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# REQUEST FOR PROPOSAL

To: All Bidders

From: OiC Procurement & Logistics Division

Date: 14 October 2009

**Total Number of Pages including this page: -47-**

Attached is Request for Proposal No. **ADM/PLD/2009/01/DL-02** and all related documentation for:

## **Health and Safety Training for UNRWA Procurement and Logistics Division Staff Agency-Wide**

### **Re-Tendered**

Attached is Request for Proposal No. ADM/PLD/2009/01/DL-02 for the provision of Health and Safety Training for UNRWA Procurement and Logistics Division Staff Agency-Wide, and all related documentation. Bidders shall be aware that this is a re-tendering exercise of the same requirement as initially tendered under ADM/PLD/2009/01/DL-02.

During evaluation of proposals received under the initial ADM/PLD/2009/01/DL, we discovered that the bidding time period may have been too short in light of the scope of the project and due to the summer holiday season during which the initial RFP was issued. Therefore, it has been decided to re-tender the requirement as is but allowing for longer bidding and clarification periods and based on the same specifications, terms and conditions as previously.

Please notify UNRWA immediately on the above facsimile number or on [d.leinen@unrwa.org](mailto:d.leinen@unrwa.org) if any part of this Request for Proposal is missing and/or illegible. Please be aware that this facsimile number and e-mail address may only be used to send queries.

#### 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.

مركز عمان الرئيسي  
بيادر وادي سير  
ص.ب ١٤٠٥٧  
عمان ١١٨١٤  
الأردن

هـ +٩٦٢ ٦٥٨٠٨١٠٠

ف +٩٦٢ ٦٥٨٠٨٣٣٥

وكالة الأمم المتحدة لإغاثة  
وتشغيل اللاجئين الفلسطينيين  
في الشرق الأدنى

## REQUEST FOR PROPOSAL

	<b>Amman, Jordan, 14 October 2009</b>
Request for Proposal (RFP) for:	<b>Health and Safety Training for UNRWA Procurement and Logistics Division Staff Agency-Wide <b>Re-tendered</b></b>
RFP Number:	<b>ADM/PLD/2009/01/DL-02</b>
<b>Tender Due Date/Time (Amman time):</b>	<b>22 November 2009 @ 12:00 noon, Amman time</b>
Deadline for Queries:	<b>04 November 2009 @ 12:00 noon, Amman time (to be addressed to <a href="mailto:cpld@unrwa.org">cpld@unrwa.org</a>)</b>
Project Completion Date:	<b>To be confirmed</b>

- UNRWA hereby solicits your proposal for the above item in accordance with this document and the annexes attached. Proposals are required to be submitted to UNRWA no later than the date and time set forth above.
- Based on the questions received by the deadline for queries, UNRWA may decide, at its discretion, to hold a bidders' conference. Bidders shall be notified of the bidders' conference and the details thereof in due course.
- Those bidders short-listed as technically compliant, upon initial evaluation of the technical proposals, may be requested, at the discretion of UNRWA, to make themselves available for a bidders' presentation in which they would have to be prepared to a) present their proposed methodology and product, b) present their proposed electronic solution and c) answer any technical questions the UNRWA technical evaluation panel may have.
- Bidders are requested in their proposal to explicitly confirm acceptance of and compliance with UNRWA's General Conditions of Contract.
- Please note that you are strongly encouraged to keep to a minimum the quantity of binders/folders and plastic used to present your offer. Ideally we would like to receive only the documentation requested in good order and with coherently numbered pages in as simple a format as possible without being bound or stapled.
- Proposals must be received no later than by the tender due date and time, by either e-mail, fax, courier or by hand and as set forth in detail in Annex 1, article 1a). Due to the time constraints to which this tender is subject, bidders are encouraged to submit their bids either by e-mail or fax following the instructions in Annex 1, article 1a).

7. Bidders who submitted a proposal before may at their discretion decide whether they wish to confirm validity of their bid as submitted in response to ADM/PLD/2009/01/DL or if they wish to submit an updated proposal under reference ADM/PLD/2009/01/DL-02. Any such updated proposal bearing the reference ADM/PLD/2009/01/DL-02 would supersede any proposal received at an earlier stage. In case no reply hereto should be received, any received proposal as submitted under ADM/PLD/2009/01/DL shall remain valid and shall be evaluated accordingly.

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

Annex A:	Instructions to Bidders
Annex B:	General Conditions of Contract
Annex C:	Terms of Reference (TOR)
Annex D:	Acknowledgment Letter
Annex E:	Letter of Introduction
Annex F:	Evaluation Criteria and Special Instructions
Annex G:	Vendor Profile Form
Annex H:	Financial Proposal Format
Annex I:	Performance Bond Form
Annex J:	United Nations Global Compact and Supplier Code of Conduct
Annex K:	Draft Contract

9. The Instructions to Bidders (Annex A) must be complied with in preparing your proposal. We would also be grateful if you could acknowledge receipt of this using the Acknowledgment Letter form (Annex D) as soon as possible. Failure to return the completed Acknowledgment Letter may result in the removal of your company from the roster of UNRWA-registered suppliers.

