إعلان مناقصة

التاريخ
2020/04/29

ينظم مكتب المشتريات بوكالة غوث وتشغيل اللاجئين الفلسطينيين الإقليمي - عن طرح المناقصة التالية:

<table>
<thead>
<tr>
<th>موعد و مكان التسليم</th>
<th>اسم المزايدة</th>
</tr>
</thead>
<tbody>
<tr>
<td>الاثنين، 04 مايو 2020 الساعة 12:00 ظهرًا</td>
<td>توزيع الكوبونات من مراكز الأونروا للتوظيف في لبيوت المستفيدين</td>
</tr>
<tr>
<td>في صندوق المناقشات بمكتب المالية</td>
<td>U22S/1/34/2020</td>
</tr>
</tbody>
</table>

فعلى الراغبين بالمشاركة في هذه المناقصة التوجه إلى مكتب المشتريات في مكتب غزة الإقليمي للحصول على وثائق العطاء ابتداء من يوم الأربعاء الموافق 29 أبريل 2020م وخلال ساعات الدوام الرسمي.

ملاحظات هامة

1- لن يقبل أي عرض يتم تقديمه بعد الموعد المحدد أعلاه لاستلام المطاف.
2- سيتم عقد لقاء تمهيدي خاص بالمناقشة وذلك يوم الخميس الموافق 30/04/2020 الساعة الحادية عشر صباحًا في قاعة اجتماعات مكتب التوريدات.

لمزيد من المعلومات، يرجى التواصل مع مكتب المشتريات - الخدمات بالاتصال على رقم 2887400-08 أو 0599609348 / 0592905343.

デート اليكيري

القائم بأعمال مدير دائرة التوريدات والمشتريات

Procurement Office
Gaza
Invitation to Bid
No. U22S/1/34/2020

Provision of Door to Door Food Parcels Delivery – Q2 Round

29 April 2020
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</thead>
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<td>B : Evaluation Criteria</td>
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<td>C : Pricing Table</td>
<td>12</td>
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<tr>
<td>D : General Conditions of Contract for the Provision of Services</td>
<td>13-22</td>
</tr>
<tr>
<td>E : Acknowledgement Letter</td>
<td>23</td>
</tr>
</tbody>
</table>
Invitation to Tender No. U22S/I/34/2020

Dear Sirs,

You are hereby invited to quote the attached Tender U22S/I/34/2020 which form an integral part of this tender and are based on good faith estimates of UNRWA's needs. UNRWA makes, however, no commitment to either meet or exceed these quantities.

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

i. Annex A: Terms of Reference  
ii. Annex B: Evaluation Criteria  
iii. Annex C: Price Table  
iv. Annex D: General Conditions of contract for procurement of Services Only  
v. Annex E: Acknowledgment Letter

Any contract resulting from this Tender will be subject to UNRWA standard "General Conditions of contract for procurement of Services" (Annex E) and the tender documents.

In the event a contract is awarded, the price specified in the contract shall, unless otherwise indicated by the vendor, remain fixed and unchanged for the duration of the contract and any extension.

This Tender does not commit UNRWA to receive or consider any bid or to award contract(s) or to pay any costs incurred in submitting bids, or in making necessary studies for the preparation thereof, or in procuring of contracting services or supplies necessary in order to complete the bid. UNRWA reserves the right to reject any or all offers received in response to the Tender and to negotiate with any of the vendors or other vendors in any manner, which UNRWA deems to be in its best interest.

This Tender contains no contractual offer of any kind. Any bid submitted will be regarded as an offer by the bidder and not as an acceptance by the bidder of an offer made by UNRWA. No contractual relationship will exist except pursuant to a written contract signed by UNRWA and the chosen bidder(s). UNRWA has the right to cancel any resulting contract upon reasonable advance notice.

Tender must be submitted on the attached Tender form No. U22S/I/34/2020 "Annex C" and mailed in a two separate quotation envelopes (Technical, Financial) sealed and clearly marked "Confidential", Tender No. U22S/I/34/2020 mailing address for quotations listed hereunder. Tender must be received before the indicated time and date of tender closure at the specified mailing address for the tenderer designated below.

