INVITATION TO BID (ITB – ITB/UNRWA/CSSD/DG/19/2020)

Date: 6 July 2020

Subject: Provision of the Management of Bio-Medical Waste Produced By UNRWA Health Centers at Jordan Filed Office

1. The United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA) hereby invites you to submit a bid Thursday 30 July 2020 at 14:00 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: Terms of reference including Evaluation Criteria and the Bid Form;
   Annex D: Performance Bond;
   Annex E: UNRWA General Conditions of Contract
   Annex F: Instructions for UNGM Registration and Bid Submission

3. 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. The letter should advise whether your company intends to submit a Bid and if not, indicate the reason.

4. 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 15 July 2020 at 13:00 pm (Amman Time). Please indicate the ITB reference number in the subject line.

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

Yann Kervinio
Chief, Central Support Services Division.
ANNEX A: GENERAL INSTRUCTIONS

GENERAL

1. UNRWA solicits Bids in response to this ITB. Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the provisions stipulated in this ITB will be accepted unless approved in writing by UNRWA.

2. 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, the Bidder has read, understood and agreed to all the instructions provided in this ITB.

3. This ITB does not commit UNRWA to award a Contract or to issue a Purchase Order. Any Bid submitted will be regarded as a Bid by the Bidder and not as an acceptance by the Bidder of any Bid by UNRWA.

4. The Bidder shall bear any and all costs and expenses related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not.

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

BID SUBMISSION

6. Bidders are required to complete, sign and submit in English language, the following documents:

   a) Technical offer
   b) Commercial Offer

7. The Bids shall include information in sufficient scope and detail to allow the UNRWA to consider whether your company has the necessary capability, experience, knowledge, expertise, licenses, financial strength and the required capacity to perform the work specified at a high professional level, as well as any attachments and/or appendices required hereunder.

8. UNRWA will for this bid accept Bids submitted via its e-tendering system (In-TEND) by visiting the web address www.ungm.org.

   !!!!! Please note that submissions by fax, or email will not be accepted!!!!!

PRICING MATRIX

9. Vendors shall use the provided excel template of the bills of Quantities to submit their price offer. Vendors must only input their Unit prices in excel cell called “Unit Prices” of the pricing matrix, which will result in an automated calculation of the total offer under the Summary Page. Vendors must also indicate the currency of their offer. Any change to the provided excel format may lead to the disqualification of vendor’s offer. Once completed, vendors are requested to submit their price proposal in excel format as well as in PDF format with the company signature and stamp. The prices in excel format must be the same as the prices in the pdf format.

10. UNRWA does not assume any responsibility for any missing and/or illegible pages of Bid, and this may result in rejection of your Bid. Only submissions submitted as indicated herein can be accepted. Submissions by any other means, or to any other address, will be rejected. Vendors who submit (a copy of) the Bid directly to the Procurement Officer (by fax, email or by any other means not described above) will be disqualified.

CLOSING TIME

11. It is the responsibility of the Bidder to ensure that the sealed envelopes/packages containing the Bid reach the above mentioned address before the Closing Time. **Bids received after the Closing Time will be rejected and therefore not considered or evaluated, except for in exceptional circumstances.**
REQUEST FOR CLARIFICATIONS

12. 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 15 July 2020 at 13:00 PM (Amman Time). Please indicate the ITB reference number in the subject line. Alternatively, clarifications exclusively in writing, via the Correspondence tab in the e-tendering module can be sent no later than Wednesday 15 July 2020 at 13:00 PM (Amman Time). No communication, written or verbal, is allowed in connection with this ITB, with any UNRWA staff members other than the Procurement Officers. Queries received after the above deadline may not be considered.

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

BID VALIDITY

14. Your Bid shall be irrevocable and remain valid for acceptance for at least 120 days period, commencing on the Closing Time.

15. 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.

SOLICITATION DOCUMENTS

16. Bidders are expected to examine all instructions, forms, specifications, terms and conditions, shipping instructions, special 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

17. The standard UNRWA terms of payment are 30 calendar days following satisfactory delivery of goods, performance of services and submission of an invoice, whichever is later. Payment for any goods or services by UNRWA shall not be deemed an acceptance of the goods or services. The provisions of Incoterms 2010 shall apply to any delivery terms specified in this ITB.

18. 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

19. Selection of currency for price proposal is prerogative of the participant. Prices may be quoted in a currency other than the US Dollar. However, for the purposes of commercial evaluation and comparison of all Financial Proposals, the UN will convert the currency quoted in the Financial Proposal to US Dollar, in accordance with the prevailing UN Operational Rate of Exchange at the Closing Time.

20. The Contract/Purchase Order awarded to the selected Bidder, Bidder's invoices and UNRWA payments, will be made in the currency as originally quoted by the Bidder in its Financial Bid.

PRICE

21. 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.
PERFORMANCE BOND

22. Performance Bond (Bank Guarantee): The successful bidder shall, at its own cost and expense, furnish to UNRWA a performance bond in the form included in this ITB (Annex D), in a sum not less than 10% of the contract price. The Performance Bond shall be valid for the entire period of the contract plus 40 days. The performance bond shall be renewed on the same terms and conditions for further periods of time corresponding to the duration of each renewal of the Contract, plus 40 days the acceptance of submission of the Performance Bond is a mandatory requirement.

WITHDRAWAL AND MODIFICATION OF BID

23. Bids may be modified or withdrawn at any time prior to the Closing Time. Modification and/or any other complementary information shall be submitted in a sealed envelope marked with the ITB reference number to address stipulated above before the Closing Time.

24. Bid may not be modified or withdrawn after the Closing Time. If a Bid is modified or withdrawn by the Bidder after the Closing Time, UNRWA shall be entitled, without prejudices to any other remedies available to UNOG, to draw on the Bid Security, if required in this ITB. In addition, the Bidder’s registration status as a UN vendor may be subject to review by the UN Vendor Review Committee and may be grounds to suspend or remove the Bidder from the UNRWA vendor roster.