10. Please note that the terms set forth in this RFP, including the General Conditions of Contract (Annex B), the Project Description/Statement of Work/Specifications (Annex C) and any special conditions set forth herein will be an integral part of any contract should UNRWA accept your proposal. Any such contract 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.

**INSTRUCTIONS TO BIDDERS****SUBMISSION OF PROPOSALS****a. Where to Submit:**

*Proposals must be submitted on the attached Bid Form and sent as follows:*

**By Fax:**

UNRWA HQ (Amman)  
Attn: Chairperson, Tender Opening Committee  
Fax No. (+962-6) 585 2490  
**Subject line must state:** CONFIDENTIAL RFP No. ADM/PLD/2009/01/2009-02

**By Email:**

UNRWA HQ (Amman)  
Attn: Chairperson, Tender Opening Committee  
Email : [TOC@unrwa.org](mailto:TOC@unrwa.org)  
**Subject line of email must state:** CONFIDENTIAL RFP No. ADM/PLD/2009/01/2009-02

**By Mail, Courier or Hand:**

UNRWA Headquarters (Amman)  
Bayader Wadi Al-Seer  
PO Box 140157  
Amman, Jordan 11814  
Attn: Chairperson, Tender Opening Committee  
Tel No. (+962-6) 580 8178  
**Note:** The above telephone number should not be used for queries concerning this RFP. For queries, please see Section 18 below.

**Outer envelope/package must be clearly marked as follows:**

CONFIDENTIAL RFP No. ADM/PLD/2009/01/2009-02  
Closing Date and Time: 22 November, noon, Amman time  
Name of your Company

**Note:** The above telephone number should not be used for queries concerning this RFP. For queries, please see Section 18 below. This number is only for facilitating receipt of proposals delivered by hand or by courier.

**b. What to Submit:** Your proposal must be submitted in the English language in **THREE (3) COPIES** (including all attachments, appendices and annexes thereto).

Your proposal must be submitted in two separate sealed envelopes as follows:

Envelope A: The Technical Proposal – shall be the bidder's **un-priced** proposal which shall comply with the requirements set forth in Section 3 below. The technical part of the proposal must be submitted in a CD and **THREE (3)** hardcopies in a sealed envelope clearly marked as follows:

RFP# ADM/PLD/2009/01/2009-02  
Tender Due and Time: 22 November 2009, 12:00 noon, Amman time  
Name of your Company:  
**Technical Proposal**

Envelope B: The Financial Proposal – shall be the bidder's **priced** proposal which shall comply with the requirements set forth in Section 4 below. The financial part of the proposal must be submitted in a CD and **THREE (3)** hardcopies in a sealed envelope clearly marked as follows:

RFP# ADM/PLD/2009/01/2009-02  
Tender Due and Time: **22 November 2009**, 12:00 noon Amman time  
Name of your Company:  
**Financial Proposal**

Bidders 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 bidder(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 tender due date and time indicated in the cover letter. It is the exclusive responsibility of the proposers to ensure that the sealed envelope/package containing the proposal reaches the above address before such time and date so that it is time stamped and acceptable for opening. Proposals must be delivered to the designated address during UNRWA working hours from 7:30 a.m. to 3:00 p.m., Sunday through Thursday except for UNRWA

holidays. Delivery to any other UNRWA office location will be at the risk of proposer and will not constitute timely delivery. Written proof of receipt will not be given unless a postal/courier service receipt or other form of receipt is presented for signature by UNRWA. Proposals received after the above-mentioned deadline will be rejected.

## 2. SUBMISSION OF SAMPLES

If you are requested in the covering letter of the RFP to submit samples of the items offered, please note that failure to do so may render your proposal invalid. Please also note that your proposal may be forwarded separately from the "sample" to the address indicated in Section 1 above. Sample(s) must be received at the address set forth in Section 1 above no later than the tender due date and time indicated in the cover letter. Sample packaging must be clearly marked as follows:

RFP#:  
Tender Due and Time:  
Name of your Company:  
**Samples**

## 3. THE TECHNICAL PROPOSAL

### Contents

Envelope A (Technical Proposal) of your proposal must include the following information:

- Letter of Introduction (Annex E) with the power of attorney (or equivalent document) attached,
- Vendor Profile Form (Annex G) duly accomplished with all the required information,
- Detailed description of your technical proposal (including diagrams, detailed methodology, work plan and schedule, response to any questionnaire, etc.) which must address all the requirements described in Project Description and Requirements (Annex C),
- Certified copies of audited financial statements (balance sheet, income statement, cash flow statement and notes to the accounts) for your company's two most recent fiscal years prepared by an internationally-recognized firm of chartered accountants and, if the latest audited financial statements are more than 12 months old, unaudited financial statements as of the fiscal quarter immediately

preceding the date of submission of the proposal, and

- If any part of the project will be subcontracted, description of such part of project and item (2) and (4) above for each proposed subcontractor (please note that UNRWA approval is required for any proposed subcontracting).

### No Prices

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

### Product Demonstration/Site Visit

During the evaluation process, UNRWA may request the bidder(s) to prepare a proof of concept for demonstration or to arrange for a visit for the purpose of demonstration to one or more of the two reference sites (at least two) provided by the bidder(s) as per Section 3 of this RFP.

