UNited Nations Relief and Works Agency for Palestine Refugees in the Near East

INVITATION TO BID (ITB)
Title: English Language Training Courses
ITB Reference No.: ITB/UNRWA/CSSD/(MM)/030/2022

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: Terms of Reference
Section 5: Evaluation Criteria
Section 6: Conditions of Contract
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: Technical Bid
- Form G: Price Schedule
- Form H: Form of Contract
- Form I: Performance Bond
- Form J: Instructions for UNGM registration and Bid submission

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 tender.queries@unrwa.org no later than 13 June 2022, or via UNGM/in-tend “correspondences” functionality, bearing the same tender number with the following subject “ITB/UNRWA/CSSD/(MM)/030/2022” indicating whether you intend to submit a bid or not. Any email or correspondence not bearing the following subject “ITB/UNRWA/CSSD/(MM)/030/2022” will not be received. 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.

Julius Birungi
Head Procurement Section (engineering & Services)
Date: 9 June 2022
### SECTION 2: INSTRUCTIONS TO BIDDERS

#### 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](https://www.ungm.org).

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](https://www.ungm.org), that aggregates information disclosed by Agencies, Funds or Programs of the UN System;
- is included in the [Consolidated United Nations Security Council Sanctions List](https://www.un.org/securitycouncil/sanctions/consolidated_list), including the [UN Security Council Resolution 1267/1989 list](https://www.un.org/securitycouncil/resolutions/1267);

### 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


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.

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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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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
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<th>Section</th>
<th>Description</th>
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| 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;
## 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.
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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:

- Verification of accuracy, correctness and authenticity of information provided by the bidder;
- Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
- 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;
- 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;
- Physical inspection of the bidder’s offices, branches or other places where business transpires, with or without notice to the bidder;
- 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:
1. a) affects in any substantial way the scope, quality, or performance of the goods, services and/or works specified in the contract; or
2. b) limits in any substantial way, inconsistent with the bidding documents, UNRWA’s rights or the bidder’s obligations under the contract; or
3. 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:

1. 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;
2. 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
3. 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
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<th>Description</th>
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<td>45.</td>
<td><strong>Right to vary requirement at time of award</strong>&lt;br&gt;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.</td>
</tr>
<tr>
<td>46.</td>
<td><strong>Notification of award</strong>&lt;br&gt;UNRWA will notify the successful bidder in writing by email or post, that its bid has been accepted.</td>
</tr>
<tr>
<td>47.</td>
<td><strong>Debriefing</strong>&lt;br&gt;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.</td>
</tr>
<tr>
<td>48.</td>
<td><strong>Publication of Contract Award</strong>&lt;br&gt;UNRWA may publish the contract award on <a href="https://unitednationsglobalmarketplace.org">United Nations Global Marketplace</a>, with the ITB reference number, the information of the awarded bidder company name, contract amount or LTA and the date of the contract.</td>
</tr>
<tr>
<td>49.</td>
<td><strong>Performance security</strong>&lt;br&gt;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).&lt;br&gt;&lt;br&gt;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.</td>
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<tr>
<td>50.</td>
<td><strong>Bank guarantee for advance payment</strong>&lt;br&gt;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.</td>
</tr>
<tr>
<td>51.</td>
<td><strong>Liquidated Damages</strong>&lt;br&gt;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.</td>
</tr>
<tr>
<td>52.</td>
<td><strong>Bid protest</strong>&lt;br&gt;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.</td>
</tr>
</tbody>
</table>
**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/UNRWA/CSSD/(MM)/030/2022. The services include providing English Language Training Courses for UNRWA staff members 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 services in support of UNRWA’s operations. In the event of UNRWA signing Long Term Agreement(s), the following shall apply: LTA for the provision of providing English Language Training Courses for UNRWA staff members. The expected duration of the LTA is: three years with the possibility of extension for up to two additional years (one year each) 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.</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: E-mail address: <a href="mailto:tender.queries@unrwa.org">tender.queries@unrwa.org</a>. Clarifications are only accepted either i) via e-mail to <a href="mailto:tender.queries@unrwa.org">tender.queries@unrwa.org</a> (please specify “ITB/UNRWA/CSSD/(MM)/030/2022” under the subject) or ii) via in-tend “correspondences” tab. <strong>ATTENTION:</strong> BIDS SHALL NOT BE SUBMITTED TO THE ABOVE-MENTIONED E-MAIL OR CORRESPONDANCE TAB. PLEASE REFER TO INSTRUCTIONS FOR BID SUBMISSION IN ARTICLE 26 OF SECTION 3 (BID DATA SHEET). FAILING TO FOLLOW SUBMISSION INSTRUCTIONS MAY LEAD TO DISQUALIFICATION OF THE YOUR BID. Deadline for submitting requests for clarifications / questions: Date: <strong>13 June 2022</strong> Time: <strong>01:00 PM</strong> Time zone: <strong>Amman Time</strong> Manner of disseminating supplemental information to the ITB and responses / clarifications to queries: <strong>UNGM website</strong></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.</td>
</tr>
<tr>
<td>14. Currency</td>
<td>Prices shall be quoted in “Vendors must indicate the currency of their offer”</td>
</tr>
<tr>
<td>15. Duties and taxes</td>
<td>All prices shall: Be exclusive of VAT and other applicable indirect taxes.</td>
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<tr>
<td>16.</td>
<td>Bid validity period</td>
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<td>17.</td>
<td>Bid security</td>
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<td>20.</td>
<td>Alternative bids</td>
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<td>21.</td>
<td>Pre-bid conference</td>
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<td>22.</td>
<td>Site inspection</td>
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<tr>
<td>26.</td>
<td>Instruction for bid submission</td>
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<td>27.</td>
<td>Deadline for bid submission</td>
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<td></td>
<td>Expected date for commencement of contract</td>
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<td></td>
<td>Contract award to one or more bidder</td>
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<tr>
<td>49.</td>
<td>Performance security</td>
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<tr>
<td>50.</td>
<td>Advance payment</td>
</tr>
<tr>
<td>51.</td>
<td>Liquidated Damages</td>
</tr>
</tbody>
</table>

The nature of services to be provided will depend as and when UNRWA is ready to start the program which cannot be determined at the moment.
SECTION 4: TERMS OF REFERENCE

1. BACKGROUND
   Language and communication skills of the staff are critical for the success of the UNRWA in its mandated duties. It is therefore a priority to strengthen the general communication and English language skills of all staff. UNRWA is seeking to contract a Training Center with extensive and proven experience in teaching English to professionals.

2. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK
   The language training will be offered to the current staff. It is envisaged that the staff be divided into two groups based on their current English proficiency level. The first group will benefit from a basic English language course tailored to their level and needs while the second group will attend targeted lessons in professional English with strong emphasis on writing and presentation skills.

   The expected number of trainees is 25 for each group. In the initial phase of this assignment, it is expected that the proposed instructor conducts an individual assessment to determine the level of each staff member and separate the two groups and take full responsibility for:

   2.1. Developing a tailored training course for each group.
   2.2. Planning and conducting two lessons weekly for the first group through basic English language and communication lessons.
   2.3. Planning and conducting two lessons weekly for the second group focusing on professional English, writing and presentation skills.
   2.4. Evaluating the progress of individual staff on a weekly basis to measure progress, identify barriers to learning and recommend action to overcome barriers.
   2.5. Identify appropriate learning software for both groups and mentor staff in its use.
   2.6. Identify useful online resources and courses for each group and mentor staff in their use.
   2.7. Identify and purchase course material and literature.
   2.8. Consistently keep a record of participation of individual staff members in the case of repetitive staff absence.
   2.9. Ensure that the lessons are planned and delivered in a highly participative and interactive manner and responsive to the request and suggestions of the students.
   2.10. Integrate new staff members that are recruited during the assignment.
   2.11. Organize English proficiency tests at the beginning and end of the course and verify satisfactory achievement of the trainees.
   2.12. Other related tasks based on need and agreement.

3. EXPECTED OUTPUTS

   3.1. English level assessment of each staff.
   3.2. Course program for two groups.
   3.3. Learning software and course literature identified and purchased.
   3.4. Six lessons delivered per week: two lessons per week for group 1 and two lessons per week for group 2.
   3.5. Weekly individual evaluation reports for each trainee with recommendations.
4. INSTITUTIONAL ARRANGEMENT
   4.1. The course program is to be developed in close coordination and consultation with the UNRWA HR Department.
   4.2. The lessons are to be delivered in UNRWA office. The proposed instructor is expected to be flexible and when needed deliver the lessons on a different day or time to adjust to the operational needs and priorities of UNRWA Office.
   4.3. The proposed instructor is responsible for making all logistical arrangements for delivery of the lessons and in close coordination with UNRWA.
   4.4. The proposed instructor is responsible to purchase all relevant course materials.

5. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

5.1. Qualifications of the Vendor:

   5.1.1. Mandatory requirements
   - The vendor shall be a legally established entity specialized in providing foreign languages training courses.
   - Shall have at least 5 years’ experience in providing English language training courses.
   - Proven experience in providing English language courses to big enterprises, Governmental Organizations, NGO’s and other UN Agencies.

5.2. Qualifications of the vendor’s proposed Instructor:

   5.2.1. Mandatory requirements
   - Master’s degree in English Language / Literatures Studies
   - Minimum 5 years of professional experience in teaching English.
   - Excellent written and spoken English language skills is a must.
   - Flexibility and ability to adjust to change circumstances and needs.

   5.2.2. Optional requirements
   - English as native language is an advantage.
United Nations Relief and Works Agency for Palestine Refugees in the Near East

**SECTION 5: EVALUATION CRITERIA**

**Mandatory Evaluation Criteria**

The vendor should satisfy itself that the following information as requested has been provided. If evidence of such information is required, the vendor must provide the evidence so requested. The vendors technical offer will be marked on pass or fail method. If a vendor fails any of the mandatory requirements, its Bid will be rejected and not considered for further evaluation.

<table>
<thead>
<tr>
<th>S.N</th>
<th>Criteria</th>
<th>Examples of required documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Corporate Status of the Company:</strong> The vendor must prove that it is accredited or legally registered in Jordan to provide foreign languages training courses.</td>
<td>Proof of valid registration or accreditation in Jordan in form of Incorporation certificate, trading licenses, etc</td>
</tr>
<tr>
<td>2.</td>
<td><strong>Company Experience:</strong> Vendor must have at least five (5) years of experience in the provision similar of related services.</td>
<td>List of projects managed by the company in the past 5 years, evidence can be in the form of Purchase Orders, Copies of contracts for similar or related services, etc</td>
</tr>
<tr>
<td>3.</td>
<td><strong>Proven experience in providing English language courses to big enterprises, Governmental Organizations, NGO's and other UN Agencies</strong></td>
<td>List of projects managed by the company in providing English language courses to big enterprises, Governmental Organizations, NGO's and other UN Agencies</td>
</tr>
<tr>
<td>4.</td>
<td><strong>Past Performance:</strong> The vendor must submit at least 2 recommendation / reference letters for similar or related services conducted by the company</td>
<td>Bidders must provide minimum two (2) positive references from clients for similar or related work conducted in the past. The evidence will be in form of copies of Recommendation Letters</td>
</tr>
<tr>
<td>5.</td>
<td><strong>Qualifications of the Instructor:</strong> the vendor must provide the names along with Copies of Academic documents for the proposed Instructors who must have at least:</td>
<td>The bidders must provide: 1- Copies of Academic documents for the proposed Instructors. 2- Official English language certificates such as (TOEFL, IELTS, TOIEC, Cambridge Certificates, LPE in English ... etc)</td>
</tr>
<tr>
<td>6.</td>
<td><strong>Experience of the Instructors:</strong> the vendor must provide the names and the CVs of the Instructors with at least 5 Years’ experience in teaching English.</td>
<td>The vendor must provide the CVs of the proposed Instructors Showing at least 5 years of experience in teaching English.</td>
</tr>
<tr>
<td>7.</td>
<td><strong>Confirmation of the flexibility and ability of the instructor to adjust to change circumstances and needs:</strong></td>
<td>The bidder must provide a confirmation letter for the flexibility and ability of the instructor to adjust to change circumstances and needs as indicated in the TOR.</td>
</tr>
</tbody>
</table>

