - Similar to Local (Jordanian) or Romaine types</td>
<td>40 PC</td>
<td>PC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>119</td>
<td>119 Zucchini</td>
<td>Fresh small zucchini</td>
<td>40 KG</td>
<td>KG</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Fruit and Vegetable list total price JOD:**

**Offer total value JOD/Year:**

**Note:** All values are in Jordanian Dinars (JOD).
Annex G: Instructions on UNGM Registration

www.ungm.org
عملية التسجيل في السوق العالمية للامم المتحدة

تم دمج نظام العطاءات الالكتروني للايومنós مع بوابة السوق العالمية للامم المتحدة.

ارجو الاطلاع على التعليمات حول كيفية تسجيل شركتك وكيفية الوصول الى وثائق العطاء.

للحصول على مزيد من المساعدة، يرجى الاتصال بالسوق العالمية للامم المتحدة على العنوان:
registry@ungm.org

او استخدام زر المساعدة على موقع السوق العالمية للامم المتحدة.

ظهراة الأولي: إنشاء حسابك على السوق العالمية للامم المتحدة

إلى تقوم بالدخول الى وثائق العطاء، يجب ان تكون قد أنهيت عملية التسجيل على المستوى الأساسي ويعن

 Registered' مع الانروا على السوق العالمية للامم المتحدة.

وانقر على خانة 'Register'.

اذهب الى www.ungm.org

اقرأ الإيضاحات بشأن عملية تسجيل تجار السوق العالمية للامم المتحدة وانقر على الزر

‘Continue to registration’. 
For more information on the UNGM vendor registration process, please click here.

It should take approximately 5 to 10 minutes to complete the Basic level of registration.

If you need any assistance or require more information, please do not hesitate to use the Help? button in the right-hand corner of the page.

Registering with the relevant UN organizations

During the online registration process, vendors are automatically matched with the UN organizations which buy the products and services the vendor offers. You are able to deselect any of these UN organizations should you wish to do so, if your company is unable to register with a particular UN organization, it is because that organization does not buy the goods or services you provide.

After completion of your registration

Once the required information has been provided, you will be able to submit your registration for review. Some UN organizations automatically accept submissions, while others review and evaluate each submission based on specific criteria. This process can take up to 10 working days.

Once a vendor has been accepted by at least one (1) UN organization, the vendor’s profile is visible to all UN staff.

Help?

Please click the Help? button. From here you are able to get in touch with our HelpDesk who will assist you with your query. We try to answer all queries within 48 hours. For the most efficient service, please ensure that you are logged in. Provide a detailed comment and screenshot where possible.

Continue to registration...
اكمل تفاصيل تسجيل الدخول الخاص بك ومن ثم انقر على الزر ‘Create login’

 الخطوة الثانية: تفعيل حسابك على السوق العالمية للأمم المتحدة

بمجرد أن تنتهي من إنشاء حسابك على السوق العالمية للأمم المتحدة، لا تنس من فضلك أن تقوم بتفعيله. اذهب إلى صندوق الوارد في بريدك الإلكتروني الشخصي حيث تلقيت رسالة بريد إلكتروني من السوق العالمية للأمم المتحدة تحوي على رابط التفعيل. يرجى تفعيل حسابك على السوق العالمية للأمم المتحدة بواسطة النقر على رابط التفعيل.

تهانينا لقد تم تفعيل حسابك الآن
إذا لم تكن قد استلمت رسالة بريد إلكتروني بشأن التفعيل، يرجى التأكد من فلتر البريد التطفلي/صندوق الوارد. يرجى ملاحظة أن بإمكانك إعادة إرسال رسالة البريد الإلكتروني بشأن التفعيل إلى نفسك من صندوق الوارد للسوق العالمية للأمم المتحدة الخاص بك.

قم بمراجعة رابط 'Registration Process' على القائمة الجانبية من الناحية اليسرى للحصول على مزيد من المعلومات وتعليمات مفصّلة حول كيفية البدء من أجل استكمال تسجيلك على السوق العالمية للأمم المتحدة.

بالإضافة إلى ذلك، تجدون أدناه رابط الفيديو الإرشادي حول كيفية تسجيل شركة بنجاح على السوق العالمية للإمم المتحدة:

https://www.ungm.org/Public/Video/View/3

هام: ارتجو إن تذكركم أن المقصود بعملية 'Registration for UN staff' هم أفراد الأمم المتحدة فقط ولا ينطبق على التجار.
الخطوة الثالثة: تسجيل الدخول إلى حسابك على السوق العالمية للأمم المتحدة

لكي تقوم بتسجيل حسابك على السوق العالمية للأمم المتحدة يرجى النقر على رابط ‘Log in’ على الزاوية العليا من اليمين من الصفحة. سوف تحتاج إلى استخدام اسم المستخدم الخاص بك وهو عنوان البريد الإلكتروني الذي سجلت بموجبه اضافة إلى كلمة السر (المرور).

