REQUEST FOR PROPOSAL (RFP/UNRWA/CSSD/DG/012/2020)  
Date: 11 June 2020

Subject: Provision of an investigations on-line centralized and integrated web-based Case Management System (CMS) for the Department of Internal Oversight Services.

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 **Sunday, 12 July 2020 at 14:00 PM (Amman Time)**.

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

3. UNRWA intends to establish a Long-Term Agreement (LTA) 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 to 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 Sunday 28 June 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
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. 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.

4. 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.

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

PROPOSAL SUBMISSION

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

7. The Proposals shall include information in sufficient scope and detail to allow 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.

8. 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.

9. UNRWA will only accept proposals submitted via its e-tendering system (In-TEND) available under the web address www.ungm.org.

10. 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!!!!!
11. 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**

12. 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**

13. 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 Sunday 28 June 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 Sunday 28 June 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.

14. 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**

15. 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.

16. 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.

17. 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**

18. 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.
19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. N/A

26. 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.

27. 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

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

SELECTION PROCESS

29. 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.

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

CONTRACT AWARD PUBLICATION

31. UNRWA shall publish the contract award on UNRWA website: https://www.unrwa.org/procurement/tenders

SIGNING THE CONTRACT

32. 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.

33. 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.

34. 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

35. 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

36. 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

37. Proposers and their employees, officers, advisors, 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 lodgement 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

38. 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.

39. 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

40. 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.

41. 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

42. 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

43. 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.

44. 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

45. 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.

46. 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

47. UNRWA strongly encourages all vendors to UNRWA to participate in the Global Compact. You can find more under [www.unglobalcompact.org/participation/join/](http://www.unglobalcompact.org/participation/join/).

LOCAL TAXES

48. 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.
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/012/2020)

Provision of an investigations on-line centralized and integrated web-based Case Management System (CMS) for Department of Internal Oversight Services.

Dear Madam / Sir,

We the undersigned acknowledge receipt of your RFP/UNRWA/CSSD/DG/012/2020 for the subject matter and hereby confirm that:

(   ) We intend
(   ) We do not intend

To submit a bid to UNRWA for Provision of an investigations on-line centralized and integrated web-based Case Management System (CMS) for Department of Internal Oversight Services by the deadline date of Sunday, 12 July 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
APPENDIX A: Project and Business Description

1. PREAMBLE

UNRWA (the United Nations Relief and Works Agency for Palestine Refugees in the Near East) is a relief and human development agency, providing education, healthcare, social services and emergency aid to over five million refugees living in the Gaza Strip, the West Bank, Jordan, Lebanon and the Syrian Arab republic.

Following the 1948 Arab-Israeli conflict, UNRWA was established by United Nations General Assembly Resolution 302 (IV) of 8 December 1949 to carry out direct relief and works programmes for Palestine refugees. The Agency began operations on 1 May 1950.

In the absence of a solution to the Palestine refugee problem, the General Assembly has repeatedly renewed UNRWA's mandate, most recently extending it until 30 June 2020.

UNRWA is by far the largest UN operation in the Middle East, with over 30,000 staff, almost all of them refugees themselves, working directly to benefit their communities - as teachers, doctors, nurses or social workers.

UNRWA services are available to all those living in its areas of operations who meet this definition, who are registered with the Agency and who need assistance. When the Agency began operations in 1950, it was responding to the needs of about 750,000 Palestine refugees. Today, some 5 million Palestine refugees are eligible for UNRWA services.

The Department of Internal Oversight Services (DIOS) is the internal oversight body of UNRWA. The vision of the Department is to strive for excellent oversight services for improved accountability and results, instilling confidence in UNRWA to donors and other stakeholders.

The mission of DIOS is to provide internal oversight services that add value to and support UNRWA in achieving its mission by strengthening accountability, transparency, integrity and learning within the Agency.

DIOS fulfills this internal oversight role through the independent and objective functions of:

Assurance (audit and inspections) and advisory services assesses the adequacy of processes in place to ensure that resources are acquired economically, used efficiently and assets are safeguarded. As well as ensuring that financial managerial and operating information is accurate, reliable and timely, while complying with regulations, rules and other administrative issuances policies and procedures.

Evaluation results are incorporated into decision-making processes in order to strengthen learning and accountability in the Agency with the aim of improving operations. Evaluations determine the relevance, effectiveness, efficiency, impact and sustainability of ongoing and completed Institutional functions by examining expected and achieved accomplishments, result chains, processes, contextual factors and causality.
Investigations responsible for both conducting centralized investigations into misconduct of UNRWA staff, as well as providing technical advice, guidance and training to Field Offices (and the HR Department in Headquarters) in the conduct of decentralized investigations, performed under the authority of the Field director and using Field Office staff.

2. TENDER/BIDDER SCOPE

The bidder shall supply, deliver, adapt, configure, migrate data, implement, administer and host a fully functioning and tested on-line centralized and integrated web-based Case Management System (CMS), this system should fulfill international standards and the best practices in this field, and it will replace the currently used case management system.

The CMS will improve the delivery time of efficient services it offers to users and address a series of flaws in the existing system.

This element shall hereinafter be referred to as ‘The Software System’.

Important Remark: Detailed scope and functionality description are described in Annex C of this RFP.

3. PROJECT BACKGROUND & OVERALL BUSINESS DESCRIPTION

3.1 Project Background

Investigations are conducted across the Agency by a number of work units or focal points based in a variety of geographic locations. Quarterly, the details of these cases are forwarded to DIOS and included in a report to the Office of the UNRWA Commissioner General. DIOS is the focal point for the recording of allegations of misconduct by UNRWA staff.

Original records of these allegations and the associated case files are maintained by the individual fields departments. There is a clear need to establish a case management system that will ensure consistent recording of information across multiple office locations and enhance statistical reporting accuracy.

In recent years, UNRWA contracted a vendor with a ready-made case management system, the system is a web based, centralized, and hosted on the cloud. UNRWA investigation cases are confidential, and UNRWA wanted to make sure that no staff apart from staff in the Investigations Divisions or assigned investigators has access to the data, and this is why the administration and the maintenance of the system has been the sole responsibility of the vendor.

3.2 Business Description

UNRWA has its own investigation policy with detailed technical instructions, this Policy provides the framework and establishes governing principles for the investigations of allegations of misconduct by UNRWA personnel, and it has been prepared in accordance with generally accepted investigation standards applicable to administrative investigations, as reflected in the Uniform Principles and Guidelines for Investigations.

3.3 Scope of Investigation

Misconduct at UNRWA is defined similarly as in other United Nations Organizations and Agencies as a failure by personnel to comply with the required standards of conduct. These include, but are not
limited to, fraud; corruption; theft; abuse of privileges and immunities; harassment; sexual harassment; abuse of authority/power; assault; sexual exploitation and abuse; violation of humanitarian principles, including neutrality; or failure to observe regulations, rules and policies. This Policy does not apply to managerial issues such as performance management issues and performance-related disagreements, to personal grievances arising from administrative decisions taken within the proper discretion of supervisors and management, or to complaints made by beneficiaries regarding access to services.

An administrative investigation is a fact-finding analytical process designed to gather information to determine whether any misconduct occurred, and, if so, the persons responsible. In other words, it is an administrative process that concerns itself with the failure to observe the standards of conduct expected of international civil servants and serves as a basis for disciplinary or administrative proceedings. It differs from a criminal investigation, which serves as a basis for criminal prosecution. Therefore, different standards and procedures, as well as different standards of proof, shall apply to the conduct of administrative investigations.

The decision whether to take any disciplinary action against any staff (i.e., the disciplinary process) is separate from the investigative process. However, the CMS should contain a Disciplinary Action’s section which contains data about disciplinary process.

3.4 Investigation Process

A. Intake

1. Before the opening of any formal investigation into an allegation of misconduct, the allegation must be reviewed by an Intake Committee that then recommends to the authorized. This is to ensure that the alleged behavior, if established, would constitute misconduct.

2. A recommendation by the Intake Committee should endeavor to be made on every new allegation as quickly as possible and whenever possible within 20 days after it has been received. The authorized decision-maker should endeavor to provide his/her response and/or comments within 10 days of receipt of the recommendation of the Intake Committee. Thus, a decision for every case should be made as soon as possible, preferably within 30 days of the receipt of any complaint/allegation.

3. At the intake stage, the decision for action will be one of the following:

   3.1 Decline: Where the facts alleged, if proved, would not constitute misconduct. Accordingly, these cases will also not be included in CMS.
   3.2 Preliminary Assessment: This phase allows collection of additional information needed to make an informed decision as to which other response option is most appropriate. These cases will be included in the CMS
   3.3 Investigate: Where the facts alleged, if proved, would constitute misconduct and if the allegations are credible, material, and verifiable. These cases will be included in the CMS
   3.4 Record for Information: Where the facts alleged, if proved, would constitute misconduct, but where a complaint lacks sufficient detail and/or investigative steps cannot be pursued.
   3.5 Management Intervention: Where the facts could be more effectively and efficiently dealt with through local management intervention or performance review procedures rather than by way of investigation and possible disciplinary proceedings.
   3.6 Suspend: Where there is an existing ongoing investigation or other exceptional circumstances where the conduct of an immediate investigation may not be in the best interests of the Agency. Any such suspension decision should be revisited regularly by the Intake Committee to determine
whether another response option is now suitable. No case should be suspended for more than six (6) months, absent exceptional circumstances such as the criminal detention of a staff member.

B. Formal Investigation

The investigation phase is the collection of all evidence available, both inculpatory and exculpatory, which will either substantiate or refute the allegation under investigation. The investigation findings and conclusions are based solely on the facts gathered and the evidence collected, and reasonable inferences to be derived therefrom. All relevant evidence must be presented in a report of investigation, along with the analysis upon which the findings are made and conclusions reached.

All investigations should endeavor to be completed as quickly as possible, and within 6 months of their initiation whenever possible.

