REQUEST FOR PROPOSAL

Date: 18 May 2020

To : All Vendors

From : Director of UNRWA Operations, West Bank,
       UNRWA West Bank Field Office, Jerusalem

Subject : RFP# CPS/WB/HR/0009/0/20

Total Number of Pages including this page: 86.

Please find attached Request for Proposal No. CPS/WB/HR/0009/0/20 for the
provision of Group Medical Insurance Policy Coverage for the UNRWA Locally Employed Staff
and their Recognized Dependents in West Bank under long term agreement (LTA) of one (1)
year extendable yearly for additional four (4) years upon UNRWA’s written agreement, if renewal
process fails, the service provider commits to extend for three (3) more months under the same
terms and conditions and the same premium rate.

The RFP details are as follows:

RFP# : [CPS/WB/HR/0009/0/20]
RFP Closure : [24:00 hours Jerusalem time on 06 July 2020].
RFP Period : 50 calendar days.

Required minimum validity period of offer: **180 Days**

Please Note that it’s two – envelope tender:

**Part one**: Technical Part.
**Part two**: Commercial Part.

Your bid must be submitted in two parts clearly marked “RFP#CPS/WB/HR/0009/0/20” and to be sent
to this email address **wb-pld-tender@unrwa.org**, no later than the RFP due date and time of **06 July 2020**.
The United Nations Relief and Works Agency for Palestine Refugees (UNRWA) assists a population of some 5 million refugees in the Middle East. UNRWA's mission is to create opportunities for refugees to become self-reliant and productive members of their communities.

The Agency’s services encompass education, health care, relief and social services, camp infrastructure and improvement, microfinance and emergency assistance, including in times of armed conflict.

1) By way of the present Request for Proposal (RFP), UNRWA hereby solicits your proposal for the provision of Group Medical Insurance Policy (GMIP) coverage in accordance with this document and the annexes attached.

2) UNRWA considers this RFP to be the most appropriate means of providing, fairly and transparently, valuable information pertaining to this RFP to all Vendors.

3) Vendors are requested to explicitly confirm in their proposal the acceptance of and compliance with UNRWA’s General Conditions of Contract.

4) **The proposals must be received electronically by sending two separate emails:**

   - One with the technical offer and clearly mentioned in the subject line.
   - One with the commercial offers and clearly mentioned in the subject line.

   **to be sent to this email address WB-PLD-TENDER@UNRWA.ORG no later than the RFP due date and time of 06 July 2020, as set forth in detail in Annex A, article 1a).**

5) This Request for Proposal (RFP) consists of this document and the following annexes:

**RFP Docs:**

- This cover letter
- Annex A: Instructions to Bidders
- Annex B: General Conditions of Contract
- Annex C: Acknowledgement letter
- Annex D: Service Contract Template
- Annex E: Terms of Reference
- Annex F: Evaluation Criteria
- Annex H: Financial Proposal Template
- Annex I: Technical Proposal Template
- Annex J: Letter of Introduction
- Annex K: Service Level Agreement and KPI
- Annex L: Performance Bond (Bank Guarantee)
- Annex M: Bid Bond Form
- Annex N: Medical Network and List of Hospitals
- Annex O: UNRWA GMIP Beneficiaries Census Data
- Annex P: Statistics related to claims
- Annex Q: Vendor Profile Form
- Annex R1: Solvency certificate (Arabic)
- Annex R2: Solvency certificate (English)
- Annex S: United Nations Global Compact and Supplier Code of Conduct
- Annex T: Premium Payment Terms
6) The Instructions to Bidders (Annex A) must be complied with in preparing your proposal.

   Interested Vendors are required to acknowledge receipt and express interest using the Acknowledgment Letter (Annex C) by submitting it before 01 June 2020 at 12:00 hours Jerusalem Local Time by return this acknowledgement via email: or via UNGM.org tender's correspondence.

8) Vendor Registration in UNGM.
   Vendors can only participate to UNRWA solicitations after completing their registration at the United Nations Global Marketplace (UNGM) at least at Level 1. Link: https://www.ungm.org/

   As Vendors express interest in this solicitation by submitting the Acknowledgement Letter (Annex C), please verify and ensure that your registration is under your full legal name with UNRWA on UNGM. If Vendors are already registered, the UNGM ID number must be provided. The Agency strongly requests all Vendors to register at least at Level 1 under the UNGM prior to participating in any solicitations.

9) Please note that the terms set forth in this RFP, including the General Conditions of Contract (Annex B), the Terms of Reference (Annex E) and any special conditions set forth therein will be an integral part of any contract should UNRWA accept your proposal. The contract UNRWA will issue in accordance with Annex D hereto and will require compliance with all factual statements and representations made in the proposal, subject to any modifications to the proposal agreed to by UNRWA in the context of negotiations, should negotiations be entered into.

10) Pre-Bid Meeting
    A Pre-Bid Meeting will take place in UNRWA West Bank Field Office or video link that will be provided upon request on 04 June 2020 at 10:00 AM Jerusalem Local Time. Details will be provided by email upon UNRWA’s receiving the Acknowledgment Letter (Annex C) on by 01 June 2020.

    The minutes of the meeting will be posted on UNGM tender correspondence.

11) Queries about this RFP.
    For queries on this RFP, please contact the UNRWA Field Procurement and Logistics Department, by writing email to FPLO-WB@UNRWA.ORG queries not later than 10 June 2020. Please indicate the tender number on the email subject line. UNRWA will endeavour to provide response by 17 June 2020. The Bidders can check all answers on UNGM website.

    Note:
    a. **Bids must NOT be sent to the above email otherwise the bid will not be considered.**

    b. **Please notify UNRWA immediately on the above email address if any part of this Request for Proposal (RFP) is missing and/or illegible.**

12) Bidders should provide a copy of the Vendor Profile Form, Annex Q to this RFP duly filled in with all required information.

13) Important Dates:

<table>
<thead>
<tr>
<th>Request for Proposal (RFP) for:</th>
<th>Provision of Group Medical Insurance Policy (GMIP) coverage for the UNRWA locally employed staff and their recognized dependents in the West Bank for WBFO (West Bank Field Office) under LTA of one year extendable yearly for additional four years upon UNRWA’s written agreement.</th>
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<tbody>
<tr>
<td>RFP Number:</td>
<td>RFP# CPS/WB/HR/0009/0/20</td>
</tr>
<tr>
<td>Acknowledgment Letter</td>
<td>01 June 2020 at 12:00 hours Jerusalem Local Time</td>
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<tr>
<td>Pre Bid Meeting:</td>
<td>04 June 2020 at 10:00 hours Jerusalem Local Time</td>
</tr>
<tr>
<td>Deadline for Submission of Queries:</td>
<td>10 June 2020 to be addressed via email <a href="mailto:FPLO-WB@UNRWA.ORG">FPLO-WB@UNRWA.ORG</a></td>
</tr>
<tr>
<td>Deadline for UNRWA to Answer Queries:</td>
<td>17 June 2020.</td>
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<tr>
<td>Tender Due Date:</td>
<td>06 July 2020 at 24:00 hours Jerusalem, Local Time</td>
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<td>Bidders to send the offer in two separate email one for the</td>
<td><a href="mailto:WB-PLD-TENDER@UNRWA.ORG">WB-PLD-TENDER@UNRWA.ORG</a></td>
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<td>Technical offer and one for the Commercial to this via secure</td>
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**Performance Bond (Bank Guarantee).** To secure the full and timely performance of the Contract in accordance to its terms, the Contractor shall deliver to UNRWA, upon signature of the Contract, a valid, unconditional and irrevocable performance guarantee. The performance guarantee shall be issued from a financial institution or insurance company deemed satisfactory by UNRWA at its reasonable discretion and shall be in accordance with the form enclosed, valid for the entire duration of the Contract plus six months (180 days), and in an amount equal to not less than 30% of the value of the Contract. The performance guarantee shall be renewed on the same terms and conditions for further periods of time corresponding to the duration of each renewal of the Contract, plus six months.

14) **NOTICE OF CONFIDENTIALITY**

This set of documents contains UNRWA proprietary information that is strictly confidential and/or legally privileged, and is intended strictly for the use by the Officials of UNRWA and/or the named recipient hereof. ANY UNAUTHORIZED DISCLOSURE, COPYING, DISTRIBUTION OR OTHER USE OF THE INFORMATION HEREIN IS STRICTLY PROHIBITED. If you have erroneously received this set of documents, please notify UNRWA immediately.

We look forward to receiving your reply.

Yours Sincerely,

Gwyn Lewis
Director of UNRWA Operations, West Bank
INSTRUCTIONS TO BIDDERS

The United Nations Relief And Works Agency For Palestine Refugees In The Near East (UNRWA) will receive and consider Proposals in response to official Request for Proposal subject to the conditions detailed hereunder.

1. SUBMISSION OF PROPOSALS
This RFP tender follows a two envelope system, i.e. the technical and the financial proposals. These should be submitted in two separate electronic documents. The technical proposal is evaluated first and independently from the financial proposal. Only proposals meeting the mandatory and minimum requirements are considered further for the next evaluation stage for financial proposals. The financial proposals for unsuccessful technical proposals will remain unopened.

a. Where to Submit:
Proposals must be submitted on the attached Bid Form and sent as follows:

Technical and Financial proposals MUST BE SEND IN SEPARATE EMAIL FOR THE TECHNICAL AND COMMERCIAL TO:

WB-PLD-TENDER@UNRWA.ORG

Both documents should indicate the name and address of the Vendor and the description of the proposal (technical or financial).

Closing Date and Time: [06 July 2020 – 24:00 hours, Jerusalem time]

The Technical Proposal submission should not contain any pricing information. The Financial Proposal submission should just contain the Pricing Information.

The Financial Proposal will be opened only for those Vendors whose technical proposals achieve the minimum technical threshold percentage stated in the technical evaluation criteria Annex F.

Proposals sent to or received in another address, shall be rejected, and excluded from the evaluation. UNRWA shall not be responsible for any delays caused by network problems etc. It is the sole responsibility of Vendors to ensure that their proposal is received by UNRWA in the dedicated secured email WB-PLD-TENDER@UNRWA.ORG before the prescribed tender deadline.

The “Certificate of Vendor’s Eligibility and Authority to Sign Proposal” contained in this RFP must be executed by a representative of Vendor who is duly authorized to execute contracts and bind the Vendor. Signature on the certificate represents that the Vendor has read this RFP, understands it and agrees to be bound by its terms and conditions. The Vendor’s proposal with any subsequent modifications and counter-proposals, if applicable, shall become an integral part of any resulting contract.

For queries, please see Section 20 below.

Closing Date: 06 July 2020 – 24:00 Hours Jerusalem, Local Time

Vendors must provide all requisite information under this RFP and clearly and concisely respond to all points set out in this RFP (including the annexes). The Vendor(s) must state any exceptions or caveats to this RFP. After submission of proposal, no exceptions will be accepted. Exceptions, if any, must be specific rather than general in nature, and a rationale must be provided for each exception taken. UNRWA reserves the right to reject any proposal containing exceptions, caveats or any attempt to limit, delete or otherwise change any provisions, clauses, words or schedules contained in this RFP. However, unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective Proposal is discouraged.

c. When to Submit: All proposals must be received at the address set forth in clause (a) above, no later than the RFP due date and time indicated in the cover letter. It is the exclusive responsibility of the proposers to ensure that the proposal reaches the above address before such time and date so that it is registered and acceptable for opening.

2. SUBMISSION OF SAMPLES
Not Applicable

3. EVALUATION CRITERIA
The evaluation criterion is divided into three parts as follows:

a) Mandatory Requirement

• Submission of Bid Bond at the value of 50,000 USD.
• Minimum seven years of experience in health insurance.
• Minimum two years’ experience in management of account size of 10,000 beneficiaries for the same client for such two years or more.
• Solvency Ratio of not less than 150%
• UNGM Registration.

b) Technical Evaluation (St)
The technical proposal accounts for 100 points. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to UNRWA’s Terms of Reference (TOR) applying the evaluation criteria, sub-criteria, and point system specified. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score of 70 points of 100 points and their financial proposal shall remain unopened.

Proposals that have attained minimum 70 points out of 100 in the technical evaluation will be considered for further financial evaluation. The technical proposal accounts for 60% of the final score.

c) Financial Evaluation (Sf)
The Financial proposal accounts for 40% of 100 and is evaluated based on the following formula:

\[ S_f = 40 \times \frac{F_m}{F} \]

\( F_m = \) Lowest price
\( F = \) Price of proposal under evaluation
\( S_f = \) Financial score

Proposals will be ranked according to their combined technical 60% (St) and financial 40% (Sf) scores.

UNRWA may, at its own discretion, enter into negotiation with one or a few Vendors.

4. THE TECHNICAL PROPOSAL

Contents

The Technical part of your proposal must include the following information:

• Letter of Introduction (Annex J) with the power of attorney (or equivalent document) attached,
No Prices

Vendors must not mention prices and costs in Envelope A (Technical Proposal).

Video conference/Presentation

During the evaluation process, UNRWA may request the Vendor(s) to provide presentations for the purpose of seeking further clarification and/or verification of their proposals which will be used to as qualitative reference points by UNRWA in the deliberations and decision making for recommendations for award. The Videoconference/Presentation will not be scored. In case such technical presentation(s) may be necessary the Vendor will be given a minimum of 48 hours' notice.

Signature

The technical part of the proposal must be signed by a duly authorized representative of the Vendor. All erasures, amendments, or alterations must be initialled by the signatory to the proposal.

5. THE FINANCIAL PROPOSAL

Contents

Envelope B (Financial Proposal) of your proposal must be in the format set forth in Annex G (Financial Proposal Format). All costs associated with the assignment must be provided with as much detail as possible. If appropriate, these costs should be itemized or broken down by activity.

Currency

The currency of the proposal is preferably in US dollars however, if other currencies are used, they should be clearly indicated e.g. Swedish Kroner, Euro, etc. UNRWA will apply the prevailing exchange rate within the UN system as published by the UN treasury Department at: http://treasury.un.org/operationalrates/OperationalRates.aspx for the purposes of price comparison and at time of payment to convert between such currencies.

Local Tax

The successful Vendor 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 Vendor. 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.

UNRWA is exempt from all direct taxes, including without limitation stamp taxes/duties, pursuant to the Convention on the Privileges and Immunities of the United Nations.

Signature

The financial part of the proposal must be signed by a duly authorized representative of the Vendor. All erasures, amendments, or alterations must be initialled by the signatory to the proposal.

GSA Clause

UNRWA is eligible under the United States Foreign Assistance Act of 1961 to receive full benefits under General Services Administration (GSA) Contracts. Accordingly, all proposals must specify whether or not items quoted by the Vendor are currently subject to GSA Federal Supply pricing and indicate the GSA Contract Number and Expiration Date, wherever applicable.