All offers must be valid for the minimum period set out below:-

1. Service type: Provision of Door to Door Food Parcels Delivery – Q2 Round  
2. Required minimum validity of offer: 120 days  
3. Payment terms: Within 30 days from receipt of the invoice  
4. Proposed Currency: Israeli Shekel (ILS)  
5. Tender Closure: Monday, 04 May 2020 at 12:00 pm  
6. UNRWA has the right to split the award among several service providers.  
7. Pre-bid meeting will be held on Thursday, 30.04.2020 at 1100 hrs at Logistics Office Meeting Room  
8. Mailing address: 

Chairman, Field Tender Opening Committee  
(For Finance office)  
P.O. Box 61, Gaza

For the purpose of hand delivery, the address is Thalathini Street, Gaza.

9. This is a two – envelopes tender  
Part one: Technical Part  
Part two: Financial Part

Special Conditions

1. The contractor must submit two separate sealed envelopes. The first envelope is a Technical Offer and the second one is Financial Offer.  
2. Please quote prices without VAT and other Taxes. The supply of goods, services and works in Gaza is VAT exempt. In the event that this is not the case, Paragraph 19 of the General Conditions of Contract for the Provision of Goods and/or Services will apply. Without prejudice to the applicability of all the terms and conditions of the contract under which the tender is implemented, bidders are reminded that prices quoted by them shall be deemed to include all their obligations under the contract and for all other matters and things necessary for their delivery of the goods and/or services, including all charges, overheads, and other costs of whatsoever nature.

Please also note that conditional and alternative offers will not be accepted.

Responses sent by fax are acceptable and should only be sent to fax No. 08-2887422 in order to safeguard the confidentiality of your response. This is only acceptable provided that your faxed response is supported by hard copies of the bid to be mailed separately to the address above clearly showing official date stamp prior to the closing date & time of the tender as set out above. Please also include in this mailed submission a copy of your fax message confirmation note from your fax machine showing that the faxed reply actually was sent to the correct fax No. of UNRWA and including No. of pages sent as well as the result code for the transmission.

Thank you.

Yours sincerely,

Alaa El-Karriri  
OIC, FPLO  
UNRWA – Gaza

Supplier's Name: ___________________________  
Signature: ___________________________  
Date: ___________________________

Tel No.: ___________________________  
Jawwal No.: ___________________________  
Fax No.: ___________________________

Procurement Office  
Gaza

ITB# U22S/I/34/2020
UNIVERSITY NATIONS RELIEF AND WORKS AGENCY FOR PALESTINIAN REFUGEES IN THE NEAR EAST

TERMS OF REFERENCE

Provision of Door to Door Food Parcels Delivery – Q2 Round

1. Background

UNRWA has developed an Agency-wide COVID-19 Strategic Preparedness and Response Plan; through working closely with host countries, WHO and others to keep continuing the delivery of essential services across the five Fields of operations to the Palestine refugees.

After discovering two cases infected in Gaza and Since there are hundreds of people coming to the food distribution centers each day and it has proven almost impossible to manage access, hygiene standards and social distancing measures, UNRWA decided to take a series of preventive and precautionary measures to keep the beneficiaries and staff members safe, one of these measures is stopping the traditional food distribution to the beneficiaries and look for a safer way of delivering the food through delivering the food assistance to the beneficiaries direct to their home.

2. Purpose

UNRWA seeks the services of a contractor to deliver the food rations to the eligible beneficiaries to their homes at the contractor’s respective area, through:

- Uploading the food rations from the distribution centre at the contractor’s working area to UNRWA schools that will be opened as distribution points or approved contractor’s stores,
- Then deliver the food rations to the beneficiaries’ homes with taking into consideration all health, safety and protection measures.

3. Duration

The duration of the service is for three months (12 weeks), one week for mobilization, 10 weeks for distribution and one weeks for closing the project and issuing final payment. The contract will be extendable based on any situation change or any emergency based on UNRWA request.

