INSTRUCTIONS FOR INVITATION TO BID

The UNITED NATIONS RELIEF AND WORKS AGENCY FOR PALESTINE REFUGEES IN THE NEAR EAST (UNRWA) will receive and consider Bids in response to official Invitations to Bid subject to the conditions detailed hereunder.

1. SUBMISSION OF BIDS

Bid Form
Bids 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 ITB No. BC/48/01/16*

By Email:
UNRWA HQ (Amman)
Attn: Chairperson, Tender Opening Committee
Email: TOC@unrwa.org
*Subject line of email must state: CONFIDENTIAL ITB No. BC/48/01/16*

Offers sent via email as attachments should not exceed 4 MB; otherwise the vendor must split his offer into more than one e-mail.

Timing and Delivery of Bids

Bids must be received before the indicated time and date of Tender Closure (see cover letter) as set forth above.

Bids submitted by mail, courier or hand must be in a sealed envelope/package.

Bidders are solely responsible for ensuring that the full Bid is received by UNRWA in accordance with Tender requirements, prior to the specified date and time specified in the Tender.

Bidders understand and agree that UNRWA will consider only those portions of the Bid received prior to the closing time specified and page or pages received after that time will not be considered.

Bidders understand and agree that the submission of Bid by fax or email and the safe receipt of the Bid at the specified fax number or email address is at the Bidder's own risk. Any page(s) received which are illegible will not be considered.

2. SUBMISSION OF SAMPLES

If you are requested in the covering letter of the ITB to submit samples of the items offered, please note that failure to do so may render your bid invalid. Please also note that Tender submissions may be forwarded separately from the "sample" to the official mailing address indicated in the covering letter. However, sample(s) and bids should reach the Chairperson Tender Opening Committee prior to the Tender closure date; otherwise, the bid will not be considered. Samples submitted should each be clearly marked with the same item number which is used on the Bid Form. Sample packaging must be clearly marked “SAMPLES” with the ITB number and the Bidder's name etc.

3. COMPLETION OF BID FORM

Prices quoted

Offers of discount other than for prompt payment will be a consideration in award of contracts. Tenders must state if prices quoted include duty or are free of duty. Freight quoted must be via a mode consistent with the temperature requirements of the product.

Currency

The currency of the quotation should preferably be in US dollars. However, if other currencies are used, they should be clearly indicated eg Swedish Kroner, Euro, etc.

Packing

Packing shall be of International Standard, strong quality, and suitable for shipment to tropical areas. Bids must stipulate the type of packing proposed. (See the General Conditions of Contract.) Package markings shall be as desired by UNRWA.

Origin, Quantities, Quotations

The country of origin of the items bid form must be clearly stated. As far as possible, Bids should be for the full UNRWA quantity requirement. Quotations for only some of the items shown on the Bid Form, however, may be submitted. The Bid Form must be completed in all other respects. When bids for particular items are not submitted, this should be clearly indicated on the Bid Form; i.e. a line
should be drawn through those items on the Bid Form. Explanations, which may be deemed necessary, should be clearly set out, and will be considered as an integral part of the Bid.

Presentation

Quotations should be typewritten; if handwritten they should be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations must be initialed by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules which are unnecessary for your offer. A completed duplicate of the Bid Form should be retained by the Bidder for records purposes. All documentation must be written in English. All Bids must be signed by a duly authorized representative of the Bidder.

Deliveries

UNRWA has established a coding system for deliveries under the column D/C on the Tender Form as follows:

Codes 2, 6 & 7 – Gaza (2,7) & West Bank (6)
Port of Destination - Sea freight, CFR Free out Terms to Ashdod Port, Israel; or if specifically required in the ITB as Air freight (CPT) to Ben Gurion Airport, Tel Aviv, Israel.

Code 3 – Lebanon
Port of Destination - Sea freight, CFR Free out Terms to Beirut Port, Lebanon; or if specifically required in the ITB as Air freight (CPT) to Beirut International Airport, Lebanon.