C. Reports of Investigation

Reports which substantiate allegations of misconduct shall be submitted to the Agency official with authority to initiate disciplinary proceedings against the relevant staff member if appropriate, and in the case of DIOS reports, to the Commissioner-General. The report, including annexes such as witness statements, audio recordings of interviews and/or transcripts, should also be uploaded on the Centralized Case Management Software System. DIOS should be notified in case it wants to review the report.

Reports which do not substantiate the allegation shall be submitted to the person who authorized the investigation and uploaded on the Case Management Software System for DIOS possible review. All parties who were informed of the identity of the subject of the investigation, e.g. the subject and witnesses, should usually be informed that the allegation was not substantiated.

All investigation reports are strictly confidential, and their contents may not be disclosed further, other than to comply with the disciplinary process or before UN administrative tribunals. Disclosure under any other circumstances is permitted only with the approval of either the Director of DIOS or the Commissioner-General for DIOS reports, or the Field Director for investigations conducted by the relevant field.

DIOS will prepare reports on the status of investigations for each ACIO meeting, based on the information contained in the case management database and information provided by Field Offices. Such reports will be shared with the ACIO, the Commissioner-General and the Deputy Commissioner-General and will contain, at a minimum: (i) a list of new cases opened since the last ACIO meeting; (ii) a list of cases closed since the last ACIO meeting, including those where disciplinary action was recommended; (iii) a list of open cases; and (iv) the distribution of cases by Field Offices, category, and aging.

These reports and others are expected to be generated from the Case Management Software System.
APPENDIX B

Detailed System Requirements for Case Management System

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Section 1 - Critical Requirements

- The third column of the table below is filled by UNRWA, and indicates the following:

  1. C = Critical Requirement: Each and every one of the requirements in section 1 must be met; otherwise the proposal will be automatically disqualified during the initial evaluation process.

  2. E = Essential Requirement: All of these requirements should be included in the final system. (Enhancement/Customization might be required)

  3. D = Desirable Requirement: These requirements are desirable but not required. Including any of these requirements will provide an added advantage to your proposal.

- Vendors should mark each critical system requirements in the Y/N column in this section as follow:

  4. Y = Yes, the tendered system meets this specific requirement

  5. N = No, the tendered system does not meet this specific requirement

<table>
<thead>
<tr>
<th>Ref #</th>
<th>Requirement Description</th>
<th>C/E/D</th>
<th>Y / N</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The bidder must have <strong>Case Management System</strong> developed by the company, and deployed successfully; and must be able to demonstrate that the system is used by a base of large customers.</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>The bidder shall supply, deliver, adapt, configure, migrate legacy system data, implement, and administrate a fully functioning and tested on-line centralized and integrated web-based Case Management System (CMS). The system will be used by DIOS at HQs, and at all UNRWA fields.</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>The Software Centralized Web based System must be hosted and installed in the cloud with the necessary backup and disaster recovery measures, in addition it should apply strict confidentiality and security procedures. It should be accessible by authorized internal users via current UNRWA IT infrastructure (e.g. SWAN, MPLS) or via the internet at a reasonable speed with acceptable performance.</td>
<td>C</td>
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<tr>
<td>4</td>
<td>The Software System must be a web-based multi-tier information system, with a common central backend database management system running under operating system server platform, and with strict security controls</td>
<td>C</td>
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<tr>
<td>5</td>
<td>The system will require no software installation at client computers other than web browser (IE 11 and above, Google Chrome, etc.) and associated components, running on Intel-based PCs, utilizing Windows 7 or higher operating system.</td>
<td>C</td>
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<tr>
<td>6</td>
<td>The design and architecture of the Software System must allow scalability and flexibility to accept any number of users &amp; cases by</td>
<td>C</td>
<td></td>
</tr>
</tbody>
</table>
### Section 2 – General Functional Requirements

- The third column of the table below is filled by UNRWA, and indicates the following:

  1. **C** = Critical Requirement: Each and every one of these requirements must be met otherwise the proposal will be disqualified.

  2. **E** = Essential requirement: All of these requirements should be included in the final system. (Enhancement/Customization might be required)

  3. **D** = Desirable requirement: These requirements are desirable but not required. Including any of these requirements will provide an added advantage to your proposal.

<table>
<thead>
<tr>
<th>Requirement Number</th>
<th>Requirement Description</th>
<th>Requirement Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>The system should be extensively parameterized thus allowing greater flexibility in terms of operating and managing the entire investigation case vis-à-vis the overall UNRWA DIOS procedures.</td>
<td>C</td>
</tr>
<tr>
<td>8</td>
<td>The system should manage effectively a large number of cases and documents, it should incorporate investigation best practices into the workflow, streamlines the investigation process, and keep cases on track.</td>
<td>C</td>
</tr>
<tr>
<td>9</td>
<td>The system is to incorporate a full reporting functionality serving the different system stakeholders, in addition the bidder should be responsible for developing, testing and delivering the required set of reports. The system should offer powerful, flexible and easy to use Ad-hoc query and report generation facilities to the user across all the modules. The CMS should be able to generate advance reports that include percentage of cases closed within six month and average number of days to conclude the investigation and complete the case. The reports should also include information about the outcome of an investigations and action taken by the agency following the investigation. New CMS should have mandatory features to include, for example, an amount of estimated loss and steps taken to recover losses in all fraud cases. The mandatory field includes the age of victim and subject in case of sexual exploitation and abuse. A reference to priority investigations should be included in the CMS.</td>
<td>C</td>
</tr>
<tr>
<td>10</td>
<td>The selected bidder will be responsible for overall data migration and ensuing smooth transition from the legacy case management system to the new one. UNRWA will coordinate with the current system provider for providing data from existing system within industry standard format which will be agreed between UNRWA and selected contractor during the system customization/enhancement phase if any.</td>
<td>C</td>
</tr>
</tbody>
</table>
- Tenders should mark each system requirements in the Y/P/N column as follow:

4. **Y** = Yes Fully, the proposed system meets fully this specific requirement

5. **P** = Yes Partially, the proposed system meets partially this specific requirement.

6. **N** = No, the proposed system cannot meet this specific requirement

- The last column on the right side of the Annex is left blank. In this remarks column, the Bidders should provide more detailed explanations if necessary, noting that it is the responsibility of the vendor to communicate to what extent a requirement is met and/or how it will be implemented. Therefore, and in order to maximize the understanding of UNRWA’s Evaluation Team of your responses, please fill out the remarks columns in details.

- Note: If your answer is either P or N for an essential requirement, then please indicate in the Remarks column the possibility of customizing/enhancing your software system to meet this specific requirement.

<table>
<thead>
<tr>
<th>Ref #</th>
<th>Requirement Description</th>
<th>C/E/D</th>
<th>Y/P/N</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The software system should be Case Management System fulfilling international standards in investigation, and the best practices for administration and control of investigation process.</td>
<td>E</td>
<td></td>
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<tr>
<td>2.</td>
<td>The system is to run to in a WAN environment. The whole database is to reside in one central place with access provided to users in UNRWA’s area of operations (Gaza, West Bank, Jordan, Syria and Lebanon) and to consultants in different countries.</td>
<td>E</td>
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<tr>
<td>3.</td>
<td>The system should be fully administrated by the contractor with the necessary tracking, auditing, and reporting to UNRWA.</td>
<td>E</td>
<td></td>
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<tr>
<td>4.</td>
<td>The system should allow conducting effective investigation process from initial allegation to case closure and trend analysis.</td>
<td>E</td>
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<tr>
<td>5.</td>
<td>The system should allow creating cases through web forms, and email, and it should receive, record, and funnel referrals.</td>
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<tr>
<td>6.</td>
<td>The case form should include the following information: Case Status, Case Data, Evaluation, Suspension Dates, Actions, Additional Contacts, Case Linking, Closure Information, Findings and Recommendations, Final Disposition, File Management, History.</td>
<td>E</td>
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<tr>
<td>7.</td>
<td>The system should manage investigations with smart workflow, alerts, reminders, and centralized case files with controlled access</td>
<td>E</td>
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<tr>
<td>Ref #</td>
<td>Requirement Description</td>
<td>C/E/D</td>
<td>Y/P/N</td>
<td>Remarks</td>
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<tr>
<td>8.</td>
<td>The alerts and reminders in the workflow should be based on parameterized value (Example: when the duration between one decision level and the other is more than specific days)</td>
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<td>E</td>
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<tr>
<td>9.</td>
<td>The system should incorporate case assignment features which can assign cases manually or automatically based on defined criteria with tracking, follow-up, and reminders options.</td>
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<td>E</td>
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<tr>
<td>10.</td>
<td>The system should have the capacity to upload and hyperlink documents (multi-format attachments) to designated fields for efficiency in referencing, and it should store &amp; retrieve all investigations documents such as witness statements, complaints, transcripts, and reports which can be searched for particular references.</td>
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<tr>
<td>11.</td>
<td>The system should add and manage important audio and video files, and it should record all activities including e-mails directly to case file.</td>
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<td>E</td>
</tr>
</tbody>
</table>
| 12.   | Allow entering, capturing, validating and manipulating of all cases made regardless of their later decision by an authorized staff member, sample case form is attached in Annex.  
The bidder shall be committed to add any data elements that are not available in the proposed system.                                                                                                                        |       |       | E       |
<p>| 13.   | The system should have dashboards that visually track, analyze and display key performance indicators (KPIs), metrics and key data points to investigation.                                                                                                                                               |       |       | E       |
| 14.   | The system should support auditable case history where each case file contains the entire history of the investigation and provides complete audit trail which can be exported as comprehensive investigation report.                                                                                             |       |       | E       |
| 15.   | The system should allow authorized instant access to all related information in the cases history.                                                                                                                                                                                              |       |       | E       |
| 16.   | The system should support quick and powerful search by using on-screen web style searching, it should enable the search across the entire investigation database or within a specific field to field by entering keywords                                                                                       |       |       | E       |
| 17.   | The system must provide the ability to search for records using almost any data or combination of data contained within the record(s).                                                                                                                                                                      |       |       | E       |
| 18.   | The system must be capable of restricting searches performed by system users, or groups based of Application Administrator defined setup.                                                                                                                                                        |       |       | E       |</p>
<table>
<thead>
<tr>
<th>Ref #</th>
<th>Requirement Description</th>
<th>C/E/D</th>
<th>Y/P/N</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.</td>
<td>The system should support different decisions at the intake stage (Decline, Preliminary Assessment, Investigate, Record for Information, Management Intervention, Suspend, Refer to DIOS, etc.)</td>
<td></td>
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<tr>
<td>20.</td>
<td>The system should track the status and progress of cases, compliance issues, and investigations</td>
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<tr>
<td>21.</td>
<td>The system should ensure accuracy in the management of cases, by including mandatory fields to be filled by the user; and by recording contacts, meetings, sessions and the substance of information discussed. For example, in all fraud cases an amount of estimated loss should be filled.</td>
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<td>22.</td>
<td>The system should enable recording any action taken by the user</td>
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<td>23.</td>
<td>The system should manage incoming tips and leads.</td>
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<td>24.</td>
<td>The system should support UNRWA’s present organization in term of headquarters and fields which includes different levels of information access and different levels of authority in processing and managing cases.</td>
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</tbody>
</table>
25. Supporting different categories of users, with their corresponding access and authority levels. The expected number of system users is around 30 users with the following categories for example:

<table>
<thead>
<tr>
<th>User Category</th>
<th>User Permission</th>
</tr>
</thead>
</table>
| Basic user    | - Have access to opened cases in CMS  
- Can populate data in the CMS  
- Can upload documents  
- Cannot initiate cases in the CMS  
- Cannot delete data  
- Cannot delete attachment(s)  
- Cannot assign cases  
- Cannot close cases |
| Case Owner    | - Can initiate cases in the CMS  
- Have access to case initiated by him or her or case assigned to him or her by others only  
- Can populate data in the CMS  
- Can upload documents  
- Cannot delete data  
- Cannot delete attachment  
- Cannot assign cases  
- Cannot close cases  
- Ability to do performance report for cases initiated by the same case owner |
| System Admin  | Case Owner’s permission plus the following Permission:  
- Access to all cases in the CMS  
- Ability to do statistical reports and performance report for all cases in the CMS  
- Permission to assign and reassign cases |
| Super user    | System Admin permission and the following Permission:  
- Ability to restrict the system admin’s permission. |

26. Each of the user categories must be restrained to performing the corresponding tasks in his/her area only.

27. Providing lists of all system functions with the corresponding categories of system users who are entitled to browse, create, modify, and authorize data related to these functions.
28. Data elements must be parameterized in a way that permits adding to, modifying and deleting from them such as Working Field, Department, Education Levels, Case Status, etc.

29. The system should store time stamp for the different stages of case investigation workflow.

30. The system can enable hiding unused fields in different screens to tune the user forms in order to have a user friendly interface.

31. Supports regular validations including required fields different types, (Mandatory/Optional), ranges/possible values, default value, data sources (case form, system generation, etc).

32. Supports required field’s parameterizations as long as applicable

33. Supports different data requirements in different UNRWA’s areas of operations such as type of identification document

Section 3 – Reporting Requirements

<table>
<thead>
<tr>
<th>Ref #</th>
<th>Requirement Description</th>
<th>C/E/D</th>
<th>Y/P/N</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Provides powerful summary reports that enables users to display information with their own set criteria</td>
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<tr>
<td>2.</td>
<td>Incorporates a full reporting functionality serving the different system stakeholders through producing a set of reports described in this section, i.e. directly generated reports lists, performance reports, statistical reports, etc.</td>
<td>E</td>
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<tr>
<td>3.</td>
<td>Building these reports should follow the layout that will be presented for each report, incorporate all the information elements defined for each report, allow for the different groupings, sorting and aggregations requested and allow report generation by the authorized users listed for each report.</td>
<td>E</td>
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<tr>
<td>4.</td>
<td>The system should offer powerful, flexible and easy to use Ad-hoc query and report generation facilities to the user across all the modules. The facility should be based on SQL relational database management system. The system should facilitate obtaining different kinds of information at any time.</td>
<td>E</td>
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<tr>
<td>5.</td>
<td>The system must also keep an audit trail for report generation that includes who generated which reports and when report generation took place.</td>
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<tr>
<td>6.</td>
<td>All reports must show the report name, the user name, date, time, page no. and a mark which indicates the end of the report, as well as UNRWA logo</td>
<td>E</td>
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<tr>
<td>Ref #</td>
<td>Requirement Description</td>
<td>C/E/D</td>
<td>Y/P/N</td>
<td>Remarks</td>
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<tr>
<td>7.</td>
<td>It must be possible to display reports on screens or direct them to files “i.e. standard MS Office like (Word, Excel, etc) and PDF”</td>
<td>E</td>
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<td>8.</td>
<td>When required, it must be possible to print reports that Aggregate historical information from different database files.</td>
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<tr>
<td>9.</td>
<td>It should be possible to run queries with a date stamp to extract information linked to a specific time or date, data as it was one or two years ago (historical queries).</td>
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<tr>
<td>10.</td>
<td>All reports should support custom heading according to specific privileges.</td>
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<tr>
<td>11.</td>
<td>Complex custom queries should be possible for all combinations of data, Complex custom (Ad hoc) reports should be also possible for all combinations of data</td>
<td>E</td>
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<tr>
<td>12.</td>
<td>Totals and subtotals should be generated in all reports where applicable.</td>
<td>E</td>
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<tr>
<td>13.</td>
<td>It should be able to define the (As of Date) of the report by the user upon generating the report.</td>
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<tr>
<td>14.</td>
<td>All Parameters that report used to generate the data should be shown at the beginning of the first page</td>
<td>E</td>
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<tr>
<td>15.</td>
<td>The formulas that the report used if any should be shown at the beginning of the report.</td>
<td>E</td>
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<tr>
<td>16.</td>
<td>All statistical reports should be able to be generated retroactively for any period</td>
<td>E</td>
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<tr>
<td>17.</td>
<td>It should be possible to display Detailed/Summary for all reports where applicable with drill down features.</td>
<td>E</td>
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<tr>
<td>18.</td>
<td>It should be possible to archive output of some specific standard reports to be previewed later and to be used for statistical purposes.</td>
<td>E</td>
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<tr>
<td>19.</td>
<td>It should be possible to have different graphical representation for some specific standard reports outputs if applicable.</td>
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</tbody>
</table>

**The system should produce the following list of reports:**

(Note: The reports full layout including its specified grouping levels, parameters, sorting, totals, and authorized users will be submitted to the vendor upon contracting).

20.  Full investigation report for final case status

21.  Directly generated reports lists including: List of new cases opened in specific period (From Date, To Date), List of cases closed in specific period, List of closed cases with disciplinary actions recommended, list of open cases, etc