**Failure to comply with any of the mandatory criteria will lead to disqualification**
<table>
<thead>
<tr>
<th>S/No</th>
<th>Description of the evaluation criteria</th>
</tr>
</thead>
</table>
| 1    | **Corporate Status of the Company:** The vendor must prove that it is accredited or legally registered in Jordan to provide Agriculture and forestry services.  
We confirm that we are accredited or legally registered in Jordan to provide Agriculture and forestry services and we have attached evidence documents (e.g., Incorporation certificate, trading licenses, etc).  
Attached the requested documents ☐ Not attached ☐  
Name: ____________________________ Signature: ____________________________ |
| 2    | **Experience of the company:** Vendors must have a minimum of 5 years’ experience in provision of similar or related services.  
We confirm that we have the required experience and we have attached documents (e.g., Purchase Orders, Copies of contracts for similar or related services)  
We do have 5 years’ experience ☐ We don’t have 5 years’ experience ☐  
Evidence attached ☐ Evidence not attached ☐  
Name: ____________________________ Signature: ____________________________ |
| 3    | **Past Performance:** Bidders must provide minimum two (2) positive reference/recommendation letters from clients for similar or related work conducted in the past. The evidence will be in form of copies of Purchase Orders, Recommendation Letters or Copies of contracts for similar or related services  
Name of Institution | Name of contact Person | Email/Telephone |
| 1.   | | |
| 2.   | | |

I Confirm that I have attached the requested copies of the Recommendation/Reference Letters for similar or related items  
Name: ____________________________ Signature: ____________________________ |
| 4    | **Qualifications of the Instructor:** the instructor must have at least:  
1- Master’s degree in English Language / Literatures Studies.  
2- Excellent written and spoken English language skills.  
We Confirm that we have provided attached the Academic documents and the Official English language certificates as requested for the proposed instructor.  
Attached the Academic documents ☐ Not attached ☐  
Attached the Official English language certificates ☐ Not attached ☐  
Name: ____________________________ Signature: ____________________________ |
**United Nations Relief and Works Agency for Palestine Refugees in the Near East**

<table>
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<tr>
<th></th>
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<th>Experience of the Instructor: Instructor must have minimum 5 years of relevant experience in teaching. <em>(CV should be submitted)</em>.</th>
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<tr>
<td></td>
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<td><em>We Confirm that we have provided the detailed information on the proposed Instructor, and we have attached the Curriculum Vita (CV) as requested.</em></td>
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<td></td>
<td>Attached the CV [ ] Not attached [ ]</td>
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<td></td>
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<td>Name: ____________________________ Signature: ____________________________</td>
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<th>Confirmation of the flexibility and ability of the instructor to adjust to change circumstances and needs.</th>
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<tbody>
<tr>
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<td></td>
<td><em>We confirm the flexibility and ability of the instructor to adjust to change circumstances and needs.</em> [ ]</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>We do not confirm the flexibility and ability of the instructor to adjust to change circumstances and needs.</em> [ ]</td>
</tr>
<tr>
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<td></td>
<td>Name: ____________________________ Signature: ____________________________</td>
</tr>
</tbody>
</table>
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.
GENERAL CONDITIONS OF CONTRACT
FOR THE PROVISION OF SERVICES ONLY

1. EFFECTIVE DATE: This Contract shall be effective when signed by the Parties. The Contract constitutes a contract between the Parties, the rights and obligations of which shall be governed solely by the terms and conditions of the Contract, including these General Conditions.

2. LEGAL STATUS OF THE PARTIES: UNRWA and the Contractor shall also each be referred to as a ‘Party’ hereunder, and:

   2.1 Pursuant, inter alia, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs (including UNRWA) has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

   2.2 The Contractor shall have the legal status of an independent contractor vis-à-vis UNRWA, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

3. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNRWA in connection with the performance of its obligations under the Contract. Should any authority external to UNRWA seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify UNRWA and provide all reasonable assistance required by UNRWA. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNRWA, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNRWA.

4. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of any services to UNRWA by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:

   4.1 The services shall be delivered in a professional and workmanlike manner in accordance with the terms and conditions of this Contract. The Contractor shall conduct its operations with due diligence and efficiency, in accordance with sound technical, financial and managerial standards and practices.

   4.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

   4.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNRWA, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

   4.4 At the option of and in the sole discretion of UNRWA:

      4.4.1 the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UNRWA prior to such personnel's performing any obligations under the Contract;

      4.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNRWA prior to such personnel's performing any obligations under the Contract; and,

      4.4.3 in cases in which, pursuant to Article 4.4.1 or 4.4.2, above, UNRWA has reviewed the qualifications of such Contractor's personnel, UNRWA may reasonably refuse to accept any such personnel.

   4.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

      4.5.1 UNRWA may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.

      4.5.2 Any of the Contractor’s personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNRWA, which shall not be unreasonably withheld.

      4.5.3 The withdrawal or replacement of the Contractor’s personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
4.5.4 All expenses related to the withdrawal or replacement of the Contractor’s personnel shall, in all cases, be borne exclusively by the Contractor.

4.5.5 Any request by UNRWA for the withdrawal or replacement of the Contractor’s personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNRWA shall not bear any liability in respect of such withdrawn or replaced personnel.

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

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

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

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

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

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

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

5. ASSIGNMENT; SUBCONTRACTING:

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

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

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

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

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

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

6. INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

7. INSURANCE AND LIABILITY:

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

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

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

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

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

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

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

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

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

7.5.1 name UNRWA as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy; and,
7.5.2 include a waiver of subrogation of the Contractor’s insurance carrier’s rights against UNRWA; and,

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

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

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

7.7 Except for any self-insurance program maintained by the Contractor and approved by UNRWA for purposes of fulfilling the Contractor’s requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNRWA. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNRWA with evidence, in the form of certificate of insurance or such other form as UNRWA may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNRWA reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 7.5.3, above, the Contractor shall promptly notify UNRWA concerning any cancellation or material change of insurance coverage required under the Contract.

7.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor’s liability arising under or relating to the Contract.

8. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNRWA against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNRWA.

