INVITATION TO BID (ITB)

Supply of New Vehicles for UNRWA at Jordan Field

ITB Reference No.: ITB/PS/(IM)/41/22
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: Eligibility and Qualification
  - Form G: Not applicable
  - Form H: Price Schedule
  - Form I: Not applicable
  - Form J: Mandatory Detailed Technical Specifications for (Electric Vehicle Sedan or Hatchback)
  - Form K: Mandatory Detailed Technical Specifications for (SUV, 4WD, Plugin or Hybrid vehicle)
  - Form L: Spare Parts Price Schedule
  - Form M: Shipping Instructions for Jordan

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 22 September 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: Gemma Habib, Head Procurement Section
Date: 18 September 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 [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.
10. Language

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.

11. Documents establishing eligibility and qualifications of the bidder

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.

12. Technical bid

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.

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.

### 17. Bid Security

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.

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.

If the bid security amount or its validity period is found to be less than is required by UNRWA, UNRWA may reject the bid.

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.

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).

The bid security may be forfeited by UNRWA, and the bid rejected, in the event of any, or combination, of the following conditions:

- If the bidder withdraws its offer during the period of the bid validity specified in Section 3: Data Sheet, or;
- In the event the successful bidder fails:
  - to sign the Contract after UNRWA has issued an award; or
  - 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.

### 18. Joint Venture, Consortium or Association

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:

- 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
- 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.

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.

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.

The lead entity will sign the contract for and on behalf of all other member entities.

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.

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.
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.

| 19. Only one bid | 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. Bids submitted by two (2) or more bidders shall all be rejected if they are found to have any of the following:
- they have at least one controlling partner, director or shareholder in common; or
- any one of them receive or have received any direct or indirect subsidy from the other/s; or
- they have the same legal representative for purposes of this ITB; or
- 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;
- 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. |

| 20. Alternative bids | 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.

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. |

| 21. Pre-bid conference | 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.

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.

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. |
UNRWA will not issue any formal answers to questions from bidders regarding the ITB or bid process during the pre-bid conference. All questions shall be submitted in accordance with Article 39 (Clarification of Bids).

The pre-bid conference shall be conducted for the purpose of providing background information only. Without limiting Article 24 (Bidders Responsibility) bidders shall not rely upon any information, statement or representation made at the pre-bid conference unless that information, statement or representation is confirmed by UNRWA in writing.

Answers to questions raised during the pre-bid conference will be disseminated as specified in Section 3: Data Sheet. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the minutes of the bidder’s conference or issued/posted as an amendment to ITB.

### 22. Site inspection

When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.

If it is stated in Section 3: Data Sheet that the site inspection is mandatory, a bidder which does not attend the site inspection shall become ineligible to submit a bid under this ITB.

If it is stated in Section 3: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested bidder.

Bidders participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the bidders to participate in a site inspection.

Prior to attending a site inspection, bidders may need to execute an indemnity and a waiver releasing UNRWA in respect of any liability that may arise from:

(i) loss of or damage to any real or personal property;
(ii) personal injury, disease or illness to, or death of, any person;
(iii) financial loss or expense, arising out of the carrying out of that site inspection; and
(iv) transportation by UNRWA to the site (if provided) as a result of any accidents or malicious acts by third parties.

UNRWA will not issue any formal answers to questions from bidders regarding the ITB or bid process during a site inspection. All questions shall be submitted in accordance with Article 7 (Clarification of solicitation documents).

A site inspection will be conducted for the purpose of providing background information only. Without limiting Article 24 (Bidders Responsibility), bidders shall not rely upon any information, statement or representation made at a site inspection unless that information, statement or representation is confirmed by UNRWA in writing.

