Invitation to Bid (ITB)
To establish Purchase Orders for purchasing of Toners for printers & photocopiers

Country: Syria
ITB Number: SFO.NFI.20.25
Subject: Purchasing of Toners for printers & photocopiers

Date of Issuance: 14th June, 2020

To: All Bidders

Subject: Invitation to Bid to establish Purchase Orders for purchasing Toners for printers & photocopiers for All Departments.

Reference: ITB Number: SFO.NFI.20.25

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

UNRWA is the main provider of basic services – education, health, relief and social services to 4.7 million registered Palestine refugees in Jordan, Lebanon, Syria and the occupied Palestinian territory.

Further Information can be found at UNRWA’s web site at: http://www.unrwa.org/

1. The United Nation Relief and Works Agency (UNRWA) intend to establish Purchase Orders to procure toners for printers & photocopiers to meet the requirements for all departments in Syria as per specifications given in this document.

2. UNRWA now invites bids from eligible and qualified bidders for the supply of toners for printers & photocopiers as described in the technical specifications of this ITB.

3. Bidding will be conducted through one-envelope system, i.e. the financial and the technical components of a bid are combined in one single document in accordance with UNRWA Procurement Manual, and is open to all eligible bidders as defined in this ITB.

4. Purpose of this ITB: Based on the results of this solicitation exercise, UNRWA intends to enter into Purchase Orders with the successful bidders – who will all be systematically contacted upon receipt of ad hoc requests – for the supply of a definite quantity of the specified products in support of UNRWA’s operation in Syria. In the event of UNRWA signing Purchase Orders, the following shall apply:
(a) The contract will be one time purchase order for a specific quantity as per specifications and delivery time mentioned in this document and offered by the vendor who will be selected for award of the contract.

(b) The attached UNRWA General Conditions for Goods shall be accepted by the bidders.

5. Interested eligible bidders may obtain further info by writing an email at PPOsyr@UNRWA.ORG.

6. Qualifications requirements are specified in the ITB.

7. Bids must be delivered as specified in the Bid Form of this ITB (please read carefully). Late bids will be rejected.

8. Please acknowledge receipt of this ITB by returning Acknowledgment (Annex-I) duly filled in and faxed to UNRWA at Fax No. +963-11-6116581 or e-mail PPOsyr@UNRWA.ORG, indicating whether or not you intend to submit a bid. If you are declining to bid, please state the reasons on the form in order for UNRWA to improve its effectiveness in future invitations. Communications to and from vendors is an important means of managing the UNRWA supplier database. Vendors are encouraged to respond to ITBs even if they do not intend to bid to ensure that they can be included in future solicitations.

9. The Bid Form (Annex B) is to be used to submit price(s) for the item(s) mentioned in this ITB, and to be sent to UNRWA in accordance with “Section J. of the ITB Instructions (Annex - A)” together with the tender and contract award acknowledgement certificate (Annex - G) duly signed and stamped by the vendor/company before the closure date and time of the ITB, i.e. 25th of June, 2020, at 14:00 Hours, Syria, Damascus Local time.

10. If you are not registered yet with UNRWA as an approved UNRWA supplier, you are requested to register electronically via http://www.unrwa.org/procurements/suppliers/registration-form as described in (Annex-I), and enclose in your bid the following documents:

   - Certified Chamber of Commerce and/or Chamber of Industry Certificate/s.
   - Bank references.
   - Latest catalogues/brochures as well as a generic list of goods/equipment you manufacture/supply (please disregard, if latest catalogue has already been sent).
   - List of major clients.
   - A copy of the most recent audited account report or the annual financial statement for the last two years.

Suppliers are requested to enclose the documents requested above in a separate sealed envelope marked “Tender # SFO.AI.20.25 Toners for printers & photocopiers - Supplier Registration Form” and submit along with their bid offer.

Those suppliers who are registered with UNRWA but whose contact details, company name, product range, field of specialisation etc. have changed are requested to follow the same procedure as applicable for non-registered suppliers both on-line and in form of paper copies as described hereunder to update UNRWA accordingly.

Both envelopes must be mailed together and must be received before the indicated time and date of the tender closure at the specified mailing address in the tender instructions.
11. Required minimum duration of offer validity is of 60 Days after the ITB closure date.

12. UNRWA measures supplier performance based on meeting delivery in full, on time, and within specifications. Failure to meet those supplier performance measures may result in the supplier being disapproved.

13. QUERIES ABOUT THIS ITB
For queries on this ITB, please contact the Field procurement & logistic office, SAR-Field in writing at Facsimile No. +963 11 6116581 or via email at FPL5SyR@UNRWA.ORG on the subject line, please indicate the ITB number.

14. This Invitation to Bid (ITB) consists of this document and the following annexes:

Annex-A : Instructions for Invitation to Bid
Annex-B : Bid form & Technical specification
Annex-C : Evaluation Criteria
Annex-D : Technical Evaluation
Annex-E : Special Conditions of Contract
Annex-F : General Conditions of Contract for Goods
Annex-G : Tender and Contract Award Acknowledgement Certificate
Annex-H : Acknowledgement
Annex-I : Vendor Profile Form
Annex-J : Business Information Template
Annex-K : Registration on UNGM
Annex-L : Performance Bond Form
Annex-M : covering Letter must be covering the financial offer.

We look forward to receiving your bid.

Sincerely,

Agnes Nyaguthie Kariuki
Head, Field Procurement and Logistics Office
UNRWA, Syria Field Office, Damascus, Syria
Instructions for Invitation to Bid

The UNITED NATIONS RELIEF AND WORKS AGENCY FOR PALESTINE REFUGEES IN THE NEAR EAST (UNRWA) will receive and consider Bids in response to official Invitations to Bid subject to the conditions detailed hereunder.

1. SUBMISSION OF BID

Bids must be submitted on the attached Bid Form and sent as follows.

All bids must mark “CONFIDENTIAL ITB No. SFO.NFI.20.25 Toners for printers & photocopiers” and the bidder’s address on the top of envelop(s). If bids are submitted electronically using secured email address or secured Fax number, “CONFIDENTIAL ITB No. SFO.NFI.20.25 Toners for printers & photocopiers” should be mentioned in the subject line of email/Fax message.

(a) Submission by Mail, Courier or Hand

Following address is to be used to submit the bid document by mail, courier or hand.