### Signature

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

## 4. THE FINANCIAL PROPOSAL

### Contents

Envelope B (Financial Proposal) of your proposal must be in the format set forth in Annex H (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 quotation should preferably be in US dollars. However, if other currencies are used, they should be clearly indicated and evaluation will be conducted in US dollars only based on UNRWA official rates of exchange.

### Local Tax

The successful bidder may be subject to local taxes (e.g., value added or sales tax, social charges or income taxes on non-resident foreign personnel, duties, fees, levies, etc.) on amounts payable by UNRWA under the contract with the bidder. The Client will state in the Data Sheet if

the Consultant is subject to payment of any local taxes. Any such tax amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

### **Signature**

The financial part of the proposal must be signed by a duly authorized representative of the bidder. All erasures, amendments, or alterations must be initialed 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 bidder are currently subject to GSA Federal Supply pricing and indicate the GSA Contract Number and Expiration Date, wherever applicable.

### **5. VALIDITY PERIOD**

Your proposal shall remain valid for a minimum period of ninety (90) 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.

### **6. 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) transmitted by facsimile or email, (g) unsolicited, or (h) not otherwise in compliance with this RFP. UNRWA also reserves the right to split an award between any proposers in any combination, as it deems appropriate. If the proposal is submitted on an "all or none" basis, it should clearly state so.

### **7. 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 bidder and not as an acceptance by the bidder of an offer

made by UNRWA. No contractual relationship will exist except pursuant to a written contract document signed a duly authorized official of UNRWA and by the successful bidder.

UNRWA may award contracts for part quantities or individual items. UNRWA will notify successful bidders 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.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and products of different origin than stipulated in their offer may be excluded from future tenders.

### **8. 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 proposers) upon satisfactory delivery of goods or performance of services and acceptance thereof by the UNRWA. Proposers must therefore clearly specify in their proposals the payment terms being offered.

### **9. PERFORMANCE BOND AND LIQUIDATED DAMAGES**

#### **Performance Bond**

After signing the contract (normally within five (5) business days), the selected bidder shall at its own cost and expense, furnish to UNRWA a performance bond substantially in the form attached as Annex I, or a similar guarantee acceptable to UNRWA in a sum equal to 10 percent of the total contract price. The performance bond shall be valid until at least 30 days after the termination or expiration date of the contract. UNRWA shall be entitled to claim from the performance bond/guarantee upon the first written demand by UNRWA without having to prove the liability of the contractor and in accordance with the terms and conditions as set forth in Annex I.

**Liquidated Damages**

If the successful bidder fails to supply the specified goods/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 contract price, as liquidated damages, a sum equivalent to US\$2,000 for each calendar day of delay until actual delivery, up to a maximum deduction of 10 percent of the contract price.

**10. 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 bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of UNRWA, except that bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the RFP, bidders 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.

**11. COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT**

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

- the preparation or submission of 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 bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to UNRWA, any other bidder, person or entity in order

to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

In addition to any other remedies available to it, UNRWA may, at its sole discretion, immediately reject any proposal submitted by a bidder that, in UNRWA's sole opinion, has engaged in any collusive bidding, other anti-competitive conduct, or any other similar conduct with any other bidder, person or entity in relation to the preparation or lodgement of 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.

**12. 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 bidders,
- 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 bidder must not, in the absence of prior written approval from UNRWA, permit a person to contribute to, or participate in, any process relating to the preparation of a 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.

### 13. CORRUPT PRACTICES

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

### 14. CONFLICT OF INTEREST

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

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

### 15. WITHDRAWAL/MODIFICATION OF PROPOSALS

Requests to withdraw a proposal shall not be honoured. If the selected Vendor withdraws its proposal, UNRWA shall duly register 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 bidder may modify its proposal prior to the tender closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original RFP number. No modification shall be allowed after tender closure.

### 16. 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 J.

### 17. 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.

*Bidders are requested in their proposal to explicitly confirm acceptance of and compliance with UNRWA's General Conditions of Contract.*

### 18. QUERIES ABOUT THIS RFP

For queries on this RFP, please contact the UNRWA Chief Procurement and Logistics via email at [cpld@unrwa.org](mailto:cpld@unrwa.org) no later than the date/time indicated in the cover letter. On the subject line, please indicate the RFP number. Proposals must **NOT** be sent to the above email.



# UNITED NATIONS

Relief and Works Agency  
for Palestine Refugees in the Near East

Procurement & Logistics Division  
Headquarters Amman

## ANNEX B

### GENERAL CONDITIONS OF CONTRACT FOR THE PROVISION OF GOODS AND 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. **PURCHASE OF GOODS:** To the extent that the Contract involves any purchase of goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to any purchases of goods under the Contract:
- 6.1 **DELIVERY OF GOODS:** The Contractor shall hand over or make available the goods, and UNRWA shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. The Contractor shall provide to UNRWA such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to UNRWA in accordance with the terms of the Contract. Delivery of the goods

shall not be deemed in itself as constituting acceptance of the goods by UNRWA.