6. VALIDITY PERIOD

Your proposal shall remain valid for a minimum period of one hundred and eighty (180) days from the tender due date, during which period a purchase order or contract, if placed, will be accepted by you. In the event that a supplier is in a position to extend the validity of his offer for a period beyond the required minimum, this should be stated in the proposal.

7. ACCEPTANCE

UNRWA reserves the right, at its sole discretion, to consider as invalid or unacceptable any proposal which is: (a) not clear; (b) incomplete in any material detail, (c) received after the deadline, (d) not properly marked or addressed, (e) delivered to another location than the one required herein, (f) unsolicited, or (g) not otherwise in compliance with this RFP. UNRWA also reserves the right to split an award between any Vendors in any combination, as it deems appropriate. If the
8. AWARD OF CONTRACTS
This RFP does not commit UNRWA to award a contract or to pay any costs incurred in the preparation or submission of proposals, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any proposal submitted will be regarded as an offer made by the Vendor and not as an acceptance by the Vendor of an offer made by UNRWA. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of UNRWA and by the successful Vendor.

UNRWA will notify successful Vendor of its decision with respect to their proposals as soon as possible after the proposals are opened. UNRWA reserves the right to cancel any RFP, to reject any or all proposals in whole or in part, and to award any contract without disclosing the reason or reasons. Proposals will be evaluated taking into consideration, not only cost-effectiveness, but also technical considerations. The lowest-priced proposal will not necessarily be accepted.

9. PAYMENT
The financial rules and regulations of UNRWA preclude advance payments or payment by letters of credit. Such provisions in a proposal will be prejudicial to its evaluation by UNRWA. The normal terms of payment by UNRWA are 30 to 45 days (or similarly discounted payment terms if offered by Vendors) upon satisfactory delivery of performance of services and acceptance thereof by the UNRWA. Vendors must therefore clearly specify in their proposals the payment terms being offered.

The payment is based on monthly instalments based on the gross premium and adjustable for reconciliation every month after the first two months payment, see Annex T.

10. BID BOND
Vendors must provide together with their Proposal submission, a valid Bid Bond in form of an unconditional and irrevocable bank guarantee in the amount of USD 50,000 in accordance with Annex M. For unsuccessful Vendors to this RFP, the said bid bond will be returned after award of any Contract(s) and in any event before its expiry.

In cases where a Vendor withdraws the bid before the expiration of the period of its validity or when a successful Vendor fails to honour the bid in compliance with the RFP, UNRWA shall have the full right to cash the bid bond in full, notwithstanding any objection on the part of the Vendor.

For the successful Vendor, the said bid bond will be returned on or before the Effective Date of any Contract(s) awarded as a result of this RFP in exchange for the delivery by the successful Vendor(s) of the Performance Bond.

11. PERFORMANCE BOND (BANK GUARANTEE) AND LIQUIDATED DAMAGES

Liquidated Damages
If the Contractor fails to supply the specified services within the lead time stipulated by his/her proposal, or within a period specified by a purchase order or a contract, UNRWA may, in its sole discretion and without prejudice to its other remedies under the purchase order or contract, deduct from the total contract price, as liquidated damages, a sum calculated using the below formula: (Monthly Fee/30) x 1.50 for each calendar day of delay until satisfactory service delivery, up to a maximum deduction of 10 per cent of the total contract amount.

Performance Bond (Bank Guarantee)
Within 10 days of the receipt of notification of the award of Contract from UNRWA, the successful Vendor shall furnish Performance Bond (Bank Guarantee) in accordance with the template in Annex L included with this tender or a similar guarantee acceptable to UNRWA in a sum equal to 30 percent of the initial contract value of one year. The Performance Bond (Bank Guarantee) shall be valid up to six months, 180 days after the date of completion of performance obligations.

In case the initial contract ceiling value is reached or that the initial contract is extended beyond the initial contract period, the successful Vendor(s) shall issue a new Performance Bond (Bank Guarantee) to the extent of additional contract value.

The Performance Bond (Bank Guarantee) shall be forfeited in case overall performance of Contractor is found to be unacceptable,
evaluated on the basis of meeting the Service Level Agreement (SLA) target.

The Performance Bond (Bank Guarantee) shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to UNRWA. The Performance Bond (Bank Guarantee) shall be discharged by UNRWA and returned to the successful Vendor no later than 180 days following the date of Completion of the Contractor’s performance obligations under the Contract.

12. CONFIDENTIALITY

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

13. COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT

Vendors 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 proposals,
- The clarification of proposals, and
- The conduct and content of negotiations, including final contract negotiations,

in respect of this RFP 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 Vendor, person or entity, of information (in any form), whether or not such information is commercial information confidential to UNRWA, any other Vendor, 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 proposal submitted by a Vendor that, in UNRWA’s sole opinion, has engaged in any collusive bidding, other anti-competitive conduct, or any other similar conduct with any other Vendor, person or entity in relation to the preparation or lodgement of proposals, whether in respect of this RFP or procurement process, or any other procurement process being conducted by UNRWA in respect of any of its requirements.

14. IMPROPER ASSISTANCE

Proposals 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 Vendors,
- in breach of an obligation of confidentiality to UNRWA, or
- contrary to these terms and conditions for submission of a proposal, shall be excluded from further consideration.

Without limiting the operation of the above clause, a Vendor 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 proposal or the procurement process, if the person:

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

15. CORRUPT PRACTICES

All UNRWA vendors shall adhere to the highest ethical standards, both during the procurement process and throughout the performance of a contract.

16. CONFLICT OF INTEREST

A Vendor 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 Vendor’s interests during the procurement process.

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

17. WITHDRAWAL / MODIFICATION OF PROPOSALS

Requests to withdraw a proposal shall not be honoured. If the selected Vendor withdraws its proposal, UNRWA shall duly register the said proposal and shall evaluate it alongside all other received proposals. Withdrawal of a proposal may result in your suspension or removal from the roster of UNRWA-registered vendors.

A Vendor may modify its proposal prior to the tender closure. Any such modification shall be submitted through this email address: WB-PLD-TENDER@UNRWA.ORG

No modification shall be allowed after tender closure.

18. GLOBAL COMPACT/UN SUPPLIER CODE OF CONDUCT

UNRWA strongly encourages all vendors to actively participate in the United Nations Global Compact and to adhere to the United Nations Supplier Code of Conduct. Please see Annex S.

19. GENERAL CONDITIONS OF CONTRACT

Attached as Annex B are UNRWA’s General Conditions of Contract which shall apply to any contract awarded in respect of this RFP.

Vendors are requested in their proposal to explicitly confirm acceptance of and compliance with UNRWA’s General Conditions of Contract.

20. QUERIES ABOUT THIS RFP

For queries on this RFP, please contact the UNRWA Field Procurement and Logistics Department, by writing email to: FPLO-WB@UNRWA.ORG queries not later than 10 June 2020. Please indicate the tender number on the email subject line. UNRWA will endeavour to provide response by 17 June 2020.
GENERAL CONDITIONS OF CONTRACT
FOR THE PROVISION OF SERVICES

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

2. LEGAL STATUS OF THE PARTIES: UNRWA and the Contractor shall also each be referred to as a “Party” hereunder, and:
   2.1 Pursuant, inter alia, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs (including UNRWA) has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
   2.2 The Contractor shall have the legal status of an independent contractor vis-à-vis UNRWA, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

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

4. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of any services to UNRWA by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:
   4.1 The services shall be delivered in a professional and workmanlike manner in accordance with the terms and conditions of this Contract. The Contractor shall conduct its operations with due diligence and efficiency, in accordance with sound technical, financial and managerial standards and practices.
   4.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
   4.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNRWA, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
   4.4 At the option of and in the sole discretion of UNRWA:
      4.4.1 the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UNRWA prior to such personnel’s performing any obligations under the Contract;
      4.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNRWA prior to such personnel’s performing any obligations under the Contract; and,
      4.4.3 in cases in which, pursuant to Article 4.4.1 or 4.4.2, above, UNRWA has reviewed the qualifications of such Contractor’s personnel, UNRWA may reasonably refuse to accept any such personnel.
   4.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
      4.5.1 UNRWA may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.
4.5.2 Any of the Contractor’s personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNRWA, which shall not be unreasonably withheld.

4.5.3 The withdrawal or replacement of the Contractor’s personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

4.5.4 All expenses related to the withdrawal or replacement of the Contractor’s personnel shall, in all cases, be borne exclusively by the Contractor.

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

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

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

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

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

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

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

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

5. ASSIGNMENT; SUBCONTRACTING:

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

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

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

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

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

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

6. INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

7. INSURANCE AND LIABILITY:

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

7.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:
7.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract; and,

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

7.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss 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 immunities of UNRWA, the Contractor will give UNRWA sufficient prior notice of a request for the disclosure of Information in order to allow UNRWA to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

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

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

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

13. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

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

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

In any case, UNRWA shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.

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

14. TERMINATION:

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

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

14.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNRWA, the Contractor shall, except as may be directed by UNRWA in the notice of termination or otherwise in writing:

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

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

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

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

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

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

14.3.7 complete performance of the work not terminated; and;

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

14.4 In the event of any termination of the Contract, UNRWA shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNRWA shall not be liable to pay the Contractor except for, but without prejudice to UNRWA’s rights under Article 15.1, those goods delivered and services provided to UNRWA in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor’s receipt of notice of termination from UNRWA or prior to the Contractor’s tendering of notice of termination to UNRWA.

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

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

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

14.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

14.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

14.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; or,

14.5.6 UNRWA reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

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

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

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

15.1 In case the Contractor fails to comply with any term of the Contract, the Contractor shall be liable for all damages sustained by UNRWA, and UNRWA may, after giving the Contractor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

15.1.1 procure all or part of the service or related goods from other sources;

15.1.2 refuse to accept delivery of all or part of the services of related goods; or

15.1.3 terminate the Contract in accordance with Article 14.1, and the Contractor shall be liable by reason of default for any loss or damage sustained and additional costs incurred by UNRWA, including without limitation any increase in the price payable by UNRWA resulting from the procurement of the services or related goods from other sources. 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 The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract. All remedies afforded in the Contract shall be taken and construed as cumulative, i.e., in addition to every other remedy provided under the Contract and by law.

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

17. SETTLEMENT OF DISPUTES:

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

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

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

19. TAX EXEMPTION:

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

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

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

21. MODIFICATIONS:

21.1 Only the Chief, Procurement and Logistics Division, or, for local contracts, the Field Office Director in each of UNRWA’s fields of operation, or such other contracting authority as UNRWA has made known to the Contractor in writing, possesses the authority to agree on behalf of UNRWA to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against UNRWA unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief, Procurement and Logistics Division, or the Field Office Director (for local contracts), or such other contracting authority.

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

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

22. AUDITS AND INVESTIGATIONS:

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

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

23. LIMITATION ON ACTIONS:

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

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

24. ADDITIONAL WARRANTIES:

24.1 The Contractor represents and warrants that:

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

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

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

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

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

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

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

26. **NOTICE AND OTHER FORMALITIES:**

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

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

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.
ACKNOWLEDGMENT LETTER
[Letterhead of Vendor, including full postal address, telephone no. and fax no.]

Date: [insert date]

To: THE UNITED NATIONS RELIEF AND WORKS AGENCY FOR PALESTINE REFUGEES IN THE NEAR EAST (UNRWA)
Attention: Director of UNRWA Operations, West Bank,
UNRWA West Bank Office, Jerusalem,

Subject: RFP# CPS/WB/HR/0009/0/20

Dear Madam, dear Sir,

We, the undersigned, acknowledge receipt of the above-referenced Request for Proposal (RFP) as part of this tendering exercise and hereby confirm that we:

☐ INTEND
to submit a proposal to UNRWA by the deadline date.

We further confirm that we are:

☐ Registered as a Vendor in UNGM at least at Level 1 with the ID no: _____________
☐ Not registered as a Vendor in UNGM at Level 1 but will do so by the time of bid submission
☐ Not registered as a Vendor in UNGM at all but will do so by the time of bid submission

We acknowledge that this RFP is confidential and proprietary to UNRWA, and contains privileged information. Upon request, we will return this RFP or any part thereof, and all copies thereof, to UNRWA.

Name: __________________________________________
Title of Authorized Representative: ________________________________
Signature: ______________________________________________________

Company Name and Address: ______________________________________
Telephone No: __________________________________________________
Email address: ___________________________________________________

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

Kindly return this acknowledgement immediately via email to: FPLO-WB@UNRWA.ORG
This Service Contract is made this ___ day of _______ 2020, by and between the United Nations Relief and Works Agency for Palestine Refugees in the Near East ("UNRWA") and ___[name], ___[street address] ___[city] ___[country] (the "Contractor").

Background

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

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

1. DEFINITIONS AND INTERPRETATION.

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

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

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

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

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

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

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

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

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

1.2 Interpretation. As used in the Service Contract:

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

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

1.2.1.2 The Terms of Reference.

1.2.1.3 The General Conditions.
1.2.1.4 The Proposal.
1.2.2 The numbers and titles of the Sections are for reference only and shall not be deemed to modify or construe the contents of the Section.
1.2.3 Where applicable, reference to the singular includes the plural.

2. DURATION OF THIS AGREEMENT. The Service Contract shall be effective upon signing and shall end upon completion of the last obligation arising hereunder. The Service Contract shall be effective from 2020 to 2021, for the period of one (1) year. Prior to its expiration, this Service Contract is extendable with the same terms and conditions yearly for an additional four (4) years upon UNRWA’s written request. If renewal process fails, the service provider commits to extend for three (3) more months under the same terms and conditions and the same premium rate.

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

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

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

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

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

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

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

3.2.1 The Contractor shall commence the Services not later than ______________ 202_.

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

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

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

3.3.1.1 The Contractor shall not cause or permit any lien, claim or other encumbrance to attach to any equipment, non-expendable materials, supplies and other property furnished or financed by or on behalf of UNRWA under the Service Contract.

3.3.1.2 The Contractor shall promptly report to UNRWA each loss, damage or theft of supplies, equipment, non-expendable materials and other property provided to the Contractor under the Service Contract by or for the benefit UNRWA.

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

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

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

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

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

3.5 Failure to Complete Services. If the Contractor fails to complete the services within the time for delivery specified in this Service Contract or to meet its obligation under clause 3.6 below, UNRWA may, in its sole discretion and without prejudice to its other remedies under this Service Contract, deduct from the contract the amount based on the formula for liquidated damages: (Monthly Fee/30) x 1.50 for each calendar day of delay until satisfactory service delivery, up to a maximum deduction of 10 per cent of the total contract amount.