U.N.R.W.A
United Nations Relief & Works Agency
(Attn. Bid Receipt Officer)
Field Procurement and Logistics Office
(End of Mezeh Autostrad/ Beirut Road Intersection)
Opposite Old Airport
P.O. Box # 4313
Damascus, SYRIA
Tel: 00963-11-6133035-40

(b) Submission by Email or FAX

Apart from the Bid Security which shall be submitted in original (unless not required in accordance with this ITB), Bidders’ bid may be submitted electronically through email. A bid sent by email or fax may only be sent to the secure bid email address: SAR-PROCUREMENT@UNRWA.ORG or to the secure bid fax number: +963 11 6216581 and must indicate the ITB reference number in the subject. That fax number and email address should not be used for queries concerning this ITB. For queries, please see Section 19 below.

Bids sent or copied to any other email address or fax number will be declared invalid. Bids sent via the correct route after having been sent incorrectly will be declared invalid. Size of individual e-mails, including e-mail text and attachments, must not exceed 7 MB. An auto reply message acknowledging receipt of email will be sent to Bidders submitting their bid by email. In order to avoid last minute line congestion, please note the following:
• Send your Bid as early as possible before the deadline.
• Send only the duly completed Bidding Documents to the secure email address (or secure bid fax).
• Do not send other large documents by email or fax such as commercial brochures as these documents should accompany the original hard copy of your Bid, which should be received within five (5) business days from the Bid Receipt deadline.
• If the size of the email is likely to exceed 7 MB, please send the required Bidding Documents via multiple emails and indicate the email number (email 1, email 2, etc.) in the subject field of each email.

NOTE: WHILE SUBMITTING THE BIDS ELECTRONICALLY, PLEASE DO NOT COPY THE EMAIL TO ANY OTHER EMAIL ADDRESS. YOU WILL RECEIVE AN AUTO REPLY CONFIRMING YOU RECEIPT OF THE BIDS SUBMITTED ELECTRONICALLY.

(c) Closing Date and Time
25-06-2020, at 14:00 Hours Syria, Damascus Local time
(Ref: www.timeanddate.com/sy/damascus).

(d) Timing and Delivery of Bids
- Bids must be received before the indicated time and date of tender closure as set forth above.
- Bids submitted by mail, courier or hand must be in a sealed envelope/package.
- Bidders are solely responsible for ensuring that the full bid is received by UNRWA in accordance with tender requirements, prior to the specified date and time specified in the tender.
- Bidders understand and agree that UNRWA will consider only those portions of the bid received prior to the closing time specified and page or pages received after that time will not be considered.
- Bidders understand and agree that the submission of bid by fax or email and the safe receipt of the bid at the specified fax number or email address is at the bidder’s own risk. Any page(s) received which are illegible will not be considered.

(e) Documents
Following documents must be submitted with the bid.
- Bid Form (Annex-B) and the applicable Price Schedules, in accordance with Instructions to Bidders (Annex-A).

(f) Price
The quoted prices shall be inclusive of all charges in accordance with the INCOTERMS 2010 mentioned in the Bid Form – Annex B.

(i) Bid comparison will be made on the total cost, delivered to final destination. UNRWA reserves the right to compare freight prices of Bidders with rates of reputable freight forwarders and to consider such rates for the purpose of bid evaluation. In the event
of freight prices of Bidders being found less competitive than rates offered by freight forwarders.

(g) Currency

For the currency of quotation for this Bid, suppliers are advised to note the following:

1. The suppliers are to provide their quotations either in USD or SYP for this Bid.
2. Supplier opting to provide his/her quotation in other currencies other than USD, to clearly indicate the currency of their quotation. UNRWA’s conversion will be guided by the prevailing UN rates for evaluation of bids.
3. Bidders opting to quote in SYP, to disclose their conversion rates for SYP to Dollar in case payment is made in SYP.
4. Bidders to indicate their Bank details for purpose of this bid.

(h) Packing

Packing shall be of international standard, strong quality, and suitable for shipment to tropical areas. Bids must stipulate the type of packing proposed.

Bidder’s attention is invited to the General Conditions of Contract-Annex G. It should be noted that package markings shall be as desired by UNRWA.

(i) Origin, Quantities, Quotations

The country of origin of the items bid must be clearly stated. As far as possible, bids should be for the full UNRWA quantity requirement. However, bidders are allowed to quote the price for partial items if they desire so. The Bid Form must be completed in all other respects. When bids for particular items are not submitted, this should be clearly indicated on the Bid Form; i.e. a line should be drawn through those items on the Bid Form. Explanations, which may be deemed necessary, should be clearly set out, and will be considered as an integral part of the Bid.

(j) Presentation

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

(k) Shipment and delivery
All goods shall be delivered or shipped, as the case may be, at the vendor’s risk, unless; otherwise provided in the contract, to the place or places and within the time limits specified in the contract.

(l) Split Awards
UNRWA reserves the right to split awards and sign multiple purchase orders as found best in the interest of UNRWA.

2. SUBMISSION OF SAMPLES
If you are requested in the covering letter of the ITB to submit samples of the items offered, please note that failure to do so may render your bid invalid. Please also note that;

(a) “Bid documents” and the “Sample” are to be sent separately to the official mailing address indicated in this ITB, ensuring that both must reach to the Bid Receipt Officer at the address given above prior to the bid closure date; otherwise, the bid will not be considered.

(b) Samples submitted should be clearly marked with the same item number which is used on the Bid Form.

(c) Sample packaging must be clearly marked “SAMPLES” with the ITB number and the bidder’s name etc.

(d) The cost for sending the samples will be at the charge of the Bidder(s).

3. DELIVERIES

(i) Deliveries shall be made as per instructions in UNRWA’s Purchase Orders. Delivery is defined as time from receipt of order and including the manufacturing period, suitable export packing (water-proof, neutralized, shrink-wrapped on pallets), labelling/markings, issuance of the export documentation and the projected period for transport up to and handover to the designated forwarder (either by UNRWA or by the supplier) at the airport/seaport of export as asked in the Bid Form.

(ii) Bidders are requested to note that UNRWA will monitor and measure the performance of the successful bidder, in comparison with guaranteed minimum lead times indicated in their bid. Accordingly, it is imperative that bidders’ state realistic guaranteed minimum lead times.

(iii) Delays might result in the implementation of the LIQUIDATED DAMAGES (Ref. UNRWA’s General Conditions for Goods and Special Conditions of Contract).
4. VALIDITY PERIOD

Bids shall be valid for at least the minimum number of days specified in the Invitation to bid from the date of Bid closure. In the event that a vendor is in a position to extend the validity of his offer for a limited period beyond the required minimum, this should be stated on the Bid Form in the space provided for this information. 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.

In exceptional circumstances, prior to the expiration of the bid validity period, UNRWA may request bidders to extend the period of validity of their Bid. The request and the Responses shall be made in writing. If a bid security is requested accordingly it shall be extended for a corresponding period.

