



united nations relief and works agency  
for palestinian refugees in the near east  
وكالة الامم المتحدة لرفاهية فلسطين  
اللاجئين والمغتربين في الشرق الاوسط

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[www.unrwa.org](http://www.unrwa.org)

## Invitation to Bid No. R22S/I/56/2017/1

# Provision of Customs Clearance and Transportation Services for Airfreight Shipments

9 November 2017

دائرة الإسناد الإداري  
مكتب إقليمي غزة

ص.ب. 61  
مدينة غزة

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<b>Contents</b>	<b>Pages</b>
<b>Invitation to Tender</b>	<b>3-4</b>
<b>Annexes</b>	
<b>A : Terms of Reference</b>	<b>5-9</b>
<b>B : Evaluation Criteria</b>	<b>10</b>
<b>C : Pricing Table</b>	<b>11-12</b>
<b>D : General Conditions of Contract for the Provision of Services</b>	<b>12-22</b>
<b>E : Acknowledgement Letter</b>	<b>23</b>

## Invitation to Tender No. R22S/I/56/2017/1

Dear Sirs,

You are hereby invited to quote the attached Tender R22S/I/56/2017/1 which form an integral part of this tender and are based on good faith estimates of UNRWA's needs. UNRWA makes, however, no commitment to either meet or exceed these quantities.

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

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

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

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

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

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

Tender must be submitted on the attached Tender form No. R22S/I/56/2017/1 mailed in a two separate quotation envelopes (**Technical, Financial**) sealed and clearly marked "Confidential", Tender No. R22S/I/56/2017/1 mailing address for quotations listed hereunder. Tender must be received before the indicated time and date of tender closure at the specified mailing address for Tender designated below.

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

1. **Service type:** Provision of Customs Clearance and Transportation Services for Airfreight Shipments
2. **Required minimum validity of offer:** 120 days
3. UNRWA has the right to conclude a number of non-exclusive Long Term Agreements
4. **Payment terms:** Within 45 days from receipt of the invoice.
5. **Currency:** NIS Only
6. **Tender Closure:** **Wednesday, 29 November 2017 at 12:00 pm**
7. **Mailing address:**

UNRWA  
Chairman, Field Tender Opening Committee  
(For Finance Office)  
P.O. Box 61, Gaza or P.O. Box: 338,78100 Ashqelon, Israel

**By Mail: FTOC@UNRWA.ORG**

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

Alternative Address:  
Attention Ali Biedas, Mobile No. (+972 542325593)

To: FPLO- Gaza, UNRWA Field Office, Ammunition Hill  
Shlomo Zalman Shragai Street, 3515 Local – Israel  
P.O.BOX : 19149

Please ensure that your outer mail package is clearly marked or labeled as indicated above.

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

### Special Conditions

1. The contractor must submit two separate sealed envelopes. The first envelope is a Technical Offer and the second one is Financial Offer.

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

3. **QUERIES ABOUT THIS RFP:** For queries on this RFP, please contact the Procurement Section of the UNRWA Field Office Gaza via email at FPO@UNRWA.ORG on the subject line, please indicate the RFP number and reference. **Bids must NOT be sent to the above email. Bids sent to the above email will not be considered.**



united nations relief and works agency  
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وكالة اﻻمم المتحدة ﻟﻠﺨﻔﻮﺍﺝ  
والتعمير ﻓﻲ ﺍﻟﺸﺮﻗﻲ ﺍﻟﺠﻨﻮﺑﻲ

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department of  
administrative support  
gaza field office

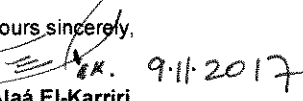
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Please also note that conditional and alternative offers will not be accepted.

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

Thank you.  
Yours sincerely,  
  
**Alaá El-Karriri**  
Deputy Head Field Procurement Office  
UNRWA – Gaza

Supplier's Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Tel No.: \_\_\_\_\_ Jawwal No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

دائرة الإسناد الإداري  
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**UNITED NATIONS RELIEF AND WORKS AGENCY FOR PALESTINIAN  
REFUGEES IN THE NEAR EAST**

**TERMS OF REFERENCE**

**Provision of Customs Clearance and Transportation Services for Airfreight Shipments**

**1. BACKGROUND**

This contract is established to provide handling and clearances including customs clearance in the Israeli Airports, and the Main Post Office in Jerusalem for all arriving consignments consigned to UNRWA and/or voluntary agencies or Organizations where UNRWA had the approval/authority to clear the cargo on their behalf. 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.