3.6 Key Performance Indicators. The Contractor shall meet the Key Performance Indicators (KPIs) set forth in Annex [K] to this Service Contract. UNRWA will monitor the Contractor’s performance against the KPIs on a monthly basis. Upon prior written request of any Party, the Parties will conduct quarterly performance review meetings and as needed. The purpose of such meetings will be to assess and report upon whether the Services are being delivered in accordance with the requirements of this Service Contract. Failure to meet the KPIs shall entitle UNRWA to the remedies available to it under this Service Contract, including Article 15 of the General Conditions.

3.7 Mobilization at Start of Contract. Upon signing of this Service Contract, the Contractor will receive from UNRWA the full list of all beneficiaries (and other related information) and the Contractor shall have not more than five (5) calendar days to provide to all beneficiaries with a letter addressed to all medical providers that the holder of the letter is insured. The Contractor shall have no more then twenty fifteen (15) calendar days from the signing of this Service Contract to issue and deliver the beneficiaries’ cards and the free access medical forms and effective the commencement of this Service Contract to make the following mobilization arrangements in order to be ready to accept and process claim without any delay or inconvenience to the beneficiaries: (i) software configuration and update; (ii) medical network booklet printing and issuance to all beneficiaries, (iii) all other arrangements typically required for beneficiaries to promptly access such providers and pharmacies and address their medical needs.

3.8 No Changes to Services. No changes shall be made by the Contractor to the medical provider and pharmacy list, level of service, distribution of free access forms and any other significant changes to the Service without prior written approval from UNRWA.
3.9 Allegations of Misuse. The Contractor shall look into claims of possible misuse of the Services and irregularities. Whenever such possible misuse or irregularities are identified and confirmed with sufficient evidence, the Contractor shall provide UNRWA with a detailed report of each such case for the latter’s review and action. If UNRWA decides to conduct its own investigation, the Contractor shall cooperate in the investigation, including without limitation by providing all necessary documents and support in the conduct of such investigation. Within thirty (30) days of signing this Service Contract, the Contractor shall provide to UNRWA its proposed mechanism for dealing with such possible misuse and irregularities, including a sample report to be submitted to UNRWA for each such case, which shall be consistent with this paragraph, and the same shall be subject to the written approval of UNRWA. No legal action shall be taken by the Contractor against any insured beneficiary without prior written approval from UNRWA.

3.10 Service Level Agreement. The Contractor agrees to be bound by the provisions of the Service Level Agreement attached as Annex [K] to this Service Contract. The Contractor agrees to cooperate with UNRWA in order to establish such mechanisms as UNRWA deems necessary and advisable for the purpose of reviewing service level performance and contract management, resolving general contractual, technical, operational, and administrative issues, and providing each other feedback on contract management and performance.

3.11 Discounts. The Contractor shall ensure that the rates charged by medical providers and pharmacies under this Contract are in no event higher than the rates charged by such medical providers and pharmacies for similarly situated entities and beneficiaries. UNRWA may request at any time to provide the medical provider contract.

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

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

4.1.1 In the event the need arises, otherwise facilitate the movement of personnel within UNRWA’s areas of operation.

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

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

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

4.2.1 UNRWA shall pay the Contractor the amount of USD ________, in accordance with the Premium Payment Terms schedule (Annex T) with monthly payments based on gross premium and adjustable for reconciliation monthly after the first two payments.

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

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

4.2.3.1 Each invoice shall be subject to certification by UNRWA of the delivery of Services associated with the invoice and the amounts contained in the invoices, and UNRWA may make corrections to the amounts set forth in the Contractor’s invoices and effect payment for the amounts so corrected and certified.
4.2.3.2 In the event of any dispute with respect to an invoice submitted by the Contractor, UNRWA shall notify the Contractor within 15 days following receipt of the invoice setting forth the basis for the dispute and the amount of the invoice subject to the dispute.

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

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

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

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

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

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

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

5. MISCELLANEOUS.

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

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

UNRWA: the Contractor:
Name: Name:
Title: Title:
Email: Email:

5.3 Applicable Law. This Service Contract shall be governed by and construed in accordance with general principles of international commercial law. If any term, covenant, or condition of this Service Contract or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remainder of this Service Contract, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Service Contract shall remain valid and be enforceable to the fullest extent possible.

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

IN WITNESS WHEREOF, the parties have signed this Service Contract on_________ 202_.

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

[Contractor]

[name]
[title]

Witness

[name]
[title]

Annex 1: General Conditions
Annex 2: Terms of Reference
Annex 3: Delivery and Payment Schedule
Annex 4: Proposal

Witness

[name]
[title]
ANNEX E – Terms of Reference (TOR)

**TERMS OF REFERENCE**

**Acronyms and Abbreviations:**

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>GMIP</td>
<td>Group Medical Insurance Policy</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>ISO</td>
<td>The International Standards Organization</td>
</tr>
<tr>
<td>UN</td>
<td>The United Nations</td>
</tr>
<tr>
<td>UNCITRAL</td>
<td>The United Nations Commission on International Trade Law</td>
</tr>
<tr>
<td>UNRWA</td>
<td>The United Nations Relief and Works Agency for the Palestine Refugees in the Near East</td>
</tr>
<tr>
<td>WBFO</td>
<td>West Bank Field Office</td>
</tr>
<tr>
<td>HQ(A)</td>
<td>Headquarters (Amman)</td>
</tr>
</tbody>
</table>
INTRODUCTION TO UNRWA

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

UNRWA is the main provider of basic services – education, health, relief and social services – to 5 million registered Palestine refugees in Jordan, Lebanon, Syria and occupied Palestinian territory, pending a solution to their plight.

The Agency’s services encompass education, health care, relief, camp infrastructure and improvement, community support, microfinance and emergency response, including in times of armed conflict.

In the absence of a solution to the Palestine refugee problem, the General Assembly has repeatedly renewed UNRWA’s mandate, most recently extending it until 30 June 2017.

UNRWA is funded almost entirely by voluntary contributions from UN member states.

2. UNRWA Services
Since its establishment, the Agency has delivered its services both in times of relative calm in the Middle East, and in times of hostilities.

UNRWA’s work exemplifies an international commitment to the human development of Palestine refugees, helping them:
1. Acquire knowledge and skills
2. Lead long and healthy lives
3. Achieve decent standards of living
4. Enjoy human rights to the fullest possible extent.

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

3. Areas of Activity
UNRWA provides education, health, relief and social services to eligible refugees among the 4.7 million registered Palestine refugees in its five fields of operations:
- Jordan
- Lebanon
- Gaza Strip
- The Syrian Arab Republic
- The West Bank, including East Jerusalem.

Some 1.4 million refugees, around one third of the total, live in 58 recognized camps, and UNRWA’s services are located in or near these areas.

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

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

The UNRWA headquarters is co-located in Gaza City and Amman. It also has five field offices located in the Hashemite Kingdom of Jordan, Syria, Lebanon, West Bank and Gaza. It employs over 23,000 staff, including about 115 internationally recruited staff.

More detailed information is available at UNRWA’s web site at: http://www.unrwa.org/

4. **Objective of this tender**

   UNRWA is not necessarily seeking proposals based on the same or equivalent coverage as the current benefit plan however the plan included forms the base.

   Through the current RFP, UNRWA is looking for a more global / holistic approach from potential Vendors in their proposal of GMIP coverage for the expressed Beneficiaries.

   UNRWA has the following objectives in soliciting health care coverage:

   4.1. To provide UNRWA Local Area Staff with a quality, affordable healthcare benefits program responsive to the Beneficiaries’ needs;

   4.2. And to sign a contract with a reliable supplier in order to:

      4.2.1. Ensure healthcare costs are managed effectively;

      4.2.2. Responsibly utilize the contributions of the Agency and of the Local Area Staff for the provision of health care program(s).

      4.2.3. Provide a 24/7 help line for all beneficiaries and medical providers

      4.2.4. Establish a complete and continuous mutual monitoring of the contract performance throughout the insurance year.

   4.3. UNRWA is interested in options that would provide the greatest value. Elements of increased value include, but are not limited to:
4.3.1. Enhanced benefit design,
4.3.2. Reduced insurance costs,
4.3.3. Improved provider accessibility,
4.3.4. Reduced costs of administration,
4.3.5. Provision of administrative services to Beneficiaries,
4.3.6. Efficiency and effectiveness of administration, and
4.3.7. Access to the current providers of health services (hospitals, clinics, etc) within the West Bank to the extent practicable, and as a minimum.

4.4. General Requirement
UNRWA seeks for the Provision of Group Medical Insurance Policy (GMIP) coverage for the UNRWA locally employed staff and their recognized dependents in the West Bank Field Office (also referred to as WBFO) as follows:

4.4.1. The Effective Date of Contract(s): Any contract(s) resulting from this RFP for a Group Medical Insurance Policy (GMIP) and related healthcare benefits program would start on 01 November 2020. The Awarded Contractor shall provide the group healthcare insurance services as described in the documents included in this RFP as per the appropriate contract(s) or policy (ies) that will result from it.

4.4.2. Any contract(s) that may be awarded as a result of this RFP will be for a period of one year extendable yearly for additional four years upon UNRWA's written agreement subject to mandate and funding of the Agency, satisfactory performance of the Contractor and on the same, improved or mutually agreed terms and conditions.

4.4.3. Mobilization at Start of Contract. Upon signing of this Service Contract, the Contractor will receive from UNRWA the full list of all beneficiaries (and other related information) and the Contractor shall have no more then fifteen (15) calendar days from the signing of this Service Contract to issue and deliver the beneficiaries’ cards and the free access medical forms and effective the commencement date of this Service Contract to make the following mobilization arrangements in order to be ready to accept and process claim without any delay or inconvenience to the beneficiaries: (i) software configuration and update; (ii) medical network booklet printing and issuance to all beneficiaries, (iii) all other arrangements typically required for beneficiaries to promptly access such providers and pharmacies and address their medical needs.

4.5. Technical Definitions
The contract will include the following Technical Definitions to be interpreted as defined below:

4.5.1. Gross Premium:
Gross premium is the total annual premium according to insurance category, class and age band or insured status. Gross premium calculation is based on the date of insurance contract inception or date of addition up to the natural insurance contract expiry date.

Gross premium includes all expenses such as but limited to any issuance, stamps, or insurance commission fees.

4.5.2. Earned Premium:
The calculation of the premium per day per active member from the date of inception or addition up to the date of calculation or reporting.

4.5.3. Paid Claims:
All net paid claims of inpatient and outpatient claims after deduction of contracted medical network contractual and auditing discounts and further discount along
with co-insurance deductions or any recovery amounts according to insurance category.

4.5.4. Outstanding Claims Risk Reserve:
The estimation of claims reserve based on inpatient referrals by the insurance company and discounted by 30% as an average discount by the contracted medical entity. Outstanding claims reserve shall not include any cases longer than 45 days from the date of admission. Contractor shall provide UNRWA with outstanding inpatient list in conjunction with utilization report, in format: beneficiary name, ID, admission date, discharge date, diagnosis, surgery, medical provider name and estimated cost.

4.5.5. Incurred But Not Reported (IBNR) Claims:
The estimation of the outpatient claims that has not yet been received by the insurance company; the outpatient paid claims to be divided by days to date starting from the insurance contract inception date to date of calculation multiplied by the estimated period of 30 days.

4.5.6. Loss Ratio
For staff categories and their recognized dependents based on total claims including (total Paid, total Outstanding and total IBNR) divided by total earned premium for the period (Inception date to date of loss ratio calculation) multiplied by 100%.

4.5.7. Member cancellation refund premium/member addition calculation premium:
All refund or addition premiums are calculated on pro rata basis.

4.5.8. General and Administrative expenses: the company agrees that the total amount of the G&A is not to exceed (5%) of the earned premium, G&A to be considered in the Loss Ratio formula.

4.5.9. Profit sharing formula: the company agrees to refund to UNRWA any profit amount according to the following formula:
25 %*(90 of gross premium – (total claim + G&A fees))

4.6. Eligibility

4.6.1. The GMIP are intended for UNRWA's locally employed staff and their spouses (regardless of age) and dependents in the West Bank. UNRWA's employment policy in the West Bank includes compulsory health insurance coverage for its locally employed staff on payroll at grade 2 and above, including all their dependents recognized as such by UNRWA.

4.6.2. To the effects of the present RFP, “UNRWA locally employed staff or UNRWA employee” means any employee or staff of UNRWA working in an established job, post, position or office in a territory or area in West Bank designated by the Agency and who are eligible to participate in the GMIP coverage in accordance with this RFP.

4.6.3. To the effects of the present RFP, “UNRWA locally employed staff’s recognized dependent” means:

4.6.3.1. The legally recognized wife or husband of an UNRWA locally employed staff, registered as a recognized dependent of the UNRWA locally employed staff (not including those who are legally separated) or the person living with an UNRWA locally employed staff in a recognized relationship and who is registered as a recognized dependent of the UNRWA locally
employed staff in the records of UNRWA and who are eligible to participate in the GMIP coverage in accordance with this RFP; and

4.6.3.2. The UNRWA locally employed staff’s unmarried children, step-children, and children legally adopted, who are:

4.6.3.2.1. Under 18 years of age, living in the staff member’s household or absent there from only to attend school, registered as a recognized dependents of the UNRWA locally employed staff in the records of UNRWA and who are eligible to participate in the GMIP coverage in accordance with this RFP;

4.6.3.2.2. 18 years and over but under 25 years of age and who are full-time students at a recognized school, institute, college or university, provided they are dependent upon the UNRWA locally employed staff for support, registered as recognized dependents of the UNRWA locally employed staff in the records of UNRWA and who are eligible to participate in the GMIP coverage in accordance with this RFP; and

4.6.3.2.3. Unmarried dependent children, who are permanently and totally disabled, registered as recognized dependents of the UNRWA locally employed staff in the records of UNRWA and who are eligible to participate in the GMIP coverage in accordance with this RFP.

4.6.3.2.4. Upon reaching the age of 18, eligible dependent children shall remain covered at the same premium until the annual insurance contract renewal or expiration of the insurance contract. Unless the staff member has requested the exclusion of their age 18 eligible dependent from coverage, upon insurance contract renewal, the age 18 eligible dependent will then be charged the adult premium up to age 25.

4.6.3.3. At the sole option of the eligible UNRWA locally employed staff participating in the GMIP coverage and subject to exceptional approval of the UNRWA on condition that all cost towards premium is directly covered by the UNRWA locally employed staff, the UNRWA locally employed staff's unmarried children, step-children, and children legally adopted, who are: 18 years up to age 25 and who are not pursuing any studies and who are dependent upon the UNRWA locally employed staff for support and who are permanently living in the same household of the UNRWA locally employed staff.

