INVITATION TO BID (ITB – ITB/UNRWA/CSSD/DM/28/2020)

Date: 2 July 2020

Subject: Provision of Vehicle liability insurance, Compulsory and Third party Insurance Services for UNRWA vehicles.

1. The United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA) hereby invites you to submit a bid to this Invitation to Bid (ITB) for the above subject. Bids are required to be received by UNRWA no later than Tuesday, 28 July 2020 at 13:00 PM (Amman Time) (the Closing Time).

2. This ITB consists of this letter, the subsequent instructions and the following annexes:
   - Annex A: General Tender Instructions
   - Annex B: Acknowledgement Letter
   - Annex C: Terms of reference including Evaluation Criteria and Pricing matrix
   - Annex D: Performance Bond
   - Annex E: Draft Services Contract
   - Annex F: UNRWA General Conditions of Contract
   - Annex G: 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 Thursday, 16 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

I agree with all terms of reference as indicated

Bidder (Company Name): ______________________________ Signature: ______________________________
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 the 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 only Bids submitted via it’s e-tendering system (In-TEND) by visiting the web address www.ungm.org.

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

PRICING MATRIX

9. For submission through In-TEND, Vendors shall use the provided excel template of the Pricing Matrix to submit their price offer. 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 signature and stamp.

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.

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 Thursday.
16 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 Thursday, 16 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 a 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.

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

SOLICITATION DOCUMENTS

17. 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

18. 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.

19. 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

20. 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.

21. 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

22. 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

23. 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.

LIQUIDATED DAMAGES.

24. If the Bidder fails to supply specified goods/services within the lead time to be stipulated in the Contract or in the Purchase Order, for any reason other than the UNRWA act or omission, UNRWA shall deduct as a liquidated damages, a sum equivalent to 0.5% of the value of the Contract/Purchase Order for each business day of delay until actual delivery, up to a maximum deduction of 10% of the total contract/Purchase Order value; all without prejudices to any other remedies available to UNRWA. A maximum grace period of 7 (seven) business days may be permitted. However, if the delivery is not completed within the grace-period, liquidated damages will apply from the day immediately following the required delivery date. The said amount is agreed to be a reasonable estimation of the damages which UNRWA will sustain, without having required proving the actual damage.

WITHDRAWAL AND MODIFICATION OF BID

25. 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.

26. 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 UNRWA, 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

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

SELECTION PROCESS

28. UNRWA reserves the right, at its sole discretion, to:

29.1 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.

29.2 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.

29.3 Add new considerations, information or requirements at any stage of the process.

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

CONTRACT AWARD PUBLICATION.

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

SIGNING THE CONTRACT

I agree with all terms of reference as indicated
Bidder (Company Name): ______________________________ Signature: ___________________________
31. 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.

32. 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.

33. 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.

UNG M VENDOR S REGISTRATION

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

SUPPLIER CODE OF CONDUCT

35. 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

36. 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

37. 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,

I agree with all terms of reference as indicated

Bidder (Company Name): _______________________________ Signature: ______________________________
shall be excluded from further consideration.

38. 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**

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

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

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

40. 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**

41. 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**

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

43. Bidders may also visit the below mentioned link to obtain more information on UNRWA procurement policy: [https://www.unrwa.org/procurement/policy](https://www.unrwa.org/procurement/policy)

**CONFlict OF INTEREST**

44. 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.

45. 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

46. 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

47. 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.
ANNEX B: ACKNOWLEDGEMENT LETTER

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

**SUBJECT:** INVITATION TO BID (ITB No. ITB/UNRWA/CSSD/DM/28/2020)

Invitation to Bid, ITB/UNRWA/CSSD/DM/28/2020 - Provision of Vehicle liability insurance, Compulsory and Third party Insurance Services for UNRWA vehicles.

Dear Madam / Sir,

We the undersigned acknowledge receipt of your ITB No. ITB/UNRWA/CSSD/DM/28/2020 for the subject matter and hereby confirm that:

( ) We intend

( ) We do not intend

to submit a bid to UNRWA for **Provision of Vehicle liability insurance, Compulsory and Third party Insurance Services for UNRWA vehicles** by the deadline date: **Tuesday, 28 July 2020 at 13:00 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

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I agree with all terms of reference as indicated

Bidder (Company Name): ______________________________Signature: ______________________________
Annex C: Terms of Reference

Provision of Vehicle Liability insurance, Compulsory and Third party Insurance Services for UNRWA vehicles.
Terms of Reference

Provision of Vehicle liability insurance, Compulsory and Third party Insurance Services for UNRWA vehicles

1. General Description

UNRWA (the United Nations Relief and Works Agency for Palestine Refugees in the Near East) was created on 8 December 1949 upon the adoption by the United Nations General Assembly of resolution No. 302 (IV). UNRWA is the main provider of basic services - education, health, relief and social services - to 5 million registered Palestine refugees in Jordan, Lebanon, Syria and occupied Palestinian territory, pending a solution to their plight.

The Agency's services encompass education, health care, relief, camp infrastructure and improvement, community support, microfinance and emergency response, including in times of armed conflict. In the absence of a solution to the Palestine refugee problem, the General Assembly has repeatedly renewed UNRWA's mandate, and UNRWA is funded almost entirely by voluntary contributions from UN member states.

UNRWA services

Since its establishment, the Agency has delivered its services both in times of relative calm in the Middle East, and in times of hostilities. UNRWA's work exemplifies an international commitment to the human development of Palestine refugees, helping them:

- Acquire knowledge and skills
- Lead long and healthy lives
- Achieve decent standards of living
- Enjoy human rights to the fullest possible extent.

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

UNRWA provides education, health, relief and social services to eligible refugees to more than 5 million registered Palestine refugees in its five fields of operations:

- Jordan
- Lebanon
- Gaza Strip
- The Syrian Arab Republic
- The West Bank, including East Jerusalem.

Some 1.9 million refugees, around one third of the total, live in 58 recognized camps, and UNRWA's services are located in or near these areas.

Unlike other United Nations organizations that work through local authorities or executing agencies, UNRWA provides its services directly to Palestinian refugees. It plans and carries out its own activities and projects, and builds and administers facilities such as schools and clinics.

The Agency currently operates or sponsors some 900 installations with nearly 30,000 staff across the five fields. Because UNRWA services such as education and healthcare are the type of services normally provided within the public sector, the Agency cooperates closely with governmental authorities in the area of operations, who also provide some services to Palestine refugees.

I agree with all terms of reference as indicated

Bidder (Company Name): ______________________________ Signature: ____________________
2. Description of the Requirement

UNRWA has the requirement for the provision of vehicle liability insurance, compulsory and Third party Insurance Services for the UNRWA fleet of vehicles based in the areas where it operates.

