INVITATION TO BID (ITB)

PROVISION OF MURAL ARTISTS / PAINTING SERVICES FOR UNRWA HEADQUARTERS AMMAN WALL

ITB Reference No.: ITBS-3322000009
UNRWA Field Office: UNRWA Headquarters, Amman

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: Schedule of Requirements
Section 5: Evaluation Criteria
Section 6: Conditions of Contract and Contract Forms
Section 7: Bidding Forms
  • Form A: Acknowledgement letter
  • Form B: Checklist
  • Form C: Bid Submission
  • Form D: Bidder Information
  • Form E: Joint Venture/Consortium/Association Information
  • Form F: Price Schedule
Section 8: 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 cssd@unrwa.org no later than 29 September 2022, indicating whether you intend to submit a bid or not. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this ITB.

You are encouraged to respond with Form A even if you do not intend to bid to ensure that you can be included in future solicitations.

All UNRWA vendors are required to comply with the United Nations Supplier Code of Conduct. We encourage all bidders to join the United Nations Global Compact and support the Women’s Empowerment Principles (WEP).

We look forward to receiving your bid.

____________________________
Julius Birungi
Ag. Chief Central Support Services Division
02 October 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:

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

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

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

1. the prices offered in the Proposal have been arrived at independently, without any consultation, communication, or agreement in any manner that would result in restriction of competition with any other Proposer or competitor relating to (a) those prices; (b) the intention to submit a Proposal, and/or (c) the methods or factors used to calculate the prices offered;
2. the prices in the Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before UNRWA issues an award under this solicitation; and
3. no attempt has been made or will be made by the Proposer to induce any other entity to submit or not to submit a Proposal for the purpose of restricting competition.

Failure to comply with any of the above provisions shall result in the rejection of the Proposal(s). In addition, UNRWA reserves the right to exercise any other rights and remedies available to it. |
| 4. Eligible bidders | Bidders shall have the legal capacity to enter into a binding contract with UNRWA. |
Registration with UNGM at Level 1 is strongly encouraged for all vendors wishing to conduct business with UNRWA. Instructions on how to register with UNGM can be found on the [UNGM website](#).

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

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

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

### 5. Proprietary information

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

### 6. Publicity

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

### SOLICITATION DOCUMENTS

#### 7. Clarification of solicitation documents

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

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

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

#### 8. Amendment of solicitation documents

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

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

### PREPARATION OF BIDS


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.
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<td>11.</td>
<td><strong>Documents establishing eligibility and qualifications of the bidder</strong>&lt;br&gt;The bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a bidder, its qualifications must be documented to UNRWA’s satisfaction.</td>
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<td>12.</td>
<td><strong>Technical bid</strong>&lt;br&gt;The bidder is required to submit a technical bid using the Form provided in Section 7 and taking into consideration the requirements in the ITB.</td>
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<td>13.</td>
<td><strong>Price Schedule</strong>&lt;br&gt;The Price Schedule shall be prepared using the Form provided in Section 7 and taking into consideration the requirements in the ITB.&lt;br&gt;The prices and discounts quoted by the bidder shall conform to the requirements specified below.&lt;br&gt;• All items and lots (if applicable) must be listed and priced separately.&lt;br&gt;• The price to be quoted shall be the total price of the bid.&lt;br&gt;• The bidder shall quote any unconditional discounts and indicate the method for their application.&lt;br&gt;• 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.&lt;br&gt;• 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</td>
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<td>14.</td>
<td><strong>Currencies</strong>&lt;br&gt;All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet.&lt;br&gt;• 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.</td>
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<td>15.</td>
<td><strong>Duties and taxes</strong>&lt;br&gt;Article II, Section 7, of the <em>Convention on the Privileges and Immunities</em> 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.</td>
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<td>16.</td>
<td><strong>Bid validity period</strong>&lt;br&gt;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.&lt;br&gt;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.&lt;br&gt;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.&lt;br&gt;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.&lt;br&gt;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.</td>
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<td>17.</td>
<td><strong>Bid Security</strong>&lt;br&gt;A bid security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in the Section 3: Data Sheet. The bid security shall be valid for a minimum of thirty (30) days after the final date of validity of the bid.</td>
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The bid security shall be included along with the bid. If a bid security is required by the ITB but is not found in the bid, the offer may be rejected. If the bid security amount or its validity period is found to be less than is required by UNRWA, UNRWA may reject the bid.

In the event an electronic submission is allowed in Section 3: Data Sheet, bidders shall include a copy of the bid security in their bid and the original of the bid security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet. Unsuccessful bidders’ bid securities will be discharged/returned as promptly as possible after the expiration of the period of bid validity prescribed by UNRWA pursuant to Article 16 (Bid Validity Period).

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

- If the bidder withdraws its offer during the period of the bid validity specified in Section 3: Data Sheet, or;
- In the event the successful bidder fails:
  - to sign the Contract after UNRWA has issued an award; or
  - to furnish the Performance Security, insurances, or other documents that UNRWA may require as a condition precedent to the effectivity of the contract that may be awarded to the bidder.

### 18. Joint Venture, Consortium or Association

If the bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for bid, each such legal entity will confirm in their joint bid that:

- they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, and this will be evidenced by a duly notarised Agreement among the legal entities, which will be submitted along with the bid; and
- if they are awarded the contract, the contract shall be entered into by and between UNRWA and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture.

After the deadline for submission of bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNRWA.

If a JV, Consortium or Association’s bid is the bid selected for award, UNRWA will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.

The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article 19 (Only one Bid) herein in respect of submitting only one bid.

The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNRWA.

A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:

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

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be
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; or
- they are subcontractors to each other’s bid, or a subcontractor to one bid also submits another bid under its name as lead bidder; or some key personnel proposed to be in the team of one bidder participates in more than one bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one bid.

20. **Alternative bids**

Unless otherwise specified in Section 3: Data Sheet, alternative bids shall not be considered. If submission of alternative bid is allowed in Section 3: Data Sheet, a bidder may submit an alternative bid, but only if it also submits a bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNRWA reserves the right to award a contract based on an alternative bid.