4.6.3.4. Upon reaching the age of 25, eligible dependent children shall remained covered at the same premium until the annual insurance contract renewal or expiration of the insurance contract. At that point, they will not be eligible for coverage through the renewed insurance contract.

4.6.3.5. Upon reaching the age 18 and less than 25, the cancelation request from the insurance list considered by individual name only and without cancelling his brothers and sisters who are above 18 and without any requested justification.

4.6.3.6. Upon reaching the age of 25, eligible Disabled dependents registered and recognized at UNRWA records and entitled for Dependency Allowance should be covered (despite of their age).

4.6.3.7. Upon reaching the age of 25, Unmarried daughter should be eligible for coverage.
If the staff daughter got married during the contract period she should continue covered. Pregnancy follow up and delivery should be excluded from coverage.

Staff Members’ eligible dependent children studying inside and outside of the West Bank shall be covered from age 18 to age 25.

Health insurance coverage is also compulsory for all newly recruited staff and all their recognized dependents.

All the eligible UNRWA Locally Employed Staff, their spouses (regardless of age) and dependents shall be insured and included in the GMIP coverage in accordance with the proposed contract(s) / policy (ies) as of the Effective Date of the contract(s) / policy (ies) resulting from the present RFP and they shall remain insured and covered in accordance for the duration of their employment as an UNRWA Locally Employed Staff in the West Bank.

For newly recruited staff, their spouse (regardless of age) and dependents shall be insured and included in the GMIP coverage in accordance with the proposed contract(s) / policy (ies) as of the Effective Date of their contract(s) of employment with UNRWA and shall remain insured and covered in accordance for the duration of their employment as an UNRWA Locally Employed Staff in the West Bank.

All UNRWA Locally Employed Staff shall be eligible to participate in the GMIP coverage provided they have not reached their sixty two (62) birthday on or before the Effective Date of the contract(s) / policy (ies) resulting from the present RFP.

Newly recruited staff shall be eligible to participate in the GMIP coverage if on the date of their employment they have not reached their sixty two (62) birthdate.

Staff members who reach retirement age may opt to extend coverage for themselves and dependents until the annual insurance contract renewal or expiration of the insurance contract, but may not be extended beyond that date.

UNRWA recruitment policy requires a medical examination prior to appointment and accordingly those who are found medically unfit are not appointed.

**Funding of the GMIP**

The payment of the Gross Premium per staff member is divided between UNRWA’s contribution (60%) and the staff member’s contribution (40%).

UNRWA undertakes to pay the annual premiums on behalf of the staff members and their eligible dependants only.

UNRWA includes a tentative schedule of payment based on advance monthly instalments.

Monthly reconciliation regarding UNRWA beneficiaries takes place on actual basis of staff on board for each month based on a list of staff on board provided by UNRWA to the service provider.

Relevant operational census data collected during the term of the Service Contract necessary for the delivery of the Services such as number of staff insured, number of dependents, number of retirees, names and dates of birth, etc. For the avoidance of doubt, this obligation does not include provision of historical data relating to period prior to the effectiveness of this Service Contract.
### Article 1

**Table of Benefits for Contract (2020-2021)**

#### In Hospital Coverage- UNRWA West Bank Staff and Eligible Dependents

<table>
<thead>
<tr>
<th>Class</th>
<th>Second Class</th>
</tr>
</thead>
<tbody>
<tr>
<td>Room and Board</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>Surgical Benefits</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>ICU, CCU</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>MRI and CT Scan</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>Medications &amp; Procedures</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>Accompanied coverage (for children less than 14 years old)</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>Stent</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>Ambulance</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>Life threatening conditions (Cardiac, Renal or Neurosurgery)</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>New Born Babies &amp; Benefits</td>
<td>Covered from day one</td>
</tr>
<tr>
<td></td>
<td>Coverage of incubator up to 10 days</td>
</tr>
<tr>
<td>Normal Delivery 100% (NOT INCLUDE OTHER INTERVENTIONS)</td>
<td>Up to ceiling of $ 600¹</td>
</tr>
<tr>
<td>Caesarean Delivery 100% (NOT INCLUDE OTHER INTERVENTIONS)</td>
<td>Up to ceiling of $ 1,200</td>
</tr>
</tbody>
</table>

#### Out of Hospital Coverage- UNRWA West Bank Staff and Eligible Dependents

<table>
<thead>
<tr>
<th>Class</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage percentage</td>
<td>100% Coverage</td>
</tr>
</tbody>
</table>

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¹ Beneficiaries will be reimbursed by the Contractor in NIS. Whenever a ceiling is expressed in USD, the Contractor shall use the exchange rate of the date of payment, as set by the Palestinian Authority’s Ministry of Finance.
<table>
<thead>
<tr>
<th>Service Description</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physician Fees and procedures</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>Prescribed medications</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>Physiotherapy, Rehabilitation and occupational treatment</td>
<td>100% Coverage with no limits</td>
</tr>
<tr>
<td>Endoscopies</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>Out of hospital benefits for emergency cases without residing in the hospital including chronic and pre-existing diseases</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>X-Ray, laboratories including triple tests and amniocentesis</td>
<td>100% Coverage</td>
</tr>
<tr>
<td>MRI and C.T. Scan</td>
<td>90% Coverage</td>
</tr>
<tr>
<td>Dental Benefit</td>
<td>100% Covered:</td>
</tr>
<tr>
<td>1. Dentists examination fees</td>
<td></td>
</tr>
<tr>
<td>2. Normal teeth extraction fees</td>
<td></td>
</tr>
<tr>
<td>3. X-Rays</td>
<td></td>
</tr>
<tr>
<td>4. Costs of medicines prescribed by Dentists</td>
<td></td>
</tr>
<tr>
<td>5. Surgical teeth extraction</td>
<td></td>
</tr>
<tr>
<td>Optical benefit (Glasses)</td>
<td>100% Coverage, to a maximum of NIS 500 NIS per Year.</td>
</tr>
</tbody>
</table>

Maximum coverage up to $25,000 per participant per year for in and outpatient treatment combined and a total of $75,000 for the whole family (staff member plus eligible dependents) together per year.

Both in network and out of network claims shall be accepted by the contractor.

Excess:

- NIS 20 on each and every claim (both in network and out-of-network claims) and zero NIS for hospital admission.
- NIL room and board when participant selects second class room; and
- 20% of accommodation when participant selects first class room.
- Chronic medications should not considered as a claim.
Coverage Areas

The Contractor shall take all reasonable and necessary measures to ensure appropriate hospital and provider network area coverage to cover all West Bank locations regarding the three areas specified by UNRWA as follows.

- Nablus Area: – Nablus, Tulkarem, Jenin, Qalqilia, Salfeet, Faraa and Tubas at North.
- Jerusalem Area: - Jerusalem, Ramallah and Jericho at Central area
- Hebron Area: - Hebron, Bethlehem and Around at South.

The Contractor shall inform UNRWA immediately of any change regarding the medical network (addition/deletion).

N.B: UNRWA Medical Insurance Committee (“MIC”) has the right to participate with the Company in setting up the network (Hospitals, Doctors, labs, X-rays Centres, pharmacists, etc.) and MIC should participate in the evaluation of the service providers and contracted medical centres.

UNRWA Medical Officers

The UNRWA medical officers have the right to check, diagnose and treat him/herself, his/her spouse and dependents; and to be a member of the network specified by the contractor for this purpose but without charging any fees for his/her role of the Medical Care.

1. Treatments outside West Bank [Egypt, Israel and Jordan only]

The Company shall contract at least one specific hospital in each of Egypt, Israel and Jordan only which shall be considered as part of the network.

(Hospitals in East Jerusalem will be considered as part of West Bank Company network)

The Company will guarantee the coverage for all treatments outside the West Bank in Egypt, Israel and Jordan only, within the limits/ceilings set out on the first page of this document as follows:

1.1 Urgent Cases

- If the participant is admitted as an emergency patient to a hospital in Egypt, Israel or Jordan which is included in the network, the contractor shall guarantee the coverage for all treatment
- If the participant is admitted as an emergency patient to a hospital in Egypt, Israel or Jordan which is not included in the network, the contractor shall guarantee the coverage for all treatment.

- **1.2 Cold Cases**
  - The Company shall accept a medical report from any hospital or specialist that recommends the need for treatment outside of the West Bank but outside treatment locations shall be limited to Egypt, Israel, and Jordan.

2. Expenses outside the Network Countries [West Bank, Egypt, Israel and Jordan]

- If travelling on duty, UNRWA will contract such additional insurance as is necessary.

- If travelling for private reasons, the coverage shall be limited to the tariffs and rates of the contracted network hospitals.

For eligible student participant’s students who are studying outside of the West Bank, the coverage shall be limited to the tariffs and rates of the West Bank, as set out on page 1 of this document.

**Conditions of Coverage**

- Options for in network and out-of-network claims should be considered for the contract
- Open System claims should be reimbursed completely.
- Maximum coverage up to $25,000 per participant per year for in and outpatient treatment combined and a total of $75,000 for the whole family (staff member and eligible dependents) together per year.

- Staff members and their dependents become eligible for coverage from the date of the staff member’s appointment to UNRWA as stated in their Letter of Appointment with UNRWA and date of birth within the contract period. Coverage ends when the staff member’s contract ends. Staff members who reach retirement age may opt to extend coverage for themselves and dependents until the annual insurance contract renewal or expiration of the insurance contract, but may not be extended beyond that date.

- Upon reaching the age of 18, eligible dependent children shall remain covered at the same premium until the annual insurance contract renewal or expiration of the insurance contract. Unless the staff member has requested the exclusion of their age 18 eligible dependent from coverage, upon insurance contract renewal, the age 18 eligible dependent will then be charged the adult premium up to age 25.
• Upon reaching the age of 25, eligible dependent children shall remained covered at the same premium until the annual insurance contract renewal or expiration of the insurance contract. At that point, they will not be eligible for coverage through the renewed insurance contract.

• Upon reaching the age 18 and less than 25, the cancelation request from the insurance list considered by individual name only and without cancelling his brothers and sisters who are above 18 and without any requested justification.

• Upon reaching the age of 25, eligible Disabled dependents registered and recognized at UNRWA records and entitled for Dependency Allowance should be covered (despite of their age).

• Upon reaching the age of 25, Unmarried daughter should be eligible for coverage.
  • If the staff daughter got married during the contract period she should continue covered. Pregnancy follow up and delivery should be excluded from coverage.

• Staff Members’ eligible dependent children studying inside and outside of the West Bank shall be covered from age 18 to age 25.

• Eligible dependents may subscribe for insurance coverage, subject to the appropriate premium, at any time during the coverage period.

• Costs related to pregnancy shall be included from Pre-Natal and Post Natal treatment and shall be considered as normal medical treatment.

• As a general rule, the coverage for hospitalization benefits will automatically discontinue on the date when the staff member’s coverage ends except in the following cases of special continuation:
  • Where the hospitalization was already in progress on or before the date of discontinuation of the participation in the GMIP coverage.
  • For new born babies on or before the date of discontinuation of the GMIP coverage. This continuation should not exceed 10 days after their birth.

• Costs related to Multiple Sclerosis, will be excluded. And will be covered through Palestinian National Authority Health Insurance, whose premium cost shall be covered by the Company. If prescribed medications are not available through the government health insurance, the Company will cover these drugs.

• The Company will not interfere with the kind of stent related to coronary artery disease (CAD) in any cases. The treating cardiologist will have sole authority to determine the kind of stent which will apply for the patient.

• The insurance contract will cover all expenses up to the moment of the diagnosis of cancer or a congenital condition. The Company will not be responsible to pay any additional expenses for surgery and further
complications arising from diagnosis of cancer or a conditions expressly stated as being excluded from coverage.

**Extended Coverage**

1. Miscarriage/abortions should be covered 100% and not excluded.
2. Plastic surgeries which improve the function and not just for cosmetic purposes should be covered 100%.
3. Dental services should include Dentists Examination Fees, Normal teeth extraction fees and surgical Teeth Extraction, X-Rays.
4. Physiotherapy and Occupational service should be covered 100%.
5. Triple test, fetal organ ultrasound and amniocentesis and other routine tests should be covered 100%
6. Any other investigation including lab tests could be requested by specialist due to abnormal condition of pregnancy should be covered 100%
7. Chronic and pre-existing diseases and hospitalizations should be covered 100% including stents and open heart surgeries, syringes for all injectable medications, strips for examining Blood Sugar, specific insulin for insulin pumps and Nebulizer treatment.
8. Cost of governmental medical insurance during insurance contract period by the insurance Company, for the congenital diseases after diagnosis for the purpose of providing coverage for such a plan member in the staff member's family.
9. Cost of governmental medical insurance during insurance contract period by the insurance Company for the cancer cases after diagnosis, hemodialysis for chronic indications, chemotherapy, radiotherapy, and organ transplantations after diagnosis for the purpose of providing coverage for such a plan member in the staff member's family.
10. At least one contracted hospital in Israel, Jordan and Egypt should be part of the insurance network.
11. UNRWA Medical Officers have the right to treat themselves and their dependents and to be considered as part of the network in this respect but without charging them for these activities.
12. Clexan needed for any prescribed cause should be covered as the doctor recommendation documented in the advice/report.
13. Covering acute stress and anxiety cases with no ceilings on number of visits or cost of re-imbursement. Treatment for chronic conditions related to stress and anxiety will not be covered.
14. All dermatological treatments are to be covered except for cosmetic reasons.
15. Covering Varicocelectomy and secondary infertility from complications from other conditions.
16. Covering Hernias cases, including Mesh related to hernias surgeries, for all cases when the patient's age is 3 years and above.
17. Covering epidural anaesthesia for normal vaginal delivery cases.
18. Cost of management of fatal lung immaturity and post-natal should be covered.
19. Covering Anti D and FMF.
20. Covering pregnancy tests and Beta HCG when needed.
Exclusions

1. All medical expenses due to road or work accidents.
2. Any treatment or examination for which the expenses are reimbursed or paid through any other insurance or payment policy.
3. Age limitation to 70 years of age or older.
4. Disease, illness or bodily injuries from wars, invasions, hostilities or war-like operations, radiation or contamination by radioactivity.
5. Treatment of psychiatric or mental disorders, chronic alcoholism or drug addiction or any injuries caused by self-administrated alcohol or drug, however, acute stress and anxiety cases are covered as per point no.11 above.
6. Treatment of primary infertility.
7. Treatment of any deliberate injuries resulting from any suicide attempt by the insured.
8. Cosmetic or plastic surgery other than reconstructive surgery necessitated to correct sequelae of traumatic injury.
9. Treatment of injuries resulting from dangerous sports.
10. Rest cures, sanitary or custodial care.
11. The provision of wigs.
12. Cost of hearing aids, contact lenses, artificial limbs, medical equipment or devices whether permanent or temporary, and all laser vision corrective treatments.
13. All kinds of cancer.
14. Treatment of congenital diseases following diagnosis.
15. Expenses related to organ transplantation operations.
16. Alternative medicine and treatments, unless it is recognised the State of Palestine, Ministry of Health.
17. Infant food and milk, cosmetic medicine, any medicine or medical services without a doctor prescription.
18. Routine check-up, vaccination, circumcision, and any preventative treatment.
19. Orthodontics, tooth transplantation, tooth cleaning, artificial tooth, and scaling
20. Obesity treatment and cases requiring surgical treatment such as gastrectomy
21. Pace makers are excluded from coverage.

