Subject: Request for Proposal RFP/UNRWA/CSSD/DG/007/2020- Provision of Clearance and Transportation Service.

1. The United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA) hereby invites you to submit a bid to this Request for Proposal (RFP) for the above subject. Proposals are required to be received by UNRWA no later than Monday 9th March 2020 at 14:00 PM (Amman Time) (the Closing Time).

2. This RFP consists of this letter, the subsequent instructions and the following annexes:
   - Annex A: General Instructions on Proposal Submission
   - Annex B: Acknowledgement letter
   - Annex C: Terms of Reference
   - Annex D: Technical Evaluation Criteria
   - Annex F: Performance Bond
   - Annex G: Non-Mandatory Bidders Conference
   - Annex H: General conditions of contract
   - Annex I: Vendor Profile Form
   - Annex J: Draft Contract
   - Annex K: Instructions on UNGM Registration and Bid Submission through In-Tend

3. UNRWA intends to establish Long Term Agreements (LTA) with successful bidder/s for an initial period of three (3) years with the possibility of additional Two (2) one year periods (3+1+1). The LTA and extensions are subject to the agency needs and satisfactory performance of the selected provider.

4. You are kindly requested to return the attached Annex B - Acknowledgement Letter, duly signed by an authorized representative of your company via email cssd@unrwa.org The letter should advise whether your company intends to submit a proposal and if not, indicate the reason.

5. For clarifications regarding this RFP, please contact in writing the Procurement Section of the Central Support Services Division, UNRWA Headquarters Amman through e-mail to cssd@unrwa.org no later than Tuesday 25th February 2020 at 13:00 PM (Amman Time). Please indicate the RFP reference number in the subject line.

6. We look forward to your Proposal and thank you in advance for your interest in UNRWA procurement opportunities.

Yann Kervinio

Chief, Central Support Services Division
ANNEX A: GENERAL INSTRUCTIONS

GENERAL

1. UNRWA solicits Proposals in response to this RFP. Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the provisions stipulated in this RFP will be accepted unless approved in writing by UNRWA. However, whilst fully complying with the RFP requirements, Proposers are expected to propose solutions that may achieve a most cost-effective and value-for-money approach to fulfilling the requirements of this RFP.

2. Submission of a Proposal shall be deemed to constitute an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and unless specified otherwise, the Proposer has read, understood and agreed to all the instructions provided in this RFP.

3. UNRWA reserves the right to split the award as long as it makes economic business sense to UNRWA.

4. This RFP does not commit UNRWA to award a Contract or to issue a Purchase Order. Any Proposal submitted will be regarded as a proposal by the Proposer and not as an acceptance by the Proposer of any proposal by UNRWA.

5. The Proposer shall bear any and all costs and expenses related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not.

6. Unless otherwise stated in this RFP, all times indicated in this RFP are Amman time.

PROPOSAL SUBMISSION

7. Proposers are required to complete, sign and submit in the English language, the following documents:
   a. Technical offer
   b. Commercial Offer

8. The Proposals shall include information in sufficient scope and detail to allow the UNRWA to consider whether your company has the necessary capability, experience, knowledge, expertise, licenses, financial strength and the required capacity to perform the work specified at a high professional level, as well as any attachments and/or appendices required hereunder.

9. This RFP has two envelopes: technical and the financial envelopes. Each envelope must have the related documents. The technical envelope (proposal) is evaluated first and independently from the financial envelope (proposal). Only proposals meeting the mandatory requirements and have scored minimum pass score of the technical evaluation will be considered further for the next evaluation stage and their financial envelope (proposal) will be opened. The financial envelope (proposal) for unsuccessful technical proposal will remain unopened.

10. UNRWA will for this bid accept just the proposals submitted via its e-tendering system (In-TEND) by visiting the web address www.ungm.org.

11. All proposals will be submitted through In-TEND. The Financial Proposal and the Technical Proposal must be completely separated and each of them must be submitted in its own individual placeholder in the e-tendering system, as appropriate. No Financial Proposal quotes or any related financial information should appear in the Technical Proposal placeholder. Proposals which do not comply with these requirements may be rejected.

       !!!!! Please note that submissions by hand, fax, or email will not be accepted!!!!!!

12. UNRWA does not assume any responsibility for any missing and/or illegible pages of Proposal, and this may result in rejection of your proposal. Only submissions submitted as indicated herein can be accepted. Submissions by any other means, or to any other address, will be rejected. Vendors who submit (a copy of) the Proposal directly to the Procurement Officer (by hand, fax, email or by any other means not described above) will be disqualified.
CLOSING TIME

13. It is the responsibility of the Proposer to ensure that the offers containing the Proposal had been submitted to the above mentioned address before the Closing Time. Proposals submitted after the Closing Time will be rejected and therefore not considered or evaluated.

REQUEST FOR CLARIFICATIONS

14. For clarifications regarding this RFP, please contact in writing the Procurement Section of the Central Support Services Division, UNRWA Headquarters Amman through e-mail to cssd@unrwa.org no later than Tuesday 25th February 2020 at 13:00 PM (Amman Time). Please indicate the RFP reference number in the subject line. Alternatively, clarifications exclusively in writing, via the Correspondence tab in the e-tendering module can be sent no later than Tuesday 25th February 2020 at 13:00 PM (Amman Time). No communication, written or verbal, is allowed in connection with this RFP, with any UNRWA staff members other than the Procurement Officers. Queries received after the above deadline may not be considered.

15. In order to maintain transparency, all Proposers’ requests for clarifications and UNRWA responses will be recorded and circulated to all Proposers, without indicating the source of the request.

BID VALIDITY

16. Your Proposal shall be irrevocable and remain valid for acceptance for at least a 120 days period, commencing on the Closing Time. Offered price should be sales tax free.

17. If deemed necessary by UNRWA, Proposers may be requested to extend the validity of their Proposals for an additional period(s), in order to finalize the solicitation process. If the extension of the validity period is accepted by a Proposer, the Proposer will not be permitted to otherwise modify or consequently withdraw its Proposal.

18. Proposals shall be valid for at least the minimum number of days specified in the Request for Proposal from the Closing date. In the event that a supplier is in a position to extend the validity of his proposal for a limited period beyond the required minimum, this should be stated on the Bid Form. UNRWA reserves the right to determine, at its sole discretion, the validity period in respect of Proposals which do not specify any such maximum or minimum limitation.

SOLICITATION DOCUMENTS

19. Proposers are expected to examine all instructions, forms, specifications, terms and conditions, special conditions contained within this solicitation document (the solicitation documents including the cover letter with all annexes are to be signed and stamped by the bidders). Failure to comply with these documents shall be at the bidder’s risk and may affect the evaluation of the bids, or may result in the rejection of the bid.

PAYMENT TERMS

20. The standard UNRWA terms of payment are 30 calendar days following satisfactory delivery of goods, performance of services and submission of an invoice, whichever is later. Payment for any goods or services by UNRWA shall not be deemed an acceptance of the goods or services. The provisions of Incoterms 2010 shall apply to any delivery terms specified in this RFP.

21. UNRWA’s policy is to preclude advance payments or payment by Letters of Credit. Such provisions in a Bid will be prejudicial to its evaluation by UNRWA.

CURRENCY

22. Prices may be quoted in a currency other than the US Dollar. However, for the purposes of comparison of all Bids, UNRWA will convert the currency quoted in the Bid to US Dollar, in accordance with the prevailing UN Operational Rate of Exchange at the Closing Time.
23. The Contract/Purchase Order awarded to the selected proposer, proposer’s invoices and UNRWA payments will be made in the currency as originally quoted by the Proposer in its Financial Proposal.

