Request for Proposal

Consultation Services to UNRWA Evaluation Division

RFP Reference No.: RFP/UNRWA/CSSD/DM/001/2022
UNRWA Field Office: UNRWA Headquarters, Amman, Jordan

SECTION 1: LETTER OF INVITATION

United Nations Relief and Works Agency for Palestine Refugees in the Near East, hereinafter referred to as UNRWA, hereby invites prospective proposers to submit a proposal in accordance with the General Conditions of Contract and the Terms of Reference as set out in this Request for Proposal (RFP).

To enable you to submit a proposal, please read the following attached documents carefully.

Section 1: This Letter of Invitation
Section 2: Instruction to Proposers
Section 3: Data Sheet
Section 4: Terms of Reference
Section 5: Technical Evaluation Methodology
Section 6: Conditions of Contract and Contract Forms
Section 7: Proposal Forms
  • Form A: Acknowledgement letter
  • Form B: Checklist
  • Form C: Technical Proposal Submission
  • Form D: Proposer Information
  • Form E: Joint Venture/Consortium/Association Information
  • Form F: Project Implementation Capacity and Availability
  • Form G: Absence of Conflict of Interest
  • Form H: Financial Proposal Submission

Section 8: Instructions for UNGM registration and Bid submission

If you are interested in submitting a proposal in response to this RFP, please prepare your proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the deadline for submission of proposals set out in Section 3: Data Sheet.

Please acknowledge receipt of this RFP completing and returning the attached Form A: Acknowledgement letter by email to cssd@unrwa.org no later than 17 January 2022, at 14 Hours Amman Time indicating whether you intend to submit a proposal or otherwise. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this RFP.
You are encouraged to respond to this RFP even if you do not intend to bid to ensure that you can be included in future solicitations.

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

We look forward to receiving your proposal.

Name: Julius Birungi
Title: Head Procurement Section (Engineering & Services)

06 January 2022
# SECTION 2: INSTRUCTIONS TO PROPOSERS

## GENERAL

1. **Scope**
   
   Proposers are invited to submit a proposal for the services specified in Section 5: Terms of Reference, in accordance with this Request for Proposal (RFP). A summary of the scope of the proposal is included in Section 3: Data Sheet.

   Proposers shall adhere to all the requirements of this RFP, including any amendment made in writing by UNRWA.

2. **Interpretation of the RFP**
   
   Any proposal submitted will be regarded as an offer by the proposer and does not constitute or imply the acceptance of the proposal by UNRWA. UNRWA is under no obligation to award a contract to any proposer as a result of this RFP.

3. **Supplier Code of Conduct**
   
   All proposers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct, may be found at the [UN website](https://www.un.org). Adherence to the United Nations Supplier Code of Conduct is a requirement to participate in any solicitation exercise of UNRWA.

   The proposer must acknowledge that UNRWA strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices.

   In pursuance of this policy, UNRWA:

   (a) Shall reject a proposal if it determines that the selected proposer has engaged in any corrupt or fraudulent practices in competing for the contract in question

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

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

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

   1. the prices offered in the Proposal have been arrived at independently, without any consultation, communication, or agreement in any manner that would result in restriction of competition with any other Proposer or competitor relating to (a) those prices; (b) the intention to submit a Proposal, and/or (c) the methods or factors used to calculate the prices offered.

   2. the prices in the Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before UNRWA issues an award under this solicitation; and

   3. no attempt has been made or will be made by the Proposer to induce any other entity to submit or not to submit a Proposal for the purpose of restricting competition.

