INVITATION TO BID (ITB)

Supply of School Furniture for Several UNRWA’s Schools at Jordan Field

ITB Reference No.: ITB/PS/(IM)/29/22
UNRWA Field Office: Jordan Field Office (JFO)
SECTION 1: LETTER OF INVITATION

United Nations Relief and Works Agency for Palestine Refugees in the Near East, hereinafter referred to as UNRWA, hereby invites prospective bidders to submit a bid in accordance with the General Conditions of Contract and the Schedule of Requirements as set out in this Invitation to Bid (ITB).

To enable you to submit a bid, please read the following documents carefully.

Section 1: This Letter of Invitation
Section 2: Instructions to Bidders
Section 3: Data Sheet
Section 4: Evaluation Criteria
Section 5: Schedule of Requirements
Section 6: Conditions of Contract and Contract Forms
Section 7: Bidding Forms
   - Form A: Acknowledgement letter
   - Form B: Checklist
   - Form C: Bid Submission
   - Form D: Bidder Information
   - Form E: Joint Venture/Consortium/Association Information
   - Form F: Not applicable
   - Form G: Not applicable
   - Form H: Price Schedule
   - Form I: Not applicable
   - Form J: Performance Bond

If you are interested in submitting a bid in response to this ITB, please prepare your bid in accordance with the requirements and procedure as set out in this ITB and submit it by the deadline for submission of bids set out in Section 3: Data Sheet.

Please acknowledge receipt of this ITB by completing and returning the attached Form A: Acknowledgement letter by email to CSSD@unrwa.org, no later than 21 July 2022, indicating whether you intend to submit a bid or not. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this ITB.

You are encouraged to respond with Form A even if you do not intend to bid to ensure that you can be included in future solicitations.
All UNRWA vendors are required to comply with the United Nations Supplier Code of Conduct. We encourage all bidders to join the United Nations Global Compact and support the Women’s Empowerment Principles (WEP).

We look forward to receiving your bid.

__________________
Name: Gemma Habib
Title: A/Chief, Central Support Services Division
Date: 14 July 2022
## GENERAL

### 1. Scope

Bidders are invited to submit a bid for the requirements specified in Section 5: Schedule of Requirements, in accordance with this Invitation to Bid (ITB). A summary of the scope of the bid is included in Section 3: Data Sheet.

Bidders shall adhere to all the requirements of this ITB, including any amendment made in writing by UNRWA.

### 2. Interpretation of the ITB

Any bid submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of the bid by UNRWA. UNRWA is under no obligation to award a contract to any bidder as a result of this ITB.

### 3. Supplier Code of Conduct

All bidders must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at the UN website.

The bidder must acknowledge that UNRWA strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices.

In pursuance of this policy, UNRWA:

(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;

(b) Further to UNRWA’s vendor sanctions policy, shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract with UNRWA or any other entity of the United Nations system of organizations if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNRWA contract.

UNRWA has adopted a zero-tolerance policy on gifts and hospitality. In view of this, UNRWA personnel is prohibited from accepting any gift, even of a nominal value, including drinks, meals, food products, hospitality, calendars, stationery, transportation, recreational trips to sporting or cultural events, theme parks or offers of holidays, or and any other forms of benefits. Proposers shall not offer any forms of gifts, hospitality or benefits to UNRWA personnel.

Consistent with the United Nations Supplier Code of Conduct, by submitting a Proposal, the Proposer certifies that:

1. the prices offered in the Proposal have been arrived at independently, without any consultation, communication, or agreement in any manner that would result in restriction of competition with any other Proposer or competitor relating to (a) those prices; (b) the intention to submit a Proposal, and/or (c) the methods or factors used to calculate the prices offered;

2. the prices in the Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before UNRWA issues an award under this solicitation; and

3. no attempt has been made or will be made by the Proposer to induce any other entity to submit or not to submit a Proposal for the purpose of restricting competition.

Failure to comply with any of the above provisions shall result in the rejection of the Proposal(s). In addition, UNRWA reserves the right to exercise any other rights and remedies available to it.
4. **Eligible bidders**

Bidders shall have the legal capacity to enter into a binding contract with UNRWA. Registration with UNGM at Level 1 is strongly encouraged for all vendors wishing to conduct business with UNRWA. Instructions on how to register with UNGM can be found on the [UNGM website](#).

All bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by UNRWA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods, services or works required in the present procurement process.

Bidders shall not be eligible to submit a bid if at the time of bid submission:

- is included in the Ineligibility List, hosted by UNGM, that aggregates information disclosed by Agencies, Funds or Programs of the UN System;
- is included in the [Consolidated United Nations Security Council Sanctions List](#), including the [UN Security Council Resolution 1267/1989 list](#);
- is included in the [World Bank Corporate Procurement Listing of Non-Responsible Vendors](#) and the [World Bank Listing of Ineligible Firms and Individuals](#).

5. **Proprietary information**

The ITB documents and any specifications, plans, drawings, patterns, samples or information issued or furnished by UNRWA are issued solely for the purpose of enabling a bid to be completed and may not be used for any other purpose. The ITB documents and any additional information provided to bidders shall remain the property of UNRWA. All documents which may form part of the bid will become the property of UNRWA, who will not be required to return them to your firm.

6. **Publicity**

During the ITB process, a bidder is not permitted to create any publicity in connection with the ITB.

**SOLICITATION DOCUMENTS**

7. **Clarification of solicitation documents**

Bidders may request clarifications on any of the ITB documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.

UNRWA will provide the responses to clarifications through the method specified in Section 3: Data Sheet.

UNRWA shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNRWA to extend the submission date of the bids, unless UNRWA deems that such an extension is justified and necessary.

8. **Amendment of solicitation documents**

At any time prior to the deadline of bid submission, UNRWA may for any reason, such as in response to a clarification requested by a bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.

UNRWA may extend the deadline for submission of bid to give the bidders reasonable time to incorporate the amendment into their bids.

**PREPARATION OF BIDS**

9. **Cost of preparation of bid**

The bidder shall bear all costs related to the preparation and/or submission of the bid, regardless of whether its bid is selected or not. UNRWA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
<table>
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<tr>
<th>10. Language</th>
<th>The bid, as well as any related correspondence exchanged by the bidder and UNRWA, shall be written in the language(s) specified in Section 3: Data Sheet.</th>
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<tr>
<td>11. Documents establishing eligibility and qualifications of the bidder</td>
<td>The bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a bidder, its qualifications must be documented to UNRWA’s satisfaction.</td>
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<tr>
<td>12. Technical bid</td>
<td>The bidder is required to submit a technical bid using the Form provided in Section 7 and taking into consideration the requirements in the ITB.</td>
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</table>
| 13. Price Schedule | The Price Schedule shall be prepared using the Form provided in Section 7 and taking into consideration the requirements in the ITB.  
The prices and discounts quoted by the bidder shall conform to the requirements specified below.  
- All items and lots (if applicable) must be listed and priced separately.  
- The price to be quoted shall be the total price of the bid.  
- The bidder shall quote any unconditional discounts and indicate the method for their application.  
- The INCOTERM shall be governed by the rules prescribed in the 2020 edition of INCOTERMS, published by The International Chamber of Commerce. The INCOTERM rules and place of destination is specified in Section 5: Schedule of Requirements.  
- Prices quoted by the bidder shall be fixed during the bidder’s performance of the contract and not subject to variation on any account, unless otherwise specified in Section 3: Data Sheet |
| 14. Currencies | All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet.  
- For the purposes of comparison of proposals, UNRWA will convert the currency quoted in the proposal into the UNRWA preferred currency, in accordance with the UN Operational Rate of Exchange on the closing date. |
| 15. Duties and taxes | Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNRWA as a subsidiary organ, 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. All bids shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in Section 3: Data Sheet. |
| 16. Bid validity period | Bids shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of bids. A bid valid for a shorter period may be rejected by UNRWA and rendered non-responsive.  
During the bid validity period, the bidder shall maintain its original bid without any change, including the availability of the key personnel, the proposed rates and the total price.  
In exceptional circumstances, prior to the expiration of the bid validity period, UNRWA may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing, and shall be considered integral to the bid.  
If the bidder agrees to extend the validity of its bid, it shall be done without any change to the original bid, but will be required to extend the validity of the bid security, if required, for the period of the extension, and in compliance with Article 17 (Bid security) in all respects. |
The bidder has the right to refuse to extend the validity of its bid without forfeiting the bid security, if required, in which case, the bid shall not be further evaluated.

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<th>17. Bid Security</th>
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<td>A bid security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in the Section 3: Data Sheet. The bid security shall be valid for a minimum of thirty (30) days after the final date of validity of the bid.</td>
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<td>The bid security shall be included along with the bid. If a bid security is required by the ITB but is not found in the bid, the offer may be rejected.</td>
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<tr>
<td>If the bid security amount or its validity period is found to be less than is required by UNRWA, UNRWA may reject the bid.</td>
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<td>In the event an electronic submission is allowed in Section 3: Data Sheet, bidders shall include a copy of the bid security in their bid and the original of the bid security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet.</td>
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<td>Unsuccessful bidders' bid securities will be discharged/returned as promptly as possible after the expiration of the period of bid validity prescribed by UNRWA pursuant to Article 16 (Bid Validity Period).</td>
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<td>The bid security may be forfeited by UNRWA, and the bid rejected, in the event of any, or combination, of the following conditions:</td>
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<td>• If the bidder withdraws its offer during the period of the bid validity specified in Section 3: Data Sheet, or;</td>
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<td>• In the event the successful bidder fails:</td>
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<td>o to sign the Contract after UNRWA has issued an award; or</td>
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<td>o to furnish the Performance Security, insurances, or other documents that UNRWA may require as a condition precedent to the effectivity of the contract that may be awarded to the bidder.</td>
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<th>18. Joint Venture, Consortium or Association</th>
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<td>If the bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for bid, each such legal entity will confirm in their joint bid that:</td>
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<td>• they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, and this will be evidenced by a duly notarised Agreement among the legal entities, which will be submitted along with the bid; and</td>
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<td>• if they are awarded the contract, the contract shall be entered into by and between UNRWA and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture.</td>
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<td>After the deadline for submission of bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNRWA.</td>
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<td>If a JV, Consortium or Association’s bid is the bid selected for award, UNRWA will award the contract to the joint venture, in the name of its designated lead entity.</td>
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<td>The lead entity will sign the contract for and on behalf of all other member entities.</td>
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<td>The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article 19 (Only one Bid) herein in respect of submitting only one bid.</td>
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<td>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNRWA.</td>
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A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:

- Those that were undertaken together by the JV, Consortium or Association; and
- Those that were undertaken by the individual entities of the JV, Consortium or Association.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.