**PRICE**

24. The offered price should be all inclusive. If Bidders’ price excludes certain fees and/or charges, bidders must provide a detailed list of excluded fees, with a complete explanation of the nature of those fees. Unless otherwise provided in this RFP, the contract shall be concluded on a Firm Fixed Price basis, and shall not be subject to any adjustment, including the actual cost incurred by the Bidder in performing the contract or any market price change.

**PERFORMANCE BOND**

25. Performance Bond (Bank Guarantee): The successful bidder shall, at its own cost and expense, furnish to UNRWA a performance bond in the form included in this RFP (Annex F), in a sum not less than 10% of the annual contract price. The Performance Bond shall be valid for the entire period of the contract plus 90 days. The performance bond shall be renewed on the same terms and conditions for further periods of time corresponding to the duration of each renewal of the Contract, plus 90 days. The acceptance of submission of the Performance Bond is a mandatory requirement.

**LIQUIDATED DAMAGES.**

26. N/A

**WITHDRAWAL AND MODIFICATION OF PROPOSAL**

27. Proposals may be modified or withdrawn at any time prior to the Closing Time. Modification and/or any other complementary information shall be submitted with the RFP reference number to address stipulated above before the Closing Time.

28. Proposal may not be modified or withdrawn after the Closing Time. If a Proposal is modified or withdrawn by the Proposer after the Closing Time, UNRWA shall be entitled, without prejudices to any other remedies available to UNRWA, to draw on the Bid Security, if required in this RFP. In addition, the Proposer’s registration status as a UN vendor may be subject to review by the UN Vendor Review Committee and may be grounds to suspend or remove the Proposer from the UNRWA vendor roster

**REJECTION OF PROPOSAL**

29. UNRWA reserves the right to reject a Proposal if it does not adhere to the RFP instructions.

**SELECTION PROCESS**

30. UNRWA reserves the right, at its sole discretion, to:

   29.1 Reject any or all Proposals received in response to this RFP and negotiate with any of the Proposers in any manner deemed to be in the best interest of UNRWA

   29.2 Add new considerations, information or requirements at any stage of the process.

31. In exceptional situations, UNRWA may cancel this RFP by a written notification to Bidders.

**CONTRACT AWARD PUBLICATION.**

32. UNRWA shall publish the contract award on UNRWA website: [https://www.unrwa.org/procurement/tenders](https://www.unrwa.org/procurement/tenders)
SIGNING THE CONTRACT

33. UNRWA shall send to the successful bidder the contract which constitutes the notification of award. The successful bidder shall sign, date the Contract and return it to UNRWA within max 05 days.

34. This RFP is subject to the UNRWA General Conditions of Contract (GCC). By submitting a Bid the Bidder confirms that it has accessed, read, understood, agreed and accepted UNRWA’s GCC.

35. This RFP does not commit UNRWA to award a contract or to pay any costs incurred in the preparation or submission of Proposals or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any proposal submitted will be regarded as an offer made by the Proposer and not as an acceptance by the Proposer of an offer made by UNRWA. No contractual relationship will exist except pursuant to a written contract document signed a duly authorized official of UNRWA and by the successful Bidder.

UNGM VENDORS REGISTRATION

36. Bidders must register with the United Nations Global Market (UNGM) at www.ungm.org prior to the award at least at Level 1. Bidders who have already registered in the UNGM shall keep the information updated at http://www.ungm.org.

SUPPLIER CODE OF CONDUCT

37. By submitting a Proposal, the Proposer confirms that it has accessed, read, understood and agrees to comply with the UN Supplier Code of Conduct, which, amongst others, prohibits collusive bidding, anti-competitive conduct, improper assistance and corrupt practices. Bidders should refer to the UN Supplier Code of Conduct at:


COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT

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

- The preparation or submission of proposals,
- The clarification of Proposals, and
- The conduct and content of negotiations, including final contract negotiations, in respect of this RFP or procurement process, or any other procurement process being conducted by UNRWA in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to UNRWA, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

In addition to any other remedies available to it, UNRWA may, at its sole discretion, immediately reject any bid submitted by a Bidder that, in UNRWA’s sole opinion, has engaged in any collusive bidding, other anti-competitive conduct, or any other similar conduct with any other Bidder, person or entity in relation to the preparation or lodgment of bids, whether in respect of this RFP or procurement process, or any other procurement process being conducted by UNRWA in respect of any of its requirements.
IMPROPER ASSISTANCE

39. Proposals that, in the sole opinion of UNRWA, have been compiled:
   • with the assistance of current or former employees of UNRWA, or current or former contractors of UNRWA in violation of confidentiality obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,
   • with the utilization of confidential and/or internal UNRWA information not made available to the public or to the other Bidders,
   • in breach of an obligation of confidentiality to UNRWA, or
   • Contrary to these terms and conditions for submission of a bid, shall be excluded from further consideration.

40. Without limiting the operation of the above clause, a Proposer must not, in the absence of prior written approval from UNRWA, permit a person to contribute to, or participate in, any process relating to the preparation of a Proposal or the procurement process, if the person:
   • at any time during the 6 months immediately preceding the date of issue of this RFP was an official, agent, servant or employee of, or otherwise engaged by, UNRWA,
   • at any time during the 12 months immediately preceding the date of issue of this RFP was an employee of UNRWA personally engaged, directly or indirectly, in the planning or performance of the requirement, project or activity to which this RFP relates, or
   • at any time, was an employee of UNRWA involved, directly or indirectly, in the preparation of this RFP including any earlier versions or the management of this procurement process.

CORRUPT AND FRAUDULENT PRACTICES

41. UNRWA requires that all suppliers observe the highest standard of ethics during procurement and execution of work. Pursuant to this policy, UNRWA defines the terms set forth as follows:
   • Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution of a contract;
   • Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among suppliers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition.

42. UNRWA will declare a supplier ineligible, either indefinitely or for a stated period of time, to be awarded a UNRWA-financed contract/agreement if at any time it determines that the supplier has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNRWA-financed contract/agreement.

UNETHICAL BEHAVIOUR

43. UNRWA strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNRWA suppliers. Accordingly, any registered company that is found to have undertaken unethical, unprofessional or fraudulent activities, as defined above, will be suspended or forbidden to continue business relations with UNRWA.

ZERO TOLERANCE POLICY ON GIFTS AND HOSPITALITY

44. 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. The supplier shall not offer any forms of gifts, hospitality or benefits to UNRWA personnel.
45. Proposers may also visit the below mentioned link to obtain more information on UNRWA procurement policy: https://www.unrwa.org/procurement/policy

**CONFLICT OF INTEREST**

46. A Proposer must not, and must ensure that its employees, officers, advisers, agents or subcontractors do not, place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of UNRWA and the Proposer’s interests during the procurement process.

47. If during any stage of the procurement process or performance of any UNRWA contract a conflict of interest arises, or appears likely to arise, the Proposer must notify UNRWA immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Proposer conflict with the interests of UNRWA, or cases in which any UNRWA official, employee or person under contract with UNRWA may have, or appear to have, an interest of any kind in the Proposer’s business or any kind of economic ties with the Proposer. The Proposer must take steps as UNRWA may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of UNRWA.

**GLOBAL COMPACT**

48. UNRWA strongly encourages all vendors to UNRWA to participate in the Global Compact. You can find more under www.unglobalcompact.org/participation/join/.

