Request for Quotation (RFQ/PS/KS/45/2019)

Date: 22/06/2020

Subject: Supply, delivery, installation and Commissioning two Turnstiles at UNRWA- HQ (A)

1. The United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA) hereby requests your price quotation for the item(s) specified in this Request for Quotation (RFQ), which consists of this document and the following annexes:

   - Annex A: Specifications/ Terms of References
   - Annex B: Evaluation Criteria
   - Annex C: Pricing Matrix /Quotation
   - Annex D: Instructions on the Mandatory Site Visit
   - Annex E: UNRWA General Conditions of Contract
   - Annex F: Instructions for UNGM Registration and Bid Submission

2. Quotations are required to be submitted to UNRWA in English, no later than 7 July 2020 at 1:00 PM (Amman Time) (the Closing Time), via the UNRWA e-tendering system (In-Tend).

3. Quotations received after the Closing Time may be considered or evaluated only in exceptional circumstances.

   **Validity of Quotations**

4. Your quotation shall be irrevocable and remain valid for acceptance for at least 90 calendar days, commencing on the Closing Time.

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

   **Request for clarifications**

6. For clarifications regarding this RFQ, please contact in writing the Procurement Section of the Central Support Services Division, UNRWA Headquarters Amman through e-mail to cssd@unrwa.org no later than 30 June 2020 at 1:00 PM (Amman Time). Please indicate the RFQ reference number in the subject line. Alternatively, clarifications exclusively in writing, via the Correspondence tab in the e-tendering module can be sent no later than 30 June 2020 at 1:00 PM (Amman Time). No communication, written or verbal, is allowed in connection with this RFQ, with any UNRWA staff members other than the Procurement Officers. Queries received after the above deadline may not be considered.

   **Bid Submission**

7. Bidders are required to complete, sign and submit Via INTEND in the English language, the following documents:
a. Technical offer
b. Commercial Offer

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

9. UNRWA will for this bid accept Bids submitted via its e-tendering system (In-TEND) by visiting the web address www.ungm.org. Submission of Offers by any other means (by hand/courier/email) will not be accepted.

**Evaluation Criteria and Contract Award**

10. All Quotations will be evaluated, and the Quotation which is technically compliant and offers the lowest price may be selected.

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

   7.1 Award separate or multiple Contracts for same or different elements covered by this RFQ in any combination it may deem appropriate, or only a portion of the requirements. If a Quotation is submitted on an "all or none" basis, it should be clearly stated as such;

   7.2 Reject any or all Quotations received in response to this RFQ and negotiate with any of the Bidders in any manner deemed to be in the best interest of UNRWA;

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

12. In exceptional situations, UNRWA may cancel this RFQ through a written notification to all Bidders.

**Notice of Award**

13. The selected Bidder(s) will be notified in writing that UNRWA considers an award of the Contract. No legal obligation exists until the issuance and signature of a Contract or Purchase Order (PO) by UNRWA.

14. Unsuccessful Bidders will be notified in writing. UNRWA has the right to retain unsuccessful Quotations. Unsuccessful Bidders having questions about the name of the selected Bidder(s), the Contract/Purchase Order value(s), or the reasons for the non-selection of the Quotation, may contact the procurement Officer through In-Tend within 10 business days from notification.

15. Any Contract or Purchase Order entered into with the successful Bidder will be subject to the UNRWA General Conditions of Contract (UNGCC). You may find the UNGCC for the provision of Goods and Services at in Annex E of this RFQ. A Draft Form of Contract may also be included in this RFQ. By submitting a Quotation, the Bidder confirms that it has accessed, read, understood, agreed and accepted the UNGCC and the Draft Form of Contract if applicable and if provided herein.

**Commercial Instructions**

16. Bidders shall provide all the required information as detailed in Annex A, in accordance with the following terms:

**Payment Terms**

17. The standard UNRWA terms of payment are net 30 calendar days following satisfactory delivery of goods, performance of services and the submission of an invoice, whichever is later. Payment for any goods or services by UNRWA shall not be deemed an acceptance of the goods or services. The provisions of Incoterms 2010 shall apply to any delivery terms specified in this RFQ.
18. UNRWA policy is to preclude advance payments or payment by Letters of Credit. Such provisions in a Quotation will be prejudicial to its evaluation by UNRWA.

**Currency**

19. Prices must be quoted in **USD Dollars**. No other currencies will be accepted for this tender and the bids that will be quoted in other currencies will be rejected.

20. The Contract/Purchase Order, Bidder's invoices and UNRWA payments will be made in the currency as originally quoted by the Bidder in their Quotation.

**Price**

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

**Liquidated Damages**

22. If the Bidder fails to supply specified goods/services within the lead time to be stipulated in the Contract or in the Purchase Order, for any reason other than the UNRWA act or omission, UNRWA deduct as a liquidated damages, a sum equivalent to 0.5% of the value of the Contract /purchase Order for each business day of delay until actual delivery, up to a maximum deduction of 10% of the total contract/Purchase Order value; all without prejudices to any other remedies available to UNRWA.