**6.2 INSPECTION OF THE GOODS:** If the Contract provides that the goods may be inspected prior to delivery, the Contractor shall notify UNRWA when the goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNRWA or its designated inspection agents may also inspect the goods upon delivery in order to confirm that the goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNRWA or its designated inspection agents at no charge therefore. Neither the carrying out of any inspections of the goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

**6.3 PACKAGING OF THE GOODS:** The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNRWA as well as such other information as is necessary for the correct handling and safe delivery of the goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

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

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

6.5.1

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

defects in design, material, manufacturer and workmanship;

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

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

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

6.5.6 The goods are new and unused;

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

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

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

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

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

UNRWA of such rejection or refusal to accept the goods, the Contractor shall, in sole option of UNRWA:

6.7.1 provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by UNRWA; *or*,

6.7.2 repair the goods in a manner that would enable the goods to conform to the specifications or other requirements of the Contract; *or*,

6.7.3 replace the goods with goods of equal or better quality; *and*,

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

**6.8 COSTS UPON REJECTION:** In the event that UNRWA elects to return any of the goods for the reasons specified in Article 6.7, above, UNRWA may procure the goods from another source. In addition to any other rights or remedies available to UNRWA under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNRWA shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the goods for the Contractor's account.

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

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

## 7. INDEMNIFICATION:

7.1 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:

7.1.1 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 ¶ herefore, 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*,

7.1.2 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.

7.2 In addition to the indemnity obligations set forth in this Article 7, the Contractor shall be obligated, at its sole expense, to defend UNRWA and its officials, agents and employees, pursuant to this Article 7, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

7.3 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.

7.4 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:

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

7.4.2 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*,

ANNEX B

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

8. **INSURANCE AND LIABILITY:**

8.1 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.

8.2 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:

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

8.2.2 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*,

8.2.3 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*,

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

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

8.4 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.

8.5 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:

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

8.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNRWA; *and*,

8.5.3 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*,

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

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

8.7 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 8.5.3, above, the Contractor shall promptly notify UNRWA concerning any cancellation or material change of insurance coverage required under the Contract.

8.8 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.

9. **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.

10. **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.

**11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

11.1 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.

11.2 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.

11.3 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.

11.4 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.

**12. 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.

**13. 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:

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

13.1.1 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,*

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

13.2 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.

13.3 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.

13.4 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.

13.5 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.

**14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

14.1 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.

14.2 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 15, "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.

14.3 *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.

#### 15. TERMINATION:

15.1 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 18 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

15.2 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 ¶ herefore.

15.3 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:

15.3.1 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;

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

15.3.3 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;

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

15.3.5 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;

15.3.6 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;

15.3.7 complete performance of the work not terminated; *and*,

15.3.8 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.

15.4 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 16.1, 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.

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

15.5.1 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;

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

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

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

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

15.5.6 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.

15.6 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 15.5, 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 15.5, above, and shall provide UNRWA with any information pertinent thereto.

15.7 The provisions of this Article 15 are without prejudice to any other rights or remedies of UNRWA under the Contract or otherwise.

#### 16. REMEDIES OF UNRWA; NON-WAIVER OF RIGHTS:

16.1 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:

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

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

16.1.3 terminate the Contract in accordance with Article 15.1,

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.

16.2 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.

17. **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.

#### 18. SETTLEMENT OF DISPUTES:

18.1 **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.

18.2 **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 18.1 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.

19. **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.

20. **TAX EXEMPTION:**

20.1 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.

20.2 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.

21. **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.

22. **MODIFICATIONS:**

22.1 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.

22.2 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 22.1 above.

22.3 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 22.1, above.

23. **AUDITS AND INVESTIGATIONS:**

23.1 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.

23.2 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

**ANNEX B**

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.

**24. LIMITATION ON ACTIONS:**

- 24.1 Except with respect to any indemnification obligations in Article 7, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 18.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.
- 24.2 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.

**25. ADDITIONAL WARRANTIES:**

- 25.1 The Contractor represents and warrants that:
- 25.1.1 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.
- 25.1.2 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.
- 25.1.3 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.

- 25.1.4 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.

- 25.1.5 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.

- 25.2 The Contractor acknowledges and agrees that the provisions of Article 25.1 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.

- 26. 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.



# UNITED NATIONS

Relief and Works Agency  
for Palestine Refugees in the Near East

RFP NO.  
ADM/PLD/2009/01/DL-02

Procurement & Logistics Division  
Headquarters Amman

## ANNEX B

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### 27. NOTICE AND OTHER FORMALITIES:

27.1 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.

27.2 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.

28. **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.

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## **Terms of Reference (TOR)**

### **Re-tendered**

### **TOR remains unchanged vis-à-vis ADM/PLD/2009/DL-02**

#### **UNRWA Procurement and Logistics Division (PLD)**

#### **Health and Safety Training for PLD Staff Agency-wide**

##### **1. Introduction**

The United Nations General Assembly adopted resolution No. 302 (IV) on 8 December 1949 creating the United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA) in response to the plight of refugees in the aftermath of the 1948 Arab-Israeli war. UNRWA's current mandate expires on 30 June 2011.

UNRWA provides basic education, health services, relief and social services and microfinance and micro enterprise services and carries out infrastructure and camp improvement projects for more than 4.6 million Palestine refugees in Jordan, Syria, Lebanon, the West Bank and Gaza Strip. In support of its programmes, UNRWA has established its own Procurement and Logistics Compounds in all its areas of operation with warehouses, vehicle workshops, fuel stations, logistical operations, vocational training centres etc. In those facilities, only UNRWA staff are employed.