**LOCAL TAXES**

49. The successful bidder may be subject to local taxes (e.g., value added or sales tax, social charges or income taxes on non-resident foreign personnel, duties, fees, levies, etc.) on amounts payable by UNRWA under the contract with the bidder. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such tax amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

All UNRWA imports are exempted from customs and taxes up to zero limits, the contractor will be furnished with an exemption letter (upon request) for all items consumed in the project, noting that the contractors are not exempted from income tax.

**NON-MANDATORY BIDDERS CONFERENCE**

50. Interested bidders are informed that there will be Pre-Bid Meeting to explain the UNRWA requirement to all Bidders. This meeting is not mandatory however, all bidders are encouraged to attend the meeting will be held at UNRWA Head quarter - Amman at 10:00 am on Sunday 23rd February 2020. Details are found in Annex G

**BILL OF QUANTITIES**

51. For submission through In-TEND, Vendors shall use the provided automated excel template of the bill of Quantitie to submit their price offer. Vendors must only input their Unit prices in excel cell called “Unit Prices” of the Bills of quantities, which will result in an automated calculation of the total offer under the Summary Page. Vendors must also indicate the currency of their offer as Jordanian Dinar. Any change to the provided excel format may lead to the disqualification of vendor’s offer. Once completed, vendors are requested to submit their price proposal in excel format as well as in pdf format with signature and stamp. Submission of the excel format is mandatory. The prices in excel format must be the same as the prices in the pdf format.

52. UNRWA does not assume any responsibility for any missing and/or illegible pages of Bid, and this may result in rejection of your Bid. Only submissions submitted as indicated herein can be accepted. Submissions by any other means, or to any other address, will be rejected. Vendors who submit (a copy of) the Bid directly to the Procurement Officer (by fax, email or by any other means not described above) will be disqualified.
IMPORTANT: Bidders are requested to return a completed copy of this acknowledgement letter even if they do not intend to submit a bid for this tender.

SUBJECT: REQUEST FOR PROPOSAL (RFP/UNRWA/CSSD/DG/007/2020)


Dear Madam / Sir,

We the undersigned acknowledge receipt of your RFP/UNRWA/CSSD/DG/007/2020 for the subject matter and hereby confirm that:

( ) We intend

( ) We do not intend

to submit a bid to UNRWA for Provision of Clearance and Transportation Service by the deadline date of Monday 9th March 2020 at 14:00 PM Amman, Jordan time.

Name & Title of Authorized Representative: ________________________________

Signature: __________________________________________________________________

Company Name & Address: ________________________________________________

Telephone No.: __________________________________________________________________

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

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

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

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

( ) Others: Please specify __________________________________________________________________

Kindly return this acknowledgement via email to the following email address: cssd@unrwa.org
ANNEX C- TERMS OF REFERENCE

Clearance and Transportation Services

General Description

The United Nations Relief and Works Agency for Palestine Refugees in the Near East ("UNRWA") is an autonomous subsidiary organ of the United Nations, established by General Assembly Resolution 302 (IV) of 8 December 1949.

UNRWA is mandated to provide assistance and protection to 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;

For more information about UNRWA and its operations, please visit the following website: http://www.un.org/unrwa/english.htm

In the context of its institutional activities, UNRWA wished to ensure the continuous handling, forwarding, customs clearing and transporting of UNRWA shipments through Jordan seaports, airports and land boarders crossing to and from UNRWA warehouses in Amman.

UNRWA intends to award a contract(s) to the contractor(s) it may select for the Services, regulating the performance thereof in accordance with its rules, regulations and procedures including without limitation UNRWA’s General Conditions of Contract for the Provision of Services (the “Service Contract”)

1. Purpose:

UNRWA seeks the services of handling, forwarding, customs clearing and transporting of UNRWA shipments through Jordan seaports, airports and land boarders crossing to and from UNRWA warehouses in Amman including postal deliveries.

2. Duration:

This requirement will lead to a systems contract for a period of 3 years with an option to extend for additional two (2) - one-year periods (3+1+1). The successful Vendor will be required to comply with all requirements as indicated in the Terms of Reference and scope of requirements.

3. Scope of Requirements:

Annex C-1 below describes the scope and nature of the required services. Vendors are advised to clearly read and understand the requirements as fully described. If you find a section in the entire terms of reference that need clarification, please do not hesitate to request clarifications within the time line set in this Invitation to Bid
Annex C-1: Scope of Requirements

The selected Contractor(s) shall:

(a) The Contractor will undertake, initiate, effect, accomplish and complete all necessary handling, forwarding, clearing & transporting of UNRWA shipments through Jordan seaports, Airports and land boarders crossing (incl. Postal Deliveries) against Shipping and Customs documentation provided by UNRWA, for all shipments arriving, consigned to UNRWA and/or other Agencies or Organizations for which UNRWA has the approval/authority to clear the cargo on their behalf.

(b) Seaport, Airport and Land Borders to and from UNRWA Warehouses in Amman including Postal Deliveries

1. Monitor arrival of UNRWA shipments at the ports of entry and, immediately upon arrival of all Carriers (Vessels, Airlines, Overland Trucks, Postal Deliveries, etc.) will provide UNRWA with the shipping documents to enable UNRWA obtain the exemption recommendation letter.

2. All advance official payments and non-negotiable rates and charges in relation to Handling, Clearing, Forwarding and Delivery of UNRWA consignments through Seaport, Airport, and Land Borders Crossings, (which UNRWA is liable to settle, i.e. not being exempted from), as stipulated by the Jordan Government and any other authority pertain to Handling, Clearing, Forwarding and Delivery will be covered upon providing original supporting receipts for correct settlement of each and every consignment.

3. Notwithstanding anything to the contrary herein, UNRWA will not pay any costs where Shipping and Customs Documents clearly state that payment of such is on Carrier’s/Shipper’s/Agent’s/Supplier’s account.

4. In case of emergencies, assist UNRWA, when it is required to arrange for temporary storage, to the most cost-efficient extent possible. The Contractor is in this context to provide all professional means of assistance to UNRWA, in order to keep these costs to an absolute minimum.

(c) Submit and/or collect on UNRWA’S behalf for each and every consignment.

1. **Letter of Claim**: A standard Letter of Claim indicating details of the shortage, damage, leakage, etc. for the suspected consignment will be issued by UNRWA, if necessary. In order for UNRWA to prepare either a Letter of Claim or a Letter of Conveyance of Survey and Inspection, the Contractor is required, before removal from the port, to provide UNRWA with all details of shortage, damage, leakage etc. including the estimated value of loss. This is necessary in order to coordinate the kind of action needed to remedy the loss to UNRWA, i.e. either through a direct claim or a claim subsequent to a survey. If the Contractor fails to notify UNRWA as above, the contractor will be held fully responsible for the shortage, damage, leakage, etc. discovered upon the final receipt of the shipment in UNRWA’s Warehouses.

2. **Letter of Conveyance of Survey and Inspection**: In accordance with terms and conditions of a valid insurance policy and whenever a shipment is received with its contents short, damaged, leaking, etc., UNRWA will, through the Contractor, forward Letters to the Carrier’s Agent requesting the conveyance of survey for a shipment, if the loss is estimated to be of such amount, that a survey becomes necessary in accordance with the insurance policy. These Letters forwarded by the Contractor must be confirmed as received by the recipients and then returned to
UNRWA for further internal action. A date for the survey will be established and the survey team shall consist of the Carrier Agent’s representative, the Port Authorities’ representative, the UNRWA appointed surveyor, the Contractor’s representative and/or UNRWA’s representative. The inspection will be held regardless of whether all parties are present or not. Every effort will be made however to have all representatives, as outlined above, available to witness/conduct the survey. The inspection group will assess the extent of the damage or loss incurred and will indicate the findings on the Port and or Ship’s/Carrier’s Certificate and the inspection group’s report. The original Surveyor’s report prepared by the appointed Surveyor will be forwarded to UNRWA directly, or through the Contractor, in order for UNRWA to take any necessary action in accordance with the terms and conditions of the insurance policy.