REJECTION OF BID

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

SELECTION PROCESS

26. UNRWA reserves the right, at its sole discretion, to:
   a) Award separate or multiple contracts for same or different elements covered by this ITB in any combination it may deem appropriate, or only a portion of the requirements. If the Bid is submitted on an “all or none” basis, it should be clearly stated as such
   b) 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
   c) Add new considerations, information or requirements at any stage of the process.

27. In exceptional situations, UNRWA may cancel this ITB by a written notification to Bidders.

CONTRACT AWARD PUBLICATION.

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

SIGNING THE CONTRACT

29. UNRWA shall send to the successful bidder the contract which constitutes the notification of award. The successful bidder shall sign, date the Contract and return it to UNRWA within maximum 07 days of receipt of the Purchase Order.

30. 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.

31. 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

SUPPLIER CODE OF CONDUCT

33. 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

34. 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

35. 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.

36. 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

37. 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:
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;

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.

38. 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 BEHAVIOUR

39. 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 GIFTS AND HOSPITALITY

40. 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 any other forms of benefits. The supplier shall not offer any forms of gifts, hospitality or benefits to UNRWA personnel.

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

CONFLICT OF INTEREST

42. 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.

43. 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

44. UNRWA strongly encourages all vendors to UNRWA to participate in the Global Compact. You can find more under www.unglobalcompact.org/participation/join/

LOCAL TAXES

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

All UNRWA imports are exempted from customs and taxes up to zero limits, the contractor will be furnished with an exemption letter (upon request) for all items consumed in the project, noting that the contractors are not exempted from income tax.
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: INVITATION TO BID (ITB No. ITB/UNRWA/CSSD/DG/19/2020)

INVITATION TO BID, ITB No. ITB/UNRWA/CSSD/DG/19/2020 - Provision of the Management of Bio-Medical Waste Produced by UNRWA Health Centers at Jordan Field Office.

We the undersigned acknowledge receipt of your ITB No. ITB/UNRWA/CSSD/DG/019/2020 for the subject matter and hereby confirm that:

( ) We intend

( ) We do not intend

to submit a bid to UNRWA for Provision of the Management of Bio-Medical Waste Produced by UNRWA Health Centers at Jordan Field Office by the deadline date Monday 27 July 2020 at 14:00 PM Amman, Jordan time.

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 via email to cssd@unrwa.org
ANNEX C- TERMS OF REFERENCE

Management of Bio-Medical waste produced by UNRWA Health Centers at Jordan Filed Office.

General Description

The United Nations Relief and Works Agency for Palestine Refugees in the Near East ("UNRWA") is an autonomous subsidiary organ of the United Nations, established by General Assembly Resolution 302 (IV) of 8 December 1949.

UNRWA is mandated to provide assistance and protection to some 5 million registered Palestine refugees. Its mission is to help Palestine refugees in Jordan, Lebanon, Syria, West Bank and the Gaza Strip to achieve their full potential in human development, pending a just solution to their plight. UNRWA's services encompass education, health care, relief and social services, camp infrastructure and improvement, microfinance and emergency assistance. UNRWA is funded almost entirely by voluntary contributions;

For more information about UNRWA and its operations, please visit the following website: http://www.un.org/unrwa/english.html

As a result of the activities of UNRWA Health Centers in Jordan, hazardous Bio-medical waste will be transported and treated in accordance with the instructions of the Department of Medical Waste Management No. 1/2001 issued by the Ministry of Health(Jordan ) and related environmental legislation (the Environment Law No. (52) for the year 2006 and the Hazardous Waste Management and Handling Regulations of 2003 issued by the Jordan Ministry of Environment (Appendix 1) UNRWA intends to award a contract(s) to the contractor(s) it may select for the Services, regulating the performance thereof in accordance with its rules, regulations and procedures including without limitation UNRWA's General Conditions of Contract for the Provision of Services (the “Service Contract”)

1. Purpose:

UNRWA seeks the services of a specialized contractor(s) ("Contractor") to undertake the collection, transportation, treatment and disposal of the Bio-Medical waste generated by the 24 UNRWA Health Centres in Jordan, one or twice a week throughout duration of the contract.

2. Duration:

This requirement will lead to a systems contract for a period of 3 years with an option to extend for additional two years (3+1+1). The successful Vendor will be required to comply with all requirements as indicated in the Terms of Reference and scope of requirements.

3. Scope of Requirements:

Annex C-1 below describes the scope and nature of the required services. Vendors are advised to clearly read and understand the requirements as fully described. If you find a section in the entire terms of reference that need clarification, please do not hesitate to request clarifications within the time line set in this Invitation to Bid.
Annex C-1: Scope of Requirements

**a) Background and Nature of Service**

The selected Contractor(s) shall:

(a) Collect the medical waste from 24 UNRWA Health Centers in Jordan
(b) Transporting medical waste from its storage at the Health Centers
(c) Deliver the entire packs of the Bio-medical waste collected by the contractor from UNRWA health centers to the treatment center for disposal
(d) Signature of the form of receipt and delivery of the Bio-medical waste (Manifest) from the Health center and the transporter in accordance with the date and quantity.
(e) Delivery to the relevant Health center a copy of the receipt and delivery form (Manifest) duly signed by the health center delegate (Head Health Center /Senior Staff Nurse SSN), the transporter and the treatment center.
(f) The contractor should weigh the received packages of the bio-medical waste using an electronic balance placed in the vehicle and calibrated previously and the reading of the total weight should be indicated in the manifest to be signed by the delegates of both parties.
(g) The contractor shall collect and transport the bio-medical wastes generated by UNRWA health centers according to a timetable agreed upon by the two parties later or upon request.
(h) Dispose by incineration the collected bio-medical waste in the incinerator owned by the contractor or other parties (treatment center). In the event of a failure of the medical waste to be incinerated in the treatment center, the contractor shall abide by the agreed schedule and find alternative means of environmentally disposing the waste.
(i) After every four weeks work, the selected Company will furnish UNRWA with a copy of the receipt and delivery forms (Manifest) which must include the total weight of the collected packages duly signed by the Health Centre focal person, the transporter and the treatment center. UNRWA health department shall receive from the contractor 4 - 8 receipt/delivery forms (Manifests) per each of the following 24 health centers
(j) according to the agreed schedule, UNRWA will provide this schedule to the winner bidder after awarding.

