Date: 29 March 2020

To: All Bidders

From: Chief, Central Support Services Division

Subject: Invitation to Bid No. CSSD/PS/00/26/20 - for the Supply of Solid State Drive (SSD)

You are invited to bid for the supply of **Solid State Drive (SSD) 3.84TB**

1. The invitation to Bid includes the following documents:
   - Annex A: Technical Specifications of the SSDs and the Bid Form
   - Annex B: ITB Instructions (including Annexes B and B-1)
   - Annex C: Acknowledgment
   - Annex D: General Conditions
   - Annex E: Instructions on UNGM Registration and Bid Submission through In-Tend
   - Annex F: Vendor Profile Form

2. The Bid Form (Annex A) to be filled, and to be sent to UNRWA in accordance with Section 1 of the ITB Instructions (Annex B) together with the tender and contract award acknowledgement certificate (Annex B-1) duly signed and stamped by your company **before the closure date of Bid 02nd April, 2020 at 12:00 PM (Amman Time).**

3. All Bids are to be submitted through In-Tend via UNGM (Return tab).

   Please note bids received outside the In-Tend E-Tendering Portal (return tab), may be rejected and not considered for evaluation.

4. The Acknowledgment Letter (Annex C) is to be filled in and sent back to UNRWA immediately upon receipt through In-Tend via UNGM using the “Correspondence” function or through e-mail cssd@unrwa.org. The letter should advise whether your company intends to submit a Bid and if not, indicate the reason.

5. If you are not registered on UNGM yet, you are kindly requested to register your company in the UNGM via the following Link: [https://www.ungm.org/Vendor/Registration](https://www.ungm.org/Vendor/Registration) (Annex E).

6. Vendors need to submit the following documents in their bids:
   - 6.1 A Vendor Profile form duly filled with all information (Annex F).
   - 6.2 UNRWA General Conditions of Contract for Procurement of Goods to be initialled and stamped by your esteemed company (Annex D).
   - 6.3 Valid trade license from country of business registration.
   - 6.4 Vendor must have local Amman/Jordan company based representation and support.
   - 6.5 Acceptance to deliver the required items to DAP UNRWA HQ Amman (Incoterms 2020)
   - 6.6 Acceptance to deliver the required items before 14 May 2020.
   - 6.7 Acceptance to provide a guarantee period for the SSD for a minimum of one year.

7. **Evaluation Criteria:** contracts will be awarded on the basis of the lowest priced, substantially compliant offer.
8. Required minimum validity of offer: 120 days.

9. UNRWA measures supplier performance based on meeting Delivery In Full, On Time and Within Specifications. Failure to meet these supplier performance measures may result in the supplier being disapproved.

10. QUERIES ABOUT THIS ITB:
For ALL Queries on this ITB, please contact the Procurement Section of the Central Support Services Division, UNRWA Headquarters Amman in writing through InTend via UNGM using the “Correspondence” function. Please indicate the ITB reference number in the subject line.

Deadline to receive your queries is on 31 March, 2020.

Deadline for our replies is on 01st April, 2020 the reply will be through the In-Tend via UNGM using the “Clarification” function or by e-mail to cssd@unrwa.org.

11. Bidders must visit the links below in UNRWA’s website in relation to the below issues for compliance:

UNRWA Procurement Policy:
https://www.unrwa.org/procurement/policy

UN Supplier Code of Conduct:
https://www.unrwa.org/procurement/suppliers

Message on UNRWA’s right to publish awarded contract details online:
https://www.unrwa.org/procurement/tenders

We look forward to receiving your bid.

Yann Kervinio
Chief, Central Support Services Division
UNRWA, HQ (Amman)
## ITB#: CSSD/PS/OO/26/20 - Solid State Drive (SSD’s)

<table>
<thead>
<tr>
<th>Line</th>
<th>Short Text</th>
<th>Technical Specifications</th>
<th>U/M</th>
<th>QTY</th>
<th>Rate USD per Unit</th>
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<tr>
<td>1</td>
<td>Solid State Drive (SSD’s)</td>
<td>- Solid State Drive 3.84 TB SSD SAS interface Read Intensive (RI)</td>
<td>PC</td>
<td>34</td>
<td>DAP-Incoterms 2020</td>
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<td>- Enclosures for SSD 2.5” for Dell PE R740</td>
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<td>- Minimum one year warranty.</td>
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<td>- Catalogue with full specifications are requested.</td>
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</table>

Manufacturer Name: 
Country of Origin: 
Brand Name: 

** All prices should be excluded from Sales Tax & Customs  
** Schedule Date: The delivery date is required on: 14 May, 2020 the bidder must confirm if this date is achievable or to propose the nearest possible delivery time that they can achieve after the date of receiving the purchase order.