3. Port and/or Ship’s/Carrier’s Certificate: Port and/or Ship’s/Carrier’s Certificates are issued by the Port Authorities and/or Ship’s/Carrier’s representative upon completion of the offloading of a consignment. This Certificate shows the quantity of cargo discharged and its condition. This document is essential to any claim lodged by UNRWA with the Insurance Company or other claimable party for loss or damage to a shipment. Accordingly, the Contractor should make every effort to obtain such certificate as quickly as possible. If a Port and/or Ship’s/Carrier’s Certificate is for any reason not obtainable within a reasonable period from the time that offloading has been completed, the Contractor is to ensure that the Carrier’s Agent’s Delivery Order is clearly annotated with any shortage/damage/leakage.

(d) Inland Transport

1. Be responsible to arrange the hire, based on the tendered rates, of all necessary means of transport for goods and supplies covered by Contract from and to Jordan Seaports, Airports, Land Border Crossings to and from UNRWA Warehouses in Amman (incl. Postal Delivery).

2. Be responsible to coordinate with UNRWA’s appointed representative, prior to dispatch of cargo from Jordan Seaports, Airports, Land Border Crossings and from the Main Post Office in Amman, that each and every consignment must be covered by a Load Note, indicating details of the cargo, carrier details (for trucks, the registration number and the details of the driver). The last Load Note of a delivered consignment must be marked “Final” and supported by a Clearance and Delivery report, certifying that the consignment was delivered in good order or annotated with any shortage/damage/leakage, in order to enable UNRWA to settle the Contractor’s Invoices.

b) Expected duration of the Contract(s)

The effective date of the Contract(s) is expected to be 1st May 2020 and will be for a period of 3 years (Initial Term)

UNRWA may, at its sole option, extend the Contracts, under the same terms and conditions as set forth in this Contract, for a maximum of two (2) additional consecutive year (the “Extended Term”). The optional extensions will be subject to the continued mandate and funding of UNRWA, and the satisfactory performance of the Contractor in accordance with the terms and conditions of the contract.
c) Failure to Complete Services

If the Contractor shall fail to complete Services within the time for delivery determined in accordance with the Service Contract, UNRWA will in its sole discretion and without prejudice to its other remedies thereunder, make alternative arrangements to ensure that satisfactory services are ensured. The Contractor shall be responsible to refund to UNRWA the full amount of price paid and/or cost incurred therefore.

d) Performance guarantee

To secure the full and timely performance of the Services in accordance to the terms and conditions of the Service Contract, the successful vendor will deliver to UNRWA, upon signature of the Service Contract, a valid unconditional and irrevocable bank guarantee in a form deemed satisfactory by UNRWA, valid for the duration of the Service Contract, in an amount equal to not less than 10% of one year price of the Services. The bank guarantee shall be renewed on the same terms and conditions for further periods of time corresponding to the duration of each renewal of this Service Contract, plus one month.

ea) The information that will be included in Tables 1 below is based on actual statistical data. The Contractor shall use this data to measure the size of the work load expected in the coming three years.

Table (1): Total Annual Volumes during the last three years.

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<td>7</td>
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<tr>
<td>AIRPORT</td>
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<tr>
<td>1-100 Kg</td>
<td>40</td>
<td>30</td>
<td>29</td>
<td>33</td>
</tr>
<tr>
<td>100-500 Kg</td>
<td>15</td>
<td>7</td>
<td>27</td>
<td>16</td>
</tr>
<tr>
<td>500-1MT</td>
<td>29</td>
<td>27</td>
<td>30</td>
<td>29</td>
</tr>
<tr>
<td>1MT-Up</td>
<td>36</td>
<td>26</td>
<td>32</td>
<td>31</td>
</tr>
<tr>
<td>Amman Customs House</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Shipment</td>
<td>6</td>
<td>8</td>
<td>4</td>
<td>6</td>
</tr>
</tbody>
</table>

These historical figures will be used as a guide for the vendor to provide the all-inclusive price for the services.

f) Vendor’s Responsibilities

1. The Contractor’s offer should include detailed information on the personnel and the type and the number of the vehicles that will be employed in the performance of the Service Contract.
2. In express derogation to Article 14.1 of the UNRWA’s Conditions of Contract for the Procurement of Services, the notification period for the Contractor for the termination of the Contract for cause shall be not less than 120 days.
### g) Sub-contractors

Sub-contracting of personnel, vehicles and other equipment are allowed, but not the mandatory vehicles and equipment, provided that the Contractor is solely and exclusively responsible to UNRWA for all acts and things done by its Sub-Contractors as if no Sub-Contract exists. In addition, UNRWA shall not be liable to any Sub-Contractor for any provision of goods or services even if UNRWA directly or indirectly benefit from it. UNRWA shall be liable to the Contractor only for the complete and satisfactory performance of its Services. In addition, at no time and under no circumstances is UNRWA required or shall be required to coordinate with Sub-Contractors or any third party. The Contractor shall be fully responsible for making all arrangements necessary to coordinate with its subcontractors at its own expense without recourse to UNRWA whatsoever.

A full copy of the contractual agreement (with all the Annexes) between the Contractor and the Sub-contractor shall be furnished to UNRWA within ten (10) days of the effective date of the Contract or upon the commencement of any such agreement between the two parties. UNRWA reserves the right to approve or reject the sub-contractual agreement. Similarly, prior to change the sub-contractor, the contractor has to inform UNRWA at least two (2) weeks prior to the effective date.

### h) Health, safety and security

Contractors are expected to work safely always, throughout the performance of the contract, in line with the established local and UNRWA safety work standards. UNRWA will not be liable to any party for any injury or loss of life, loss or damage to any property arising from the performance of the contract, including with regards to incidents within UNRWA properties.

### i) Additional requirements

1. UNRWA’s official language is English. In order to communicate with our Clearing & Forwarding staff, the Contractor’s staff must be able to speak, read and write adequate English.
2. Our Field Logistics Office is located in Amman, Um El-Hiran, Amman South (off Madaba Road). In order for the Contractor to be able to receive Shipping and Customs Documents on a frequent basis, it is absolutely necessary that the Contractor has an adequately equipped and staffed office or branch in Amman.
3. It is understood that the Contractor is fully responsible for any third party hired by him for the purpose of facilitating Handling, Clearing, Forwarding and Delivery of UNRWA’s consignments.
4. The Clearance Company must have offices at main Customs centres in Jordan.
5. The contractor is responsible to collect or/and provide all documents and letters from/to UNRWA clearance office by company’s courier.

### j) Permits

The contractor shall provide evidence of possession of all necessary commercial licenses/permits and documents giving approval to operate a clearance and transportation services. Provision these permits is mandatory and any bidder who will not provide such permits in its tender will be disqualified.

### k) Records

A record of provided services in the form of an annotated log confirming that the services have been accomplished.