4. Scope of Work

The Contractor will perform the following:
1. Before starting the distribution, the contractor should submit the following documents, plans and data to UNRWA team for approval:
   a. Main focal point for the whole contract with name and contact number
   b. Focal person for each DP with name and contact number
   c. Detailed time plan for each DP in line with UNRWA timeframe
   d. Number of distributer per each DP, names and contact number (10-15 distributers)
   e. List of families including the name of distributer and his contact against each family
   f. A plan/policy for dealing with damaged/stolen food items
   g. A plan for safety and health of the distributer and refugees
   h. A plan on how he will adhere to UNRWA health and safety requirements
   i. List of stores to be approved by UNRWA in advance in case the contractor decides to use his private stores

2. Daily food quantities will be calculated based on the each DP and according to the rations of families who will receive their food in the same day. Truck for flour and another truck for parcels is recommended for each DP to facilitate the work and save the time and efforts

3. On arrival to DC, the contractor focal point will provide ID to the security guards, who will be notified to the guards in advance.

4. The head of the distribution center will receive the list of families allocated for each DP in that area with the total food quantities needed to be distributed in that day, the head of distribution will check the list against the plan of distribution, once it is confirmed, the contractor will upload the approved quantity for each DP.

5. Flour will be uploaded by UNRWA from Rafah and will offloaded directly in the area distribution point after the contractor signs the cart-note that he received the flour in distribution center.

6. Parcels will be uploaded by the contractor on his fit and approved trucks to be dispatched to the area distribution point.

7. The contractor, logistics and RSSP focal points will sign the cart note of received food rations and the lists of beneficiaries.

8. The contractor holds the full responsibility about the food once he sighed the cart-note and started to drive from UNRWA distribution centers to the area distribution points until delivering the food to the refugees in their homes.

9. Once the food (flour and parcels) arrived to the area distribution point, the contractor is responsible to organize the distributer entry to the distribution point considering all health and safety measurements and requirements
10. The list inside the distribution point will print by each distributor name, three copied should be available, one with the logistic team, one with the RSSP FP, and one with the contractor focal point.

11. Once the distributor enters the distribution point, based on his name, the list will be check and the food quantity will be offloaded to his vehicle. The list should be signed by the logistic team, the contractor and the RSSP FP. Also, the distributor should sign a copy of the list confirming that he received the food quantities to the listed families.

12. The distributor should go directly to the listed families homes to deliver the food basket to each family, the distributor should consider the health and safety measurements (PPEs, Social Distance) during delivering the food. The distributor should fill the required data in the list for each family without touching or collecting the ID or RC documents.

13. Once the distributor finish the distribution to the listed families, he should come back with the filled list and hand over the list to the team. He will receive a copy of the list for the next day to be ready. The distributor will not receive the next day list until submitting the filled list with required data as documentation for delivering the food to the families.

14. The daily beneficiaries list will include:
   a. Family name in English and Arabic
   b. Family address
   c. Rations quantities.
   In addition to three blank columns to be filled by the distributor which are ID No., RC No. and person name who received the food basket on behalf of the family.

15. The contractor must not use animal carts during distribution process of food rations.

16. The contractor and his laborers must take healthy preventive measures in to consideration during the distribution process according to WHO, WFP and UNRWA HPs standards (see para 6).

17. The contractor should ensure that all food rations are handed over to beneficiaries at their homes qualitatively and quantitatively.

18. The contractor should inform the RSSP focal point immediately about the cases that the distributors didn’t succeed to reach out. RSSP focal person will facilitate reaching the family and inform the contractor accordingly.

19. The contractor should keep the undelivered food rations at his stores in order to make inventory stock balance to the quantities in the next day.