22.  Distribution of cases by field offices

C: Complete, E: Essential, P: Preferable, N: Not Required
<table>
<thead>
<tr>
<th>Ref #</th>
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<th>Y/P/N</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>23.</td>
<td>Distribution of cases by category/allegations type.</td>
<td>C</td>
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<tr>
<td>24.</td>
<td>Distribution of cases by open and close cases</td>
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<tr>
<td>25.</td>
<td>Performance reports which can be used by managers to examine the number of cases being handled and how effectively these complaints are being resolved by case owners. The performance reports can be generated based on the following input parameters: Case Owner, Case Status with the following options for grouping levels: monthly, quarterly, and yearly basis.</td>
<td>E</td>
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<tr>
<td>26.</td>
<td>Statistical reports which allow managers to analyze both aggregate and specified dates on many aspects of the cases and inquiries. These reports are useful in finding patterns in the data. The reports can be generated based on specified month/quarter, claim type, mediation, etc.</td>
<td>E</td>
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<tr>
<td>27.</td>
<td>Financial misconduct’s report, with the following information to be retrieved: Case number, Office, Case type, Loss ($), Program Budget? Y/N, Funding Source, Description, Outcome, Action to Retrieve Losses</td>
<td>C</td>
<td></td>
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</tr>
<tr>
<td>28.</td>
<td>Reports for Breach of Neutrality, Unauthorized Public Activity, and Breach of Social media policy (with sub-categories), with the following information to be generated:</td>
<td>C</td>
<td></td>
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<tr>
<td></td>
<td>Case number, Field, Allegation, Date allegation received, Type of investigation (combo box which include Breach of Neutrality, Unauthorized Public Activity, breach of social media policy), If the allegation related to breach of social media policy then the following options are available (Incitement to Violence, Violence, Political Statement, Other Unauthorized Statement), Findings of investigation, Action taken by the Agency.</td>
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<tr>
<td></td>
<td>The system should include additional sub-categories related to social media allegations for ease of extracting reports and updates in the CMS database.</td>
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<tr>
<td>29.</td>
<td>Reports for sexual abuse, and sexual exploitation &amp; abuse, with the following information to be generated:</td>
<td>E</td>
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<tr>
<td></td>
<td>Case number, Field, Allegation type with the following selected options (SEA, sexual assault or other), Country and place where Incident Occurred, Date Referred for Investigation if Applicable, Investigating Entity, Status or Outcome of Investigation, Total Subject, Total Victims (Counted), Is the victim minor, Findings of investigation, Action taken by the Agency.</td>
<td></td>
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<tr>
<td>30.</td>
<td>Support producing information in the form of indicators and ratios with the possibility of using those indicators in different reporting purposes.</td>
<td>E</td>
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<tr>
<td>Ref. #</td>
<td>Requirement Description</td>
<td>C/E/D</td>
<td>Y/P/N</td>
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</tr>
<tr>
<td>1.</td>
<td>The system is to run to in a WAN environment (SWAN, MPLS, etc.) The whole database is to reside in one central place with access provided to users in UNRWA's area of operations (Gaza, West Bank, Jordan, Syria and Lebanon). The physical database location is to be transparent to system users.</td>
<td>E</td>
<td></td>
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</tr>
<tr>
<td>2.</td>
<td>The system must run on a common relational database management system. The Software System must be a web-based multi-tier information system running under recent operating system server platform.</td>
<td>E</td>
<td></td>
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<tr>
<td>3.</td>
<td>The system should be modular and flexible. The various modules should be fully integrated while computerizing the various functions ranging from loan application to loan settlement.</td>
<td>E</td>
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<tr>
<td>4.</td>
<td>Any user connected to the central server must be able to execute full system functionality using web browsers (IE 11, Google Chrome, etc) without any need to install any application on the user side.</td>
<td>E</td>
<td></td>
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<tr>
<td>5.</td>
<td>The system should be hosted in the cloud (it will not be hosted in UNRWA), and it should be fully managed, configured, and maintained by the vendor</td>
<td>E</td>
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<tr>
<td>6.</td>
<td>The system should provide High Availability Solution including the ability to carry out routine systems maintenance activities during normal business hours, Amman Time</td>
<td>E</td>
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<tr>
<td>7.</td>
<td>The system should be able to provide the following in term of Multi-Tier Internet/Intranet Architecture:</td>
<td>E</td>
<td></td>
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<tr>
<td></td>
<td>• System architecture should allow maximum compatibility scalability, flexibility, by following one of architecture methods (layered, service oriented).</td>
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<tr>
<td></td>
<td>• Layered architecture should be designed for multi-tiers (layers).</td>
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<td></td>
<td>• System design and architecture should be able to accommodate increasing number of users to the system via adding the needed hardware, software, licenses &amp; telecom bandwidth</td>
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<tr>
<td>8.</td>
<td>Each item of data must be stored in the same format in all tables.</td>
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<tr>
<td>Ref. #</td>
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<tr>
<td>9.</td>
<td>Display of the same item of data may be customized and varied depending on the specific user interface requirements.</td>
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<tr>
<td>10.</td>
<td>Database design model should eliminate data redundancy, Data redundancy must be eliminated to the maximum possible and practicable.</td>
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<tr>
<td>11.</td>
<td>Data integrity must be enforced, especially in the case of redundancy (if any), i.e. use constraints, rules, triggers, relations.. at the DB level. Database relations, triggers etc, must not be built within the application.</td>
<td>E</td>
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<tr>
<td>12.</td>
<td>No data is to be stored on user machines except imported data.</td>
<td>E</td>
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</tr>
<tr>
<td>13.</td>
<td>There must be unique identifiers for all records.</td>
<td>E</td>
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<tr>
<td>14.</td>
<td>Physical deletion of data is not to take place.</td>
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<tr>
<td>15.</td>
<td>The system must be extensively table- and rules-driven.</td>
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<tr>
<td>16.</td>
<td>All validations of data must take place at the time of data entry or modification.</td>
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<tr>
<td>17.</td>
<td>No data may be “hard-coded”, but must be in tables, and must be accessible from a maintenance menu that requires administrator privileges.</td>
<td>E</td>
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</tr>
<tr>
<td>18.</td>
<td>There must be an Error-Handling Routine. Also, errors must be recorded in a data file for later analysis and corrections</td>
<td>E</td>
<td></td>
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</tr>
<tr>
<td>19.</td>
<td>Rollback must be performed in case of any errors during processing of transactions. If one part of a transaction fails, all related database entries must be cancelled.</td>
<td>E</td>
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</tr>
<tr>
<td>20.</td>
<td>The bidder will be responsible for overall data migration and ensuing smooth transition from the existing Case Management System to the new CMS. UNRWA will be responsible for providing data from existing system within industry standard format.</td>
<td>E</td>
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</tbody>
</table>
## Section 5 - Security Requirements

<table>
<thead>
<tr>
<th>Ref. #</th>
<th>Requirement Description</th>
<th>C/E/D</th>
<th>Y/P/N</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Security measures must ensure the confidentiality of all files within the software application. A unique login and password must be available to each user, and must be linked to the defined application capabilities for each user.</td>
<td>E</td>
<td></td>
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</tr>
<tr>
<td>2.</td>
<td>Major system activities (login date and time, print, errors, etc.) must be automatically logged. They must be configurable including changes to user access levels. Operating system logging facilities should be utilized instead of custom logging solutions</td>
<td>E</td>
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<tr>
<td>3.</td>
<td>It must be possible to identify dates in which transactions' entry and modification took place.</td>
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<tr>
<td>4.</td>
<td>It should not be possible to modify key fields.</td>
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<tr>
<td>5.</td>
<td>All data control rules must be stored in tables that are modifiable by the system administrator. It also must be possible to trace all transactions to creators and modifiers.</td>
<td>E</td>
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<tr>
<td>6.</td>
<td>The system should enable the maximum level of auditing and tracking over services and transactions offered where cases should be tracked in all their movements across statuses and decisions.</td>
<td>E</td>
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<tr>
<td>7.</td>
<td>In case of any error, the system must display clear information concerning the error, and how to solve it.</td>
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<tr>
<td>8.</td>
<td>Session lifetime is limited and session state is protected from unauthorized access. i.e. Users must be automatically logged off after a systems administrator configurable period of idleness.</td>
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<tr>
<td>9.</td>
<td>Reporting must be restricted to the area of the database the user is authorized to view. Generating other reports need changes to user permissions by the system administrator.</td>
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<tr>
<td>10.</td>
<td>Logs of reports and the user that requested them must be available to the administrator.</td>
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<tr>
<td>11.</td>
<td>The system software should allow for showing logons, logoffs, data additions, data alterations, user access right as well as report generation by the different system users is to be produced for management review.</td>
<td>E</td>
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</tr>
<tr>
<td>Ref. #</td>
<td>Requirement Description</td>
<td>C/E/D</td>
<td>Y/P/N</td>
<td>Remarks</td>
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<tr>
<td>12.</td>
<td>The system must provide the administrator the ability to monitor connected users, view log files and manage users access to the system. &lt;br&gt;The access permissions for system data may only be changed by the system’s data administration in a controlled and auditable fashion.</td>
<td>E</td>
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<tr>
<td>13.</td>
<td>All tables must have fields indicating creators and modifiers of records and creation and modification dates.</td>
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<tr>
<td>14.</td>
<td>Support multiple user access levels</td>
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<tr>
<td>15.</td>
<td>Each user must have a user-name and a password, associated with certain privileges.</td>
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<tr>
<td>16.</td>
<td>Supports on-time passwords. User has the ability to change the password and passwords must be expired periodically. The password length and expiration period should be configurable by the system administrator, and it should follow the industry standards.</td>
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<tr>
<td>17.</td>
<td>Stored passwords must be encrypted.</td>
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<tr>
<td>18.</td>
<td>The system must lock the user if the password incorrectly entered many times in sequence. The number of times must be defined by the administrator.</td>
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<tr>
<td>19.</td>
<td>Users must be assigned to user groups with different levels of privileges. Privileges could be granted or revoked at runtime.</td>
<td>E</td>
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<tr>
<td>20.</td>
<td>Privileges should be Process based on (data entry, query, print...etc) and Data based.</td>
<td>E</td>
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<tr>
<td>21.</td>
<td>The system must allow access only through menus, modifications to existing data must be done through menus as well.</td>
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<tr>
<td>22.</td>
<td>All external communication between the system’s data server and clients must be encrypted.</td>
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<tr>
<td>23.</td>
<td>Administration interfaces and remote administration channels are secured (strong authentication and authorization is used) while configuration stores are secured i.e. not held in plain text configuration files.</td>
<td>E</td>
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<tr>
<td>24.</td>
<td>Administrator and user privileges are separated based on roles.</td>
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<tr>
<td>Ref. #</td>
<td>Requirement Description</td>
<td>C/E/D</td>
<td>Y/P/N</td>
<td>Remarks</td>
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<tr>
<td>25.</td>
<td>User’s names and Passwords should not be cached in any ways at the client side.</td>
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</tr>
</tbody>
</table>
| 26.    | The system should emphasize data quality and data reliability aspects by providing:  
  - Extensive syntactical input checking. Type, length, range and format of information should be checked before being committed. The use of regular expressions and facilities can substantially reduce the efforts required;  
  - Extensive semantic validation, making sure that the meaning of the information entered is appropriate. Extensive use of selection lists to reduce possibility of errors in typing values. | E    |       |         |