If multiple/alternative bids are being submitted, they must be clearly marked as “Main Bid” and “Alternative Bid”. If no indication is provided as to which bid is the main bid and which is/are the alternative bid(s), then all bids will be rejected.

21. **Pre-bid conference**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 23. Errors or Omissions

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

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

### 24. Bidders Responsibility to Inform Themselves

Bidders shall be responsible for informing themselves in preparing their bid. In this regard, bidders shall ensure that they:

- examine and fully inform themselves in relation to all aspects of the ITB, including the Contract and all other documents included or referred to in this ITB;
- review the ITB to ensure that they have a complete copy of all documents;
- obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable enquiry;
- verify all relevant representations, statements and information, including those contained or referred to in the ITB or made orally during any clarification meeting or site Inspection or any discussion with UNRWA, its employees or agents;
- attend any Pre-bid conference or site inspection if it is mandatory under this ITB;
- fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods, works and/or services; and
- form their own assessment of the nature and extent of the goods, works and/or services required as included in Section 5: Schedule of Requirements and properly account for all requirements in their bid.
| 25. No material change(s) in circumstances | The bidder shall inform UNRWA of any change(s) of circumstances arising during the ITB process, including but not limited to:  
- a change affecting any declaration, accreditation, license or approval;  
- major re-organisational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the bidder or its major sub-contractors;  
- a change to any information on which UNRWA may rely in assessing bids. |
|---|---|
| **SUBMISSION AND OPENING OF BIDS** | **26. Instruction for bid submission**  
The bidder shall submit a duly signed and complete bid comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The Price Schedule shall be submitted together with the Technical Bid. The bid shall be delivered according to the method specified in Section 3: Data Sheet.  
The bid shall be signed by the bidder or person(s) duly authorized to commit the bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or, if requested, a Power of Attorney, accompanying the bid.  
Bidders must be aware that the mere act of submission of a bid, in and of itself, implies that the bidder fully accepts UNRWA’s General Conditions of Contract, which are available on the UNRWA website. |
| **27. Deadline for bid submission** | Complete bids must be received by UNRWA in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Bid should be submitted, refer to the Time and Date website. It shall be the sole responsibility of the bidders to ensure that their bid is received by the closing date and time.  
UNRWA may, at its discretion, extend this deadline for the submission of bids by amending the solicitation documents in accordance with Article 8 (Amendment of solicitation documents). In this case, all rights and obligations of UNRWA and bidders subject to the previous deadline will thereafter be subject to the new deadline as extended. |
| **28. Withdrawal, substitution and modification of bids** | A bidder may withdraw, substitute or modify its bid after it has been submitted at any time prior to the deadline for submission by sending a written notice to UNRWA, duly signed by an authorized representative. The corresponding substitution or modification of the bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of bids.  
If submission via mail / courier is acceptable as per Section 3: Data Sheet, proposals must be clearly marked as “WITHDRAWAL”, “SUBSTITUTION” OR “MODIFICATION”.  
However, after the deadline for bid submission, the bids shall remain valid and open for acceptance by UNRWA for the entire bid validity period, as may be extended. |
| **29. Storage of bids** | Bids received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified bid opening date stated in Section 3: Data Sheet. No responsibility shall be attached to UNRWA for prematurely opening an improperly addressed and/or identified bid. |
| **30. Bid opening** | Bids will be opened by a committee formed by UNRWA consisting of at least three (3) personnel including the chairperson. |
| **31. Late bids** | Any bid received by UNRWA after the deadline for submission of bids will be destroyed unless the bidder requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned bidding documents.  
In exceptional circumstances, late bids may be accepted if it is determined that the submission was sent in ample time prior to the bid closing and the delay could not be reasonably foreseen by the bidder or was due to force majeure or in other cases |
where UNRWA at its sole discretion determines it is in the interest of the Agency to accept a late bid.

### EVALUATION OF BIDS

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

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

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

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

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

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

36. **Evaluation of technical bids**
Technical evaluation will be conducted to establish substantial compliance, as per the criteria included in Section 4: Evaluation Criteria. When the bid varies in one or more aspect/s from the minimum technical specifications and/or delivery requirements specified in Section 5: Schedule of Requirements, the bid will not be considered substantially compliant and will not be evaluated further.

37. **Evaluation of prices**
The prices of bids found to be substantially compliant, will be compared to identify the most substantially compliant bid which represents the lowest overall costs to UNRWA.

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

- a) Verification of accuracy, correctness and authenticity of information provided by the bidder;
- b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or with previous clients, or any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;
- e) Physical inspection of the bidder’s offices, branches or other places where business transpires, with or without notice to the bidder;
- f) Other means that UNRWA may deem appropriate, at any stage within the selection process, prior to awarding the contract.