5. Caseload

   The below table provides summary about the caseload of families per each area for the abject and absolute poor and the number of DPs (School) per each RSSP area office or tender.
<table>
<thead>
<tr>
<th>Area</th>
<th>RSSP Area Office</th>
<th>No. of Families (Abject Poor)</th>
<th>No. of Families (Absolute Poor)</th>
<th>Total</th>
<th>Grand Total</th>
<th>No. of DPs</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>B/ Hanoun Office</td>
<td>5,747</td>
<td>3,479</td>
<td>9,226</td>
<td>40,824</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Jabalia North Office</td>
<td>8,864</td>
<td>7,380</td>
<td>16,244</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Jabalia Office</td>
<td>9,563</td>
<td>5,791</td>
<td>15,354</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Gaza</td>
<td>Gaza East Office</td>
<td>7,430</td>
<td>5,417</td>
<td>12,847</td>
<td>65,788</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Gaza North Office</td>
<td>10,862</td>
<td>11,391</td>
<td>22,253</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Gaza South Office</td>
<td>6,822</td>
<td>7,122</td>
<td>13,944</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Gaza West Office</td>
<td>9,384</td>
<td>7,360</td>
<td>16,744</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Middle</td>
<td>Bureij Office</td>
<td>6,151</td>
<td>2,308</td>
<td>8,459</td>
<td>44,857</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Maghazi Office</td>
<td>4,827</td>
<td>2,383</td>
<td>7,210</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Nuseirat North Office</td>
<td>6,158</td>
<td>3,250</td>
<td>9,408</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Nuseirat South Office</td>
<td>5,330</td>
<td>3,505</td>
<td>8,835</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>D/ Balah Office</td>
<td>6,657</td>
<td>4,288</td>
<td>10,945</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Khan Younis</td>
<td>K/ Younis East Office</td>
<td>14,487</td>
<td>9,391</td>
<td>23,878</td>
<td>43,670</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>K/ Younis West Office</td>
<td>12,502</td>
<td>7,290</td>
<td>19,792</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Rafah</td>
<td>Rafah East Office</td>
<td>10,513</td>
<td>5,140</td>
<td>15,653</td>
<td>36,314</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Rafah West Office</td>
<td>13,927</td>
<td>6,734</td>
<td>20,661</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
<td>139,224</td>
<td>92,229</td>
<td>231,453</td>
<td>231,453</td>
<td>31</td>
</tr>
</tbody>
</table>

6. **Deliverables and Target Completion**

1. The contractor should be ready to distribute the number of food rations (coupons) per day at his respective area as per UNRWA plan and timeframe.

2. The contractor will be paid for the unreachable families only if the RSSP focal point confirmed that the contractor can deliver the food to the beneficiaries.

3. In case the contractor failed to provide the food rations to the confirmed beneficiaries by RSSP focal point, the contractor may be entitled to be charged for that cases.

4. The contractor should secure enough suitable means of transportation on daily basis to make sure that the food rations will be distributed smoothly and in line with UNRWA timeframe.

5. The contractor must not use animal carts in distributing the food rations.

6. Submit lists of beneficiaries which filled with required data by the contractor on daily basis to logistics focal point for the purpose of documentation and stock take analysis.

7. It is not allowed to the contractor to create assembly points and ask the beneficiaries to attend to these points to receive their food rations. Food basket should be delivered at the home of the families.

8. UNRWA will make spot check to ensure that the contractor commit to the agreement and only the vetted distributors are allowed to work.
9. Any distributor found not meeting UNRWA requirements, in regard of health, safety, behavior and attitude, the main contractor should fire this distributor immediately based on UNRWA request.

7. Health, protection and safety measures

All health, protection and safety measures must be respected and applied by the contractor, the below measures must be taken into consideration when delivering rations to the contractor:

- Shake hands are not allowed.
- Meetings between UNRWA staff and contractors team to be kept to minimum and ensuring health recommendation for distance and hygiene.
- Washing hands by water and soap before and after each step of food distribution, i.e. at the time of loading, offloading, and delivering the food to the families.
- UNRWA will provide a health awareness training to all staff who are engaged in the food distribution, both UNRWA and contractor staff.
- Regular visits by health team will be paid for assessment to the distribution centers/points. Any negative feedback raised against the contractor team, UNRWA will stop the contract immediately and the contractor should hold full responsibility about the sequences of this action.
- In case that the DC focal point noticed that the contractor representative feels unwell (look ill, flushed, runny nose, cough), he will ask him to leave the location immediately.
- No physical contact between UNRWA staff and contractor’s representatives.
- The contractor’s representatives should consider all health and safety measures during the whole food distribution process based on UNRWA, WHO and international standards.

Measures must be taken into consideration when delivering rations to beneficiaries’ homes:

- The distributor should consider all health and safety measure as per UNRWA, WHO and international standards during the delivering process.
- Contact between distributor and beneficiaries to be kept to minimum (one to one delivering), zero physical contact between the distributor and beneficiaries (no signature by the beneficiaries is requested nor exchanging documents/IDs)
- Distributors are not allowed to exchange or share paper or pens with beneficiaries. Families can verbally telling the distributor the ID No. and RC No in addition to the name of receipt.
- Distributer should wash hands after removing the gloves at the end of the day.
8. Special conditions

- Zero crowding; the contractor should prepare clear uploading plan for the items from the distribution center in order to avoid crowding.