For those procurement and logistics staff, UNRWA is seeking qualified training in best practice health and safety procedures both on operational and managerial level.

##### **2. Target Groups and Training Design**

The target groups to be addressed have been detailed below. On a general note, bidders should be aware that they would be training both operational staff and administrative staff in each location and accommodate that mix in their training design and methodology.

The Health and Safety Training to be provided by the selected contractor shall address three target groups:

- i. Vocational training instructors, workers, mechanics, supply clerks etc.;
- ii. Staff with managerial functions;
- iii. Staff (often international) in charge of the UNRWA Procurement and Logistics Compound (typically the Field Procurement and Logistics Officer (FPLO) or his / her deputy) and Vocational Training Principals.

While the training provision shall be on-site at each UNRWA location in Jordan, Syria, Lebanon, the West Bank and Gaza Strip, we envision that a pre-meeting with the managers as mentioned under iii. would take place with the selected contractor as phase 1 of the assignment so that the final training plan and schedule would be designed as per the actual needs and concerns of the individual fields and to ensure that the right emphasis is given to the most pressing issues. During this phase 1, the selected contractor shall also be given the opportunity to visit one or more of the UNRWA facilities on which the training shall focus (1-2 locations) to ensure it has a chance to identify the key areas to be addressed.

Training would then need to be provided on three different levels:

- i. Best practices in health and safety for regular staff in form of workshops and training on the job;
- ii. Health and safety responsibilities in accordance with best practice in the workplace and the application of a health and safety policy;
- iii. Health and Safety for managers – managerial responsibilities and best practice in the workplace and in the broader context of UNRWA.

Modules i. and ii. would have to be delivered in Arabic while module iii, subject to composition of the group of managers, would have to be in English and / or Arabic.

### 3. Key Skills to be taught (to include but not limited to)

#### Groups i. and ii.

- Health and Safety in accordance with best practice
- Personal Protective Equipment at Work
- Manual Handling Operations
- Loading of Goods
- Storing of Goods
- Checking and Maintenance of Tools and Equipment
- Health and Safety (First Aid)
- Noise at Work
- Electricity at Work
- Hygiene at Work
- Visibility and Lighting Levels at Work
- Substances hazardous to Health
- Explosive Substances in the Workplace

#### Groups ii and iii (on the appropriate managerial level)

- Identification, Evaluation and Management of Health and Safety Issues in the Workplace
- Health and Safety Information Policy for Employees

Due to the combination of managerial and practical tasks, key skills to be achieved to be achieved for group ii overlap with groups i and iii.

The training shall be based on training materials to be designed and produced by the selected contractor and to be distributed to all participants (English and Arabic) as part of the contract.

#### 4. Training Objectives

At the end of the training, target group i. should be able to:

- Identify potential health and safety hazards in their particular field of work.
- Check, operate and maintain their assigned equipment in a safe manner.
- Protect themselves and others from potential hazards in the workplace;
- Fulfil their assigned tasks in a safe manner and without causing a hazard to others or themselves.
- Apply the relevant safety standards in accordance with best practice.
- Acquire practical skills such as (but not limited to) know how to safely load a truck, stack supplies, repair a vehicle etc.
- Apply the required hygiene standards.
- Know what to do in case of fire.
- Know what to do in case of an accident.

At the end of the training, target group ii. should be able to:

- Be aware of the health and safety risks in his / her area of responsibility.
- Have the knowledge how to eliminate, mitigate and manage those health and safety risks.
- Know and apply all health and safety regulations which enhance health and safety in the workplace under their management.
- Provide guidance and advice to their staff with regards to health and safety.
- Regularly check their assigned area of responsibility to ensure there are no health and safety risks.
- List and apply the relevant government regulations.
- Manage his / her area of responsibility in a health and safety-conscious manner and in accordance with the relevant government regulations.
- Know how to manage emergency situations such as fire or accidents.

At the end of the training, target group iii. should be able to:

- Identify health and safety risks within his / her own area of responsibility and on Agency-level (cross-cutting health and safety issues).
- Effectively manage health and safety risks and identify the measures to be taken in the broad context of the agency.

#### 5. Methodology and Qualification of Trainers

The trainer/s delivering the training shall be fully trained and qualified to do so in accordance with the applicable international regulations. UNRWA is seeking for trainers who are able to encourage and motivate and who apply an integrative approach to the task and who have proven experience in this particular field.

The training itself shall be delivered in a manner that encourages the participants' involvement and shall rather be in the style of a workshop with group work etc. than a lecture. Trainers shall be dynamic and enthusiastic. It is important to get UNRWA staff "on board" and enhance awareness of health and safety issues in the workplace and make them understand that they all can only benefit from applying and following the necessary standards. Bidders shall in their proposal confirm compliance with this provision and shall outline their methodology in detail and provide the relevant details of the trainer/s involved.

## 6. Number of Participants

The approximate number of participants will be the following per location:

- group i - 20-25 per location
- group ii - 3-10 per location
- group iii - 3-5 per location

Staff to be trained will be predominantly male, however, it is expected that the training concept is designed in such a manner that it appeals to female and male staff alike and ensures that female and male staff feel equally comfortable with methodology and content.