Deliveries:
The delivery is requested to the following destination:

DAP-Incoterms 2020 UNRWA’s Head Quarters, Amman

Vendor Authorized Signature & Stamp: ____________________________
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

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

Through In-Tend via UNGM
Attn: Chairperson, Tender Opening Committee

CONFIDENTIAL ITB# CSSD/PS/OO/26/20

Closing Date and Time: 02nd April, 2020 at 12:00 PM (Amman Local Time).

Note For queries, please see Section 17 below.

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.

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 via UNGM and the safe receipt of the Bid at the specified destination 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 for 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 initialled 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 usual destinations for deliveries are as follows:

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

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

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

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

**NB:** For this requirement, the delivery incoterm is DAP UNRWA Headquarters in Amman (Incoterms 2020).

The delivery date is maximum 14 May 2020. Deliveries beyond this date may not be acceptable.

**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 unacceptabl (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.

09. COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT

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

- The preparation or submission of 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 collusive bidding, other anti-competitive conduct, or any other similar conduct with any other Bidder, person or entity in relation to the preparation or lodgement of 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 are acceptable.

17. QUERIES ABOUT THIS ITB

For queries on this ITB, please contact the Procurement Section of the Central Support Services Division, UNRWA Headquarters Amman in writing through In-tend via UNGM using the “Correspondence” function. On the subject line, please indicate the ITB number.
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 for this tender place the contract on only 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.

   I. 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

   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
ACKNOWLEDGEMENT

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

SUBJECT: ITB # Invitation to Bid No. CSSD/PS/OO/26/20 - for the Supply of Solid State Drive (SSD).

Dear Sir,

We the undersigned acknowledge receipt of your ITB# CSSD/PS/OO/26/20 and hereby confirm that:

( ) We intend
( ) We do not intend

to submit a bid to UNRWA by the deadline date of 02nd April, 2020 before 12:00 noon Amman, Jordan time.

Very Truly Yours,

Name & Title of Authorized Representative: ________________________________

Signature: ___________________________________________________________________

Company Name & Address: ________________________________

Telephone No.: __________________________________________________________

Facsimile No.: __________________________________________________________

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

( ) We do not have the capacity to submit a bid at this time.

( ) We cannot meet the technical requirements for this ITB.

( ) We do not think we can make a competitive offer at this time.

( ) Others: Please specify ________________________________

Kindly return this acknowledgement immediately through In-tend via UNGM using the “Correspondence” function or through e-mail cssd@unrwa.org.
GENERAL CONDITIONS OF CONTRACT
FOR THE PROVISION OF GOODS 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 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. ASSIGNMENT; SUBCONTRACTING:

4.1 Except as provided in Article 4.2, 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.

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

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

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

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

4.2.4 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.

5. PURCHASE OF GOODS: To the extent that the Contract involves any purchase of goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to any purchases of goods under the Contract:

5.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the goods, and UNRWA shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. The Contractor shall provide to UNRWA such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any “INCOTERM” or similar trade term), the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to UNRWA in accordance with the terms of the Contract. Delivery of the goods shall not be deemed in itself as constituting acceptance of the goods by UNRWA.

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

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

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

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

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

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

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

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

5.5.5 The goods are new and unused;

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

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

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

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

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

5.7.1 provide a full refund upon return of the goods, or
5.7.2 repair the goods in a manner that would enable the goods to conform to the specifications or other requirements of the Contract; or,
5.7.3 replace the goods with goods of equal or better quality; and,
5.7.4 pay all costs relating to the repair or return of the defective goods as well as the costs relating to the storage of any such defective goods and for the delivery of any replacement goods to UNRWA.

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

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

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 The Contractor shall be responsible to fund all amounts of fulfilling the Contractor's requirements for maintaining insurance 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 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.

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 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
14. **TERMINATION:**

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

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

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

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

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

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

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

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

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

14.3.7 complete performance of the work not terminated; and,

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

14.4 In the event of any termination of the Contract, UNRWA shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNRWA shall not be liable to pay the Contractor except for, but without prejudice to UNRWA’s rights under Article 15, 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;
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 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 or 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 goods from other sources, the costs of engaging in such procurement and reasonable expenses incurred for preserving and storing any rejected goods for the Contractor’s account. 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 supply the goods 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 goods, 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 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
23. LIMITATION ON ACTIONS:

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

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

24. ADDITIONAL WARRANTIES:

24.1 The Contractor represents and warrants that:

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

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

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

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

24.1.5 neither it, its parent entities (if any), nor any of the Contractor’s subsidiary, affiliated entities (if any) or suppliers is engaged in any transactions with, and/or the provision of resources and support to, individuals and organizations associated with, receiving any type of training for, or engaged in, any act or offense described in Article 2, Sections 1, 3, 4 or 5 of the International Convention for the Suppression of the Financing of Terrorism, adopted by the General Assembly of the
24.2 The Contractor acknowledges and agrees that the provisions of Article 24.1 constitute an essential term of the Contract and that breach of any such representation and warranty shall entitle UNRWA to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

26. **NOTICE AND OTHER FORMALITIES:**

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

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

27. **SEVERABILITY:** If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Contract shall remain valid and be enforced to the fullest extent possible.
UNGM guide
Instructions on how to register with UNRWA and access UNRWA tenders
www.ungm.org
UNRWA’s e-tendering system, In-tend is integrated with the United Nations Global Marketplace portal (www.ungm.org). Please find instructions on how to register your company and how to access the tender documentation. For further assistance, please contact UNGM at registry@ungm.org or use the Help Button on the UNGM site.