### 23. Errors or omissions

Bidders shall immediately notify UNRWA in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the ITB, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

Bidders shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

### 24. Bidders responsibility to inform themselves

Bidders shall be responsible for informing themselves in preparing their bid. In this regard, bidders shall ensure that they:
• 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.
<table>
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<tr>
<th>37. Evaluation of prices</th>
<th>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.</th>
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<tr>
<td>38. Post-qualification</td>
<td>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:</td>
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<td>a) Verification of accuracy, correctness and authenticity of information provided by the bidder;</td>
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<td>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;</td>
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<td>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;</td>
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<td>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;</td>
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<td>e) Physical inspection of the bidder’s offices, branches or other places where business transpires, with or without notice to the bidder;</td>
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<td>f) Other means that UNRWA may deem appropriate, at any stage within the selection process, prior to awarding the contract.</td>
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<td>39. Clarification of bids</td>
<td>UNRWA may request clarification or further information in writing from the bidders at any time during the evaluation process.</td>
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<td>UNRWA may use such information in interpreting and evaluating the relevant bid but is under no obligation to take it into account.</td>
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<td>40. Responsiveness of bid</td>
<td>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:</td>
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<td>a) affects in any substantial way the scope, quality, or performance of the goods, services and/or works specified in the contract; or</td>
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<td>b) limits in any substantial way, inconsistent with the bidding documents, UNRWA’s rights or the bidder’s obligations under the contract; or</td>
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<td>c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.</td>
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<td>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.</td>
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<td>41. Nonconformities, reparable errors and omission</td>
<td>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.</td>
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<td>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.</td>
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<td>For bids that have passed the preliminary examination, UNRWA shall check and correct arithmetical errors as follows:</td>
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<td>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</td>
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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)/41/22. The goods include the supply of Supply of New Vehicles for UNRWA at Jordan Field in Jordan as further described in Section 5 of this ITB.</td>
</tr>
<tr>
<td>4. Eligible bidders</td>
<td>Proposers from all countries/territories are eligible to participate in this proposal process.</td>
</tr>
<tr>
<td>7. Clarification of solicitation documents</td>
<td>Contact details for clarification of solicitation documents: Focal Person: Iman Mustafa or Yousef Abu Ridi E-mail address: <a href="mailto:tender.queries@unrwa.org">tender.queries@unrwa.org</a>; <strong>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.</strong> Deadline for submitting requests for clarifications / questions: Date: 26 September 2022 Time: 1:00 PM Time zone: Amman Time Deadline for submitting UNRWA response: Date: 03 October 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.</td>
</tr>
<tr>
<td>10. Language</td>
<td>All bids, information, documents and correspondence exchanged between UNRWA and the bidders in relation to this bid process shall be in English language.</td>
</tr>
<tr>
<td>14. Currency</td>
<td>Prices shall be quoted in United State Dollars (USD)</td>
</tr>
<tr>
<td>15. Duties and taxes</td>
<td>All prices shall: Be exclusive of VAT and other applicable indirect taxes.</td>
</tr>
<tr>
<td>16. Bid validity period</td>
<td>120 days</td>
</tr>
<tr>
<td>17. Bid security</td>
<td>Not Required</td>
</tr>
<tr>
<td>20. Alternative bids</td>
<td>Shall not be considered.</td>
</tr>
<tr>
<td>21. Pre-bid conference</td>
<td>Will not be conducted</td>
</tr>
<tr>
<td>22. Site inspection</td>
<td>A site inspection will not be held.</td>
</tr>
</tbody>
</table>
|   | **Instruction for bid submission** | **Allowable manner of submitting proposals:**  
☒ E-tendering (In-Tend): 10 October 2022 – 1:00 PM Amman Time  

**SUBMISSION BY E-TENDERING**  
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. |
|---|---|---|
|   | **Deadline for bid submission** | **Date:** 10 October 2022  
**Time:** 1:00 PM  
**Time zone:** Amman Time  

Expected date for commencement of contract |  

10 November 2022  

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]  

Performance security |  

Not Required  

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  

Advance payment |  

Not Allowed  

If allowed, Bank Guarantee Choose an item.  

Liquidated Damages |  

Will be imposed as follows:  

Will be imposed as follows:  

Percentage of contract price per day of delay:  

1% of the contract value in respected deliveries made from 1 to 7 days after the specified delivery dates.  

1.25% of the contract value in respect of deliveries made from 8 to 14 days after the specified delivery dates.  

2.5% of the contract value in respect of deliveries made 15 to 21 days after the specified delivery dates.  

4% of the contract value in respect of deliveries made more than 22 days after the specified delivery dates.  