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<th>19. Only one bid</th>
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<td>The bidder (including the individual members of any Joint Venture) shall submit only one bid, either in its own name or as part of a Joint Venture.</td>
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<td>Bids submitted by two (2) or more bidders shall all be rejected if they are found to have any of the following:</td>
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<td>- they have at least one controlling partner, director or shareholder in common; or</td>
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<td>- any one of them receive or have received any direct or indirect subsidy from the other/s; or</td>
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<td>- they have the same legal representative for purposes of this ITB; or</td>
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<td>- they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the bid of another bidder regarding this ITB process;</td>
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<td>- they are subcontractors to each other’s bid, or a subcontractor to one bid also submits another bid under its name as lead bidder; or some key personnel proposed to be in the team of one bidder participates in more than one bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one bid.</td>
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<th>20. Alternative bids</th>
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<td>Unless otherwise specified in Section 3: Data Sheet, alternative bids shall not be considered. If submission of alternative bid is allowed in Section 3: Data Sheet, a bidder may submit an alternative bid, but only if it also submits a bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNRWA reserves the right to award a contract based on an alternative bid.</td>
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<td>If multiple/alternative bids are being submitted, they must be clearly marked as “Main Bid” and “Alternative Bid”. If no indication is provided as to which bid is the main bid and which is/are the alternative bid(s), then all bids will be rejected.</td>
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<th>21. Pre-bid conference</th>
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<td>When appropriate, a pre-bid conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</td>
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<td>If it is stated in Section 3: Data Sheet that the pre-bid conference is mandatory, a bidder which does not attend the pre-bid conference shall become ineligible to submit a bid under this ITB.</td>
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<td>If it is stated in Section 3: Data Sheet that the pre-bid conference is not mandatory, non-attendance shall not result in disqualification of an interested bidder.</td>
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<tr>
<td>22. Site inspection</td>
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<td>23. Errors or omissions</td>
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<td>24. Bidders responsibility to inform themselves</td>
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- examine and fully inform themselves in relation to all aspects of the ITB, including the Contract and all other documents included or referred to in this ITB;
- review the ITB to ensure that they have a complete copy of all documents;
- obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable enquiry;
- verify all relevant representations, statements and information, including those contained or referred to in the ITB or made orally during any clarification meeting or site inspection or any discussion with UNRWA, its employees or agents;
- attend any Pre-bid conference or site inspection if it is mandatory under this ITB;
- fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods, works and/or services; and
- form their own assessment of the nature and extent of the goods, works and/or services required as included in Section 5: Schedule of Requirements and properly account for all requirements in their bid.

25. **No material change(s) in circumstances**

The bidder shall inform UNRWA of any change(s) of circumstances arising during the ITB process, including but not limited to:

- a change affecting any declaration, accreditation, license or approval;
- major re-organisational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the bidder or its major sub-contractors;
- a change to any information on which UNRWA may rely in assessing bids.

### SUBMISSION AND OPENING OF BIDS

**26. Instruction for bid submission**

The bidder shall submit a duly signed and complete bid comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The Price Schedule shall be submitted together with the Technical Bid. The bid shall be delivered according to the method specified in Section 3: Data Sheet.

The bid shall be signed by the bidder or person(s) duly authorized to commit the bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or, if requested, a Power of Attorney, accompanying the bid.

Bidders must be aware that the mere act of submission of a bid, in and of itself, implies that the bidder fully accepts UNRWA’s General Conditions of Contract, which are available on the UNRWA website.

**27. Deadline for bid submission**

Complete bids must be received by UNRWA in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Bid should be submitted, refer to the Time and Date website. It shall be the sole responsibility of the bidders to ensure that their bid is received by the closing date and time.

UNRWA may, at its discretion, extend this deadline for the submission of bids by amending the solicitation documents in accordance with Article 8 (Amendment of solicitation documents). In this case, all rights and obligations of UNRWA and bidders subject to the previous deadline will thereafter be subject to the new deadline as extended.

**28. Withdrawal, substitution and modification of bids**

A bidder may withdraw, substitute or modify its bid after it has been submitted at any time prior to the deadline for submission by sending a written notice to UNRWA, duly signed by an authorized representative. The corresponding substitution or
modification of the bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of bids.

If submission via mail / courier is acceptable as per Section 3: Data Sheet, proposals must be clearly marked as “WITHDRAWAL”, “SUBSTITUTION” OR “MODIFICATION”.

However, after the deadline for bid submission, the bids shall remain valid and open for acceptance by UNRWA for the entire bid validity period, as may be extended.

29. Storage of bids

Bids received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified bid opening date stated in Section 3: Data Sheet. No responsibility shall be attached to UNRWA for prematurely opening an improperly addressed and/or identified bid.

30. Bid opening

Bids will be opened by a committee formed by UNRWA consisting of at least three (3) personnel including the chairperson.

31. Late bids

Any bid received by UNRWA after the deadline for submission of bids will be destroyed unless the bidder requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned bidding documents.

In exceptional circumstances, late bids may be accepted if it is determined that the submission was sent in ample time prior to the bid closing and the delay could not be reasonably foreseen by the bidder or was due to force majeure or in other cases where UNRWA at its sole discretion determines it is in the interest of the Agency to accept a late bid.

EVALUATION OF BIDS

32. Confidentiality

Information relating to the examination, evaluation, and comparison of bids, and the recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a bidder or anyone on behalf of the bidder to influence UNRWA in the examination, evaluation and comparison of the bids or contract award decisions may, at UNRWA’s decision, result in the rejection of its bid and may subsequently be subject to the application of prevailing UNRWA’s vendor sanctions procedures.

33. Evaluation of bids

UNRWA shall evaluate a bid using only the methodologies and criteria defined in this ITB. No other criteria or methodology shall be permitted.

UNRWA shall conduct the evaluation solely on the basis of the bids received according to the evaluation criteria in Section 4.

34. Preliminary examination

UNRWA shall examine the bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the bids are generally in order, among other indicators that may be used at this stage. UNRWA reserves the right to reject any bid at this stage.

35. Evaluation of eligibility and qualification

Eligibility and Qualification of the bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible Bidders).

36. Evaluation of technical bids

Technical evaluation will be conducted to establish substantial compliance, as per the criteria included in Section 4: Evaluation Criteria. When the bid varies in one or more aspect/s from the minimum technical specifications and/or delivery requirements specified in Section 5: Schedule of Requirements, the bid will not be considered substantially compliant and will not be evaluated further.
37. **Evaluation of prices**  
The prices of bids found to be substantially compliant, will be compared to identify the most substantially compliant bid which represents the lowest overall costs to UNRWA.

38. **Post-qualification**  
UNRWA reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:

a) Verification of accuracy, correctness and authenticity of information provided by the bidder;

b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;

c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or with previous clients, or any other entity that may have done business with the bidder;

d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;

e) Physical inspection of the bidder’s offices, branches or other places where business transpires, with or without notice to the bidder;

f) Other means that UNRWA may deem appropriate, at any stage within the selection process, prior to awarding the contract.

39. **Clarification of bids**  
UNRWA may request clarification or further information in writing from the bidders at any time during the evaluation process.

UNRWA may use such information in interpreting and evaluating the relevant bid but is under no obligation to take it into account.

40. **Responsiveness of bid**  
UNRWA’s determination of a bid’s responsiveness is to be based on the contents of the bid itself. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

a) affects in any substantial way the scope, quality, or performance of the goods, services and/or works specified in the contract; or

b) limits in any substantial way, inconsistent with the bidding documents, UNRWA’s rights or the bidder’s obligations under the contract; or

c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

If a bid is not substantially responsive, it shall be rejected by UNRWA and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission.

41. **Nonconformities, reparable errors and omission**  
Provided that a bid is substantially responsive, UNRWA may waive any non-conformities or omissions in the bid that, in the opinion of UNRWA, do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other bidders.

Provided that a bid is substantially responsive UNRWA may request the bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.

For bids that have passed the preliminary examination, UNRWA shall check and correct arithmetical errors as follows:

a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit
price shall prevail and the line item total shall be corrected, unless in the opinion of UNRWA there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;

b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected and its bid security may be forfeited.

### 42. Right to accept any bid and to reject any or all bids

UNRWA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for UNRWA’s action. UNRWA shall not be obliged to award the contract to the lowest priced offer.

### 43. Samples

Where required as per Section 5: Schedule of Requirements, free, non-returnable samples shall be provided by the bid submission deadline for evaluation and testing by UNRWA or their representative, of the item and/or the packing and packaging, prior to any award. Samples will be subject to technical review and laboratory analysis where appropriate. Samples provided to UNRWA are non-returnable, unless otherwise stated. Samples should be marked with the ITB number.

If a bidder fails to provide samples or documents requested by UNRWA in a timely manner, UNRWA may declare the bid unsuccessful.

### AWARD OF CONTRACT

#### 44. Award criteria

In the event of a Contract award, UNRWA shall award the Contract to a bidder who has been determined as eligible and qualified and whose bid has been determined to be the lowest priced, substantially compliant offer to the ITB. UNRWA reserves the right to conduct negotiations with the bidder recommended for award on the content of their bid.

#### 45. Right to vary requirement at time of award

At the time the Contract is awarded, UNRWA reserves the right to increase or decrease the quantity of goods, works and/or services originally specified in Section 5: Schedule of Requirements and without any change in the unit prices or other terms and conditions of the bid and the bidding document.

#### 46. Notification of award

UNRWA will notify the successful bidder in writing by email or post, that its bid has been accepted.

#### 47. Debriefing

In the event that a bidder is unsuccessful, the bidder may request a debriefing from UNRWA. The purpose of the debriefing is to discuss the strengths and weaknesses of the bidder’s submission, in order to assist the bidder in improving its future bids for UNRWA procurement opportunities. The content of other bids and how they compare to the bidder’s submission shall not be discussed.