## 7. Special Provisions

- The selected contractor would ideally have access to all UNRWA locations within the West Bank, Gaza Strip, Jordan, Lebanon and Syria in order to perform the training specified herein. UNRWA is prepared to facilitate the contractor's access to all of its areas of operation including the West Bank and Gaza Strip and to afford the contractor the same protection and security measures which UNRWA affords its staff. However, the contractor will be expected to ensure that its staff are in possession of the necessary passports / visa so they can travel to all UNRWA locations.

While on-site training in Gaza is clearly preferred by UNRWA, alternative solutions may also be considered.

Bidders shall in their proposal confirm compliance with this provision.

- Provision of the main part of the training shall be in Arabic. Provision of the training to managers shall be in English or Arabic, as required. Training material shall be provided by the selected contractor in English and Arabic, in electronic and hard copy version.

Bidders shall in their proposal confirm compliance with this provision.

- UNRWA may decide, as a follow-up to the initial training, to request a second round of training from the successful contractor for different focus groups and other areas of specialisation. Therefore, bidders are asked to commit in their financial proposal by providing fixed daily rates for each instructor which shall remain to be valid for possible further related training requirements.

Bidders are requested to specifically provide daily rates in their financial proposal as requested and to confirm validity thereof beyond this tender exercise for possible future projects.



**ACKNOWLEDGMENT LETTER**

[Letterhead of bidder, 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: Chairperson, Tender Opening Committee  
UNRWA Headquarters, Amman  
Industrial Street  
Bayader Wadi El-Seer  
Amman 11814  
Jordan**

Subject: RFP# **ADM/PLD/2009/01/DL-02** dated 14 October 2009

Dear Madam, dear Sir,

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

INTEND                       DO NOT INTEND

to submit a proposal to UNRWA by the deadline date of **22 November 2009 at 12:00 noon (Amman time)**.

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.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

**IMPORTANT: In order for your company to remain as a registered vendor, you must return this acknowledgment letter even if you do not intend to submit a proposal at this time.**

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

- We do not have the capacity to submit a proposal at this time
- We cannot meet the technical requirement for this RFP.
- We do not think we can make a competitive offer at this time
- Others: \_\_\_\_\_

**Kindly return this acknowledgment immediately by fax to +962-6-580-8170 or by email to [cpld@unrwa.org](mailto:cpld@unrwa.org). (Please indicate RFP# on subject line.)**

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**LETTER OF INTRODUCTION**

[Letterhead of bidder, 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: Chairperson, Tender Opening Committee  
UNRWA Headquarters, Amman  
Industrial Street  
Bayader Wadi El-Seer  
Amman 11814  
Jordan**

Subject: RFP# **ADM/PLD/2009/01/DL-02** dated 14 October 2009

Ladies/ Gentlemen,

1. Being duly authorized to represent and act on behalf of *[insert name of bidder]* (hereinafter “the bidder”), in accordance with the attached power of attorney (or equivalent document), and having reviewed and fully understood the requirements of the 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]*.
2. 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 Project Description/Statement of Work/Specifications (Annex C to RFP) and any special conditions set forth herein will form part of any contract should UNRWA accept our proposal.
3. 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).
4. 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.
5. If awarded the contract, we undertake to provide UNRWA with the performance guarantee in the amount equal to 10% of the total yearly contract value as stipulated under Section 9 of the Instructions to Bidders (Annex A to RFP) and in accordance with the form in Annex I to the RFP.



**UNITED NATIONS**  
Relief and Works Agency  
for Palestine Refugees in the Near East

**RFP NO.**  
**ADM/PLD/2009/01/DL-02**

Procurement & Logistics Division  
Headquarters Amman

**ANNEX E**

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Name & Title of Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name and Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

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

## EVALUATION CRITERIA AND SPECIAL INSTRUCTIONS

### 1. Evaluation Criteria

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

#### A. Technical Proposal

	<u>Points</u>
(i) Specific experience of the bidder relevant to the assignment	[20]
(ii) Adequacy, quality and relevance of the proposed training methodology in responding to the requirements as set forth in the TOR.	[40]
(iii) Qualifications and competence of the key staff for the assignment	[40]

**Total Points (St): 100**

The minimum technical score required to pass [*Insert number of points*]: 65 \_\_\_\_\_

#### B. Financial Proposal

The formula for determining the financial score is as follows:

$$Sf = 100 \times Fm/F$$

where: Sf = the financial score  
Fm = the lowest price  
F = the price of the proposal under consideration

The weights given to the Technical and Financial Proposals are:

Technical (Wt) = St x **0.60**, and  
Financial (Wf) = Sf x **0.40**

The sum of the two numbers above (Wt+Wf) must always be 1.00.