- No cost by the families, the contractor should not ask the beneficiaries any cost in lieu of food delivering

- Dignity and privacy is maintained (information exchange with agents will be kept by minimum and respect of beneficiaries)

- Inventory stock check or balance ahead of every distribution day per each distribution point.

- Health visits will be conducted by UNRWA HP to distribution centers and contractor’s stores to ensure adherence to health recommendations.

- The service provider is committed and in agreement to ask for immediate meeting with UNRWA if he experience any challenges in health protocol during implementation stage.

- UNRWA has the right to suspend or terminate the contract immediately in case health and safety requirements are not respected or applied by the contractor, the contractor holds full responsibility for the sequences of the suspension or termination

- In case the contractor decides to secure stores to be used for distribution, these stores should be approved by UNRWA in advance based on the following specifications:
  - Enough space to absorb one day stocks of flour and food parcels.
  - Entrance is easy accessible to be used by large trucks.
  - Fit for storing food items in terms of cleanliness, ventilation and physical shape of the stores.
  - Enough yard in front of the stores to be used by tens of small means of transportation to avoid congestion.

- UNRWA has the right to finish or terminate the contract any time within 2-3 days’ notice especially if the situation comes back to the normal during the contract implementation.

- UNRWA has the right to split the award among several service providers.

- “The evaluation will be carried out in line with applicable UNRWA procurement principles and procedures, in particular principles of:
  - Best value for money, including supply security and market stability aspects under risk management considerations
  - Effective competition
  - Interest of UNRWA, incorporating the above aspects;
  - Consistency in form, spirit and substance with the tender requirements and objectives.”
9. **PAYMENT SCHEDULE**

Payment will be remitted based on actual services provided and reports submitted by the logistics and RSSP focal points.

10. **REPORTING**

- The contractor shall report to Logistics focal point at each DC on daily basis.
- The distribution list should be handed over to the Logistics focal point at each DP on daily basis filled by ID No., RC No. and the name of food receipt on behalf of the family.
# Technical Evaluation Criteria

## Provision of Door to Door Food Parcels Delivery – Q2 Round

<table>
<thead>
<tr>
<th>SN</th>
<th>Criteria</th>
<th>Compliant / Non-compliant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Registration</strong></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Legally registered Company.</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>At least one of its responsible senior manager must possess required academic qualification and working experience in field of accounting/management or related field of work.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Trucks Requirement</strong></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Bidder against each lot should provide a list of Three large trucks (12 ton minimum), Rear flatbed should be of high wall fences (at least 120 - 150 CM Height) in order transfer Parcels from Distribution Centre to Distribution Points (School). The list of these should include following information Truck Type, Plate No., Registration validity, Insurance expiry date..etc. Scanned copies of license and insurance is required.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>Manpower</strong></td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>Bidder against each lot should prove his ability to hire/provide the minimum manpower to carryout food loading/offloading from UNRWA properties to contractor's trucks/vehicles shortly.</td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>Minimum manpower required per lot is 45 laborers (15 laborers per Distribution point).</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td><strong>Small Transport Means</strong></td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>Bidder against each area lot must prove his ability to avail or subcontract with a minimum of small transport mean (Toktok or vehicles); he must provide details of these 45 transport means include type and license plate, driver .. etc</td>
<td></td>
</tr>
</tbody>
</table>

## Final Result

**Note:** The offer must meet all criteria in the above Table to be eligible for the financial stage.
<table>
<thead>
<tr>
<th>Area</th>
<th>Lot #</th>
<th>RSSP Area Office</th>
<th>No. of Families (Abject Poor)</th>
<th>Unit Price /Ration (Abject Poor) NIS</th>
<th>No. of Families (Absolute Poor)</th>
<th>Unit Price /Ration (Absolute Poor) NIS</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>Lot 1</td>
<td>B/Hanoun Office</td>
<td>5,747</td>
<td></td>
<td>3,479</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lot 2</td>
<td>Jabalia North Office</td>
<td>8,864</td>
<td></td>
<td>7,380</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lot 3</td>
<td>Jabalia Office</td>
<td>9,563</td>
<td></td>
<td>5,791</td>
<td></td>
</tr>
<tr>
<td>Gaza</td>
<td>Lot 4</td>
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<td>5,417</td>
<td></td>
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<tr>
<td></td>
<td>Lot 5</td>
<td>Gaza North Office</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Lot 6</td>
<td>Gaza South Office</td>
<td>6,822</td>
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<td>7,122</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lot 7</td>
<td>Gaza West Office</td>
<td>9,384</td>
<td></td>
<td>7,360</td>
<td></td>
</tr>
<tr>
<td>Middle</td>
<td>Lot 8</td>
<td>Bureij Office</td>
<td>6,151</td>
<td></td>
<td>2,308</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lot 9</td>
<td>Maghazi Office</td>
<td>4,827</td>
<td></td>
<td>2,383</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lot 10</td>
<td>Nuseirat North Office</td>
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<td>Rafah West Office</td>
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<td>6,734</td>
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</table>