#### 48. Publication of Contract Award

UNRWA may publish the contract award on United Nations Global Marketplace, with the ITB reference number, the information of the awarded bidder company name, contract amount or LTA and the date of the contract.

#### 49. Performance security

The successful bidder, if so specified in Section 3: Data Sheet shall furnish a performance security in the amount and form specified therein, within the specified number of days after receipt of the contract from UNRWA. Banks issuing performance securities must be acceptable to UNRWA comptroller, i.e. banks certified by the central bank of the country to operate as a commercial bank.
UNRWA shall promptly discharge the bid securities of the unsuccessful bidders pursuant to Article 17 (Bid Security).

Failure of the successful bidder to submit the above-mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event UNRWA may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by UNRWA to be qualified to perform the contract satisfactorily.

50. **Bank guarantee for advance payment**

Except when the interests of UNRWA so require, it is UNRWA's standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the bidder shall submit a Bank Guarantee in the full amount of the advance payment. Banks issuing bank guarantees must be acceptable to the UNRWA comptroller, i.e. banks certified by the central bank of the country to operate as a commercial bank.

51. **Liquidated Damages**

If specified in Section 3: Data Sheet, UNRWA shall apply Liquidated Damages for the damages and/or risks caused to UNRWA resulting from the Contractor’s delays or breach of its obligations as per the Contract. The payment or deduction of such liquidated damages shall not relieve the Contractor from any of its other obligations or liabilities pursuant to any current contract or purchase order.

52. **Bid protest**

Any bidder that believes to have been unjustly treated in connection with this bid process or any contract that may be awarded as a result of such bid process may submit a complaint. The bidder may as a first step protest directly to the relevant Awarding Authority within ten working days of receipt of the notification that the bidder has not been awarded a contract (or publication of award). The Awarding Authority will review the protest and provide a reply to the bidder. The bidder may forego this step and protest directly to the Chief, Central Support Services Division of UNRWA.
SECTION 3: DATA SHEET

The following specific data shall complement, supplement or amend the Provisions in Section 2: Instructions to Bidders. In case there is a conflict, the provisions herein shall prevail over those in Section 2: Instructions to Bidders.

<table>
<thead>
<tr>
<th>Ref. Article in Section 2</th>
<th>Specific Instructions / Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Scope</td>
<td>The reference number of this Invitation to Bid (ITB) is ITB/PS/(IM)/29/22. The goods include the supply of furniture to cover the immediate requirements for several UNRWA’s schools in Jordan as further described in Section 5 of this ITB. Based on the results of this competitive bidding exercise, UNRWA intends to enter into non-exclusive Long-Term Agreement(s) (LTAs) with the successful bidder(s) for the supply of an indefinite quantity of the specified products in support of UNRWA’s operations. In the event of UNRWA signing Long Term Agreement(s), the following shall apply: Supply of school furniture for contract duration of five years (3+1+1). The successful bidder shall accord the same terms and conditions to any other organisation within the United Nations System that wishes to avail of such terms, after written consent from UNRWA. The expected duration of the LTA is: Initial three years with the possibility of extension for up to 2 (1+1) additional years subject to the Supplier’s satisfactory performance and competitiveness of prices. LTAs are considered non-exclusive and the estimated volume is based on a forecast of needs and does not constitute a commitment to place orders up to the volume. UNRWA reserves the right to enter into LTAs with more than one supplier and the right to split the award of contracts among the LTA holders if it is in the best interests of UNRWA. The award of contract under the LTA will be subject to secondary competition among the LTA holders.</td>
</tr>
<tr>
<td>4. Eligible bidders</td>
<td>Proposers from all countries/territories are eligible to participate in this proposal process.</td>
</tr>
</tbody>
</table>
| 7. Clarification of solicitation documents | Contact details for clarification of solicitation documents: Focal Person: Iman Mustafa or Yousef Aburidi E-mail address: tender.queries@unrwa.org; **ATTENTION:** BIDS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (see Data Sheet Article 26). FAILING TO DO SO MAY LEAD TO DISQUALIFICATION OF THE BID. Deadline for submitting requests for clarifications / questions:  
Date: 21 July 2022  
Time: 1:00 PM  
Time zone: Amman Time  
Manner of disseminating supplemental information to the ITB and responses / clarifications to queries:  
Direct communication to prospective bidders by email AND posting on the UNGM website. |
<p>| 10. Language              | All bids, information, documents and correspondence exchanged between UNRWA and the bidders in relation to this bid process shall be in English language |
| 14. Currency              | Prices shall be quoted in Jordanian Dinar (JOD) |</p>
<table>
<thead>
<tr>
<th></th>
<th>Duties and taxes</th>
<th>All prices shall: Be exclusive of VAT and other applicable indirect taxes.</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.</td>
<td>Bid validity period</td>
<td>120 days</td>
</tr>
<tr>
<td>17-19</td>
<td>Bid security</td>
<td>Not Required</td>
</tr>
<tr>
<td>20.</td>
<td>Alternative bids</td>
<td>Shall not be considered.</td>
</tr>
<tr>
<td>21.</td>
<td>Pre-bid conference</td>
<td>Will not be conducted</td>
</tr>
<tr>
<td>22-25</td>
<td>Site inspection</td>
<td>A site inspection will not be held.</td>
</tr>
<tr>
<td>26.</td>
<td>Instruction for bid submission</td>
<td>Allowable manner of submitting proposals: ☒ E-tendering (In-Tend): 11 August 2022 – 1:00 PM Amman Time ☒ Email: 11 August 2022 – 1:00 PM Amman Time</td>
</tr>
<tr>
<td></td>
<td>SUBMISSION BY E-TENDERING</td>
<td>The bids shall be submitted via the UNRWA e-tendering system (In-Tend) which can be accessed through the United Nations Global Marketplace. This document contains general guidance on how to register with UNGM and make a submission. The UNGM website also contains a help section with further guidance. ATTENTION: Bids which do not comply with these requirements may be rejected.</td>
</tr>
<tr>
<td></td>
<td>SUBMISSION BY EMAIL:</td>
<td>Bid submission address: <a href="mailto:TOC@unrwa.org">TOC@unrwa.org</a> PLEASE DO NOT SEND THE EMAILS WITH YOUR BID TO ANY OTHER EMAIL ADDRESS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>File Format: Signed pdf and the commercial offer should be filled and submitted using the Price schedule - Annex H in Excel format</td>
</tr>
<tr>
<td></td>
<td></td>
<td>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>All files must be free of viruses and not corrupted.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Max. File Size per transmission: 4MB</td>
</tr>
<tr>
<td></td>
<td></td>
<td>If the bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mandatory subject of email: ITB/PS/ (IM)/ 29/22 - Supply of School Furniture for Several UNRWA’s Schools at Jordan Field.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Documents which are required in original (e.g. bid security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: Click or tap here to enter text.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>It is recommended that the entire bid be consolidated into as few attachments as possible.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The bidder should receive an email acknowledging email receipt.</td>
</tr>
<tr>
<td>27.</td>
<td>Deadline for bid submission</td>
<td>Date: 11 August 2022</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Time: 1:00 PM</td>
</tr>
<tr>
<td>Time zone: Amman Time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| **28-47** Expected date for commencement of contract | **28 September 2022**  
For one time purchase of furniture requested for several UNRWA’s schools at (North Amman, South Amman, Zarqa and Irbid areas)  
**10 November 2022**  
For issuing long term agreement for five years (3+1+1) |
| **48.** Contract award to one or more bidder | UNRWA may award a contract to:  
One or more Bidders, depending on the following factors: [UNRWA will take into consideration the Total Cost of Ownership] |
| **49.** Performance security | Required in the amount of 10% of the estimated contract amount of the initial three-year period  
The performance security will be in the same currency as stipulated in Article 14: Bid currencies.  
The Performance Security shall be in the form of a Bank Guarantee as set out in Section 6 for template |
| **50.** Advance payment | Not Allowed  
If allowed, Bank Guarantee Choose an item. |
| **51.** Liquidated Damages | **Will be imposed as follows:**  
Percentage of contract price per day of delay: normally 0.1% - 0.3% up to a maximum of 10% of the Contract value, after which may terminate the contract.  
may terminate the contract. |
| **52.** Payment Term: | The payment will be 30 days from receiving the original invoice and acceptance of goods. |
## SECTION 4: EVALUATION CRITERIA

### 4.1 Technical evaluation criteria:

#### 4.1.1 Eligibility Criteria:

The bidders should fill the below compliance table no.1:

<table>
<thead>
<tr>
<th>Eligibility Criteria</th>
<th>Compliant</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong> Bidders must enclose in their bids valid correlating bank account as per business registration details.</td>
<td></td>
<td>بحاجة للمتقدمين للعطاء إرفاق رقم الحساب المصرفى حسب تفاصيل تسجيل الشركة لدى البنك.</td>
</tr>
<tr>
<td><strong>2.</strong> Bidders must enclose in their bids copy of the bidder’s audited Balance Sheet and Financial Statements for the three years (2019, 2020 and 2021) issued by an independent auditor in English or Arabic language.</td>
<td></td>
<td>ينصح للمتقدمين للعطاء أن يرفقوه في عطاءاتهم نسخة من الميزانية المدمجة والبيانات المالية للسنوات الثلاث الماضية (2019 و2020 و2021) الصادرة عن مدقق حسابات مستقل وأن تكون باللغة الإنجليزية أو العربية.</td>
</tr>
<tr>
<td><strong>3.</strong> Bidders must enclose in their bids UNRWA General Conditions of Contract for the procurement of goods and services initialled, signed and stamped by the bidders.</td>
<td></td>
<td>يجب على المتقدمين للعطاء توقع وخدم نسخة الشروط العامة لعقد الأونروا لشراء السلع والخدمات وإرسالها مع العرض المقدم.</td>
</tr>
<tr>
<td><strong>4.</strong> Bidders must confirm that they will register their companies under UNGM at least at Level 1 prior to award.</td>
<td></td>
<td>يجب أن يؤكد المتقدمون للعطاء أنهم في حال الاحالة سيموتون تسجيل شركتهم لدى السوق العالمية للأمم المتحدة على المستوى رقم (1) على الأقل.</td>
</tr>
<tr>
<td><strong>5.</strong> Bidders must confirm that they are not on any UN Sanction List.</td>
<td></td>
<td>يجب أن يؤكد المتقدمون للعطاء أن شركتهم غير مدرجة على أي قائمة من قوائم عقوبات الأمم المتحدة.</td>
</tr>
<tr>
<td><strong>6.</strong> Bidders must confirm that in case of award, they will provide UNRWA with colored PDF catalogue including all the awarded items with related pictures, UNRWA materials numbers, models’ names, detailed specifications and the prices.</td>
<td></td>
<td>يجب أن يؤكد المتقدمون للعطاء أنهم في حال الاحالة سيموتون تسجيل كاتالوج ملون يتضمن المواد المحالة وصورها وإرقامها حسب تسجيلها بالأونروا، وأسمائها ومواصفاتها التفصيلية وأسعارها.</td>
</tr>
<tr>
<td><strong>7.</strong> Bidders must confirm that they will provide Performance Bond (Bank Guarantee) in form and format attached (Annex J) in a sum equal to 10 percent of the estimated contract amount of the initial three-year period. The Performance Bond (Bank Guarantee) shall remain valid until 90 days after the end of the Initial Term of the Contract or 90 days after the end of the Extended Term of the Contract.</td>
<td></td>
<td>يجب أن يؤكد المتقدمون للعطاءات تقديم كفالة حسن تنفيذ بالشكل والصيغة المرفقة (الملحق J) بمبلغ يساوي 10 في المائة من مبلغ العقد المقدر لفترة الثلاث سنوات الأولية. يجب أن تظل كفالة حسن التنفيذ سارية المفعول حتى 90 يومًا بعد نهاية المدة الأولية للعقد أو بعد 90 يومًا من نهاية المدة الممتدة للعقد.</td>
</tr>
</tbody>
</table>
8. The bidder should submit a chamber of commerce or chamber of industry certificates outlining that the bidder is a manufacturer located at Jordan and outlining that the bidder has been in continuous business for manufacturing and supplying of furniture during the last three years.

If the bidder is a supplier for furniture and not a manufacturer and has a sub-contract with a manufacturer, the bidder shall submit the following documents:

8.1 The legal agreement with the manufacturer or partnership supporting evidence.

8.2 Chamber of commerce or chamber of industry certificates of the manufacturer shall be submitted, outlining that manufacture is located in Jordan and the manufacturer has been in continuous business for manufacturing and supplying of furniture during the last three years.

8.3 Chamber of commerce or chamber of industry certificates of the bidder shall be submitted outlining that the bidder is a supplier located at Jordan and it has been in continuous business for the supplying of furniture during the last three years.

4.1.2 Mandatory Technical Evaluation Criteria:
The bidders should fill the below compliance table no.2:

**Table 2-ComplianceTable**

<table>
<thead>
<tr>
<th>Mandatory Technical Evaluation Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
</tr>
<tr>
<td>Compliant Yes/No</td>
</tr>
<tr>
<td>Notes</td>
</tr>
</tbody>
</table>

9. Bidder must comply with the mandatory specifications listed in Section 5 (Schedule of Requirements), noting the following:

9.1 The allowed deviation in the cabinets' dimensions is maximum of (1cm plus or minus).

9.2 The allowed deviation in the thickness for the requested items is maximum of (1m plus or minus) (Excluding the glass as the deviation is not allowed).

9.3 Deviations in specifications of school desk are not allowed.

10. If the bidder is not a manufacturer and has a sub-contract with a manufacturer, in case of award, the contract will be with the bidder and all the communications/delivery will be through the bidder and not the subcontractor.

11. Bidder shall confirm the warranty period after installation as follows:

11.1 Minimum 2-year warranty for all items including repairs or replacement of such defects within the warranty period.

11.2 Minimum 5-year warranty for the artificial leather of chairs including repairs or replacement of such defects within the warranty period.
11.3 For the purpose of determining the start date of the guarantee period, the bidders must confirm their commitment in the event of award to add to all pieces of furniture except (School’s desks and their wooden parts) a thermal sticker or any anti-removable label in which the label must include the name of the company and the date of supply, noting that the label must be placed after the inspection by the UNRWA Technical Committee and before loading and supply to schools.

**Supplementary Information:**

11.1 Guarantee period: 5 years after the signing of the contract. At the end of the guarantee period, the bidders must confirm a rental contract for storage of at least 150 square meters of storage space with a minimum rental contract for a period of five years. The bidder shall confirm the availability of storage space with a minimum 150 square meters (3+1+1) which should be available for storage and for UNRWA inspection process. If the storage space is not available, the bidder must confirm in case of award a rented contract for storage.

11.2 Guarantee of the furniture: It is mandatory for the bidder to stipulate in the submission of the proposal, that the furniture will be manufactured continuously over the duration of the contract of five years (3 +1 +1).

11.3 For the purpose of determining the start date of the guarantee period, the bidders must confirm their commitment to manufacture and deliver furniture and confirm the delivery and installation of the requested furniture mentioned in (Section 5 Schedule of Requirements) at the requested school within a maximum period of one month from the date of issuing the purchase order. The bidder shall confirm the delivery and installation of the requested furniture at several UNRWA’s schools at (North Amman, South Amman, Zarqa and Irbid areas) within a maximum period of one month from the date of issuing the purchase order. The bidder shall confirm the delivery and installation of the requested furniture at several UNRWA’s schools at (North Amman, South Amman, Zarqa and Irbid areas) within a maximum period of one month from the date of issuing the purchase order. The bidder shall confirm the delivery and installation of the requested furniture at several UNRWA’s schools at (North Amman, South Amman, Zarqa and Irbid areas) within a maximum period of one month from the date of issuing the purchase order.

11.4 Bidder shall guarantee that the furniture will be manufactured continuously throughout the duration of the contract of five years (3+1+1) from the date of issuing the purchase order.

11.5 The bidder shall confirm that in case of award a rented contract for storage will be provided before 10 days of signing the contract.

11.6 Noting that it is not allowed to move any furniture’s item from the factory or the storage of the contractor to any school before the needed inspection and stamp the item by UNRWA technical inspection committee.

11.7 Bidder shall provide at least three (3) clients’ references letter for providing furniture for a similar scope during the previous years (from 2018 onwards). UNRWA reserves the right to verify the references/performance appraisals.

11.8 Bidder shall provide at least three (3) clients’ references letter for providing furniture for a similar scope during the previous years (from 2018 onwards). UNRWA reserves the right to verify the references/performance appraisals.

11.9 Past Performance & experience: Bidder shall provide similar furniture during the previous years from 2018 onwards. UNRWA reserves the right to verify the references/performance appraisals.

11.10 The bidder shall provide a thermal sticker or any anti-removable label in which the label must include the name of the company and the date of supply, noting that the label must be placed after the inspection by the UNRWA Technical Committee and before loading and supply to schools.

11.11 After installation in the school the contractor should attached with the invoice a receipt noting that furniture by the contractor’s team at the requested school regardless the place and the type of the furniture. After installation in the school the contractor should attached with the invoice a receipt noting that furniture by the contractor’s team at the requested school regardless the place and the type of the furniture.

11.12 The bidder shall confirm that the availability of storage space with a minimum 150 square meters (3+1+1) which should be available for storage and for UNRWA inspection process. If the storage space is not available, the bidder must confirm in case of award a rented contract for storage.

11.13 Bidder shall guarantee that the furniture will be manufactured continuously throughout the duration of the contract of five years (3+1+1). The bidder shall confirm that the availability of storage space with a minimum 150 square meters (3+1+1) which should be available for storage and for UNRWA inspection process. If the storage space is not available, the bidder must confirm in case of award a rented contract for storage.

11.14 Bidder shall confirm the delivery and installation of the requested furniture mentioned in (Section 5 Schedule of Requirements) at the requested school within a maximum period of one month from the date of issuing the purchase order. The bidder shall confirm the delivery and installation of the requested furniture at several UNRWA’s schools at (North Amman, South Amman, Zarqa and Irbid areas) within a maximum period of one month from the date of issuing the purchase order.

11.15 The bidder shall confirm that the availability of storage space with a minimum 150 square meters (3+1+1) which should be available for storage and for UNRWA inspection process. If the storage space is not available, the bidder must confirm in case of award a rented contract for storage.

11.16 Bidder shall guarantee that the furniture will be manufactured continuously throughout the duration of the contract of five years (3+1+1). The bidder shall confirm that the availability of storage space with a minimum 150 square meters (3+1+1) which should be available for storage and for UNRWA inspection process. If the storage space is not available, the bidder must confirm in case of award a rented contract for storage.

11.17 Bidder shall guarantee that the furniture will be manufactured continuously throughout the duration of the contract of five years (3+1+1). The bidder shall confirm that the availability of storage space with a minimum 150 square meters (3+1+1) which should be available for storage and for UNRWA inspection process. If the storage space is not available, the bidder must confirm in case of award a rented contract for storage.

11.18 Bidder shall guarantee that the furniture will be manufactured continuously throughout the duration of the contract of five years (3+1+1). The bidder shall confirm that the availability of storage space with a minimum 150 square meters (3+1+1) which should be available for storage and for UNRWA inspection process. If the storage space is not available, the bidder must confirm in case of award a rented contract for storage.
16. Bidder shall confirm their ability to manufacture, supply and install of 1,000 pieces of schools’ desks within 1 month at UNRWA premises.

17. **After sale services:** If any part of the goods fails to meet the agreed specifications, the supplier shall take immediate action to remedy the deficiency or replace the defective goods within three days.

18. The bidder shall provide evidence of having at least 10 to 15 labors.

19. The bidder should confirm providing samples upon UNRWA request that are complying with the specifications listed in Section 5 (Schedule of Requirements) and in case of deviations; UNRWA reserves the right to request further amendments until meet the requested specifications.

20. **Site visit & samples checking:** A mandatory site visit will be conducted by UNRWA’s representatives to the bidder(s) who submit the lowest technically compliant offers to evaluate the samples of all offered items noting that providing samples are mandatory as mentioned in point#19. If any sample fails to meet the agreed specifications, the bidder should take immediate action to amend the sample within three days.