**STEP 1: CREATION OF YOUR UNGM ACCOUNT**

To access the tender documents, you need to be completed the registration process at Basic level and have a ‘Registered’ status with UNRWA on UNGM. Go to www.ungm.org and click on the ‘Register’ box.

Read the explanation about UNGM vendor registration process and click on the button ‘Continue to registration’.

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For more information on the UNGM vendor registration process, please click here.

If you need any assistance or require more information, please do not hesitate to use the Help button in the right-hand corner of the page.

Registering with the relevant UN organizations

During the online registration process, vendors are automatically matched with the UN organizations which buy the products and services the vendor offers. You are able to deselect any of these UN organizations, should you wish to do so. If your company is unable to register with a particular UN organization, it is because that organization does not buy the goods or services you provide.

After completion of your registration

Once the required information has been provided, you will be able to submit your registration for review. Some UN organizations automatically accept submissions, while others review and evaluate each submission based on specific criteria. This process can take up to 10 working days. Once a vendor has been accepted by at least one (1) UN organization, the vendor’s profile is visible to all UN staff.

Help?

Please click the Help button. From here you are able to get in touch with our HelpDesk who will assist you with your query. We try to answer all queries within 48 hours. For the most efficient service, please ensure that you are logged in. Provide a detailed comment and screenshot where possible.
Accept the **UN Supplier Code of Conduct** by ticking the corresponding box, introduce your company details and click on the ‘Continue to registration’ button.

Complete your login details and click on the ‘Create login’ button.
Once you have created your UNGM account, please do not forget to **activate it**. Go to your personal email inbox, where you should have received an email from UNGM containing an activation link. Please activate your UNGM account by clicking on the activation link.

If you have not received the activation email, please check your Spam filter/inbox. Note that you can resend the activation email to yourself from your UNGM inbox.

Review the **'Registration Process' link** in the left hand side menu for further information and detailed instructions on how to proceed in order to complete your UNGM registration.

In addition, please find below the link to the **video guideline** on how to successfully register your company on UNGM: https://www.ungm.org/Public/Video/View/3

**IMPORTANT:** We kindly remind you that the ‘Registration for UN staff’ process is meant for UN personnel only and does not apply to vendors.
STEP 3: LOG INTO YOUR UNGM ACCOUNT

In order to **log into your UNGM account**, please click on the ‘Log in’ link at the top right-hand corner of the page. You will need to use your **username** which is the email address you registered with and your **password**.

If you do not remember your password, please use the ‘**forgotten password**’ functionality.

STEP 4: COMPLETE YOUR VENDOR REGISTRATION FORM IN UNGM

From the ‘**Registration**’ link in the **left-hand menu**, you can complete your registration form. It only takes about 5-8 minutes to complete your Basic registration.

Please note that some tabs appear in red and others in green. The red tabs mean that you are missing information. The asterisk (*) indicates information that is required and you will not be able to submit the registration without this information.
Please do not forget to submit your completed registration to the UN organizations matching your company’s profile. Please verify that UNRWA is part of the list of UN organizations which match your company’s profile in the ‘UN organizations’ tab.

STEP 5: CHECK YOUR STATUSES AND UNGM NUMBER IN THE DASHBOARD

If you have completed your basic level registration in the past, please ensure that your basic registration with UNRWA is complete. You can either check this information from your Dashboard (for instance your registration status is Registration/Vendor to Update) or directly in your registration. If not, please update/modify the information requested by the UNGM system before proceeding.
STEP 1: SEARCH FOR TENDER NOTICES ISSUED BY UNRWA

From the UNGM homepage, click on the ‘Business Opportunities’ box or click on the ‘Tender notices’ link in the left-hand menu. Click on the ‘show more criteria’ button on the upper right side.

In the ‘UN organizations’ field, please type UNRWA. The system will automatically show all the active tender notices issued by UNRWA.
On the side of each tender notice, you will find a green button with either ‘Express interest’ (if this is the first time you view the notice) or ‘View documents’.

In case of first access, click on ‘Express interest’ to notify UNRWA that you are interested in participating in this tender. After a few seconds, the button will change in a green button ‘View documents’. Click on this ‘View Documents’ button (on the left side) to gain access to the tender documents.

### STEP 2: TENDER MANAGEMENT

You will be transferred from the UNGM portal to the **UNRWA e-tendering system**. The following ‘Tender Management’ screen should appear.