إذا نسيت كلمة السر يرجى استخدام خدمة ‘forgotten password’.

الخطوة الرابعة: تعبئة نموذج تسجيل التاجر الخاص بك في السوق العالمية للأمم المتحدة

يمكنكم تعبئة نموذج التسجيل الخاص بكم من رابط ‘Registration’ على القائمة في الجانب الأيسر. يستغرق إتمام التسجيل الأساسي الخاص بك ما يقارب خمس إلى ثمانية دقائق (5 – 8) فقط.

يرجى ملاحظة أن بعض علامات التبويب تظهر باللون الأحمر فيما البعض الآخر يظهر باللون الأخضر. علامات التبويب المراء تعني معلومات مفقودة ولم يتم تعبئتها. تشير النجمة (*) إلى المعلومات المطلوبة ولا يمكنك تسليم التسجيل بدون هذه المعلومات.
يرجى عدم نسيان تسليم تسجيلك التام إلى منظمات الأمم المتحدة المطابقة لبيانات الشركة الخاصة بك.
يرجى التحقق من أن الانروا هي جزء من قائمة منظمات الأمم المتحدة التي تطابق بيانات شركتك في علامة تبويب 'UN organizations'.

الخطوة الخامسة: تحقق من أوضاعك ورقم السوق العالمية للأمم المتحدة في لوحة الإعدادات

إذا كنت قد قمت بتسجيل المستوى الأساسي الخاص بك في الماضي، يرجى التأكد من أن التسجيل الأساسي الخاص بك مع الانروا كاملا. يمكنك التأكد من هذه المعلومات إما من خلال لوحة الإعدادات الخاصة بك (على سبيل المثال حالة التسجيل الخاصة بك هي تسجيل/تجزئ تاجر للتحديث) أو مباشرة في التسجيل الخاص بك. وأذا لم يكن ذاك كذلك، يرجى تحديث/تعديل المعلومات المطلوبة من قبل نظام السوق العالمية للأمم المتحدة قبل البدء.
We are in the process of updating the UNSPSC codes. For more information on the changes and additions, read here: UNSPSC changes.

Your UNGM number is 400000

There are UN organizations matching your profile to which you have not yet submitted your vendor registration. Visit the Registration page and click on the UN Organizations section to submit your registration now.

Company registration status

The statuses of your company's registration submissions are shown below. For an explanation of what each status means, please click here.

<table>
<thead>
<tr>
<th>UN organizations</th>
<th>Basic registration</th>
<th>Level 1 registration</th>
<th>Level 1 registration</th>
</tr>
</thead>
<tbody>
<tr>
<td>WMD</td>
<td>Registered (05-Mar-2014 09:43)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WIPO</td>
<td>Registered (05-Mar-2014 09:43)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WHO</td>
<td>Registered (05-Mar-2014 09:43)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WFP</td>
<td>Registered (05-Mar-2014 09:43)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IYORWA</td>
<td>Registered (05-Mar-2014 09:43)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
الخطوة الأولى: ابحث عن إشعارات العطاءات الصادرة من قبل الانروا من الصفحة الرئيسة للسوق العالمية للامم المتحدة للامم المتحدة انقر على خانة ‘Business Opportunities’ او ‘show more في القائمة على الجانب الايسر. انقر على زر ‘Tender notices’ على الجانب العلوي الأيمن. انقر على زر ‘criteria’ في حقل ‘UN organizations’ (يرجى طباعة الانروا ). سوف يقوم النظام تلقائيا بإظهار جميع إشعارات العطاءات الصادرة عن الانروا.
Express interest (if this is the first time you are seeing this notice) or View documents.
عندما يكون الدخول للمرة الأولى لانقر 'Express interest' لتبلغ الانروا انك ترغب بالمشاركة في هذا العطاء. وبعد بضعة ثوان، سوف يتبدل الزر باللون الأخضر الى 'View documents'. انقر على هذا (على الجانب اليسار) لتتمكن من الدخول الى وثائق العطاء.

الخطوة الثانية: إدارة العطاء

سوف يتم تحويلك من بوابة السوق العالمية للامم المتحدة الى نظام العطاءات الإلكتروني الخاص بالانروا. 'Tender Management' عندما ينبغي ان تظهر شاشة 'Tender Management' التالية.