   Failure to comply with any of the above provisions shall result in the rejection of the Proposal(s). In addition, UNRWA reserves the right to exercise any other rights and remedies available to it.
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<tr>
<th>4. Eligible proposers</th>
<th>Proposers shall have the legal capacity to enter into a binding contract with UNRWA. Registration with UNGM at Level 1 is strongly encouraged for all vendors wishing to conduct business with UNRWA. Instructions on how to register with UNGM can be found on the UNGM website. All proposers found to have a conflict of interest shall be disqualified. Proposers may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by UNRWA to provide consulting services for the preparation of the design, specifications, Terms of Reference / Statements of Work, cost analysis/estimation and other documents to be used for the procurement of the services required in the present procurement process. Proposers shall not be eligible to submit a proposal if at the time of proposal submission: • is included in the Ineligibility List, hosted by UNGM, that aggregates information disclosed by Agencies, Funds or Programs of the UN System; • is included in the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267/1989 list; • is included in the World Bank Corporate Procurement Listing of Non-Responsible Vendors and World Bank Listing of Ineligible Firms and Individuals.</th>
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<td>5. Proprietary information</td>
<td>The RFP documents and any Terms of Reference or information issued or furnished by UNRWA are issued solely for the purpose of enabling a proposal to be completed and may not be used for any other purpose. The RFP documents and any additional information provided to proposers shall remain the property of UNRWA. All documents which may form part of the proposal will become the property of UNRWA, who will not be required to return them to your firm.</td>
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<td>6. Publicity</td>
<td>During the RFP process, a proposer is not permitted to create any publicity in connection with the RFP.</td>
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<td>SOLICITATION DOCUMENTS</td>
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<td>7. Clarification of solicitation documents</td>
<td>Proposers may request clarifications on any of the RFP documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official. UNRWA will provide the responses to clarifications through the method specified in Section 3: Data Sheet. UNRWA shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNRWA to extend the submission date of the proposals, unless UNRWA deems that such an extension is justified and necessary.</td>
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<td>8. Amendment of solicitation documents</td>
<td>At any time prior to the deadline for proposal submission, UNRWA may for any reason, such as in response to a clarification requested by a proposer, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective proposers. UNRWA may extend the deadline for submission of proposals to give the proposers reasonable time to incorporate the amendment into their proposal.</td>
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<td>PREPARATION OF PROPOSALS</td>
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<td>9. Cost of preparation of proposal</td>
<td>The proposer shall bear all costs related to the preparation and/or submission of the proposal, regardless of whether its proposal is selected or not. UNRWA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</td>
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<td>Section</td>
<td>Description</td>
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<td><strong>10. Language</strong></td>
<td>The proposal, as well as any related correspondence exchanged by the proposer and UNRWA, shall be written in the language(s) specified in Section 3: Data Sheet.</td>
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<td><strong>11. Documents establishing eligibility and qualifications of the proposer</strong></td>
<td>The proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a proposer, its qualifications must be documented to UNRWA’s satisfaction.</td>
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<td><strong>12. Technical proposal format and content</strong></td>
<td>The proposer is required to submit a technical proposal using the forms provided in Section 7 and taking into consideration the requirements in the RFP. The technical proposal shall not include any price or financial information. A technical proposal containing material financial information may be declared non-responsive (i.e. may be disqualified).</td>
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<td><strong>13. Financial proposal</strong></td>
<td>The financial proposal shall be prepared using the form provided in Section 7 and taking into consideration the requirements in the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs. Any output and activities described in the technical proposal but not priced in the financial proposal, shall be assumed to be included in the prices of other activities or items as well as in the final total price. Prices and other financial information must not be disclosed in any other place except in the financial proposal.</td>
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<td><strong>14. Currencies</strong></td>
<td>All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. For the purposes of comparison of proposals, UNRWA will convert the currency quoted in the proposal into the UNRWA preferred currency, in accordance with the UN Operational Rate of Exchange on the closing date.</td>
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<td><strong>15. Duties and taxes</strong></td>
<td>Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNRWA as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All proposals shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in Section 3: Data Sheet.</td>
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<td><strong>16. Proposal validity period</strong></td>
<td>Proposals shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of proposals. A proposal valid for a shorter period may be rejected by UNRWA and rendered non-responsive. During the proposal validity period, the proposer shall maintain its original proposal without any change, including the availability of the key personnel, the proposed rates and the total price. In exceptional circumstances, prior to the expiration of the proposal validity period, UNRWA may request proposers to extend the period of validity of their proposals. The request and the responses shall be made in writing and shall be considered integral to the proposal. If the proposer agrees to extend the validity of its proposal, it shall be done without any change to the original proposal, but will be required to extend the validity of the proposal security, if required, for the period of the extension, and in compliance with Article 17 (Proposal security) in all respects. The proposer has the right to refuse to extend the validity of its proposal without forfeiting the proposal security, if required, in which case, the proposal shall not be further evaluated.</td>
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<td><strong>17. Proposal security</strong></td>
<td>A proposal security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in the Section 3: Data Sheet. The proposal security shall be valid for a minimum of thirty (30) days after the final date of validity of the proposal. The proposal security shall be included along with the proposal. If a proposal security is</td>
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required by the RFP but is not found in the proposal, the offer shall be rejected.

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

In the event an electronic submission is allowed in Section 3: Data Sheet, proposers shall include a copy of the proposal security in their proposal and the original of the proposal security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet.

Unsuccessful proposers’ proposal securities will be discharged/returned as promptly as possible after the expiration of the period of proposal validity prescribed by UNRWA pursuant to Article 16 (Proposal Validity Period).