5. ACCEPTANCE

UNRWA reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is: (a) not clear; (b) incomplete in any material detail such as specification, terms, delivery, quantity, etc.; or (c) not presented on the Bid Form - and to accept or reject any amendments, withdrawals and/or supplementary information submitted after the time and date of Tender Closure.

6. AWARD OF CONTRACTS

(a) 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.

(b) UNRWA may award contracts for part quantities or individual items. UNRWA will notify successful bidders of its decision with respect to their bids as soon as possible after the bids are opened. UNRWA reserves the right to cancel any Invitation to Bid, to reject any or all bids in whole or in part, and to award any contract without disclosing the reason or reasons.

(c) Vendors who do not comply with the contractual terms and conditions including delivering different products or products of different origin than stipulated in their offer and covering purchase order may be excluded from future Tenders.

(d) Before the award of Contract, UNRWA may inspect the manufacturing facilities of the lowest evaluated responsive Bids to assess his capability to successfully perform the Contract as per the terms and conditions specified in the ITB.

(e) The maximum percentage by which quantities may be increased is: 20%
(f) The successful Bidder shall sign, date and return the Contract to UNRWA within three (3) business days.

7. PAYMENT

Unless otherwise stated, payments are to be made as per Incoterms used and mentioned in the Bid Form unless advised otherwise elsewhere. However, UNRWA may withhold payment in cases where the goods received at the port(s) of arrival or UNRWA warehouse(s) are not in conformity with UNRWA’s specifications due to the vendor’s default. UNRWA may also withhold payment in cases where the goods inspection process of UNRWA is not finalized within the 30 days as referred to above, in such cases of delay UNRWA will release payment immediately after receipt of a notification from its inspection unit stating that the goods received are in conformity with UNRWA’s specifications. “For further clarifications, please see Annex E, Para No. 7”

8. CONFIDENTIALITY

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

9. COLLUSIVE BIDDING AND ANTI-COMPIETITIVE CONDUCT

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

- The preparation or submission of bids,
- The clarification of bids, and
- The conduct and content of negotiations, including final contract negotiations,

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 lodgement 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.

10. IMPROPER ASSISTANCE

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

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

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.

11. CORRUPT PRACTICES

It is UNRWA Policy to require that bidders. Vendors and contractors and their subcontractors under UNRWA contracts, All UNRWA vendors shall adhere to the highest ethical standards, both during the procurement process and throughout the performance of a contract. in pursuance of this policy UNRWA defines for the purposes of this provision the terms set forth below:
a. **Bribery:** is the act of unduly offering, giving, receiving or soliciting anything of value to influence the procurement process.

b. **Extortion:** is the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threats of injury to person, property or reputation.

c. **Fraud:** is the misrepresentation of information or facts for the purpose of influencing the procurement process.

d. **Collusion:** is an agreement among bidders to submit bids at artificially-high prices that are not truly competitive.

12. **CONFLICT OF INTEREST**

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

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

13. **withdrawal/Modification of bids**

Requests to withdraw a bid shall not be honoured. If the selected vendor withdraws its bid, UNRWA shall duly register said bid and shall evaluate it alongside all other received bids. If the selected vendor has furnished a bid security/bond, UNRWA shall withhold such bid security/bond until the issue has been resolved.

Withdrawal of a bid may result in your suspension or removal from the UNRWA vendor list.

A Bidder may modify its bid prior to the tender closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original bid number. No modification shall be allowed after tender closure.

14. **Amendment of Bidding Documents:**
• At any time prior to the deadline for submission of bids, UNRWA may amend the Bidding Documents by issuing amendments.

• Any amendment issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from UNRWA.

• To give prospective bidders reasonable time in which to take an amendment into account in preparing their bids, UNRWA may, at its discretion, extend the deadline for the submission of bids.

15. LATE BIDS

All bids received after the tender closure will be rejected except if the delay is determined by UNRWA to have been due to a valid ground. However, any bid received after the start of the bid opening shall be rejected without exception.

16. ELIGIBILITY OF BIDDERS

Bidders shall not be eligible to submit a bid when at the time of bid submission:

• Vendors are already suspended by UNRWA; or
• Vendor’s names are mentioned in the UN 1267 Terrorist list issued by the Security Council resolution 1267 which establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban; or
• Vendors are suspended by the UN Procurement Division (UNPD); or
• Vendors have been declared ineligible by the World Bank (see http://www.worldbank.org/debar).

17. GLOBAL COMPACT/UN VENDOR CODE OF CONDUCT

UNRWA encourages all vendors to UNRWA to participate in the Global Compact and to adhere to the United Nations Vendor Code of Conduct.

18. GENERAL CONDITIONS OF CONTRACT

All Bidders must acknowledge that the UNRWA General Conditions of Contract (Annex-F) are acceptable.

19. QUERIES ABOUT THIS ITB

For queries on this ITB, please contact the Head, Field Procurement and Logistics Office in writing at Facsimile No. +963 11 6116581 or via email at FPLOSyr@UNRWA.ORG on the subject line, please indicate the ITB number. Bids must NOT be sent to above email address.

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20. All bidders must visit the below links in UNRWA’s website in relation to the below issues:

- UNRWA Procurement Policy: https://www.unrwa.org/procurement/policy
- UN Suppliers Code of Conduct: https://www.unrwa.org/procurement/suppliers
- Message on UNRWA’s right to publish awarded contract details online: https://www.unrwa.org/procurement/tenders
Bid Form & Technical specifications of Toners for printers & photocopiers