The Central Support Services Division (CSSD) on behalf of all UNRWA Field and Headquarter offices is seeking for competent and qualified service providers / insurance companies to provide vehicle insurance services for the 1397 UNRWA vehicles of different types currently located in the UNRWA offices and headquarters in Gaza, Jordan, Lebanon, West Bank and Syria.

3. Duration:

This requirement will lead to a systems contract for a period of 3 years with an option to extend for additional two (2) - one-year periods (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.

4. Definitions

In addition to terms elsewhere defined in this TOR, the following terms shall have the meanings provided for the purpose of this TOR:

4.1 “Claim” means a written demand seeking payment in relation to an Insured Loss or in relation to any other loss suffered by a Covered Party in connection with the use of a Covered Vehicle.

4.2 Contract means a contract between the United Nations Relief and Works Agency for Palestine Refugees in the Near East and Contractor, for the provision of liability insurance for UNRWA motor vehicles operated in Gaza, the West Bank, Israel, Jordan, Syria and Lebanon, including its Annexes.

4.3 “Covered Geographical Area” means Jordan, Lebanon, Syria, West Bank and Gaza and Israel.

4.4 “Covered Party” means UNRWA and/or any person who is using the Covered Vehicle and/or is driving the Covered Vehicle, UNRWA staff member or otherwise, whether on or off duty, and whether as a driver or a passenger.

4.5 “Covered Vehicle” means any UNRWA owned, hired, or non-owned vehicle, including vehicles on loan and used by a Covered Party within the Covered Geographical Area.

4.6 “Insurance” or coverage means the insurance described in Section 4 to be provided by the Contractor in accordance with this document of terms of references.

4.7 “Insurance Certificate” means a certificate evidencing the validity of the Insurance in a jurisdiction comprising the Covered Geographical Area, issued under the authority, and in accordance with the requirements of, the licensing authorities regulating the activities of insurers therein and otherwise recognized for that purpose within such jurisdiction.

4.8 “Insurance Year” means the 12-month period commencing at 12:00:01a.m on the Effective Date and ending at midnight 12 months later and each consecutive 12-month extension of the Contract.

4.9 “Insured Loss” means each Loss payable in accordance with the terms of the Contract by the Contractor in relation to the Insurance.

4.10 “Local Insurer” means a company or an agent or representative of the Contractor located in the respective jurisdictions comprising the Covered Geographical Area as listed by the contractor or as notified to UNRWA from time to time and approved by UNRWA. The Local Insurer shall, in any case, comply with the requirements of the licensing authorities in the respective jurisdictions.

I agree with all terms of reference as indicated

Bidder (Company Name): ______________________________ Signature: ______________________________
event, be licensed within the jurisdiction to act as the agent or representative of the Contractor and/or to provide Insurance, having fully complied with the capitalization and reserve requirements of the applicable current law relevant thereto and being in good standing before the relevant licensing and regulatory authorities.

4.11 "Net Premium or "Net Premium Rate" means certain amount in US$ per vehicle per year regardless of the type, brand or year model.

4.12 "Orange Card" means the certification of insurance issued by the General Arab Insurance Federation or similar documentation evidencing the validity of the Insurance within Jordan, Syria and Lebanon.

4.13 "Party" means either the Contractor or UNRWA and "Parties" means both the Contractor and UNRWA collectively.

4.14 "Performance Bond" means the unconditional irrevocable bank guarantee, in form and substance acceptable to UNRWA, valid with respect to each Insurance Year in an amount not less than 10% of the premium deposited by UNRWA as set forth in Section 13 (a), to be retained by UNRWA as security for the faithful performance of the Contractor.

5. 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. Should any section of the terms of reference result unclear, please do not hesitate to request for clarifications within the time line set in this Invitation to Bid.

Annex C-1: Scope of Requirements

| 1. Background and Nature of Service | UNRWA has the requirement for or the provision of vehicle liability insurance, compulsory and Third party Insurance Services for the UNRWA fleet of vehicles based in the areas where it operates. UNRWA wishes to engage Contractor(s) to provide the required vehicle insurance for the 1397 vehicles of different type currently operated in Gaza, Jordan, Lebanon, West Bank and Syria offices. These Terms of Reference (TOR) intend to specify the minimum requirements for the required insurance to protect UNRWA vehicles against damages, losses and third-party claims. |
| 2. Dates of delivery | The effective date of the Contract / Purchase Order is from the date when all parties sign the contract. |
| 3. Insurance Coverage | a) The successful Contractor will be required to provide the insurance policy to cover the vehicles listed in Table 1 below. UNRWA will provide the Contractor with the details of any vehicles to be added on or deleted from the list of vehicles if/when required. b) The Contractor, shall be representing and warranting that all statements made in its Bid and as otherwise provided in connection herewith are true and correct in all material respects and do not fail to include any matter necessary to make the statements contained therein not misleading, shall, in accordance with UNRWA terms and conditions, insure and indemnify the Covered Party against all risks, claims and losses associated with injury to or death of all persons, and damage to all property, arising from the operation of the Covered Vehicles. |

I agree with all terms of reference as indicated

Bidder (Company Name): ______________________________ Signature: ______________________________
c) All such insurance and other coverage as may be required pursuant to the respective obligatory vehicle liability insurance Laws of the jurisdictions comprising the Covered Geographical Area.

d) Injury to or death of the drivers, operators, passengers of Covered Vehicles and/or other third-parties who may or may not be in the Covered Vehicle, whether passengers of any third-party vehicles, pedestrians or otherwise, notwithstanding that they may otherwise not be included within such coverage as may be provided under the obligatory vehicle liability insurance laws of any jurisdiction comprising the Covered Geographical Area.

e) All obligations of UNRWA, either by direct payment to the beneficiary or reimbursement to UNRWA, arising pursuant to applicable conditions of appointment in relation to the death of or injury to staff members of UNRWA attributable to the performance of official duties on behalf of UNRWA associated with an Insured Loss.

f) All costs and expenses associated with legal proceedings and other claims relating to the Coverage which UNRWA has agreed the Contractor and/or the Local Insurer may defend.

g) The Coverage described in Section 3(b) above shall not include damage to the Covered Vehicles, but shall include any damage to third-party vehicles.