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 above amounts in respect of all quantities not delivered within the specified time limits set in the contract.  

Payment Term: |  

The payment will be 30 days from receiving the original invoice and acceptance of goods. |
SECTION 4: EVALUATION CRITERIA

4.1 Mandatory Technical Evaluation Criteria:
The bidders should fill the below table:

<table>
<thead>
<tr>
<th>Mandatory Technical Evaluation Criteria</th>
<th>Compliant Yes/No</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Bidders must comply with the mandatory specifications listed in (Section 5 - Schedule of Requirements).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Bidders must enclose in their bids the brochure of the technical description of the proposed vehicle (s) including standard fuel consumption, vehicle equipment and documentation in English or Arabic.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4.2 Financial Evaluation

The Commercial Evaluation will be based on the estimated Total Cost of Ownership taking into consideration the cost of spare parts and Agency best value for money and will therefore limit the number of awards for consolidation purposes if deemed in the interest of UNRWA.

SECTION 5: SCHEDULE OF REQUIREMENTS

Mandatory Detailed Technical Specification as clarified in Form J & K.

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
# Purchase Order

**FROM**  
UNRWA HQA  
Procurement & Logistics Division  
Bayader Wadi Seer  
P.O. Box 140157  
Amman 11814  
Jordan  
Tel: +962 6 5808400  
Fax: +962 6 5864127

**TO**

**PO Number / Version No:**

**LTA/RFQ no:**

**PO Date:**

**PO Amendment Date:**

**UNRWA Reference:**

**Currency:** USD

**Contact Person Details:**

---

<table>
<thead>
<tr>
<th>Delivery Address</th>
<th>Delivery Term</th>
<th>Shipping Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please refer to Purchase Order Delivery details below</td>
<td>All deliveries as per individual line items in accordance with INCOTERMS latest edition</td>
<td>As per attached instructions.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Line</th>
<th>Material/Service</th>
<th>Description</th>
<th>UOM</th>
<th>Price</th>
<th>Ordered Qty</th>
<th>Plant</th>
<th>Basic Value</th>
</tr>
</thead>
</table>

---

Sample
# Purchase Order

<table>
<thead>
<tr>
<th>Payment Term</th>
<th>Billing Instructions</th>
<th>General Conditions of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>45 Days Due Net</td>
<td>Invoice to be sent to the above mentioned address by the name of UNRWA &amp; with the Attn.: Finance department. All communication must have PO number</td>
<td>This Purchase order (PO) has been issued subject to the UNRWA General Conditions of Contract (GCC) which shall form an integral part of this order. A copy of the GCC can be accessed any time under <a href="http://www.unrwa.org/procurement/how-we-operate">www.unrwa.org/procurement/how-we-operate</a>. Non-transmission of the GCC as part of this PO shall not waive applicability thereof.</td>
</tr>
</tbody>
</table>

Sample
Purchase Order

PO Number / Version No: 5015002854
PO Date: 20/12/2015

Acknowledgement: Please accept the Purchase Order as electronically approved and signed by UNRWA's Awarding Authority. Please retain the original copy of the Purchase Order, sign and return the acknowledgement copy within 10 days of receipt as per the PO dispatch date.

On behalf of the Vendor

Approval and Signature: This Purchase Order (PO) is electronically approved and signed by , and does not require a visible 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: Eligibility and Qualification
Form G: Not applicable
Form H: Price Schedule
Form I: Not applicable
Form J: Mandatory Detailed Technical Specifications for (Electric Vehicle Sedan or Hatchback)
Form K: Mandatory Detailed Technical Specifications for (SUV, 4WD, Plugin or Hybrid vehicle)
Form L: Spare Parts Price Schedule
Form M: Shipping Instructions for Jordan
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)/41/22

<table>
<thead>
<tr>
<th>Check the appropriate box</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>YES, we intend to submit a bid.</td>
</tr>
<tr>
<td>☐</td>
<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:

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

Further information: Click or tap here to enter text.