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

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

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

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

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

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

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

41. **Nonconformities, reparable errors and omission**

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

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

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

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

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

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

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

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

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

43. **Samples**

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

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

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<td>44. Award criteria</td>
<td>In the event of a Contract award, UNRWA shall award the Contract to a bidder who has been determined as eligible and qualified and whose bid has been determined to be the lowest priced, substantially compliant offer to the ITB. UNRWA reserves the right to conduct negotiations with the bidder recommended for award on the content of their bid.</td>
</tr>
<tr>
<td>45. Right to vary requirement at time of award</td>
<td>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. Notification of award</td>
<td>UNRWA will notify the successful bidder in writing by email or post, that its bid has been accepted.</td>
</tr>
<tr>
<td>47. Debriefing</td>
<td>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. Publication of Contract Award</td>
<td>UNRWA may publish the contract award on United Nations Global Marketplace, with the ITB reference number, the information of the awarded bidder company name, contract amount or LTA and the date of the contract.</td>
</tr>
<tr>
<td>49. Performance security</td>
<td>The successful bidder, if so specified in Section 3: Data Sheet shall furnish a performance security in the amount and form specified therein, within the specified number of days after receipt of the contract from UNRWA. Banks issuing performance securities must be acceptable to UNRWA comptroller, i.e. banks certified by the central bank of the country to operate as a commercial bank. UNRWA shall promptly discharge the bid securities of the unsuccessful bidders pursuant to Article 17 (Bid Security). Failure of the successful bidder to submit the above-mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event UNRWA may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by UNRWA to be qualified to perform the contract satisfactorily.</td>
</tr>
<tr>
<td>50. Bank guarantee for advance payment</td>
<td>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. Liquidated Damages</td>
<td>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. Bid protest</td>
<td>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 ITBS-3322000009. The service is for the provision of Provision of Mural Artist / Painting Services for UNRWA Headquarters Amman Wall as further described in Section 4 of this ITB.</td>
</tr>
<tr>
<td>4. Eligible bidders</td>
<td>Proposers from all countries/territories are eligible to participate in this proposal process.</td>
</tr>
<tr>
<td>7. Clarification of solicitation documents</td>
<td>Contact details for clarification of solicitation documents: 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 “ITBS-3322000009-(DM)” under the subject) or ii) via in-tend “correspondences” tab. ATTENTION: 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 YOUR BID.</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 USD.</td>
</tr>
<tr>
<td>15. Duties and taxes</td>
<td>All prices shall: Be exclusive of VAT and other applicable indirect taxes.</td>
</tr>
<tr>
<td>16. Bid validity period</td>
<td>90 days</td>
</tr>
<tr>
<td>17. Bid security</td>
<td>Not Required</td>
</tr>
<tr>
<td>20. Alternative bids</td>
<td>Shall not be considered.</td>
</tr>
<tr>
<td>21. Pre-bid conference</td>
<td>Will not be conducted</td>
</tr>
<tr>
<td>22. Site inspection</td>
<td>A site inspection will not be held.</td>
</tr>
<tr>
<td>26. Instruction for bid submission</td>
<td>Allowable manner of submitting proposals: ☒ E-tendering (In-Tend). The bids shall be submitted via the UNRWA e-tendering system (In-Tend) which can be accessed through the United Nations Global Marketplace. This document.</td>
</tr>
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</table>
contains general guidance on how to register with UNGM and make a submission. The UNGM website also contains a help section with further guidance.

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<tbody>
<tr>
<td><strong>27.</strong></td>
<td><strong>Deadline for bid submission</strong></td>
</tr>
<tr>
<td>Date:</td>
<td>16 October 2022</td>
</tr>
<tr>
<td>Time:</td>
<td>13:00PM</td>
</tr>
<tr>
<td>Time zone:</td>
<td>Amman Time</td>
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<tbody>
<tr>
<td><strong>Expected date for commencement of contract</strong></td>
<td>01 November 2022</td>
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<tr>
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<tbody>
<tr>
<td><strong>Contract award to one or more bidder</strong></td>
<td>UNRWA may award a contract to:</td>
</tr>
<tr>
<td></td>
<td>One Bidder Only</td>
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<tbody>
<tr>
<td><strong>49.</strong></td>
<td><strong>Performance security</strong></td>
</tr>
<tr>
<td></td>
<td>Not Required</td>
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</tbody>
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<tbody>
<tr>
<td><strong>50.</strong></td>
<td><strong>Advance payment</strong></td>
</tr>
<tr>
<td></td>
<td>Not Allowed</td>
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<tbody>
<tr>
<td><strong>51.</strong></td>
<td><strong>Liquidated Damages</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Will not be imposed</strong></td>
</tr>
<tr>
<td></td>
<td>Percentage of contract price per day of delay: Click or tap here to enter number.% up to a maximum of 10% of the Contract value, after which UNRWA may terminate the contract.</td>
</tr>
</tbody>
</table>
SECTION 4: SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE

PROVISION OF MURAL ARTISTS/ PAINTING SERVICES FOR UNRWA HEADQUARTERS AMMAN WALL

1. Background
UNRWA is a United Nations agency established by the General Assembly in 1949 and is mandated to provide assistance and protection to a population of some 5 million registered Palestine refugees. Its mission is to help Palestine refugees in Jordan, Lebanon, Syria, West Bank and the Gaza Strip to achieve their full potential in human development, pending a just solution to their plight. UNRWA’s services encompass education, health care, relief and social services, camp infrastructure and improvement, microfinance and emergency assistance. UNRWA is funded almost entirely by voluntary contributions. UNRWA is the largest UN operation in the Middle East with more than 28,000 staff

The Mural project comes as part of the bureau of Populations, Refugees, and Migration (PRM) contribution for the humanitarian principles. The general purpose of the project is to increase engagement with local communities, provide art as a form of psychosocial support and alleviation to beneficiaries, and raise awareness about the humanitarian principles amongst staff and beneficiaries. The project was kicked off in September 2021 with a series of events, including a teachers’ competition on humanitarian principles and a student’s drawing event across UNRWA schools to finally produce a Mural catalogue. The last phase of the project is painting the murals by contracted mural artists/companies with the help of UNRWA students

2. Purpose
Under the Mural project, UNRWA is looking to contract with a Mural artist/arts company. The purpose of contracting an external service provider is to i) raise awareness of the humanitarian principles and UN values and their importance through painting murals that communicate positive messaging on the humanitarian principles; and ii) improve the psychosocial health of beneficiaries through art.

3. Objectives and Goals
UNRWA is looking to appoint a competent service provider (mural artist/arts company) with proven success and capability with appropriate multidisciplinary experience and skills (key specialist skills) needed to assist as a partner in painting services aligned with the outlined project proposal of the Agency, which can be summarised as the following:

- Promote creativity in portraying positive messages.
- Raise awareness of the humanitarian principles among beneficiaries and staff.