4. Limitations

The Contractor's liability shall be:

a) Unlimited in respect of each Claim arising within the Gaza Strip, the West Bank and Israel.

b) In respect of each Claim arising within Jordan, Syria or Lebanon, limited to US$ 250,000 in excess of the respective maximum limits of liability as provided by the obligatory vehicle liability insurance laws of each such jurisdiction. For the avoidance of doubt, the limitation set out in this provision shall apply to each individual injury or death and each individual damage to property, whether or not these individual injuries, deaths or damages occurred in connection with a single incident involving a Covered Vehicle or were submitted as a single Claim.

c) Notwithstanding the foregoing:

(i) In the event of any conflict between the provisions of the Insurance, including the limitations set forth in this Section 3 and any vehicle liability insurance or other law of any jurisdiction comprising the Covered Geographical Area providing greater Coverage, the latter shall prevail, including but not limited to applicable provisions relating to no-fault liability in respect of bodily injuries in the West Bank, Gaza and Israel.

(ii) The Contractor shall be liable for all amounts awarded by a court of competent jurisdiction, or in the settlement of any claim pending before a court of competent jurisdiction, in respect of interest or penalties (including punitive damages) associated with an Insured Loss, even if such amounts cause the limitations set forth in this Section 3 to be exceeded.

5. Insurance Certificates

The Contractor shall issue, or cause to be issued by Local Insurers, to UNRWA Insurance Certificates evidencing the Insurance in accordance with the respective requirements of each of the jurisdictions comprising the Covered Geographical Area as follows:

a) In respect of each Covered Vehicle registered in Jordan, Syria or Lebanon, the respective Local Insurer therein shall issue at no additional cost:

✓ An individual Insurance Certificate for each such Covered Vehicle.

I agree with all terms of reference as indicated

Bidder (Company Name): ______________________________ Signature: ______________________________
✓ An Orange Card valid in respect of the other two jurisdictions for each such Covered Vehicle identified by UNRWA as requiring the same.

b) In respect of each Covered Vehicle registered in Jordan and identified by UNRWA as requiring the same:
   ✓ The Contractor shall issue an Insurance Certificate at no additional cost valid in respect of the Palestinian Authority.
   ✓ The Local Insurer in Israel shall issue an Insurance Certificate at no additional cost valid in respect of Israel, the West Bank and Gaza.

c) In respect of each Covered Vehicle registered by the Palestinian Authority, the Contractor shall issue an Insurance Certificate at no additional cost for each Covered Vehicle.

d) In respect of each Covered Vehicle registered in Israel:
   ✓ The Contractor shall issue an Insurance Certificate at no additional cost valid in respect of the Palestinian Authority.
   ✓ The Local Insurer in Israel shall issue an Insurance Certificate at no additional cost valid in respect of Israel, the West Bank and Gaza.

e) In respect of each Covered Vehicle registered in Israel or by the Palestinian Authority, the Local Insurer in Jordan shall issue an Insurance Certificate at no additional cost for each such Covered Vehicle upon request by UNRWA.

f) The Contractor shall issue Israeli Insurance Certificates at no additional cost (free of charge) for the Covered Vehicles registered in Gaza and identified by UNRWA that they will cross the border to Israel.

<table>
<thead>
<tr>
<th>Table 1: List of Vehicles with detailed information</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Group</th>
<th>Group Name</th>
<th>Gaza</th>
<th>Jordan</th>
<th>Lebanon</th>
<th>WBK</th>
<th>Syria</th>
<th>Total</th>
<th>Gaza vehicles insured in Israel</th>
<th>Jordan vehicles insured in Israel</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4X4</td>
<td>21</td>
<td>3</td>
<td>13</td>
<td>27</td>
<td>25</td>
<td>89</td>
<td>18</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Engine Plant</td>
<td>2</td>
<td>3</td>
<td>11</td>
<td>2</td>
<td>0</td>
<td>18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Forklifts</td>
<td>21</td>
<td>1</td>
<td>2</td>
<td>4</td>
<td>8</td>
<td>36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Large Bus</td>
<td>1</td>
<td>3</td>
<td>11</td>
<td>3</td>
<td>1</td>
<td>19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Large Truck</td>
<td>54</td>
<td>0</td>
<td>8</td>
<td>13</td>
<td>1</td>
<td>76</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Light Bus</td>
<td>37</td>
<td>5</td>
<td>13</td>
<td>36</td>
<td>16</td>
<td>107</td>
<td>6</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>Light Truck</td>
<td>11</td>
<td>18</td>
<td>24</td>
<td>5</td>
<td>8</td>
<td>66</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Medium Bus</td>
<td>48</td>
<td>13</td>
<td>16</td>
<td>4</td>
<td>13</td>
<td>94</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Medium Truck</td>
<td>0</td>
<td>9</td>
<td>1</td>
<td>0</td>
<td>5</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Pick Up</td>
<td>41</td>
<td>3</td>
<td>47</td>
<td>8</td>
<td>0</td>
<td>99</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Scooter</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I agree with all terms of reference as indicated

Bidder (Company Name): ______________________________ Signature: ____________________
I agree with all terms of reference as indicated

Bidder (Company Name): ______________________________ Signature: ____________________________

| 12 | Sedan | 318 | 110 | 51 | 148 | 83 | 710 | 20 | 8 |
| 13 | Tractor | 24 | 0 | 0 | 11 | 2 | 37 | 0 | 0 |
| 14 | Trailer | 5 | 0 | 0 | 6 | 0 | 11 | 0 | 0 |
| Total | 583 | 168 | 199 | 267 | 162 | 1379 |

**Note:** All West Bank (WBK) vehicles shall have Israeli Insurance

7. **Additional Obligations of the Contractor**

   a) On or before the Effective Date, and in advance of each subsequent Insurance Year, the Contractor shall provide to UNRWA:
      - Evidence satisfactory to UNRWA that the Contractor has all licenses, permits and other approvals necessary to provide the Vehicles Insurance in all jurisdictions comprising the Covered Geographical Area
      - The Performance Bond, in form and substance acceptable to UNRWA, valid with respect to each Insurance Year in an amount not less than 10% of the premium deposited by UNRWA as set forth in Section 13 (a) below, to be retained by UNRWA as security for the faithful performance of the Contractor

   b) The Contractor shall conduct its operations with due diligence and efficiency, in conformity with sound technical, financial, managerial and administrative practices and the highest industry standards for insurers and in a manner that protects at all times the interests of UNRWA.

   c) On a quarterly basis, the Contractor shall provide to UNRWA contract manager a complete report of all pending and closed claims, including their amounts.