**IMPORTANT:** If it does not show the Tenders screen, please inform immediately UNRWA at **INTEND.ADMIN@UNRWA.ORG**.
You are now in the UNRWA e-tendering system. Under this area you will find several menu tabs:

- Tender: General information about this tender
- RFP documents: IMPORTANT, here is the deadline plus all the documents of the tender process (RFP or ITB). In the same area, you have the placeholders for uploading your proposal and all your documents.
- Correspondence: an area where you can write email and receive answers from UNRWA.
- Clarifications: an area for reading the clarifications issued by UNRWA and made available to all bidders. Please ensure to read all the clarifications as they become part of the specifications.
- History: a log of past activities related to this tender

From this point onward, we think that the system is more intuitive and you will be able to navigate without major difficulties. But if you have questions, please contact us using the CORRESPONDENCE function of the e-tendering system or via email at INTEND.ADMIN@UNRWA.ORG.

STEP 3: ACCESS THE TENDER AT A LATER STAGE

There is a short-cut to the tender notices. After the login in UNGM, you can select the Menu option ‘My tenders/contracts’ in the left-hand menu.

You can also click on the ‘View document’ button next to the notices or click on the UNRWA link under ‘My tenders/contracts’ in order to access the UNRWA e-tendering system and see the details of the tender notice and its documents.
STEP 4: DOWNLOAD THE TENDER DOCUMENTS

In the ‘Tender Management’ page, please select the ‘RFP documents’ menu tab, scroll down until the section ‘Tender documents received’ and download all documents.

STEP 5: ATTACH AND SUBMIT DOCUMENTS
If any mandatory documents have been requested, they will be shown in the ‘My tender return’ section against a red button. You will need to attach them using the ‘Attach Documents’ button within the ‘My Tender Return’ section to the bottom of this screen.

If a Questionnaire is required to be completed, it will be shown in Red and marked ‘Not Started’ in the ‘My Tender Return’ section. It is mandatory that any Questionnaire's must be completed.

To attach additional documents you wish to submit as part of your tender return, click the ‘Attach Documents’ button under the ‘My Tender Return’ section (if available). These will then appear in the ‘My Tender Return’ section.

NOTE : Large files may take some time to upload. We advise you to keep the files under 5MB.

**ADDITIONAL TOOLS**

**TENDER ALERT SERVICE**

The **Tender Alert Service** is an added service for vendors who would like to be notified of relevant tender notices via email. With the Tender Alert Service, you can receive notification of relevant business opportunities that match your company's products and/or services directly to your email address.

This service is provided at a fee of USD250 per year. You can also access tenders free of charge under Tender Notices.
If you need **Help** at any stage of the process, you can contact via the ‘Help’ functionality on the UNGM website. We aim to respond to all queries within 48 hours. Please note that you can categorize your query, which enable us to treat it more efficiently.

If you urgently need assistance, you are also welcome to contact us at registry@ungm.org for urgent assistance.
عمليّة التسجيل في السوق العالمية للأمم المتحدة

تم دمج نظام العطاءات الإلكتروني للانروا مع بوابة السوق العالمية للأمم المتحدة (www.ungm.org). يرجى الاطلاع على التعليمات حول كيفية تسجيل شركاتكم وكيفية الوصول إلى وثائق العطاء. للمزيد من المساعدة، يرجى الاتصال بالسوق العالمية للأمم المتحدة على العنوان: registry@ungm.org أو استخدام زر المساعدة على موقع السوق العالمية للأمم المتحدة.

الخطوة الأولى: إنشاء حسابك على السوق العالمية للأمم المتحدة

كي تقوم بالدخول إلى وثائق العطاء، يجب أن تكون قد أنهيت عملية التسجيل على المستوى الأساسي وتصبح ‘Registered’ مع الانروا على السوق العالمية للأمم المتحدة.

اذهب إلى www.ungm.org وانقر على خانة ‘Register’.

اقرأ الإيضاحات بشأن عملية تسجيل تجار السوق العالمية للأمم المتحدة وانقر على الزر ‘Continue to registration’.
For more information on the UNGM vendor registration process, please [click here](#).

It should take approximately 5 to 10 minutes to complete the Basic level of registration.

If you need any assistance or require more information, please do not hesitate to use the Help? button in the right-hand corner of the page.

Registering with the relevant UN organizations

During the online registration process, vendors are automatically matched with the UN organizations which buy the products and services the vendor offers. You are able to deselect any of these UN organizations, should you wish to do so. If your company is unable to register with a particular UN organization, it is because that organization does not buy the goods or services you provide.

After completion of your registration

Once the required information has been provided, you will be able to submit your registration for review. Some UN organizations automatically accept submissions, while others review and evaluate each submission based on specific criteria. This process can take up to 10 working days. Once a vendor has been accepted by at least one (1) UN organization, the vendor’s profile is visible to all UN staff.

Help?

Please click the Help? button. From here you are able to get in touch with our HelpDesk who will assist you with your query. We try to answer all queries within 48 hours. For the most efficient service, please ensure that you are logged in. Provide a detailed comment and screenshot where possible.