4. Scope of this specific contract
4.1. The main deliverables of the Service Provider are as follows:

- In line with PRM deliverables and funding, the mural project must be concluded by the 31st of December 2022.
- The events will take place in UNRWA headquarters in Amman, Jordan, and the outdoor walls will be painted, please refer to Appendix A for HQ and Wadi Seer Training Center walls measurements.
- The walls are undergoing renovation works, which includes plastering, and the final finish will be coating with two layers of waterproof white emulsion paint (weather resistant).
- The mural artist should provide a mural sketch based on students’ drawings (UNRWA will provide the drawings’ catalogue) on humanitarian principles, to be approved by the project’s team before painting the murals.
- The service provide shall include all tools (brushes, rollers, paint trays, ladders, sandpaper, plastic covers, paint, and any other material required).
- The service provider shall include in their offer all transportation fees to/from UNRWA headquarter.
- The service provider shall include in their offer the implementation timeline, the number of artists that will be working on the project and all transportation fees to/from UNRWA headquarter.

4.2. Special Conditions:
- The department shall retain the copyright of all mural sketches designed and published in line with this contract.
- Any additional work to be added on the contract will be discussed between contractor and the department.
- Prepare and present weekly report of accomplishments for the mural events completed.
- No work of whatsoever nature shall be actioned without obtaining prior approval of the UNRWA project manager.

5. Supply and Maintenance of Equipment
All tools including paint, brushes and rollers, paint trays, ladders, sandpaper, plastic covers and any other equipment and material necessary to execute this contract in accordance with the specification, shall be supplied and maintained by the Contractor to the satisfaction of the Employer.

6. Media Coverage and Marketing
The selected service provider shall not conduct any media coverage or disseminate any marketing material regarding the Mural project in any media outlet or to the public without prior written consent of the Mural project manager/UNRWA.

7. Service Level Agreement
It is recorded that the Employer and the service provider may from time to time agree in writing to additional quality requirements and standards relating to the Services together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement and signed by both parties.

8. Monitoring and Reporting
- Establishment of the Project Management Steering committee to comprise of UNRWA Contracts Management, End User, Service Provider and any other stakeholder relevant to the project.
- A project steering committee will be established to monitor performance and certify invoices prior to payment.

<table>
<thead>
<tr>
<th>MONITORING TOOL</th>
<th>FREQUENCY</th>
<th>EXPECTATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Briefing sessions</td>
<td>Weekly</td>
<td>Oral Feedback</td>
</tr>
<tr>
<td>Meetings</td>
<td>Weekly</td>
<td>Written Progress Report</td>
</tr>
<tr>
<td>Special Projects / interventions</td>
<td>Ad hoc</td>
<td>Presentation of proposed solutions.</td>
</tr>
</tbody>
</table>

- A Project Team will be established to amongst other, monitor performance and certify invoices prior to payment.

9. Duration of The Project
The term of the project will be two (2) months from the date of acceptance of the award/purchase order.

N.B: Service providers can conduct a visit to check the current state of the wall to be painted prior to submitting their proposal. Noting that the wall is currently under renovation works, which includes plastering, and the final finish will be two layers of waterproof white emulsion paint coating (weather resistant).
The location of the wall is UNRWA Headquarters, Sina’a Street, Bayader Wadi Seer, Amman. The link of the location at Google Map is below:

https://goo.gl/maps/JEbQzE1XTDSgSinj7

10. Payment Terms

Payments will be made against the following milestones:

<table>
<thead>
<tr>
<th>Payment</th>
<th>Percentage</th>
<th>Milestone</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Payment</td>
<td>25%</td>
<td>Upon completion of 250 square meter</td>
</tr>
<tr>
<td>2nd Payment</td>
<td>25%</td>
<td>Upon completion of 500 square meter</td>
</tr>
<tr>
<td>3rd Payment</td>
<td>25%</td>
<td>Upon completion of 750 square meter</td>
</tr>
<tr>
<td>4th Payment</td>
<td>25%</td>
<td>Upon completion of 1074 square meter and final acceptance of the works</td>
</tr>
</tbody>
</table>

Final Payment amount will be in accordance with the actual square meters painted at the end of the project.
SECTION 5: EVALUATION CRITERIA

Mandatory Evaluation Criteria

The vendor shall satisfy itself that the following information has been provided in its bid by ticking one the boxes below. Supporting documentation which verifies the claims shall also be attached to the bid.

<table>
<thead>
<tr>
<th>S/No</th>
<th>Description of the evaluation criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Professional Experience, Reputation, Strength of Logistics Company</td>
</tr>
</tbody>
</table>
| 1    | Experience of the company: Vendors must have a minimum of 5 years’ experience in provision of Art work and painting murals  
We confirm that we have the required experience and we have attached documents (e.g. Incorporation certificate, evidence of projects completed, annual tax returns or any other documents to demonstrate that my company has at least years’ experience)  
☐ We do have 5 years’ experience  
☐ We don’t have 5 years’ experience  
☐ Evidence attached  
☐ Evidence not attached  
Name--------------------------------------------- Signature: ----------------------------------------- |
| 2    | Performance: The vendor must have performed a minimum of two (2) contracts of the same range and size, performed within the last five (5) years. Please list names of clients with contact details below: |
|      | Name of Institution | Name of contact Person | Email/ Telephone |
| 1.   |  |  |  |
| 2.   |  |  |  |
| 3    | Contract Manager: Confirmation of submission of the CV of Contract Manager having experience of at least 5 years in art works and mural paintings, with proficiency in English and Arabic.  
☐ CV is attached  
☐ CV is not attached |
| 4    | Competency of the Team members: The vendor must demonstrate team members competency and qualifications to complete the project, providing examples of previous art murals work.  
☐ Examples provided  
☐ Examples not provided |
| 4    | Location: the Contract Manager and his team shall be available in Jordan or have easy access to Jordan  
☐ Confirmed  
☐ Not confirmed |
| 5    | Acceptance of the Terms of Reference: The vendor must confirm the acceptance of the Terms of Reference as in indicated  
☐ Confirmed  
☐ Not confirmed |
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](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 each also 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 performance of 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. **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 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 termed or described,
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,
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...
FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

19. TAX EXEMPTION:

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

19.2 The Contractor authorizes UNRWA to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, 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 regarding 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 exploitative 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.
6.2 Contract Form

In the event of an award, the following sample Contract will be used:

CONTRACT NO. XXXXXXXXXXXXXXXXXXX

BETWEEN

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

AND

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

FOR

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

This Service Contract is made on ________, by and between the United Nations Relief and Works Agency for Palestine Refugees in the Near East (“UNRWA”) and xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx (the “Contractor”).