8. **Specific Modifications to the General Conditions**

   General Conditions are expressly modified as follows:

   a) In addition to all other applicable provisions elsewhere contained in this TOR and without prejudice to any other rights or remedies UNRWA may have in law or equity, in the event of the default by the Contractor that all amounts owed to UNRWA may, among all such other methods of recovery as may be available thereto, be deducted from any sums due to the Contractor under the Contract or be recovered from the Performance

9. **Contractor’s Responsibilities**

   a) The Contractor shall pay on behalf of or indemnify in the name of the Covered Party, any Insured Loss, including without limitation all risks, claims and losses set out in Section 4 above and any amounts a Covered Party is required to pay, pursuant to a court order, an out-of-court settlement relating to the Insurance or otherwise.

   b) Any cost incurred by the Contractor in connection with the settlement of claims for damages and interest awarded by a court of law on the amount of damages coming within the insurance shall be borne by the Contractor even if such payments would be in excess of the sums insured.

   c) Notwithstanding section 12 of this TOR, the Contractor shall be the sole party liable to provide the Insurance to UNRWA hereunder and to perform all related obligations, regardless of whether the Contractor has instructed Local Insurers, sub-contractors and/or any other third-party to perform (part of) its obligations and regardless of whether UNRWA has accepted (either implicitly or explicitly) the instruction of such third-parties.
10. Claims Handling procedures

a) In the event of any loss or damage which might give rise to a Claim, UNRWA shall in accordance with the Claims Handling Procedures:

✔ Notify the Contractor or, if applicable, the Local Insurer of the nature of the Insured Loss

✔ Take all reasonable steps to minimize the extent of the loss or damage.

✔ Take all reasonable steps to preserve the Covered Vehicle involved and make it available for inspection by a representative or surveyor of the Contractor.

✔ Provide to the Contractor or, if applicable, the Local Insurer, such information with respect to the Insured Loss as may be reasonably available to UNRWA.

b) The Contractor or the Local Insurer as the case may be, shall settle each Claim upon submission or shall, within seven days of submission of a Claim, provide to UNRWA and any third-party an explanation of the delay in settlement, which explanation will include an estimated date of settlement not later than thirty days following the submission of the Claim.

c) The Contractor will provide to UNRWA monthly a report detailing all Claims during the reporting period, including the date and time of the incident giving rise to the Claim, the number of the Covered Vehicle, the amount of each claim, the amount paid in respect of each Claim, and the claim classifications i.e. bodily injury, other vehicles damages and property damages.

d) The Contractor or Local Insurer as the case may be, shall only settle Claims following prior written approval by UNRWA.

e) The Covered Party shall report any accident and incidents which to the best of UNRWA’s knowledge might result in third-party claims without unreasonable delay to the Contractor or, the Local Insurer as applicable, in accordance with, the Claims Handling Procedures.

f) The Contractor and/or the Local Insurer (as applicable) shall ensure that any party who is involved in an accident or incident involving a Covered Vehicle and who is in need of immediate medical attention shall receive such immediate medical attention upon notification by the relevant Covered Party and in such circumstances, the Contractor and/or the Local Insurer (as applicable) shall pay all related costs in advance.

g) For the avoidance of doubt, under no circumstances shall a Covered Party be required to sign a power of attorney to the Contractor or a Local Insurer in order to receive payment of a Claim, compensation in respect of an Insured Loss or otherwise enjoy any of its rights or entitlements.

11. Subrogation

a) UNRWA hereby grants to the Contractor the right of subrogation with respect to the enforcement of any rights and remedies of UNRWA against, including to obtain relief from, any third-party in connection with an Insured Loss a Claim for which has been paid by the Contractor; provided, however:

✔ The subrogation granted shall be limited solely to the amount of the Insured Loss paid by the Contractor, and UNRWA expressly retains all rights with respect to losses greater than the Insured Loss paid by the Contractor.

✔ Nothing in this Section shall be deemed a waiver, express or implied, of the privileges and immunities accorded to UNRWA in international law, and the Contractor shall commence no action or do any act which may have the effect of waiving the privileges and immunities of UNRWA without the prior written authorization of UNRWA.

b) In connection with such right of subrogation:

Bidder (Company Name): ______________________________ Signature: ______________________________
| **12. Assignment** | a) The Parties may not assign, delegate, transfer, pledge or make any other disposition of 
the concluded Contract, of any part hereof or any of the rights, claims or obligations 
hereunder except with the prior written authorization of the other Party, which 
authorization shall not be unreasonably withheld or delayed. In case of an assignment 
or transfer by the Contractor by operation of law, whether pursuant to a merger, 
consolidation, sale of assets or otherwise, such written authorization by UNRWA shall 
also be required, notwithstanding the successor in interest to the Contractor assumes 
all of the Contractor's duties and obligations under the Contract. 
b) Notwithstanding the forgoing, it is also agreed that should UNRWA's Mandate be 
transferred in whole or in part to another organization or not be renewed in whole or 
in part, the Contract may be transferred or assigned on equal terms and conditions to 
UNRWA's successor(s). |
| --- | --- |
| **13. Annual Insurance Rate and Associated Charges.** | a) In full consideration of the Contractor's performance in accordance with the terms and 
conditions, UNRWA shall pay to the Contractor the Net Premium per Covered Vehicle 
per Insurance Year in accordance with the following: 

i. Total Annual Insurance Rate equals to the Net Premium Rate multiplied by 
the number of Covered Vehicles at the beginning of the Insurance Year as 
notified by UNRWA to the Contractor on or before the beginning of the 
Insurance Year. UNRWA will pay 50% of the total Annual premium at 
the beginning of the insurance year and the remaining 50% will be paid 6 month 
thereafter. 

ii. The Final Annual Insurance Rate will be calculated by multiplying the Net 
Premium Rate by the average number of Covered Vehicles during the 
Insurance Year, calculated by dividing by two (2) the sum of the number of 
Covered Vehicles at the beginning of the Insurance Year plus the number 
of Covered Vehicles at the end of the Insurance Year as notified by UNRWA 
to the Contractor within 30 days following the end of the Insurance Year, 
and: 

iii. In the event the Final Total Premium Insurance Rate calculated as set forth 
in this section 13(a.ii), is greater than the Annual Insurance Rate as set forth 
in this section 13(a.i), UNRWA will pay to the Contractor the difference in 
accordance with section 14. 

iv. In the event the Final Total Premium Insurance Rate calculated as set forth 
in this section 13(a.ii), is less than the Annual Insurance Rate as set forth in 
this section 13(a.i), the Contractor shall refund to UNRWA the difference 
within 30 days following the calculation of the final total premium. 

b) In addition to the amounts payable pursuant to Section 13 (a), UNRWA shall pay the 
actual costs, as set forth in applicable official tariffs, of Orange Cards and other 
Insurance Certificates provided to UNRWA by Local Insurer in excess of the 
requirements set in sections 5 and 6. |
| **14 invoicing** | a) The Contractor shall submit to UNRWA: |
15. Payment