<table>
<thead>
<tr>
<th>Check applicable</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>We would like to receive future ITBs for this type of goods</td>
</tr>
<tr>
<td>☐</td>
<td>We don’t want to receive ITBs for this type of goods</td>
</tr>
</tbody>
</table>

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>
</tr>
</thead>
<tbody>
<tr>
<td>▪ Form C: Bid Submission</td>
</tr>
<tr>
<td>▪ Form D: Bidder Information</td>
</tr>
<tr>
<td>▪ Form E: Joint Venture/Consortium/Association Information</td>
</tr>
<tr>
<td>▪ Form F: Eligibility and Qualification</td>
</tr>
<tr>
<td>▪ Form G: not applicable</td>
</tr>
<tr>
<td>▪ From I: not applicable</td>
</tr>
<tr>
<td>▪ [Add other forms as necessary]</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>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
</tr>
</tbody>
</table>

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

Price Schedule:

<table>
<thead>
<tr>
<th>▪ Form H: Price Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
</tr>
</tbody>
</table>

Mandatory Detailed Technical Specifications:

| ▪ Form J: Mandatory Detailed Technical Specifications for (Electric Vehicle Sedan or Hatchback) | □ |

Mandatory Detailed Technical Specifications:

| ▪ Form K: Mandatory Detailed Technical Specifications for (SUV, 4WD, Plugin or Hybrid vehicle) | □ |

Spare Parts price Schedule:

<table>
<thead>
<tr>
<th>▪ Form L: Spare Parts Price Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
</tr>
</tbody>
</table>

Shipping Instructions:

<table>
<thead>
<tr>
<th>▪ Form M: Shipping Instructions for Jordan</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
</tr>
</tbody>
</table>
**FORM C: BID SUBMISSION**

<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)/41/22</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We, the undersigned, offer to supply the goods and related services required for [Click or tap here to enter text] 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)/41/22</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>
<tr>
<td>Environmental: prevention of pollution, sustainable resources; climate change and mitigation and the protection of the environment, biodiversity.</td>
<td></td>
</tr>
<tr>
<td>Social: human rights and labour issues, gender equality, sustainable consumption, and social health and wellbeing.</td>
<td></td>
</tr>
<tr>
<td>Economic: whole life cycle costing, local communities and small or medium enterprises, and supply chain sustainability.</td>
<td></td>
</tr>
</tbody>
</table>

- [ ] Sustainability report
- [UN Global Compact](https://www.unglobalcompact.org) Communication on Progress
- [Member of the Women Empowerment Principles network](https://wep.un.org)
- [Other, specify](#)

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)*

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)*

Is your company a member of the UN Global Compact

Choose an item.

If yes, please provide a link to your Global Compact profile:

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.](#)
FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

<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>
</tr>
<tr>
<td>2</td>
<td>Click or tap here to enter text.</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>3</td>
<td>Click or tap here to enter text.</td>
<td>Click or tap here to enter text.</td>
</tr>
</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)

Click or tap here to enter text.

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>__________________________</td>
<td>__________________________</td>
</tr>
<tr>
<td>Signature: __________________________</td>
<td>Signature: __________________________</td>
</tr>
<tr>
<td>Date: __________________________</td>
<td>Date: __________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of partner:</th>
<th>Name of partner:</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________________________</td>
<td>__________________________</td>
</tr>
<tr>
<td>Signature: __________________________</td>
<td>Signature: __________________________</td>
</tr>
<tr>
<td>Date: __________________________</td>
<td>Date: __________________________</td>
</tr>
</tbody>
</table>
FORM F: Eligibility and Qualification

Eligibility Criteria:
The bidders should fill the below table:

<table>
<thead>
<tr>
<th>Item</th>
<th>Compliant</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidders must enclose in their bids valid correlating bank account as per business registration details.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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></td>
</tr>
<tr>
<td>Bidders must confirm that they will register their companies under UNGM at least at Level 1 prior to award.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidders must confirm that they are not on any UN Sanction List.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidders must enclose in their bids the company registration certificate as a proof that the company is legally registered.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 and to submit the Excel format along with the signed PDF.

FORM I: BID SECURITY

This form is not applicable for this specific procurement case.