WHEREAS UNRWA wishes to engage the Contractor to [type of Services] (the “Services”) in accordance with the terms and conditions set forth in this Contract (as defined below);

WHEREAS, the Contractor represents that it possesses the requisite knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, willing, and able to provide such Services in accordance with the terms and conditions set forth in this Contract ; and

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

ARTICLE 1
CONTRACT DOCUMENTS

1.1 This document, together with the Annexes hereto and referred to below, all of which are incorporated herein and made part hereof, constitute the entire contract between the Parties for the purchase of [type of Services] (the “Contract” or this “Contract”):

Annex A: UNRWA General Conditions of Contract – Contracts for the Provision of Services (the “General Conditions”).
Annex B: Terms of Reference
Annex C: Contractor’s Financial Proposal
Annex D: Form of Purchase Order.

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

1.2.1 First, this document;
1.2.2 Second, Annex A;
1.2.3 Third, Annex B;
1.2.4 Fourth, Annex C;
1.2.5 Fifth, Annex D
1.3 This Contract embodies the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as herein expressly set forth.

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

1.5 This Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with this Contract, shall be deemed to include, and shall be interpreted and applied consistently with, the provisions of Article 17 (Settlement of Disputes) and Article 18 (Privileges and Immunities) of the General Conditions (Annex A).

ARTICLE 2
EFFECTIVE DATE; TERM OF CONTRACT

2.1 This Contract shall take effect on the date both Parties have signed this Contract, or if the Parties have signed it on different dates, the date of the latest signature (the “Effective Date”).

2.2 This Contract shall remain in effect for a period of three (03) year from the Effective Date, unless earlier terminated in accordance with the terms of this Contract (the “Initial Term”). UNRWA may, at its sole option, extend the Initial Term of this Contract, under the same terms and conditions as set forth in this Contract, for a maximum of two (2) additional period of one (1) year (the “Extended Term”). UNRWA shall provide a written notice of its intention to do so at least thirty (30) days prior to the expiration of the then Term.

2.3 Notwithstanding and in addition to the termination rights provided in Article 14 (Termination) of the General Conditions (Annex A), and without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise, UNRWA may, in its sole discretion and without giving any reasons therefore, terminate the Contract without cause, in whole or in part upon thirty (30) days written notice to the Contractor. In the event of termination pursuant to this Article, UNRWA shall only be responsible for payment for those Services provided to UNRWA in accordance with the requirements of the Contract, but only if such Services were ordered through the issuance of a Purchase Order, requested or otherwise provided prior to the Contractor’s receipt of notice of termination from UNRWA.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES; RESPONSIBILITIES OF THE CONTRACTOR; PERSONNEL

Representations and Warranties

3.1 The Contractor represents and warrants that:

3.1.1 it is duly organized, validly existing and in good standing;
3.1.2 it has all necessary power and authority to execute and perform this Contract;
3.1.3 the execution and performance of this Contract will not cause it to violate or breach any provision in its charter, certificate of incorporation, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument;
3.1.4 this Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms;
3.1.5 all of the information it has provided to UNRWA concerning provision of the Services pursuant to this Contract is true, correct, accurate and not misleading; and
3.1.6 it is financially solvent and is able to provide the Services to UNRWA in accordance with the terms and conditions of the Contract.

Responsibilities of the Contractor

3.2 The Contractor shall provide to UNRWA the [type of Services], and in accordance with the terms and conditions of this Contract.

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

3.4 In the event that a Purchase Order (as defined below) does not contain all information required to fulfill the Order, the Contractor shall promptly contact UNRWA in writing, including by email.

3.5 The Contractor and its Personnel (as defined below) shall perform the Services under this Contract with the necessary care and diligence, and in accordance with the highest professional standards accorded to professionals providing similar Services in a similar industry.

3.6 The Contractor acknowledges (i) that UNRWA shall have no obligation to provide any assistance to the Contractor in performing the Services other than as expressly set forth herein (ii) and that UNRWA makes no representations as to the availability of any facilities or equipment which may be helpful or useful for performing the Services.

3.7 In addition to its obligations under Article 20 (Observance of the Law) of the General Conditions (Annex A), the Contractor shall be aware of and shall comply with all applicable international standards and national labor laws, ordinances, rules, and regulations pertaining to the employment of national and international staff in connection with the Services in Jordan, including, without limitation, laws, ordinance, rules and regulations associated with the payment of the employer’s portions of income tax, insurance, social security, or health insurance, worker’s compensation, retirement funds, severance or other similar payments.

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

3.9 Upon request from UNRWA, the Contractor shall be responsible for providing reports on the Services performed under the Contract/Purchase Order.

Personnel

3.10 Without limiting and further to Articles 4.1 and 4.2 of the General Conditions (Annex A), the Contractor shall supervise and be fully responsible and liable for all work and Services performed by its personnel, employees, officials, agents, servants, representatives and sub-contractors (or any of those sub-contractors’ personnel, employees, officials, agents, servants and representatives) (“Personnel”) and for their compliance with the terms and conditions of this Contract. The Contractor shall ensure that all Personnel performing work or services under this Contract are qualified, reliable, competent, properly trained, and conform to the highest standards of moral and ethical conduct.

3.11 Without limiting and further to the General Conditions (Annex A), the Contractor shall be fully responsible and liable for, and UNRWA shall not be liable for (i) any action, omission, negligence or misconduct of the Contractor or its Personnel, (ii) any insurance coverage which may be necessary or desirable for the purpose of this Contract, or (iii) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor’s Personnel. The obligations under this Article do not lapse upon expiration or termination of this Contract.