**Section 6 - Interface Requirements**

<table>
<thead>
<tr>
<th>Ref. #</th>
<th>Requirement Description</th>
<th>C/E/D</th>
<th>Y/P/N</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The system should support user friendly interface, and it should be intuitive where screens must be simple, clear and fully visible with no hidden areas or scroll bars as long as possible.</td>
<td>E</td>
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<tr>
<td>2.</td>
<td>Internal codes and designs must be transparent to the user. Users should select from lists or combo boxes that are unambiguous and easy to understand. The system will apply whatever controls and checks that are necessary.</td>
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<tr>
<td>3.</td>
<td>The system should extensively provide for maintenance and usage of codes wherever possible. Where applicable, the system should support international standard codes apart from providing the flexibility to maintain UNRWA’s own codes. The system should provide for quick look-up facility for searching the required code based on flexible criteria and also it should be easy to select the required code.</td>
<td>E</td>
<td></td>
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<tr>
<td>4.</td>
<td>Header rows must exist on the top of all screens displaying the following “UNRWA-DIOS”, User Name, Screen Title, and the Menu, Status and help info must be available at all screens.</td>
<td>E</td>
<td></td>
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<tr>
<td>5.</td>
<td>A row at the bottom of the screen must be always present. This is where status information and help messages are displayed.</td>
<td>E</td>
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</tr>
<tr>
<td>Ref. #</td>
<td>Requirement Description</td>
<td>C/E/D</td>
<td>Y/P/N</td>
<td>Remarks</td>
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<tr>
<td>6.</td>
<td>The system must be user-friendly by supporting the following features: Lists, Combo boxes, Mouse and keyboard (short-cut keys), Menu-driven, Navigation between records with ease, Possibility of directing the output to either the printer, the screen or to a file (i.e. MS standard files such as word, excel, PDF, etc), Possibility of duplicating records during data entry, Online help that is clear and easily understandable, Menu options should be displayed according to the user privileges, Etc..</td>
<td>E</td>
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<tr>
<td>7.</td>
<td>If a user is not authorized to perform a certain function, a clear indication to that effect must be given to him/her.</td>
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<tr>
<td>8.</td>
<td>All system screens must have the following options as long as applicable: Create, Modify, Authorize and Print (Some will have special options). If a menu option is not applicable, it should not be displayed.</td>
<td>E</td>
<td></td>
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</tr>
</tbody>
</table>
| 9.    | Each screen must allow the user to hit any navigational button on the browser  
  • Back and forward buttons either for the application or for the browser should be operational.  
  • If a new browser window is opened, there may be no pages to go back or forward to. It must be easy to close the new window.  
  • Each screen must have a way to cancel if in the middle of a transaction. | E    |       |         |
| 10.   | Closing the browser window in the middle of a transaction should be recoverable. (i.e. if a client session was lost in the middle of a transaction the data must not be left in a corrupted state)                     | E    |       |         |
| 11.   | Each screen must have a link back to the main home page.                                                                                                                                                               | E    |       |         |
| 12.   | Personalization features like welcoming the user upon authentication, showing automatically the last action at the stage where it was left pending, pre-filling automatically personal details where available. (i.e. User profile settings should be saved and customizable) | D    |       |         |
| 13.   | Repeated actions should be simplified and automated whenever possible.                                                                                                                                                 | E    |       |         |
# Section 7 – Documentation & Training Requirements

<table>
<thead>
<tr>
<th>Ref. #</th>
<th>Requirement Description</th>
<th>C/E/D</th>
<th>Y/P/N</th>
<th>Remarks</th>
</tr>
</thead>
</table>
| 1.     | The system should be fully documented. The following documents must be provided to UNRWA in hardcopy and a softcopy versions:  
   i. User manual containing detailed presentations and instructions on all functional aspects of the system. User’s Manual Guide has to cover all system functions, must be easy to understand by the intended audience.  
   ii. An instructional reference to support the application such as (interactive online help functions, capability to create knowledge management and helpdesk support with search engine capabilities)  
   iii. Technical Operations Manual containing detailed presentations and instructions on all the tasks necessary to maintain and administer the system, as well as ensuring the availability and integrity of system data.  
   iv. System Technical Document describing the full system functionality, database layout, data dictionary, program specifications and any other relevant information | E    |       |         |
| 2.     | All Manuals and documents must include clear and realistic examples.                                                                                                                                                                                                                                                                                                                                                                             | E    |       |         |
| 3.     | On-site training for 5-10 UNRWA staff members should be provided after the first trial installation using the User Manual (please refer to Documentation Requirements). As a result of this training, these manuals have to be amended. Users will be trained so that they build competencies that enable them to:  
   a. Use all functional components of the system  
   b. Start up and shutdown a work session on the system  
   c. Train other staff members in daily operation and use of the system  
   Solve simple problems that they might face using the User Manual and online help. | E    |       |         |
<p>| 4.     | Prior to the user training, the bidder will provide UNRWA with the suggested training schedule and outline, which might be mutually amended to better suite the needs of UNRWA.                                                                                                                                                                                                                                                                       | E    |       |         |</p>
<table>
<thead>
<tr>
<th>Ref. #</th>
<th>Requirement Description</th>
<th>C/E/D</th>
<th>Y/P/N</th>
<th>Remarks</th>
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</thead>
<tbody>
<tr>
<td>5.</td>
<td>The bidder must provide a system on practice database, independent of the production database, for training purposes.</td>
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</tbody>
</table>

**Section 8 – Performance Requirements**

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<thead>
<tr>
<th>Ref. #</th>
<th>Requirement Description</th>
<th>C/E/D</th>
<th>Y/P/N</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The system must be able to handle the processing of cases and reports effectively</td>
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<tr>
<td>2.</td>
<td>The system must operate with reasonable speed (request for a page must not take more than 3 seconds), as indicated below, with around 30 users logged on at the same time performing different tasks on the system, The number of users is expected to be 40 users in 2019</td>
<td>E</td>
<td></td>
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<tr>
<td>3.</td>
<td>The designed application and the recommend hardware should ensure that acceptable response time is guaranteed for 95% of transactions. Please provide a specific measure of response time in the remarks column.</td>
<td>E</td>
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<tr>
<td>4.</td>
<td>The system must be able to keep an accepted (95%) level of performance in peek usage times (all users accessing the system simultaneously).</td>
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<tr>
<td>5.</td>
<td>Request for a page (screen) till it is fully displayed should not exceed 3 seconds</td>
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<tr>
<td>6.</td>
<td>The system must provide a stable degree of performance in 24 hours / 7days a week range.</td>
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<tr>
<td>7.</td>
<td>The system performance should not be affected by adding more users to the system given the needed hardware, software, licenses and telecom bandwidth are supported.</td>
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<tr>
<td>8.</td>
<td>The system should demonstrate sufficient performance capacity to accommodate current cases data load, and system users as well as the potential for at least 100 percent future growth in disk space capacity and 50 percent growth in user workstations.</td>
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<tr>
<td>9.</td>
<td>At minimum, UNRWA expects a ten-years economic life span for the offered system.</td>
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</tbody>
</table>
10. The system should be scalable and expandable so that it should only have limits on capacity and/or usage according to hardware and/or other software that it communicates with, and it should be able to accept more usage and data if the needed hardware is added.

**Section 9 – Support & Warranty Requirements**

<table>
<thead>
<tr>
<th>Ref. #</th>
<th>Requirement Description</th>
<th>C/E/D</th>
<th>Y/P/N</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The bidder must warrant that the system will operate in conformance with requirements mentioned before and with the bidder’s written proposal submitted in response to the specifications contained in the RFP.</td>
<td>E</td>
<td></td>
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<tr>
<td>2.</td>
<td>For one year following the system final installation and onsite training, the bidder will, upon timely notification, design, code, checkout, document and deliver promptly any amendments or alterations to the system that may be required to correct errors present at the time of system delivery and which affect performance.</td>
<td>E</td>
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<tr>
<td>3.</td>
<td>The bidder must attend to fixing system errors within a maximum of one day response time (unless it is mission critical, the bidder must attend to fixing mission critical system errors within a maximum of 2 hours response time).</td>
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<tr>
<td>4.</td>
<td>The one-year warranty begins upon completion of the system acceptance, installation and deployment. It is free of cost</td>
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<tr>
<td>5.</td>
<td>After the one-year warranty has elapsed, the bidder must be willing to continue managing, supporting and maintaining the system on an annually renewable contract basis.</td>
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</tbody>
</table>
**Section 10 – Methodology & Deliverables Requirements**

The Contractor will submit the following to UNRWA:

<table>
<thead>
<tr>
<th>Ref. #</th>
<th>Deliverable</th>
<th>C/E/D</th>
<th>Y/P/N</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Within two weeks after contract commencement, an Inception Report which shall include, without limitation, a detailed work plan for data migration, information required from UNRWA in order to do the proper overview of the assumptions and constraints about the case workload factors in the Case Management System (CMS), as well as financial rates and contingencies for customization of the system if needed</td>
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<tr>
<td>2.</td>
<td>Within four weeks after contract commencement, a summary report highlights gaps and constraints, which provide clarity to the relationship between CMS and its implementation and technology environment.</td>
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<td>3.</td>
<td>Within three months after contract commencement, a deployed case management system with the necessary configuration &amp; legacy system data migration.</td>
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</tbody>
</table>

**Software System Implementation Phases**

1) Configuration/Customization Phase  
2) Testing Phase  
3) Deployment Phase  
4) Support & Maintenance Phase