23. A maximum grace period of 7 (seven) business days may be permitted. However, if the delivery is not completed within the grace-period, liquidated damages will apply from the day immediately following the required delivery date. Said amount is agreed to be a reasonable estimation of the damages which UNRWA will sustain, without having required proving the actual damage.

**Miscellaneous**

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

25. Bidders shall bear any and all costs and expenses related to the preparation and/or submission of a Quotation, regardless of whether the Bidder's Quotation is selected or not.

**Vendor Registration and update of information**

27. By submitting a Quotation, the Bidder confirms that he/she has accessed, read, understood and agrees to comply with the UN Supplier Code of Conduct, which, amongst others, prohibits collusive bidding, anti-competitive conduct, improper assistance and corrupt practices. Bidders should refer to the UN Supplier Code of Conduct at: www.unrwa.org/sites/default/files/un_supplier_code_of_conduct_dec_2017.pdf

Collusive Bidding and anti-competitive Conduct

28. Bidders and their employees, officers, advisers, agent or subcontractors must not engage in any collusive bidding or other anti-competitive conduct, or any other similar conduct, in relation to:
   - The preparation or submission of Bids,
   - The clarification of Bids, and
   - The conduct and content of negotiations, including final contract negotiations, in respect of this ITB or procurement process, or any other procurement process being conducted by UNRWA in respect of any of its requirements.

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

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

Improper Assistance

29. 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.

30. 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 RFQ 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 RFQ was an employee of UNRWA personally engaged, directly or indirectly, in the planning or performance of the requirement, project or activity to which this RFQ relates, or
   - at any time, was an employee of UNRWA involved, directly or indirectly, in the preparation of this ITB including any earlier versions or the management of this procurement process.
Corrupt and Fraudulent Practices

31. UNRWA requires that all suppliers observe the highest standard of ethics during procurement and execution of work. Pursuant to this policy, UNRWA defines the terms set forth as follows:
   i. Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution of a contract;
   ii. Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among suppliers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition.

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

Unethical Behaviour

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

Zero Tolerance policy on Gifts and Hospitality

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

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

Conflict of Interest

36. 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.

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

Global Compact

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

Local Taxes

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

All UNRWA imports are exempted from customs and taxes up to zero limits, the contractor will be furnished with an exemption letter (upon request) for all items consumed in the project, noting that the contractors are not exempted from income tax

**Independent Price Determination**

40. Consistent with the UN Supplier Code of Conduct, by submitting a Quotation, the Bidder certified that:

40.1. the prices offered in the Quotation have been arrived at independently, without any consultation, communication, or agreement in any manner that would result in restriction of competition with any other Bidder or competitor relating to (a) those prices, (b) the intention to submit a Quotation, and/or (c) the methods or factors used to calculate the prices offered;

40.2. the prices in the Quotation have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before UNRWA issues an award under this solicitation; and

40.3. no attempt has been made or will be made by the Bidder to induce any other entity to submit or not to submit a Quotation for the purpose of restricting competition.

Failure to comply with the above Independent Price Determination provisions shall result in the rejection of the Quotation(s). In addition, UNRWA reserves the right to exercise any other rights and remedies available to it.

41. The procurement of goods and/or services by UNRWA shall be in compliance with Security Council resolutions, and the rules, regulations and policies promulgated by the United Nations’ principal organs.

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

[Signature]

Julius Birungi
Head, Procurement Section (Engineering and Services)
ANNEX A: TERMS OF REFERENCE

Supply, delivery, installation and commissioning two Turnstiles at UNRWA – HQ Amman

1. BACKGROUND

The United Nations General Assembly adopted resolution No. 302 (IV) on 8 December 1949 creating the United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA) in response to the plight of nearly three quarters of a million Palestinians who became refugees in the aftermath of the 1948 Arab-Israeli war.

UNRWA provides basic education, health services, relief and social services and microfinance and microenterprise services and carries out infrastructure and camp improvement projects for more than 5.5 million Palestine refugees in Jordan, Syria, Lebanon, the West Bank and Gaza Strip.

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

UNRWA Headquarters based at Amman Jordan is seeking for competent and qualified manufacturers / distributors / Suppliers for the supply, installation, commissioning of two turnstiles. The successful company will also provide training to the users of the turnstiles.

2. Project Description

Supply, delivery, installation and commissioning two turnstiles at UNRWA - (HQA-SFD)

Product Description
Full Height Turnstile

3. Technical Specifications and Business Requirements

3.1 Function Specifications:
   a) Both directions can be set as controlled mode or free mode.
   b) Turnstiles need to be able to allow for one way crowd-flow with optional reversing of crowd-flow.
   c) Mechanical mechanisms preferred with optional electrical controls.
   d) Normal Open (NO) mode and Normal Close (NC) mode can be switched over by users easily & freely.
   e) Self-recovery function: The machine will recover automatically with invalid counting if passage is not completed within pre-set time (5 seconds default, adjustable by software).
   f) With interface of relay switch (the dry contact signal or +12V electrical level signal or DC12V pulse signal of pulse width ≥ 100ms, driving current ≥ 10mA), compatible with all kinds of access controllers.
   g) For emergency case, the turnstile should be released electrically and manually.