3.12 Without limiting and in addition to Article 4.7 of the General Conditions (Annex A), the Contractor shall ensure that its Personnel abide by all security regulations, policies and procedures of UNRWA.

3.13 Without limiting and further to Article 7 (Insurance and Liability) of the General Conditions (Annex A) and the foregoing provisions of this Contract, the Contractor shall ensure that all of its Personnel used to perform the Services in connection with this Contract are (i) medically fit to perform such Services, and (ii) adequately covered by insurance for any service-related illness, injury, death or
disability. The Contractor shall submit proof of such medical fitness and such insurance satisfactory to UNRWA, immediately upon request from UNRWA.

**ARTICLE 4**

**PURCHASE ORDERS**

4.1 UNRWA shall issue to the Contractor, from time to time during the Initial Term, and, in the event of an extension of the Contract, the Extended Term, and Purchase Orders in the form set out at Annex D, setting out the type of Services required and other instructions for the performance of Services (each, a “Purchase Order”). No Purchase Order shall be valid unless authorized and signed by a duly authorized UNRWA official. There is no financial commitment by UNRWA unless a valid Purchase Order is issued to the Contractor. Each Purchase Order shall, at a minimum, make reference to this Contract, indicate the types of Services ordered, the applicable price for the Services being ordered, schedule for performance, and other relevant details. The Purchase Orders shall be transmitted to the Contractor by email.

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

4.3 The Contractor shall promptly acknowledge receipt of each Purchase Order, and the date of its receipt, by counter-signing the Purchase Order and returning it by email, within three (3) working days. Any failure by the Contractor to provide such acknowledgement shall not relieve the Contractor from discharging its obligations under the Contract.

4.4 The Contractor shall accept changes to or cancellations of Purchase Orders by UNRWA without penalty or charge, provided UNRWA provides notice of such change or cancellation not later than five (5) working days following issuance of the Purchase Order.

4.5 UNRWA does not guarantee the order of any minimum quantity of Services from the Contractor under this Contract.

**ARTICLE 5**

**PRICE; PAYMENT**

5.1 In full consideration for the complete, satisfactory and timely performance by the Contractor of all its obligations under this Contract, UNRWA shall pay the Contractor for the Services, a Maximum Contract Value of XXXXXXXXXXXXXXXXXXXXXX (USD xxxxxxxxxxxxxxx), for the entire duration of the Contract including any Extended Terms, as set forth in the Estimated Contract Value.

5.2 Without prejudice to or limiting the provisions of Article 19 (Tax Exemption) of the General Conditions (Annex A), the Maximum Contract Value for all of the Services is inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract, including, all taxes, duties, levies, fees and other charges of any nature imposed by any authority or entity.

5.3 The Contractor shall submit to UNRWA invoices for all Services provided to UNRWA in accordance with this Contract, together with such supporting documentation as UNRWA may require, as indicated in each Purchase Order issued to the Contractor. The Contractor shall send the invoices to UNRWA for Payment. The Contractor’s invoice shall specify, at a minimum, a description of the Services provided; the applicable prices for the Services (in accordance with the total premium for 5 years; the Purchase Order and Contract Numbers to which the invoice relates; and refer to UNRWA’s Contract Manager indicated in Article 8.1.1 or another point of contact for questions related to the invoice. Unless otherwise authorized in writing by UNRWA, each invoice submitted shall relate to only one Purchase Order.

5.4 Except as hereinafter provided, payments (annual premium) under this Contract shall be made to the Contractor within thirty (30) days from receipt of the Contractor’s invoice and supporting
documentation, and certification by UNRWA’s Contract Manager designated in Article 8.1.1 below that the Services represented by the invoice have been satisfactorily completed and that the Contractor has otherwise performed in conformity with the terms and conditions of this Contract and the Purchase Order to which the invoice relates, unless UNRWA disputes the invoice or a portion thereof. All payments due to the Contractor under this Contract shall be made by electronic funds transfer to the Contractor’s bank account, the details of which have been notified by the Contractor, as follows:

- **Account name:**
- **IBAN:**
- **Bank name:**
- **SWIFT Code:**
- **Bank Address**
- **Currency:**

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

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

5.7 In addition to any other rights and remedies available to it, and without prejudice to any other rights or remedies that UNRWA may have under this Contract, UNRWA shall have the right, without prior notice to the Contractor, any such notice being waived by the Contractor, upon any amounts becoming due and payable hereunder to the Contractor, to set off against any amount payable by UNRWA under this Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNRWA to the Contractor) owing by the Contractor to UNRWA hereunder or under any other contract or agreement between the Parties. UNRWA shall promptly notify the Contractor of such set-off and the reasons thereof, provided, however, that the failure to give such notice shall not affect the validity of such set-off.

5.8 Payments made in accordance with this Article shall constitute a complete discharge of UNRWA’s obligations with respect to the relevant invoices or portions thereof.

5.9 Payments effected by UNRWA to the Contractor shall not relieve the Contractor of its obligations under this Contract and shall not be deemed to be acceptance by UNRWA of the Contractor’s performance.

5.10 The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract nor any accrued interest on payments withheld by UNRWA that are subject to dispute.

**ARTICLE 6**

**REVIEW; IMPROPER PERFORMANCE**

6.1 UNRWA reserves the right to review and inspect (including the performance of tests, as appropriate) all Services performed by the Contractor under this Contract, to the extent practicable, at all reasonable places and times during the Initial Term and Extended Terms, if any, of this Contract. UNRWA shall perform such review and inspection in a manner that will not unduly hinder the performance of the Services by the Contractor. The Contractor shall cooperate with all such reviews by UNRWA, at no cost or expense to UNRWA.