Closing Date: 25-June-2020, at 14:00 Hours Syria, Damascus Local time

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<th>QTY</th>
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<td>Printer HP OfficeJet Pro 8720 Full set-4 bottles 3 basic color(red,blue,yellow) 1 black Copy Original Similar to HDT, Laser premium</td>
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<td>Printer cartridge: Laser Jet/HP/ Pro 400 / M401 dn, 80A Copy original</td>
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<td>Printer cartridge: Laser Jet/HP/ Pro 400 / M401 dn, 80A Original</td>
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<td>27</td>
<td>Printer cartridge: Toner for HP 1300 - A13 Original</td>
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<td>Printer cartridge: Toner for HP 2015 - A53 Original</td>
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<td>Printer cartridge: Printer Canon Canon i-SENSYS LBP6030B Copy original Similar to HDT, Laser premium</td>
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<td>Printer cartridge: Printer HP HP A53 Copy original Similar to HDT, Laser premium</td>
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<td>32</td>
<td>Printer cartridge: printer HP LaserJet enterprise M506 Copy original Similar to HDT, Laser premium</td>
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<td>Printer cartridge: Printer HP LaserJet 1320 Copy original Similar to HDT, Laser premium</td>
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<td>Printer cartridge: Printer HP LaserJet 1200 series Copy original Similar to HDT, Laser premium</td>
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<td>Printer cartridge: Printer HP LaserJet 1005 Copy original Similar to HDT, Laser premium</td>
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<td>36</td>
<td>Printer cartridge: Printer Canon 6030 Copy original Similar to HDT, Laser premium</td>
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<td>No.</td>
<td>Item Description</td>
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<tr>
<td>37</td>
<td>Printer cartridge: Printer Canon MP230 Full set-2 bottles 1 color -511 1 black -510 Copy original Similar to HDT, Laser premium</td>
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<td>Printer cartridge: Toner for Hp Laser Jet 55A CE255A Copy original</td>
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<td>Printer cartridge: Toner for HP 2300 A10 Original</td>
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<td>Printer cartridge: HP COLOR LASER JET CP 5525-ORIGINAL-650A0 One set 4 colors as follows:650A BLACK650A RED650A YELLOW650A BLUE Original</td>
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<td>Photocopier toner: Photocopier ECOSTS/FS6530MFP/KYOCERA Original</td>
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<td>Photocopier toner: Photocopier Kyocera Taskalfa 3510i Original</td>
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<td>44</td>
<td>Photocopier toner: Toner for Konica Minolta bizhub jet 226 TN-116/TN-118 Copy original</td>
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<td>45</td>
<td>Photocopier toner: Photocopier Konica Minolta 226 Original</td>
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<td>3</td>
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<td>46</td>
<td>Photocopier toner: Photocopier DocuJet 4116 Original</td>
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<td>47</td>
<td>Photocopier toner: Photocopier DocuJet 4021 Original</td>
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<td>48</td>
<td>Photocopier toner: Photocopier Kyocera Taskalfa 221 Original</td>
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<td>49</td>
<td>Photocopier toner: Model Canon 2545 Original</td>
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<td>3</td>
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<td>50</td>
<td>Photocopier toner: Photocopier Canon IR3025N Copy original Similar to color point</td>
<td>EA</td>
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<tr>
<td>Item</td>
<td>Description</td>
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<td>51</td>
<td>Photocopy toner: Photocopy Kyocera TASKalfa 3252ci Full set-4 bottles 3 basic color (red, blue, yellow) 1 black Copy original Similar to color point</td>
<td>EA</td>
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<tr>
<td>52</td>
<td>Photocopy toner: Photocopy Kyocera TASKalfa 3010i Copy original Similar to color point</td>
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<tr>
<td>53</td>
<td>Photocopy toner: Photocopy Kyocera TASKalfa 6003i Copy original Similar to color point</td>
<td>EA</td>
<td>5</td>
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<tr>
<td>54</td>
<td>Photocopy toner: Photocopy Oki MC861 1 black and 1 Red Copy original Similar to color point</td>
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<td>2</td>
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<tr>
<td>55</td>
<td>Print head: Head printer Design printer HP Designjet T1100ps</td>
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<td>56</td>
<td>Print head: Head printer Design printer HP Designjet T790</td>
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<td>57</td>
<td>Photocopier drum: Photocopier Canon Image RUNNER 2520</td>
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<td>58</td>
<td>Photocopier drum: Photocopier Canon IR3025N</td>
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<td>59</td>
<td>Photocopier drum: Photocopier Kyocera TASKalfa 3252ci</td>
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<td>Photocopier drum: Photocopier Kyocera TASKalfa 3010i</td>
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Remarks:

- It is worth to mention that UNRWA will split the contract to more than one supplier in accordance to the lowest priced offer per each item.
- Incoterm: DAP, UNRWA Central Warehouses, Mezeh, Damascus-Syria.

Agnes Kariuki
Head, Field Procurement and Logistics Office

Valid Until: ___________ Date: ___________

Name of Bidding Company

Name and Title of Company Representative

Stamp of Bidding Company

Signature of Company Representative

This bid form can be sent to fax no. +963 11 6116581 before 25-June-2020 at 14:00 Hours Syrian Damascus local time to: The Bid Receipt Officer, UNRWA, Syria Field Office, Damascus, Syria, or by email at SAR-PROCUREMENT@UNRWA.ORG
Evaluation Criteria

Evaluation Criteria for supplying Toners for printers & photocopiers
Closing Date: 25-June-2020, at 14:00 Hours Syria, Damascus Local time

1. Evaluation Criteria

Bids submitted by the Vendors in response to this ITB will be evaluated according to UNRWA Procurement Manual following the evaluation methodology. "Lowest cost, technically and commercially acceptable" offer, i.e. the bid which substantially conforms to the requirements set forth in the solicitation documents and is evaluated to be the "best value for money".

2. Eligibility Criteria

Vendors MUST enclose the following mandatory documents in separate envelope.

A. Evidence of UNGM registration (Registration Number).
C. Valid bank account details.
D. Valid and updated trade licenses from country of business registration (2020) as follows:
   a. Chamber of commerce
   b. Industrial registration is preferable
E. The supplier should provide written evidence of being active, have been in Trade/business operations for at least three continuous years to be certified by Chamber of Commerce or Industrial registration.
F. The supplier should provide written evidence to confirm his business through dealing with institutions, companies or organizations.
G. The supplier should provide written evidence if he has being dealing with other UN agencies before if available.

Offers not meeting above eligibility criteria may not be considered for further evaluation.

3. Technical Criteria:

All toners must be in compliance with specification stated at Annex- B: “Specifications”.

4. Financial Evaluation:

(i) To assist in the examination, evaluation, comparison and post-qualification of the bids, UNRWA may, at its discretion, ask any bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by UNRWA shall not be considered. UNRWA’s request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by UNRWA in the Evaluation of the bids, in accordance with Instructions to Bidders.

(ii) UNRWA shall examine the Bid to confirm that all terms and conditions specified in the General Conditions for Goods (GCG) have been accepted by the Bidder without any material deviation or reservation.

(iii) UNRWA shall evaluate the technical aspects of the bid submitted in accordance with instructions to bidders, to confirm that all requirements, schedule of requirements of the bidding documents have been met without any material deviation or reservation.

(iv) If, after the examination of the terms and conditions and the technical evaluation, UNRWA determines that the bid is not substantially responsive in accordance with instructions to bidders, it shall reject the bid.

(v) UNRWA shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

(vi) To evaluate a bid, UNRWA shall only use all the factors, methodologies and criteria defined in Instructions to Bidders. No other criteria or methodology shall be permitted.