FORM J: Mandatory Detailed Technical Specifications for (Electric Vehicle Sedan or Hatchback)

FORM K: Mandatory Detailed Technical Specifications for (SUV, 4WD, Plugin or Hybrid vehicle)

FORM L: Spare parts Price Schedule

FORM M: Shipping Instructions for Jordan
**Shipping Instructions:**

The customs rules established by Jordan stipulate that:

1. All shipments (of any modalities: air freight – sea freight – land freight) MUST be covered by one invoice and packing list for each separate shipment.

In this respect, if / when any supplier fails to apply this “one invoice per shipment” policy, UNRWA will be forced to claim the additional clearance costs from the supplier.

2. Every invoice covering shipments of any modalities MUST clearly show (in writing) both:
   a) The country of origin; and
   b) The name of the manufacturer.

3) The Jordanian Ministry of Agriculture in respect of the bags / packaging, has issued specific marking requirements, which are:
   1. Origin
   2. Port of destination
   3. Crop year
   4. Manufacturer
   5. A statement indicating that goods are for UNRWA and not for sale.

4) The Jordanian Ministry of Agriculture requires that the data stenciled on bags / packaging

<table>
<thead>
<tr>
<th>Shipping Documents Required for Clearing the Shipments:</th>
<th>Communicating Shipping Information</th>
<th>General Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>For all shipments to be imported into the Hashemite Kingdom of Jordan (all modalities: airfreight – sea freight – land shipments), the following documents are required for the clearance process:</td>
<td>1) It is required that either or both the supplier and the shipper (acting on behalf of the supplier) communicate all information on shipping schedule / dates / notification to both: 1. UNRWA Headquarters – Amman, and 2. UNRWA Jordan Field - Port Operation Officer.) Only through this double communication channels is possible to ensure that proper actions are being taken to receive and clear the shipments in due time.</td>
<td></td>
</tr>
<tr>
<td><strong>Air</strong> Shipments: 1. Airway Bill 2. Invoice 3. Packing List 4. Certificate of Origin. 5. Certificate of Analysis</td>
<td></td>
<td>As such, it is an essential requirement that the shipping documents and related information is dispatched (in soft copies and/or in hard copies) to UNRWA AT LEAST 10 days prior to actual shipping of supplies.</td>
</tr>
<tr>
<td><strong>Sea</strong> Shipments: 1. Bill of Lading – in three original copies (“non negotiable” copies of Bill of Lading are not accepted) 2. Invoice 3. Packing List 4. Certificate of Origin. 5. Certificate of Analysis</td>
<td></td>
<td>Regarding Airfreight cold-chain shipments, are very important NOT to arrived Amman airport during weekend (Friday &amp; Saturday) also during Holidays.</td>
</tr>
<tr>
<td>Special Additional Requirements: 1. Phytosanitary Certificate (this certificate is required that either or both the supplier and the shipper (acting on behalf of the supplier) communicate all information on shipping schedule / dates / notification to both: 1. UNRWA Headquarters – Amman, and 2. UNRWA Jordan Field - Port Operation Officer.) Only through this double communication channels is possible to ensure that proper actions are being taken to receive and clear the shipments in due time.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2) Notification on shipping of perishable supplies (where special cooling conditions are needed) should be done with special attention by BOTH the supplier &amp; the shipper in order for the receiving party to secure that the cold-chain thing is 100% maintained.</td>
<td></td>
<td>Regarding import of goods such as: VHF (Walki – Talki) and armed Vests &amp; Helmets, its need a special permissions from TRC and MoI, in this cases NOT to ship any of the mentioned goods before issuing the necessary Government permissions.</td>
</tr>
<tr>
<td>3) Hard copies of Invoices and Packing Lists covering shipments for Medical and for Basic Commodities are needed the earliest possible (see the General Notes column).</td>
<td></td>
<td>To issue the Government permissions we need to receive the following copies of documents from the</td>
</tr>
</tbody>
</table>
corresponds to the data on the shipment documents:

1. Invoice
2. Packing list
4. Phytosanitary Certificate
5. Health Certificate

5) The Ministry of Agriculture of Jordan requires that for shipments of milk and oil, the production and expiry dates must be stenciled on sachets or bottles.

has to be issued/dated as of 14 days only prior to the date of shipping)