<table>
<thead>
<tr>
<th>Health Centre</th>
<th>Number of medical waste collection per Week.</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Amman Area</td>
<td></td>
</tr>
<tr>
<td>Amman New Camp Health Center</td>
<td>2</td>
</tr>
<tr>
<td>Taybeh Health Center</td>
<td>1</td>
</tr>
<tr>
<td>Talbieh Health Center</td>
<td>1</td>
</tr>
<tr>
<td>Amman Town Health Center</td>
<td>1</td>
</tr>
<tr>
<td>Madaba Area</td>
<td></td>
</tr>
<tr>
<td>Madaba Health Center</td>
<td>1</td>
</tr>
<tr>
<td>North Amman Area</td>
<td></td>
</tr>
<tr>
<td>Nuzha Health Center</td>
<td>1</td>
</tr>
<tr>
<td>Jabal Hussien Health Center</td>
<td>1</td>
</tr>
<tr>
<td>Main Barqa Health Center</td>
<td>2</td>
</tr>
</tbody>
</table>
The effective date of the Contract is expected to be **17 September 2020**

This is a contract for a period of 3 years and UNRWA may, at its sole option, extend the Initial Term of Contracts, under the same terms and conditions as set forth in this Contract, for a maximum of two (2) additional consecutive periods of up to one (1) year each (the “Extended Term”). The optional extensions will be subject to the continued mandate and funding of UNRWA, and the satisfactory performance of the Contractor in accordance with the terms and conditions of the contract.

If the Contractor fails to complete Services within the time for delivery determined in accordance with the Service Contract, UNRWA will in its sole discretion and without prejudice to its other remedies thereunder, make alternative arrangements to ensure that satisfactory services are ensured. The Contractor shall be responsible to refund to UNRWA the full amount of price paid and/or cost incurred therefore.

To secure the full and timely performance of the Services in accordance to the terms and conditions of the Service Contract, the successful contractor will deliver to UNRWA, prior to the signature of the Service Contract, a valid unconditional and irrevocable bank guarantee in a form deemed satisfactory by UNRWA, valid for the duration of the Service Contract, in an amount equal to not less than 10% of one year price of the Services. The bank guarantee shall be renewed on the same terms and conditions for further periods of time corresponding to the duration of each renewal of this Service Contract, plus one month.

(k) Invoice of the detailed work after each 4 weeks.
The information that will be included in Tables 1 below is based on actual statistical data. The Contractor shall be deemed to have visited, inspected and satisfied itself as to the location and nature of the collection sites, all other factors affecting the performance and completion of the works, prior to the submission of its offer; and to have taken all these factors duly into account in pricing his offer.

UNRWA Head Health center (HHC) in each Health center shall be available to be contacted and will facilitate site inspection.

Table (1): Monthly Bio Medical waste Production during the Year of 2018 (in Kilograms):

<table>
<thead>
<tr>
<th></th>
<th>Total 2018</th>
<th>Total 2019</th>
<th>Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Amman Area</td>
<td>1699</td>
<td>1988</td>
<td>1844</td>
</tr>
<tr>
<td>North Amman Area</td>
<td>1773</td>
<td>1767</td>
<td>1770</td>
</tr>
<tr>
<td>Zarqa</td>
<td>3273</td>
<td>3338</td>
<td>3306</td>
</tr>
<tr>
<td>Irbid</td>
<td>1532</td>
<td>1313</td>
<td>1423</td>
</tr>
<tr>
<td>Jordan Valley</td>
<td>803</td>
<td>778</td>
<td>791</td>
</tr>
</tbody>
</table>

The above figures are meant to provide the vendor a guide of the likely volume of medical waste to be collected and disposed. Payment of the vendor invoices will be based on actual volumes corrected.

Sub-Contracting of personnel, vehicles and other equipment are allowed, provided that the Contractor is solely and exclusively responsible to UNRWA for all acts and things done by its Sub-Contractors as if no Sub-Contract exists. In addition, UNRWA shall not be liable to any Sub-Contractor for any provision of goods or services even if UNRWA directly or indirectly benefit from it. UNRWA shall be liable to the Contractor only for the complete and satisfactory performance of its Services. In addition, at no time and under no circumstances is UNRWA required or shall be required to coordinate with Sub-Contractors or any third party. The Contractor shall be fully responsible for making all arrangements necessary to coordinate with its subcontractors at its own expense without recourse to UNRWA whatsoever.

A full copy of the contractual agreement (with all the Annexes) between the Contractor and the Sub-contractor shall be furnished to within ten (10) days of the effective date of the Contract or upon the commencement of any such agreement between the two parties. UNRWA reserves the right to approve or reject the sub-contractual agreement. Similarly, prior to change the sub-contractor, the contractor has to inform UNRWA at least two (2) weeks prior to the effective date.
### g) Health, safety and security

Contractors are expected to work safely always, throughout the performance of the contract, in line with the established local and UNRWA safety work standards.

i) Prior the commencement of any task, the contractor must conduct full risks assessment. It must identify all the hazards the workers may be exposed to and assess the risks. This operation will bring all the risks under control and avoid injuries and ill health. Where there is a conflict between applicable regulations, the most stringent will apply. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining the health and safety of personnel during the execution of work.