3.2 Suggested Framework Specifications:
   a) Framework: 304 (Standard) / 316 grade stainless steel
   b) Thickness of Ply: 1.5mm (Standard) / 2.0mm
   c) Finishing: Brushed surface (Standard) / Polishing surface
   d) Arm Length: 500~700mm (larger up to 150mm for wheel chair access preferred)
   e) Arm Diameter: 38mm (Standard) / 48mm
   f) Max Tolerance of Arm: 30kg (more preferred)
   g) Driving Force of Arm: 3kg
3.3 **Electric Specifications:**

a) Power Voltage: AC220V / AC85~230V  
b) Operation Voltage: DC24V  
c) Operation Current: 3A / 5A (Max)  
d) Driving Motor: Brushless DC motor  
e) Communication Interface: RS485 (1CH) / RS232 (3CH); Available to CAN BUS and Ethernet (Optional)  
f) Control I/O: Relay Out (6CH) / Level Input (4CH)  
g) Transit Speed: 20~35 passage / minute  
h) Temperature: -20C~60C  
i) Work Environment: Outdoor  
j) Traffic-light Indication

3.4 **Customized Features:**

a) Alternative Materials, Finishes and Custom Design  
b) Access control System Integration  
c) Ticket System Integration  
d) Camera System Integration  
e) Thermostat System Integration  
f) Remote-Controlled Button  
g) Usage Counters  
h) Waterproof and Dustproof Design: IP55 for mechanical module, IP65 for electric module  
i) Sample photo of the Revolving Door:
# Front Gate Turnstiles

## No. 1

<table>
<thead>
<tr>
<th>Description</th>
<th>Features &amp; Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Dimension, Width 1400mm Height 2 250mm</td>
<td>1. 304 stainless steel.</td>
</tr>
<tr>
<td>2. Unlock time: 0.2s.</td>
<td>2. Steel cut by laser.</td>
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<tr>
<td>5. Input voltage: 220V, 50HZ;</td>
<td>5. Slot-made before steel folded;</td>
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<tr>
<td>6. Magnetic driving voltage: 24v</td>
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<td>7. Environment temp: -25~+70;</td>
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<tr>
<td>8. Max power consumption: 60w</td>
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<tr>
<td>9. Input: dry contact, 12v pulse;</td>
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<tr>
<td>10. Weight: 300 kgs</td>
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</table>

## No. 2

<table>
<thead>
<tr>
<th>Description</th>
<th>Features &amp; Benefits</th>
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</thead>
<tbody>
<tr>
<td>1. Dimension, Width 1 430mm wide X 2 250mm high</td>
<td>1. 304 stainless steel;</td>
</tr>
<tr>
<td>2. Unlock time: 0.2s;</td>
<td>2. Steel cut by laser;</td>
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<tr>
<td>3. Pass capacity: 25 person /min</td>
<td>3. The least welding portion polished properly;</td>
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<tr>
<td>4. Walkway width: ≤ 1.5m</td>
<td>4. Original finish kept;</td>
</tr>
<tr>
<td>5. Input voltage: 220V, 50HZ;</td>
<td>5. Slot-made before steel folded;</td>
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<tr>
<td>6. Magnetic driving voltage: 24v</td>
<td></td>
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<tr>
<td>7. Environment temp: -25~+70;</td>
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<tr>
<td>10. Weight: 300 kgs</td>
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</table>
# ANNEX B: EVALUATION CRITERIA

## (Evaluation Checklist of Vendors Capability)

<table>
<thead>
<tr>
<th>S/No</th>
<th>Description of the evaluation criteria</th>
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</table>
| 1.   | **Delivery** - Vendor's delivery schedule demonstrates ability to Supply, Delivery and Install Turnstiles within maximum 8 weeks after receipt of a fully signed Purchase Order/Signing the Contract to Delivered at Place UNRWA HQ Bayader Wadi Seer, Amman Jordan (INCOTERMS 2010)  
I will supply, Delivery and Install two Turnstiles for UNRWA HQ Amman in _____ weeks after receiving a fully signed order. |
|      | Name: __________________________ Signature __________________________ |
4. **Experience of the Project/Contract Manager:** Contract Manager for orders processing with minimum 3 years of experience in similar or related projects

I confirm that I have attached the **Curriculum Vita (CV)** of the proposed Contract / Project Manager

Attached the requested documents ☐ Not attached ☐

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

5. **Three Documented evidence/certificate of satisfactory completion** from independent (not affiliated) past clients for the supply, installation of two Turnstiles. Attach two evidence of your satisfactory completion in form of Recommendation letters, Completion certificates, copies of the contract, etc (Contact details to provided)

<table>
<thead>
<tr>
<th>Name of Organisation</th>
<th>Name of contact Person</th>
<th>Capacity of Turnstiles Installed</th>
<th>Email/ Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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I confirm that I have attached the required evidence (Minimum 3)

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

6. **Vendor Profile Form:** Vendor to fill the required information contained in **Appendix 2** and submit the form as part of your offer.