The contractor shall provide this record monthly to UNRWA Port Operation Office.
### I) Communication

The successful contractor shall:

1. Be responsible to ensure that all Shipping and Customs Documents and Customs approved Exemption Forms for shipments ready for Clearance are received from UNRWA in a timely manner.
2. Be responsible to provide UNRWA on demand with Rules, Regulations, Directives and all up-to-date official and non-negotiable rates and charges in relation to Handling, Clearing, Forwarding and Delivery of UNRWA consignments through Seaports, Airports and Land Border Crossings, as stipulated by the Jordan Government, Customs, Port and Transport Authorities or any other concerned Authority of body which pertain to Handling, Clearing, Forwarding and Delivery.

### m) Conduct

1. The Contractor shall comply with the General Customs Rules and Regulations and all Customs Rules and Regulations relating to the Jordan Port Authority or any other Authority concerned in Jordan and which is in force in Jordan and shall be solely and directly liable to the respective Government Authorities, the Jordan Seaport/Airport Authorities or any other concerned Authority in Jordan, as well as to UNRWA, for non-compliance with these Rules and Regulations by himself, his staff, his subcontracted partners or any other parties representing him, under his authority or control in performing the Contract.
2. Well established connections to Customs/Seaport/Airport Authorities and Land Border Crossing Authorities are absolutely essential for UNRWA’s operations. It is therefore expected that the Contractor maintains excellent relations and receives excellent recommendations from the relevant Authorities to fulfill the Contract.
3. The Contractor shall be solely responsible for all acts, omissions and violations by himself, his staff, his subcontracted partners or any other parties representing him, under his authority or control in performing the Contract. Any financial losses that may occur to UNRWA resulting from above acts will have to be refunded to UNRWA and in any case the Contractor shall compensate UNRWA fully in this regard.

### n) Obligations of UNRWA

1. Provide the Contractor, subject to availability and if not already received and communicated to UNRWA through the Contractor from Carrier’s Agents, all necessary Shipping and Customs Documents, being understood to be, *inter alia*, the Original Bill of Lading, Airway Bill, Packing List, Valued Packing List, Donation Certificate, Shipper’s/Supplier’s Invoice, Pro-Forma Invoice, UNRWA’s Invoice, Land Transport Waybill and/or Postal Delivery Advice, together with the duly approved exemption recommendation letter for import of UNRWA’s consignments on a “DUTY UNPAID & TAX FREE basis”.
2. In case of large quantities of containerized Basic Commodities, which must be cleared and forwarded to UNRWA’s Warehouses, UNRWA will cover storage and demurrage cost in full, provided that it is proven that the consignments were handled in the most “time-and cost-efficient” manner by the Contractor.
3. Provide the Contractor with the exact details for final delivery for each and every Consignment. In case of large quantities of containers, which have to be forwarded to various locations, UNRWA will provide the Contractor the details for final delivery, well in advance, in order to enable the Contractor to coordinate his activities in an efficient manner.
4. Offload all consignments immediately during the hours agreed between the Contractor and UNRWA at UNRWA Warehouses in Amman, normally being Sunday through Thursday, between 07:15 and 13:00 hrs, taking into consideration the time normally necessary to actually offload each respective type of cargo.
5. Pay all expenses incurred during the Handling, Clearing, Forwarding and Delivery of UNRWA’s consignments, including official Invoices of Carrier’s Agents, Storage Companies, for Handling Charges, Seaport and Airport Customs Fees, Transport Charges (if applicable) and to a certain extent official Invoices of other parties involved in the Handling, Clearing, Forwarding and Delivering of UNRWA consignments, provided that those Invoices are justified and properly documented.

6. Verify Invoices submitted by the Contractor and supporting attachments of third party official Invoices, as stipulated, and effect payment within 30 days from the receipt of the “Final” Invoice. For each and every consignment, Contractor’s Invoices should be submitted in one lot, so as to ensure transparency, clarity and efficiency and to reduce the paperwork for both the Contractor and UNRWA. For finance-technical reasons, invoices submitted by the Contractor must be completely and not only partly covered with documentation. Once Invoices are submitted, they are regarded as complete and they will be processed for payment and settled as “Final”.

7. In case of emergencies, advise the Contractor on what arrangements to be made to mitigate the risk.

<table>
<thead>
<tr>
<th>o) Completion and Commitment.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The Contractor will provide UNRWA with services of handling, forwarding, clearing &amp; transporting of UNRWA shipments through Jordan seaports, Airports and land boarders crossing (incl. Postal Delivery) against Shipping and Customs documentation provided by UNRWA, for all shipments arriving, consigned to UNRWA.</td>
</tr>
<tr>
<td>2. The contractor shall release all UNRWA shipments from ports under letters of guarantee in its name upon receiving the exemption recommendation letter to avoid storage charges, without waiting for exempting the customs declaration form from the customs department.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>p) Duty Free and Tax Free</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNRWA is exempted from all taxes and customs fees, so the contractor should abide to this rule and do not perform any payment on UNRWA’s behalf which includes any such charges.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>q) UNRWA Rights</th>
</tr>
</thead>
<tbody>
<tr>
<td>In case of failure by the Bidder to perform under the Terms and Conditions of the Contract including but not limited to failure to execute the Services within the agreed timeframe, UNRWA may, after giving the Bidder reasonable notice to perform and without prejudice to other rights or remedies, in accordance with instructions for Submission of Bids, exercise one or more of the following rights:</td>
</tr>
<tr>
<td>1. Make alternative arrangements to ensure that satisfactory services are ensured. The Contractor shall be responsible to refund to UNRWA the full amount of price paid and/or cost incurred therefore</td>
</tr>
<tr>
<td>2. Terminate the Contract</td>
</tr>
<tr>
<td>The UNRWA may terminate the resulting contract by providing not less than 30 (thirty) days’ notice in writing to the Contractor subject to the continued mandate and funding of UNRWA, and the satisfactory performance of the Contractor in accordance with the terms and conditions of the contract.</td>
</tr>
</tbody>
</table>
r) **Equipment’s**

Contractor should provide the equipment required to undertake the service. The contractor should specify the number and type of equipment to be provided.

The minimum required transportation equipment’s:

1. Three trucks capable of loading three tons
2. One truck capable of loading one 20” container
3. One truck capable of loading one 40” container

s) **Competence of Service Provider**

1. Bidders must provide evidence of having been in operation with relevant experience for a minimum of three (3) years provision of clearance and transportation Services. Bidders must provide detailed company profiles.

2. Bidders should provide minimum 1 written reference letter attesting to successful implementation of similar services undertaken for other clients of similar size and/or importance, hence demonstrating their specialized knowledge in the implementation of similar projects. Reference letter(s) must clearly cite company name and full address, contact person(s) name, title, telephone number and email address.

3. Bidders must be licensed to operate in Jordan must therefore provide copies of legal documents verifying its legal entity and status, including the country and date of its incorporation. Copy of Business License registration must be provided. All documents submitted must be in English Language or accompanied by an official translation in the English Language.

4. Bidders will provide the names, qualifications and experience of the team leader (focal person) who must have at minimum 3 years’ experience in managing such contracts.

5. Vendor shall prove that they have adequate equipment as listed in the terms of reference.

**Validity**

6. The unit price submitted by the vendor shall be **fixed** throughout the initial term (3 years) of the contract. A request for any change in unit price following the expiry of initial term must be submitted six (6) months prior to the expiry date of the initial term.

7. Any request for change of price must be beyond the initial term of 3 years, substantiated with relevant market information (indices, stocks, product cost, exchange rate and any other information but the maximum must not exceed 10% of the base price in the contract).