**2. SCOPE OF WORK**

The contractor shall perform the following tasks:

- a) Purpose. Undertake, initiate, effect, accomplish and complete all necessary handling and clearances including customs clearance in Israeli Airports and the Main Post Office in Jerusalem against by UNRWA providing shipping and Customs documentation for all arriving consignments consigned to UNRWA and/or voluntary agencies or Organizations where UNRWA had the approval/authority to clear the cargo on their behalf.
- b) Acknowledgment. Acknowledge to UNRWA originating office, within one day, the receipt of all information and documentation regarding incoming consignments, which are described in details under "Obligations of UNRWA".
- c) Monitoring Airfreight Consignments at the port of entry, provide UNRWA's appointed representative immediately upon arrival of flights, airliner carrying UNRWA consignments or voluntary Agencies or organizations where UNRWA has the approval/authority to clear the cargo on their behalf with the following information:
  - a. Flights / Airlines name;
  - b. Airway bill No., Way Bill No, all by fax or e-mail , if this information is not available within UNRWA;
  - c. Shipping terms of the consignment;
  - d. Packing list and Invoice of the consignment ( all by fax, or e-mail if this information available with UNRWA);
  - e. Date and time of the respective flights arrival;
  - f. Date and time of commencing discharge /offloading of consignment;
  - g. Date and time of consignments discharge /offloading of consignment completed;
  - h. Date and time of expected delivery to the final destination as indicated and agreed to by UNRWA.
- d) Next Day Delivery (consignments). The consignment(s) shall be delivered to the final or interim destinations within Israel on the next working day upon receipt of all necessary clearing documentation and any other delivery instructions from UNRWA. Any additional cost that may incurred by UNRWA due to the contractor's failure in processing these documents within the due time which shall be responsibility of the contractor, this includes but is not limited to additional cost of storage, demurrage, and overnight cost of trucks. The safety of the consignment remains the Contractor's responsibility until delivered to UNRWA at the final destination.

- e) Collecting original documents: The contractor shall be responsible for the collection of all shipping documents from the UNRWA Jerusalem office. Collection shall occur on a daily basis from the UNRWA Main Gate Security Building by 13:00-18:00 each working day (except Saturday). UNRWA will notify the Contractors when the documents are ready for collection at least two hours prior the regular collection time.
- f) Pre-Purchase Clearance Advice: When necessary, UNRWA will require advice from the Contractor on the ability to import certain items into Israel. UNRWA will contact the provider prior to purchasing and shipping and the provider will, using best endeavor's; advise UNRWA if the items are able to be imported into Israel without restrictions.
- g) Daily Logistics Information Requirements: The contractor shall, on a daily basis, update the follow up sheet developed by UNRWA with all relevant information to enable UNRWA to track outstanding and arriving consignments.
- h) Market price investigation: UNRWA has the right to conduct market research during the contractual period to ensure that the contracted prices still serves the best interest of the Agency. UNRWA reserves the right to enter into any other agreement should the market research result in better prices available, unless the Contractor is willing to meet or better its best price available to UNRWA.
- i) Payments on behalf of UNRWA: The contractor shall pay in advance all official charges for each consignment involved in the clearing process for UNRWA consignments for which UNRWA is liable to settle. This includes charges for which UNRWA is not exempt from paying. The contractor shall obtain supporting receipts to provide the correct settlement of each consignment. Such charges shall include but are not limited to: Port authorities' fees, airports authorities' fees and post office fees in accordance with valid official price lists. The contractor shall submit all original invoices which have been paid on behalf of UNRWA during the clearance process. Invoices content shall include payment breakdown for each service and justification of calculations for each service i.e. Transportation (20 contx\$10=\$200).
- j) Letters of Reserve: A standard letter of reserve is used to ensure that other parties responsible for loss or damage to consignments are held liable for such loss and the necessary clearing documents for each consignment. The standard letter of reserve will be forwarded through the contractor's representative to all necessary parties including the port authority, carrier's agent, and any subcontractor (s).  
  