- Within 30 days of the beginning of the Insurance Year, an invoice for the deposit described in Section 13(a) above.
- Within 30 days following the calculation of the final total premium in accordance with Section 13(a) above, an invoice for any amount owing from UNRWA to the Contractor as set forth therein.
- Immediately upon receipt, all invoices from the local Insurer arising, as set forth in Section 13(a) above, from the issuance of Orange Cards and other Insurance Certificates in excess of the requirements set in sections 5 and 6.

b) Each invoice submitted by the Contractor to UNRWA shall contain, at a minimum, reference to the Contract, all itemized calculations of the premiums and such supporting documentation as may be necessary to enable UNRWA to identify the payment requested in relation to the relevant provisions of this TOR.

c) The Contractor shall submit the UNRWA each invoice in triplicate, including one (1) stamped original and two (2) stamped copies, addressed to:

Chief, Central Support Services Division, UNRWA Headquarters, Amman
Industrial Street Bayader Wadi El-Seer
P.O. Box 140157
Amman 11814, JORDAN

15. Payment

- All payments made by UNRWA to the Contractor shall be payable by UNRWA only upon receipt of original invoices in accordance with Section 13.
- Payments shall be made on two equal installments, first installment (50%) at the beginning of the Insurance Year, and the second installment (50%) after 6 months from the payment of the first installment.
- Subject to Section 13 above and verification by UNRWA that the invoice is correct and the Contractor has performed all obligations in accordance with this Contract, UNRWA shall pay the amount set forth in each invoice within 45 days of the receipt of the invoice.
  - UNRWA shall notify the Contractor within 30 days of receipt of any invoice if UNRWA disputes such invoice or any portion thereof, which notification shall include a brief explanation of the dispute.
  - UNRWA and the Contractor shall consult in good faith to promptly resolve outstanding issues with respect to any such disputed invoice.
- Following the resolution of all disputes regarding an invoice or a portion thereof, UNRWA shall, as applicable, pay the amount, as resolved, to the Contractor within 15 days of the date of such resolution.
- At the end of the insurance year, a reconciliation is made in accordance with Section 13 (a. ii, iii & iv). An invoice with Final Annual Insurance Rate with reconciliation calculation shall be submitted within (30) days of the Insurance Year.
- The Contractor acknowledges that the concluded Contract and all related records shall be subject to post-payment audit by UNRWA’s internal or external auditors and that, at any time during the term of the Contract and for a period of five (5) years following the termination of the Contract, for whatever reason, the Contractor shall refund to UNRWA all amounts shown by such audits to have been unauthorized or otherwise paid other than in strict accordance with the terms of the Contract.

6. Financial Soundness
Certified copies of audited financial statements for the past three years; 2017, 2018 & 2019 (balance sheet, income statement, cash flow statement) must be submitted.

7. 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.

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

1.0 Self-Appraisal Evaluation

<table>
<thead>
<tr>
<th>S/No</th>
<th>Description of the evaluation criteria</th>
</tr>
</thead>
</table>
| 1.1  | Confirmation that the bidder have the ability to provide vehicle insurance services as detailed in Annex C-1 Section 3 - Insurance Coverage.  
Yes, we have the capacity  
No, we do not have the capacity |
| 1.2  | Confirmation that in case of being awarded, the bidder will conform to the limitations of liability clause indicated in Annex C-1 Section 4 – Limitations.  
Yes, we Agree  
No, we do not agree |
| 1.3  | Confirmation on having the capacity to issue, or cause to be issued by Local Insurers to UNRWA, Insurance Certificates evidencing the Insurance in accordance with the respective requirements of each of the jurisdictions comprising the Covered Geographical Areas indicated in Annex C-1 Section 5 - Insurance Certificates.  
Yes, we have the capacity to provide the required services in all Covered Geographical Areas  
Tick as appropriate the list the Countries (in which UNRWA operates) where your company provide the required insurance Services  
Jordan  
Lebanon  
Syria  
West Bank  
Gaza |
| 1.4  | Confirmation that the bidder (or its network of partners if any) is able to provide the insurance coverage for all the UNRWA fleet in locations as indicated in Annex C-1, Section 6 – Fleet to be insured  
Yes, I have the capacity to provide the required insurance services for all Fleet in the UNRWA locations I am interested in  
I don’t have the capacity to provide the required services for all the fleet in the UNRWA location I am interested in  
A bidder who does not have capacity to provide the required insurance services in its location of interest will have its bid rejected |

I agree with all terms of reference as indicated

Bidder (Company Name): ______________________________ Signature: ______________________________
| 1.4 | Confirmation that the bidder agrees to abide by and provide if awarded, the additional obligations in Annex C-1 Section 7 - *Additional Obligations of the Contractor.*  
Yes; we confirm | ☐ | [ ]  
No; we cannot confirm and do not have the capacity | ☐ | ☐ |
| 1.5 | Confirmation that the bidder is able to meet, if awarded, the specific modifications to the general conditions as indicated in Annex C-1 Section 8 – *Specific Modifications to the General Conditions.*  
Yes, we confirm | ☐ | [ ]  
No; we cannot confirm and do not have the capacity | ☐ | ☐ |
| 1.6 | Confirmation that the bidder, if awarded, will agree with the Contractor’s Responsibilities as detailed in Annex C-1 Section 9 – *Contractor’s Responsibilities.*  
Yes; we confirm | ☐ | [ ]  
No; we cannot confirm and do not have the capacity | ☐ | ☐ |
| 1.8 | Confirmation that the bidder, if awarded, will agree with the Claims Handling procedures and the associated penalties should as Contractor fail to honour its obligations as indicated in Annex C-1 Section 10 – *Claims Handling procedures.*  
Yes; we confirm and agree | ☐ | ☐ | [ ]  
No; we cannot agree nor confirm and do not have the capacity | ☐ | ☐ |
| 1.9 | Confirmation that the bidder, if awarded, will agree with the subrogation clause as explained in details in Annex C-1 Section 11 – *Subrogation.*  
Yes; we confirm and agree | ☐ | ☐ | [ ]  
No; we cannot agree nor confirm and do not have the capacity | ☐ | ☐ |
| 1.10 | Confirmation that the bidder, if awarded, will not assign, delegate, transfer, pledge or make any other disposition of the concluded Contract, of any part hereof or any of the rights, claims or obligations hereunder except with the prior written authorization of the other Party as detailed in Annex C-1 Section 12 – *Assignment.*  
Yes; we confirm | ☐ | ☐ | [ ]  
No; we cannot confirm and do not have the capacity | ☐ | ☐ |
| 1.11 | Confirmation that the bidder, if awarded, will agree on the methodology of calculating the annual insurance rate and associated charges as detailed in Annex C-1 Section 13 – *Annual Insurance Rate and Associated Charges.*  
Yes; we confirm | ☐ | ☐ | [ ]  
No; we cannot confirm and do not have the capacity | ☐ | ☐ |

---

I agree with all terms of reference as indicated  
Bidder (Company Name): ______________________________  
Signature: ______________________________
2. **Past Performance in positively providing Insurance Services** - Please list at least 3 clients. Provide evidence of having positively provided your clients with similar /related services of related scope/magnitude. **The evidence shall be in the form of copies of Purchase Orders, Recommendation Letters or Copies of contracts for similar or related services.**

<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>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We Confirm that we have attached the requested copies of the Purchase Orders, Recommendation Letters or Copies of contracts for similar or related items.