Administrative Requirements:

- The Company should not ask more than one report from hospitals within the first 24 hours. Although the discharge report or any other detailed reports can be requested in some medical cases for more clarification

- The Company should not interfere with the duration of a participant’s hospital admission subject to receiving detailed medical report that clarify the cause of admission and length of stay.
• The Company shall, within 10 working days from the date of receipt of all necessary documentation with respect to any claim, either (a) reimburse such claim or (b) inform the Participant of the rejection of such claim and the reasons therefor. Failure to comply with this obligation shall be deemed a breach of this Contract which shall entitle UNRWA to exercise its remedies under this Contract, including without limitation those set forth in Sections 14 and 15 of the General Conditions.

• UNRWA and the Company agree that UNRWA may suggest new providers to be included in the network of providers, however, final agreement on such additions will be based on the number of Participants in the specific village or town. The Company shall endeavour to conclude an agreement with care providers suggested by UNRWA, or with care providers in areas suggested by UNRWA, within one month after receipt of UNRWA’s input. In case no agreement could be reached, the Company shall provide in writing the reasons why no agreement could be reached.

• Approvals for MRIs, CT scans should be done immediately upon request from the requesting physician or hospital without delay.

• Staff members will have 45 calendar days from the time of treatment to submit claims for reimbursements.

• Staff members shall have 45 working days from the issuing date of refusal letters to submit any missing documents (medical reports, lab results, etc) as part of an appeal of that refusal.

• Initial personalised insurance cards shall be issued to plan members without any restrictions and without additional fees. If the first card is lost, a replacement card shall also be issued without any restrictions and without additional fees. If the second card is lost, the plan member shall be responsible for a 20NIS fee to the Company.

• The Company shall send refusal letters to UNRWA Area Coordinators and HR assistants via email and by hard copy to accelerate the communication process to plan members.

• As a cost saving mechanism, the company will appoint specific pharmacies from within their network for the dispensing of medications related to chronic conditions. The Company will ensure that these pharmacies are broadly spread out through the West Bank to ensure that Participants can easily acquire their necessary medications. Participants will not be required to submit monthly reports for renewals of prescriptions. The Company agrees that pricing and cost savings will be based on the due value, not the claimed value for these prescriptions.

• Approval from the Company for cold cases should be given as soon as possible but not to exceed 12 hours from the time of the request from the requesting
physician or hospital even if there is no agreement about the price with the contracted hospital yet

- Dispute Committee meetings will be held no less than monthly between UNRWA and the Company. These can be scheduled with greater frequency if needed.

- The Company shall furnish to UNRWA the following reports on a monthly basis within 15 calendar days after the end of the calendar month to which the report relates (and within 45 calendar days after the last day of contract):
  - Inpatient and outpatient admissions report (including number of admissions, category details, premium)
  - Loss ratio report
  - Breakdown of rejected claims
  - Detailed outstanding report for inpatient cases (not received or processed).
  - Monthly Insured final list includes all related fields (endorsements date, endo reason and processing date…etc.)
  - Monthly additions and deletions lists with all related fields
  - Monthly Premium coverage

- The Company shall furnish to UNRWA the following reports on a quarterly basis within 15 calendar days after the end of the quarter to which the report relates (and within 45 calendar days after the last day of contract):
  - Utilization report (inpatient and outpatient claims), in the following format:
    - Insurance number
    - Employee number
    - Staff member name
    - Beneficiary name
    - Service date
    - Process date
    - Reference number
    - Claim number
    - Benefit
    - Sub-benefit
    - Provider name
    - Service details (for each and every single service)
    - Diagnosis
    - Claimed amount
    - Co-insurance
    - Discount
    - Further Discount
    - Debit
    - Paid amount
    - Submission method (direct/reimbursement)

- Failure to comply with these reporting obligations shall be deemed a breach of this Contract which shall entitle UNRWA to exercise its remedies under this Contract, including without limitation those set forth in Sections 14 and 15 of the General Conditions. UNRWA reserves the right to withhold payment of any premium due until such reports have been submitted.
• The Company shall issue any other report requested by UNRWA, within 15 calendar days of such request.
• Premium calculation: Additions and deletions of plan members, or cancelation of the premium, shall be calculated on a pro-rata basis only whether members have claims records or not.

Following the first six months of the contract, the Company and UNRWA will discuss any issues related to the contract, including in relation to the loss-ratio of the current contract. If the loss ratio is above 100%, or if UNRWA has any other concerns about the Company’s performance, UNRWA reserves the right to proceed to retender for the contract rather than renew the contract for another year. UNRWA’s right to retender is not limited to the scenario envisaged in this paragraph. In any case, renewal of the contract will be subject to satisfactory performance and agreement of both parties.

Should the contract be renewed after the first year, the same process outlined above (discussion of any issues at the six months’ mark) will be applicable to every subsequent year.
ANNEX F – EVALUATION CRITERIA

1. **MANDATORY REQUIREMENT**
   Vendors must pass the following before their Technical Proposal can be evaluated:
   
   a) Submission of Bid Bond at the value of 50,000 USD. A copy of the Bid Bond must be included in the Vendor’s Technical Proposal. The original Bid Bond must be sent to UNRWA by courier within 5 calendar days from the closing of the tender. Failure to do so will disqualify the Vendor to proceed for the next evaluation level.
   b) Vendor must have a minimum of seven years of experience in the field of health insurance in order to proceed for the next evaluation level.
   c) Vendor must have at least two years’ experience in management of similar accounts not less than 10,000 beneficiaries for the same client for such two years or more, in order to proceed for the next evaluation level.
   d) Vendor and/or sub-contractors (sub-vendors i.e. TPA companies to operate with the main Vendor) must have a Solvency Ratio of not less than 150% in order to proceed for the next evaluation level. The Vendor is required to provide a recent Bank Solvency Certificate copy of audited financial statements, with comparative figures for the previous 3 year (2017, 2018 and 2019); signed by the Vendor’s auditing/accounting firm (an English translation is required, if the statements are in a different language) in order for UNRWA to perform a check on financial strength.
   e) Vendor must provide valid UNGM ID registration number in order to proceed for the next evaluation level.

<table>
<thead>
<tr>
<th>TEFP</th>
<th>Mandatory Requirements</th>
<th>Pass</th>
<th>Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Submission of Bid Bond at the value of 50,000 USD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Minimum seven years of experience in health insurance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Minimum two years’ experience in management of account size of 5,000 beneficiaries for the same client for such two years or more</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Vendor and/or sub-contractors with Solvency Ratio of not less than 150% [A copy of audited financial statements, with comparative figures for the previous 3 year (2017, 2018 and 2019); signed by the Vendor’s auditing/accounting firm (an English translation is required, if the statements are in a different language) in order for UNRWA to perform a check on financial strength]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>UNGM ID No: ___</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. **TECHNICAL EVALUATION CRITERIA AND SPECIAL INSTRUCTIONS**

   The technical proposal accounts for 100 points. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to UNRWA’s Terms of Reference (TOR) applying the evaluation criteria, sub-criteria, and point system specified. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score of 70 points (70% of 100 points) and their financial proposal shall remain unopened.

   Proposals that have attained minimum 70 points score in the technical evaluation will be considered for further financial evaluation.
A. Technical Proposal

The indicative number of points anticipated to be given under each of the evaluation criteria are:

<table>
<thead>
<tr>
<th>TE1</th>
<th>Compliance with and Responsiveness to the insurance coverage requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>No.</td>
<td>Requirement description</td>
</tr>
<tr>
<td>1</td>
<td>Compliance with coverage of benefits according to different categories</td>
</tr>
<tr>
<td>2</td>
<td>Compliance with different co-insurance according to different categories</td>
</tr>
<tr>
<td>3</td>
<td>Compliance with the eligibility rules</td>
</tr>
<tr>
<td>4</td>
<td>Compliance with the exclusions list</td>
</tr>
<tr>
<td>5</td>
<td>Compliance with the general conditions</td>
</tr>
<tr>
<td>6</td>
<td>Presentation of the insurance and coverage: Organized table of benefits, Exclusions list, Description of the Claims Management Operation, Description of the medical providers management system, Customer care management (24/7) including Beneficiary Communication Process (including promotional material, informational meetings, wellness program, etc). Description of operation and other related contract management operations</td>
</tr>
<tr>
<td>Total</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>TE2</th>
<th>Providing all documentation as per requested by the TOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>No.</td>
<td>Document Needed</td>
</tr>
<tr>
<td>1</td>
<td>Company Profile - A full history of the company, highlighting the factors that in their view qualify them for providing the GMIP coverage for UNRWA in the terms established in the present RFP - Information regarding its local representation (if applicable), and any proposed sub-contractor(s) and/or third party administrator(s) presence in West Bank and supporting document confirming acceptance to provide the required services under the terms, conditions and duration of the contract as proposed by the Vendor.</td>
</tr>
<tr>
<td>2</td>
<td>Description of the insurance operation and process</td>
</tr>
<tr>
<td>3</td>
<td>Documentary evidence to prove that the Company is legally authorized to operate in West Bank, directly or through their local representative(s) and/or their sub-contractor(s) and/or their third party administrator(s)</td>
</tr>
<tr>
<td>4</td>
<td>Certificate confirming Non-liquidation or Bankruptcy of the company from a governmental authority, central bank or chambers of commerce</td>
</tr>
<tr>
<td>5</td>
<td>Client Profile – 3 Primary Clients Contacts including past satisfactory experience with UNRWA.</td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>
**TE3**  Experience in working with employees of international organization as well as other employee groups in large organizations and companies (similar in size to UNRWA) and number of years of experience

<table>
<thead>
<tr>
<th>No.</th>
<th>Client Description</th>
<th>Obtainable Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Large organizations (Local and Regional)</td>
<td>13</td>
</tr>
<tr>
<td>2</td>
<td>Large organizations (International)</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>19</strong></td>
</tr>
</tbody>
</table>

**TE4**  Medical network providers at different locations as per UNRWA Desired Locations of North, Central and South

<table>
<thead>
<tr>
<th>Geographical Area</th>
<th>Network description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>North (Nablus, Qalqilia, Jenin, Tulkarem and Tubas, etc.)</td>
<td>number and geographical distribution of hospitals accredited</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>number and geographical distribution of medical specialties</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>number and geographical distribution of Labs, radiology, physiotherapy centers and pharmacies</td>
<td>1</td>
</tr>
<tr>
<td>Central (Jerusalem, Ramallah, Jericho, etc.)</td>
<td>number and geographical distribution of hospitals accredited</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>number and geographical distribution of medical specialties</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>number and geographical distribution of Labs, radiology, physiotherapy centers and pharmacies</td>
<td>1</td>
</tr>
<tr>
<td>South (Bethlehem, Hebron, Ramadin, Dahriyeh, etc.)</td>
<td>number and geographical distribution of hospitals accredited</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>number and geographical distribution of medical specialties</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>number and geographical distribution of Labs, radiology, physiotherapy centers and pharmacies</td>
<td>1</td>
</tr>
<tr>
<td>Other cities</td>
<td>number and distribution of medical facilities accredited</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>10</strong></td>
</tr>
</tbody>
</table>

**TE5**  Software capacity and description used in the contract management

<table>
<thead>
<tr>
<th>No.</th>
<th>Module Description and Samples</th>
<th>Obtainable Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Network Management Module</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>Policy administration module</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>Claims management module</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>Approvals management and call Center module</td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>Reports and reports generating module and tools</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>15</strong></td>
</tr>
<tr>
<td>No.</td>
<td>Module Description</td>
<td>Obtainable Points</td>
</tr>
<tr>
<td>-----</td>
<td>-------------------------------------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>1</td>
<td>Company Assets (Balance Sheet Evaluation) - Finance Department</td>
<td>6</td>
</tr>
<tr>
<td>2</td>
<td>Company Profit and Loss for the past 2 years</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>12</strong></td>
</tr>
</tbody>
</table>

Note: A copy of audited financial statements, with comparative figures for the previous 3 year (2014, 2015 and 2016); signed by the Vendor’s auditing/accounting firm (an English translation is required, if the statements are in a different language) in order for UNRWA to perform a check on financial strength.

<table>
<thead>
<tr>
<th>TE7</th>
<th>Rating by Standard &amp; Poor’s and/or A.M. Best and a copy of quality management system such as ISO 9001:2008 and/or ISO 9001:2015</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Overall Score</td>
</tr>
<tr>
<td></td>
<td>3</td>
</tr>
</tbody>
</table>
B. **FINANCIAL EVALUATION CRITERIA**

The Financial proposal accounts 40% of 100 and is evaluated based on the following formula:

\[ S_f = 40 \times \frac{F_m}{F} \]

FM = Lowest price  
F = Price of proposal under evaluation  
Sf = Financial score  
Total score = Technical 60% + Financial 40%

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores.

UNRWA may, at its own discretion, enter into negotiation with one or a few Vendors.
ANNEX G - FINANCIAL PROPOSAL FORMAT

The format must include specific expenditures.

[Date]

To: THE UNITED NATIONS RELIEF AND WORKS AGENCY FOR PALESTINE REFUGEES IN THE NEAR EAST (UNRWA) Attention: Director of UNRWA Operations, West Bank, UNRWA West Bank Field Office, Jerusalem

Ladies/Gentlemen:

We, the undersigned, offer for the provision of GMIP service for UNRWA’s local area staff.

In accordance with your Request for Proposal No. CPS/WB/HR/0009/0/20 Our attached Financial Proposal is for the sum of [Amount in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period (180 days) of the Proposal.

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

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:
This document provides a template Vendors should use to respond to the Financial Proposal of this RFP. Note that the Financial Proposal may form the basis of any negotiation and/or contract between the parties.

- The financial evaluation will be based only on the premiums provided for basic benefits category for UNRWA staff and their recognized dependents (Table 1 and 2 below). However, the bidders must quote for the other categories (Tables 3), but, the premiums for these categories will not be part of the financial evaluation.

- The Vendor is required to provide a summary financial page and summary benefit design.