9. EQUIPMENT FURNISHED BY UNRWA TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNRWA to the Contractor for the performance of any obligations under the Contract shall rest with UNRWA, and any such equipment shall be returned to UNRWA at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNRWA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNRWA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

10. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

10.1 Except as is otherwise expressly provided in writing in the Contract, all right, title and interest, including copyrights, in all works and other materials, whether in written or electronic form and including all derivative works thereof, produced in the performance of this Contract shall be vested exclusively in, and the Contractor shall without further consideration assign, whether as works for hire or otherwise, the same to, UNRWA.

10.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNRWA does not and shall not claim any ownership interest thereto, and the Contractor grants to UNRWA a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

10.3 At the request of UNRWA, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNRWA in compliance with the requirements of the applicable law and of the Contract.

10.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNRWA, shall be made available for use or inspection by UNRWA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNRWA authorized officials on completion of work under the Contract.

11. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS OR UNRWA: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNRWA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations or UNRWA, or any abbreviation of the name of the United Nations or UNRWA in connection with its business or otherwise without the written permission of UNRWA.

12. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed
by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

12.1 The recipient (“Recipient”) of such Information shall:
12.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and,
12.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

12.2 The Contractor may disclose Information to the extent required by law, or that, subject to and without any waiver of the privileges and immunities of UNRWA, the Contractor will give UNRWA sufficient prior notice of a request for the disclosure of Information in order to allow UNRWA to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

12.3 UNRWA may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

12.4 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

12.5 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, and in itself a termination of the Contract.

13. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

13.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

13.2 If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, UNRWA shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 14, “Termination,” except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNRWA shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.

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

14. TERMINATION:

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

14.2 UNRWA may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNRWA applicable to the performance of the Contract or the funding of UNRWA applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day’s advance written notice to the
14.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNRWA, the Contractor shall, except as may be directed by UNRWA in the notice of termination or otherwise in writing:

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

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

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

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

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

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

14.3.7 complete performance of the work not terminated; and,

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

14.4 In the event of any termination of the Contract, UNRWA shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNRWA shall not be liable to pay the Contractor except for, but without prejudice to UNRWA’s rights under Article 15, those goods delivered and services provided to UNRWA in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor’s receipt of notice of termination from UNRWA or prior to the Contractor’s tendering of notice of termination to UNRWA.

14.5 UNRWA may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

14.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

14.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

14.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

14.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

14.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; or,

14.5.6 UNRWA reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

14.6 Except as prohibited by law, the Contractor shall be bound to compensate UNRWA for all damages and costs, including, but not limited to, all costs incurred by UNRWA in any legal or non-legal proceedings, as a result of any of the events specified in Article 14.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNRWA of the occurrence of any of the events specified in Article 14.5, above, and shall provide UNRWA with any information pertinent thereto.

14.7 The provisions of this Article 14 are without prejudice to any other rights or remedies of UNRWA under the Contract or otherwise.

15. REMEDIES OF UNRWA; NON-WAIVER OF RIGHTS:

15.1 In case the Contractor fails to comply with any term of the Contract, the Contractor shall be liable for all damages sustained by UNRWA, and UNRWA may, after giving the Contractor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

15.1.1 procure all or part of the service or related goods from other sources;

15.1.2 refuse to accept delivery of all or part of the services or related goods; or
15.1.3 terminate the Contract in accordance with Article 14.1, and the Contractor shall be liable by reason of default for any loss or damage sustained and additional costs incurred by UNRWA, including without limitation any increase in the price payable by UNRWA resulting from the procurement of the services from other sources and the costs of engaging in such procurement. UNRWA may, without notice to the Contractor, apply to the payment of any such loss, damage or additional costs, by setoff or otherwise, all credits, claims or other amounts, whether or not related to the Contract, at any time owing by UNRWA to the Contractor.

15.2 If the Contractor fails to complete the services within the time for delivery specified in the Contract, UNRWA may, in its sole discretion and without prejudice to its other remedies under the Contract, deduct from the contract price the amount set forth in the Contract for each calendar day of delay until actual delivery which amount shall in no event be less than one percent of the [delivered price of the delayed services], up to a maximum deduction of ten percent of the contract price.

15.3 The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract. All remedies afforded in the Contract shall be taken and construed as cumulative, i.e., in addition to every other remedy provided under the Contract and by law.

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

17. SETTLEMENT OF DISPUTES:

17.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 17.1 above within sixty (60) days after receipt by one Party of the other Party’s written request for conciliation or mediation, shall be settled by arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration between International Organizations and Private Parties in force on the date of this Contract (the “PCA Arbitration Rules”). The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The appointing authority shall be designated by the Secretary-General of the Permanent Court of Arbitration following a written request submitted by either Party. The number of arbitrators shall be three, unless the Parties, in the interest of economy of proceedings, agree that there shall be one arbitrator. The place of arbitration shall be Amman, Jordan. The language to be used in the arbitral proceedings shall be English. The arbitrators must be fluent in that language. The arbitral tribunal shall be empowered to take any measures it deems appropriate, including without limitation, ordering the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, ordering the termination of the Contract, or ordering that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to the PCA Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

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

19. TAX EXEMPTION:

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

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

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

21. MODIFICATIONS:

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

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

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

22. AUDITS AND INVESTIGATIONS:

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

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

23. LIMITATION ON ACTIONS:

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

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

24.1 The Contractor represents and warrants that:

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

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

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

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

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

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

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

26. NOTICE AND OTHER FORMALITIES:

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

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

27. SEVERABILITY: If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Contract shall remain valid and be enforced to the fullest extent possible.
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: Technical Bid
Form G: Price Schedule
Form H: Form of Contract
Form I: Performance Bond
Form J: Instructions for UNGM registration and Bid submission
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:  
    Insert name of contact person

Email:  
    Click or tap here to enter text.

From:  
    Click or tap here to enter text.