Tick appropriately

☐ I have fill and attached the requested information on Appendix 2

☐ I haven’t fill or attached the requested information on Appendix 2

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

7. **Warranty:** The Turnstiles I will supply will have a warranty of minimum 3 years from date of commissioning against manufacture defects and I confirm that in the event that the supplied Turnstiles are found on delivery to be defective, damaged or not meeting the specifications, I will supply the replacement one within a period of 30 days at no additional cost and will bear the cost of taking back the defective machine also in case of defect occur during the warranty period. I will repair the turnstile at my cost within a period of 10 days maximum when called upon

**Please Tick one**

Accept ☐ I do not accept ☐

The Turnstiles I will supply will have a minimum of -------- year’s warranty.

Name: ---------------------------------- Signature:----------------------------------
8. **Installation, Maintenance, after sale care and other Services**

I confirm that I have the capacity to offer the following services alongside with the machine

<table>
<thead>
<tr>
<th>Service type</th>
<th>Tick accordingly</th>
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<tbody>
<tr>
<td>1. Full on-site installation including timetable and planning, with clear</td>
<td></td>
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<tr>
<td>indication of mobilization</td>
<td>Yes</td>
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<tr>
<td>2. After sales care</td>
<td>No</td>
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</table>

Please attach the timetable and detailed planning for installation. This must be attached to your technical offer

9. **Site Visit Attendance:**

I confirm that our Company Representative has attend the site Visit for Tender

**RFQ/PS/KS/45/2019: Supply, delivery, installation and Commissioning of Two Turnstiles at UNRWA – HQ – Amman**

Dated: 29 June 2020 at 10:00 Am

Representative Name: _______________________________________________________

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

**Compliance with Specifications:** Indicate whether the proposed Supply and install two turnstiles you intend to supply comply with the specifications as listed below. For each specification, Tick **Yes comply** if your materials comply with specifications (TOR Annex A) or **No doesn’t comply** in case of Non-compliance with specifications (TOR Annex A), you are to write your alternative or justification if there is one. **These will be used to establish compliance with specifications.**

<table>
<thead>
<tr>
<th>Specifications</th>
<th><strong>Tick for Yes or No accordingly</strong></th>
<th><strong>Comments</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tick for Yes or No accordingly</strong></td>
<td><strong>Yes/Comply</strong></td>
<td><strong>No/Do not Comply</strong></td>
</tr>
<tr>
<td><strong>Specifications</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. <strong>Function Specifications</strong></td>
<td></td>
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<tr>
<td>a. Both directions can be set as controlled mode or free mode.</td>
<td>❌</td>
<td>❌</td>
</tr>
<tr>
<td>b. The Turnstiles I will supply will be able to allow for one way crowd-flow with an optional reversing of crowd-flow.</td>
<td>❌</td>
<td>❌</td>
</tr>
<tr>
<td>c. Normal Open (NO) mode &amp; Normal Close (NC) mode can be switched over by users easily &amp; freely.</td>
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<td><strong>d.</strong> Self-recovery function: The machine will recover automatically with invalid counting if passage is not completed within pre-set time (5 seconds default, adjustable by software).</td>
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<tr>
<td><strong>e.</strong> With interface of relay switch (the dry contact signal or +12V electrical level signal or DC12V pulse signal of pulse width ≥ 100ms, driving current ≥ 10mA), compatible with all kinds of access controllers.</td>
<td></td>
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<tr>
<td><strong>f.</strong> For emergency case, the turnstile should be released electrically and manually</td>
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2. **Suggested Framework Specifications**

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<tbody>
<tr>
<td><strong>a.</strong> Framework: 304 (Standard) / 316 grade stainless steel or equivalent</td>
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<tr>
<td><strong>b.</strong> Thickness of Ply: Min 1.5mm (Standard) / 2.0mm</td>
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<td><strong>c.</strong> Finishing: Brushed surface (Standard) / Polishing surface</td>
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<td><strong>d.</strong> Arm Length: 500~700mm (larger up to 150mm for wheel chair access preferred)</td>
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<td><strong>e.</strong> Arm Diameter: 38mm (Standard) / 48mm</td>
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<tr>
<td><strong>f.</strong> Max Tolerance of Arm: 30kg (more preferred)</td>
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<tr>
<td><strong>g.</strong> Driving Force of Arm: 3kg</td>
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3. **Electric Specifications**