ii) The Contractor shall determine the need for and provide any personal protective items (PPEs) required for the safe performance of work. All contractor staff shall be provided with a suitable work clothes with company logo on front or back of shirt. Contractor staff shall not wear personal cloths while on duty. Upon entering the work location, Contractor staff shall proceed directly to their assigned work areas.

iii) Contractor footwear shall be appropriate for providing the Services under the contract i.e. shoes with non-skid sturdy construction covering the entire foot including heal and toes. Open-toe shoes, and sandals are not acceptable

iv) The contractor shall purchase and supply each employee with uniforms and any other protective items/clothing necessary to safely perform their duties under this ToR.

v) UNRWA will not be liable to any party for any injury or loss of life, loss or damage to any property arising from the performance of the contract, including with regards to incidents within UNRWA properties.

vi) Contractor personnel shall be expected to strictly observe all security policies, plans, instructions and procedures issued by the UNRWA

vii) The Contractor shall be responsible for safeguarding all UNRWA property or premises provided for Contractor use.

viii) All personnel engaged by the Contractor for performing the contract may be subject to security clearance by the mission. The mission may during the contract period, provide the contractor’s personnel with identification cards, to be returned to the UNRWA immediately upon request.

ix) The contractor shall be held responsible for the health and hygiene of its employees while on UNRWA premises.

x) UNRWA reserves the right to request Contractor staff to be removed at any time if any staff appear to be physically sick, emotionally unstable or are unprepared to perform their assigned work.

xi) All necessary personal safety equipment as considered adequate by the UNRWA shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use, and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.

### h) Insurance

The contractor shall ensure that all workers are adequately covered by health, accident, life and disability insurance, and insurance against third-party liability as required by, and in accordance with applicable laws in Jordan

It is also the contractor’s responsibility to ensure that its workers are working in a safe and secure environment at all times, and the contractor shall therefore provide protective gear (rubber boots, safety boots, coveralls, gloves, glasses, gas masks etc.) to that effect. Under no circumstances shall the UNRWA have responsibility or liability for the safety of the contractor’s employees. Any insurance costs related to the contractor’s employees shall be the responsibility and cost of the contractor.

The contractor shall also bear full civil liability for any damage or harm to its staff, UNRWA personnel, UNRWA property or equipment, etc. caused by any errors, negligence or imprudence of the contractor or its staff.
| i) Environmental Protection | Contractor shall take necessary measures to ensure that the management and disposal of bio medical waste are consistent with conventions on the protection of the environment, and shall ensure that the movement of such medical waste is conducted in a manner that will protect human health and the environment against the adverse effects which may result from such movement and/or disposal. |
| j) Permits | The contractor shall provide evidence of possession of all necessary commercial licenses/permits and documents giving approval to operate a Medical waste transportation and disposal service. The contractor shall further obtain and show permits for the location(s) to which the Medical waste is dumped, as required by local laws. Provision these permits is mandatory and any bidder who will not provide such permits in its tender will be disqualified. |
| k) Methods of disposal | UNRWA reserves the right to request the contractor to dispose any of the medical waste by specific methods of destruction or interment. The transportation of items specified for destruction or interment will only be performed by pre-arrangement with the UNRWA designated Official who will also witness the specific destruction and disposal of such items. A certificate of destruction and disposal will be prepared on such occasions for such items. UNRWA also reserves the right to inspect, at any time, the site used by the contractor to dispose of the medical waste to get assurance that the method of disposal is environmentally sound and in keeping with the terms of the contract. |
| l) Measurement of Services | The contractor shall bill the client on a monthly basis as per volume of Medical waste collected in each location. Therefore, the cost per cubic meter shall be clearly mentioned in the bidder’s proposal as tabulated in the Pricing schedule. |
| m) UNRWA Rights | In case of failure by the Bidder to perform under the Terms and Conditions of the Contract / Purchase Order, including but not limited to failure to execute the Services within the agreed timeframe, UNRWA may, after giving the Bidder reasonable notice to perform and without prejudice to other rights or remedies, in accordance with instructions for Submission of Bids, exercise one or more of the following rights: |
| | a) Make alternative arrangements to ensure that satisfactory services are ensured. The Contractor shall be responsible to refund to UNRWA the full amount of price paid and/or cost incurred therefore. |
| | b) Terminate the Contract / Purchase Order. The UNRWA may terminate the resulting contract by providing not less than 30 (thirty) days’ notice in writing to the Contractor subject to the continued mandate and funding of UNRWA, and the satisfactory performance of the Contractor in accordance with the terms and conditions of the contract. |
| | In case of termination of the Contract the monthly payment shall be pro-rated according to the actual number of days during which the service was provided by the vendor. No penalties shall be applied in this case. |
| n) Equipment | Contractor shall provide the equipment required to undertake the service including as a minimum 1 Medical Waste Truck. The Contractor’s staff must wear protective gear and overalls while in UNRWA premises. Contractor shall maintain high standards of cleanliness, tidiness, and hygiene. |
| o) Competence of Service Provider | The Contractor will submit the following to UNRWA: |
| | ✓ A detailed company profiles |
| | ✓ Minimum 2 written reference letters attesting to successful implementation of similar services |
License to prove that its company is authorized to operate in Jordan must therefore provide copies of legal documents verifying its legal entity and status. Copies of Business License registration must be provided. All documents submitted must be in English Language or accompanied by an official translation in the English Language.

Bidders will provide the names, qualifications and experience of the proposed Contract Manager (focal person) who must have at minimum 3 years’ experience in managing similar contracts.

Vendor shall prove that they have adequate equipment as listed in the terms of reference.

### Validity
- The unit price submitted by the vendor shall be fixed throughout the initial term (3 years) of the contract. A request for any change in unit price following the expiry of initial term must be submitted six (06) months prior to the expiry date of the initial term.
- Any request for change of price must be substantiated with relevant market information (indices, stocks, product cost, exchange rate and any other information but the maximum must be 10% to the base price in the contract).