Subject  
    ITB reference ITB/UNRWA/CSSD/(MM)/030/2022

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<td>NO. We are unable to submit a competitive offer for the requested goods/works/services at the moment</td>
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</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.

| ☐                | 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>
</tbody>
</table>

| Have you provided the required documents to establish compliance with the evaluation criteria in Section 5? | ☐ |

| Have you provided the required documents in support of Form D: Bidder Information?          | ☐ |

Price Schedule:

<table>
<thead>
<tr>
<th>Have you completed all the returnable bidding forms?</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>▪ Form G: Price Schedule</td>
<td>☐</td>
</tr>
</tbody>
</table>

| Have you provided the required documents in support of Form G: Price Schedule?             | ☐ |
**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>I ITB/UNRWA/CSSD/(MM)/030/2022</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>
<tbody>
<tr>
<td>☐</td>
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<td>☐</td>
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<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
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<td>☐</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Name: _____________________________________________________________  
Title: _____________________________________________________________  
Date: _____________________________________________________________  
Signature: ________________________________________________________  

[Stamp with official stamp of the bidder]
# FORM D: BIDDER INFORMATION (vendors must complete the following)

<table>
<thead>
<tr>
<th>ITB Reference</th>
<th>ITB/UNRWA/CSSD/(MM)/030/2022</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.</td>
</tr>
<tr>
<td>☐ Corporate Environmental Policy</td>
<td></td>
</tr>
<tr>
<td>☐ ISO 14001</td>
<td></td>
</tr>
<tr>
<td>☐ ISO 14064</td>
<td></td>
</tr>
<tr>
<td>☐ Other, specify Click or tap here to enter text.</td>
<td></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:</td>
</tr>
<tr>
<td>☐ Formal statement</td>
<td></td>
</tr>
</tbody>
</table>
| • Environmental: prevention of pollution, sustainable resources; climate change and mitigation and the protection of the environment, biodiversity. | ☐ Sustainability report  
☐ UN Global Compact Communication on Progress  
☐ Member of the Women Empowerment Principles network  
☐ Other, specify Click or tap here to enter text. |
| • 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. |  |

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*  
Click or tap here to enter text.

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*  
Click or tap here to enter text.

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.

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>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/UNRWA/CSSD/(MM)/030/2022</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>
</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>

<table>
<thead>
<tr>
<th>Name of partner:</th>
<th>Name of partner:</th>
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</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 G: PRICE SCHEDULE

ITB No. ITB/UNRWA/CSSD/(MM)/030/2022
Currency: ---------------------------------------

1- Guidelines on Submission of Financial Quotations.

a) Bidders are requested to make sure to submit their price quotations using the price matrix provided below. Prices must be all inclusive (the price must include all associated costs, example: professional fee, travel to field locations, mobile data, etc.) No additional costs will be accepted.

b) The requirements in the evaluation criteria are mandatory. Failure to comply with any of the requirements will lead to disqualification of the offer. Therefore, bidders are requested to confirm their compliance with all the requirements stated in this Terms of Reference document. However, as long as it makes business sense, UNRWA reserves the right to issue the contract to one or multiple vendors.

c) Please note that the UNRWA is tax exempt. Please do not include VAT as part of your offer.

d) UNRWA reserves the right to split the contract or do partial awards.

Vendors are supposed to check their Prices to ensure that there are no errors. In case the errors are identified in any vendors financial offer, then the affected bidder will be requested to accept the corrected offer, otherwise the vendors offer will be rejected.

2- Mandatory Requirements for the Financial Offer

Vendor will be evaluated on pass and fail for this criterion. The vendor must confirm the acceptance of the UNRWA General Conditions of Contract for Services

1. Acceptance of the UNRWA General Conditions of Contract for Services (UNRWA GCC)

☐ I do hereby accept the UNRWA General Conditions of Contract for Services (See Annex G)

☐ I do not accept the UNRWA General Conditions of Contract for Services

2. Acceptance to provide performance bond if awarded

☐ I do hereby accept to provide the performance bond

☐ I do not accept the UNRWA General Conditions of Contract for Services

Failure to accept the commercial mandatory requirements may lead to rejection of the vendor’s bid.
### Pricing Matrix

**Currency: -------------------------------------**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description/Specification of Services</th>
<th>Unit Price</th>
<th>Total Price per Year</th>
<th>Total price for 3 years</th>
<th>Total price for 5 years</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Conduct an individual assessment for 50 UNRWA staff members to determine the level of each staff member and separate the two groups.</td>
<td>Lumpsum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Provide English Language Training Courses for 25 UNRWA Staff Members <em>(The First Group)</em> in Basic English Language course tailored to their level and needs including all relevant course materials and two lessons per week.</td>
<td>Lumpsum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Provide English Language Training Courses for the <strong>Second Group</strong> in Professional English Language Course with strong emphasis on writing and presentation skills including all relevant course materials and two lessons per week.</td>
<td>Lumpsum</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total**
FORM H: DRAFT CONTRACT
SERVICE CONTRACT TEMPLATE

This Service Contract is made this ___ day of _______ 2016, by and between the United Nations Relief and Works Agency for Palestine Refugees in the Near East (“UNRWA”) and ____ [name]____, [street address] [city] [country] (the “Contractor”).

Background
[Description of project background]. The purpose of the present arrangement is to assure the provision of technical services to UNRWA in relation to [those project activities]. The Contractor, representing that it is fully qualified and has the necessary expertise and resources to effectively and efficiently provide the same, wishes to provide those services as set forth in, and in accordance with, the terms of this Service Contract.

NOW, THEREFORE, in consideration of the premises, the representations and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION.

1.1 Defined Terms. In addition to terms elsewhere defined in this Service Contract, the following terms shall have the meanings provided for the purpose of this Service Contract:

1.1.1 “Delivery Schedule” means the schedule for the delivery of Services as set forth in attached Annex 3.

1.1.2 “General Conditions” mean UNRWA’s General Conditions of Contract for Procurement of Services, attached as Annex 1.

1.1.3 “Party” means each of, and “Parties” means collectively, UNRWA and the Contractor.

1.1.4 “Payment Schedule” means the schedule of payments, corresponding to the delivery of Services, as set forth in attached Annex 3.

1.1.5 “Proposal” means the Contractor’s proposal dated ________ and attached as Annex 4.

1.1.6 “Section” means the referenced section of this Service Contract.

1.1.7 “Services” means the services and deliverables described in the Terms of Reference.

1.1.8 “Terms of Reference” or “ToR” means description of the Terms of Reference attached as Annex 2.