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<tr>
<td><strong>a.</strong> Power Voltage: AC220V / AC85~230V</td>
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</tr>
<tr>
<td><strong>b.</strong> Operation Voltage: DC24V</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>c.</strong> Operation Current: 3A / 5A (Max)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>d.</strong> Driving Motor: Brushless DC motor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Communication Interface: RS485 (1CH) / RS232 (3CH); Available to CAN BUS and Ethernet (Optional)

### Control I/O: Relay Out (6CH) / Level Input (4CH)

### Transit Speed: 20~35 passage / minute

### Temperature: -20C~60C

### Work Environment: Outdoor

### Traffic-light Indication

### Customized Features

a. Alternative Materials, Finishes and Custom Design

b. Access control System Integration

c. Camera System Integration

d. Thermostat System Integration

e. Remote-Controlled Button

f. Usage Counters

g. Waterproof and Dustproof Design: IP55 for mechanical module, IP65 for electric module or equivalent

### Turnstiles Description

1. Front Gate Turnstile 1 No

<table>
<thead>
<tr>
<th>Description</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dimension, Width 1400mm Height 2 250mm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unlock time: 0.2s.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pass capacity: 25 person /min</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walkway width: ≤ 1.5m</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Input voltage: 220V, 50HZ</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Magnetic driving voltage: 24v</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Environment temp: -25~+70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Max power consumption: 60w</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td><strong>a.</strong></td>
<td>Input: dry contact, 12v pulse</td>
<td></td>
</tr>
<tr>
<td><strong>b.</strong></td>
<td>Weight: 300 kgs</td>
<td></td>
</tr>
<tr>
<td><strong>1. Rear Gate Turnstile 2 No</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>a.</strong></td>
<td>Dimension, Width 1430mm Height 250mm</td>
<td></td>
</tr>
<tr>
<td><strong>b.</strong></td>
<td>Unlock time: 0.2s</td>
<td></td>
</tr>
<tr>
<td><strong>c.</strong></td>
<td>Pass capacity: 25 person /min</td>
<td></td>
</tr>
<tr>
<td><strong>d.</strong></td>
<td>Walkway width: ≤ 1.5m</td>
<td></td>
</tr>
<tr>
<td><strong>e.</strong></td>
<td>Input voltage: 220V, 50HZ</td>
<td></td>
</tr>
<tr>
<td><strong>f.</strong></td>
<td>Magnetic driving voltage: 24v</td>
<td></td>
</tr>
<tr>
<td><strong>g.</strong></td>
<td>Environment temp: -25~+70</td>
<td></td>
</tr>
<tr>
<td><strong>h.</strong></td>
<td>Max power consumption: 60w</td>
<td></td>
</tr>
<tr>
<td><strong>i.</strong></td>
<td>Input: dry contact, 12v pulse</td>
<td></td>
</tr>
<tr>
<td><strong>j.</strong></td>
<td>Weight: 300 kgs</td>
<td></td>
</tr>
</tbody>
</table>

*PLEASE ATTACH PRODUCT DESCRIPTION AND TECHNICAL SPECIFICATIONS OF YOUR PROPOSED MACHINE in FORM OF A CATALOGUE, BROCHURE or any PRODUCT SPECIFICATIONS TO JUSTIFY YOUR CONFIRMATION*
APPENDIX 1

FORMAT FOR CORPORATE BACKGROUND

Summary Information: Single page summary listing of basic information on the firm, including the following:

a) Information on main office (firm as a whole):

b) Firm Name (Legal Name)

c) Address

d) Telephone

e) Email

f) Legal representative (President / Director / Head of Office / Senior Partner), one name

g) Lead Point of Contact for this Contract (name, telephone, fax and e-mail)

h) Year firm was established (firm is required to have been in similar or related business at least for 3 years)

i) Other relevant corporate information
## APPENDIX 2
**Vendor profile form**

### Section 1: Company Details and General Information

1. Name of Company:  

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

3. P.O. Box and Mailing Address:  

4. Tel: (+ )  

5. Fax: (+ )  

6. Email:  

7. WWW Address:  

8. Contact Name and Title:  

9. Parent Company (Full legal Name):  

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

11. Type of Business (Mark one only) (Please attach the company organizational chart):  
   - Individual:  
   - Partnership:  
   - Corporate/Limited:  
   - Other (specify):  

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

13. Year Established:  

14. Number of Full-time Employees:  

15. Licence no. (Please attach a copy) /State where registered:  

16. VAT No. /Tax I.D:  

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

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

### Section 2: Financial Information

19. Annual Value of Total Sales for the last 3 Years:  
   - Year 1: USD million  
   - Year 2: USD million  
   - Year 3: USD million  

20. Annual Value of Export Sales for the last 3 Years:  
   - Year 1: USD million  
   - Year 2: USD million  
   - Year 3: USD million  

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

22. Bank Account Number:  
   - 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? If yes which standard
   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>
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<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