Code 4 – Syria
Port of Destination - Sea freight, CFR Free out Terms to Lattakia Port, Syria; or if specifically required in the ITB as Air freight (CPT) to Damascus International Airport, Syria.

Code 5 & 0 – Jordan
Port of Destination - Sea freight, CFR Free out Terms to Aqaba Port, Jordan; or if specifically required in the ITB as Airfreight (CPT) to Amman International Airport, Jordan.

NB: Please be advised that only local suppliers are allowed the option of quoting DAP (2010 Incoterms) to UNRWA Warehouse(s); i.e. Local Suppliers who are quoting for supplies already imported and/or produced locally and available Off-Shelf or Ex-Stock. If local suppliers intend to ship the quoted supplies from abroad, i.e. import the supplies for UNRWA, a CFR to port(s) quotation should be used.

Split Awards

UNRWA reserves the right to split awards.

4. VALIDITY PERIOD

Bids shall be valid for at least the minimum number of days specified in the Invitation to Bid from the date of Bid closure. In the event that a supplier is in a position to extend the validity of his offer for a limited period beyond the required minimum, this should be stated on the Bid Form in the space provided for this information. UNRWA reserves the right to determine, at its sole discretion, the validity period in respect of Bids which do not specify any such maximum or minimum limitation.

5. ACCEPTANCE

UNRWA reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is: (a) not clear; (b) incomplete in any material detail such as specification, terms, delivery, quantity, etc.; or (c) not presented on the Bid Form - and to accept or reject any amendments, withdrawals and/or supplementary information submitted after the time and date of Tender Closure.

6. AWARD OF CONTRACTS

This ITB does not commit UNRWA to award a contract or to pay any costs incurred in the preparation or submission of bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid 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 Bids as soon as possible after the Bids are opened. UNRWA reserves the right to cancel any Invitation to Bid, to reject any or all Bids in whole or in part, and to award any contract without disclosing the reason or reasons.

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 and covering purchase order may be excluded from future Tenders.
7. PAYMENT

Unless otherwise stated, payment will be made within 45 days from receipt of original Invoice, shipping documents and Certificates. However, UNRWA may withhold payment in cases where the goods received at the port(s) of arrival or UNRWA warehouse(s) are not in conformity with UNRWA’s specifications due to the supplier’s default. UNRWA may also withhold payment in cases where the Inspection Certificate of Final Conformity is not finalized within the 45 days as referred to above, and/or the goods are received after the 45 days from the date of receipt of documents as referred to above. In such cases of delay UNRWA will release payment immediately after receipt of a notification from its contracted Inspection Company stating that the goods received are in conformity with UNRWA’s specifications.

8. CONFIDENTIALITY

This ITB or any part hereof, and all copies hereof must be returned to UNRWA upon request. It is understood that this ITB 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 ITB, Bidders will be bound by the contents of this paragraph whether or not their company submits a bid or responds in any other way to this ITB.

9. COLLABORATION AND ANTI-COMPETITIVE CONDUCT

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

- The preparation or submission of bids,
- The clarification of bids, and
- The conduct and content of negotiations, including final contract negotiations,

In respect of this ITB or procurement process, or any other procurement process being conducted by UNRWA in respect of any of its requirements.

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

In addition to any other remedies available to it, UNRWA may, at its sole discretion, immediately reject any bid submitted by a Bidder that, in UNRWA’s sole opinion, has engaged in any collusion 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 bids, whether in respect of this ITB or procurement process, or any other procurement process being conducted by UNRWA in respect of any of its requirements.

10. IMPROPER ASSISTANCE

Bids that, in the sole opinion of UNRWA, have been compiled:

- with the assistance of current or former employees of UNRWA, or current or former contractors of UNRWA in violation of confidentiality obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,
- With the utilization of confidential and/or internal UNRWA information not made available to the public or to the other Bidders,
- in breach of an obligation of confidentiality to UNRWA, or
- Contrary to these terms and conditions for submission of a bid,

Shall be excluded from further consideration.