on those occasions when a port when a port certificate /Carrier's Certificate is not obtainable at the time of offloading, the contractor is to ensure that the Carrier's agent Delivery Order is clearly annotated with any loss/damages.
- k) Letters of Claim: A Standard letter of claim indicating details of any shortage, damages, and /or leakage will be issued by UNRWA when shortages, damages, and a letter of claim or letter of conveyance the contractor is required, before removal of the consignment from the port, to provide UNRWA with all details of shortage, damage, and or leakage including the estimated value of any loss. This is necessary in order to coordinate action needed to remedy the loss to UNRWA, i.e. either above, and then they will be held fully responsible for any shortage, damage or leakage discovered upon the final receipt of the consignment in UNRWA's warehouse.
- l) Inland Transport: The contractor shall be responsible to arrange or hire transport based on the tendered rates, all necessary means of transport for goods and supplies covered by contract from and to Israeli airports as directed and communicated by UNRWA.
- m) Coordination With UNRWA: The contractor shall be responsible to coordinate with UNRWA's appointed representative prior to dispatch of goods and or supplies from Israeli airports, for each consignment, including individual or consolidated consignments. A load note indicating details of the cargo, the seal number of the containers/serially numbered pallets, the trucks.
- n) Rules and Regulation: The Contractor shall comply with the General Customs rules and Regulation and all Customs Rules and regulation in force relating to the Israeli Port Authority or any other Authority concerned in Israel, the West Bank or Gaza Strip, and shall be solely and directly liable to the respective Government authorities, the Israeli Air port authorities or any other concerned authority in Israel, the West Bank or Gaza Strip, as well as to UNRWA, for any non-compliance with these rules and regulations by himself or his staff or his subcontractors.

The contractor warrants that he is in possession of all registration and licenses issued by the Israeli or the Palestinian chambers of commerce with are necessary for the performance of this contract.

The contractor shall be responsible to provide UNRWA, immediately when made public, with rules, regulations, and directives and all up to date official charges in relation to airports crossings issued by the Israeli Government, the port authorities or any concerned authorities or body which pertains to customs clearance, port operation and transport. The documents must be provided in the English language.

- o) **Insurance covering:** The Contractor and its subcontractors shall have appropriate insurance coverage to hold UNRWA, its premises and its staff free from any harm or damage. The contractor shall be solely responsible for all acts, omissions and violations by the contractor or any other person employed or subcontracted by him or under his authority or control performing this contract. A copy of the insurance certificate shall be presented to UNRWA prior signing of any contract. Any financial losses that may occur to UNRWA resulting from acts, omissions or violations will be refunded to UNRWA by the Contractor, and in any case the contractor shall compensate UNRWA fully in this regard.
- p) UNRWA official language is ENGLISH. In order to communicate with our Port operations staff, the Contractor's staff shall be able to speak and write in fluent English. (Arabic would also be an advantage)
- q) **MASLOL system:** Contractor must provide UNRWA a smart card "MASLOL system" to monitor the submission for UNRWA through the system, and the contractor must to improve to UNRWA by sending an official E-Mail (screen shot) to confirm the date of Submission for all the cases.
- r) **IL authorities transactions and approvals:** Contractor must submit IL authorities' approvals on the same day they collect the documents; if any delay occurs, the Clearance agent will cover the additional storage cost at the airport.
- s) **Follow up for IL authorities' approval:** Contractor must follow up with IL authorities on behalf of UNRWA to obtain the required approvals in order to complete custom clearance process.
- t) **Feedback about missing or incorrect documents:** Contractor must inform UNRWA with the required documentations needed for getting IL authorities' approvals once UNRWA requests.
- u) The contractor must respond to any urgent e-mails within 12 hours
- v) The contractor must fill and advise on behalf of UNRWA on the authorities official letters and application forms
- w) The contractor must provide us contact person for clearance and one for transportation.
- x) **Feedback:** Contractor must inform UNRWA with any missing or incorrect document in the same day of collecting the documents in order to avoid any delay.
- y) **Certificate:** The contractor shall have all required permits and licenses duly issued by the Israeli directorate of customs to perform customs clearance and freight forwarding services in Israel. The Contractor shall undertake and maintain throughout the contract period its government-issued permits and licenses. Copies of the contractor's permits and licenses should be attached to the bid.
- z) The contractor should be part of a global freight forwarding network and have an organized and established set-up for collection and movement of cargos from the overseas vendors to Ben Gurion international airport.
- aa) The contractor should have a valid IATA license.
- bb) The contractor should have a valid FIATA membership.
- cc) Consideration will be given to companies holding a AEO certificate: (AEO is a concept that aims at balancing increased security requirements with facilitations for compliant traders. It constitutes a main element of the Customs Security Program of the European Union (optional).
- dd) **Business Experience:** the contractor should have been in the business of freight forwarding and customs clearance in Israel for at least ten (5) years prior to the closing date for submission of bids.