6.2 If any Services performed by the Contractor do not conform to the requirements of this Contract, without prejudice to and in addition to any of UNRWA’s other rights and remedies under this
Contract or otherwise, UNRWA shall have the following options, to be exercised in its sole discretion:

6.2.1 If UNRWA determines that the improper performance can be remedied by way of re-performance or other corrective measures by the Contractor, UNRWA may request the Contractor in writing to take, and the Contractor shall take, at no cost or expense to UNRWA, the measures necessary to re-perform or take other appropriate actions to remedy the improperly performed Services within five (5) working days of receipt of the written request from UNRWA or within such shorter period as UNRWA may have specified in the written request if emergency conditions so require, as determined by UNRWA in its sole discretion.

6.2.2 If the Contractor does not promptly take corrective measures or if UNRWA reasonably determines that the Contractor is unable to remedy the improper performance in a timely manner, UNRWA may obtain the assistance of other entities or persons and have corrective measures taken at the cost and expense of the Contractor. In addition, in the event of UNRWA’s obtaining the assistance of other entities or persons, the Contractor shall cooperate with UNRWA and such entity or person in the orderly transfer of any Services already completed by the Contractor.

6.2.3 If UNRWA, in its sole discretion, determines that the improper performance cannot be remedied by re-performance or other corrective measures by the Contractor, UNRWA may terminate the Contract in accordance with Articles 14.1 or 14.2 (second sentence) of the General Conditions (Annex A) without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise.

6.3 Neither review nor inspection hereunder, nor failure to undertake any such review or inspection, shall relieve the Contractor of any of its warranty or other obligations under this Contract.

ARTICLE 7
LICENSES, PERMITS, AND OTHER AUTHORIZATIONS

7.1 The Contractor shall be responsible for obtaining, at its own cost, all licenses, permits and authorizations from governmental or other authorities necessary for the performance of this Contract, including, without limitation, all entry/exit visas and work permits for its Personnel and customs clearances for equipment and material provided by the Contractor.

ARTICLE 8
DESIGNATION OF THE PARTIES’ CONTRACT MANAGERS

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

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

XXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXX
Mob. XXXXXXXXXXXXXXXX
E-mail: XXXXXXXXXXXXXX

8.1.2 The Contractor has designated as its Contract Manager the following person:
ARTICLE 9
NOTICES

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

If to the Contractor
XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXxX

If to UNRWA:
CSSD-HQ, Amman
Bayader Wadi Seer-
PO Box: 140157
Amman 11814 Jordan
Tel: +962 6 5808400
Email: cssd@unrwa.org

9.2 Notices and other communications required or contemplated by this Contract delivered by mail or recognized overnight delivery service shall be effective on the date they are officially recorded as recorded by the postal or delivery service as delivered to (or refused by) the intended recipient by return receipt or equivalent. Such notices and other communications delivered in person shall be effective on the date of actual receipt.

ARTICLE 10
MISCELLANEOUS

10.1 Without limiting the provisions of Article 21 (Modifications) of the General Conditions (Annex A), no terms or provisions of this Contract shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the Party giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Contract shall constitute a consent to, or excuse or waiver of, any other subsequent breach.

10.2 If any provision of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.3 Headings and titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract for any purpose whatsoever.

10.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.

10.5 Unless the context otherwise clearly indicates, all references to the singular herein shall include the plural and vice versa.

10.6 This Contract and everything herein contained shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns. No other person shall be a third party beneficiary hereof or have or be entitled to assert rights or benefits hereunder.
IN WITNESS WHEREOF, the parties have, through their authorized representatives, executed this Contract on the date herein below written.

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

Witness

Witness
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 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 ITBS-3322000009

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

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

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

Further information: Click or tap here to enter text.

| ☐                | 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>
</tr>
</thead>
<tbody>
<tr>
<td>□ Form C: Bid Submission</td>
</tr>
<tr>
<td>□ Form D: Bidder Information</td>
</tr>
<tr>
<td>□ Form E: Joint Venture/Consortium/Association Information</td>
</tr>
<tr>
<td>□ Form F: Technical Bid Forms (Forms F-1, F-2 &amp; F-3)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Have you provided the required documents to establish compliance with the evaluation criteria in Section 5?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
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</tbody>
</table>

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

**Price Schedule:**

<table>
<thead>
<tr>
<th>□ Form G: Price Schedule</th>
</tr>
</thead>
</table>
FORM C: BID SUBMISSION

<table>
<thead>
<tr>
<th>Name of bidder:</th>
<th>Click or tap here to enter text.</th>
<th>Date:</th>
<th>Click or tap to enter a date.</th>
</tr>
</thead>
</table>

ITB reference: ITBS-3322000009

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>
<th>Requirements and Terms and Conditions:</th>
<th>I/We have read and fully understand the ITB, including the ITB Information and Data Sheet, Schedule of Requirements, the General Conditions of Contract and any Special Conditions of Contract. I/we confirm that the bidder agrees to be bound by them.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>I/We confirm that the bidder has the necessary capacity, capability and necessary licenses to fully meet or exceed the requirements and will be available to deliver throughout the relevant contract period.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Ethics: In submitting this bid I/we warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any competitor; has not directly or indirectly approached any representative of UNRWA (other than the point of contact) to lobby or solicit information in relation to the ITB; has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of UNRWA.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>I/We confirm to undertake not to engage in proscribed practices, or any other unethical practice, with UNRWA or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to UNRWA. I/We have read and will adhere to the United Nations Supplier Code of Conduct and understand that adherence to it is a requirement for participating in any solicitation exercise of UNRWA.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Conflict of interest: I/We warrant that the bidder has no actual, potential or perceived conflict of Interest in submitting this bid, or entering into a contract to deliver the requirements. Where a conflict of interest arises during the ITB process the bidder will report it immediately to UNRWA’s Point of Contact.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Prohibitions, Sanctions: I/We hereby declare that our firm, its affiliates or subsidiaries or employees, including any Joint Venture/Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by UNRWA or any other entity of the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group.</th>
</tr>
</thead>
</table>

|   |   | I/We do not employ, or anticipate employing, any person[s] who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in |