- UNRWA must be able to see options to cap, guarantee, or in some other way fix the costs for each plan, per year. The Vendors must identify and describe all cost containment programs included in their plan(s).

- The Vendor should provide premium price(s) for the GMIP coverage in a way that will allow evaluators without Insurance or Actuarial background to easily understand the financial proposal, and the impact of the different choices that could be made.

- Premium Payment Terms; as mentioned in Annex T.

- Price should be provided in US dollar (USD).

- UNRWA is exempted from all direct taxes, including fiscal stamps and municipal taxes and the premium price(s) offered should be net of any such taxes. The premium price(s) shall be deemed to cover all costs, expenses and charges.

<table>
<thead>
<tr>
<th>Table No 1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Basic Benefits Category for UNRWA Staff and Their Recognized Dependents</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Adult staff member or recognized dependents (18 years &amp; above)</td>
</tr>
<tr>
<td>Recognized dependent Child (under 18 years)</td>
</tr>
<tr>
<td>Grand Total</td>
</tr>
</tbody>
</table>
## Table No 2

### Basic Benefits Category for UNRWA Staff and Their Recognized Dependents

<table>
<thead>
<tr>
<th>No</th>
<th>Item</th>
<th>Estimated number of Insured</th>
<th>Yearly Premium per each insured (USD) Basic Benefits</th>
<th>Total yearly premium (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Adult Staff Member and Recognized Dependent (18 years &amp; above)</td>
<td>8133</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Recognized Dependent child (18 years &amp; under)</td>
<td>8677</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Grand Total</td>
<td>16810</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Table No 3

### Extra Benefits Category for UNRWA Staff and Their Recognized Dependents

<table>
<thead>
<tr>
<th>No</th>
<th>Item</th>
<th>Estimated number of Insured</th>
<th>Yearly Premium per each insured (USD) Basic Benefits</th>
<th>Total yearly premium (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Adult Staff Member and Recognized Dependent (19 years – 65 years)</td>
<td>8112</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Recognized Dependent child (18 years &amp; under)</td>
<td>8677</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Recognized Dependent (66 years – 99 years)</td>
<td>21</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Grand Total</td>
<td>16810</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Name, address, telephone and email of Vendor submitting the Proposal.
- Name, title, of the authorized representative of the Vendor submitting the Proposal
- Date of the submitted Proposal

Confirmation of the 180 days Proposal validity (any proposal with less than 180 days validity will be deemed invalid)
ANNEX I - TECHNICAL PROPOSAL TEMPLATE/Requirements

CONFIDENTIAL RFP No. CPS/WB/HR/0009/0/20

NOTE: NO Rates and Premiums INFORMATION SHOULD BE IN THIS DOCUMENT

Introduction
This document provides a template Contractors should use to respond to the Terms of Reference (TOR) of this RFP. Note that the TOR (Annex E) and any or all responses that are provided by the Contractor in response to this RFP may form the basis of any final contract between the parties.

Unless otherwise mutually agreed in writing as part of any final contract, the terms of the TOR in Annex E shall take priority in terms of service delivery requirements. Any services not included in the TOR shall be explicitly noted in this response so UNRWA may make a proper comparison between the offers of prospective service providers.

1 Mandatory
- Copy of Bid Bond at the value of 50,000 USD.
- Compliance to minimum seven years of experience in health insurance.
- Compliance to minimum two years’ experience in management of account size of 5,000 beneficiaries for the same client for such two years or more.
- Vendor and/or sub-contractors (sub-vendors ie. TPA companies to operate with the main Vendor) must have a Solvency Ratio of not less than 150% in order to proceed for the next evaluation level. The Vendor is required to provide a recent Bank Solvency Certificate copy of audited financial statements, with comparative figures for the previous 3 year (2017, 2018 and 2019); signed by the Vendor's auditing/accounting firm (an English translation is required, if the statements are in a different language) in order for UNRWA to perform a check on financial strength.
- UNGM Vendor ID no: _____

2 Compliance with and Responsiveness to the insurance coverage requirements
- Compliance with coverage of benefits according to different categories.
- Compliance with different co-insurance according to different categories.
- Compliance with the eligibility rules.
- Compliance with the exclusions list.
- Compliance with the general conditions and premium.
- The bidder shall provide the average discount from hospitals and medical suppliers in addition to the specimen of the contracts with the hospitals and medical suppliers.
- *Presentation of the insurance and coverage:
  ✓ Organized table of benefits,
  ✓ Exclusions list,
  ✓ Description of the Claims Management Operation,
  ✓ Description of the medical providers management system,
  ✓ Customer Care Management (24/7) including Beneficiary Communication Process (including promotional material, informational meetings, wellness program, etc),
  ✓ Description of operation and other related contract management operations.

3 Providing all documentation as per requested by the TOR
- Company Profile:
o A full history of the company, highlighting the factors that in their view qualify them for providing the GMIP coverage for UNRWA in the terms established in the present RFP.

o Information regarding its local representation (if applicable), and any proposed sub-contractor(s) and/or third party administrator(s) presence in Hashemite Kingdom of Jordan and supporting document confirming acceptance to provide the required services under the terms, conditions and duration of the contract as proposed by the Vendor.

- Description of the insurance operation and process.
- Documentary evidence to prove that the Company is legally authorized to operate in West Bank, directly or through their local representative(s) and/or their sub-contractor(s) and/or their third party administrator(s).
- Certificate confirming Non-liquidation or Bankruptcy of the company from a governmental authority, central bank or chambers of commerce.
- Client Profile – Three (3) Primary Clients Contacts using the below format and any previous satisfactory experience with UNRWA:

<table>
<thead>
<tr>
<th>Reference 1</th>
<th>Reference 2</th>
<th>Reference 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone no:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Start and Complete Dates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Beneficiaries</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scope of Services</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4 Experience in working with employees of international organization as well as other employee groups in large organizations and companies (similar in size to UNRWA) and number of years of experience

- Large organizations (Local and Regional)
- Large organizations (International)

5 **Medical network providers at different locations as per UNRWA Desired Locations of West Bank**

- Submission of a List of Providers by UNRWA Desired Locations

6 **Software capacity and description used in the contract management**

- Network Management Module
- Policy administration module
- Claims management module Approvals management and call centre module
- Report and reports generating module, tools and PDF samples of the reports.

7 **Company financial capacity and solidity**

- Company Assets (Balance Sheet Evaluation)
- Company Profit and Loss for the past 3 years
[A copy of audited financial statements, with comparative figures for the previous 3 years (2017, 2018 and 2019); signed by the Vendor's auditing/accounting firm (an English translation is required, if the statements are in a different language) in order for UNRWA to perform a check on financial strength]

8 **Rating by professional organisation in the insurance and financial services industry such as the Chartered Insurance Institute (CII) or equivalent and a copy of quality management system such as ISO 9001:2008**
   - Rating document
   - Quality Management System document such as ISO 9001:2008
ANNEX J - LETTER OF INTRODUCTION

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

Date: [insert date]

To: THE UNITED NATIONS RELIEF AND WORKS AGENCY FOR PALESTINE REFUGEES IN THE NEAR EAST (UNRWA)
Attention: Director of UNRWA Operations, West Bank,
UNRWA West Bank Field Office, Jerusalem

Subject: RFP# CPS/WB/HR/0009/0/20

Dear Sir / Madam,

Being duly authorized to represent and act on behalf of [insert name of Vendor] (hereinafter “the Vendor”), in accordance with the attached power of attorney (or equivalent document), and having reviewed and fully understood the requirements of the RFP, the undersigned hereby offer our best bid for this contract, in accordance with the terms and conditions of the RFP, our bid being valid until [insert date of offer expiration – please note Section 5 of Annex A to this RFP].

We confirm our understanding and agreement that the terms set forth in this RFP, including the General Conditions of Contract (Annex B to RFP), the Terms of Reference (Annex E to RFP) and any special conditions set forth herein will form part of any contract should UNRWA accept our proposal.

We confirm our understanding, agreement and compliance with all the terms and conditions set forth in the RFP, including without limitation Sections 10, 11, 12, 13 and 14 of the Instructions to Bidders (Annex A to RFP).

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

Name: ______________________________________________________________________

Title of Authorized Representative: ______________________________________________________________________

Signature: ______________________________________________________________________

Company Name and Address: ______________________________________________________________________

Telephone No: ______________________________________________________________________

Email address: ______________________________________________________________________

NOTE: Please attach power of attorney or equivalent document evidencing authority of above signatory to sign the proposal and represent the Vendor.
SERVICE LEVEL AGREEMENT

FOR THE PROVISION OF GROUP MEDICAL INSURANCE COVERAGE FOR THE
UNRWA LOCALLY EMPLOYED STAFF AND THEIR RECOGNIZED DEPENDENTS IN
WEST BANK

This document is an annex to the above-mentioned Group Medical Insurance Plan Contract and is an integral part of the Contract.

This Service Level Agreement (“SLA”) is set up to provide;

(a) Continuous monitoring of contract performance, and
(b) A consistent level of contract management services by the contractor

This SLA shall enter into force as of --/--/2020.

Article 1: Hospital accommodation

1.1 Service level

Hospital admissions covered by the UNRWA GMIP shall be optimally allocated according to - First class.

In agreement with the treating physician, UNRWA insured staff can request a transfer to another hospital within its provider network if the accommodation is not available. Should any UNRWA insured staff member not wish to be transferred in order to be accommodated in accordance within his / her class, any such UNRWA insured staff member shall be given hospital accommodation at the next available higher level closest to his/her class.

The contractor shall take all reasonable measures to request hospitals only to offer provision of 1st class hospital accommodation to UNRWA insured staff.

The contractor shall at all times act to the best of its ability: the Contractor has no direct influence on the admission allocation policy of the hospitals and cannot be held responsible for any shortcomings in the admission policy of any particular hospital but shall strive at all times to offer alternative options to UNRWA insured staff which comply with their entitlements.

1.2 Actions

The contractor shall log and monitor the number of cases of reported lower than entitled class admissions and shall report any such cases, together with the reasons and the remedial action taken, to UNRWA in a monthly written report. Additionally, the Contractor shall log and report on all rejected cases together with the reasons for any such rejection and shall report any such cases to UNRWA in a monthly written report.

UNRWA management shall notify the contractor of each case of lower than reimbursed class admission reported to them by UNRWA insured staff in a timely manner.
Article 2: Answering of calls

2.1 Service level

The contractor Approval Centre will be accessible 24 hours a day, 7 days a week for all (medical) questions relating to the insurance contract or to an UNRWA staff member’s personal case. At the Approval Centre, doctors will be available 24 hours a day, 7 days a week.

2.2 Actions

The Contractor shall log and monitor the number of calls received and the timeframe within which they were answered and shall report the gathered data to UNRWA in a monthly written report.

Article 3: Decisions on coverage

3.1 Service level for all requests

For all emergency and non-emergency requests for coverage for inpatient care submitted, the contractor shall provide its Medical Consultant’s decisions on coverage within a period of 15 minutes from the time all information required to make a decision on the case has been made available to the Contractor.

3.2 Service level for emergency requests

For all emergency requests, admission shall be adjudicated by the hospital at the discretion of the treating physician subject to the procedures agreed between the Contractor and the Hospital. The Claim Processor will ask all hospitals in its provider network to avoid bureaucratic procedures and administrative issues hindering urgent medical treatment. The Contractor shall at all times act to the best of its ability but cannot be held responsible for any shortcomings in the admission policy of any particular hospital.

3.3 Actions

In all cases the contractor shall confirm its decision to the hospital within the agreed time frame. In case that the agreed time frame has been exceeded by 15 minutes, the decision shall automatically be considered in favor of the insured person, except in case of Force Majeure.

Any such positive coverage decision shall be confirmed in writing by the contractor to the UNRWA insured staff member and/or Hospital.

The contractor shall log and monitor the number of requests and the timeframe within which they were answered and shall report the gathered data to UNRWA in a monthly written report.

Article 4: Coverage areas

4.1 Service level

The contractor shall take all reasonable and necessary measures to ensure appropriate hospital and provider network area coverage.

The contractor shall continuously monitor the area medical network utilization and shall enter into negotiation with non-network admitted inpatient or outpatient care providers within geographic areas in West Bank that are not sufficiently covered by the existing listed provider network.
The contractor shall explicitly request its designated hospitals not to demand pre-payments from UNRWA insured staff or other confirmations such as signatures to confirm that the UNRWA insured staff member will cover all incurred costs privately.

The contractor shall provide UNRWA immediately of any change regarding medical network (addition/deletion)

4.2 Actions

UNRWA shall provide input in writing on the geographic areas in West Bank in which it considers the existing listed provider network is not sufficient.

The contractor shall endeavor to conclude an agreement with care providers, as appropriate, in the targeted area/s within one month of the decision for network expansion or shall provide in writing the reasons why no agreement could be reached with the respective care providers in the targeted areas.

Article 5: Claims administration procedure

The Contractor shall process the claims in accordance with the following procedure:

a. Claims Collection:
   - The contractor shall distribute claims collection boxes to certain UNRWA centers.
   - Insured members shall put the reimbursement invoices and all related documents in the above mentioned boxes.
   - The contractor shall be responsible for the collection of the claims on a regular basis minimum twice a week

b. Claims Settlement:
   - The contractor shall issue the approved reimbursement claims list to each UNRWA insured staff bank account, both for his/her own claims and for his/her dependents’ claims.
   - Reimbursements shall be made within 10 working days from the date of receipt.

c. Free access Claims:
   - Each insured person has a guaranteed free access to the Contractor’s network (designated) hospitals using the contractor’s medical card and form.
   - Approved claims shall be settled and paid to the network providers directly.

Article 6: Reporting

No later than the 10th day of each month (and on the last day of the contract), the contractor shall provide to UNRWA the following reports with respect to the previous month’s data:

1. Utilization report (Inpatient and Outpatient Claims) in the following format
   a. Insurance number.
   b. Employee number.
   c. Staff member name.
   d. Beneficiary name.
   e. Service date.
   f. Process date.
   g. Reference number.
   h. Claim number.
i. Benefit.

j. Sub-Benefit.

k. Provider name.

l. Service details.

m. Diagnosis.

n. Claimed amount.

o. Co-insurance

p. Discount

q. Further discount

r. Debit

s. Paid amount.

t. Age.

u. Submission method (Direct/Reimbursement).