### Section 4: Experience

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

<table>
<thead>
<tr>
<th>Organization:</th>
<th>Value:</th>
<th>Year:</th>
<th>Goods/Services Supplied:</th>
<th>Destination:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>USD</td>
<td></td>
<td></td>
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<td></td>
<td>USD</td>
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</tr>
<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 accept the basic UN General Conditions, a copy of which has been provided to me and warrant that the information provided in this form is correct, and in the event of changes details will be provided as soon as possible:

   Name [ ] Functional Title [ ]

   Signature [ ] Date [ ]

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

INSTRUCTIONS FOR COMPLETION

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

1. Full name of company.
2. Full street address.
3. Full mailing address (including P.O. Box, if any).
4. Telephone number, including correct country and area codes.
5. Fax number, including country and area codes.
6. Email address.
7. WWW Address.
8. Provide name of person (including title) or department to whom correspondence should be addressed.
9. Full legal name of parent company, if any.
10. Please provide, on a separate sheet if necessary, names and addresses of all subsidiaries, associates and overseas representatives if any.
11. Please tick one box. If the last box is ticked, please specify.
12. Please tick one box. If the last box is ticked, please specify. If the company is a manufacturer of some products and a trader/agent of others which they do not manufacture, both boxes should be ticked.
13. Indicate the year in which the organization was established under the name shown in Item 1.
14. Indicate the total number of full-time personnel in the company.
15. Provide the license number under which the company is registered, or the State where it is registered.
16. Provide the VAT number or Tax I.D. of the company.
17. Please tick the boxes for which languages the company is able to provide technical documents.
18. Please tick the boxes for which languages the company is able to work in.
19. Provide the total annual sales for the organization for the last 3 financial years in USD millions.
20. Provide the total export sales for the organization for the last 3 financial years in USD millions.
21. Provide the full name, address and SWIFT address of the bank used by the company.
22. Provide the company's bank account number and the account name.
23. Please provide a copy of your most recent annual report or audited financial report.
24. List any Quality Assurance Certificates (e.g. ISO 9000 series) that have been issued to your company and provide a copy of the latest certificates.
25. List all countries where the company has local offices or representation.
26. Indicate whether the company's products conform to national/international standards. If yes please attach copies of the certificates.
27. Please list up to 15 of the core goods/services offered. If available, provide the 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; UNEP; UNCHS(Habitat); UNICEF; UNDP; WFP; UNHCR; UNRWA; UNFPA; UNOPS; UNU; ILO; FAO; UNESCO; ICAO; WHO; WB; IMF; IPU; ITU; WMO; IMO; WTO; WIPO; IAPSO; IFAD; UNIDO; IAEA; ITC; ECA; 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, emphasised the necessity to protect and renew the earth's limited resources. Agenda 21 was adopted by 178 governments and lays an emphasis for the UN to exercise leadership, i.e. towards promoting environmental sensitive procurement policies for goods and services. Please indicate whether your company has a written statement of its Environmental Policy and, if so, please provide a copy.
31. List all disputes with UN organizations 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.

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.
# Annex C - PRICING MATRIX
**(RFQ/PS/KS/45/2019)**

**Supply, delivery, installation and Commissioning of two Turnstiles at UNRWA – HQ – Amman**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit of measure</th>
<th>Quantity</th>
<th>Unit Price USD</th>
<th>Total Price USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Carefully remove the existing Turnstile and handover to Security Section</td>
<td>Lumpsum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Supply, install and commission the Front Gate Turnstile No.1 as fully described in the terms of reference</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Supply, install and commission the Front Gate Turnstile No.2 as fully described in the terms of reference</td>
<td>No.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total**

- The above prices should include supply, delivery, installation and commissioning of two turnstiles at DAP UNRWA HQ(A) incoterms 2010.
- Delivery period:
ANNEX D - INSTRUCTION ON THE MANDATORY SITE VISIT

Mandatory Site Visit
Request for Quotation RFQ/PS/KS/45/2019 Supply, delivery, installation and Commissioning of two Turnstiles at UNRWA – HQ – Amman

Date and address:
29 June 2020 at 10:00 AM – At UNRWA HQA/ Bayader Wadi Seer, Industrial Street, Building #:136

Purpose:
Due to the nature of the scope of work and in light of the importance of the planned contract(s), UNRWA wishes to ensure that all aspects of the tender documentation are understood and that the proposals are submitted in accordance with the stated requirements by the due date. The purpose of this site visit is explain this important requirement and to answer questions that the prospective bidders may have.

NOTE: Participation in the Site Visit is mandatory and a pre-requisite for submitting a bid, i.e. bids will not be accepted from Vendors who did not attend bidders site Visit.