### Vendors Price
- Bidders must complete a pricing sheet for bio-medical wastes for each health centers based on the volume of bio-medical wastes provided. The unit price will be per cubic metre of the bio-medical wastes collected.
- UNRWA reserves the right to award a contract to one vendor for all locations or split the award per location as longer as it makes strong business sense. Vendors are however encouraged to quote for collection and disposal of the wastes from all Health centers.

### Payment terms
- The standard payment terms of the UNRWA are 30 day net upon receipt of invoice consistent with the services rendered. The payment period can be reduced in response to a discount proposed by the Bidders. Settlement is by bank transfer against a duly certified original paper invoices.

### 4. Evaluation Checklist
Vendors are advised that this is an invitation to bid which is evaluated on pass and fail methodology. The evaluation checklist in Annex C-2 must be fully met. Any failure in any of the criteria listed will lead to the disqualification of the entire bid.

Where it has been requested to provide evidence of your work, please submit the evidence otherwise bids without the required supporting documents will be rejected.

### 5. Bid form
The attached Bid Form, Annex C-3, shall be duly completed, signed and returned with the bid, constituting Bidder’s financial offer.
Annex C-2 Mandatory Evaluation Criteria

The vendor should satisfy itself that the following information has been provided in its bid by ticking one the boxes below. Supporting documentation which verifies the claims should also be attached to the bid.

### 1. Licenses to Operate in Jordan

I confirm that I have the required licenses (as a Medical waste company) to operate in Jordan and I have provided copies of legal documents verifying my legal entity and status.

- [ ] I have the requested licenses
- [ ] I don't have the licenses
- [ ] Evidence attached
- [ ] Evidence not attached

N.B Failure to attach evidence will lead to the disqualification of the vendors offer

### 2. Dumping Site:

I confirm that I have the required licenses or official permission to operate a waste disposal site (plant)/incinerator or subcontract with local authorized Bio-medical waste treatment center (plant) or incinerator.

- [ ] I have the requested licenses
- [ ] I don't have the licenses
- [ ] Evidence attached
- [ ] Evidence not attached

N.B Failure to attach evidence will lead to the disqualification of the vendors offer

### 3. Experience of the company:

Vendors must have a minimum of 3 years’ experience in the management of Bio-Medical Waste Services.

I confirm that that I have the required experience and I have attached documents (e.g. Incorporation certificate, evidence of projects completed, annual tax returns or any other documents to demonstrate that my company has at least 3 years’ experience)

- [ ] I do have 3 years’ experience
- [ ] I don’t have 3 years’ experience
- [ ] Evidence attached
- [ ] Evidence not attached

Name: ___________________________ Signature: ___________________________
4. **Past Performance in positively providing management of bio-medical waste services** - Please list at least 2 clients that you have positively provided similar or related services. **Bidders must provide minimum two (2) positive references from clients for similar or related work conducted in the past. The evidence will be in form of copies of Purchase Orders, Recommendation Letters or Copies of contracts for similar or related items.**

<table>
<thead>
<tr>
<th>Name of Institution</th>
<th>Name of contact Person</th>
<th>Email/ Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
<td></td>
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</table>

I confirm that I have attached the requested copies of the Purchase Orders Recommendation Letters or Copies of contracts for similar or related items

Name ------------------------------------------ Signature---------------------------------------------

5. **Transportation Permission:**

I confirm that I have the required license and official permission from the Ministry of Health for Bio-medical waste transportation).

- I have the requested licenses [ ]
- I don’t have the licenses [ ]
- Evidence attached [ ]
- Evidence not attached [ ]

6. **Equipment**

I confirm that I have as a minimum 1 Medical Waste Truck which is not more than 10 years old (manufacture date not earlier than 2009) with an electric balance placed inside the vehicle. Evidence in form of car log book, lease documents or an intention to lease must be attached.

- I have the requested vehicle [ ]
- I don’t have the requested vehicle [ ]
- Evidence attached [ ]
- Evidence not attached [ ]

N.B Failure to attach evidence will lead to the disqualification of the vendors offer
### Protective gear:
**: I confirm that if awarded, the staff that will handle UNRWA medical waste will have protective gears**

<table>
<thead>
<tr>
<th>I have the requested protective gear</th>
<th>I don’t have the protective gear</th>
</tr>
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<tbody>
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<th>Evidence attached</th>
<th>Evidence not attached</th>
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</table>

### Contract Manager/ Focal Person:
**: Vendors to propose a Contract Manager who is knowledgeable and has the minimum 3 years’ experience in related services. The proposed Contract Manager’s CV should be attached.**

**I confirm that I have provided the detailed information on the proposed Project Manager and I have attached Curriculum Vita (CV) as requested.**

<table>
<thead>
<tr>
<th>Attached the requested documents</th>
<th>Not attached</th>
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<tbody>
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<td>[ ]</td>
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</table>

### Acceptance of the Terms of reference
**: By appending my signature here, I confirm that I have read, understood and accept the Terms of reference. Furthermore, I confirm that in case of award, I will abide by all terms and conditions outlined in the Terms of reference.**

| Name--------------------------------------------- Signature: ----------------------------------------- |
|------------------------------------------------|-----------------------------------------------|

### Audited Financial Statements
**: Auditing financial statement for the past 3 years 2017, 2018, 2019**

<table>
<thead>
<tr>
<th>I have the requested documents</th>
<th>I don’t have the requested documents</th>
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<table>
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<th>Evidence Attached</th>
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**Guidelines on Submission of Financial Quotations.**

a) Bidders are requested to make sure to submit their price quotations using the price matrix provided in the annex C-3 below. Prices must be all inclusive (the price must include all associated costs, example: professional fee, fuel, driver, insurance… etc.) No additional costs will be accepted.

b) The requirements in the evaluation criteria are **mandatory.** Failure to comply with any of the requirements will lead to disqualification of the offer. Therefore, bidders are requested to confirm their compliance with all the requirements stated in this Terms of Reference document. **However, as long as it makes business sense, UN reserves the right to issue the contract to one or multiple vendors.**

c) Please note that the United Nations Office at Geneva is tax exempt. Please do not include VAT as part of your offer.
Annex C- 3: BID FORM/ FINANCIAL INFORMATION.