21. Bidder is requested to confirm the ability to avoid any unnecessary packaging and to consider more sustainable alternatives which include but not limited to using recyclable packaging such as cartons, packaging in bulk or offering a packing take-back option.

4.1.3 **Mandatory samples evaluation:**

A mandatory site visit will be conducted by UNRWA’s representatives to the bidder(s) who submit the lowest technically compliant offers. The bidder(s) samples should be complied with the mandatory specifications listed in Annex H -Price schedule. In case the samples do not match any of requested specifications the bidder(s) must amend the samples within three days until being comply with the requested specifications.

4.2 **Financial Evaluation**

1. UNRWA will take into consideration the Total Cost of Ownership when awarding vendors and will therefore limit the number of awards for consolidation purposes if deemed in the interest of UNRWA.

2. Purchase order will be issued to cover the immediate requirements for several schools at (North Amman, South Amman, Zarqa and Irbid areas).

3. The results of the tender will be used to issue long term agreement (LTA) for five years (3+1+1). Due to market fluctuation and to guarantee that the lowest priced services are achieved, UNRWA will conduct a secondary
bidding process among the LTA holders every scholastic year, after the identification of the lowest priced offers an order can be issued directly to the recommended LTA holder.

SECTION 5: SCHEDULE OF REQUIREMENTS


SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

6.1 General Conditions of Contract

In the event of a Contract, it will be subject to UNRWA’s General Conditions of Contract (GCC) which are available on the UNRWA website: https://www.unrwa.org/procurement/how-we-operate.

6.2 Special Conditions of Contract [Not applicable]

6.3 Contract Form:

In the event of an award, the following sample Contract will be used: for the provision of goods
united nations relief and works agency
for Palestine refugees in the near east
وكالة الأمم المتحدة لإغاثة وتشغيل اللاجئين الفلسطينيين في الشرق الأدنى

CONTRACT No.

BETWEEN

THE UNITED NATIONS RELIEF AND WORKS AGENCY FOR PALESTINE REFUGEES IN THE NEAR EAST (UNRWA)

AND

FOR

THE PROVISION OF ---------------------

Amount: JOD ------------- for --------- years (------)

Name:
Address:
Tel:
Email:
TABLE OF CONTENTS

ARTICLE 1: CONTRACT DOCUMENTS
ARTICLE 2: TERM OF CONTRACT
ARTICLE 3: REPRESENTATIONS AND WARRANTIES: RESPONSIBILITIES OF VENDOR
ARTICLE 4: ORDERS
ARTICLE 5: PRICE; PAYMENT
ARTICLE 6: CONSORTIUM BUYING
ARTICLE 7: INSPECTIONS
ARTICLE 8: DEFECTIVE OR NON-CONFORMING GOODS
ARTICLE 9: LICENSES, PERMITS, AND OTHER AUTHORIZATIONS
ARTICLE 10: LIQUIDATED DAMAGES
ARTICLE 11: WARRANTIES
ARTICLE 12: NOTICES
ARTICLE 13: TERMINATION OR SUSPENSION OF CONTRACT
ARTICLE 14: UN SUPPLIER CODE OF CONDUCT
ARTICLE 15: MOST FAVOURED CUSTOMER TREATMENT
ARTICLE 16: DESIGNATION OF THE PARTIES’ CONTRACT MANAGERS
This Contract is entered into by and between (i) the United Nations Relief and Works Agency for Palestine Refugees in the Near East (“UNRWA”), an international inter-governmental organization and

(ii) ----------------------, a corporation organized under the laws of Jordan with its principal office located at ------------------------------ (the "Vendor").

UNRWA and the Vendor are collectively referred to herein as the "Parties", and each individually as a "Party".

WITNESSETH

WHEREAS, UNRWA wishes to establish a contract for the provision of ---------------- for UNRWA ------- ------ in -------------- in accordance with the terms and conditions at the requirement set forth in its tender ITB/PS/(IM)/29/22# -------------.

WHEREAS, the Vendor is engaged for the provision of --------- product for UNRWA -------------- in ------ ------- and represents that it is ready, willing and able to sell such goods in accordance with the terms and conditions set forth in this Contract;

NOW THEREFORE in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
CONTRACT DOCUMENTS

1.1 This document, together with the Annexes hereto and the other named documents referred to below, all of which are incorporated herein by reference, constitute the entire Contract (the "Contract" or this "Contract") between UNRWA and the Vendor:

Annex A: UNRWA General Conditions of Contract for the provision of goods and services

Annex B: Document setting forth the goods to be procured and the technical specifications and/or the description for same, clearly evidencing UNRWA’s requirements (the “Specifications”)

Annex C: Price list and delivery time.

Annex D: Sample Purchase Order

The following documents are referred to in this Contract only as aids in interpretation of the rights and obligations of the Parties under the Contract but shall not be construed, for any purposes or under any circumstances, as creating any such rights or obligations:
UNRWA Invitation to Bid, ITB/PS/(IM)/29/22# ----------- dated ----------- including clarifications and the Contractor’s technical and financial proposals in response to ITB/PS/(IM)/29/22# ---- ----- dated ---------------

The bid document and the contractors referred to in this Article 1.1 are not attached hereto but are known to, and in the possession of, the Parties.

1.2 The documents comprising the Contract are complementary of one another, but in case of ambiguities, discrepancies or inconsistencies among them, the following order of priority shall apply:

   i. First, this document;
   ii. Second, Annex A;
   iii. Third, Annex B;
   iv. Fourth, Annex C;
   v. Fifth, Annex D ;

1.3 This Contract embodies the entire agreement of the Parties with regard to the subject matter hereof and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as herein expressly set forth.

1.4 Any document or receipt issued in connection with this Contract shall be consistent with the terms and conditions of this Contract and, in case of any inconsistency, the terms and conditions of this Contract shall prevail.

1.5 This Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with this Contract, shall be deemed to include, and shall be interpreted and applied consistently with, the provisions of Article 18 (“Settlement of Disputes”) and Article 19 (“Privileges and Immunities”) of the General Conditions.

ARTICLE 2
TERM OF CONTRACT

2.1 This Contract shall come into effect on (i) the date of signature, if this Contract is signed by the Parties on the same date; or (ii) on the latest date of signature, if this Contract is signed by the Parties on different dates (“Effective Date”).

2.2 This Contract shall remain in effect for a period of --------- from the Effective Date, unless earlier terminated in accordance with the terms of this Contract (the “Initial Term”). UNRWA may, at its sole option, extend the Initial Term of this Contract, under the same terms and conditions as set forth in this Contract for a maximum of ---------- additional periods of up to ------ year each (the
“Extended Term”). UNRWA shall provide a written notice of its intention to do so at least 60 days prior to the expiration of the then initial term.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES; RESPONSIBILITIES OF THE VENDOR

Representations and Warranties

3.1 The Vendor represents and warrants that:

3.1.1 it is duly organized, validly existing and in good standing;

3.1.2 all of the information it has provided to UNRWA concerning provision of the Goods pursuant to this Contract is true, correct, accurate and not misleading; and

3.1.3 it is financially solvent and is able to provide the Goods to UNRWA in accordance with the terms and conditions of the Contract.

Responsibilities of the Vendor

3.2 The Vendor shall supply to UNRWA the quantity of goods as described in the in Annexes B and C (the “Goods”), conforming to the terms and conditions of this Contract. The Vendor shall supply the Goods only upon issuance by UNRWA of duly executed Orders (as defined below) in accordance with this Contract. Each supply of Goods shall be in the quantities and at the times specified in the relevant Order and shall in all other respects be in accordance with the requirements set forth in this Contract and such Order.

3.3 The Parties acknowledge that nothing in this Contract commits, or shall be construed as committing, UNRWA to deal with the Vendor as an exclusive or sole-source supplier of the Goods.

3.4 In the event that an Order does not contain all information required to fulfil the Order, the Vendor shall promptly contact UNRWA by in writing as detailed in Article 12 “Notices” below.

3.5 In the event of any special packing and marking requirements in addition to those in Annex B and Article 6.3 (“Packaging of the Goods”) of UNRWA General Conditions of Contract (Annex A), the Vendor shall not be entitled to any additional compensation for packing or marking the Goods.

3.6 Delivery of Goods
3.6.1 The Vendor shall deliver the Goods in accordance with Annexes B, C and D, the ICC Incoterms 2020, the terms and conditions of this Contract and in accordance with the other instructions specified in the relevant Order.

3.6.2 Partial deliveries of Goods shall not be accepted unless prior written approval for such partial delivery has been given by UNRWA to the Vendor.

3.6.3 Each delivery must be accompanied by standard transport documents indicating the number of the corresponding Purchase Order and the name of the Organisation issuing the order.

3.6.4 Vendor shall provide UNRWA with written evidence of delivery. Such evidence of delivery shall, at a minimum, consist of an invoice, and other supporting shipment documentation as may be specified in the Purchase Order issued by UNRWA. Prior to each delivery of Goods, the Vendor shall notify UNRWA in writing. Each notification shall make reference to the Contract number and the purchase order number.

3.7 Except as expressly provided in this Contract, the Vendor shall be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance of its obligations under this Contract.

3.8 The Vendor shall designate a Project Manager to follow up all issues to include: regular information meetings, answering queries, ordering and follow-up, delivery tracking and tracing, return of items, provision of statistics, information on replacement and new paper products.

3.9 The Vendor shall communicate to UNRWA all technical update and modification on Goods, including any matters related to the validity of mandatory certifications as detailed in Annex B.

3.10 Without prejudice to privileges and immunities to which the Agency, as a United Nations agency, is entitled under international law, the Vendor shall ensure that all products supplied to UNRWA shall have the necessary certification and licenses for distribution in the Countries where they are meant to be used by UNRWA (the “Countries”). The Vendor shall ensure that UNRWA is provided all the documentation and any other non-documentary submissions required in order to allow such distribution, including without limitation those required to release the products from customs and to obtain any approval required from the relevant regulatory authority. For the avoidance of doubt, it is the Vendor’s sole responsibility to identify all such requirements.