- ee) The contractor to have an average annual turnover for the last 3 (three) years of at least USD\$1,000,000 (one million).
- ff) The contractor to have regional/ port offices in the main ports of entry to Israel. UNRWA will visit the offices before awarding the service contract "site visit".
- gg) The contractor has the availability of goods tracking and tracking system with client's online access
- hh) Brief CVs showing qualifications and experience of key staff who will manage this process.
- ii) Key clients list for reference.

### **3. Obligations of UNRWA**

UNRWA will provide the following

- a) Shipping Documentation: UNRWA will provide the contractor, subject to availability, and if not already received and communicated to UNRWA through the Contractor or from carrier's agents, all necessary shipping documents including the air waybill/ packing list, shipper's / supplier's invoice, land transport waybill, valued packing list and /or invoice / UNRWA's invoice and postal delivery advice together with the duly approved documentation (380) for import of UNRWAs consignments on a "TAX FREE basis".

On those occasions when the original shipping documents are neither available upon arrival of the consignments nor available upon receipt of the carriers company mail, UNRWA will provide all necessary documentation including a standard letter of guarantee for releasing the consignment.

- b) Payments. UNRWA will pay all expenses incurred during the clearance and the delivery of UNRWA consignments including the official invoices of the carriers' agents. I.e. but not limited to: handling charges, offices invoices etc. UNRWA will also pay the official invoices of the contractor and those of other parties concerned in the process of clearing and delivering UNRWA consignments, provided the invoices are justified and properly documented.
- c) Personnel Assistance: UNRWA will provide personnel for checking shipments received at its premises at its own responsibility and cost.

### **4. Terms and Conditions**

- Payments on 45 day, from invoice receiving date at Jerusalem team office, invoices should be original Hard copy.
- Contractors balances calculated based on the received invoices only.
- Contractor should separate between Gaza & W.B Accounts, Payments, and Invoices.
- Invoices should be signed and stamped by the contractor.
- Each invoice should be related for one Shipment only.
- Third part amount should be supported by sub invoices and related to the shipment.
- The VAT amount in the sub invoices (Third Part invoices) should be reflected on the contractor Tax invoice.
- The follow up of the third party invoices dispute is one of contractor's responsibilities.
- Invoices include incorrect information or amount will not be considered until correction or credit received.
- Invoices terms reflect just accomplished services, unaccomplished service (deposit amount) are not acceptable.



- Each invoice should include at least the following shipment information: File No #, Reshimon #, Arrival Date, Invoice Date, UNRWA Reference, shipment Commodity, Quantity, Weight, Contractor stamp or signatures.
- Contractor need to get the approval from the inbound logistics office in order to pay any demurrage invoices to the shipping lines.

#### 5. Joint Responsibilities

Both parties shall agree on the following:

- Provided the contractor submits "final " original Invoices with supporting attachments of third party official invoices, within 15 days of the delivery of consignment at UNRWA warehouses, UNRWA will verify these "final Invoices" and will effect payment within 45 working days from the date of receipt, of from satisfactory delivery of the goods and acceptance thereof, whichever is the later. The contractor invoices should be submitted for each consignment in one lot so to reduce the paperwork for both contractor and UNRWA to the greatest possible extent.