[Continue to registration](#)

[Registration for UN staff](#) to start registration.
Here you are able to create your company's UNGM account, as well as your username and password. Please ensure that your email address is correct. An email containing an activation link will be sent to this address. To activate the account, you need to click on the link or copy it into your browser. After activation, you will be able to complete the registration process. Please note that you will at a later stage be able to invite or add other contacts to your company account.

Please note that if you do not receive the email or misplace it, you can always resend it to yourself. A copy of the email will be available in the UNGM inbox of your account. You can access it by clicking on the Email icon in the top banner of your screen. You can login with your email address and the password you have chosen. If you cannot remember your password, please click on the Forgotten Password button when logging in.

If you need assistance, please use the Help button.

Login details

* required field

**Same details as entered before**

First name *

Surname *

Email address *

Password *

Repeat password *

Create login

‘Create login’

اكمِل تفاصيل تسجيل الدخول الخاص بك ومن ثم انقر على الزر
الخطوة الثانية: تفعيل حسابك على السوق العالمية للأمم المتحدة

بمجرد أن تنتهي من إنشاء حسابك على السوق العالمية للأمم المتحدة، لا تنس من فضلك أن تقوم بتفعيله.

اذهب إلى صندوق الوارد في بريدك الإلكتروني الشخصي حيث تكون قد تلقيت رسالة بريد الكتروني من السوق العالمية للأمم المتحدة تحوي على رابط التفعيل. يرجى تفعيل حسابك على السوق العالمية للأمم المتحدة بواسطة النقر على رابط التفعيل.

تهانينا لقد تم تفعيل حسابك الآن.

إذا لم تكن قد استلمت رسالة بريد الكتروني بشأن التفعيل، يرجى التأكد من فلتر البريد التطفلي/صندوق الوارد. يرجى ملاحظة أن بإمكانك إعادة إرسال رسالة البريد الإلكتروني بشأن التفعيل إلى نفسك من صندوق الوارد للسوق العالمية للأمم المتحدة الخاص بك.
قم بمراجعة رابط 'Registration Process' على القائمة الجانبية من الناحية اليسرى للحصول على مزيد من المعلومات وتعليمات مفصلة حول كيفية البدء من أجل استكمال تسجيلك على السوق العالمية للامم المتحدة.

بالإضافة إلى ذلك، تجدون أدناه رابط الفيديو الإرشادي حول كيفية تسجيل شركتكم بنجاح على السوق العالمية للامم المتحدة: https://www.ungm.org/Public/Video/View/3

هام: ارجو ان نتذكركم ان المقصود بعملية 'Registration for UN staff' هم أفراد الامم المتحدة فقط ولا ينطبق على التجار.
الخطوة الثالثة: تسجيل الدخول الى حسابك على السوق العالمية للامم المتحدة

لتك تقوم بتسجيل حسابك على السوق العالمية للامم المتحدة يرجى النقر على رابط 'Log in' على الزاوية العليا من اليمين من الصفحة. سوف تحتاج إلى استخدام اسم المستخدم الخاص بك وهو عنوان البريد الإلكتروني الذي سجلت بموجبه إضافة إلى كلمة السر(المرور).

إذا نسيت كلمة السر يرجى استخدام خدمة ‘forgotten password’.

الخطوة الرابعة: تعبئة نموذج تسجيل التاجر الخاص بك في السوق العالمية للامم المتحدة

يمكنكم تعبئة نموذج التسجيل الخاص بك من رابط ‘Registration’ على القائمة في الجانب الأيسر. يستغرق إتمام التسجيل الاساسي الخاص بك ما يقارب خمس الى ثمان (5 – 8) دقائق فقط.
يرجى ملاحظة ان بعض علامات التبويب تظهر باللون الأحمر فيما البعض الآخر يظهر باللون الأخضر.
علامات التبويب الحمراء تعني معلومات مفقودة لم يتم تعبئتها. تشير النجمة (*) إلى المعلومات المطلوبة
ولا يمكنك تسليم التسجيل بدون هذه المعلومات.
يرجى عدم نسيان تسليم تسجيلك التالي إلى منظمات الأمم المتحدة المطابقة لبيانات الشركة الخاصة بك.
يرجى التحقق من أن الايروبا هي جزء من قائمة منظمات الأمم المتحدة التي تطابق بيانات شركتك في
علامة تبويب 'UN organizations'.

الخطوة الخامسة: تحقق من أوضاعك ورقم السوق العالمية للأمم المتحدة في لوحة الإعدادات

إذا كنت قد قمت بتسجيل المستوى الأساسي الخاص بك في الماضي، يرجى التأكد من أن التسجيل
الأساسي الخاص بك مع الايروبا كاملاً. يمكنك التأكد من هذه المعلومات إما من خلال لوحة الإعدادات
الخاصة بك (على سبيل المثال حالة التسجيل الخاصة بك هي تسجيل/تاجر للتحديث) أو مباشرة في
التسجيل الخاص بك. وإذا لم يكن ذلك كذلك، يرجى تحديث/تعديل المعلومات المطلوبة من قبل نظام السوق
العالمية للأمم المتحدة قبل البدء.
We are in the process of updating the UNSPSC codes. For more information on the changes and addition, read here - UNSPSC changes.