ARTICLE 4
ORDERS
4.1 UNRWA shall issue to the Vendor, as required during the Initial Term and/or the Extended Term orders in the form set out at Annex D setting out the quantities and types of Goods required and other instructions for the delivery of Goods (each, an “Order”). No Order shall be valid unless authorized and signed by a duly authorized UNRWA official. Each Order shall, at a minimum, make reference to this Contract, indicate the quantities and type(s) of Goods ordered, unit price(s) and total price of Goods being ordered, time of delivery, and destination. Orders shall be transmitted to the Vendor by emails or other details of Order transmittal and acknowledgment.

4.2 All Orders issued by UNRWA pursuant to this Contract, and all Goods supplied by the Vendor pursuant to such Orders, shall be subject to and governed by the terms and conditions of this Contract, whether or not the Order contains a provision to that effect. In the event of any inconsistency between the terms and conditions of an Order and the terms and conditions of this Contract, the terms and conditions of this Contract shall prevail.

4.3 The Vendor shall promptly acknowledge receipt of each Order, and the date of its receipt, by return email correspondence within 3 days from the date of issue. Any failure by the Vendor to provide such acknowledgement shall not relieve the Vendor from discharging its obligations under the Contract. In case of emergencies, the Vendor may be requested to respond within 24 hours.

4.4 The vendor shall accept changes to or cancelation of orders by UNRWA without penalty or charge, provided UNRWA provides written notice of such change or cancelation not later than 3 days following issuance of the order and prior to the scheduled delivery date.

4.5 UNRWA does not guarantee the order of any minimum quantity of Goods from the Vendor under this Contract. There will be no commitment from UNRWA unless a Purchase Order is raised against the Contract.

ARTICLE 5
PRICE; PAYMENT

5.1 The price of the Goods shall be JOD --------- (-------------) for the entire duration of the contract. Without prejudice to or limiting the provisions of Article 20 (“Tax Exemption”) of the General Conditions, the unit price indicated in the Price List and the total fixed price of be JOD --------- (-------------)for all of the Goods are inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract, including, all taxes, duties, levies, fees and other charges of any nature imposed by any authority or entity. The price of the Goods shall for the entire duration of the Contract including, any Extended Terms, as set forth in the Price List (Annex C)

5.2 The Vendor shall submit to UNRWA its invoices for all Goods supplied to UNRWA in accordance with this Contract, together with such supporting documentation as UNRWA may require, as indicated in each purchase order issued to the vendor. The Vendor’s invoice(s)
shall specify, at a minimum, a description of the Goods (in accordance with the Specifications), the quantities, the unit prices and total price of the Goods (in accordance with the Price List) and the Order to which the invoice relates. Unless otherwise authorized in writing by UNRWA, each invoice submitted shall relate to only one Order.

5.3 Payments under this Contract shall be made to the Vendor thirty days (30 days) from receipt of the Vendor’s invoice and acceptance of goods by UNRWA that the Goods represented by the invoice have been provided and that the Vendor has otherwise performed in conformity with the terms and conditions of this Contract and the Order to which the invoice relates, unless UNRWA disputes the invoice or a portion thereof. Payments shall be made by bank transfer. All payments due to the Vendor under this Contract shall be made by electronic funds transfer to the Vendor’s bank account, the details of which have been notified by the Vendor, as follows:

- **Name of Vendor:** -
- **Name of Bank:** -
- **Bank Address:** -
- **IBAN:** -
- **Currency:** -

5.4 The Vendor acknowledges and agrees that UNRWA may withhold payment in respect of any invoice in the event that, in the opinion of UNRWA, the Vendor has not performed in accordance with the terms and conditions of this Contract, or if the Vendor has not provided sufficient documentation in support of the invoice.

5.5 If UNRWA disputes any invoice or a portion thereof, UNRWA shall notify the Vendor accordingly, including a brief explanation of why UNRWA disputes the invoice or portion thereof. With respect to disputes regarding only a portion of the invoice, UNRWA shall pay the Vendor the amount of the undisputed portion in accordance with Article 5.4 above. UNRWA and the Vendor shall consult in good faith to promptly resolve outstanding issues with respect to any disputed invoice. Once a dispute regarding an invoice or a portion thereof has been resolved, UNRWA shall pay the Vendor the relevant amount within thirty days (30 days) after the final resolution of such dispute.

5.6 In addition to any rights and remedies available to it, and without prejudice to any other rights or remedies that UNRWA may have under this Contract, UNRWA shall have the right, without prior notice to the Vendor, any such notice being waived by the Vendor, upon any amounts becoming due and payable hereunder to the Vendor, to set off, against any amount payable by UNRWA under this Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNRWA to the Vendor) owing by the Vendor to UNRWA hereunder or under any other contract or agreement between the Parties. UNRWA shall promptly notify the Vendor of such set-off and the reasons therefore, provided, however, that the failure to give such notice shall not affect the validity of such set-off.
5.7 Payments made in accordance with this Article shall constitute a complete discharge of UNRWA's obligations with respect to the relevant invoices or portions thereof.

5.8 The Vendor shall not be entitled to interest on any late payment or any sums payable under this Contract nor any accrued interest on payments withheld by UNRWA in connection with a dispute.

ARTICLE 6
CONSORTIUM BUYING

6.1 The Vendor is hereby informed that UNRWA may make the benefits of this Contract available to the other UN Entities. Any Purchase Orders placed by other UN Entities shall, unless otherwise agreed between such UN Entity and the Vendor, be subject to all of the terms and conditions of this Contract, as amended from time to time by Vendor and UNRWA. Purchase Orders placed by other UN Entities shall be the sole responsibility of such UN Entities, and neither UNRWA nor any of the other UN Entities authorized to place Orders under this Contract shall be liable to the Vendor in respect of any such Purchase Order placed under the resulting contract.

ARTICLE 7
INSPECTIONS

7.1 Post-Delivery Inspection

7.1.1 Whether or not a pre-inspection of the Goods has been conducted, following receipt of any Goods, UNRWA or its designated inspection agents shall have the right to inspect the quantities and quality of the Goods and their compliance with the applicable Specifications and other requirements of this Contract, and to conduct analyses of the properties of the Goods in connection with the foregoing.

7.1.2 Neither inspection or testing hereunder nor failure to undertake any such inspection or testing shall relieve the Vendor of any of its warranty or other obligations under this Contract.
ARTICLE 8
RIGHT TO REJECT DEFECTIVE OR NON-CONFORMING GOODS

8.1 Notwithstanding any other rights of the UNRWA under this Contract, where any of the Goods is defective or otherwise do not totally conform to the Specifications, UNRWA may, at its sole option, reject Goods, require the Vendor promptly (i) to provide a full or partial refund upon return of Goods, (ii) to repair Goods or (iii) to replace Goods, and the UNRWA may immediately terminate this Contract. The Vendor shall pay all costs relating to the delivery of such Goods from the UNRWA to the Vendor and any return to the UNRWA. In the event the UNRWA elects to return any of Goods, the UNRWA may procure Goods from another source, and, in addition to any of the UNRWA's other rights under this Contract, the Vendor shall be liable for any additional cost resulting therefrom. Under no circumstances shall the UNRWA be required to accept any Goods not within the Specifications. In the event the UNRWA is entitled to reject any Goods which are defective or non-conforming, UNRWA shall be entitled, prior to returning Goods to the Vendor, to compensation from the Vendor for its reasonable expenses for preserving and storing Goods for the Vendor's account.

8.2 Once contracted, the Vendor shall be responsible for disposal of and/or the return of the rejected goods. The Vendor shall bear the cost of all related activities, including product recall, product replacement.

8.3 In case of non-compliance, either in the quality of the product or appropriate packaging or agreed labelling, the Vendor will be requested to replace the goods at Vendor’s own cost or reimburse UNRWA, as well as to take appropriate actions to eliminate risks to health of users. Should any part of the Goods fail to meet the workmanship and requirements of the specifications, the supplier shall replace the items within the time specified for delivery, or extension granted.

Whenever products do not meet specifications, General Conditions of Contract shall apply. Inspection does not relieve the supplier from its contractual obligations and the Goods are subject to final acceptance after delivery.

8.4 Any Goods delivered by error to UNRWA shall be collected by the Vendor, at its own costs, within 21 days from the date of the erroneous delivery.

ARTICLE 9
LICENSES, PERMITS, AND OTHER AUTHORIZATIONS

9.1 The Vendor shall be responsible for obtaining, at its own cost, all licenses, permits and authorizations from governmental or other authorities necessary for the performance of this Contract.
9.2 The Vendor is responsible to ensure the goods supplied are allowed for distribution in the Country of final destination, in conformity with applicable rules and regulations.

ARTICLE 10
LIQUIDATED DAMAGES

10.1 The Vendor acknowledges the requirement of UNRWA that the Goods be provided in accordance with the time periods set forth in this Contract and Orders issued hereunder. In particular, UNRWA will suffer both financial loss and inconvenience as a result of late performance. The Vendor therefore acknowledges that time is of the essence in relation to the provision of the Goods.

10.2 In the event of the Vendor's failure to comply with the lead time stipulated in the Contract, without prejudice to any other rights or remedies that UNRWA may have under this Contract or otherwise, UNRWA may, at its sole option, demand liquidated damages for such delay ("Liquidated Damages"), up to a maximum deduction of 10.00% of the Purchase Order value, or portion thereof that is delayed.

Such Liquidated Damages shall equal the following amounts in respect of all quantities not delivered within the specified time limits set in the contract:

a. An amount equivalent to 1 % of the invoice value in respect of deliveries made from 1 to 7 days after the specified delivery dates;

b. An amount equivalent to 1.25 % of the invoice value in respect of deliveries made from 8 to 14 days after the specified delivery dates;

c. An amount equivalent to 2.5 % of the invoice value in respect of deliveries made 15 to 21 days after the specified delivery dates;

d. An amount equivalent to 4% of the invoice value in respect of deliveries exceeding 21 days after the specified delivery dates;

said amount is agreed to be a reasonable estimation of the damages which UNRWA will sustain, without UNRWA having to prove any actual damage, and not as a penalty against the Contractor.

A maximum grace period of 7 (seven) calendar days may be permitted. However, if the delivery is not completed within the grace-period, liquidated damages will apply from the day immediately following the original delivery date.
10.3 The Parties agree that any rights to terminate this Contract shall have no effect on UNRWA’
right to claim Liquidated Damages pursuant to this Article 10.