<table>
<thead>
<tr>
<th>Ref. #</th>
<th>Deliverable</th>
<th>C/E/D</th>
<th>Y/P/N</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Configuration/Customization Phase</td>
<td>E</td>
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</tr>
<tr>
<td>1.1</td>
<td>Ready for use system with customization if needed</td>
<td>E</td>
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<tr>
<td>1.2</td>
<td>Testing Plan</td>
<td>E</td>
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<tr>
<td>1.3</td>
<td>Training plan</td>
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<td>1.4</td>
<td>Initial deployment/installation plan (including a period of pilot operations)</td>
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<tr>
<td>1.5</td>
<td>Draft user/training manual</td>
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<tr>
<td>1.6</td>
<td>Draft operations manual</td>
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<tr>
<td>1.7</td>
<td>Draft technical manual</td>
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<tr>
<td>Ref. #</td>
<td>Deliverable</td>
<td>C/E/D</td>
<td>Y/P/N</td>
<td>Remarks</td>
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<tr>
<td>1.8</td>
<td>Revised project risks</td>
<td>E</td>
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<td></td>
</tr>
<tr>
<td>1.9</td>
<td>Revised project schedule</td>
<td>E</td>
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<tr>
<td>1.10</td>
<td>Progress Reports</td>
<td>E</td>
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<tr>
<td>1.11</td>
<td>QA review report</td>
<td>E</td>
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<tr>
<td>2.</td>
<td><strong>Testing Phase</strong></td>
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<tr>
<td>2.1</td>
<td>Testing Results Report</td>
<td>E</td>
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<tr>
<td>2.2</td>
<td>Final user/training manual</td>
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<tr>
<td>2.3</td>
<td>Final operations manual</td>
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<tr>
<td>2.4</td>
<td>Final technical manual</td>
<td>E</td>
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<tr>
<td>2.5</td>
<td>Signed user acceptance for the system</td>
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<tr>
<td>2.6</td>
<td>Final training plan</td>
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</tr>
<tr>
<td>2.7</td>
<td>Final installation/deployment plan</td>
<td>E</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.8</td>
<td>Revised project risks</td>
<td>E</td>
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</tr>
<tr>
<td>2.9</td>
<td>Revised project schedule</td>
<td>E</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.10</td>
<td>Progress Reports</td>
<td>E</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.11</td>
<td>QA review report</td>
<td>E</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td><strong>Deployment Phase</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>Operational/usable system</td>
<td>E</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>Production environment</td>
<td>E</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.3</td>
<td>Trained users</td>
<td>E</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.4</td>
<td>Pilot Operations Report</td>
<td>E</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.5</td>
<td>Final/signed user acceptance</td>
<td>E</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.6</td>
<td>Installation test report</td>
<td>E</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ref. #</td>
<td>Deliverable</td>
<td>C/E/D</td>
<td>Y/P/N</td>
<td>Remarks</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------</td>
<td>-------</td>
<td>---------</td>
</tr>
<tr>
<td>3.7</td>
<td>Revised project risks</td>
<td></td>
<td></td>
<td>E</td>
</tr>
<tr>
<td>3.8</td>
<td>Revised project schedule</td>
<td></td>
<td></td>
<td>E</td>
</tr>
<tr>
<td>3.9</td>
<td>Revised implementation requirements / cost estimates</td>
<td></td>
<td></td>
<td>E</td>
</tr>
<tr>
<td>3.10</td>
<td>Progress Reports</td>
<td></td>
<td></td>
<td>E</td>
</tr>
<tr>
<td>3.11</td>
<td>QA review report</td>
<td></td>
<td></td>
<td>E</td>
</tr>
</tbody>
</table>

### 4. Support & Maintenance Phase

<table>
<thead>
<tr>
<th>Ref. #</th>
<th>Deliverable</th>
<th>C/E/D</th>
<th>Y/P/N</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>New software releases if applicable</td>
<td></td>
<td></td>
<td>E</td>
</tr>
<tr>
<td>4.2</td>
<td>Test reports (in case of errors)</td>
<td></td>
<td></td>
<td>E</td>
</tr>
<tr>
<td>4.3</td>
<td>Updated documentation (if necessary)</td>
<td></td>
<td></td>
<td>E</td>
</tr>
<tr>
<td>4.4</td>
<td>Signed user acceptance</td>
<td></td>
<td></td>
<td>E</td>
</tr>
<tr>
<td>4.5</td>
<td>Service Level + Support Agreement</td>
<td></td>
<td></td>
<td>E</td>
</tr>
<tr>
<td>4.6</td>
<td>Progress Reports</td>
<td></td>
<td></td>
<td>E</td>
</tr>
<tr>
<td>4.7</td>
<td>Assessment (Close-out) Report resulting from a post-implementation review</td>
<td></td>
<td></td>
<td>E</td>
</tr>
</tbody>
</table>

### Section 11 – Project Management Requirements

<table>
<thead>
<tr>
<th>Ref. #</th>
<th>Requirement Description</th>
<th>C/E/D</th>
<th>Y/P/N</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The vendor must provide an organizational chart of the project team illustrating their roles; it should include staff that will be working on the project and responsible for all of the implementation phases with their CVs.</td>
<td></td>
<td></td>
<td>E</td>
</tr>
<tr>
<td>2</td>
<td>The vendor should utilize industry standard structured project management methodology.(Preferably Agile)</td>
<td></td>
<td></td>
<td>E</td>
</tr>
<tr>
<td>3</td>
<td>The vendor should utilize industry standard preferable (Microsoft Project) tools to manage the project.</td>
<td></td>
<td></td>
<td>E</td>
</tr>
<tr>
<td>4</td>
<td>Changes to the vendor project team should be done in consultation with UNRWA.</td>
<td></td>
<td></td>
<td>E</td>
</tr>
<tr>
<td>5</td>
<td>The vendor must appoint a well-qualified project manager who will act as the single point of contact with UNRWA once the contract is awarded. The Project Manager must have a Master’s degree in IT related Courses and having</td>
<td></td>
<td></td>
<td>E</td>
</tr>
<tr>
<td>Ref. #</td>
<td>Requirement Description</td>
<td>C/E/D</td>
<td>Y/P/N</td>
<td>Remarks</td>
</tr>
<tr>
<td>-------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------</td>
<td>-------</td>
<td>---------</td>
</tr>
<tr>
<td></td>
<td><strong>minimum 5 years’ experience in managing similar software projects with a proven track record that can be verified.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>The vendor is to submit a weekly progress report on project implementation. Also, if necessary meeting will be arranged between UNRWA &amp; the vendor to review this progress report, identify problems, decide on any necessary corrective actions and assess the overall progress of the project. The events of meeting are subject to change and UNRWA / vendor agreement.</td>
<td>E</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>The vendor should utilize methods and tools to be used for reporting, analyzing, prioritizing, and handling project issues.</td>
<td>E</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 8     | The vendor should utilize processes, methods, and tools that will be used for configuration management for the following areas,  

- Configuration identification  
- Change control  
- Version control  
- Auditing of configurations and configuration items  
- Reporting of status  
- Setting up and controlling the software libraries and release management.                                                                                                                                                                                                                     | E    |       |         |
| 9     | Change control processes should support the following  

- Reporting  
- Review  
- Approval  
- Tracking of change requests for product requirements changes  
- Work product defects  
- Project process changes.                                                                                                                                                                                                                                                                 | E    |       |         |
| 10    | The vendor should utilize processes, techniques, and tools that will be used for assuring that the project meets its commitments to plans, standards, and processes, and that it demonstrates that the products meet the agreed-to requirements.                                                                                                                                                       | E    |       |         |

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 the above listed tables for requirements deemed CRITICAL (identified as C) will also lead to disqualification.

Where it has been requested to provide evidence of bidder’s work, the evidences shall be submitted 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.
## 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>1. <strong>Corporate Status of the Company:</strong> The vendor must prove that it is accredited or legally registered to provide IT Related services among its businesses.</td>
<td>Proof of registration or accreditation in form of Incorporation certificate, trading licenses, etc.</td>
<td></td>
</tr>
<tr>
<td>2. <strong>Past Experience:</strong> Bidder must have at least 3 years’ experience in the provision of the provision of software Development and Maintenance Services in areas of investigations or related services. Bidder must provide the description of relevant services including the duration. Bidder must provide the description of relevant services including the duration.</td>
<td>List of projects detailing the projects handled</td>
<td></td>
</tr>
<tr>
<td>3. <strong>Past Performance:</strong> Bidder must submit at least 1 reference letter from its past clients for similar services or related indicating that the vendor performed to expectations in the assigned tasks</td>
<td>Reference letters</td>
<td></td>
</tr>
<tr>
<td>4. <strong>Location:</strong> The Bidder is located in a time zone that is within 2 hours of the Requesting office in Amman. If over two (2) hours, bidders must indicate availability of project implementation capacity and availability of project personnel between 08:00 – 17:00 Amman Time</td>
<td>Signed and stamped confirmation form in Appendix 1 below</td>
<td></td>
</tr>
<tr>
<td>5. <strong>Qualification of the Proposed Project Manager:</strong> The proposed Manager who will oversee the project must have a University degree in the field of computer science, Software Development and/or Business and Management Studies. The proposed Manager should also have an experience at least 3 years’ experience as a Manager for similar or any other IT related works</td>
<td>Copies of the academic documents and C.V</td>
<td></td>
</tr>
<tr>
<td>6. <strong>Qualifications and experience in Team members:</strong> The team members must be have a minimum experience of 2 years and should collectively contain evidence of qualifications in software skills in programming languages like Python, Java, Ruby, C++, LISP, Perl, MATLAB and SQL</td>
<td>Copies of CVs and Academic documents</td>
<td></td>
</tr>
<tr>
<td>7. <strong>Capability of the software system developed for the proposed case management:</strong> The proposed software system for case management must address all items marked as critical (identified as C) in Sections 1, 2 and 3 in the Appendix B of the Terms of Reference</td>
<td>The vendor to prove/ indicate how its proposed software system will address all critical requirements in the Appendix B of the Terms of Reference</td>
<td></td>
</tr>
<tr>
<td>8. <strong>Acceptance to migrate all available data on the CMS at the end of Contract to UNRWA / Successor company at no additional cost:</strong> By signing the form in Appendix 2, the Bidder accepts and confirms that if awarded, then at the end of the contract period, all the data in the case management system will be migrated at no additional cost to UNRWA / next successful company and will not share the data in the UNRWA CMS to any other Entity unless otherwise authorized by UNRWA.</td>
<td>Signed and stamped Confirmation form in Appendix 2 below</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.
### Phase 2: Scoring Methodology

<table>
<thead>
<tr>
<th>1. Corporate Experience</th>
<th>Examples of required supporting documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1) Number of years of experience in the field of Software Development and Maintenance Services</td>
<td>List of examples of projects similar tasks/projects completed. <em>Maximum points will be provided for 10 years and above of demonstrated experience</em></td>
</tr>
<tr>
<td>1.2) Number of Reference Letters (Recommendation letters) for provision of similar or related services.</td>
<td>Reference letter(s) must clearly indicate the name and full address of the recommending organization, contact persons with their names and titles, telephone contacts and email addresses. <em>Maximum points will be given for five or more reference/recommendation letters.</em></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Personnel Experience</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2) Proposed Team Leader/Contract Manager’s work experience</td>
<td>CV, and copies of Academic documents of the Proposed Team Leader / Contract Manager to be provided. <em>Maximum points will be given for the proposed Team leader / Contract Manager whose experience in projects of similar scope and Complexity is 8 years and above</em></td>
</tr>
</tbody>
</table>
2.3) Number and Experience of project team members

Company must specify the proposed team members proposed for this project. The CVs of team members to be included in the Technical proposal and should contain evidence of work experience for each proposed team member.