Your UNGM number is **400000**

There are UN organizations matching your profile to which you have not yet submitted your vendor registration. Visit the Registration page and click on the UN Organizations section to submit your registration now.

---

### Company registration status

The statuses of your company's registration submissions are shown below. For an explanation of what each status means, please click here.

<table>
<thead>
<tr>
<th>UN organizations</th>
<th>Basic registration</th>
<th>Level 1 registration</th>
<th>Level 2 registration</th>
</tr>
</thead>
<tbody>
<tr>
<td>WMO</td>
<td>Registered (05-Mar-2014 09:43)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WIPO</td>
<td>Registered (05-Mar-2014 09:43)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WHO</td>
<td>Registered (05-Mar-2014 09:43)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WFP</td>
<td>Registered (05-Mar-2014 09:43)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>UNRWA</td>
<td>Registered (05-Mar-2014 09:43)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
الخطوة الأولى: ابحث عن إشعارات العطاءات الصادرة من قبل الانروا من الصفحة الرئيسية للسوق العالمية للبلاك المتحدة انقر على خانة ‘Business Opportunities’ او ‘show more’ في القائمة على الجانب الأيسر. انقر على زر ‘Tender notices’ على الجانب العلوي الأيمن. انقر على ‘criteria’ في حقل ‘UN organizations’ (يرجى طباعة الانروا) ). سوف يقوم النظام تلقائيا بإظهار جميع إشعارات العطاءات القائمة فعلا الصادرة عن الانروا.
سوف تجد على جانب كل إشعار عطاء زر أخضر اللون اما "Express interest" (إذا كانت هذه هي المرة الأولى التي تعرض فيها الإشعار) او 'View documents'.

عندما يكون الدخول للمرة الأولى انقر 'Express interest' لتبلغ الانروا انك ترغب بالمشاركة في هذا العطاء. وبعد بضعة ثوان، سوف يتبديل الزر باللون الأخضر الى 'View documents'. انقر على زر 'View Documents' (على الجانب الأيسر) لتتمكن من الدخول الى وثائق العطاء.

الخطوة الثانية: إدارة العطاء

سوف يتم تحويلك من بوابة السوق العالمية للامم المتحدة إلى نظام العطاءات الإلكتروني الخاص بالانروا. 'Tender Management' عندما ينبغي ان تظهر شاشة تالية.

هام: إذا لم تظهر شاشة العطاءات يرجى إبلاغ الانروا فورا على العنوان التالي: cpld@unrwa.org و intend.admin@unrwa.org
أنت الآن على نظام العطاءات الإلكتروني الخاص بالانروا. وفي إطار هذه المساحة، سوف تجد العديد من قائمة علامات التبويب:

العطاء: معلومات عامة عن هذا العطاء
ووثائق طلب تقديم العروض: هام، هنا يوجد الموعد النهائي إضافة إلى وثائق عملية العطاء (طلب تقديم العروض والدعوة إلى العطاء). في نفس المساحة، يوجد لديك وعاء لتحميل عرضك وجميع الوثائق الخاصة بك.

المراسلات: مساحة تستطيع أن تكتب فيها رسالة بريد الكتروني واستلام إجابات من الانروا.
التوضيحات: مكان لقراءة التوضيحات الصادرة عن الانروا والمتعلقة بجميع مقدمي العروض.
التاريخ: سجل للنشاطات السابقة المتعلقة بهذا العطاء.

من هذه النقطة فصاعدًا، نعتقد أن النظام أصبح أكثر سهولة وسيكون بقدرتك التنقل من خلاله بدون صعوبات كبيرة. ولكن إذا كان لديك أسئلة أو استفسارات، يرجى الاتصال بنا باستخدام علامة تبويب المراسلات لنظام العطاءات الإلكتروني أو بواسطة البريد الإلكتروني على العنوان: intend.admin@unrwa.org و cpld@unrwa.org.
الخطوة الثالثة: الدخول إلى العطاء في مرحلة لاحقة

يوجد هناك اختصار (short-cut) لإشعارات العطاءات. بعد تسجيل الدخول في السوق العالمية للامم المتحدة، يمكن اختيار الخيار "My tenders/contracts" من القائمة على الجانب الأيسر.