(vii) UNRWA’s evaluation of a bid will exclude and not take into account:
   a) Customs duties and other import taxes, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
   b) Any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

(viii) UNRWA’s evaluation of a bid may require the consideration of other factors, in addition to the bid price quoted in accordance with Instructions to bidders. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the goods and related services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in evaluation and qualification criteria. The factors, methodologies and criteria to be used shall be as specified in Instructions to bidders (Annex A).
SPECIAL CONDITIONS OF CONTRACT

ITB No # SFO.NFI.20.25

1) Your offer should be submitted in a sealed envelope and be sent by courier at Procurement Office at the address mentioned in (Annex A). The envelope should be marked ‘CONFIDENTIAL’ and it must be clearly labelled with the vendor’s name and Tender Number SFO.NFI.20.25, and tender closure date: 25-June-2020.

2) Please ensure your tender is received by us no later than 25-June-2020, 14:00 hour (Syria local time). Tenders will not be considered after this date and time.

3) UNRWA intends to use the funds it is likely to receive from various funding sources to eligible payments under the contract for which these bidding documents are issued.

4) Please note that UNRWA is not obliged to accept the lowest priced offer but the offer providing best value for money in accordance with laid down principles and polices in UNRWA Procurement Manual, and therefore, it is important that your bid should meet all the requirements of this document including technical specifications which are outlined in (Annex B).

5) UNRWA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

6) UNRWA will advise the successful tenderer as soon as contract award has been approved by all the parties.

7) Offers to be submitted in USD; however payments to the successful tenderer will be made in Syria Pounds, according to the ‘Foreign Exchange Quotation for preferential rate bulletin issued by the Syrian Central Bank on the date of receiving the pay order’s value from the bank.

8) In the event of a contract award, UNRWA shall award the contract to the bidder whose offer has been determined to be the lowest best technically compliant and commercially sound as per UNRWA Procurement Manual, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily.

9) Delivery terms: As mentioned in the BID Form (Annex B).

Page 27 of 61
10) Tenderers shall confirm their price validity for minimum 60 days from the tender closing date mentioned above.

11) UNRWA reserve the right to split award of the contracts or as found deemed fit in the interest of UNRWA.

12) Performance Bond: Awarded bidder may be asked to deposit a bank guarantee equal to 5% in USD or 10% in SYP of the total contract value in UNRWA’s bank account within four consecutive working days from the awarding date, this bank guarantee will be considered as performance bond, and must be valid during the contract period plus 30 days beyond, UNRWA reserves the right to extend the validity of performance bond till the contractor accomplishes his commitment for UNRWA.

13) All bidders must visit the below links in UNRWA’s website in relation to the below issues:
   - UNRWA Procurement Policy: https://www.unrwa.org/procurement/policy
   - UN Suppliers Code of Conduct: https://www.unrwa.org/procurement/suppliers
   - Message on UNRWA’s right to publish awarded contract details online:
     - https://www.unrwa.org/procurement/tenders

United Nations Relief & Works Agency (UNRWA)
(Attn. - Bid Receipt Officer)
Field Procurement and Logistics Office
(End of Mezzeh Autostrad/ Beirut Road Intersection)
Opposite Old Airport
P.O.Box II 4313
Damascus – SYRIA
Tel: 00963-11-6133035

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تعليمة خاصة بالمتقدم:

1. تقدم الالتزامات الطلبة أثناء جمع النجاح والذكورة في المنطق، Annex A إلى قسم المشتريات كالتالي:

UNMG
GM
A. التزام التجهيز
B. التزام التجهيز
C. معلومات إضافة
D. معلومات إضافية
E. محاضر
F. محاضر
G. محاضر
H. محاضر

- في حالة تتبع المطالبة المذكورة أعلاه ضمن ملف مسائل ومخلوط مع الوقت بأنه تم تزويدهم بالملف المحدد.
- يجب على التجهيز التعامل مع الأرامل والذكور في المنطق.
- يجب على التجهيز التعامل مع الأرامل والذكور في المنطق.
- ويفصل التجهيز عن الأذكار المذكورة أعلاه.

2. عقد معاهدة القرن الديموقراطية unauthorized [25] عربياً - 2020 الساعة 14:00 ظهراً بتوقيت مدينة

- يButtonTitles على القيمة المقدمة بعد هذا التاريخ لن تؤخذ بعد الاعتعاط.

3. عقد معاهدة القرن الديموقراطية unauthorized [25] عربياً - 2020 الساعة 14:00 ظهراً بتوقيت مدينة

- يButtonTitles على القيمة المقدمة بعد هذا التاريخ لن تؤخذ بعد الاعتعاط.

4. يتم تجهيز التجهيزات بدولة الخزام على أن يتم الترفع للجهات الذكورية بالمرجعية العربية للسورية "نسرة السياحة".

5. يتم تجهيز التجهيزات بدولة الخزام على أن يتم الترفع للجهات الذكورية بالمرجعية العربية للسورية "نسرة السياحة".

6. يتم تجهيز التجهيزات بدولة الخزام على أن يتم الترفع للجهات الذكورية بالمرجعية العربية للسورية "نسرة السياحة".

7. يتم تجهيز التجهيزات بدولة الخزام على أن يتم الترفع للجهات الذكورية بالمرجعية العربية للسورية "نسرة السياحة".

8. يتم تجهيز التجهيزات بدولة الخزام على أن يتم الترفع للجهات الذكورية بالمرجعية العربية للسورية "نسرة السياحة".

9. يتم تجهيز التجهيزات بدولة الخزام على أن يتم الترفع للجهات الذكورية بالمرجعية العربية للسورية "نسرة السياحة".

10. يتم تجهيز التجهيزات بدولة الخزام على أن يتم الترفع للجهات الذكورية بالمرجعية العربية للسورية "نسرة السياحة".

11. يتم تجهيز التجهيزات بدولة الخزام على أن يتم الترفع للجهات الذكورية بالمرجعية العربية للسوريه "نسرة السياحة".

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12) بالنسبة للتاجر الجديد والغير مسجل لدى الأونروا على تلبية استغلال التاجر المرفقة بالإضافة إلى السجل التجاري والأوراق المطلوبة الأخرى في الصفحة الأولى من المناقصة، ووضعتها مع السجل التجاري في ملف مستقل بالإضافة إلى ضرورة التسجيل الكترونياً بموقع UNGM، مع ملاحظة إمكانية الإسقاطة من www.unrwa.org/procurements/suppliers/registration/

Annex K تطبيقات التسجيل المدرجة في 

13) أما التاجر المسجل سابقًا و غير المسجلين في موقع UNGM، نود إعلامكم بصورة تحديد بياناتكم وأن التسجيل بموقع أعلاه إلزامي وأن الأوراق التي تتطلب أي عدد جديد في حال لم يتم تقديم رقم ثابت للتسجيل في هذا الموقع، مع ملاحظة إمكانية الإسقاطة من تطبيقات التسجيل المدرجة في 

14) قد يطلب من المعرض الذي يرغب بإرسال الطلبات إعداد كتابة مالية مصرفية بمبلغ مالي $ 65% بالدولار الأمريكي أو 10% بالمبلغ السؤائي من قيمة العقد في حساب الأونروا المصري خلال مدة امضاء أيام عمل منتظمة من تاريخ التسجيل، وتعتبر هذه القيمة المودعة بناءًا على كتابة ليبمان على الالتزام وتدفيق الأدلة، ويجب أن تكون متاحة خلال فترة العقد بالإضافة إلى 30 يوماً بعد ذلك، ولتوليد العقد في مكتب صلاحيات هيئة التدقيق المركزي على انتهاء الالتزامات الخاصة بالأوراق. 