2. Inpatient admissions report on weekly basis.

3. Summary of paid claims per package.

4. Policy performance report including:
   a. Category details
   b. Age band
   c. Earned premium
   d. Population count.
   e. Outstanding Risk Reserve – according to UNRWA formula
   f. IBNR risk reserve according to UNRWA formula
   g. Loss ratio

5. Premium report according to age band and categories (Basic and Extra) on pro-rata basis

6. User access to Contractor system (Read Only) for review & reporting purposes.

7. Contractor to provide UNRWA with physical claims upon request.

8. Contractor shall provide UNRWA with settlement reports to medical provider.

9. All other reports described in Articles 1 through 3 above of this Service Level Agreement.

**Article 7: Policy Booklet.**

1. The Contractor shall produce at its own cost UNRWA GMIP booklet covering and outlining the benefits under this Contract, the procedures to be followed by the insured and a list of all medical network providers.

2. The text of the booklet should be pre-approved by UNRWA and subsequently be provided to the UNRWA in sufficient copies to be distributed to each UNRWA Locally Employed Staff.
Article 08: Key Performance Indicators KPI

Service Level Agreement (SLA)

The purpose of this document is to clearly define the services that will provide to UNRWA by the service providers. It will allow both parties to fully understand the obligations and commitments to each other and will also provide a platform on which the consortium services can be defined, evaluated and enhanced.

UNRWA will compare the performance of the service providers against the Service Levels as detailed in this document. Following the start of the insurance year, our performance will be reviewed and discussed at predefined periodic intervals. Service providers will provide monthly statistical information to UNRWA which compares the actual performance levels achieved against the service levels detailed herein.

Where working days are referred to in this document, this means working days in West Bank and excludes public holidays.

1. Automated Reports
Service providers will issue monthly Claims Reports on the first week of the following month.

<table>
<thead>
<tr>
<th>Claims report issued by the 1st week of each month</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2 days delay</td>
<td>4</td>
</tr>
<tr>
<td>3 days delay</td>
<td>3</td>
</tr>
<tr>
<td>4 days delay</td>
<td>2</td>
</tr>
<tr>
<td>5 days delay</td>
<td>1</td>
</tr>
</tbody>
</table>

In addition, the claims report shall be available to UNRWA via an online access.

2. Medical Claims Support
Service providers Medical Claims team is available from Sunday to Thursday, 8am to 5pm Jerusalem time.

Processing:

2.1 Fully completed Cash Claims Forms that service provider receives will be processed within 10 working days, i.e. the insured member will be notified, payment will be issued by cheque and reach the UNRWA GMIP focal point. Fulfilment of this commitment will be evaluated as follow:
2.2 Admissions and approvals for Inpatient /outpatient services within 15 minutes timeframe. Fulfilment of this commitment will be evaluated as follow:

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>95% to 100% of claims</td>
<td>5</td>
</tr>
<tr>
<td>&gt;90%</td>
<td>4</td>
</tr>
<tr>
<td>&gt;85%</td>
<td>3</td>
</tr>
<tr>
<td>&gt;80%</td>
<td>2</td>
</tr>
<tr>
<td>&gt;75%</td>
<td>1</td>
</tr>
</tbody>
</table>

2.3 Collection of Cash claims from designated stations and cheque delivery to those stations minimum twice a week or more. Fulfilment of this commitment will be evaluated as follows:

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% of locations within timeframe</td>
<td>5</td>
</tr>
<tr>
<td>&gt;95%</td>
<td>4</td>
</tr>
<tr>
<td>&gt;90%</td>
<td>3</td>
</tr>
<tr>
<td>&gt;85%</td>
<td>2</td>
</tr>
<tr>
<td>&gt;80%</td>
<td>1</td>
</tr>
</tbody>
</table>

2.4 Cheque liquidation evaluation is assessed based on the number of complaints received. Admissible complaint are limited to complaints related to the mistake of service provider.
0% of complaints received | 5

<5% | 4

<10% | 3

<15% | 2

<20% | 1

2.5 Quality of settled claims (approved/rejected) is clearly justified using a disbursement order providing the basis of approval/rejection in line with the GMIP TOR and SLA: 5 to 0 depending on the language and the number of abbreviations, missing elements, etc.

2.6 Each claim carries a unique reference number to facilitate follow up and claim settlement (5 or 0).

3. Medical Network

3.1 Network of medical providers is widely spread in Jordan and up to the satisfaction of the insured members. This is limited by the provider’s willingness to be contracted by service provider and be included in the medical network – in which case the required clarifications shall be provided to UNRWA.

<table>
<thead>
<tr>
<th>New providers is contracted within 2 weeks of UNRWA’s request</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within 3 weeks</td>
<td>4</td>
</tr>
<tr>
<td>Within 4 weeks</td>
<td>3</td>
</tr>
<tr>
<td>Within 5 weeks</td>
<td>2</td>
</tr>
<tr>
<td>Within 6 weeks</td>
<td>1</td>
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</tbody>
</table>

3.2 GMIP booklet and its updates are communicated frequently to UNRWA.

3.3 Access medical forms and insured ID are available within one week timeframe from the date of request. Fulfilment of this commitment will be evaluated as follows:
100% of forms and ID’s | 5
---|---
>95% | 4
>90% | 3
>85% | 2
>80% | 1

4. Communication

Service provider Helpline, which is operational 24 hours a day, 365 days a year, provides assistance and support to our members in our two official company languages: Arabic & English.

4.1 Efficiency in responding to management telephone calls within 10 minutes. Responding in this case shall be understood as addressing the matter within this timeframe (except when the resolution requires additional time and in that event a justification shall be provided to the management within the stated timeframe).

4.2 Efficiency in responding to staff telephone calls and/or complaints within 15 minutes.

| 90% to 100% of all calls | 5 |
---|---|
<90% | 4 |
<80% | 3 |
<75% | 2 |
<70% | 1 |

4.3 Efficiency in responding to UNRWA messages, emails, queries and complaints within one working day for cold cases and half an hour for emergency (reasonable efforts should be made to respond within 5 minutes in such cases).
4.4 The average call abandonment rate of the Helpline will be less than 5%.

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>95% to 100% of all calls</td>
<td>5</td>
</tr>
<tr>
<td>&lt;95%</td>
<td>4</td>
</tr>
<tr>
<td>&lt;85%</td>
<td>3</td>
</tr>
<tr>
<td>&lt;75%</td>
<td>2</td>
</tr>
<tr>
<td>&lt;70%</td>
<td>1</td>
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</tbody>
</table>

4.5 Ability to solve and minimise dispute cases and insured complaints
- the number of complaints received by UNRWA from the insured members
- the timeline of addressing Dispute Committee recommendations

5. Management

5.1 Adherence to the GMIP’s TOR and SLA
5.2 Accuracy in providing accurate monthly reconciliation
5.3 Efficient and flexible communication channels and escalation process
5.4 Ability to ensure healthcare cost managed efficiently through obtaining evidences of getting reasonable market discount within network.
5.5 Ability to provide insurer/contractor’s services with less management interference in individual case.
ANNEX L: PERFORMANCE BOND (BANK GUARANTEE)

Messers: United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA)

Performance Bond

Contract No: -----------------------
For The Provision of Group Medical Insurance Policy (GMIP) to UNRWA WBFO, Jerusalem.

We have the honor to inform you that our establishment guarantees jointly and severally in your favor Messers ___________________ for the sum of __________ for the good performance of the contract for the Provision of Group Medical Insurance Policy (GMIP) to UNRWA WBFO Jerusalem.

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

In the event of Messers ____________________ not fulfilling their obligations towards the said contract, we undertake to pay in cash to you upon your first demand and notwithstanding any objections on the part of the said Messers ________________________________ the sum of ____________________________.

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

Yours faithfully

Signature

Bank Name
Representative Name
Representative Title
Date
ANNEX M: BID BOND

Messers: United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA)

Bid Bond

Tender No: RFP# CPS/WB/HR/0009/0/20
For The Provision of Group Medical Insurance Policy (GMIP) to UNRWA West Bank Field Office, Jerusalem

We have the honor to inform you that our establishment guarantees jointly and severally in your esteem organization’s favor for the amount 50,000 US dollars for the purpose of Bid Bond for the tender of the provision of Group Medical Insurance Policy (GMIP) to UNRWA West Bank Field Office, Jerusalem.

This unconditional guarantee shall remain valid and irrevocable and shall not be restricted, delayed or in any way encumbered by any dispute that may arise between us, UNRWA, and our establishment, being _______________ (Bank Name), or by any other reason.

In the event of Messers _________________ (Vendor/Vendor name) withdraws their bid before the expiration of the period of its validity or fails to honour the bid in compliance with the tender by unable to sign the contract after being awarded, UNRWA shall have the full right to cash this bid bond in full, we undertake to pay in cash to UNRWA upon your first demand and not withstanding any objections on the part of the said Messers _________________ (Vendor/Vendor name) the sum of 50,000 US dollars.

Our liability is limited to the sum of 50,000 US dollars and your claim hereunder must be received in writing at this office by email, hand or courier before the expiration of the validity period of 180 days of the tender/proposal, accompanied by your statement, bearing your handwritten signature, that Messers _________________ (Vendor/Vendor name) has defaulted the terms of the tender, and such claim and statement shall be accepted as conclusive evidence (and admissible as such that the amount claimed is due to you under this guarantee.)

Claims and statements as aforesaid must bear the dated signature of the UNRWA Director of UNRWA Operations, West Bank.

This guarantee shall come into force at __________ on __________ being the closing time and date for this tender, and will expire at the same date and time as the validity period of 180 days of the tender/proposal.

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

Yours faithfully

Signature

Bank Name
Representative Name
Representative Title
Date
UNRWA aims at obtaining a wide geographical coverage in West Bank for hospitals, doctors, laboratories, radiology centres, physiotherapy centres and pharmacies. Bidders are requested to provide their accredited medical network and a confirmation on agreeing to add new medical providers upon UNRWA request.

<table>
<thead>
<tr>
<th>No.</th>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
# ANNEX O - UNRWA GMIP Beneficiaries Census Data

## Age and Gender Band as of (February 2020)

a. Staff members and their recognized dependents

### Basic Category

<table>
<thead>
<tr>
<th>Age</th>
<th>CHILD</th>
<th>PRINCIPAL</th>
<th>SPOUSE</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 18</td>
<td>8677</td>
<td></td>
<td></td>
<td>8677</td>
</tr>
<tr>
<td>19 - 25</td>
<td>1905</td>
<td>13</td>
<td>47</td>
<td>1965</td>
</tr>
<tr>
<td>26 - 59</td>
<td>3</td>
<td>3598</td>
<td>2444</td>
<td>6045</td>
</tr>
<tr>
<td>60 - 70</td>
<td>27</td>
<td>96</td>
<td></td>
<td>123</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>10585</strong></td>
<td><strong>3638</strong></td>
<td><strong>2587</strong></td>
<td><strong>16810</strong></td>
</tr>
</tbody>
</table>

### Count of Participants by SEX and by Relation

<table>
<thead>
<tr>
<th>Sex</th>
<th>CHILD</th>
<th>PRINCIPAL</th>
<th>SPOUSE</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Female</td>
<td>5062</td>
<td>1857</td>
<td>1564</td>
<td>8483</td>
</tr>
<tr>
<td>Male</td>
<td>5523</td>
<td>1781</td>
<td>1023</td>
<td>8327</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>10585</strong></td>
<td><strong>3638</strong></td>
<td><strong>2587</strong></td>
<td><strong>16810</strong></td>
</tr>
</tbody>
</table>

### Count of Child by AGE and Sex

<table>
<thead>
<tr>
<th>Age</th>
<th>Female</th>
<th>Male</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;19</td>
<td>4158</td>
<td>4519</td>
</tr>
<tr>
<td>19-25</td>
<td>904</td>
<td>1001</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>5062</strong></td>
<td><strong>5520</strong></td>
</tr>
</tbody>
</table>
i. Statistics Related To Claims In NIS Provided By GMIP Providers for West Bank

enter period of statistical data

OUT OF HOSPITAL claims as of 30/12/2019 in USD

<table>
<thead>
<tr>
<th>UY</th>
<th>Paid Claims USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019/2020</td>
<td>1,893,044.64</td>
</tr>
</tbody>
</table>

ii. Statistics related to loss ratio per scheme.

<table>
<thead>
<tr>
<th>Scheme</th>
<th>L/R</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018/2019</td>
<td>123%</td>
</tr>
<tr>
<td>2019/2020</td>
<td>125%</td>
</tr>
</tbody>
</table>

Vendors need to observe the variation in Loss Ratio among various schemes while providing adequate costing for different schemes and ensure each scheme is baring the incurred cost.

Note: It is the bidder’s responsibility to interpret data provided by UNRWA. UNRWA denies any responsibility for any bidder’s interpretation of data provided to them.
# Annex Q – Vendor Profile

**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 _____ : USD___________ million
   - Year _____ : USD___________ million
   - Year _____ : USD___________ million

20. Annual Value of Export Sales for the last 3 Years:
   - Year _____ : USD___________ million
   - Year _____ : USD___________ million
   - Year _____ : USD___________ million

21. Account holder:
   - Bank Name:
   - Swift/BIC Address:
   - Bank Address:
22. Bank Account Number: IBAN (Europe and Middle East):
   - CHIPS (US Only):
   - FED (US Only):
   - ABA (US Only):
   - BSB (Australia Only):
   - Any other details:

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

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

24. Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (please provide a Copy of your latest Certificate):

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

26. For Goods only, do those offered for Supply conform to National/International Quality Standards? 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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</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>
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<td>USD</td>
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</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
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; UPU; 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.a. 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.

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

يشهد بنك المصارف المذكور اسم الشركة الموظفة في عام الموافق عام هو عميل لدينا منذ عام.

وفيما يلي البيانات والمعلومات المتاحة لدينا عن العميل:

1. تفاصيل التسهيلات الممنوحة للمقاول وأرصدتها المستعملة كمعدل سنوي حتى تاريخه.
   قيمة التسهيلات الممنوحة:
   أ. أقل من (100) ألف دولار أمريكي.
   ب. من (100) ألف – (500) ألف دولار أمريكي.
   ت. من (500) ألف – (1) مليون دولار أمريكي.
   ث. أكثر من (1) مليون دولار أمريكي.

2. هل واجه المقاول صعوبات مع البنك:
   أ. في تسديد التزاماته؟
   ب. متى كانت آخر هذه الصعوبات؟
   ت. ما هو سبب هذه الصعوبات؟ يرجى الإشارة إذا كانت هناك أرصدة تسهيلات مستحقة وغير مدفوعة مرتبة عليه؟

3. هل سابق وان صورت للمقاول ككلبات على حساب المشاريع خلال السنوات الثلاث الأخيرة؟ ما سبب ذلك؟
   متى؟ لصالح أي جهة؟

4. ملاحظات البنك على الوضع المالي للمقاول بشكل عام وعلى حركة حساباته.

5. أي ملاحظات أخرى عن المقاول ترونها ضرورية.