*Points will be awarded to each team member provided and then averaged per bidder to receive the final score for this criteria. The teams’ average of 5 years and above of relevant experience will be awarded maximum points.*

3) Responsiveness of bidder to all functional, business and reporting user requirements

Responsiveness to meet all functional, business and reporting user requirements listed in (sections 2 and 3 in Appendix B of the ToR – i.e. requirement marked only as Essential (E) and (D) (level of how the vendor’s proposal meets or exceeds these requirements)

The bidder’s proposal should detail how its proposed solution will meet or exceed all functional, business and reporting user requirements contained sections 2 and 3 in Appendix B of the ToR – i.e. requirement marked only as Essential (E) and (D)

*Maximum points will be awarded to the vendor whose proposal is fully detailed and demonstrates a holistic and comprehensive understanding of the project and its requirements, and has responded fully to all functional, business and reporting user requirements TORs.*

4) Responsiveness of bidder to all Nonfunctional requirements

4.1) Responsiveness to meet all Nonfunctional requirements listed in (sections 4, 5, 6, 7 and 8 in Appendix B) marked as Essential (E) and (D) (level of how the vendor’s proposal meets or exceeds these requirements)

The bidder's proposal should detail how its proposed solution will meet or exceed all functional, business and reporting user requirements contained sections 4, 5, 6, 7 and 8 in Appendix B of the ToR – i.e. requirement marked only as Essential (E) and (D)

*Maximum points will be awarded to the vendor whose proposal is fully detailed and demonstrates a holistic and comprehensive understanding of the project and its requirements, and has responded to fully to the requirements as outlined in the TORs.*

5) Proposed work plan, methodology and deliverables

5.1) The vendor to provide the detailed work plan, methodology and schedule of deliverables

The Vendors proposed work plan to be very detailed. The methodology should provide detailed information on how he intends to meet the requirements in the scope.

*Maximum points to be provided to a bidder who submits a confident, qualified and very detailed work plan, methodology and schedule of deliverables.*

**Notes:**
Failure to score the minimum mandatory score of 60% will lead to the disqualification of the proposal (i.e. 60 pts out of 100)
APPENDIX 1 – CONFIRMATION OF AVAILABILITY WHEN REQUIRED

(Include this form in the Technical Proposal)

By signing and stamping this form, the company confirms that in case of awarding this project, the company confirms that it is located in a time zone that is within 2 hours of the Requesting office in Amman. If over two (2) hours, my company confirms its availability of its project implementation capacity and availability of project personnel between 08:00 – 17:00 Amman Time.

Company Name: ____________________________________________

Name of Company Representative: ________________________________

Signature: ___________________________________________________

Date: _______________________________________________________
APPENDIX 2 - ACCEPTANCE TO MIGRATE ALL AVAILABLE DATA ON THE CMS AT THE END OF CONTRACT TO UNRWA / SUCCESSOR COMPANY AT NO ADDITIONAL COST

(Include this form in the Technical Proposal)

By signing and stamping this form, my company accepts and confirms that if awarded, then at the end of the contract period, all the data in the Case Management System will be migrated at no additional cost to UNRWA / next successful company and will not share the data in the UNRWA CMS to any other Entity unless otherwise authorized by UNRWA.

Company Name: ________________________________________________________________

Name of Company Representative: ________________________________________________

Signature:  Adam Akram

Date: 06/12/2023

Company Name: ____________________________ Date: ____________________________

Name of Company Representative: ________________________________________________

Signature: ____________________________ Date: ____________________________
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:

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

\( P \) = 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 3 and 4:

- 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 3
ACCEPTANCE OF THE UNRWA GENERAL CONDITIONS OF CONTRACT (UNGCC)

(Include this form in the Financial Proposal)

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

Company Name: ____________________________________________________________

Name of Company Representative: ____________________________________________

Signature: __________________________________________________________________

Date: _____________________________________________________________________
ACCEPTANCE TO PROVIDE THE PERFORMANCE BOND

[Form of First Demand Guarantee]

(Include this form in the Financial Proposal)

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: ______________________________
## Price Schedule No.1

**Covering the cost for first year.**

<table>
<thead>
<tr>
<th>No</th>
<th>Item</th>
<th>Unit Cost</th>
<th>Qty</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Design, configure and set up the case management and customize it for UNRWA</td>
<td>Lump sum</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Migrate the existing data into the new case management System</td>
<td>Lump sum</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Hosting fees</td>
<td>Lump sum</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>On-site Training to Staff of DIOS</td>
<td>Lump sum</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

**Total one-off cost for the 1st year (A)**

## Price Schedule No.2

**Covering the annual cost for the second, third, fourth and fifth year.**

<table>
<thead>
<tr>
<th>No</th>
<th>Item</th>
<th>Unit Cost</th>
<th>Qty</th>
<th>Total Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Annual Hosting Fees</td>
<td>Lump sum</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Annual Maintenance cost (i.e Updates/Upgrades)</td>
<td>Lump sum</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Software Enhancement/Customization maximum 3 times a year</td>
<td>No. of times</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

**Total Annual cost (B)**

**Total for 4 Years C= 4*(B)**

**Grand total for 5 years T= (A+C)**

*Note: It should be noted that the Bidder should propose a fixed bid price to UNRWA including travel cost and any other relevant cost.*
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 Palestinian 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 an Investigations On-Line Centralized and Integrated Web-Based Case Management System (CMS) for the Department of Internal Oversight Services. [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 an Investigations On-Line Centralized and Integrated Web-Based Case Management System (CMS) for the Department of Internal Oversight Services for UNRWA Head Quarter Amman ] (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: General conditions of contract

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 judicial
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-a-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
corporate principal and agent. The officials, representa-
4.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

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

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

5. ASSIGNMENT; SUBCONTRACTING:

5.1 Except as provided in Article 5.2, below, the Contractor may 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 or use by UNRWA of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNRWA under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically
approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,

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

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

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

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

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

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

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

7. INSURANCE AND LIABILITY:

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

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

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

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

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

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

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

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

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

7.5.1 name UNRWA as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy; and,
7.5.2 include a waiver of subrogation of the Contractor’s insurance carrier’s rights against UNRWA; and,
7.5.3 provide that UNRWA shall receive written notice from the Contractor’s insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and,
7.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNRWA.

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

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

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

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

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

10. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:
10.1 Except as is otherwise expressly provided in writing in the Contract, all right, title and interest, including copyrights, in all works and other materials, whether in written or electronic form and including all derivative works thereof, produced in the performance of this Contract shall be vested exclusively in, and the Contractor shall without further consideration assign, whether as works for hire or otherwise, the same to, UNRWA.
10.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNRWA does not and shall not claim any ownership interest thereto, and the Contractor grants to UNRWA a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
10.3 At the request of UNRWA, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNRWA in compliance with the requirements of the applicable law and of the Contract.
10.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNRWA, shall be made available for use or inspection by UNRWA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNRWA authorized officials on completion of work under the Contract.

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

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

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

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

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

12.2 The Contractor may disclose Information to the extent required by law, provided 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 from 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 in 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) days' 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
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, issuing orders or determinations concerning the return, destruction, or disposition of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, ordering the termination of the Contract, or ordering that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to the PCA Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ('LIBOR') then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

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

19. TAX EXEMPTION:

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

19.2 The Contractor authorizes UNRWA to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNRWA before the payment thereof and UNRWA has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNRWA with written evidence that payment of such taxes, duties or charges has been made and the Contractor is entitled to a refund from UNRWA for any amounts paid by the Contractor that were actually paid 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 with any kind of the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against UNRWA unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief, Procurement and Logistics Division, or the Field Office Director (for local contracts), or such other contracting authority.

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

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

22. AUDITS AND INVESTIGATIONS:

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

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

23. LIMITATION ON ACTIONS:

23.1 Except with respect to any indemnification obligations in Article 6, above, or as are otherwise set forth in the Contract, any arbitration proceedings in accordance with Article 17.2, above, arising out of the Contract shall 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 knows 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 for engaging in any sexual activities that are exploitative or degrading to any person. UNRWA shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

24.1.5 neither it, its parent entities (if any), nor any of the Contractor's subsidiary, affiliated entities

(if any) or suppliers is engaged in any transactions with, and/or the provision of resources and support to, individuals and organizations associated with, receiving any type of training for, or engaged in, any act or offense described in Article 2, Sections 1, 3, 4 or 5 of the International Convention for the Suppression of the Financing of Terrorism, adopted by the General Assembly of the United Nations in Resolution 54/109 of 9 December 1999.

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

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

26. NOTICE AND OTHER FORMALITIES:

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

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

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

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<th>UNSPSC Code</th>
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**Section 4: Experience**

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

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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; ICAO; 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 data.
ANNEX I – Draft Contract

CONTRACT No.

BETWEEN

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

AND

XXXXXXXX

FOR

THE PROVISION OF TYPE OF SERVICES
CONTRACT NO. XXXXXXXX

BETWEEN

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

AND

XXXXXXXXXX

FOR

THE PROVISION OF TYPE OF SERVICES

This Contract is made and entered into by and between the United Nations Relief and Works Agency for Palestine Refugees in the Near East (“UNRWA”) and XXXXXXXXXXXX – (“the Contractor”)

WITNESSETH

WHEREAS, UNRWA wishes to engage the Contractor to provide TYPE OF SERVICES (the “Services”) in accordance with the terms and conditions set forth in this Contract (as defined below);

WHEREAS, UNRWA issued Request for Proposal (RFP-[solicitation reference number]) dated 14 June 2020, for the provision of such Services;

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

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

ARTICLE 1

CONTRACT DOCUMENTS

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

Annex A: UNRWA General Conditions of Contract – Contracts for the Provision of Services (the “General Conditions”);

Annex B: Statement of Work;

Annex C: Price List; and

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

1.2.1 First, this document;
1.2.2 Second, Annex A;
1.2.3 Third, Annex B;
1.2.4 Fourth, Annex C;
1.2.5 Fifth, Annex D.

1.3 The following documents are referred to in this Contract only as aids in interpretation of the rights and obligations of the Parties under the Contract but shall not be construed, for any purposes or under any circumstances, as creating any such rights or obligations: RFP [solicitation reference number] dated ; and (b) the Contractor’s technical and financial offers dated in response to RFP [solicitation reference number] Clarification Response dated 27 February 2019. The documents referred to in this Article are not attached hereto but are known to, and in the possession of, the Parties.