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

3. **Experience of the company:** Bidders must have a minimum of 5 years’ experience in provision of insurance Services.

We confirm that we have the required experience and have attached documents (e.g. Incorporation certificate, evidence of projects completed, annual tax returns or any other documents to demonstrate that the company has at least 5 years’ experience)

We do have 5 years’ experience [ ] We don’t have 5 years’ experience [ ]

Evidence attached [ ] Evidence not attached [ ]

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

4. **Contract Manager/ Focal Person:** Bidders to propose a Contract Manager who is knowledgeable and has minimum 3 years’ experience in related works and has qualifications in Business or Management related courses. The proposed Contract Manager’s qualification and CV shall be attached.

We confirm that we have provided the detailed information on the proposed Project Manager and attached the qualifications (copy of academic certificates) and Curriculum Vita (CV) as requested.

Attached the requested documents [ ] Not attached [ ]

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

5. **License to Operate in UNRWA’s Areas of Operations as Listed**

We confirm that the Company (and its network of local partners if any) has the required license to operate in UNRWA’s Areas of Operations (Jordan, Gaza, West Bank, Lebanon and Syria) and have provided copies of legal documentation proving it.

We have the requested license [ ] We don’t have the license [ ]

Evidence attached [ ] Evidence not attached [ ]

In case you do not have the capacity to provide insurance services in all locations of UNRWA, please indicate in the area below where you have physical presence and provide documentary evidence.

Bidder (Company Name): ____________________________ Signature: ____________________________
<table>
<thead>
<tr>
<th></th>
<th><strong>Re-insurance</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>We confirm that we have the re-insurers and we have indicated the names and attached evidence of our re-insurers.</td>
</tr>
<tr>
<td></td>
<td>We have the re-insurers ☐ We don’t have re-insurers ☐</td>
</tr>
<tr>
<td></td>
<td>Evidence attached ☐ Evidence not attached ☐</td>
</tr>
<tr>
<td></td>
<td><strong>Names and addresses of re-insurers:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th><strong>Financial Soundness: Confirmation of submission of Certified copies of audited financial statements for the past three years: 2017, 2018 &amp; 2019 (balance sheet, income statement, cash flow statement)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Attached ☐ Not attached ☐</td>
</tr>
</tbody>
</table>

**N.B FAILURE IN ANY ONE OR MORE OF THE LISTED CRITERIA IN 1-7 ABOVE WILL BE REJECTED**

**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, travel to field locations, mobile data, etc.). No additional costs will be accepted.

b) The Contractual unit prices shall remain fixed during the whole contractual term of 3 years and the two (2) optional years.

c) 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, UNRWA reserves the right to issue the contract to one or multiple vendors.

d) Please note that the UNRWA is tax exempt. Please do not include VAT as part of your offer.

e) UNRWA reserves the right to enter into contractual agreement with one provider or multiple of providers.
Annex C- 3: BID FORM/ FINANCIAL INFORMATION.
Invitation to Bid, ITB/UNRWA/CSSD/DM/28/2020 - Provision of Insurance Services for UNRWA Vehicles

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

Mandatory Requirements

Vendors will be evaluated on pass and fail for this criteria. The vendors must confirm the acceptance of the UNRWA General Conditions of Contract for Services

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

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

☐ We do hereby accept the UNRWA General Conditions of Contract for Services (See Annex F)

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

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

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

☐ We have no capacity to provide / 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.

Name: ________________________________________________

Title of Authorized Representative: ____________________________

Signature: ________________________________________________

Company Name and Address: ________________________________

Telephone No: __________________ Facsimile No: __________________

E-mail: ________________________________________________

N.B. UNRWA reserves the right to award the contract for one or any number of geographical locations as long as the vendor has technically demonstrated that its
COMMERCIAL OFFER FORMAT

[Letterhead of bidder, including full postal address, telephone no. and fax no.]  

[Date]

To: THE UNITED NATIONS RELIEF AND WORKS AGENCY FOR PALESTINE REFUGEES IN THE NEAR EAST (UNRWA)
Attention: Chief Procurement and Logistics Division
UNRWA Headquarters, Amman
Industrial Street
Bayader Wadi El-Seer
Amman 11814
Jordan

Invitation to Bid No. ITB/UNRWA/CSSD/DM/28/2020
Provision of Insurance Services for UNRWA's Vehicles

Ladies/Gentlemen,

Being duly authorized to represent and act on behalf of [insert name of bidder] (hereinafter "the bidder"), in accordance with the attached power of attorney (or equivalent document), and having reviewed and fully understood the requirements of the ITB, we, the undersigned, offer to provide vehicle insurance for UNRWA's vehicles.

In accordance with your Invitation to Bid Ref. No. ITB/UNRWA/CSSD/DM/28/2020, and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Tender, i.e., [insert date]. (Please note Clauses 15 & 16 of Annex A to this ITB.)

We confirm our understanding and agreement that the terms set forth in this ITB, including the General Conditions of Contract, the Terms of Reference / Project Description of Work special conditions set forth herein will form part of any contract should UNRWA accept our proposal.

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

We understand you are not bound to accept any Proposal you receive.

Name: 

Title of Authorized Representative: 

Signature: 

Company Name and Address: 

Telephone No: Facsimile No: 

E-mail:  

NOTE: Please attach power of attorney or equivalent document evidencing authority of above signatory to sign the proposal and represent the bidder.
# PRICING MATRIX

**Invitation to Bid, ITB/UNRWA/CSSD/DM/28/2020**

**Provision of Vehicle liability insurance, Compulsory and Third party insurance Services for UNRWA vehicles**

<table>
<thead>
<tr>
<th>Actual number of vehicles</th>
<th>Annual Premium per Vehicle Type</th>
<th>Amount due for 3rd Party mandatory coverage only (Included in the annual premium)</th>
<th>Total estimated premium for 1 year</th>
<th>Total estimated premium for 3 years</th>
<th>Total estimated premium for 5 years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gaza</td>
<td>583</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Jordan</td>
<td>168</td>
<td></td>
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<tr>
<td>Lebanon</td>
<td>199</td>
<td></td>
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<tr>
<td>West Bank</td>
<td>267</td>
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<tr>
<td>Syria</td>
<td>162</td>
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</tr>
<tr>
<td>TOTAL</td>
<td>1,379</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For information purposes,

In case UNRWA purchased new vehicles and wants to insure such vehicles comprehensively, what would be the premium expressed as a percentage of the vehicle insured value? I will offer ...............%
[On the headed note paper of the Guarantor (Bank)]

Form of Performance Bond

From:
[Name of the Bank/] ………………………………………………………………………...
[Bran 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 Vehicle liability insurance, Compulsory and Third party Insurance Services for UNRWA vehicles 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 [Provision of Vehicle liability insurance, Compulsory and Third party Insurance Services for UNRWA vehicles] (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………………………………………………………………………………] currency…….) (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, 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: (a) [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: Form of the Service Contract.