10.4 UNRWA shall have the right to deduct any Liquidated Damages to which it is entitled under
the terms of this Contract from any monies due from UNRWA to the Vendor, or to recover
the same as a debt due from the Vendor.

10.5 Liquidated Damages shall be payable by virtue of the sole fact of the delay without the need
for any previous notice or any legal or arbitral proceedings, or proof of damage, which shall
in all cases be considered as ascertained.

ARTICLE 11
WARRANTIES

11.1 The Contractor represents and warrants that:

11.1.1 it is duly organized, validly existing and in good standing;

11.1.2 it has all necessary power and authority to execute and perform this Contract;

11.1.3 the execution and performance of this Contract will not cause it to violate or breach
any provision in its charter, certificate of incorporation, by-laws, partnership
agreement, trust agreement or other constituent agreement or instrument;

11.1.4 this Contract is a legal, valid and binding obligation, enforceable against it in
accordance with its terms;

11.1.5 all of the information it has provided to UNRWA concerning the provision of the Goods
pursuant to this Contract is true, correct, accurate and not misleading and conform to
the terms and conditions of this Contract, including but not limited to the
specifications set forth in this document and UNRWA Statement of Work (Annex B)
(the "Specifications");

11.1.6 it is financially solvent and is able to provide the Goods to UNRWA or, as applicable,
the Participating Entities in accordance with the terms and conditions of the Contract;

11.1.7 no litigation, arbitration, administrative proceedings or other proceedings are current
or, to its knowledge, pending or threatened in writing, against it or its assets which, if
adversely determined, would reasonably be expected to have a Material Adverse
Effect. For the purpose of this Contract, "Material Adverse Effect" means the effect of
any event or circumstance which is materially adverse to: (a) the business, assets,
operational or financial condition of the Contractor; or (b) the ability of the Contractor
to perform its obligations under this Contract; or (c) the legality, validity or
enforceability of this Contract in a manner which is prejudicial in any material respect to the interests of the United Nations or, as applicable, any Participating Entity;

11.1.8 It will provide discounts on orders and/or shorter delivery times when possible; and,

11.1.9 all warranties stipulated in ITB/PS/(IM)/29/22 will apply.

**ARTICLE 12**

**NOTICES**

12.1 Except as otherwise specified in this Contract, all notices and other communications between the Parties required or contemplated under this Contract shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized overnight delivery service; (iii) postage prepaid, return receipt requested, certified mail; or (iv) email, transmitted to the Party for whom intended at the address shown below or such other address or number as the intended recipient previously shall have designated by written notice given pursuant to this Contract.

**If to the Vendor:**

Tel: | Fax:
Email:

**If to UNRWA:**

For contractual and commercial issues:

UNRWA
--------------------
Email: CSSD@unrwa.org

12.2 Notice by mail or recognized overnight delivery service shall be effective on the date it is officially recorded as delivered to or refused by the intended recipient by return receipt or equivalent. All notices and other communications required or contemplated by this Contract delivered in person or by email shall be deemed to have been delivered to and received by the addressee and shall be effective on the date of actual receipt.

**ARTICLE 13**

**TERMINATION OR SUSPENSION OF CONTRACT**

13.1 Notwithstanding and in addition to the termination rights provided in Article 15 of UNRWA General Conditions of Contract (Annex A) “Termination”, and without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise, UNRWA
may, in its sole discretion and without giving any reasons therefore, terminate the Contract without cause, in whole or in part upon ninety (90) days written notice to the Vendor. In the event of termination pursuant to this Article 13.1, UNRWA shall only be responsible for payment for Services satisfactorily performed by the Vendor in accordance with this Contract prior to the date of the termination notice.

13.2 Notwithstanding any other rights under this Contract, UNRWA in its sole discretion, may at any time during the term of this Contract suspend the Contract upon thirty (30) days written notice to the Vendor.

13.3 Upon expiration or any notice of termination of this Contract, the Vendor shall take immediate steps to terminate its activities in a prompt and orderly manner. In addition, the Vendor shall provide such information and take such actions as may be reasonably requested by UNRWA for the preservation and protection of:

(i) the work and services already performed by the Vendor and the results thereof and

(ii) any and all property of UNRWA provided to the Vendor.

ARTICLE 14
UN SUPPLIER CODE OF CONDUCT

14.1 The Vendor shall comply with the UN Supplier Code of Conduct available under: https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct.

ARTICLE 15
MOST FAVOURED CUSTOMER TREATMENT

15.1 The Vendor shall agree to accord the Most Favoured Customer treatment to UNRWA and other UN Entities using this Contract, by which it binds itself to grant to UNRWA and other UN Entities the same terms as are then, or may be thereafter, granted to any other international organizations or UN entities which receives from the Vendor the most favourable terms. In effect, under the terms of the Contract, UNRWA and other UN entities shall not be treated less advantageously than any other international organization or UN entity which was granted the most favourable terms.

15.2 If the Vendor grants any other international organization or UN entity more favored terms than those granted under this Contract, the Vendor shall notify immediately UNRWA and other UN Entities in writing, which will have the undisputable right to benefit from the aforementioned more favorable terms.
15.3 Upon receipt of this notice, the Parties will confer as soon as practicable to agree upon the most appropriate way to implement those conditions, which will take the form of an amendment to this Contract.

ARTICLE 16
DESIGNATION OF THE PARTIES’ CONTRACT MANAGERS:

16.1 For the purpose of the performance of this Contract, the following individuals have been designated by the Parties to represent them as far as their own individual competence and qualifications are concerned. It is understood that any decisions by such Contract Managers which would increase or decrease UNRWA’s financial liability shall only be binding on UNRWA if they are the subject of a formal amendment to this Contract, duly signed by the Authorized Official.

16.1.1 UNRWA has designated as its Contract Managers the following persons:

Tel:
Email:

16.1.2 The Vendor has designated as its Contract Manager the following person:

Tel: | Fax:
Email:

IN WITNESS WHEREOF, the parties have, through their authorized representatives, subscribed to this contract on the date herein below written.

For the VENDOR

Name:
Title:

______________________
Place, Date
______________________
Signature

For UNRWA

Name:
Title:

______________________
Place, Date
______________________
Signature
SECTION 7: BIDDING FORMS

Form A: Acknowledgement letter

Form B: Checklist

Form C: Bid Submission

Form D: Bidder Information

Form E: Joint Venture / Consortium / Association Information

Form F: Not applicable

Form G: Not applicable

Form H: Price Schedule

Form I: Not applicable

Form J: Performance Bond
FORM A: ACKNOWLEDGEMENT LETTER

Please acknowledge receipt of this ITB by completing this form and returning it by email to the address, and by the date specified, in the Letter of Invitation.

To:  
Iman Mustafa and Yousef Aburidi  
Email: CSSD@UNRWA.ORG

From:  
Click or tap here to enter text.

Subject  
ITB reference ITB/PS/(IM)/29/22

### Check the appropriate box

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ YES, we intend to submit a bid.</td>
</tr>
<tr>
<td>☐ NO. We are unable to submit a competitive offer for the requested goods/works/services at the moment</td>
</tr>
</tbody>
</table>

If you selected NO above, please state the reason(s) below:

### Check applicable

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ The requested goods/services are not within our range of supply</td>
</tr>
<tr>
<td>☐ We are unable to submit a competitive offer for the requested products at the moment</td>
</tr>
<tr>
<td>☐ The requested products are not available at the moment</td>
</tr>
<tr>
<td>☐ We cannot meet the requested specifications</td>
</tr>
<tr>
<td>☐ We cannot offer the requested type of packing</td>
</tr>
<tr>
<td>☐ We can only offer FCA prices</td>
</tr>
<tr>
<td>☐ The information provided for bidding purposes is insufficient</td>
</tr>
<tr>
<td>☐ Your ITB is too complicated</td>
</tr>
<tr>
<td>☐ Insufficient time is allowed to prepare a bid</td>
</tr>
<tr>
<td>☐ We cannot meet the delivery requirements</td>
</tr>
<tr>
<td>☐ We cannot adhere to your terms and conditions e.g. payment terms, request for performance security, etc. Please provide details below.</td>
</tr>
<tr>
<td>☐ Sustainability criteria/requirements are too stringent (if applicable)</td>
</tr>
<tr>
<td>☐ We do not export</td>
</tr>
<tr>
<td>☐ We do not sell to the UN</td>
</tr>
<tr>
<td>☐ Your volume is too small and does not meet our order quantity</td>
</tr>
<tr>
<td>☐ Our production capacity is currently full</td>
</tr>
<tr>
<td>☐ We are closed during the holiday season</td>
</tr>
<tr>
<td>☐ We had to give priority to other clients’ requests</td>
</tr>
<tr>
<td>☐ We do not sell directly but through distributors</td>
</tr>
<tr>
<td>☐ We have no after-sales service available</td>
</tr>
<tr>
<td>☐ The person handling the bids is away from the office</td>
</tr>
<tr>
<td>☐ Other (please provide reasons below):</td>
</tr>
</tbody>
</table>

**Further information:** Click or tap here to enter text.

| ☐ We would like to receive future ITBs for this type of goods |
| ☐ We don’t want to receive ITBs for this type of goods |

Questions to the bidder concerning the reasons for NO BID should be addressed to Click or tap here to enter text. phone Click or tap here to enter number., email Click or tap here to enter text..
FORM B: CHECKLIST

This form serves as a checklist for preparation of your bid. Please complete the returnable bidding forms in accordance with the instructions and return them as part of your bid submission: No alteration to the format of forms shall be permitted and no substitution shall be accepted.

Before submitting your bid, please ensure compliance with the instructions in Section 2: Instructions to Bidders and Section 3: Data Sheet.

This form does not have to be returned and simply serves as a tool for bidders to ensure that they have included all necessary forms.