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

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

1.6 This Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with this Contract, shall be deemed to include, and shall be interpreted and applied consistently with, the provisions of Article 16 (Settlement of Disputes) and Article 17 (Privileges and Immunities) of the General Conditions (Annex A).

ARTICLE 2
EFFECTIVE DATE; TERM OF CONTRACT

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

2.2 This Contract shall remain in effect for a period of three (3) years from the Effective Date, unless earlier terminated in accordance with the terms of this Contract (the “Initial Term”). UNRWA may, at its sole option, extend the Initial Term of this Contract, under the same terms and conditions as set forth in this Contract, for a maximum of two (2) additional consecutive periods of up to one (1) year each (the “Extended Term”). UNRWA shall provide a written notice of its intention to do so at least thirty (30) days prior to the expiration of the then Term.

2.3 Notwithstanding and in addition to the termination rights provided in Article 14 (Termination) of the General Conditions (Annex A), and without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise, UNRWA may, in its sole discretion and without giving any reasons therefore, terminate the Contract without cause, in whole or in part upon thirty (30) days written notice to the Contractor. In the event of termination pursuant to this Article, UNRWA shall only be responsible for payment for those Services provided to UNRWA in accordance with the requirements of the Contract, but only if such Services were ordered through the issuance of a Purchase Order, requested or otherwise provided prior to the Contractor’s receipt of notice of termination from UNRWA.
ARTICLE 3
REPRESENTATIONS AND WARRANTIES;
RESPONSIBILITIES OF THE CONTRACTOR;
PERSONNEL

Representations and Warranties

3.1 The Contractor represents and warrants that:

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

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

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

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

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

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

Responsibilities of the Contractor

3.2 The Contractor shall provide to UNRWA the TYPE OF SERVICES as referred to in the Statement of Work (Annex B), and in accordance with the terms and conditions of this Contract.

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

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

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

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

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

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

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

Personnel

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

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

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

3.13 Without limiting and further to Article 6 (Insurance and Liability) of the General Conditions (Annex A) and the foregoing provisions of this Contract, the Contractor shall ensure that all of its Personnel used to perform the Services in connection with this Contract are (i) medically fit to perform such Services, and (ii) adequately covered by insurance for any service-related illness, injury, death or disability. The Contractor shall submit proof of such medical fitness and such insurance satisfactory to UNRWA, immediately upon request from UNRWA.

ARTICLE 4
PURCHASE ORDERS

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

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

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

4.4 The Contractor shall accept changes to or cancellations of Purchase Orders by UNRWA without penalty or charge, provided UNRWA provides notice of such change or cancellation not later than five
4.5 UNRWA does not guarantee the order of any minimum quantity of Services from the Contractor under this Contract.

ARTICLE 5
PRICE; PAYMENT

5.1 In full consideration for the complete, satisfactory and timely performance by the Contractor of all its obligations under this Contract, UNRWA shall pay the Contractor for the Services, a Maximum Contract Value of $ , for the entire duration of the Contract including, any Extended Terms, as set forth in the Price List (Annex C). The fee and total fee for the Services shall remain firm and fixed during the Initial Term and any Extended Terms of the Contract.

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

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

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

Name of Bank: Click here to enter text.
Bank Address: Click here to enter text.
Bank ID (SWIFT): Click here to enter text.
Account No.: Click here to enter text.
IBAN: 
Currency of Payment: Click here to enter text.
Currency of Bank Account: Click here to enter text.
Type of Account: 

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

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

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

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

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

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

ARTICLE 6
REVIEW; IMPROPER PERFORMANCE

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

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

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

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

6.2.3 If UNRWA, in its sole discretion, determines that the improper performance cannot be remedied by re-performance or other corrective measures by the Contractor, UNRWA may terminate the Contract in accordance with Articles 13.1 or 13.2 (second sentence) of the General Conditions (Annex A) without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise.
6.3 Neither review nor inspection hereunder, nor failure to undertake any such review or inspection, shall relieve the Contractor of any of its warranty or other obligations under this Contract.

ARTICLE 7
LICENSES, PERMITS, AND OTHER AUTHORIZATIONS

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

ARTICLE 8
DESIGNATION OF THE PARTIES’ CONTRACT MANAGERS

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

8.1.1 UNRWA has designated as its Contract Manager the following person:

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

ARTICLE 9
PERFORMANCE SECURITY

9.1 Prior to the Effective Date of the Contract, the Contractor shall provide to UNRWA, at the Contractor’s sole cost and expense, performance security in the form of an independent bank guarantee (first demand guarantee) or a similar instrument acceptable to UNRWA in its sole discretion, in the amount of (the “Performance Security”).

9.2 The Performance Security shall serve to secure the performance by the Contractor of its obligations in accordance with the terms and conditions of this Contract, and to provide a source of compensation for UNRWA for any failure by the Contractor to perform such obligations. If the Contractor fails to deliver the Performance Security to UNRWA within the time limit specified herein, UNRWA shall, without prejudice to any other rights or remedies, be entitled to withhold payment from any one or more invoices submitted by the Contractor up to the required amount of the Performance Security.

9.3 The Performance Security shall require the Issuer (as defined below) to deliver the money required by UNRWA immediately upon a first written demand by UNRWA in accordance with the requirements of the Performance Security, without having to prove the liability of the Contractor. The Performance Security shall be enforceable without the need to have recourse to any judicial or arbitral proceedings, without any objection, opposition or recourse by the Issuer and without it being necessary to provide evidence to the Issuer of any shortcoming of or any default by the Contractor.

9.4 The Performance Security shall remain valid and in force for 455 Calendar days, subject to extension if
so provided in this Contract or the Performance Security. The Performance Security shall not be subject to any form of suspension by interim relief, whether by arbitral order or otherwise.

9.5 In the event the Initial Term of this Contract is extended in accordance with the term and conditions of Article [2.2], the Contractor shall obtain, at its sole cost and expense, an extension of the Performance Security. The Contractor shall obtain such extension within thirty (30) days after the date of such request, or if the Performance Security would expire sooner than thirty (30) days after such date, prior to such expiration. If the Contractor fails or refuses to obtain such extension, UNRWA shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract. In the event that the Performance Security contains a provision for automatic extension, the Contractor shall notify UNRWA in writing of each such automatic extension not later than thirty (30) days prior to the date on which the Performance Security would otherwise expire. In the absence of such notice, or if the Contractor notifies UNRWA that the Performance Security will not be extended, UNRWA shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract.

9.6 The Performance Security shall be issued by a prime commercial and accredited financial institution acceptable to UNRWA in its sole discretion (the "Issuer"). If the Issuer of the Performance Security files for bankruptcy or is declared bankrupt, becomes insolvent or its right to do business is suspended or terminated, the Contractor shall within five (5) days thereafter provide another Performance Security, which shall be issued by an Issuer and in a form acceptable to UNRWA. The Contractor shall have an obligation to promptly notify UNRWA in writing in the event that any of the foregoing has occurred or is likely to occur. If the Contractor fails or refuses to comply with the foregoing obligations, UNRWA shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract.

ARTICLE 10
NOTICES

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

If to the Contractor

If to UNRWA:

United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA)
Bayader Wadi Seer, PO Box 14015,
Amman 11814
Attn:
Tel.:
Email:

9.8 Notices and other communications required or contemplated by this Contract delivered by mail or recognized overnight delivery service shall be effective on the date they are officially recorded as recorded by the postal or delivery service as delivered to (or refused by) the intended recipient by return receipt or equivalent. Such notices and other communications delivered in person shall be effective on the date of actual receipt.
ARTICLE 11
MISCELLANEOUS

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

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

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

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

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

9.14 This Contract and everything herein contained shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns. No other person shall be a third party beneficiary hereof or have or be entitled to assert rights or benefits hereunder.

IN WITNESS WHEREOF, the parties have, through their authorized representatives, executed this Contract on the date herein below written.

FOR XXXXXXXXXX  FOR UNRWA

By: ______________________________ By: ______________________________
Name: ___________________________ Name: ___________________________
Title: ____________________________ Title: ____________________________
Date: _____________________________ Date: _____________________________

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Date: _____________________________  Date: _____________________________
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’.

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.

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.

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.

STEP 1: SEARCH FOR TENDER NOTICES ISSUED BY UNRWA

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.
STEP 3: ACCESS THE TENDER AT A LATER STAGE

If you need Help at any stage of the process, you can contact us at Helpdesk@UNAID.org or call +1-111-222-3333. If you urgently need assistance, you are also welcome to contact us at urgenthelp@UNAID.org for urgent assistance.

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. Please note that you should return all mandatory documents by the deadline. If any mandatory documents have been requested, they will be shown in the ‘My tender return’ section. Please note that you should return all mandatory documents by the deadline.

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

This service is provided at a fee of USD250 per year. You can also access tender documents free of charge under Tender Notices.

If you need Help at any stage of the process, you can contact us at Helpdesk@UNAID.org or call +1-111-222-3333. If you urgently need assistance, you are also welcome to contact us at urgenthelp@UNAID.org for urgent assistance.

From this point onward, we think that the system is more intuitive and you will be able to navigate without any difficulties. But if you have questions, please contact us using the CORRESPONDENCE function.