#### 6. Deliverables and Target Completion

The Contractor shall provide handling and clearance including custom clearance in Israel airports, and the post office service to UNRWA in accordance with prices at Annex B (A1 &A2) .

#### 7. Timing submission:

The Contractor must submit the required documents and transaction for IL authorities immediately once received from UNRWA and inquires must be clarified on the same day of submission

#### 8. Reporting

- The contractor shall report to, in the case of shipments for Gaza, the Head Of Logistics Office, Gaza Field office/C Logistics Officer.
- The contractor shall report to, in the case of shipments for the West Bank and joint West Bank/Gaza Shipments, the Head Field Procurement and Logistics Department, O/C Senior Logistics Officer
- 

Name	Title	Field	Email	Phone	Mobile	Working hours
Larisa Mmkova	Head Field Logistics Office	Gaza Field Office	L.MRNKOVA@UNRWA.ORG	+97282887246	+972599604548	Sun-Thu 7:30- 15:00
Ali Beidas	Logistics Officer	Gaza Field Office shipments	a.beidas@unrwa.org	+97225891619	+972542325593	Sun-Fri 7:30- 15:00

#### 8. Duration

- The initial contract period is for 24 months with possibility for extension for additional period of 12 months or less as may deem convenient to UNRWA.
- The conditions of the extension over the initial contractual period will be subject to:
  - The Contractor's satisfactory performance,
  - The availability of funds.

## Technical Evaluation Criteria

### Provision of Customs Clearance and Transportation Services for Airfreight Shipments

SN	Criteria	Compliant/Non-compliant
<b>1</b>	<b><u>Certificates</u></b>	
<b>1.1</b>	The contractor shall have all required permits and licenses duly issued by the Israeli directorate of customs to <b>perform customs clearance and freight forwarding services in Israel</b> . The contractor shall undertake and maintain throughout the contract period its government-issued permits and licenses. <i>N.B: Copies of the contractor's permits and licenses must be attached.</i>	
<b>1.2</b>	The contractor must have certificate of <b>transport</b> from Israeli chamber of commerce. <i>N.B: Copies of the certificate must be attached.</i>	
<b>1.3</b>	The contractor shall have an Authorized Economic Operator (AEO) certification; (AEO is a concept that aims at balancing increased security requirements with facilitations for compliant traders. It constitutes a main element of the Customs Security Program of the European Union <b>(optional)</b> )	
<b>2</b>	Availability of at least 10 trucks for transportation cold chain and regular <i>N.B: service provider must include number of available trucks with its valid license and insurance.</i>	
<b>3</b>	The contractor should have been in the business of freight forwarding and customs clearance in Israel for <b>at least five years</b> . <i>N.B: If service provider has five years and above, the item will be considered as compliant. Otherwise, the item will be considered as non-compliant.</i>	
<b>4</b>	The contractor to have an average annual turnover for the last 3 (three) years of at least <b>USD 1,000,000 (+/- 10%)</b> <i>N.B: Evidence must be attached.</i>	
<b>5</b>	The contractor has the availability of goods tracking and tracking system with client's online access. <i>N.B: Evidence must be attached.</i>	
<b>6</b>	Brief CVs showing qualifications and experience of key staff who will manage this process. There must be at least the followings a. One staff with at least <b>five years</b> of experience in <b>customs clearance services</b> b. One staff with at least <b>five years</b> of experience in <b>transportation services</b> <i>N.B: service provider must fill the attached C.V. format for each staff.</i>	
<b>7</b>	Availability of key clients list. <i>N.B: a list of key clients must be attached.</i>	
<b>8</b>	The contractor to have regional/ port offices in the main ports of entry to Israel, <b>UNRWA will visit the offices in case the service provider pass all above criteria (from 1 to 7) except item 1.3 as it is an optional criterion. (Field visit)</b>	

**Note:** Service provider must pass all above criteria (from 1 to 8) except item 1.3 as it is an optional criterion to consider for the financial evaluation stage.