15) لاستفسارات حول هذه المناقصة، الرجاء الاتصال بقسم التسجيل والإمداد على التالي: 11.9634 أو البريد الإلكتروني PPOsyr@UNRWA.ORG للموضوع 

(Annex A,B & C) 

ملحوظة: بالإضافة إلى المذكور أعلاه، تعتبر أيضًا قاعة المزود المتضررة تحت الملف رقم: 

ساري وسمتة لتحيا الراغبين بتقديم عرض لهذه المناقصة.
GENERAL CONDITIONS OF CONTRACT FOR GOODS

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

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

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

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

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

4. ASSIGNMENT; SUBCONTRACTING:

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

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

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

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

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

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

5. PURCHASE OF GOODS: To the extent that the Contract involves any purchase of goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to any purchases of goods under the Contract:

5.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the goods, and UNRWA shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. The Contractor shall provide to UNRWA such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any “INCOTERM” or similar trade term), the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to UNRWA in accordance with the terms of the Contract. Delivery of the goods shall not be deemed in itself as constituting acceptance of the goods by UNRWA.

5.2 INSPECTION OF THE GOODS: If the Contract provides that the goods may be inspected prior to delivery, the Contractor shall notify UNRWA when the goods are ready for pre-delivery inspection.

Notwithstanding any pre-delivery inspection, UNRWA or its designated inspection agents may also inspect the goods upon delivery in order to confirm that the goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNRWA or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.
5.3 PACKAGING OF THE GOODS: The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNRWA as well as such other information as is necessary for the correct handling and safe delivery of the goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

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

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

5.5.1 The goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship;

5.5.2 If the Contractor is not the original manufacturer of the goods, the Contractor shall provide UNRWA with the benefit of all manufacturers’ warranties in addition to any other warranties required to be provided under the Contract;

5.5.3 The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

5.5.4 The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

5.5.5 The goods are new and unused;

5.5.6 All warranties will remain fully valid following any delivery of the goods and for a period of not less than one (1) year following acceptance of the goods by UNRWA in accordance with the Contract;

5.5.7 During any period in which the Contractor’s warranties are effective, upon notice by UNRWA that the goods do not conform to the requirements of the
Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse UNRWA for the purchase price paid for the defective goods; and,

5.5.8 The Contractor shall remain responsive to the needs of UNRWA for any services that may be required in connection with any of the Contractor’s warranties under the Contract.

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

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

5.7.1 Provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by UNRWA; or,

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

5.7.3 Replace the goods with goods of equal or better quality; and,

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

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

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

6. INDEMNIFICATION:

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

6.1.1 allegations or claims that the possession of or use by UNRWA of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNRWA under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor’s published specifications therefore, 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 all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNRWA or any matter relating thereto, for which only UNRWA itself is authorized to assert and maintain. UNRWA shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

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

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

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

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

7. INSURANCE AND LIABILITY:

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

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

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

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

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

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

7.3 The Contractor’s liability policies shall also cover subcontractors and all defense costs and shall contain a standard “cross liability” clause.
7.4 The Contractor acknowledges and agrees that UNRWA accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

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

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

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

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

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

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

7.7 Except for any self-insurance program maintained by the Contractor and approved by UNRWA for purposes of fulfilling the Contractor’s requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNRWA. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNRWA with evidence, in the form of certificate of insurance or such other form as UNRWA may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNRWA reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 7.5.3, above, the Contractor shall promptly notify UNRWA concerning any cancellation or material change of insurance coverage required under the Contract.

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

8. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNRWA against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials
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, damage to, or degradation of the equipment that is beyond normal wear and tear.

10. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

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

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

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

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

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

12.4 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient 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 being 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) days’ notice in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 17 “Settlement of Disputes,” below, shall not be deemed to be a “cause” for or otherwise to be in itself a termination of the Contract.

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

14.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNRWA, the Contractor shall, except as may be directed by UNRWA in the notice of termination or otherwise in writing:
14.3.1 Take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

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

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

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

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

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

14.3.7 Complete performance of the work not terminated; and,

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

14.4 In the event of any termination of the Contract, UNRWA shall be entitled to obtain reasonable written accounting from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNRWA shall not be liable to pay the Contractor except for, but without prejudice to UNRWA’s rights under Article 15, those goods delivered and services provided to UNRWA in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor’s receipt of notice of termination from UNRWA or prior to the Contractor’s tendering of notice of termination to UNRWA.

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

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

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

14.5.3 The Contractor makes an assignment for the benefit of one or more of its creditors;
14.5.4 A Receiver is appointed on account of the insolvency of the Contractor;
14.5.5 The Contractor offers a settlement in lieu of bankruptcy or receivership; or,
14.5.6 UNRWA reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

14.6 Except as prohibited by law, the Contractor shall be bound to compensate UNRWA for all damages and costs, including, but not limited to, all costs incurred by UNRWA in any legal or non-legal proceedings, as a result of any of the events specified in Article 14.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNRWA of the occurrence of any of the events specified in Article 14.5, above, and shall provide UNRWA with any information pertinent thereto.

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

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

15.1 In case the Contractor fails to comply with any term of the Contract, the Contractor shall be liable for all damages sustained by UNRWA, and UNRWA may, after giving the Contractor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:
15.1.1 Procure all or part of the service or related goods from other sources;
15.1.2 Refuse to accept delivery of all or part of the services or related goods; or
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 goods from other sources, the costs of engaging in such procurement and reasonable expenses incurred for preserving and storing any rejected goods for the Contractor’s account. UNRWA may, without notice to the Contractor, apply to the payment of any such loss, damage or additional costs, by setoff or otherwise, all credits, claims or other amounts, whether or not related to the Contract, at any time owing by UNRWA to the Contractor.

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

15.3 The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver
by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract. All remedies afforded in the Contract shall be taken and construed as cumulative, i.e., in addition to every other remedy provided under the Contract and by law.

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

17. SETTLEMENT OF DISPUTES:

17.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek assistance of a neutral third person in their attempt to reach an amicable settlement in a process of conciliation or mediation, such process shall take place in accordance with the Optional Conciliation Rules of the Permanent Court of Arbitration in force at the date of commencement of conciliation or mediation, as the case may be, or according to such other procedure as may be agreed between the Parties in writing.