SERVICE CONTRACT NO. ___/___/200_

This Service Contract is made this ___ day of _______ 200_, by and between the United Nations Relief and Works Agency for Palestine Refugees in the Near East (“UNRWA”) and ___[name]___, ___[street address]___ [city] [country] (the “Contractor”).

Background

[Description of project background]. The purpose of the present arrangement is to assure the provision of technical services to UNRWA in relation to [those project activities]. The Contractor, representing that it is fully qualified and has the necessary expertise and resources to effectively and efficiently provide the same, wishes to provide those services as set forth in, and in accordance with, the terms of this Service Contract.

NOW, THEREFORE, in consideration of the premises, the representations and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION.

1.1 Defined Terms. In addition to terms elsewhere defined in this Service Contract, the following terms shall have the meanings provided for the purpose of this Service Contract:

1.1.1 “Delivery Schedule” means the schedule for the delivery of Services as set forth in attached Annex 3.

1.1.2 “General Conditions” means UNRWA’s General Conditions of Contract for Procurement of Services, attached as Annex 1.

1.1.3 “Party” means each of, and “Parties” means collectively, UNRWA and the Contractor.

1.1.4 “Payment Schedule” means the schedule of payments, corresponding to the delivery of Services, as set forth in attached Annex 3.

1.1.5 “Proposal” means the Contractor’s proposal dated ________ and attached as Annex 4.

1.1.6 “Section” means the referenced section of this Service Contract.

1.1.7 “Services” means the services and deliverables described in the Terms of Reference.

1.1.8 “Terms of Reference” or “ToR” means description of the Terms of Reference attached as Annex 2.

1.2 Interpretation. As used in the Service Contract:

1.2.1 The documents referred to below are intended to be mutually explanatory; provided, however, in case of ambiguity, discrepancy or inconsistency among them, the following order of priority shall apply except to the extent a term contained in a higher-listed document is specifically superseded by the express terms of a lower-listed document:

1.2.1.1 This Service Contract, but excluding the General Conditions, Terms of Reference and Proposal.

1.2.1.2 The Terms of Reference.
1.2.1.3 The General Conditions.

1.2.1.4 The Proposal.

1.2.2 The numbers and titles of the Sections are for reference only and shall not be deemed to modify or construe the contents of the Section.

1.2.3 Where applicable, reference to the singular includes the plural.

2. DURATION OF THIS AGREEMENT. The Service Contract shall be effective upon signing and shall end upon completion of the last obligation arising hereunder.

3. OBLIGATIONS OF THE CONTRACTOR. The Contractor, representing and warranting that all statements made in connection with its Proposal and as otherwise provided herein are true and correct in all material respects and do not fail to include any matter necessary to make the statements contained therein not misleading, covenants to deliver the Services, and provide all related personnel, materials and other support as may be necessary therefor, in accordance with this Service Contract.

3.1 In General. The Services shall be delivered in a professional and workmanlike manner in accordance with the terms and conditions of this Service Contract. Without limiting the generality of the foregoing –

3.1.1 The Contractor shall conduct its operations with due diligence and efficiency, in conformity with the highest industry standards for technical, financial, managerial and administrative practices, and in a manner that at all times protects the interests of UNRWA.

3.1.2 The Contractor shall at all times during the term of this Service Contract retain for the purpose of delivering the Services all such staff possessing the technical and professional qualifications and competencies necessary to deliver the Services and perform the obligations of the Contractor under this Service Contract.

3.1.2.1 Notwithstanding the foregoing, the Contractor shall, upon 30 days’ notice from UNRWA, terminate in respect of the Services of any personnel determined to have performed unsatisfactorily or otherwise failed to conform to required standards of conduct as set forth in this Service Contract; provided, however, UNRWA may, notwithstanding the notice requirements of this Section, request the immediate termination of the services of any personnel, and limit the access thereof to UNRWA premises, in the event of a serious breach of the duties and obligations of such personnel and where such remedial action is reasonably determined by UNRWA to be required in the interest of the delivery of the Services.

3.1.2.2 All persons retained by the Contractor shall at all times be deemed the employees, agents, contractors or subcontractors of the Contractor and shall in no event be considered to be employees or agents of UNRWA or as having any of the privileges or immunities of the United Nations or its staff.

3.2 Delivery of Services. The Contractor shall deliver the Services as set forth in the ToR and the following:

3.2.1 The Contractor shall commence the Services not later than ________________ 200__.

3.2.2 The Contractor shall deliver the Services in accordance with the Delivery Schedule.

3.3 Use of UNRWA Resources. The Contractor shall utilize all funds, supplies and equipment provided by UNRWA in accordance with the following:

3.3.1 All equipment, non-expendable materials, supplies and other property furnished or financed by UNRWA under the Service Contract shall remain the property of UNRWA and, unless otherwise agreed by the parties, shall be returned to UNRWA upon the completion of the Services, and -

3.3.1.1 The Contractor shall not cause or permit any lien, claim or other encumbrance to attach to any equipment, non-expendable materials, supplies and other property furnished or financed by or on behalf of UNRWA under the Service Contract.
3.3.1.2 The Contractor shall promptly report to UNRWA each loss, damage or theft of supplies, equipment, non-expendable materials and other property provided to the Contractor under the Service Contract by or for the benefit of UNRWA.

3.3.1.3 The Contractor shall maintain, and shall promptly transfer to UNRWA immediately upon completion of the Service, complete and accurate records with respect to all funds, supplies and equipment received from or on behalf of UNRWA under the Service Contract.

3.3.2 Access to and use of UNRWA facilities and premises by the Contractor and its personnel and contractors shall at all times be subject to UNRWA’s rules and regulations relating to such use, including, but not limited to, those relating to security.

3.4 Records. In addition to all other reporting requirements elsewhere contained in the Service Contract:

3.4.1 The Contractor shall at all times and for a period of 3 years following the completion of the Project maintain progress, financial and other statements, records and reports in respect of the delivery of the Service and this Service Contract.