Currency: -------------------------------------

Mandatory Requirements

Vendors will be evaluated on pass and fail for this criteria. The vendors must confirm the acceptance of the United Nations General Conditions of Contract for Services (UNGCC)

FORM OF ACCEPTANCE OF THE UNGCC

1. Acceptance of the UNRWA General Conditions of Contract for Services (UNGCC)

UNRWA reserves the right to reject proposals from vendors who do not accept the UNGCC

☐ I do hereby accept the UNRWA General Conditions of Contract for Services (Annex E)


☐ I do not accept the UNRWA General Conditions of Contract for Services

2. Acceptance to Provide the Performance Bond / First Demand guarantee if awarded

☐ I will provide the performance bond in the form and format provided by UNRWA as detailed in Annex D

☐ I have no capacity to provide / I am not in position to provide the performance bond as requested

Failure to accept the commercial mandatory requirements may lead to rejection of the vendor’s bid.
PERFORMANCE BOND (BANK GUARANTEE)

[On the headed note paper of the Guarantor (Bank)]

From:
[Name of the Bank/…………………………………………………………………]
[Branch or Office] ..................................................................................
[Address] ............................................................................................
Fax No: [.................................]
(the “Guarantor”)

To: United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA)
Al- Bayader Area, opposite WSTC
P.O.Box 143464
11814, Bayader Wadi Al-Seer
Jordan
Fax No: [4746361]
(the “Beneficiary” or “you”)

Date:...........................................
Dear Sir/Madam

Re: Performance Bond in respect of Provision of the Management of Bio-Medical Waste Produced By UNRWA Health Centers at Jordan Filed Office’s performance obligation under the Contract [Ref no. …………………………………..] (the “Performance Bond”)
Performance Bond No. [ ……………………]

1. We, have been informed that [supplier……………………………………………………….] (the “Principal”) has entered into a contract [full name of the contract ……………………………………………………………………..] dated ………………………., with you, the Beneficiary, for the Provision of the Management of Bio-Medical Waste Produced By UNRWA Health Centers at Jordan Filed Office] (the “Contract”).

2. Further, we understand that, according to the conditions of the Contract, an on demand performance bond is required as a security for the performance of the Principal’s obligations under the Contract.

3. At the request of the Principal and in consideration of you entering into the Contract with the Principal, we [bank name…………………………………………………………………] hereby guarantee to you that we shall, without proof and notwithstanding any contest or dispute by the Principal, pay you in full, without any deductions, set-off or withholdings, any sum or sums not exceeding in total an amount of JOD [insert the amount in figures……………………………..] (insert the amount in words……………………………………………………………) Jordanian Dinar (the “Bond Amount”) claimed by you, upon, and in any event within 3 (three) days after, receipt by us of your first written demand stating:
   (a) that the Principal is in breach of his obligation(s) under the Contract; and
   (b) the respect of which the Principal is in breach,
   (c) to the account specified in the said demand.

4. You may make any number of demands, but any case not later than expiry date, from time to time, under this Performance Bond. The maximum aggregate liability hereunder shall not exceed the Bond Amount.
5. Our obligations constituted by this Performance Bond is irrevocable and, except as stated herein, unconditional and shall not be reduced, discharged or released for any reason, act, event or omission.

6. This Performance Bond shall expire, the latest, on [[insert date] (the “Expiry Date”).

7. Any demand for payment must be received by us at this office on or before the Expiry Date.

8. We represent and warrant that we have the full power, authority and capacity to execute and deliver this Performance Bond and to perform our obligations hereunder.

9. Any demand, notice or communication made to us under or in connection with this Performance Bond shall be in writing and made to the address written above to the attention of: [insert attention/contact details……………………………………………].

10. This Performance Bond shall be regulated by the Uniform Rules for Demand Guarantees, International Chamber of Commerce (“ICC”) Publication No. 758.

11. We acknowledge that nothing hereunder or any document entered into in relation hereto shall imply a waiver, express or implied, by UNRWA of any privileges or immunity enjoyed by you, or acceptance of the jurisdiction of the courts of any country over disputes arising thereof.

Yours faithfully,

Signed by:........................
Name:..............................
Title:..............................
Annex E - UNRWA General Conditions of Contract

GENERAL CONDITIONS OF CONTRACT
FOR THE PROVISION OF SERVICES ONLY

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

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

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

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

5. 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.

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.

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.

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

5. ASSIGNMENT; SUBCONTRACTING:

5.1 Except as provided in Article 5.2, below, the Contractor may not assign, transfer, pledge, subcontract or make any other disposition of the Contract, or 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. INDEMNIFICATION:

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

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

6.1.2 any acts or omissions of the Contractor, 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.