2. Radioactivity Certificate
3. Fumigation Certificate.

b) For animal product shipments:
1. Veterinary Certificate.

c) For medical shipments:
1. Certificate of Analysis for each batch.
2. Free sales Certificate.
3. Complete Product file for the newly supplied Items (for the 1st time) in which consists of:-
   a) Composition certificate
   b) Finished product specifications
   c) Method of Analysis
   d) Shelf life and storage conditions certificate.

d) For Para-Medicals (Sundries/Consumables):-
1. Certificate of Origin
2. Original invoice and packing list.
3. CE certificate duly authenticated from the Notary public or from the chamber of industry and Commerce at the country of origin.
4. Declaration of Conformity certificate duly authenticated from the Notary public or from the chamber of industry and commerce at the country of origin.
5. Updated catalogue for the supplier’s items.
6. For sterile items; there should be a sterility certificate to be submitted with the batch analysis Certificate.
7. all of the above certificates should be provided as originals and not as colored copies (they are going to be checked by the JFDA).

4) For land shipments, 2 week advance notification is to be given prior to actual shipping in order to spare any delay in releasing the carrying trucks from borders as well as to avoid the compensation costs to the trucks drivers.

Suppliers should not proceed to any land shipments without having sent all shipping information/documents to our offices [see 1) above] 10 days in advance.

<table>
<thead>
<tr>
<th>Supplier:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>- Invoice</td>
<td></td>
</tr>
<tr>
<td>- Packing list</td>
<td></td>
</tr>
<tr>
<td>- Certificate of Origin</td>
<td></td>
</tr>
<tr>
<td>- Catalogue</td>
<td></td>
</tr>
</tbody>
</table>

E) Instructions regarding the submission of the working standards and these instructions are to be clarified as follow:-

1- The users are kindly requested to follow up the balances of the concerned standards at
the JFDA before submitting the samples for the quality testing.

2- To supply/provide the JFDA with those concerned standards directly upon the balances at the JFDA were being finished, expired or insufficient.

3- To provide the JFDA with all needed documents and/or certificates to finalize the quality testing process.

4- To commit to provide the JFDA with those standards as needed with no extra or less volumes as follow:-

<table>
<thead>
<tr>
<th>Working Standard Volume per BT.</th>
<th>Number of BTs Supplied to JFDA</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than or equal to 400 mg</td>
<td>(1-2) BTs</td>
<td>Depending on the analysis method and number of batches under one condition is that the volume of each BT should not exceed (1000 mg).</td>
</tr>
<tr>
<td>From 100 to less than 400 mg</td>
<td>(2-3) BTs</td>
<td>Depending on the analysis method and number of batches.</td>
</tr>
<tr>
<td>Less than 100 mg (for single use)</td>
<td>(3-10) BTs</td>
<td>Depending on the analysis method and number of batches.</td>
</tr>
</tbody>
</table>

5- JFDA are able to receive extra volume from those standards but if the item(s) analysis method requires more than one volume for the analysis of each single batch, without exceeding the limits in the above table.
6- Six months is the accepted lower limit of shelf life for the said standards.
7- To take into consideration the storage conditions for those standards and to provide the JFDA with the cold chain tracking report for the standards those need refrigeration since dispatching time and until being handed to the JFDA laboratories (this could be applied for those standards need refrigeration all along the transfer time).
8- Hazardous drugs should have the warning mark clearly on the packages in order to allow the laboratories concerned staff deal with them properly, moreover; the safety data sheet for each item’s working standard should be handed with the relevant documents to the JFDA.
9- All expired working standards are subject to be returned back to the users (companies, drugstores ...etc.), so; kindly commit to receive them upon informing you to do so.

The free period on the Bill of Lading is recommended to be 25 days “free of detention charges”.

Air Way Bills, Bills of Lading and B/L should be in the name of UNRWA; BOTH as “consignee” and “notified party”. This means that in both cases they MUST read as follows:

U.N.R.W.A.
United Nations Relief & Works Agency
Field Procurement & Logistics Department
Um El-Hiran - Madaba street
Amman 11814 - Jordan
P.O. Box # 143464