### 2. Special Instructions: None.



**VENDOR PROFILE FORM**

**Section 1: Company Details and General Information**

1. Name of Company:	
36. Street Address:	3. P.O. Box and Mailing Address:
Postal Code:                      City:	
Country:	
4. Tel:	5. Fax:
6. Email:	7. Company Website:
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):    Corporate/ Limited <input type="checkbox"/> Partnership <input type="checkbox"/> Other (specify): <input type="checkbox"/>	
12. Nature of Business:    Manufacturer <input type="checkbox"/> Authorised Agent <input type="checkbox"/> Trader <input type="checkbox"/> Consulting Company <input type="checkbox"/> Other (specify) <input type="checkbox"/>	
13. Year Established :	
14. Number of Full-time Employees:	
15. Country/State where registered and License no.:	
16. VAT No./Tax I.D:	
17. Working Languages:                      English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Russian <input type="checkbox"/> Arabic <input type="checkbox"/> Chinese <input type="checkbox"/> Other (specify) <input type="checkbox"/>	



**Section 2: Financial Information**

18. Annual Value of Total Sales (or, if not applicable, Revenues) for the last 5 Years:	
Year ____: USD____. Year ____: USD____. Year ____: USD____. Year ____: USD____. Year ____: USD____.	
19. Annual Value of Export Sales for the last 5 Years:	
Year ____: USD____. Year ____: USD____. Year ____: USD____. Year ____: USD____. Year ____: USD____.	
20. Bank Name:	Swift/BIC Address:
Address:	
21. Bank Account Number:	Account Name:
22. Please provide certified copies of audited financial statements (balance sheet, income statement, cash flow statement and notes to the accounts) for your Company's two most recent fiscal years prepared by an internationally-recognized firm of chartered accountants and, if the latest audited financial statements are more than 12 months old, unaudited financial statements as of the fiscal quarter immediately preceding the date of submission of the proposal.	

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

23. Quality Assurance Certification (e.g. ISO 9000 or equivalent) (Please provide a copy of your latest certificate):
36. If your Company has a branch, representative office or local agent in the following locations, please provide name of branch, office or agent, complete address, contact person, telephone number, fax number and email address:
Jordan: _____
Gaza: _____
West Bank: _____
Lebanon: _____
Syria: _____
25. For Goods only, do those offered for supply conform to National/International Quality Standards? Yes <input type="checkbox"/> No <input type="checkbox"/>
26. List below up to fifteen (15) of your core Goods/Services offered:

Note: For UNCCS Codes, please go to United Nations Global Marketplace website (<http://www.ungm.org/Info/Uncss.aspx>).

UNCCS Code	UNCCS Description (one line for each item)	National/International Quality Standard to which item conforms



**ANNEX G**


27. How many clients does the Company have for whom you have implemented similar projects as the one requested under this RFP?		
28. Please list at least five (5) former and current clients of the Company ( <u>preferably</u> those for whom the Company has provided similar goods or services or implemented similar projects as the one requested under this RFP). By providing this information, you hereby permit UNRWA to contact these clients.		
<u>Name of Client and Address</u>	<u>Contact Person, Telephone Number, Fax Number and Email Address</u>	<u>Name of Goods/Services/Project, Brief Description, Completion Date and Total Value</u>
29. Please list details of proposed staffing for this project.		
<u>Name and Title of Employee</u>	<u>Educational Level, Professional Qualification and Years of Relevant Experience</u>	<u>Proposed Role for this Project and Details of Similar Projects Involved In</u>
30. Please list details of proposed subcontractors (if any). Please note that if any part of the project will be subcontracted, you must provide a fully-accomplished Vendor Profile Form and the financial documents requested under item 22 above for each subcontractor. UNRWA approval is required for any proposed subcontracting.		
<u>Name of Subcontractor</u>	<u>Address of Subcontractor</u>	<u>Description of Project Component to be Implemented by this Subcontractor</u>

**Section 4: Experience**

36. Recent contracts with UNRWA:			
<u>Value:</u>	<u>Year:</u>	<u>Goods/Services Supplied:</u>	<u>Destination:</u>
USD _____	_____	_____	_____
USD _____	_____	_____	_____
USD _____	_____	_____	_____
36. Recent contracts with other organizations (including other UN Agencies, other International Organizations and private companies):			
<u>Organization:</u>	<u>Value:</u>	<u>Year:</u>	<u>Goods/Services Supplied:</u> <u>Destination:</u>



_____	USD	_____	_____	_____	_____
_____	USD	_____	_____	_____	_____
_____	USD	_____	_____	_____	_____
<p>36. To which countries has your company exported goods and/or in which countries has your company provided services or implemented projects over the last 5 years?</p>					

**Section 5: Other**

<p>34. Please list and describe any dispute your Company has been involved in with any client, UN agency or International Organization in the last 5 years:</p>				
<p>35. List any National or International Trade or Professional Organizations of which your Company is a Member.</p>				
<p>36. Certification: I, the undersigned, hereby warrant that the information provided in this form is true and correct, and in the event of changes details will be provided as soon as possible:</p>				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Name: _____</td> <td style="width: 50%; border: none;">Functional Title: _____</td> </tr> <tr> <td style="border: none;">Signature: _____</td> <td style="border: none;">Date: _____</td> </tr> </table>	Name: _____	Functional Title: _____	Signature: _____	Date: _____
Name: _____	Functional Title: _____			
Signature: _____	Date: _____			



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**FINANCIAL PROPOSAL FORMAT**

[Date]