17.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of or relating to the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 17.1 above within sixty (60) days after receipt by one Party of the other Party’s written request for conciliation or mediation, shall be settled by arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration between International Organizations and Private Parties in force on the date of this Contract (the “PCA Arbitration Rules”). The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The appointing authority shall be designated by the Secretary-General of the Permanent Court of Arbitration following a written request submitted by either Party. The number of arbitrators shall be three, unless the Parties, in the interest of economy of proceedings, agree that there shall be one arbitrator. The place of arbitration shall be Amman, Jordan.

The language to be used in the arbitral proceedings shall be English. The arbitrators must be fluent in that language. The arbitral tribunal shall be empowered to take any measures it deems appropriate, including without limitation, ordering the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, ordering the termination of the Contract, or ordering that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to the PCA Arbitration Rules.
The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

19. TAX EXEMPTION:

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

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

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

21. MODIFICATIONS:

21.1 Only the Chief, Procurement and Logistics Division, or, for local contracts, the Field Office Director in each of UNRWA’s fields of operation, or such other contracting authority as UNRWA has made known to the Contractor in writing, possesses the authority to agree on behalf of UNRWA to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against UNRWA unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief, Procurement and Logistics Division, or the Field Office Director (for local contracts), or such other contracting authority.
21.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 21.1 above.

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

22. AUDITS AND INVESTIGATIONS:

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

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

23. LIMITATION ON ACTIONS:

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

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

24. ADDITIONAL WARRANTIES:

24.1 The Contractor represents and warrants that:

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

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

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

24.1.4 It shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and Controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are 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 banker’s guarantee from a bank acceptable to UNRWA in the form, amount and manner prescribed by UNRWA.

26. NOTICE AND OTHER FORMALITIES:

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

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

30. SEVERABILITY: If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Contract shall remain valid and be enforced to the fullest extent possible.
TENDER AND CONTRACT AWARD ACKNOWLEDGEMENT CERTIFICATE
"THIS ATTACHMENT MUST BE SIGNED AND SUBMITTED WITH THE BID"

A- In compliance with the ITB Instructions, General Conditions of Contract and special conditions of contract, we, the undersigned, offer to furnish some or all of the items quoted for, at the prices entered in the attached schedule, delivered to the destination specified therein.

B- We accept the terms and conditions set forth in the Instructions for Invitation to Bid (Annex A & F) and the following requirements have been noted and will be complied with where applicable:

(i) Incoterm: DAP-UNRWA central warehouses-Mezzeb-Damascus-Syria. That the currency of the quotation should be in USD or SYP. (See ITB Instructions, Section 3, Currency.)

(ii) We confirm that for any offer made where the delivery point is not as requested in the invitation to Bid, that UNRWA reserves the right to disregard the offer.

(iii) That, conditional offers cannot be accepted.

(iv) That standard packing against each item should be indicated. (See ITB Instructions, Section 3 "Packing")

(v) Show any discount being offered to UNRWA.

(vi) Insurance will be covered by UNRWA, unless otherwise specified.

(vii) UNRWA reserves the right, at its own discretion:

1) To award contract for a lesser or greater quantity than the total quantity Bid for.

2) To reject any or all bids and/or place the order with a supplier other than the lowest Bidder. (See ITB Instructions, Section 6.)

(viii) Successful Bidders who are awarded contracts will be notified by the receipt of the original purchase order and acknowledgment copy. In case of urgency, successful Bidder(s) may also be notified by fax.

(ix) Any samples requested, either with the Bid, or at a later date, will be in accordance with the specifications of the required item(s). Failure to comply with this may result in the Bid not being considered.

(x) We confirm that the validity of this offer is for 60 calendar days from the date of tender closure.

(xi) We agree to the terms and conditions set forth in the UNRWA General Conditions of Contract (Annex F).

(xii) If our bid is accepted, we commit to submit a performance security in accordance with instruction to bidder (Annex A).

(xiii) We agree with the above terms and conditions.
Company Name ................................ Place .............................. Signature --------------------------------

Print Name .............................. Title/Position ........................... Date ..............................

(A duly authorized company representative)
Please Note: All incoterms used are Incoterms 2010
ACKNOWLEDGEMENT

UNRWA established measurement criteria to evaluate suppliers’ responses against its ITB. Those suppliers who did not respond for the last three ITB without providing an explanation by responding to this acknowledgement or/and offered high prices against the last three ITB, will not be invited again to UNRWA future ITB and will be removed from UNRWA mailing list of approved suppliers.


Dear Sir,

We the undersigned acknowledge receipt of your invitation to Bid No. [SFO.NFI.20.25] of [25-June-2020] and hereby confirm that:

( ) We intend
( ) We do not intend

To submit a bid to UNRWA by the deadline date of [25-June-2020 at 14:00 hrs Damascus-Syria local time]

Very Truly Yours,

Name & Title of Authorized Representative: _______________________________
Signature: ___________________________________________________________________
Company Name & Address: ___________________________________________________________________
Telephone No.: ___________________________________________________________________
Facsimile 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 immediately via facsimile no. [+963-11-6116581] or via email: FPLOSyr@UNRWA.ORG

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## VENDOR PROFILE FORM

### Section 1: Company Details and General Information

1. Name of Company:  

2. Street Address:  
   - Postal Code:  
   - City:  
   - Country:  
   - P.O. Box and Mailing Address:  

3. Tel:  
4. Fax:  
5. Email:  
6. Company Website:  

7. Contact Name and Title:  

8. Parent Company (Full Legal Name):  

9. Subsidiaries, Associates and/or Overseas Representative(s) - (attach a list if necessary):  

10. Type of Business (Mark one only):  
   - Corporation/Limited  
   - Partnership  
   - Other (specify)  

11. Nature of Business:  
   - Manufacturer  
   - Authorized Agent  
   - Trader  
   - Consulting Company  
   - Other (specify)  

12. Year Established:  

13. Number of Full-time Employees:  

14. Country/State where registered and License no.:  

15. VAT No/Tax ID:  

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

17. Working Languages:  
   - English  
   - French  
   - Spanish  
   - Arabic  
   - Other (specify):  

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### Section 2: Financial Information

19. Annual Value of Total Sales (or, if not applicable, Revenues) for the last 3 Years:

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

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

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

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

22. Bank Account Number:  
IBAN (Europe and Middle East):  
CHIPS (US Only):  
Fed (US Only):  
ABA (US Only):  
BSB (Australia Only):  
Any other details:

23. Please provide a copy of the company’s most recent Annual or Audited Financial Report.

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

24. Quality Assurance Certification (e.g. ISO 9000 or equivalent) (Please provide a copy of your latest certificate):

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

26. For Goods only, do those offered for supply conform to National/International Quality Standards?

   - Yes:  
   - No:  

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

<table>
<thead>
<tr>
<th>UNSPSC code</th>
<th>UNSPSC Description (one line for each item)</th>
<th>National/International Quality Standard to which item conforms</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: For UNSPSC Codes, please go to United Nations Global Marketplace website (http://www.unmrc.org/link/Unspsc.aspx).