UNRWA Invitation to Bid No. ITBS-3322000009
<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐</td>
<td>his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>Bankruptcy: I/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future.</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>Bid Validity Period: I/We confirm that this bid, including the price, remains open for acceptance for the bid validity period.</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>I/We understand and recognize that you are not bound to accept any bid you receive and we certify that the goods offered in our bid are new and unused.</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organisation/s to make this declaration on its/their behalf.</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>ITB Reference</th>
<th>ITBS-3322000009</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal name of bidder</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Legal Address, City, Country</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Website</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Year of registration</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Bidder’s Authorized Representative information</td>
<td>Name and Title: Click or tap here to enter text. Telephone numbers: Click or tap here to enter text. Email: Click or tap here to enter text.</td>
</tr>
<tr>
<td>Legal structure</td>
<td>Choose an item.</td>
</tr>
<tr>
<td>Organisational type</td>
<td>Choose an item.</td>
</tr>
<tr>
<td>Current Licenses, if any, and permits (with dates, numbers and expiration dates)</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>No. of full-time employees</td>
<td>Click or tap here to enter number.</td>
</tr>
<tr>
<td>No. of staff involved in similar supply contracts</td>
<td>Click or tap here to enter number.</td>
</tr>
<tr>
<td>Are you a UNGM registered vendor?</td>
<td>☐ Yes ☐ No If yes, insert UNGM Vendor Number</td>
</tr>
<tr>
<td>Years of supplying to UN organisations</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Are you an UNRWA vendor?</td>
<td>☐ Yes ☐ No If yes, insert Vendor Number</td>
</tr>
<tr>
<td>Countries of operation</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Subsidiaries in the region (please indicate names of subsidiaries and addresses, if relevant to the bid)</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Commercial Representatives in the country: Name/Address/Phone (for international companies only)</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Presence and characteristics of in-house quality control laboratory (if relevant to bid)</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Does your Company have a corporate environmental policy or environmental management system such as ISO 14001 or ISO 14064 or equivalent?</td>
<td>Tick all that apply and provide supporting documentation. ☐ Corporate Environmental Policy ☐ ISO 14001 ☐ ISO 14064 ☐ Other, specify Click or tap here to enter text.</td>
</tr>
<tr>
<td>Does your organization demonstrate significant commitment to sustainability, including the following aspects that have been identified in the UN Sustainable Procurement Framework?</td>
<td>Attach a formal statement that outlines your organisation’s commitment to sustainability, where possible providing evidence of tangible results that demonstrate progress such as: Tick all that are attached: ☐ Formal statement ☐ Sustainability report</td>
</tr>
</tbody>
</table>
| • Environmental: prevention of pollution, sustainable resources; climate change and mitigation and the protection of the environment, biodiversity. | ☐ UN Global Compact Communication on Progress  
☐ Member of the Women Empowerment Principles network  
☐ Other, specify Click or tap here to enter text. |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Social: human rights and labour issues, gender equality, sustainable consumption, and social health and wellbeing.</td>
<td></td>
</tr>
<tr>
<td>• Economic: whole life cycle costing, local communities and small or medium enterprises, and supply chain sustainability.</td>
<td></td>
</tr>
</tbody>
</table>

| 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>Date:</th>
<th>ITB reference:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Click or tap here to enter text.</td>
<td>Click or tap to enter a date.</td>
<td>ITBS-3322000009</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>
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<tr>
<td>Signature: __________________________</td>
<td>Signature: __________________________</td>
</tr>
<tr>
<td>Date: __________________________</td>
<td>Date: __________________________</td>
</tr>
</tbody>
</table>
FORM F: PRICE SCHEDULE

ITB No.: ITBS-3322000009
Currency: -------------------------------------

Form F-1: Mandatory Requirements

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)

UNRWA reserves the right to reject proposals from vendors who do not accept the UNRWA GCC

☐ I do hereby accept the UNRWA General Conditions of Contract for Services (See Section 6.1)

☐ 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.
Form F-2: Pricing Matrix

ITB Reference No.: ITBS-3322000009

Currency: _______

<table>
<thead>
<tr>
<th>Description</th>
<th>Square meters (m²)*</th>
<th>Unit Cost/m²</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Artist for painting murals Painting material. All-inclusive as per the scope in the terms of reference.</td>
<td>1074</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Payment will be made in accordance with the actual square meters painted at the end of the project.

Name & Title of Authorized Representative: 
Signature: 
Company Name and Address: 
Tel No. | e-mail address: |
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- STEP 2: LOG INTO YOUR UNGM ACCOUNT .......................................................... 6
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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).

WELCOME TO THE UNGM

Login and New Registrations
Business Opportunities
Tender Alert Service
UN Staff Area
Contract Awards
Knowledge Centre

ACCOUNT REGISTRATION

Please select the type of registration by clicking on the relevant box below.

1. If you are a company, enter your company name here.
2. If you are a consultancy, enter your consultancy name here.
3. If you are an NGO, enter your NGO name here.
4. If you are a UN agency, enter your UN agency name here.
5. If you are a Chamber of Commerce, enter your Chamber of Commerce name here.
6. If you are a trade mission, enter your trade mission name here.
7. If you are a non-commercial entity, enter your non-commercial entity name here.
8. If you are a UN Purchasing Center, enter your UN Purchasing Center name here.

Data entered will be checked by relevant authorities and may be shared with UN and the United Nations System. This information will be used for registration purposes and may be updated periodically.
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 >**.

---

**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**

UNGM 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 3 ‘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 4 ‘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 5 ‘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 6 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 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.

<table>
<thead>
<tr>
<th>Subscription Plan</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>4-month plan</td>
<td>$175.00</td>
</tr>
<tr>
<td>One-year plan</td>
<td>$250.00</td>
</tr>
<tr>
<td>Two-year plan</td>
<td>$400.00</td>
</tr>
</tbody>
</table>

**For more help and guidance please visit UNGM [Help Center](https://www.ungm.org/help-center).**

If you urgently need assistance, you can also contact UNGM at [registry@ungm.org](mailto:registry@ungm.org) for urgent assistance.