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

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

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

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

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

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

7. INSURANCE AND LIABILITY:

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

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

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

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

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

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

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

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

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

7.5.1 name UNRWA as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy; and,
7.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNRWA; and,
7.5.3 provide that UNRWA shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and,
7.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNRWA.
7.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
7.7 Except for any self-insurance program maintained by the Contractor and approved by UNRWA for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNRWA. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNRWA with evidence, in the form of certificate of insurance or such other form as UNRWA may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNRWA reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 7.5.3, above, the Contractor shall promptly notify UNRWA concerning any cancellation or material change of insurance coverage required under the Contract.
7.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.
8. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNRWA against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNRWA.
9. EQUIPMENT FURNISHED BY UNRWA TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNRWA to the Contractor for the performance of any obligations under the Contract shall rest with UNRWA, and any such equipment shall be returned to UNRWA at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNRWA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNRWA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
10. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:
10.1 Except as is otherwise expressly provided in writing in the Contract, all right, title and interest, including copyrights, in all works and other materials, whether in written or electronic form and including all derivative works thereof, produced in the performance of this Contract shall be vested exclusively in, and the Contractor shall have further consideration assign, whether as works for hire or otherwise, the same to, UNRWA.
10.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNRWA does not and shall not claim any ownership interest therein, and the Contractor grants to UNRWA a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
10.3 At the request of UNRWA, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNRWA in compliance with the requirements of the applicable law and of the Contract.
10.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNRWA, shall be made available for use or inspection by UNRWA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNRWA authorized officials on completion of work under the Contract.
11. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS OR UNRWA: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNRWA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations or UNRWA, or any abbreviation of the name of the United Nations or UNRWA in connection with its business or otherwise without the written permission of UNRWA.
12. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed
by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"); shall be held in confidence by that Party and shall be handled as follows:

12.1 The Recipient ("Recipient") of such Information shall:

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

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

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

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

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

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

13. FORCE MAJEURE: OTHER CHANGES IN CONDITIONS.

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

13.2 If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, UNRWA shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 14, “Termination,” except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNRWA shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.

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

14. TERMINATION:

14.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day’s notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 17 “Settlement of Disputes,” below, shall not be deemed to be a “cause” for or otherwise to be in itself a termination of the Contract.

14.2 UNRWA may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNRWA applicable to the performance of the Contract or the funding of UNRWA applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day’s advance written notice to the
15.1.3 Terminate the contract in accordance with Article 14.1, and the Contractor shall be liable by reason of default for any loss or damage sustained and additional costs incurred by UNRWA, including without limitation any increase in the price payable by UNRWA resulting from the procurement of the services from other sources and the costs of engaging in such procurement. UNRWA may, without notice to the Contractor, apply to the payment of any such loss, damage or additional costs, by setoff or otherwise, all credits, claims or other amounts, whether or not related to the Contract, at any time owing by UNRWA to the Contractor.

15.2 If the Contractor 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 delivered services], up to a maximum deduction of ten percent of the contract price.

15.3 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.

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

17. SETTLEMENT OF DISPUTES:

17.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 17.1 above within sixty (60) days after receipt by one Party of the other Party's written request for conciliation or mediation, shall be settled by arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration between International Organizations and Private Parties in force on the date of this Contract (the "PCA Arbitration Rules"). The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The appointing authority shall be designated by the Secretary-General of the Permanent Court of Arbitration following a written request submitted by either Party. The number of arbitrators shall be three, unless the Parties, in the interest of economy of proceedings, agree that there shall be one arbitrator. The place of arbitration shall be Amman, Jordan. The language to be used in the arbitral proceedings shall be English. The arbitrators must be fluent in that language. The arbitral tribunal shall be empowered to take any measures it deems appropriate, including without limitation, ordering the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, ordering the termination of the Contract, or ordering that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to the PCA Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of or relating to the contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 17.1 above within sixty (60) days after receipt by one Party of the other Party's written request for conciliation or mediation, shall be settled by arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration between International Organizations and Private Parties in force on the date of this Contract (the "PCA Arbitration Rules"). The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The appointing authority shall be designated by the Secretary-General of the Permanent Court of Arbitration following a written request submitted by either Party. The number of arbitrators shall be three, unless the Parties, in the interest of economy of proceedings, agree that there shall be one arbitrator. The place of arbitration shall be Amman, Jordan. The language to be used in the arbitral proceedings shall be English. The arbitrators must be fluent in that language. The arbitral tribunal shall be empowered to take any measures it deems appropriate, including without limitation, ordering the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, ordering the termination of the Contract, or ordering that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to the PCA Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

19. TAX EXEMPTION:

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

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

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

21. MODIFICATIONS:

21.1 Only the Chief, Procurement and Logistics Division, or, for local contracts, the Field Office Director in each of UNRWA’s fields of operation, or such other contracting authority as UNRWA has made known to the Contractor in writing, possesses the authority to agree on behalf of UNRWA to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, any modification or change in the Contract shall be valid and enforceable against UNRWA unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief, Procurement and Logistics Division, or the Field Office Director (for local contracts), or such other contracting authority.

21.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 21.1 above.

21.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UNRWA nor in any way shall constitute an agreement by UNRWA thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 21.1, above.

22. AUDITS AND INVESTIGATIONS:

22.1 Each invoice paid by UNRWA shall be subject to a post-payment audit by auditors, whether internal or external, of UNRWA or by other authorized and qualified agents of UNRWA at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNRWA shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNRWA other than in accordance with the terms and conditions of the Contract.

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

23. LIMITATION ON ACTIONS:

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

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

24.1 The Contractor represents and warrants that:

24.1.1 It has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of UNRWA.

24.1.2 Neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

24.1.3 Neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

24.1.4 It shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitative or degrading to any person. UNRWA shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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

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

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

26. NOTICE AND OTHER FORMALITIES:

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

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

27. SEVERABILITY: If any term, covenant, or condition of this Contract or the application thereof to any person or circumstances 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.
UNRWA’s e-tendering system, In-tend is integrated with the United Nations Global Marketplace portal (www.ungm.org). Please find instructions on how to register your company and how to access the tender documentation. For further assistance, please contact UNGM at registry@ungm.org or use the Help Button on the UNGM site.

STEP 1: CREATION OF YOUR UNGM ACCOUNT
To access the tender documents, you need to be completed the registration process at Basic level and have a ‘Registered’ status with UNRWA on UNGM.
Go to www.ungm.org and click on the ‘Register’ box.

Read the explanation about UNGM vendor registration process and click on the button ‘Continue to registration’.

Accept the UN Supplier Code of Conduct by ticking the corresponding box, introduce your company details and click on the ‘Continue to registration’ button.
Complete your login details and click on the ‘Create login’ button.