## PRICING TABLE

## Provision of Customs Clearance and Transportation Services for Airfreight Shipments

## A-1

Cost of custom clearance include the following : agency commission, formalities " poster stamp " petty cash digital archives (smart card) MASLOUL (Israeli ports) submission, daily tracking, transfer documents to authorities and submitting request to authorities, samples delivery, physical check. Amount excluded the governmental duty taxes and fees.		
	Cost	Per
Customs Clearance At TLV Airport		Consignment
Security Check		Consignment

## A-2

Transportation of cleared consignments from the Air Port to other destinations	Cost	Per
<b>Airport to Jerusalem (GC, MD, SP)</b>		
Airfreight ben gurion - Jerusalem (0- 100) kg		Consignment
Airfreight ben gurion - Jerusalem (0-250) kg		Consignment
Airfreight ben gurion - Jerusalem (0-500) kg		Consignment
Airfreight ben gurion - Jerusalem (0-750) kg		Consignment
Airfreight ben gurion - Jerusalem (0-1000) kg		Consignment
Airfreight ben gurion - Jerusalem 0-2000) kg		Consignment
Airfreight ben gurion - Jerusalem (0-3000) kg		Consignment
Airfreight ben gurion - Jerusalem (0-3000) kg and above.		Consignment
<b>Airport to Ashdod (GC, MD, SP)</b>		
Airfreight ben gurion - Ashdod (0-100)kg		Consignment
Airfreight ben gurion - Ashdod (0-250) kg		Consignment
Airfreight ben gurion - Ashdod (0-500) kg		Consignment
Airfreight ben gurion - Ashdod (0-750) kg		Consignment
Airfreight ben gurion – Ashdod (0-1000) kg		Consignment
Airfreight ben gurion - Ashdod (0-2000) kg		Consignment
Airfreight ben gurion - Ashdod (0-3000) kg		Consignment
Airfreight ben gurion - Ashdod (0-3000) kg and above.		Consignment
<b>Airport to Jerusalem " COOL Transportation for cool chained medicine"</b>		
Airfreight ben gurion - Jerusalem (0-3,000) kg		Consignment
Airfreight ben gurion - Jerusalem 3000kg and above		Consignment
<b>Airport to Ashdod " COOL Transportation for cool chained medicine"</b>		
Airfreight ben gurion - Ashdod (0-3,000) kg		Consignment
Airfreight ben gurion - Ashdod 3000kg and above		Consignment

**Remark 1: UNRWA Warehouses' Addresses:**

- **Jerusalem In transit warehouse:**  
ShlomoZalmanSharagai -21  
Sheikh Jarrah – GivateHa'athmoshed  
Jerusalem
- **Ashdod in transit warehouse:**  
Overseas Commerce Company  
Ashdod Terminal rear port area  
Ashdod

**Remark 2:** History Data: UNRWA received during 2016 number of consignments in total 63.

**Remark 3:** GC means: General cargo  
MD means: Medicine  
SP means: Spare parts

**Performance bond:** The successful bidder will be required to sign the contract after presenting bank guarantee in the amount of US\$ 10,000 (Ten Thousands US Dollars) as performance bond which shall be retained by UNRWA. Should the contractor breach any of the terms and conditions of the contract by his acts or omissions, UNRWA shall have the right to liquidate the performance bond and/or withhold any due payments to the contractor.