1.2 Interpretation. As used in the Service Contract:

1.2.1 The documents referred to below are intended to be mutually explanatory; provided, however, in case of ambiguity, discrepancy or inconsistency among them, the following order of priority shall apply except to the extent a term contained in a higher-listed document is specifically superseded by the express terms of a lower-listed document:

1.2.1.1 This Service Contract, but excluding the General Conditions, Terms of Reference and Proposal.
1.2.1.2 The Terms of Reference.

1.2.1.3 The General Conditions.

1.2.1.4 The Proposal.

1.2.2 The numbers and titles of the Sections are for reference only and shall not be deemed to modify or construe the contents of the Section.

1.2.3 Where applicable, reference to the singular includes the plural.

2. DURATION OF THIS AGREEMENT. The Service Contract shall be effective upon signing and shall end upon completion of the last obligation arising hereunder.

3. OBLIGATIONS OF THE CONTRACTOR. The Contractor, representing and warranting that all statements made in connection with its Proposal and as otherwise provided herein are true and correct in all material respects and do not fail to include any matter necessary to make the statements contained therein not misleading, covenants to deliver the Services, and provide all related personnel, materials and other support as may be necessary therefore, in accordance with this Service Contract.

3.1 In General. The Services shall be delivered in a professional and workmanlike manner in accordance with the terms and conditions of this Service Contract. Without limiting the generality of the foregoing –

3.1.1 The Contractor shall conduct its operations with due diligence and efficiency, in conformity with the highest industry standards for technical, financial, managerial and administrative practices, and in a manner that at all times protects the interests of UNRWA.

3.1.2 The Contractor shall at all times during the term of this Service Contract retain for the purpose of delivering the Services all such staff possessing the technical and professional qualifications and competencies necessary to deliver the Services and perform the obligations of the Contractor under this Service Contract.

3.1.2.1 Notwithstanding the foregoing, the Contractor shall, upon 30 days’ notice from UNRWA, terminate in respect of the Services of any personnel determined to have performed unsatisfactorily or otherwise failed to conform to required standards of conduct as set forth in this Service Contract; provided, however, UNRWA may, notwithstanding the notice requirements of this Section, request the immediate termination of the services of any personnel, and limit the access thereof to UNRWA premises, in the event of a serious breach of the duties and obligations of such personnel and where such remedial action is reasonably determined by UNRWA to be required in the interest of the delivery of the Services.

3.1.2.2 All persons retained by the Contractor shall at all times be deemed the employees, agents, contractors or subcontractors of the Contractor and shall in no event be considered to be employees or agents of UNRWA or as having any of the privileges or immunities of the United Nations or its staff.

3.2 Delivery of Services. The Contractor shall deliver the Services as set forth in the ToR and the following:

3.2.1 The Contractor shall commence the Services not later than ________________

3.2.2 The Contractor shall deliver the Services in accordance with the Delivery Schedule.
3.3 **Use of UNRWA Resources.** The Contractor shall utilize all funds, supplies and equipment provided by UNRWA in accordance with the following:

3.3.1 All equipment, non-expendable materials, supplies and other property furnished or financed by UNRWA under the Service Contract shall remain the property of UNRWA and, unless otherwise agreed by the parties, shall be returned to UNRWA upon the completion of the Services, and -

3.3.1.1 The Contractor shall not cause or permit any lien, claim or other encumbrance to attach to any equipment, non-expendable materials, supplies and other property furnished or financed by or on behalf of UNRWA under the Service Contract.

3.3.1.2 The Contractor shall promptly report to UNRWA each loss, damage or theft of supplies, equipment, non-expendable materials and other property provided to the Contractor under the Service Contract or for the benefit of UNRWA.

3.3.1.3 The Contractor shall maintain, and shall promptly transfer to UNRWA immediately upon completion of the Service, complete and accurate records with respect to all funds, supplies and equipment received from or on behalf of UNRWA under the Service Contract.

3.3.2 Access to and use of UNRWA facilities and premises by the Contractor and its personnel and contractors shall at all times be subject to UNRWA’s rules and regulations relating to such use, including, but not limited to, those relating to security.

3.4 **Records.** In addition to all other reporting requirements elsewhere contained in the Service Contract:

3.4.1 The Contractor shall at all times and for a period of 3 years following the completion of the Project maintain progress, financial and other statements, records and reports in respect of the delivery of the Service and this Service Contract.

3.4.2 Upon reasonable notice, all such records and documents maintained by the Contractor in connection with the delivery of the Services and of this Service Contract, including with respect to the administration and operations of the Contractor, shall be made available for inspection, review and copying by UNRWA or its designee.

3.5 **Failure to Complete Services.** If the Contractor fails to complete the services within the time for delivery specified in this Service Contract, UNRWA may, in its sole discretion and without prejudice to its other remedies under this Service Contract, deduct from the contract price USD 100 for each calendar day of delay until actual delivery up to a maximum deduction of ten percent of the contract price.

4. **OBLIGATIONS OF UNRWA.** In connection with the delivery of the Services by the Contractor in accordance with the terms of the Service Contract:

4.1 **Facilities.** To facilitate and support the delivery of the Services by the Contractor, UNRWA shall, directly or on its behalf, provide in connection with the delivery of the Services:

4.1.1 Relevant financial, technical, statistical and operational data and other inputs necessary for the delivery of the Services.

4.1.2 Transportation and, in the event the need arises, otherwise facilitate the movement of personnel within UNRWA’s areas of operation.

4.1.3 Access to UNRWA facilities consistent with requirements for the delivery of the Services, including, as applicable, the issuance of UNRWA grounds passes.
4.1.4 Such measures (including but not limited to escort when travelling) as may be reasonably necessary to assure the personal security of the Contractor's personnel and their property.

4.1.5 Such other services support as may be reasonably available in the UNRWA facilities at which the personnel of the Contractor are operating.

4.2 Payment. In full consideration for the delivery of the Services in accordance with the terms of the Service Contract, UNRWA shall pay to the Contractor as set forth below:

4.2.1 UNRWA shall pay the Contractor the amount of JOD __________, in accordance with the Payment Schedule and this Section 4.2.

4.2.2 The Contractor shall submit to UNRWA an invoice corresponding to the Services delivered during the period represented by the invoice as set forth in the Delivery Schedule, including a certification by the Contractor that for the period of payment the Contractor has delivered the Services in accordance with this Service Contract, together with all such supporting documentation as may be required by UNRWA with respect thereto.