Process:
1) The vendor must confirm the intent to participate in the Site Visit latest by , by sending the attached form below by email, to cssd@unrwa.org with a copy to Mr. Julius Birungi, (l.birungi@unrwa.org) and Ms. Khawla Sheikh Ali (k.sheikhali@unrwa.org)

2) Vendors are strongly advised to allow themselves sufficient time to obtain security clearance and pass at the UNRWA security gate, and attend the site visits starting from 10 a.m.

3) Valid ID or passport is required to obtain security pass.
CONFIRMATION FORM

CONFIRMATION to UNRWA by email to cssd@unrwa.org with a copy to Mr. Julius Birungi (j.birungi@unrwa.org) Ms. Khawla Sheikh Ali (k.sheikhali@unrwa.org)

Mandatory Site Visit

Request for Quotation RFO/PS/KS/45/2019 Supply, delivery, installation and Commissioning of two Turnstiles at UNRWA – HQ-Amman

Date and address:

29 June 2020 at 10:00 AM – At UNRWA HQA/ Bayader Wadi Seer, Industrial Street, Building #:136

Company name: ______________________________

UNGM Vendor registration No.: ____________

Representative’s name and signature: ______________________________

Our Company intends to attend the site visit

We confirm that the company’s following representatives will participate in the tender’s mandatory Site Visit (Maximum 2 persons from each company are allowed):

(1) Representative’s first name: ______________ last name: __________________________

Email or Fax: _______________________________________ Tel.: ___________________________

Company name: ____________________________ *Passport No./ ID number : ____________________________

(2) Representative’s first name: ______________ last name: __________________________

Email or Fax: _______________________________________ Tel.: ___________________________

Company name: ____________________________ *Passport No./ ID number : ____________________________

*Representative’s Passport /ID No. required for Security Check by UNRWA Security Staff
1. **EFFECTIVE DATE:** This Contract shall be effective when signed by the Parties. The Contract constitutes a contract between the Parties, the rights and obligations of which shall be governed solely by the terms and conditions of the Contract, including these General Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNRWA shall:

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

4.7.2 when within UNRWA premises or on UNRWA property, display such identification as may be approved and furnished by UNRWA security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNRWA for cancellation.

8 Not less than one working day after learning that any of Contractor's personnel who have access to any UNRWA premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNRWA about the particulars of the charges then known and shall continue to inform UNRWA concerning all substantial developments regarding the disposition of such charges.

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

5. ASSIGNMENT; SUBCONTRACTING:

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

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

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

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

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

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

6. INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

7. INSURANCE AND LIABILITY:

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

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

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

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

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

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

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

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

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

7.5.1 name UNRWA as an additional insured under the
liability policies, including, if required, as a
separate endorsement under the policy; and,
7.5.2 include a waiver of subrogation of the Contractor’s insurance carrier’s rights against UNRWA; and,

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

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

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

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

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

8. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNRWA against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNRWA.

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

10. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

10.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, 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 immunity 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 MAJEUORE; 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 occurrences of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

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

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

14. TERMINATION:

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

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

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

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

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

17. SETTLEMENT OF DISPUTES:

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

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

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

19. TAX EXEMPTION:

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

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

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

21. MODIFICATIONS:

21.1 Only the Chief, Procurement and Logistics Division, or, for local contracts, the Field Office Director in each of UNRWA’s fields of operation, or such other contracting authority as UNRWA has made known to the Contractor in writing, possesses the authority to agree on behalf of UNRWA to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, 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 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 wait the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.
24. ADDITIONAL WARRANTIES:

24.1 The Contractor represents and warrants that:

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

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

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

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

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

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

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

26. NOTICE AND OTHER FORMALITIES:

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

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

27. SEVERABILITY: If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Contract shall remain valid and be enforced to the fullest extent possible.
UNRWA’s e-tendering system, In-tend is integrated with the United Nations Global Marketplace portal (www.ungm.org). Please find instructions on how to register your company and how to access the tender documentation. For further assistance, please contact UNGM at registry@ungm.org or use the Help Button on the UNGM site.

**STEP 1: CREATION OF YOUR UNGM ACCOUNT**

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

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Read the explanation about UNGM vendor registration process and click on the button ‘Continue to registration’.
Accept the **UN Supplier Code of Conduct** by ticking the corresponding box, introduce your company details and click on the ‘Continue to registration’ button.

**UN Supplier Code of Conduct**

The values enshrined in the **United Nations Charter**—respect for fundamental human rights, social justice and human dignity, and the equality of men and women—are the foundation of the UN Supplier Code of Conduct. Vendors to the United Nations are expected to uphold and promote these values. The Supplier Code of Conduct deals with labor, human rights, environmental awareness, bribery and corruption. It specifically refers to the issues of child labour, health and safety of workers, gifts and hospitality, and employment of local staff.

To register your company’s interest in doing business with the United Nations, you are required to accept the UN Supplier Code of Conduct. The Supplier Code of Conduct must be accepted by an official with the authority to do so, as this acceptance commits the company to the context of the Code of Conduct and the promotion of the enshrined values.

Please read and accept the **UN Supplier Code of Conduct**.