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Manager Name:** \_\_\_\_\_

**Stamp and Signature:** \_\_\_\_\_

**Annex D**

**GENERAL CONDITIONS OF CONTRACT  
FOR THE PROVISION OF SERVICES**

**GENERAL CONDITIONS OF CONTRACT  
FOR THE PROVISION OF SERVICES ONLY**

1. **EFFECTIVE DATE:** This Contract shall be effective when signed by the Parties. The Contract constitutes a contract between the Parties, the rights and obligations of which shall be governed solely by the terms and conditions of the Contract, including these General Conditions.
2. **LEGAL STATUS OF THE PARTIES:** UNRWA and the Contractor shall also each be referred to as a "Party" hereunder, and:
  - 2.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs (including UNRWA) has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
  - 2.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNRWA, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
3. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNRWA in connection with the performance of its obligations under the Contract. Should any authority external to UNRWA seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNRWA and provide all reasonable assistance required by UNRWA. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNRWA, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNRWA.
4. **RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of any services to UNRWA by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:
  - 4.1 The services shall be delivered in a professional and workmanlike manner in accordance with the terms and conditions of this Contract. The Contractor shall conduct its operations with due diligence and efficiency, in accordance with sound technical, financial and managerial standards and practices.
  - 4.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
- 4.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNRWA, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
- 4.4 At the option of and in the sole discretion of UNRWA:
  - 4.4.1 the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UNRWA prior to such personnel's performing any obligations under the Contract;
  - 4.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNRWA prior to such personnel's performing any obligations under the Contract; and,
  - 4.4.3 in cases in which, pursuant to Article 4.4.1 or 4.4.2, above, UNRWA has reviewed the qualifications of such Contractor's personnel, UNRWA may reasonably refuse to accept any such personnel.
- 4.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
  - 4.5.1 UNRWA may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.
  - 4.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNRWA, which shall not be unreasonably withheld.
  - 4.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
  - 4.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
  - 4.5.5 Any request by UNRWA for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNRWA shall

not bear any liability in respect of such withdrawn or replaced personnel.

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

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

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

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

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

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

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

#### 5. ASSIGNMENT; SUBCONTRACTING:

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

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

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

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

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

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

#### 6. INDEMNIFICATION:

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

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

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

and liability in the nature of a claim for workers' compensation.

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

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

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

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

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

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

## 7. INSURANCE AND LIABILITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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



- 7.7 Except for any self-insurance program maintained by the Contractor and approved by UNRWA for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNRWA. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNRWA with evidence, in the form of certificate of insurance or such other form as UNRWA may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNRWA reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 7.5.3, above, the Contractor shall promptly notify UNRWA concerning any cancellation or material change of insurance coverage required under the Contract.
- 7.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.
8. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNRWA against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNRWA.
9. **EQUIPMENT FURNISHED BY UNRWA TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNRWA to the Contractor for the performance of any obligations under the Contract shall rest with UNRWA, and any such equipment shall be returned to UNRWA at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNRWA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNRWA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
10. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
- 10.1 Except as is otherwise expressly provided in writing in the Contract, all right, title and interest, including copyrights, in all works and other materials, whether in written or electronic form and including all derivative works thereof, produced in the performance of this Contract shall be vested exclusively in, and the Contractor shall without further consideration assign, whether as works for hire or otherwise, the same to, UNRWA.
- 10.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNRWA does not and shall not claim any ownership interest thereto, and the Contractor grants to UNRWA a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 10.3 At the request of UNRWA, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNRWA in compliance with the requirements of the applicable law and of the Contract.
- 10.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNRWA, shall be made available for use or inspection by UNRWA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNRWA authorized officials on completion of work under the Contract.
11. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS OR UNRWA:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNRWA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations or UNRWA, or any abbreviation of the name of the United Nations or UNRWA in connection with its business or otherwise without the written permission of UNRWA.
12. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:
- 12.1 The recipient ("Recipient") of such Information shall:
- 12.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and,*
- 12.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.
- 12.2 The Contractor may disclose Information to the extent required by law, *provided that,* subject to and without any waiver of the privileges and immunities of UNRWA, the Contractor will give UNRWA

sufficient prior notice of a request for the disclosure of Information in order to allow UNRWA to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

- 12.3 UNRWA may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.
- 12.4 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 12.5 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

### 13. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

- 13.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- 13.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNRWA shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 14, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNRWA shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations,

wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

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

### 14. TERMINATION:

- 14.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 17 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.
- 14.2 UNRWA may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNRWA applicable to the performance of the Contract or the funding of UNRWA applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon thirty (30) day's advance written notice to the Contractor, UNRWA may terminate the Contract without having to provide any justification therefore.
- 14.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNRWA, the Contractor shall, except as may be directed by UNRWA in the notice of termination or otherwise in writing:
- 14.3.1 Take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;
- 14.3.2 Refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
- 14.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNRWA and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