يمكنك أيضًا النقر على زر 'View document' بجانب الإشعارات أو النقر على رابط الانروا تحت 'My tenders/contracts' من أجل الدخول إلى نظام العطاءات الإلكتروني للانروا لترى تفاصيل إشعار العطاء والوثائق الخاصة به.
الخطوة الرابعة: تحميل وثائق العطاء

يرجى اختيار علامة تبويب قائمة ‘RFP documents’ في صفحة ‘Tender Management’. انتقل للأسفل إلى ان يتم استلام وثائق العطاء قسم ‘Tender documents received’ ومن ثم قم بتحميل جميع الوثائق.
الخطوة الخامسة: إرفاق الوثائق وتقديمها

إذا تم طلب اية وثائق إلزامية فسوف تظهر في قسم ‘My tender return’ على زر احمر.

وإذا طلب تعبئة استبانة فسوف تظهر باللون الاحمر ومحددة بـ ‘Not Started’ في قسم ‘My Tender Return’. ويعد تعبئة أي استبانة أمرًا إلزاميًا.

لإرفاق وثائق اضافية ترغب في تقديمها كجزء من العطاء وتعتقد انها ذات صلة بالعطاء، انقر على زر ‘My Tender Return’ تحت قسم ‘Attach Documents’.

ملاحظة: قد تستغرق الملفات الكبيرة بعض الوقت للتحميل. ننصحك بحفظ الملفات بحجم يقل عن 5 ميغابايت.
سوف لن يسمح زر بتقديم الطلبات حتى تقوم بتحميل جميع الوثائق الإلزامية والإجابة على أي استبانة لربما يكون قد تم إرسالها.

إدوات إضافية

خدمة التنبيه للعطاء

تم تقديم خدمة "Tender Alert Service" بمثابة خدمة إضافية للتجار الذين يرغبون في التسجيل في تلقائياً بإشعارات العطاءات ذات الصلة عبر البريد الإلكتروني. بموجب خدمة التنبيه للعطاءات، يمكنك أن تتلقى إشعارات عن فرص الاعمال التجارية ذات الصلة التي تتطابق خدمات و/أو منتجات شركتك مباشرة على عنوان بريدك الإلكتروني.

يتم توفير هذه الخدمة برسم يقدر بـ 0.52 دولار اميركي سنوياً. كما يمكنك أيضاً الدخول إلى العطاءات مجاناً تحت إشعارات العطاءات "Tender Notices".
If you need help at any stage of the process, you can contact the help service "Help" on the United Nations market website. We aim to respond to all questions and inquiries within 88 hours. Please note that you can classify your questions and inquiries so that we can handle them more efficiently.

You may find more information to help with your issue by clicking here to go to the videos section, which may be of interest.

You may find the answers to some of your questions in the Frequently Asked Questions page, which may be helpful to you.

Feedback

Area

How has your experience on the UNGM site been so far?

Comments

Add a screenshot automatically

Highlight areas  Hide areas

Send

Other information included
إذا كنت في حاجة ماسة للمساعدة، نرحب بك أيضاً للاتصال بنا على العنوان registry@ungm.org لتقديم المساعدة العاجلة.
### Section 1: Company Details and General Information

1. **Name of Company:**

2. **Street Address:**
   - Postal Code:
   - Country:
   - City:
   - Zip Code:

3. **P.O. Box and Mailing Address:**

4. **Tel:** (+) __________

5. **Fax:** (+) __________

6. **Email:**

7. **WWW Address:**

8. **Contact Name and Title:**

9. **Parent Company (Full legal Name):**

10. **Subsidiaries, Associates and/or Overseas Representative(s) - (attach a List if necessary):**

11. **Type of Business (Mark one only)(Please attach the company organizational chart):**
   - Individual:  
   - Partnership:  
   - Corporate/ Limited:  
   - Other (specify):

12. **Nature of Business:**
   - Manufacturer:  
   - Authorised Agent:  
   - Trader:  
   - Consulting Company:  
   - Other (specify):

13. **Year Established:**

14. **Number of Full-time Employees:**

15. **Licence no. (Please attach a copy) /State where registered:**

16. **VAT No. /Tax I.D:**

17. **Technical Documents available in:**
   - English  
   - French  
   - Spanish  
   - Arabic  
   - Other (specify)

18. **Working Languages:**
   - English  
   - French  
   - Spanish  
   - Arabic  
   - Other (specify)

### Section 2: Financial Information

19. **Annual Value of Total Sales for the last 3 Years:**
   - Year _____: USD__________ million  
   - Year _____: USD__________ million  
   - Year _____: USD__________ million

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

21. **Account holder:**
   - Bank Name:
   - Bank Address:
   - Swift/BIC Address:

22. **Bank Account Number:**
   - CHIPS (US Only):
   - FED (US Only):
   - ABA (US Only):
   - BSB (Australia Only):
   - Any other details:  

---

Page 1 of 4
23. Please provide a copy of the company's most recent Annual or Audited Financial Report.