هام: إذا لم تظهر شاشة العطاءات يرجى إبلاغ الانروا فورا على العنوان التالي: cpld@unrwa.org و intend.admin@unrwa.org
أنت الآن على نظام العطاءات الإلكتروني الخاص بالانروا. وفي إطار هذه المساحة، سوف تجد العديد من قائمة علامات التبويب:

- العطاء: معلومات عامة عن هذا العطاء
- وثائق طلب تقديم العروض: هام، هنا يوجد الموعد النهائي إضافة إلى وثائق عملية العطاء (طلب تقديم العروض والدعوة إلى العطاء). في نفس المساحة، يوجد لديك وعاء لتحميل عرضك وجميع الوثائق الخاصة بك.
- المراسلات: مساحة تستطيع أن تكتب فيها رسالة بريد الكتروني واستلام إجابات من الانروا.
- التوضيحات: مكان لقراءة التوضيحات الصادرة عن الانروا والمتاحة لجميع مقدمي العروض.
- التاريخ: سجل للنشاطات السابقة المتصلة بهذا العطاء.

من هذه النقطة فصاعدا، نعتقد أن النظام أصبح أكثر سهولة وسيكون بمقدورك التنقل من خلاله بدون صعوبات كبيرة. ولكن ان كان لديك أسئلة أو استفسارات، يرجى الاتصال بنا باستخدام علامة تبويب المراسلات لنظام العطاءات الإلكتروني أو بواسطة البريد الإلكتروني على العنوان:

intend.admin@unrwa.org and cpld@unrwa.org.
الخطوة الثالثة: الدخول إلى العطاء في مرحلة لاحقة

يوجد هناك اختصار (shortcut) لإشعارات العطاءات. بعد تسجيل الدخول في السوق العالمية للامم المتحدة، يمكن اختيار الخيار "My tenders/contracts" من القائمة على الجانب الأيسر.

يمكنك أيضا النقر على زر 'View document' بجانب الإشعارات أو النقر على رابط الانروا تحت My tenders/contracts' من أجل الدخول إلى نظام العطاءات الإلكتروني للانروا لرؤية تفاصيل إشعار العطاء والوثائق الخاصة به.

الخطوة الرابعة: تحميل وثائق العطاء

في صفحة 'Tender Management' الرجاء اختيار علامة تبويب قائمة 'RFP documents' ثم انتقل للأسفل إلى ان يتم استلام وثائق العطاء قسم 'Tender documents received' ومن ثم قم بتحميل جميع الوثائق.
الخطة الخامسة: إرفاق الوثائق وتقدمها

إذا تم طلب أي وثائق إلزامية فسوف تظهر في قسم 'My tender return' 
على زر احمر.

وإذا طلب تعبئة استبانة فسوف تظهر باللون الأحمر ومحددة بـ 'Not Started'
وفي قسم 'My Tender Return'. ويعد تعبئة أي استبانة أمرًا إلزاميًا.

إرفاق وثائق إضافية ترغب في تقديمها كجزء من العطاء وتعتقد أنها ذات صلة بالعطاء، انقر على زر
تحت قسم 'My Tender Return' (إن وجد). وسوف تظهر هذه في قسم 'Attach Documents'.

'توضيحات':

1. إذا كان هناك أي مطلوبات إضافية، سيتم تقديمها في قسم 'My tender return' وسوف تظهر على زر أصفر.

2. إذا كانت هناك أي استبانات، فسيتم تقديمها إلى قسم 'My Tender Return' وسوف تظهر باللون الأحمر إذا لم يتم تعبئة أي استبانة.

3. إذا كنت ترغب في إرفاق أي وثائق إضافية، يمكنك النقر على زر 'Attach Documents' وستظهر قائمة الملفات المرفقة.

4. يمكن تحميل الملفات، يمكن مراجعة الملفات المرفقة، ولعب الملفات المرفقة.

5. إذا كنت ترغب في تحميل ملف فعلي، يمكنك النقر على زر 'Upload Document'.
Notes: Large files may take some time to upload. We recommend keeping file sizes under 5MB.

Tender Alert Service

Tender Alert Service aims to notify traders who wish to be informed of related tenders via email. With Tender Alert Service, you may receive notifications about business opportunities that match your services and/or products.

Submit Return

Submit your technical proposal and financial offer here.

Submit Return
يتم توفير هذه الخدمة برسوم يقدر بـ 250 دولار أميركي سنوياً. كما يمكنك أيضاً الدخول إلى العطاءات "Tender Notices" مجاناً تحت إشعارات العطاءات "Tender Notices".

إذا احتجت إلى مساعدة في أي مرحلة من مراحل العملية، يمكنك الاتصال من خلال خدمة "Help" على موقع السوق العالمية للامم المتحدة على الإنترنت. نسعى للرد على جميع الاستفسارات والاستفسارات في غضون ثمانية وأربعين (48) ساعة. يرجى ملاحظة أنه يمكنك تصنيف تساؤلاتك واستفساراتك الأمر الذي يمكننا من التعامل معها بشكل أكثر كفاءة.
If you are in need of assistance, we welcome you to contact us at the following address:
registry@ungm.org

To provide urgent assistance:
www.ungm.org