To: **THE UNITED NATIONS RELIEF AND WORKS AGENCY  
FOR PALESTINE REFUGEES IN THE NEAR EAST (UNRWA)  
Attention: Chairperson, Tender Opening Committee  
UNRWA Headquarters, Amman  
Industrial Street  
Bayader Wadi El-Seer  
Amman 11814  
Jordan**

Ladies/Gentlemen:

We, the undersigned, offer to provide the services for the Technical Assistance and Implementation of Pay Policy and Salary Survey Methodology in accordance with your Request for Proposal (RFP# XXX) dated 30 January 2009 and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in words and figures*].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*insert date*]. (*Please note Section 5 of Annex A to this RFP.*)

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:

**Note:** Please provide as much detail as possible by breaking up your financial proposal in fixed costs and variables.

No	Item	Unit Cost (USD)	Qty	Total Cost (USD)	Remarks
1					
2					
3					
5					
6					
7					

**Suggested terms and schedule of payment (please note Section 8 of Annex A to this RFP):**



**PERFORMANCE BOND FORM**

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

DEAR LADIES/GENTLEMEN:

We understand that [*insert name of Bidder*] (the “Supplier”) has entered into a contract with the United Nations Relief and Works Agency for Palestine Refugees in the Near East (“UNRWA”), an international organization with headquarters at Wadi Seer, Amman, Jordan, dated the ..... day of ....., 20..... for the [*insert title of contract*], said Contract being by reference made part hereof and hereinafter referred to as the “Contract”.

NOW, THEREFORE, for valuable consideration, the receipt whereof we hereby acknowledge, we, [*insert name of surety*], a corporation organized under the laws of ..... and duly organized to transact business in ..... (hereinafter called the “Surety”), hereby irrevocably undertake to promptly pay to you on demand, without any objection, opposition or recourse, whenever Supplier shall be declared by UNRWA to be in default under the Contract, the amount required by UNRWA to remedy the default and complete the Contract in accordance with its terms and conditions, such amount not to exceed United States Dollars ..... (USD .....).

The condition of this obligation is such that if UNRWA shall notify the Surety in writing that the Supplier has promptly and faithfully performed the said Contract (including any amendment thereto) then this obligation shall be null and void, otherwise it shall remain in full force and effect until UNRWA shall by written instrument declare the obligation discharged, except that the obligation shall continue for at least 90 days following termination of the Contract.

This Bond shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than UNRWA and its successors.

Nothing herein or related hereto shall be deemed a waiver or an agreement to waive any of the privileges or immunities of UNRWA.

Signed on [*insert date*]  
on behalf of [*insert name of Surety*]  
by [*insert name of authorized signatory*]  
in the capacity of [*insert title of signatory*]

in the presence of

[*insert name of witness*]

---

**INFORMATION TO UNRWA VENDORS**



**United Nations Global Compact**

**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.



# UNITED NATIONS

Relief and Works Agency  
for Palestine Refugees in the Near East

RFP NO. ADM/PLD/2009/01/DL-02

Procurement & Logistics Division  
Headquarters Amman

## ANNEX J

### 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;
- Principle 9: The promotion of the diffusion of environmentally friendly technologies.

#### 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](http://www.unglobalcompact.org) for further information.



# UNITED NATIONS

Relief and Works Agency  
for Palestine Refugees in the Near East

RFP NO. ADM/PLD/2009/01/DL-02

Procurement & Logistics Division  
Headquarters Amman

## ANNEX J

### 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](http://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.<sup>1</sup>

**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 and management systems have been put 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

<sup>1</sup> [www.ilo.org/ilolex/english/convdisp2.htm](http://www.ilo.org/ilolex/english/convdisp2.htm).

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 or race, color, 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<sup>2</sup> 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.

#### **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.

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<sup>2</sup> [www.ilo.org/public/english/protection/safework/managmnt/guide.htm](http://www.ilo.org/public/english/protection/safework/managmnt/guide.htm).



# UNITED NATIONS

Relief and Works Agency  
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Procurement & Logistics Division  
Headquarters Amman

## ANNEX J

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**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 Division at [cpld@unrwa.org](mailto:cpld@unrwa.org).**

Draft Contract

**SERVICE CONTRACT NO. \_\_\_/\_\_\_/200\_**

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

**Background**

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

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

**1. DEFINITIONS AND INTERPRETATION.**

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

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

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

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

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

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

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

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

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

**1.2 Interpretation.** As used in the Service Contract:

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

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

1.2.1.2 The Terms of Reference.

1.2.1.3 The General Conditions.

1.2.1.4 The Proposal.

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

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

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

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

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

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

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

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

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

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

**3.2.1** The Contractor shall commence the Services not later than \_\_\_\_\_ 200\_.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 5. MISCELLANEOUS.

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

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

UNRWA:

the Contractor:

Facsimile: +

Facsimile: +

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



**5.4 Counterparts.** This Service Contract may be signed in one or more counterparts, each of which shall be deemed to be an original.

**5.5 Entire Agreement.** This Service Contract and its annexes may be modified or amended only upon the written agreement of the parties, and this Service Contract and its annexes, as amended, represent the entire agreement and understanding between the parties with respect to the subject matter hereof.

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

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

**[Contractor]**

\_\_\_\_\_  
[name]

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