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

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

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

26. For Goods only, do those offered for Supply conform to National/International Quality Standards? If yes which standard

Yes ☐ No ☐

27. List below up to fifteen (15) of your Core Goods/Services offered:

<table>
<thead>
<tr>
<th>UNSPSC Code</th>
<th>UNSPSC Description (one Line for each Item)</th>
<th>National/International Quality Standard to which Item conforms</th>
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Section 4: Experience

28. Recent Contracts with the UN and/or other International Aid Organizations:

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<th>Organization</th>
<th>Value:</th>
<th>Year:</th>
<th>Goods/Services Supplied:</th>
<th>Destination:</th>
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29. To which Countries has your Company exported and/or managed Projects over the last 3 Years?

Section 5: Other

30. Does your Company have a written Statement of its Environmental Policy? (If yes, please attach a copy)

Yes ☐ No ☐

31. Please list any Disputes your Company has been involved in with UN Organizations over the last 3 Years:

32. List any National or International Trade or Professional Organizations of which your Company is a Member.

33. Certification:

I, the undersigned, hereby accept the basic UN General Conditions, a copy of which has been provided to me and warrant that the information provided in this form is correct, and in the event of changes details will be provided as soon as possible:

Name ___________________________ Functional Title ___________________________

Signature ___________________________ Date __________

NOTE: Please be informed that a number of Procuring Entities of the UN system have decided not to do business with companies or any of their affiliates or subsidiaries, which engage in any practice inconsistent with the rights set forth in the convention on the Rights of the Child, regarding certain protection applicable to children performing work, or engage in the sale or manufacture of anti-personnel mines, or any significant component produced primarily for the operation thereof.
UNITED NATIONS
Relief and Works Agency

INSTRUCTIONS FOR COMPLETION

The form should be typewritten in uppercase and completed clearly and accurately ensuring that all questions are answered. The numbers below correspond to item numbers on the registration form:

1. Full name of company.
2. Full street address.
3. Full mailing address (including P.O. Box, if any).
4. Telephone number, including correct country and area codes.
5. Fax number, including country and area codes.
6. Email address.
7. WWW Address.
8. Provide name of person (including title) or department to whom correspondence should be addressed.
9. Full legal name of parent company, if any.
10. Please provide, on a separate sheet if necessary, names and addresses of all subsidiaries, associates and overseas representatives if any.
11. Please tick one box. If the last box is ticked, please specify.
12. Please tick one box. If the last box is ticked, please specify. If the company is a manufacturer of some products and a trader/agent of others which they do not manufacture, both boxes should be ticked.
13. Indicate the year in which the organization was established under the name shown in Item 1.
14. Indicate the total number of full-time personnel in the company.
15. Provide the license number under which the company is registered, or the State where it is registered.
16. Provide the VAT number or Tax I.D. of the company.
17. Please tick the boxes for which languages the company is able to provide technical documents.
18. Please tick the boxes for which languages the company is able to work in.
19. Provide the total annual sales for the organization for the last 3 financial years in USD millions.
20. Provide the total export sales for the organization for the last 3 financial years in USD millions.
21. Provide the full name, address and SWIFT address of the bank used by the company.
22. Provide the company’s bank account number and the account name.
23. Please provide a copy of your most recent annual report or audited financial report.
24. List any Quality Assurance Certificates (e.g. ISO 9000 series) that have been issued to your company and provide a copy of the latest certificates.
25. List all countries where the company has local offices or representation.
26. Indicate whether the company's products conform to national/international standards. If yes please attach copies of the certificates.
27. Please list up to 15 of the core goods/services offered. If available, provide the UNSPSC code (United Nations Standard Products and Services Code) and describe them according to the UNSPSC description. For each item, list the National/International Quality Standard to which it conforms.
28. Enter the name(s) of UN organizations which your company has dealt with recently. Provide the value and the year of the contract, the goods/services supplied and the country of destination of each contract. If you have had more than 7 of such contracts, please attach a separate sheet indicating the others. Documentary evidence of such contracts is required, e.g. copies of purchase orders. Organizations in the UN system are: UN; UNCTAD; UNEP; UNCHS(Habitat); UNICEF; UNDP; WFP; UNHCR; UNRWA; UNIFPA; UNOPS; UNU; ILO; FAO; UNESCO; ICAO; WHO; IMF; UPU; ITU; WMO; WTO; WIPO; IAPSO; IFAD; UNIDO; IAEA; ECA; ECE; ECLAC; ESCAP; ESCWA.
29. List export markets, in particular, all developing countries to which your company has exported over the last 3 years.
30. The Earth Summit, held in Rio de Janeiro in 1992, emphasised the necessity to protect and renew the earth's limited resources. Agenda 21 was adopted by 178 governments and lays an emphasis for the UN to exercise leadership, i.a. towards promoting environmental sensitive procurement policies for goods and services. Please indicate whether your company has a written statement of its Environmental Policy and, if so, please provide a copy.
31. List all disputes with UN organizations which your organization has been involved in over the last 3 years. If more space is required, please use a separate sheet.
32. Provide details of all national and international trade or professional organizations to which your company belongs.
33. Please read the enclosed UN General Conditions carefully, as signature of the form signifies acceptance. The form should be signed by the person completing it and their name and title should be typed, along with the date.