- 14.3.4 Terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;
- 14.3.5 transfer title and deliver to UNRWA the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;
- 14.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNRWA thereunder;
- 14.3.7 complete performance of the work not terminated; *and*,
- 14.3.8 take any other action that may be necessary, or that UNRWA may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNRWA has or may be reasonably expected to acquire an interest.
- 14.4 In the event of any termination of the Contract, UNRWA shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNRWA shall not be liable to pay the Contractor except for, but without prejudice to UNRWA's rights under Article 15.1, those goods delivered and services provided to UNRWA in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNRWA or prior to the Contractor's tendering of notice of termination to UNRWA.
- 14.5 UNRWA may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
- 14.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
- 14.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
- 14.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
- 14.5.4 a Receiver is appointed on account of the insolvency of the Contractor;
- 14.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,
- 14.5.6 UNRWA reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.
- 14.6 Except as prohibited by law, the Contractor shall be bound to compensate UNRWA for all damages and costs, including, but not limited to, all costs incurred by UNRWA in any legal or non-legal proceedings, as a result of any of the events specified in Article 14.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNRWA of the occurrence of any of the events specified in Article 14.5, above, and shall provide UNRWA with any information pertinent thereto.
- 14.7 The provisions of this Article 14 are without prejudice to any other rights or remedies of UNRWA under the Contract or otherwise.
- 15. REMEDIES OF UNRWA;NON-WAIVER OF RIGHTS:**
- 15.1 In case the Contractor fails to comply with any term of the Contract, the Contractor shall be liable for all damages sustained by UNRWA, and UNRWA may, after giving the Contractor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:
- 15.1.1 procure all or part of the service or related goods from other sources;
- 15.1.2 refuse to accept delivery of all or part of the services of related goods; or
- 15.1.3 terminate the Contract in accordance with Article 14.1,
- and the Contractor shall be liable by reason of default for any loss or damage sustained and additional costs incurred by UNRWA, including without limitation any increase in the price payable by UNRWA resulting from the procurement of the services or related goods from other sources. UNRWA may, without notice to the Contractor, apply to the payment of any such loss, damage or additional costs, by setoff or otherwise, all credits, claims or other amounts, whether or not related to the Contract, at any time owing by UNRWA to the Contractor.
- 15.2 If the contractor fails to complete the services within the time for delivery specified in the contract, UNRWA may, in its sole discretion and without prejudice to its other remedies under the contract, deduct from the contract price the amount set forth in the contract for each calendar day of delay until actual delivery which amount shall in no event be less than one percent of the (delivered price of the delayed services), up to a maximum deduction of ten percent of the contract price
- 15.3 The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall

not relieve the Parties of any of their obligations under the Contract. All remedies afforded in the Contract shall be taken and construed as cumulative, i.e., in addition to every other remedy provided under the Contract and by law.

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

17. **SETTLEMENT OF DISPUTES:**

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

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

otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

19. **TAX EXEMPTION:**

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

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

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

21. **MODIFICATIONS:**

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

amendment to the Contract signed by the Contractor and the Chief, Procurement and Logistics Division, or the Field Office Director (for local contracts), or such other contracting authority.

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

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

## 22. AUDITS AND INVESTIGATIONS:

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

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

## 23. LIMITATION ON ACTIONS:

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

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

## 24. ADDITIONAL WARRANTIES:

24.1 The Contractor represents and warrants that:

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

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

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

24.1.4 it shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or

other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person. UNRWA shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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.

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

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

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

26. **NOTICE AND OTHER FORMALITIES:**

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

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

27. **SEVERABILITY:** If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant or condition to persons or

**Annex E**

**ACKNOWLEDGEMENT**

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

**SUBJECT: ITB No. R22S/I/56/2017/1 for the of Provision of Customs Clearance and Transportation Services for Airfreight Shipments**

**Dear Sir,**

We the undersigned acknowledge receipt of your Request for Proposal No. **R22S/I/56/2017/1** of **Thursday, 09 November 2017** and hereby confirm that:

- We intend  
 We do not intend

to submit a bid to UNRWA by the deadline date of **Wednesday, 29 November 2017 before 1200 hours Gaza time.**

Very Truly Yours,

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

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

Company Name & Address: \_\_\_\_\_

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

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

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

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

Kindly return this acknowledgement immediately via facsimile no. **+972 82887339**  
**Or via FPO email: [FPO@UNRWA.ORG](mailto:FPO@UNRWA.ORG)**