Without limiting the operation of the above clause, a Bidder must not, in the absence of prior written approval from UNRWA, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person:

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

11. CORRUPT PRACTICES

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

12. 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.

13. WITHDRAWAL/MODIFICATION OF BIDS

Requests to withdraw a bid shall not be honoured. If the selected Vendor withdraws its bid, UNRWA shall duly register said bid and shall evaluate it alongside all other received bids. If the selected Vendor has furnished a bid security, UNRWA shall withhold such bid security until the issue has been resolved. Withdrawal of a bid may result in your suspension or removal from the UNRWA vendor list.

A Bidder may modify its bid prior to the tender closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original bid number. No modification shall be allowed after tender closure.

14. LATE BIDS

All bids received after the tender closure will be rejected except if the delay is determined by UNRWA to have been due to a valid ground. However, any bid received after the start of the bid opening shall be rejected without exception.

15. GLOBAL COMPACT/UN SUPPLIER CODE OF CONDUCT

UNRWA encourages all vendors to UNRWA to participate in the Global Compact and to adhere to the United Nations Supplier Code of Conduct.

16. GENERAL CONDITIONS OF CONTRACT

All Bidders must acknowledge that the UNRWA General Conditions of Contract (Annex E) are acceptable.

17. QUERIES ABOUT THIS ITB

For queries on this ITB, please contact the Transactional Procurement Section of the Procurement and Logistics Division, UNRWA Headquarters Amman in writing at Facsimile No. +962 6 586 4127 or via email at cpld@unrwa.org. On the subject line, please indicate the ITB number. Bids must **NOT** be sent to above facsimile number and email.
1. In compliance with the ITB Instructions, General Conditions of Contract and special conditions of contract, we, the undersigned, offer to furnish some or all of the items quoted for, at the prices entered in the attached schedule, delivered to the destination specified therein.

2. We accept the terms and conditions set forth in the Instructions for Invitation to Bid (Annex C) and the following requirements have been noted and will be complied with where applicable:

   a. To provide Free On Board (FOB) quotations per each line item to nearest export Port and to specify clearly in the reply which export Port used.

   b. That the freight cost (Free Out Terms, CFR) should be shown separately in the designated 'Freight Section' on the Bid Form.

   c. That UNRWA may, at its option, place contracts on one of FOB, CFR, CPT, or DAP delivery terms.

   d. That the currency of the quotation should preferably be in US Dollars. (See ITB Instructions, Section 3, Currency.)

   e. We confirm that for any offer made where the delivery point is not as requested in the invitation to Bid, that UNRWA reserves the right to disregard the offer.

   f. That conditional offers cannot be accepted.

   g. That standard packing against each item should be indicated. (See ITB Instructions, Section 3, Packing.)

   h. Show any discount being offered to UNRWA. (See ITB Instructions, Section 3, Prices Quoted.)

   k. Insurance will be covered by UNRWA, unless otherwise specified.

   l. UNRWA reserves the right, at its own discretion:

      (i) To award contract for a lesser or greater quantity than the total quantity Bid for.

      (ii) To reject any or all bids and/or place the order with a supplier other than the lowest Bidder. (See ITB Instructions, Section 6.)

   m. Successful Bidders who are awarded contracts will be notified by the receipt of the original purchase order and acknowledgment copy. In case of urgency, successful Bidder(s) may also be notified by fax.

   n. Any samples requested, either with the Bid, or at a later date, will be in accordance with the specifications of the required item(s). Failure to comply with this may result in the Bid not being considered.

   o. We confirm that the validity of this offer is for _____________ calendar days from the date of Tender closure.

   p. We agree to the terms and conditions set forth in the UNRWA General Conditions of Contract (Annex E).

   We agree with the above terms and conditions

Submitted by:

__________________________
Company Name

__________________________
Place

__________________________
Signature

__________________________
Print Name

__________________________
Title/Position

__________________________
Date
(A duly authorized company representative)

Please Note: All Incoterms used are Incoterms 2010