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### Section 4: Experience

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

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

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

### Section 5: Other

30. Does your Company have a written Statement of its Environmental Policy? (If yes, please attach a copy)

- Yes
- No

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

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

33. Certification: I, the undersigned, hereby warrant that the information provided in this form is true and correct, and in the event of changes details will be provided as soon as possible.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Functional Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
INSTRUCTIONS FOR COMPLETION

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

1. Full name of company.
2. Full street address.
3. Full mailing address (including P.O. Box, if any).
4. Telephone number, including correct country and area codes.
5. Fax number, including country and area codes.
6. E-mail address.
7. WWW Address.
8. Provide name of person (including title) or department to whom correspondence should be addressed.
9. Full legal name of parent company, if any.
10. Please provide, on a separate sheet if necessary, names and addresses of all subsidiaries, associates and overseas representatives if any.
11. Please tick one box. If the last box is ticked, please specify.
12. Please tick one box. If the last box is ticked, please specify. If the company is a manufacturer of some products and a trader/agent of others which they do not manufacture, both boxes should be ticked.
13. Indicate the year in which the organization was established under the name shown in Item 1.
14. Indicate the total number of full-time personnel in the company.
15. Provide the license number under which the company is registered, or the State where it is registered.
16. Provide the VAT number or Tax I.D. of the company.
17. Please tick the boxes for which languages the company is able to provide technical documents.
18. Please tick the boxes for which languages the company is able to work in.
19. Provide the total annual sales for the organization for the last 3 financial years in USD millions.
20. Provide the total export sales for the organization for the last 3 financial years in USD millions.
21. Provide the full name, address and SWIFT address of the bank used by the company.
22. Provide the company’s bank account number and the account name.
23. Please provide a copy of your most recent annual report or audited financial report.
24. List any Quality Assurance Certificates (e.g. ISO 9000 series) that have been issued to your company and provide a copy of the latest certificates.
25. List all countries where the company has local offices or representation.
26. Indicate whether the company’s products conform to national/international standards. If yes please attach copies of the certificates.
27. Please list up to 15 of the core goods/services offered. If available, provide the UNSPSC code (United Nations Standard Products and Services Code) and describe them according to the UNSPSC description. For each item, list the National/International Quality Standard to which it conforms.
28. Enter the name(s) of UN organizations which your company has dealt with recently. Provide the value and the year of the contract, the goods/services supplied and the country of destination of each contract. If you have had more than 7 of such contracts, please attach a separate sheet indicating the others. Documentary evidence of such contracts is required, e.g. copies of purchase orders. Organizations in the UN system are: UN (UNCTAD, UNDP, UNHCR, UNICEF, UNIFANA, UNIFPA, UNOPS, UNU, ILO, FAO, UNESCO, ICAO, WHO, WB, IMF, UPU, ITU, WMO, IMO, WDP, WIPO, IAPSO, FAO, UNIDO, IAEA, ITC, ICA, ECE, ECLAC, ESCAP, ESCWA.
29. List export markets, in particular, all developing countries to which your company has exported over the last 3 years.
30. The Earth Summit, held in Rio de Janeiro in 1992, emphasized the necessity to protect and renew the earth's limited resources. Agenda 21 was adopted by 178 governments and lays an emphasis for the UN to exercise leadership, i.e. towards promoting environmentally sensitive procurement policies for goods and services. Please indicate whether your company has a written statement of its Environmental Policy and, if so, please provide a copy.

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

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

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

### 1. Business Information

| 1.1. Name of Company                |                  |
| 1.2. Year established               |                  |
| 1.3. Form of Company                | Individual      |
|                                       | Partnership     |
|                                       | Corporation     |
|                                       | Other (specify) |
| 1.4. Trade Register                 |                  |
| 1.5. VAT Number                     |                  |
| 1.6. License Number (attach copy)   |                  |

### 2. Business Address

| 2.1. Address                       |                  |
| 2.2. Country                       |                  |
| 2.3. Telephone number (including country code) |          |
| 2.4. Email                         |                  |
| 2.5. Contact person                |                  |

Please attach the company organizational chart

### 3. Type of activity carried out by the company

- Manufacturer
- Authorized Agent
- Trader
- Other (Specify)

### 4. Indicate annual turnover US$:

<table>
<thead>
<tr>
<th>Description/Year</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Registration on UNGM

- Step 1: open the link (https://www.ungm.org/Vendor/Registration)
- Step 2: click on continue to register.

- Step 3: you have to insert the information as below then click continue to registration.
• Step 4: you have to insert the information as below then click create login (please save the password you will put cause you will need it in the future).

• Step 5: open your email and go to JUNK folder you will see as below an E-mail from UNGM open it
Step 6: When you open the E-mail from JUNK folder you will see as below the new number who create for the vendor and if you want to complete the basic information you have to click on the link who send it at the E-mail.
Performance Bond Form


Subject: Performance Bond

Invitation to bid No. ------------------ For the Supply of ------------------ for UNRWA

Gentlemen,

We have the honour to inform you that our establishment guarantees jointly and severally in your favour Messer's ------------------ for the amount of ------------------ for the good performance of the contract for the supply of ------------------

This unconditional guarantee shall remain valid and irrevocable and shall not be restricted, delayed or in any way encumbered by any dispute that may arise between us, The United Nations Relief and Works Agency for Palestine Refugees, and ------------------, or by any other reason, until ------------------

In the event of Messers ------------------ not fulfilling their obligations towards the said contract, we undertake to pay in cash to you upon your first demand and not withstanding any objections on the part of the said Messers ------------------ the Sum Of ------------------

For the execution of this guarantee, we elect domicile at our office in (Bank Address)

Yours faithfully,

Bank Name: ------------------
Annex M

UNRWA
Procurement and Logistics Department.
Procurement Section

Company/Supplier Name: ____________________________

Invitation Type: Invitation To Bid: SFO/NFI/20/25

Subject of Tender: (Toners for printers & photocopiers)

Date of Issue: 14/06/2020
Received by: ____________________________

Closure Date: 22/06/2020
Name: ____________________________

Tender Box Location: TOC (Procurement Office)
Receiving Date: ____________________________

Financial Offer Cover