**Note:** The bidder can bid for any and/or multiple Lots.

**Abject Poor Families (Yellow coupon)**
Please use the data in the attached excel file

The quantity of food ration for one abject poor person:

- Flour 30 kg
- Rice 3 kg
- Sugar 1 kg
- Chickpeas 1 kg
- Lentils 0.5 kg
- S.F.Oil 2 L
- Milk 1 packet (800 g)
- Sardine 5 cans

**Absolute Poor Families (Wight coupon)**
Please use the data in the attached excel file

The quantity of food ration for one Absolute poor person:

- Flour 15 kg
- Rice 2 kg
- Sugar 0.5 kg
- Chickpeas 1 kg
- Lentils 0.5 kg
- S.F.Oil 1 L
- Milk 1 packet (800 g)
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 a
certificate of insurance or such other form as UNRWA
may reasonably require, that demonstrates that the
Contractor has taken out insurance in accordance with
the requirements of the Contract. UNRWA
reserves the right, upon written notice to the
Contractor, to obtain copies of any insurance policies
or insurance program descriptions required to be
maintained by the Contractor under the Contract.
Notwithstanding the provisions of Article 7.5.3, above,
the Contractor shall promptly notify UNRWA
concerning any cancellation or material change of
insurance coverage required under the Contract.

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

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

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

10. COPYRIGHT, PATENTS AND OTHER PROPRIETARY
RIGHTS:

10.1 Except as is otherwise expressly provided in writing
in the Contract, all right, title and interest, including
copyrights, in all works and other materials,
whether in written or electronic form and including
all derivative works thereof, produced in the
performance of this Contract shall be vested
exclusively in, and the Contractor shall 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 end
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 thirty (30) day’s advance written notice to the Contractor, UNRWA may terminate the Contract without having to provide any justification therefore.

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 accounting from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNRWA shall not be liable to pay the Contractor except for, but without prejudice to UNRWA's rights under Article 15.1, 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 If the contractor fails to complete the services within the time for delivery specified in the contract, UNRWA may, in its sole discretion and without prejudice to its other remedies under the contract, deduct from the contract price the amount set forth in the contract for each calendar day of delay until actual delivery which amount shall in no event be less than one percent of the (delivered price of the delayed services), up to a maximum deduction of ten percent of the contract price.

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

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

17. SETTLEMENT OF DISPUTES:

17.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. 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, or 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 exploitative or degrading to any person. UNRWA shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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

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

25. BANK GUARANTEE: If specifically requested by UNRWA, prior to the signature of the Contract, the Contractor shall provide a 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 there from 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.
ACKNOWLEDGEMENT

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


Dear Sir,

We the undersigned acknowledge receipt of your Invitation to Bid # U22S/I/34/2020 of Wednesday, 29 April 2020 and hereby confirm that:

(  ) We intend
(  ) We do not intend

to submit a bid to UNRWA by the deadline date of Monday, 04 May 2020 before 1200 hours Gaza time.

Very Truly Yours,

Name & Title of Authorized Representative: ________________________________

Signature: ________________________________

Company Name & Address: ________________________________

Telephone No.: ________________________________

Facsimile No.: ________________________________

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

(  ) We do not have the capacity to submit a bid at this time.
(  ) We cannot meet the technical requirements for this ITB.
(  ) We do not think we can make a competitive offer at this time.
(  ) Others: Please specify ________________________________

Kindly return this acknowledgement immediately via facsimile no. +972 82887339
Or via FPO email: a.eld@unrwa.org

ITB # U22S/I/34/2020