3.4.2 Upon reasonable notice, all such records and documents maintained by the Contractor in connection with the delivery of the Services and of this Service Contract, including with respect to the administration and operations of the Contractor, shall be made available for inspection, review and copying by UNRWA or its designee.

4. OBLIGATIONS OF UNRWA. In connection with the delivery of the Services by the Contractor in accordance with the terms of the Service Contract:

4.1 Facilities. To facilitate and support the delivery of the Services by the Contractor, UNRWA shall, directly or on its behalf, provide in connection with the delivery of the Services:

4.1.1 Relevant financial, technical, statistical and operational data and other inputs necessary for the delivery of the Services.

4.1.2 Transportation and, in the event the need arises, otherwise facilitate the movement of personnel within UNRWA’s areas of operation.

4.1.3 Access to UNRWA facilities consistent with requirements for the delivery of the Services, including, as applicable, the issuance of UNRWA grounds passes.

4.1.4 Such measures (including but not limited to escort when traveling) as may be reasonably necessary to assure the personal security of the Contractor’s personnel and their property.

4.1.5 Such other services support as may be reasonably available in the UNRWA facilities at which the personnel of the Contractor are operating.

4.2 Payment. In full consideration for the delivery of the Services in accordance with the terms of the Service Contract, UNRWA shall pay to the Contractor as set forth below:

4.2.1 UNRWA shall pay the Contractor the amount of USD _______, in accordance with the Payment Schedule and this Section 4.2.

4.2.2 The Contractor shall submit to UNRWA monthly an invoice corresponding to the Services delivered during the period represented by the invoice as set forth in the Delivery Schedule, including a certification by the Contractor that for the period of payment the Contractor has delivered the Services in accordance with this Service Contract, together with all such supporting documentation as may be required by UNRWA with respect thereto.

4.2.3 UNRWA shall, within 30 days following the receipt from the Contractor of each invoice, pay the invoiced amounts subject to the following -

4.2.3.1 Each invoice shall be subject to certification by UNRWA of the delivery of Services associated with the invoice and the amounts contained in the invoices, and UNRWA may make
corrections to the amounts set forth in the Contractor’s invoices and effect payment for the amounts so corrected and certified.

4.2.3.2 In the event of any dispute with respect to an invoice submitted by the Contractor, UNRWA shall notify the Contractor within 15 days following receipt of the invoice setting forth the basis for the dispute and the amount of the invoice subject to the dispute.

4.2.3.2.1 UNRWA and the Contractor shall consult in good faith to promptly resolve outstanding issues with respect to any such disputed invoice.

4.2.3.2.2 In cases of dispute regarding only a portion of a Contractor’s invoice, UNRWA shall pay the Contractor the amount of the undisputed portion within 30 days of the receipt thereof.

4.2.3.2.3 Once a dispute regarding an invoice or a portion thereof has been resolved, UNRWA shall pay the Contractor within 30 days following the resolution of such dispute.

4.2.4 Payments effected by UNRWA to the Contractor shall neither relieve the Contractor of its obligations under this Contract nor constitute acceptance by UNRWA of the Contractor’s performance of the Services.

4.2.5 UNRWA shall deposit the amounts payable to the Contractor in accordance with this Section by electronic transfer to:

Bank name:
Bank Address:
Account name:
Account number:
SWIFT Code:

4.2.6 Except as otherwise expressly set forth in the Service Contract, the Contractor shall bear all costs associated with the delivery of the Services, including but not limited to all income and other taxes, all utilities and consumables, third-party licenses and costs of staff and contractors (including salaries, workers compensation, life, health and disability insurance, travel costs, allowances and other benefits to which they are entitled in accordance with the applicable terms of service with the Contractor and applicable law).

5. MISCELLANEOUS.

5.1 Waiver. No waiver, or waiver of any breach, of any provision of this Service Contract shall be deemed to be a waiver of any other provision or of any future breach of that provision.

5.2 Notice. Any required or permitted notice, consent or approval shall be effective only upon delivery in writing by hand or by telefax transmission to the following address of the other or such other address as may be specified by similar notice –

UNRWA: the Contractor:

Facsimile: + Facsimile: +

5.3 Applicable Law. This Service Contract shall be governed by and construed in accordance with general principles of international commercial law. If any term, covenant, or condition of this Service Contract or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remainder of this Service 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 Service Contract shall remain valid and be enforced to the fullest extent possible.

5.4 Counterparts. This Service Contract may be signed in one or more counterparts, each of which shall be deemed to be an original.
5.5 Entire Agreement. This Service Contract and its annexes may be modified or amended only upon the written agreement of the parties, and this Service Contract and its annexes, as amended, represent the entire agreement and understanding between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have signed this Service Contract on _________________ 200_.

United Nations Relief and Works Agency for Palestine Refugees in the Near East

_________________________________  ___________________________  
[name]  [name]  
[title]  [title]  

Witness  Witness

_________________________________  ___________________________  
[name]  [name]  
[title]  [title]  

[Contractor]
Annex F: 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 those General Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Nothing in Articles 4.3, 4.4 and 4.5, above, shall be construed to create any obligations on the part of UNRWA with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

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.

9. 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.

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

5. ASSIGNMENT; SUBCONTRACTING:

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

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

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

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

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

5.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNRWA following the assignment or transfer.

6. 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 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 officials, agents and employees, pursuant to this Article 6, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

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

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

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

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

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

7. INSURANCE AND LIABILITY:

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

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

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

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

7.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss 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 a 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 not further consider any assignment, whether as work 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 rights 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;

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

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

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

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 other remedies under the Contract, deduct from the contract price the amount set forth in the Contract for each calendar day of delay until actual delivery which amount shall in no event be less than one percent of the [delivered price of the delayed 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 any other remedy provided under the Contract and by law.

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

17. SETTLEMENT OF DISPUTES:

17.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof, 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, no modification or change in the Contract shall be valid and enforceable against UNRWA unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief, Procurement and Logistics Division, or the Field Office Director (for local contracts), or such other contracting authority.

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

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

22. AUDITS AND INVESTIGATIONS:

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

22.2 The Contractor acknowledges and agrees that, from time to time, UNRWA may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract. The right of UNRWA to conduct an investigation and the Contractor’s obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor’s obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant 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 advisors, 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 utilizing 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 exploitive or degrading to any person. UNRWA shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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

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

25. BANK GUARANTEE: If specifically requested by UNRWA, prior to the signature of the Contract, the Contractor shall provide a 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 personal delivery 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 circumstance shall to any extent be determined to be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant or condition to persons or circumstances other than those 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 complete 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 STATUS 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.