**Technical bid:**

<table>
<thead>
<tr>
<th>Have you duly completed all the returnable bidding forms?</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>▪ Form C: Bid Submission</td>
<td>☐</td>
</tr>
<tr>
<td>▪ Form D: Bidder Information</td>
<td>☐</td>
</tr>
<tr>
<td>▪ Form E: Joint Venture/Consortium/Association Information</td>
<td>☐</td>
</tr>
<tr>
<td>▪ Form F: not applicable</td>
<td>☐</td>
</tr>
<tr>
<td>▪ Form G: not applicable</td>
<td>☐</td>
</tr>
<tr>
<td>▪ From I: not applicable</td>
<td>☐</td>
</tr>
<tr>
<td>▪ [Add other forms as necessary]</td>
<td>☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</th>
<th>☐</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Have you provided the required documents in support of Form D: Bidder Information?</th>
<th>☐</th>
</tr>
</thead>
</table>

**Price Schedule:**

<table>
<thead>
<tr>
<th>Have you duly completed all the returnable bidding forms?</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>▪ Form H: Price Schedule</td>
<td>☐</td>
</tr>
</tbody>
</table>
FORM C: BID SUBMISSION

Name of bidder: 
Date: 
ITB reference: ITB/PS/(IM)/29/22

We, the undersigned, offer to supply the goods and related services required for in accordance with your Invitation to Bid No. Click or tap here to enter text. We hereby submit our bid, which includes this Technical Bid and Price Schedule.

The total price of our bid, excluding any discounts offered below is: Insert amount in words and figures, indicating amount(s) and respective currency(ies) (by lots if applicable).

The discounts offered and the methodology of their application are:

- **Discounts:** If our bid is accepted, the following discounts shall apply Specify in detail each discount offered and the specific item of the Schedule of Requirement to which it applies, including if applicable discounts for accelerated payment.

- **Methodology of application of the discounts:** The discounts shall be applied using the following method: Specify in detail the method that shall be used to apply the discounts.

**Bidder Declaration:** on behalf of our firm, its affiliates, subsidiaries and employees, including any JV / Consortium / Association members or subcontractors or suppliers for any part of the contract.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>
| ☐   | ☐  | **Requirements and Terms and Conditions:** I/We have read and fully understand the ITB, including the ITB Information and Data Sheet, Schedule of Requirements, the General Conditions of Contract and any Special Conditions of Contract. I/we confirm that the bidder agrees to be bound by them.
| ☐   | ☐  | I/We confirm that the bidder has the necessary capacity, capability and necessary licenses to fully meet or exceed the requirements and will be available to deliver throughout the relevant contract period.
| ☐   | ☐  | **Ethics:** In submitting this bid I/we warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any competitor; has not directly or indirectly approached any representative of UNRWA (other than the point of contact) to lobby or solicit information in relation to the ITB; has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of UNRWA.
| ☐   | ☐  | I/We confirm to undertake not to engage in proscribed practices, or any other unethical practice, with UNRWA or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to UNRWA. I/We have read and will adhere to the [United Nations Supplier Code of Conduct](#) and understand that adherence to it is a requirement for participating in any solicitation exercise of UNRWA.
| ☐   | ☐  | **Conflict of interest:** I/We warrant that the bidder has no actual, potential or perceived conflict of interest in submitting this bid, or entering into a contract to deliver the requirements. Where a conflict of interest arises during the ITB process the bidder will report it immediately to UNRWA’s Point of Contact.
| ☐   | ☐  | **Prohibitions, Sanctions:** I/We hereby declare that our firm, its affiliates or subsidiaries or employees, including any Joint Venture/Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by UNRWA or any other entity of the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group.
| ☐   | ☐  | I/We do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in...
<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);

| ☐   | ☐  |

**Bankruptcy:** I/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future.

| ☐   | ☐  |

**Bid Validity Period:** I/We confirm that this bid, including the price, remains open for acceptance for the bid validity period.

| ☐   | ☐  |

I/We understand and recognize that you are not bound to accept any bid you receive and we certify that the goods offered in our bid are new and unused.

| ☐   | ☐  |

By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organisation/s to make this declaration on its/their behalf.

Name: ____________________________________________

Title: ____________________________________________

Date: ____________________________________________

Signature: ________________________________________

[Stamp with official stamp of the bidder]
## FORM D: BIDDER INFORMATION

<table>
<thead>
<tr>
<th>ITB Reference</th>
<th>ITB/PS/(IM) /29/22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal name of bidder</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Legal Address, City, Country</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Website</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Year of registration</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Bidder’s Authorized Representative information</td>
<td>Name and Title: Click or tap here to enter text. Telephone numbers: Click or tap here to enter text. Email: Click or tap here to enter text.</td>
</tr>
<tr>
<td>Legal structure</td>
<td>Choose an item.</td>
</tr>
<tr>
<td>Organisational type</td>
<td>Choose an item.</td>
</tr>
<tr>
<td>Current Licenses, if any, and permits (with dates, numbers and expiration dates)</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>No. of full-time employees</td>
<td>Click or tap here to enter number.</td>
</tr>
<tr>
<td>No. of staff involved in similar supply contracts</td>
<td>Click or tap here to enter number.</td>
</tr>
<tr>
<td>Are you a UNGM registered vendor?</td>
<td>☐ Yes ☐ No If yes, insert UNGM Vendor Number</td>
</tr>
<tr>
<td>Years of supplying to UN organisations</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Are you an UNRWA vendor?</td>
<td>☐ Yes ☐ No If yes, insert Vendor Number</td>
</tr>
<tr>
<td>Countries of operation</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Subsidiaries in the region (please indicate names of subsidiaries and addresses, if relevant to the bid)</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Commercial Representatives in the country: Name/Address/Phone (for international companies only)</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Presence and characteristics of in-house quality control laboratory (if relevant to bid)</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Does your Company have a corporate environmental policy or environmental management system such as ISO 14001 or ISO 14064 or equivalent?</td>
<td>Tick all that apply and provide supporting documentation. ☐ Corporate Environmental Policy ☐ ISO 14001 ☐ ISO 14064 ☐ Other, specify Click or tap here to enter text.</td>
</tr>
<tr>
<td>Does your organization demonstrate significant commitment to sustainability, including the following aspects that have been identified in the UN Sustainable Procurement Framework?</td>
<td>Attach a formal statement that outlines your organisation’s commitment to sustainability, where possible providing evidence of tangible results that demonstrate progress such as: Tick all that are attached: ☐ Formal statement</td>
</tr>
</tbody>
</table>
- Environmental: prevention of pollution, sustainable resources; climate change and mitigation and the protection of the environment, biodiversity.
- Social: human rights and labour issues, gender equality, sustainable consumption, and social health and wellbeing.
- Economic: whole life cycle costing, local communities and small or medium enterprises, and supply chain sustainability.

<table>
<thead>
<tr>
<th>Does your company belong to a diverse supplier group including micro, small or medium sized enterprise, women or youth owned business or other? (If yes, please provide details and documentation)</th>
<th>Click or tap here to enter text.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is your company inclusive of persons with disabilities, i.e. do you hire persons with disabilities, do you have a disability inclusion policy or do you consider accessibility in the design of your products, services or supply chain? (If yes, please provide details and documentation)</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Is your company a member of the UN Global Compact Choose an item. If yes, please provide a link to your Global Compact profile: Click or tap here to enter text.</td>
<td></td>
</tr>
<tr>
<td>Contact person that UNRWA may contact for requests for clarifications during bid evaluation Name and Title: Click or tap here to enter text. Telephone numbers: Click or tap here to enter text. Email: Click or tap here to enter text.</td>
<td></td>
</tr>
</tbody>
</table>
FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

<table>
<thead>
<tr>
<th>Name of bidder:</th>
<th>Click or tap here to enter text.</th>
<th>Date:</th>
<th>Click or tap to enter a date.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB reference:</td>
<td>ITB/PS/(IM) /29/22</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

To be completed and returned with your bid if the bid is submitted as a Joint Venture/Consortium/Association.

<table>
<thead>
<tr>
<th>No</th>
<th>Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)</th>
<th>Proposed proportion of responsibilities (in %) and type of goods, works and/or services to be performed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Click or tap here to enter text.</td>
<td>Click or tap here to enter text.</td>
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<tr>
<td>2</td>
<td>Click or tap here to enter text.</td>
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<tr>
<td>3</td>
<td>Click or tap here to enter text.</td>
<td>Click or tap here to enter text.</td>
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</tbody>
</table>

Name of leading partner
(with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)

<table>
<thead>
<tr>
<th>Name of partner:</th>
<th>Click or tap here to enter text.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>______________________________</td>
</tr>
<tr>
<td>Date:</td>
<td>______________________________</td>
</tr>
</tbody>
</table>

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture OR ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to **Click or tap here to enter text** for the fulfilment of the provisions of the Contract.

<table>
<thead>
<tr>
<th>Name of partner:</th>
<th>Name of partner:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>______________________________</td>
</tr>
<tr>
<td>Date:</td>
<td>______________________________</td>
</tr>
</tbody>
</table>

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<tr>
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<td>______________________________</td>
</tr>
<tr>
<td>Date:</td>
<td>______________________________</td>
</tr>
</tbody>
</table>
FORM F: not applicable
This form is not applicable for this specific procurement case.

FORM G: not applicable
This form is not applicable for this specific procurement case.

FORM H: PRICE SCHEDULE
A representative list of the items required by UNRWA is attached as Form H-Price Schedule
Bidder should submit its prices using attached as form H–Price Schedule.
FORM J: Performance Bond

Messer’s: United Nations Relief and Works Agency for Palestine Refugees in the Near East

(UNRWA)

Performance Bond

Invitation to Bid No: ________________________

For

The Supply of ________________________________

For UNRWA

Dear Madam/Sir,

We have the honor to inform you that our establishment guarantees jointly and severally in your favor Messer’s ____________________ for the amount of JOD ____________ for the good performance of the contract for the supply of ________________________.

This unconditional guarantee shall remain valid and irrevocable and shall not be restricted, delayed or in any way encumbered by any dispute that may arise between us, The United Nations Relief and Works Agency for Palestine Refugees, and ______________ , or by any other reason, until ______________.

In the event of Messer’s ____________________ not fulfilling their obligations towards the said contract, we undertake to pay in cash to you upon your first demand and not withstanding any objections on the part of the said Messer’s ______________________, the Sum of ______________________.

For the execution of this guarantee, we elect domicile at our office in (Bank Address)

Yours faithfully

Bank Name