6. حجم التسهيلات التي يمكن أن تكون للمقاول سنوياً.
Date:

Dear:

**Statement of contractors’ financial solvency**

The ………………………… Bank (name of Bank) testifies that the contractor/company …………………….established in year …………… is an agent of the bank since……………………….. (year).

Following are the available data and information regarding the contractor:

1. Details of facilities granted to the contractor and their used balances at an annual rate to date.

   **Amount of facilities granted:**
   - a. Less than (100) thousand USD
   - b. From (100) thousand - (500) thousand USD
   - c. From (500) thousand - (1) million USD
   - d. More than (1) million USD

2. Did the contractor face any difficulties with the bank:
   - a. In repayment of obligations?
   - b. When was the last one?
   - c. What is the reason behind these difficulties? Please indicate if there are any outstanding balances related to the facilities granted.

3. During the last three years, have the contractor’s bails been confiscated at the expense of projects? Why? When? In whose favour?

4. Bank’s remarks on the financial situation of the contractor in general and on the transactions of his accounts.

5. Any other remarks you deem necessary about the contractor.

6. The amount of facilities that could be granted to the contractor annually.
THE GLOBAL COMPACT
Corporate Citizenship in the World Economy

UNRWA strongly encourages all vendors to actively participate in the Global Compact. The Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization.

EXPRESSIONS OF SUPPORT

To participate in the Global Compact a company:

1. Sends a letter from the Chief Executive Officer (and where possible, endorsed by the board) to the Secretary-General expressing support for the Global Compact and its principles:

   Secretary-General
   United Nations
   New York, NY 10017

2. Sets in motion changes to business operations so that the Global Compact and its principles become part of strategy, culture and day-to-day operations;

3. Is expected to publicly advocate the Global Compact and its principles via communications vehicles such as press releases, speeches etc.; and

4. Is expected to publish in its annual report (or similar corporate report) a description of the ways in which it is supporting the Global Compact and its ten principles. This “Communication on Progress” is an important tool to demonstrate implementation through public accountability.

The Global Compact offers engagement opportunities to all participants through the following:

• Dialogues: Action-oriented meetings that focus on specific issues related to corporate citizenship, globalization and sustainable development.
• Information Sharing and Learning Events: Local information sharing and learning events whereby participants share experiences and lessons related to Global Compact issues. Companies are also invited to develop and share examples of good corporate practices and lessons learned on the Global Compact website.
• Partnership Projects: The Global Compact encourages participants to engage in partnership projects with UN agencies and civil society organizations in support of global development goals.
THE PRINCIPLES OF THE GLOBAL COMPACT

At the World Economic Forum, Davos, on 31 January 1999, then UN Secretary-General Kofi A. Annan challenged world business leaders to "embrace and enact" the Global Compact, both in their individual corporate practices and by supporting appropriate public policies. The Global Compact's operational phase was launched at UN Headquarters in New York on 26 July 2000. During the first Global Compact Leaders Summit, held on 24 June 2004 at UN Headquarters in New York, the Secretary-General announced the addition of a tenth principle against corruption.

Human Rights
   Principle 1: The support and respect of the protection of international human rights;
   Principle 2: The refusal to participate or condone human rights abuses.

Labour
   Principle 3: The support of freedom of association and the recognition of the right to collective bargaining;
   Principle 4: The abolition of compulsory labour;
   Principle 5: The abolition of child labour;
   Principle 6: The elimination of discrimination in employment and occupation.

Environment
   Principle 7: The implementation of a precautionary and effective program to environmental issues;
   Principle 8: Initiatives that demonstrate environmental responsibility;

Anti-Corruption
   Principle 10: The promotion and adoption of initiatives to counter all forms of corruption, including extortion and bribery.

Vendors interested in participating in the Global Compact are encouraged to visit the Global Compact website at www.unglobalcompact.org for further information.
UNITED NATIONS SUPPLIER CODE OF CONDUCT

UN Charter: The values enshrined in the United Nations (UN) Charter, respect for fundamental human rights, social justice and human dignity, and respect for the equal rights of men and women, serve as the overarching goals that suppliers to the UN are expected to achieve.

Global Compact: At the World Economic Forum, Davos, on 31 January 1999, the UN Secretary-General challenged world business leaders to "embrace and enact" the Global Compact, both in their individual corporate practices and by supporting appropriate public policies. The Global Compact's operational phase was launched at UN Headquarters in New York on 26 July 2000. During the first Global Compact Leaders Summit, held on 24 June 2004 at UN Headquarters in New York, the Secretary-General announced the addition of a tenth principle against corruption. The Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization. The United Nations strongly encourages all suppliers to actively participate in the Global Compact. And to that end, this Code has been developed with recognition of the importance of the ten principles of the UN Global Compact, and is viewed as an important means of integrating the Compact's principles into the operations of the UN. The Code addresses the issues included in the Compact in the areas of human rights, labour, environment and anti-corruption and interpretation of the Code should be undertaken in a manner consistent with the Global Compact. Suppliers interested in supporting the Global Compact and for more information on the ten principles, can visit the Global Compact website at www.unglobalcompact.org.

International Labor Organization (ILO) Core Labor Conventions: The Labour Conventions as established by the tripartite UN affiliated agency, the ILO, have served as the foundation on which much of this Code of Conduct is based. It is the UN's expectation that any supplier providing products or services to the UN, will adhere to the spirit of its Charter, and the core principles of the ILO Conventions. The full text of the ILO Conventions can be accessed by accessing the ILO electronic database.²

Continuous Improvement: The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to the UN. It is the expectation of the UN that suppliers adhere to all laws, rules and regulations, and strive to exceed both international and industry best practices. The UN recognizes that reaching the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions.

Monitoring and Evaluation: The UN may conduct on-site evaluations and inspections of its supplier’s facilities and those of their subcontractors to review their progress towards these principles. It is the expectation of the UN that suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. The UN may monitor that milestones have been set in place to ensure that the principles set out in this Code of Conduct have been met and failure to do so may impact the future ability of a supplier to do business with the UN. Notwithstanding the aspirational character of the principles contained in this Code of Conduct, UN Suppliers must understand that if they are awarded a contract with the United Nations, the United Nations General Conditions of Contract are an essential part of UN contracts and, therefore, legally enforceable against UN contractors.

1. Supplier Relationships: The provisions of this Code of Conduct set forth the expectations of all suppliers with whom the UN does business. The UN expects that these principles apply to suppliers, parent entities and subsidiary or affiliate entities, as well as all others with whom they do business including employees, subcontractors and other third-parties. The UN expects that suppliers ensure that this Code of Conduct is communicated to the employees and subcontractors of all suppliers, and that it is done in the local language and in a manner that is understood by all.

2. **Promoting the Principles of this Code of Conduct:** The UN expects that its suppliers will establish and maintain appropriate management systems whose scope is related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. All principles contained in this Code of Conduct are of equal importance independently of their order of appearance. Supplier participants in the Global Compact are strongly encouraged to operationalize its principles and to annually communicate their progress to stakeholders.

3. **Subcontracting:** The UN expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct or equivalent set of principles.

**Labour:**

4. **Freedom of Association and Collective Bargaining:** The UN expects its suppliers to recognize and respect the rights of employees to freely associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed, as well as core ILO conventions *Freedom of Association and Protection of the Right to Organise Convention, (C 87, 1948)* and *Right to Organise and Collective Bargaining Convention, (C.98-1949).* The UN recognizes the importance of open communication and direct engagement between workers and management and suppliers are to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.

5. **Forced Labor:** The UN expects its suppliers to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with ILO conventions pertaining to forced labor: *Forced Labour Convention, (c.29-1930)* and *Abolition of Forced Labour Convention, (C.105-1957).* All work, including overtime work, will be voluntary and workers should be free to leave upon reasonable notice. Suppliers should also not mandate that workers hand over government-issued identification; passports or work permits as a condition of employment.

6. **Child Labor:** The UN expects its suppliers, at a minimum, not to engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, *the ILO Minimum Age Convention (C.138-1973)* or *the Prohibition and Immediate Elimination of the Worst Forms of Child Labor Convention (C. 182-1999).* The minimum admission to employment or work shall not be less than the age of completion of compulsory schooling, normally not less than 15 years or 14 where the local law of the country permits, deferring to the greatest age. Additionally, all young workers must be protected from performing any work that is likely to be hazardous or to interfere with the child’s education or that may be harmful to the child’s health, physical, mental, social, spiritual or moral development. All suppliers should also adhere to legitimate workplace apprenticeship programs and comply with all laws and regulations governing child labor and apprenticeship programs.

7. **Discrimination:** The UN does not tolerate any form of discrimination in hiring and employment practices on the ground of race, colour, religion, gender, sexual orientation, age, physical ability, health condition, political opinion, nationality, social or ethnic origin, union membership or marital status. Consistent with the principles espoused in ILO Conventions on Discrimination (Discrimination (Employment and Occupation) Convention, C.111-1958) and Equal Remuneration (Equal Remuneration Convention, C. 100-1951), the UN also discourages discrimination regarding access to training, promotion, and rewards.

8. **Working Hours:** The UN expects its suppliers to comply with all applicable working hour requirements as established by local law, and should never exceed 60 hours per week, including overtime, except in emergency or unusual situations. Suppliers must ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. Suppliers are encouraged to ensure that workers are provided with one day off in every seven-day week.
9. **Compensation:** The UN expects its suppliers to comply, at a minimum, with all wage and hour laws and regulations, including those pertaining to minimum wages, overtime wages, piece rates, other elements of compensation and to provide legally mandated benefits.

**Human Rights:**

10. **Human Rights:** The UN expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

11. **Harassment, Harsh or Inhumane Treatment:** The UN expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

12. **Health and Safety:** The UN expects its suppliers to follow all relevant legislation, regulations and directives in country in which they operate to ensure a safe and healthy workplace or any other location where production or work is undertaken. At a minimum, suppliers should strive to implement recognized management systems and guidelines such as the ILO Guidelines on Occupational Safety and Health (ILO-OSH-2001) which can be found at ILO's website and ensure at a minimum, reasonable access to potable water and sanitary facilities; fire safety; emergency preparedness and response; industrial hygiene; adequate lighting and ventilation; occupational injury and illness and machine safeguarding. Suppliers will also ensure these same standards apply to any dormitory or canteen facilities.

13. **Mines:** We expect UN suppliers to strive not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

**Environment:**

14. **Environmental:** The UN expects its suppliers to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

15. **Chemical and Hazardous Materials:** Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

16. **Wastewater and Solid Waste:** Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

17. **Air Emissions:** Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.

18. **Minimize Waste, Maximize Recycling:** Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

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Bribery & Corruption:

19. Corruption: The UN expects UN suppliers to adhere to the highest standard of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery, at a minimum.

20. Conflict of Interest: UN suppliers are expected to disclose to the UN any situation that may appear as a conflict of interest, and disclose to the UN if any UN official or professional under contract with the UN may have an interest of any kind in the supplier’s business or any kind of economic ties with the supplier.

21. Gifts and Hospitality: The UN has a “zero tolerance” policy and does not accept any type of gift or any offer of hospitality beyond that of a representational nature. The UN will not accept any recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners. The UN expects UN suppliers not to offer any benefit such as free goods or services or a work position or sales opportunity to a UN staff member or a former UN staff member in order to facilitate the suppliers business with the UN.

We encourage UN suppliers to communicate to us any actions taken to improve its business practices and to send us suggestions about how can the UN best contribute to the implementation of the principles set out in this Code of Conduct.

Contacts: Any questions related to this Code of Conduct can be addressed to the Chief, Procurement & Logistics Department; FPLO-WB@UNRWA.ORG
## Annex T: Premium Payment Terms

### Premium Payment Terms schedule (tentative contract effective date 1st November 2020)

<table>
<thead>
<tr>
<th>Payment No.</th>
<th>Payment representing GMIP Coverage for the month</th>
<th>Advance Payment Due Date</th>
<th>Actual Payment Date and Amount</th>
<th>Invoice Submission Date (After Reconciliation)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>November 2020</td>
<td>10 November 2020</td>
<td></td>
<td></td>
<td>November 2020 First payment 12% of the contract value</td>
</tr>
<tr>
<td>2</td>
<td>December 2020</td>
<td>10 December 2020</td>
<td></td>
<td></td>
<td>December 2020 payment 8% of contract value based on November 2020 reconciliation</td>
</tr>
<tr>
<td>3</td>
<td>January 2021</td>
<td>10 January 2021</td>
<td></td>
<td></td>
<td>January 2021 payment 8% of contract value adjusted based on December 2020 reconciliation</td>
</tr>
<tr>
<td>4</td>
<td>February 2021</td>
<td>10 February 2021</td>
<td></td>
<td></td>
<td>February 2021 payment 8% of contract value adjusted based on January 2021 reconciliation</td>
</tr>
<tr>
<td>5</td>
<td>March 2021</td>
<td>10 March 2021</td>
<td></td>
<td></td>
<td>March 2021 payment 8% of contract value adjusted based on February 2021 reconciliation</td>
</tr>
<tr>
<td>6</td>
<td>April 2021</td>
<td>10 April 2021</td>
<td></td>
<td></td>
<td>April 2021 payment 8% of contract value adjusted based on March 2021 reconciliation</td>
</tr>
<tr>
<td>7</td>
<td>May 2021</td>
<td>10 May 2021</td>
<td></td>
<td></td>
<td>May 2021 payment 8% of contract value adjusted based on April 2021 reconciliation</td>
</tr>
<tr>
<td>8</td>
<td>June 2021</td>
<td>10 June 2021</td>
<td></td>
<td></td>
<td>June 2021 payment 8% of contract value adjusted based on May 2021 reconciliation</td>
</tr>
<tr>
<td>9</td>
<td>July 2021</td>
<td>10 July 2021</td>
<td></td>
<td></td>
<td>July 2021 payment 8% of contract value adjusted based on June 2021 reconciliation</td>
</tr>
<tr>
<td>10</td>
<td>August 2021</td>
<td>10 August 2021</td>
<td></td>
<td></td>
<td>August 2021 payment 8% of contract value adjusted based on July 2021 reconciliation</td>
</tr>
<tr>
<td>11</td>
<td>September 2021</td>
<td>10 September 2021</td>
<td></td>
<td></td>
<td>September 2021 payment 8% of contract value adjusted based on August 2021 reconciliation</td>
</tr>
<tr>
<td>12</td>
<td>October 2021</td>
<td>10 October 2021</td>
<td></td>
<td></td>
<td>October 2021 final payment 8% of contract value adjusted based on September 2021 reconciliation</td>
</tr>
</tbody>
</table>

Payment of the final 8% of contract value and final reconciliation and settlement note for this Service Contract shall be concluded within 45 calendar days after the expiry date of the Contract.