**Vendors Price**

8. Bidders must complete a pricing sheet for clearance and transportation based on the statistical data provided herein. Offers will be considered as complete only if the pricing sheets are fully filled out.

All price rates should be all inclusive and shall include customs formalities at the customs department, JFDA, EMRC, JISM and any other governmental or private party. UNRWA will not pay any other additional services that the vendor claims to have not included in its tender prices.

9. Notwithstanding anything that may be contained herein, UNRWA will not pay where shipping documents clearly state that payment is on carrier’s/ shippers / agent’s/ suppliers account.

**Payment terms**

10. The standard payment terms of the UNRWA are 30 day net upon receipt of invoice consistent with the services rendered. UNRWA shall promptly notify the contractor of any disputed items as per the contract shall be deducted from the invoices in which they appear and the balance will be processed for payment. UNRWA and the contractor shall consult in good faith to promptly resolve any dispute with
respect to any invoice on portion therefore. Settlement is by bank transfer against a duly certified original paper invoices

<table>
<thead>
<tr>
<th>u) KPI's</th>
<th>The contractor will be evaluated according to the below KPI’s</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. The goods shipped to / from UNRWA to any destination must arrive in full and without any damages.</td>
</tr>
<tr>
<td></td>
<td>2. Delay should not exceed the time frame set up by bidders after receiving full documents from UNRWA, in case of any delay, the bidder will be fully responsible from legal and financial point of view.</td>
</tr>
<tr>
<td></td>
<td>3. The bidder should have reporting capabilities relating to any arrival of UNRWA shipments or any cause of delay at the clearance center for any reason.</td>
</tr>
<tr>
<td></td>
<td>4. Bidder should be able to hold records for all UNRWA shipments.</td>
</tr>
<tr>
<td></td>
<td>5. Contractor’s compliance with all contractual terms and conditions.</td>
</tr>
<tr>
<td></td>
<td>6. Number of complaints against the contractor.</td>
</tr>
<tr>
<td></td>
<td>7. Contractors cooperate with procurement and logistics through quick response to emails, phone calls, clarifications, providing required documents and information.</td>
</tr>
<tr>
<td></td>
<td>8. Mistakes made by the contractor in invoicing and related documents.</td>
</tr>
</tbody>
</table>

4. Evaluation Checklist

Vendors are advised that this is a request for proposal (RFP) which is evaluated on weighted scoring. The mandatory evaluation criteria in Annex D must be fully met. Any failure in any of the criteria listed will lead to the disqualification of the entire proposal. Where it has been requested to provide evidence of your work, please submit the evidence otherwise bids without the required supporting documents will be rejected.

5. Financial Proposal form

The attached proposal Form, Annex E, shall be duly completed, signed and returned with the bid, constituting Bidder’s financial offer.
APPENDIX 1

By submitting this form, I confirm that I have ability to handle, clear and deliver consignments (including Reefers), through custom locations indicate in the table below.

Company Name: -------------------------------------------------------------------------------------------------

Name of Company Representative: -------------------------------------------------------------------------------------------------

Signature: --------------------------------------------------------------------------------------------------------

Date: ---------------------------------------------------------------------------------------------- ----------------

Please confirm whether or not your company will be able to handle, clear and deliver the below type of consignment by add the sentence “Yes”, otherwise please add “No”.

<table>
<thead>
<tr>
<th>No</th>
<th>Customs location</th>
<th>LCL</th>
<th>20’</th>
<th>40’</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Aqaba Port</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Amman Customs House</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Free Zone-Zarqa</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>King Hussein Bridge</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Queen Alia International Airport</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Amman Post Office</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The above requirement is mandatory any “No” in the table will result in rejection of the bidder’s offer.
### Annex D: Technical Evaluation Criteria

#### Phase 1: Mandatory Requirements

<table>
<thead>
<tr>
<th>Document / information needed</th>
<th>Examples of required supporting documents</th>
<th>Pass/Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Corporate Status of the Company:</strong> The vendor must prove that it is accredited or legally registered to provide clearance and transportation service among its businesses.</td>
<td>Proof of registration or accreditation in form of Incorporation certificate, trading licenses, etc.</td>
<td></td>
</tr>
<tr>
<td><strong>Company Experience:</strong> Contractor must have at least minimum three (3) years in the field of clearance and transportation provision.</td>
<td>Projects handled, reference letters, Certificate of recognitions over years.</td>
<td></td>
</tr>
<tr>
<td><strong>Number of similar contracts:</strong> The vendor must have handled at least two (2) similar contracts of clearance and transportation.</td>
<td>Vendor to provide information and/or proof of contracts he has handled.</td>
<td></td>
</tr>
<tr>
<td><strong>Satisfactory Performance:</strong> The vendor must provide at least one (1) recommendation letter attesting to satisfactory performance.</td>
<td>Recommendation letters must be provided</td>
<td></td>
</tr>
<tr>
<td><strong>Technical capability:</strong> The vendor must confirm its ability to transport and clear UNRWA consignments of: a) LCL through all customs locations b) 20ft and 40 ft containers (ordinary and Reefer) through Amman Customs House, Free zone -Zarqa, Aqaba Port and King Hussein Bridge</td>
<td>Vendor to fill appendix 1</td>
<td></td>
</tr>
<tr>
<td><strong>Transportation Equipment:</strong> The vendor must confirm its ability to provide the below equipment’s : a) Three trucks capable of loading three tons b) One truck capable of loading one 20ft container c) One truck capable of loading one 40ft container</td>
<td>Vendor to provide information of the fleet and/or proof of sub contracts in case of cooperation with transportation Service Company.</td>
<td></td>
</tr>
<tr>
<td><strong>Proposed Project Manager:</strong> The proposed Project Manager must have at least 3 years’ experience in clearance and logistic service, and must be able to speak, read and write English.</td>
<td>CV of the proposed Project Manager should be attached.</td>
<td></td>
</tr>
<tr>
<td><strong>Provision of Audited Financial Statements for the last three years</strong></td>
<td>Vendor to attach fully signed audited Financial Statements for 2017, 2018 and 2019</td>
<td></td>
</tr>
</tbody>
</table>

> Failure to comply with any of the above mentioned mandatory criteria will lead to the disqualification of vendor’s proposal.
<table>
<thead>
<tr>
<th>1. Corporate Experience</th>
<th>Examples of required supporting documents</th>
</tr>
</thead>
</table>
| 1.1) Number of years of experience of the company in similar or related field | Incorporation certificates, Third party audits, recommendation letters showing projects handles, List of similar projects handled earlier, etc.  
(Maximum points will be awarded to vendor with 10 years and above of relevant experience) |
| 1.2) Number of similar contracts managed and executed by the vendor for similar or related services. | Examples of Contracts (short description, client, period of validity, etc) for similar services  
(Maximum points will be given for 5 or more relevant contracts). |
| 1.3) Number recommendation letters attesting to satisfactory service provision | Recommendation letters (short description, client name, period of validity, etc) for similar services  
Maximum points will be given for 5 or more relevant recommendation letters |
2. Methodology: Responsiveness of the Vendors proposal to the requirements in the Scope

| 2.1) A description of the company understanding the requirements and how the vendor will respond to the Term of reference. |
| Vendor to provide a detailed proposal includes a solution for the clearance and transportation needs, plan for the projects, delivery methods, and the lead-time to transfer and clear the shipments to/from land sea and Airport. |
| **Maximum points will be provided to the vendor whose proposal addresses all aspects in the ToR** |

| 2.2) Additional consignments the vendor can clear and transfer (consignments of 40’ high cube, Vehicles through Amman Customs House, Free zone Zarqa, Aqaba Port and King Hussein Bridge including consignment that involve surveying (scraping) of vehicles at Amman Customs House. |
| Vendors will provide the additional number of consignment to be provided at the custom location |
| **Maximum points will be awarded to the vendor who provides additional type of consignments, (consignment of 40 high cube, including surveying (scraping) of vehicles at Amman Customs House).** |