STEP 2: ACTIVATE YOUR UNGM ACCOUNT

Once you have created your UNGM account, please do not forget to activate it. Go to your personal email inbox, where you should have received an email from UNGM containing an activation link. Please activate your UNGM account by clicking on the activation link.

If you have not received the activation email, please check your Spam filter/inbox. Note that you can resend the activation email to yourself from your UNGM inbox.

Review the ‘Registration Process’ link in the left hand side menu for further information and detailed instructions on how to proceed in order to complete your UNGM registration.

In addition, please find below the link to the video guideline on how to successfully register your company on UNGM: https://www.ungm.org/Public/Video/View/3

IMPORTANT: We kindly remind you that the ‘Registration for UN staff’ process is meant
for UN personnel only and does not apply to vendors.

STEP 3: LOG INTO YOUR UNGM ACCOUNT

In order to log into your UNGM account, please click on the ‘Log in’ link at the top right-hand corner of the page. You will need to use your username which is the email address you registered with and your password.

If you do not remember your password, please use the ‘forgotten password’ functionality.

STEP 4: COMPLETE YOUR VENDOR REGISTRATION FORM IN UNGM

From the ‘Registration’ link in the left-hand menu, you can complete your registration form. It only takes about 5-8 minutes to complete your Basic registration.

Please note that some tabs appear in red and others in green. The red tabs mean that you are missing information. The asterisk (*) indicates information that is required and you will not be able to submit the registration without this information.

Please do not forget to submit your completed registration to the UN organizations matching your company’s profile. Please verify that UNRWA is part of the list of UN organizations which match your company’s profile in the ‘UN organizations’ tab.

STEP 5: CHECK YOUR STATUSES AND UNGM NUMBER IN THE DASHBOARD

If you have completed your basic level registration in the past, please ensure that your basic registration with UNRWA is complete. You can either check this information from your Dashboard (for instance your registration status is Registration/Vendor to Update) or directly in your registration. If not, please update/modify the information requested by the UNGM system before proceeding.

STEP 1: SEARCH FOR TENDER NOTICES ISSUED BY UNRWA

From the UNGM homepage, click on the ‘Business Opportunities’ box or click on the ‘Tender notices’ link in the left-hand menu. Click on the ‘show more criteria’ button on the upper right side.

In the ‘UN organizations’ field, please type UNRWA. The system will automatically show all the active tender notices issued by UNRWA.

On the side of each tender notice, you will find a green button with either ‘Express interest’ (if this is the first time you view the notice) or ‘View documents’.

In case of first access, click on ‘Express interest’ to notify UNRWA that you are interested in participating in this tender. After a few seconds, the button will change in a green button ‘View documents’. Click on this ‘View Documents’ button (on the left side) to gain access to the tender documents.

STEP 2: TENDER MANAGEMENT

You will be transferred from the UNGM portal to the UNRWA e-tendering system. The following ‘Tender Management’ screen should appear.

IMPORTANT: If it does not show the Tenders screen, please inform immediately UNRWA at INTEND.ADMIN@UNRWA.ORG.

You are now in the UNRWA e-tendering system. Under this area you will find several menu tabs:
- Tender: General information about this tender
- RFP documents: IMPORTANT, here is the deadline plus all the documents of the tender process (RFP or ITB). In the same area, you have the placeholders for uploading your proposal and all your documents.
- Correspondence: an area where you can write email and receive answers from UNRWA.
- Clarifications: an area for reading the clarifications issued by UNRWA and made available to all bidders. Please ensure to read all the clarifications as they become part of the specifications.
- History: a log of past activities related to this tender

From this point onward, we think that the system is more intuitive and you will be able to navigate
without major difficulties. But if you have questions, please contact us using the CORRESPONDENCE function of the e-tendering system or via email at INTEND.ADMIN@UNRWA.ORG.

STEP 3: ACCESS THE TENDER AT A LATER STAGE

There is a short-cut to the tender notices. After the login in UNGM, you can select the Menu option ‘My tenders/contracts’ in the left-hand menu. You can also click on the ‘View document’ button next to the notices or click on the UNRWA link under ‘My tenders/contracts’ in order to access the UNRWA e-tendering system and see the details of the tender notice and its documents.

STEP 4: DOWNLOAD THE TENDER DOCUMENTS

In the ‘Tender Management’ page, please select the ‘RFP documents’ menu tab, scroll down until the section ‘Tender documents received’ and download all documents.

STEP 5: ATTACH AND SUBMIT DOCUMENTS

If any mandatory documents have been requested, they will be shown in the ‘My tender return’ section against a red button. You will need to attach them using the ‘Attach Documents’ button within the ‘My Tender Return’ section to the bottom of this screen. If a Questionnaire is required to be completed, it will be shown in Red and marked ‘Not Started’ in the ‘My Tender Return’ section. It is mandatory that any Questionnaire’s must be completed. To attach additional documents you wish to submit as part of your tender return, click the ‘Attach Documents’ button under the ‘My Tender Return’ section (if available). These will then appear in the ‘My Tender Return’ section.

NOTE: Large files may take some time to upload. We advise you to keep the files under 5MB.

IMPORTANT: When you have completed all the above steps and are ready to submit your tender return, click the red ‘Submit Return’ at the bottom of this page.

The Tender Alert Service is an added service for vendors who would like to be notified of relevant tender notices via email. With the Tender Alert Service, you can receive notification of relevant business opportunities that match your company’s products and/or services directly to your email address.

This service is provided at a fee of USD250 per year. You can also access tenders free of charge under Tender Notices.

If you need Help at any stage of the process, you can contact via the ‘Help’ functionality on the UNGM website. We aim to respond to all queries within 48 hours. Please note that you can categorize your query, which enable us to treat it more efficiently.

If you urgently need assistance, you are also welcome to contact us at registry@ungm.org for urgent assistance.