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**Supplier Code of Conduct Acceptance**

- **Company name**
- **Country/region**
- **Name of a person official**
- **Authority name**
- **Summary**
- **How did you hear about UN4GTM?**

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**Complete your login details and click on the ‘Create login’ button.**

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**Login details**

- **Username**
- **Password**
- **Required field**

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STEP 2: ACTIVATE YOUR UNGM ACCOUNT

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

> Congratulations! Your account has now been activated.

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

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

![Inbox](https://www.ungm.org/Account/Inbox)

UNGM uses internal messaging for security reasons. Here you will find all UNGM related messages.

Received items  Sent items

Received between  and  
From  
Subject  
Body  

Clear All  Refresh

Showing 1 of 1

<table>
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In addition, please find below the link to the **video guideline** on how to successfully register your company on UNGM: [https://www.ungm.org/Public/Video/View/3](https://www.ungm.org/Public/Video/View/3)

**IMPORTANT:** We kindly remind you that the ‘Registration for UN staff’ process is meant for UN personnel only and does not apply to vendors.
In order to log into your UNGM account, please click on the ‘Log in’ link at the top right-hand corner of the page. You will need to use your username which is the email address you registered with and your password.

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

STEP 4: COMPLETE YOUR VENDOR REGISTRATION FORM IN UNGM

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

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

Please do not forget to submit your completed registration to the UN organizations matching your company’s profile. Please verify that UNRWA is part of the list of UN organizations which match your company’s profile in the ‘UN organizations’ tab.
STEP 5: CHECK YOUR STATUSES AND UNGM NUMBER IN THE DASHBOARD

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

![My Dashboard](image)

- We are in the process of updating the UNSPSC codes. For more information on the changes and addition, read here: [UNSPSC changes](URL)
- Your UNGM number is 4000000
- There are UN organizations matching your profile to which you have not yet submitted your vendor registration. Visit the [registration page](URL) and click on the UN Organizations section to submit your registration now.

**Company registration status**

The statuses of your company’s registration submissions are shown below. For an explanation of what each status means, please click [here](URL).

<table>
<thead>
<tr>
<th>UN organizations</th>
<th>Basic registration</th>
<th>Level 1 registration</th>
<th>Level 2 registration</th>
</tr>
</thead>
<tbody>
<tr>
<td>WHO</td>
<td>Registered (05-Mar-2014 09:48)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WHO</td>
<td>Registered (05-Mar-2014 09:48)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>UNWRA</td>
<td>Registered (05-Mar-2014 09:48)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
From the UNGM homepage, click on the ‘Business Opportunities’ box or click on the ‘Tender notices’ link in the left-hand menu. Click on the 'show more criteria' button on the upper right side.

In the ‘UN organizations’ field, please type UNRWA. The system will automatically show all the active tender notices issued by UNRWA.
On the side of each tender notice, you will find a green button with either ‘Express interest’ (if this is the first time you view the notice) or ‘View documents’.

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

**STEP 2: TENDER MANAGEMENT**

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

**IMPORTANT:** If it does not show the Tenders screen, please inform immediately UNRWA at INTEND.ADMIN@UNRWA.ORG.
You are now in the UNRWA e-tendering system. Under this area you will find several menu tabs:

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

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

STEP 3: ACCESS THE TENDER AT A LATER STAGE

There is a short-cut to the tender notices. After the login in UNGM, you can select the Menu option ‘My tenders/contracts’ in the left-hand menu.

You can also click on the ‘View document’ button next to the notices or click on the UNRWA link under ‘My tenders/contracts’ in order to access the UNRWA e-tendering system and see the details of the tender notice and its documents.
STEP 4: DOWNLOAD THE TENDER DOCUMENTS

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

STEP 5: ATTACH AND SUBMIT DOCUMENTS

If any mandatory documents have been requested, they will be shown in the ‘My tender return’ section against a red button.
If a Questionnaire is required to be completed, it will be shown in Red and marked ‘Not Started’ in the ‘My Tender Return’ section. It is mandatory that any Questionnaire’s must be completed.

To attach additional documents you wish to submit as part of your tender return and you feel are relevant to the tender, click the Attach Documents button under the ‘My Tender Return’ section (if available). These will then appear in the ‘My Tender Return’ section.

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

The Submit Return button will not allow the submission until you have uploaded all mandatory documents and answered any Questionnaires that they may have been sent.
The **Tender Alert Service** is an added service for vendors who would like to be notified of relevant tender notices via email. With the Tender Alert Service, you can receive **notification of relevant business opportunities that match your company’s products and/or services directly to your email address**.

This service is provided at a fee of USD250 per year. You can also access tenders free of charge under Tender Notices.
If you need Help at any stage of the process, you can contact via the ‘Help’ functionality on the UNGM website. We aim to respond to all queries within 48 hours. Please note that you can categorize your query, which enable us to treat it more efficiently.

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