3. Capacity of the vendor to provide the required Services

| 2.3) 3.2) Number of proposed vehicle/ Truck required as per requirements in the TOR |
| Vendor will provide the type and number of vehicle. |
| **(Maximum points will be awarded to the vendor who proposes:** |
| 1. 6 or more trucks capable of loading three tons (or more ) or equivalent; |
| 2. 4 or more flatbed trucks capable of loading 20ft container or equivalent; |
| 3. 4 or more flatbed truck capable of loading 40ft container; and |
| 4. has provided copies documentation to prove ownership, intention to lease or intention to subcontract) |

| 3.1) Qualifications and experience of Project Manager. |
| C.V or experience certificate to be provided by vendor in its proposal. |
| **(Maximum points will be issued to a vendor whose Project manager has more than 10 years).** |

**Notes:**

Failure to comply with the minimum mandatory score of 60% will lead to the disqualification of the proposal (ie. 60 pts out of 100)
Annex E: Financial Proposal (Pricing Matrix)

The Commercial Evaluation will be composed of two parts

1. Assessment of mandatory Requirements.
2. Comparison of Prices submitted by Vendors after arithmetical checks

Whereas the maximum technical score arising out of technical evaluation will be 60 marks out of 100, the maximum score awarded arising out financial evaluation will be 40 marks out of 100. The lowest priced, technically compliant bidder will be awarded the highest points during financial evaluation.

The maximum number of points allocated to the criterion is given to the lowest priced proposal. All other financial offers receive points in inverse proportion, e.g. according to the following formula:

\[ P = Y \times \frac{U}{Z}, \]

where:

- \( P \) = Points for the financial offer being evaluated (=score);
- \( Y \) = Maximum number of points for the criterion offer (40 Marks);
- \( U \) = Price of the lowest priced proposal;
- \( Z \) = Price of the proposal being evaluated

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

**MANDATORY REQUIREMENTS**

Vendors are required to accept the following mandatory requirements by signing the forms in Appendices 2 and 3

  a) Acceptance of UNRWA General Conditions of Contract for Services
  b) Acceptance to provide the Performance Bond / First Demand Guarantee in case of award

*Failure in any of the above mandatory requirements may result in rejection of the Vendors Financial Proposal*
APPENDIX 2

ACCEPTANCE OF THE UNRWA GENERAL CONDITIONS OF CONTRACT

By submitting a tender, I confirm that I have accessed, read, and understood the UNRWA General Conditions of Contract in Annex H and I confirm the acceptance by signing this form

Company Name: **********************************************************************************************************************

Name of Company Representative: **********************************************************************************************************************

Signature: **********************************************************************************************************************

Date: **********************************************************************************************************************
APPENDIX 3

ACCEPTANCE TO PROVIDE THE PERFORMANCE BOND

[Form of First Demand Guarantee]

We hereby confirm that we accept to provide the performance bond in the form, format and value as stated in Annex F

Bidder (Company Name): _______________________________

Authorized Representative: _______________________________

Date: _______________________________

Signature: _______________________________
ANNEX F Performance Bond

PERFORMANCE BOND (BANK GUARANTEE)

[On the headed note paper of the Guarantor (Bank)]

From:
[Name of the Bank]/.................................................................]
[Branch or Office] ...............................................................
[Address] .............................................................................
Fax No: [..............................]
(the “Guarantor”)

To: United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA)
Al- Bayader Area, opposite WSTC
P.O.Box 143464
11814, Bayader Wadi Al-Seer
Jordan
Fax No: [4746361]
(the “Beneficiary” or “you”)

Date:...........................................

Dear Sir/Madam

Re: Performance Bond in respect of Provision of Cash Insurance Services (In Transit & Safe) for UNRWA Gaza Field Office’s performance obligation under the Contract [Ref no. [.............]] (the “Performance Bond”)

Performance Bond No. [.............]

1. We, have been informed that [supplier………………………………………………………] (the “Principal”) has entered into a contract [full name of the contract ……………………………………………………………] dated ........................................, with you, the Beneficiary, for the provision of [Provision of Cash Insurance Services (In Transit & Safe) for UNRWA Gaza Field Office] (the “Contract”).

2. Further, we understand that, according to the conditions of the Contract, an on demand performance bond is required as a security for the performance of the Principal’s obligations under the Contract.

3. At the request of the Principal and in consideration of you entering into the Contract with the Principal, we [bank name…………………………………………………………………] hereby guarantee to you that we shall, without proof and notwithstanding any contest or dispute by the Principal, pay you in full, without any deductions, set-off or withholdings, any sum or sums not exceeding in total an amount of JOD [insert the amount in figures..............................] (insert the amount in words..........................................................) Jordanian Dinar (the “Bond Amount”) claimed by you, upon, and in any event within 3 (three) days after, receipt by us of your first written demand stating:

     (a) that the Principal is in breach of his obligation(s) under the Contract; and
     (b) the respect of which the Principal is in breach,
     (c) to the account specified in the said demand.

4. You may make any number of demands, but any case not later than expiry date, from time to time, under this Performance Bond. The maximum aggregate liability hereunder shall not exceed the Bond Amount.
5. Our obligations constituted by this Performance Bond is irrevocable and, except as stated herein, unconditional and shall not be reduced, discharged or released for any reason, act, event or omission.

6. This Performance Bond shall expire, the latest, on [[insert date] (the “Expiry Date”).

7. Any demand for payment must be received by us at this office on or before the Expiry Date.

8. We represent and warrant that we have the full power, authority and capacity to execute and deliver this Performance Bond and to perform our obligations hereunder.

9. Any demand, notice or communication made to us under or in connection with this Performance Bond shall be in writing and made to the address written above to the attention of: (a) [insert attention/contact details…………………………………………….

10. This Performance Bond shall be regulated by the Uniform Rules for Demand Guarantees, International Chamber of Commerce (“ICC”) Publication No. 758.

11. We acknowledge that nothing hereunder or any document entered into in relation hereto shall imply a waiver, express or implied, by UNRWA of any privileges or immunity enjoyed by you, or acceptance of the jurisdiction of the courts of any country over disputes arising thereof.

Yours faithfully,

Signed by:.........................
Name:..............................
Title:...............................
**ANNEX G – BIDDERS CONFERENCE**

**Non-Mandatory Bidders Conference**

**Provision of Clearance and Transportation Service.**

**Bidder’s conference date**

Sunday 23rd February 2020 at 10:00 Am at UNRWA Headquarters Amman- Bayader Wadi Seer, Industrial Street, Building # : 136

**Purpose:**

Due to the nature of the scope of work and in light of the importance of the planned contract(s), UNRWA wishes to ensure that all aspects of the tender documentation are understood and that the proposals are submitted in accordance with the stated requirements by the due date. The purpose of this conference is to explain this important aspects of the requirement and to answer questions that the prospective Bidders may have.

NOTE: Participation in the conference is **non-mandatory and a not a pre-requisite for submitting a Bid.**

**Process:**

1) The vendor must confirm the intent to participate in the conference latest by 20th February 2020 by sending the attached form below by email, to cssd@unrwa.org with a copy to Mr. Julius Birungi, (j.birungi@unrwa.org)

2) Vendors are strongly advised to allow themselves sufficient time to obtain security clearance and pass at the UNRWA security gate, and attend the conference starting from 10 a.m.