4.2.3 UNRWA shall, within 30 days following the receipt from the Contractor of each invoice, pay the invoiced amounts subject to the following -

4.2.3.1 Each invoice shall be subject to certification by UNRWA of the delivery of Services associated with the invoice and the amounts contained in the invoices, and UNRWA may make corrections to the amounts set forth in the Contractor's invoices and effect payment for the amounts so corrected and certified.

4.2.3.2 In the event of any dispute with respect to an invoice submitted by the Contractor, UNRWA shall notify the Contractor within 15 days following receipt of the invoice setting forth the basis for the dispute and the amount of the invoice subject to the dispute.

4.2.3.2.1 UNRWA and the Contractor shall consult in good faith to promptly resolve outstanding issues with respect to any such disputed invoice.

4.2.3.2.2 In cases of dispute regarding only a portion of a Contractor's invoice, UNRWA shall pay the Contractor the amount of the undisputed portion within 30 days of the receipt thereof.

4.2.3.2.3 Once a dispute regarding an invoice or a portion thereof has been resolved, UNRWA shall pay the Contractor within 30 days following the resolution of such dispute.

4.2.4 Payments effected by UNRWA to the Contractor shall neither relieve the Contractor of its obligations under this Contract nor constitute acceptance by UNRWA of the Contractor's performance of the Services.

4.2.5 UNRWA shall deposit the amounts payable to the Contractor in accordance with this Section by electronic transfer to:

Bank name:
Bank Address:
Account name:
Account number:
SWIFT Code:
IBAN Code:

4.2.6 Except as otherwise expressly set forth in the Service Contract, the Contractor shall bear all costs associated with the delivery of the Services, including but not limited to all income and
other taxes, all utilities and consumables, third-party licenses and costs of staff and contractors (including salaries, workers compensation, life, health and disability insurance, travel costs, allowances and other benefits to which they are entitled in accordance with the applicable terms of service with the Contractor and applicable law).

5. MISCELLANEOUS.

5.1 Waiver. No waiver, or waiver of any breach, of any provision of this Service Contract shall be deemed to be a waiver of any other provision or of any future breach of that provision.

5.2 Notice. Any required or permitted notice, consent or approval shall be effective only upon delivery in writing by hand or by telefax transmission to the following address of the other or such other address as may be specified by similar notice –

UNRWA: the Contractor:
Name and Address Name and Address

5.3 Applicable Law. This Service Contract shall be governed by and construed in accordance with general principles of international commercial law. If any term, covenant, or condition of this Service Contract or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remainder of this Service Contract, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Service Contract shall remain valid and be enforced to the fullest extent possible.

5.4 Counterparts. This Service Contract may be signed in one or more counterparts, each of which shall be deemed to be an original.

5.5 Entire Agreement. This Service Contract and its annexes may be modified or amended only upon the written agreement of the parties, and this Service Contract and its annexes, as amended, represent the entire agreement and understanding between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have signed this Service Contract on________ 2016.

United Nations Relief and Works Agency
for Palestine Refugees in the Near East

[Contractor]

[name] [name]
[title] [title]

Witness

[name] [name]
[title] [title]

Annex 1: General Conditions
Annex 2: Terms of Reference
Annex 3: Delivery and Payment Schedule
Annex 4: Proposal
FORM I: PERFORMANCE BOND

Performance Security must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.

Beneficiary: United Nations Relief and Works Agency for Palestine Refugees in the Near East
ITB Reference: Click or tap here to enter text.

PERFORMANCE SECURITY No.: Click or tap here to enter text.

We have been informed that insert complete name of Supplier (hereinafter called "the Supplier") has entered into Contract No. Click or tap here to enter text. dated Click or tap to enter a date. with you, for the supply of description of goods, works and/or services (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding insert currency and amount in figures and words upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than Click or tap to enter a date. and any demand for payment under it must be received by us at this office on or before that date. We shall agree to a one-time extension of this guarantee for a period not to exceed Choose an item, in response to UNRWA’s written request for such extension, such request to be presented to us before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE SUPPLIER

Signature: _____________________________________________________________
Name: _________________________________________________________________
Title: _________________________________________________________________
Date: _________________________________________________________________

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____________________________________________________________
Name: _________________________________________________________________
Title: _________________________________________________________________
Date: _________________________________________________________________
Name of Bank __________________________________________________________
Address  ________________________________________________________________

[Stamp with official stamp of the Bank]
FORM J: INSTRUCTIONS FOR UNGM
REGISTRATION AND BID SUBMISSION
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UNRWA’s e-tendering system, In-tend is integrated with the United Nations Global Marketplace portal (www.ungm.org). Please find instructions on how to register your company and how to access the tender documentation. For further assistance, please contact UNGM at registry@ungm.org or use the Help Button on the UNGM site.

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

To access the tender documents, you need to complete the registration process at least at Basic level and have a ‘Registered’ status with UNRWA on UNGM.

**To create an account on UNGM,** please follow these steps:

1. Go to the UNGM site www.ungm.org. Suppliers are recommended to use Google Chrome as a web browser to navigate the UNGM site.
2. At the top right corner of the page, click on Register.

3. Click on Company (or on behalf of a company/ NGO).
4. Download and read the UN Supplier Code of Conduct.

Complete the required information.

- The provided email address will become the account’s username. It will be used for logging into the supplier’s account and for authentication. It must be a valid email address.
- Provide the company’s name as it appears on the company’s Certificate of Incorporation or other legal documentation.
- If a message appears that a company with a similar name already exists, suppliers are advised to contact UNGM using the contact form.

5. Confirm that you have read and acknowledge the UN Supplier Code of Conduct by ticking the checkbox and click on Send the activation link.

An activation email will be sent to the email address.
The following page will be visible in the account, requiring suppliers to **activate the UNGM account**.

6. Access the email **UNGM Account Activation - Welcome to the UNGM** in your inbox and click on the **Activate** button. Please note, the link can only be used once.
STEP 2: LOG INTO YOUR UNGM ACCOUNT

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

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

STEP 3: COMPLETE YOUR VENDOR REGISTRATION FORM IN UNGM

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

Click on Registration in the navigation menu. The asterisk (*) indicates information that is required, and you will not be able to submit the registration without this information.
Complete the **registration form** section by section.

**General**

Under the **General** section, suppliers are required to provide general information about their company.

- **Company name** must be provided exactly as written in the company’s Certificate of Incorporation or other legal documentation.
- **Business license number** refers to the reference number from a city, state and/or official document that grants the bearer the ability to engage in specific business activities within the designated area.
- **Year established** refers to the year of creation of the company. The year format should follow YYYY, for example, 1991.
- **Company's ownership** refers to the control over a company. Select the type of business ownership corresponding to the company.

Once the General section has been completed, click on **Save & Continue >** to move to the next section.

**Address**

Under the **Address** section, suppliers are required to provide the address information of their company.

Click on **Save & Continue >**.
### Registration type

Under the **Registration type** section, suppliers are required to provide information about countries in which they prefer to do business.

- **National** should be selected if suppliers prefer to do business in their country of establishment.
- **International** should be selected if suppliers prefer to do business in their country of establishment and other countries.

Click on **Save & Continue >**.

### Contacts

Under the **Contacts** section, suppliers are required to provide their **contact information** and add other contacts if necessary.

Click on **Save & Continue >**.
Coding

Under the **Coding** section, suppliers are required to provide information about their activity - by classifying the suppliers' products and/or services according to the UNSPSC code classification.

Click on **Save & Continue >**.

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Declaration

The **declaration of eligibility** is a formal and explicit statement which has to be made on behalf of the supplier.

Under the Declaration section, suppliers are required to review the seven statements and select the most appropriate option.

Click on **Save & Continue >**.
The registration is now complete.

The registration statuses with UN organizations may be visible under Manage Agency submissions.

Once the supplier's profile is registered with at least one UN organization at the basic level, the supplier's profile will become visible to all UN staff members.

STEP 4: HOW TO MANAGE REGISTRATION SUBMISSIONS WITH UN ORGANIZATIONS?

To manage registration submissions with different UN organizations, please follow these steps:

1. Click on Manage Agency Submissions in the navigation menu to identify the registration statuses with UN organizations.
2. Additional actions may be taken under the Manage Agency Submissions page such as **withdraw the registration** and complete the Level 1 and/or Level 2 registration.

- **Withdraw registration**

Once the supplier's profile is registered with at least one UN organization at the Basic level, the supplier’s profile will become visible to all UN staff members.

If the supplier decides that he/she does not want to do business with a specific UN organization, the registration with the UN organization may be removed.

Click on **Withdraw** to remove the registration with the UN organization. The registration may be resubmitted later, if necessary.

- **Complete Level 1 and/or 2 registrations**

UNGGM will automatically suggest registration at Level 1 and/or 2 only for UN organizations which require these additional levels. For more information, read the [What are the UN organizations’ registration criteria on UNGM? Article](#).
Click on **Complete Level 1 registration** > to complete the Level 1 registration form.

Click on **Complete Level 2 registration** > to complete the Level 2 registration form.

TIP: UN organizations mostly review Level 1 and/or Level 2 registrations as part of a *tendering process*. In the meantime, the registration statuses, at these levels, will remain as Submitted.

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

To check the registration statuses with **UN organizations** please Go to the Dashboard in the navigation menu.
STEP 1: SEARCH FOR TENDER NOTICES ISSUED BY UNRWA

From the UNGM homepage, click on the ‘Business Opportunities’ box.

You will be redirected to the 1 ‘Tender notices’ page in the left-hand menu.

Click on the 2 ‘show more criteria’ button on the upper right side.
In the ‘UN organizations’ field, please type UNRWA. The system will automatically show all the active tender notices issued by UNRWA.

On the side of each tender notice, you will find a blue button with either ‘Express interest’ (if this is the first time you view the notice) or ‘View documents’.

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

**STEP 2: TENDER MANAGEMENT**

After clicking on ‘View Document’ you will be transferred from the UNGM portal to the UNRWA e-tendering system. The following ‘Tender Management’ screen should appear.

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

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

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

STEP 3: ACCESS THE TENDER AT A LATER STAGE

To view all tenders that you have expressed interest to participate in or tenders that you have been directly invited to by UNRWA, click on "my tenders", then click on the ‘View document’ button next to the notices to see the details of the tender notice and its documents.
STEP 4: DOWNLOAD THE TENDER DOCUMENTS

In the ‘Tender Management’ page, select the 8 ‘RFP* documents’ menu tab, scroll down until the section 9 ‘Tender documents received’ and 10 ‘download’ all documents.

* or as the case maybe RFQ, ITB, etc.
STEP 5:  ATTACH AND SUBMIT DOCUMENTS

After downloading the tender documents you can confirm your interest by clicking 10 ‘Opt In’ (you will be redirected to the ‘My Tender Return Section’) or decline by clicking 11 ‘Opt Out’ with an option to provide reason and to cease any system generated communication. However, you will be able to opt back in at any point.

If any mandatory documents have been requested, they will be shown in the ‘My tender return’ section against a red button 12 Upload Document. As the case maybe you will be requested to upload one or two envelopes (financial / technical).

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

To add additional documents you wish to submit as part of your tender return and you feel are relevant to the tender, click the 13 Upload File button under the ‘My Tender Return’ section (if available). These will then appear in the ‘My Tender Return’ section.

NOTE : Large files may take some time to upload.

The 14 Submit Return button will not allow the submission until you have up-loaded all mandatory documents and answered any Questionnaires that they may have been sent.

IMPORTANT: When you have completed all the above steps and are ready to submit your tender return, click the ‘Submit Return’ at the bottom of above page.
A pop-up window with a Return Receipt will appear.

After pressing the button will turn to Modify Return where you will be able to modify the submitted bid before the closing date. Please note that any documents not included in the subsequent return will not be considered. All tender documents you wish to return must be included in your modified bid as this replaces your first and existing bids.

You must press the ‘Submit’ button again, in order to submit any subsequent modified returns.

ADDITIONAL TOOLS

TENDER ALERT SERVICE

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

This service is provided at the fees listed below. You can also access tenders free of charge under Tender Notices.

For more help and guidance please visit UNGM Help Center.

If you urgently need assistance, you can also contact UNGM at registry@ungm.org for urgent assistance.