3) Valid ID or passport is required to obtain security pass.
CONFIRMATION FORM

CONFIRMATION to UNRWA by email to cssd@unrwa.org with a copy to Mr. Julius Birungi (j.birungi@unrwa.org)

Non-Mandatory Bidders Conference
Provision of Clearance and Transportation Service.

Bidder’s conference date

Sunday 23rd February 2020 at 10:00 at UNRWA Headquarters Amman- Bayader Wadi Seer, Industrial Street, Building # : 136

Company name: __________________________________________________________

UNGM Vendor registration No.: ____________

Representative’s name and signature: ________________________________

Our Company intends to attend the Conference

We confirm that the company’s following representatives will participate in the tender’s non-mandatory conference (Maximum 2 persons from each company are allowed):

(1) Representative’s first name: _________________ last name: _________________

Email or Fax: _________________________ Tel.: _____________________________

Company name ___________________ *Passport No./ ID number :
____________________________________

(2) Representative’s first name: _________________ last name: _________________

Email or Fax: _________________________ Tel.: _____________________________

Company name ___________________ *Passport No./ ID number :
____________________________________

*Representative’s Passport /ID No. required for Security Check by UNRWA Security Staff
GENERAL CONDITIONS OF CONTRACT
FOR THE PROVISION OF SERVICES ONLY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.5.3 The withdrawal or replacement of the Contractor’s personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
4.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNRWA premises or on UNRWA property shall be confined to areas authorized or approved by UNRWA. The Contractor’s personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNRWA premises or on UNRWA property without appropriate authorization from UNRWA.

5. ASSIGNMENT; SUBCONTRACTING:

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

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

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

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

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

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

6. INDEMNIFICATION:

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

6.1.1 allegations or claims that the possession of or use by UNRWA of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNRWA under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor’s published specifications therefor, or otherwise specifically
7. INSURANCE AND LIABILITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

10.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor:

(i) that pre-existed the performance by the Contractor of its obligations under the Contract, or

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

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

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

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

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

12.1 The recipient ("Recipient") of such Information shall:

12.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and,

12.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

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

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

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

12.5 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

13. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

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

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

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

14. TERMINATION:

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

14.2 UNRWA may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNRWA applicable to the performance of the Contract or the funding of UNRWA applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the
14.4 In the event of any termination of the Contract, UNRWA shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNRWA shall not be liable to pay the Contractor except for, but without prejudice to UNRWA’s rights under Article 15, those goods delivered and services provided to UNRWA in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor’s receipt of notice of termination from UNRWA or prior to the Contractor’s tendering of notice of termination to UNRWA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. SETTLEMENT OF DISPUTES:

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

18. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 17.1 above, 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 such inspections, post-payment audits or investigations carried out by UNRWA hereunder.

23. LIMITATION ON ACTIONS:

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

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

24.1 The Contractor represents and warrants that:

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

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

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

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

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

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

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

26. NOTICE AND OTHER FORMALITIES:

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

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

27. SEVERABILITY: If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Contract shall remain valid and be enforced to the fullest extent possible.
# ANNEX I: Vendor profile form

## Section 1: Company Details and General Information

1. **Name of Company:**

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

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

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

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

6. **Email:**

7. **WWW Address:**

8. **Contact Name and Title:**

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

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

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

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

13. **Year Established:**

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

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

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

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

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

## Section 2: Financial Information

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

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

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

22. Bank Account Number :     IBAN (Europe and Middle East):
    CHIPS (US Only) :
    FED (US Only) :
    ABA (US Only) :
    BSB (Australia Only) :
Any other details :

23. Please provide a copy of the company’s most recent Annual or Audited Financial Report.

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

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

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

26. For Goods only, do those offered for Supply conform to National/International Quality Standards? If yes which standard
   Yes [ ]    No [ ]

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

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

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

<table>
<thead>
<tr>
<th>Organization:</th>
<th>Value:</th>
<th>Year:</th>
<th>Goods/Services Supplied:</th>
<th>Destination:</th>
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</tbody>
</table>

29. To which Countries has your Company exported and/or managed Projects over the last 3 Years?

Section 5: Other

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

   Yes [ ]  No [ ]

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

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

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

   Name: ___________________________  Functional Title: ___________________________

   Signature: ___________________________  Date: ___________________________

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

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

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

Please read the enclosed UN General Conditions carefully, as signature of the form signifies acceptance. The form should be signed by the person completing it and their name and title should be typed, along with the date.
This Service Contract is made this ___ day of _______ 2016, by and between the United Nations Relief and Works Agency for Palestine Refugees in the Near East (“UNRWA”) and _____ [name]_____, [street address] [city] [country] (the “Contractor”).

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

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

1. DEFINITIONS AND INTERPRETATION.

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

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

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

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

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

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

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

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

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

1.2 Interpretation. As used in the Service Contract:

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

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

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

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

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

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

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

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

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

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

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

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

   3.2.1 The Contractor shall commence the Services not later than _______________ 201_.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. MISCELLANEOUS.

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

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

UNRWA: the Contractor:
Name and Address Name and Address

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

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

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

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

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

_____________________________ _________________________
[name] [name]
[title] [title]

Witness Witness

_____________________________ _________________________
[name] [name]
[title] [title]
Annex 1: General Conditions
Annex 2: Terms of Reference
Annex 3: Delivery and Payment Schedule
Annex 4: Proposal
UNGM guide

Instructions on how to register with UNRWA and access UNRWA tenders

www.ungm.org
UNRWA’s e-tendering system, In-tend is integrated with the United Nations Global Marketplace portal (www.ungm.org). Please find instructions on how to register your company and how to access the tender documentation. For further assistance, please contact UNGM at registry@ungm.org or use the Help Button on the UNGM site.

STEP 1: CREATION OF YOUR UNGM ACCOUNT

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

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

![Image](https://example.com/ungm-registration-screenshot.png)
Accept the **UN Supplier Code of Conduct** by ticking the corresponding box, introduce your company details and click on the ‘Continue to registration’ button.

Complete your login details and click on the ‘Create login’ button.
STEP 2: ACTIVATE YOUR UNGM ACCOUNT

Once you have created your UNGM account, please do not forget to activate it. Go to your personal email inbox, where you should have received an email from UNGM containing an activation link. Please activate your UNGM account by clicking on the activation link.

- Congratulations! Your account has now been activated.

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

- [Image showing UNGM inbox]

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

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

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

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

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

STEP 4: COMPLETE YOUR VENDOR REGISTRATION FORM IN UNGM

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

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

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

If you have completed your basic level registration in the past, please ensure that your **basic registration with UNRWA is complete**. You can either check this information from your **Dashboard** (for instance your registration status is Registration/Vendor to Update) or directly in your registration. If not, please update/modify the information requested by the UNGM system before proceeding.
From the UNGM homepage, click on the ‘Business Opportunities’ box or click on the ‘Tender notices’ link in the left-hand menu. Click on the ‘show more criteria’ button on the upper right side.

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

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

STEP 2: TENDER MANAGEMENT

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

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

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

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

STEP 3: ACCESS THE TENDER AT A LATER STAGE

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

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

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

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

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

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

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

### ADDITIONAL TOOLS

### TENDER ALERT SERVICE

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

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

If you urgently need assistance, you are also welcome to contact us at registry@ungm.org for urgent assistance.