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

• If the proposer withdraws its offer during the period of the proposal validity specified in Section 3: Data Sheet, or;
• In the event the successful Proposer fails:
  o to sign the contract after UNRWA has issued an award; or
  o to furnish the performance security, insurances, or other documents that UNRWA may require as a condition precedent to the effectivity of the contract that may be awarded to the proposer.

18. Joint Venture, Consortium or Association

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

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

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

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

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

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

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

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

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members,
but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.

| 19. Only one proposal | The proposer (including the individual members of any Joint Venture) shall submit only one proposal, either in its own name or as part of a Joint Venture. Proposals submitted by two (2) or more proposers shall all be rejected if they are found to have any of the following:

- they have at least one controlling partner, director or shareholder in common; or
- any one of them receive or have received any direct or indirect subsidy from the other/s; or
- they have the same legal representative for purposes of this RFP; or
- they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the proposal of another proposer regarding this RFP process;
- they are subcontractors to each other’s proposal, or a subcontractor to one proposal also submits another proposal under its name as lead proposer; or
- some key personnel proposed to be in the team of one proposer participates in more than one proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one proposal. |

| 20. Alternative proposals | Unless otherwise specified in Section 3: Data Sheet, alternative proposals shall not be considered. If submission of alternative proposals is allowed in Section 3: Data Sheet, a proposer may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNRWA reserves the right to award a contract based on an alternative proposal.

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

| 21. Pre-proposal conference | When appropriate, a pre-proposal conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.

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

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

UNRWA will not issue any formal answers to questions from proposers regarding the RFP or proposal process during the pre-proposal conference. All questions shall be submitted in accordance with Article 38 (Clarification of Proposals).

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

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

| 22. Site inspection | When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet. |
If it is stated in Section 3: Data Sheet that the site inspection is mandatory, a proposer which does not attend the site inspection shall become ineligible to submit a proposal under this RFP.

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

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

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

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

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

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

### 23. Errors or omissions

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

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

### 24. Proposers’ responsibility to inform themselves

Proposers shall be responsible for informing themselves in preparing their proposal. In this regard, proposers shall ensure that they:

- examine and fully inform themselves in relation to all aspects of the RFP, including the Contract and all other documents included or referred to in this RFP;
- review the RFP to ensure that they have a complete copy of all documents;
- obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable enquiry;
- verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or site inspection or any discussion with UNRWA, its employees or agents;
- attend any pre-proposal conference if it is mandatory under this RFP;
- fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services; and
- form their own assessment of the nature and extent of the services required as included in Section 5: Terms of Reference and properly account for all requirements in their proposal.

### 25. No material change(s) in circumstances

The proposer shall inform UNRWA of any change(s) of circumstances arising during the RFP process, including but not limited to:

- a change affecting any declaration, accreditation, license or approval;
- major re-organisational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the proposer or its major sub-contractors;
- a change to any information on which UNRWA may rely in assessing proposals.
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<td>26. Instruction for proposal submission</td>
<td>The proposer shall submit a complete proposal in the format and comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The proposal shall be delivered according to the method specified in Section 3: Data Sheet. The proposal shall be signed by the proposer or person(s) duly authorized to commit the proposer. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the proposing entity, or, if requested, a Power of Attorney, accompanying the proposal. Proposers must be aware that the mere act of submission of a proposal, in and of itself, implies that the proposer fully accepts the UNRWA General Conditions of Contract, which are available on the <a href="https://www.unrwa.org">UNRWA website</a>.</td>
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<td>27. Deadline for proposal submission</td>
<td>Complete proposals must be received by UNRWA in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Proposal should be submitted, refer to the <a href="https://www.unrwa.org/time-and-date">Time and Date website</a>. It shall be the sole responsibility of the proposers to ensure that their proposal is received by the closing date and time. UNRWA may, at its discretion, extend this deadline for the submission of proposals by amending the solicitation documents in accordance with Article 8 (Amendment of solicitation documents). In this case, all rights and obligations of UNRWA and proposers subject to the previous deadline will thereafter be subject to the new deadline as extended.</td>
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<td>28. Withdrawal, substitution and modification of proposals</td>
<td>A proposer may withdraw, substitute or modify its proposal after it has been submitted at any time prior to the deadline for submission by sending a written notice to UNRWA, duly signed by an authorized representative and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals. If submission via mail / courier is acceptable as per Section 3: Data Sheet, proposals must be clearly marked as &quot;WITHDRAWAL&quot;, &quot;SUBSTITUTION&quot; OR &quot;MODIFICATION&quot;. However, after the deadline for proposal submission, the proposals shall remain valid and open for acceptance by UNRWA for the entire proposal validity period, as may be extended.</td>
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<td>29. Storage of proposals</td>
<td>Proposals received prior to the deadline of submission and the time of opening shall be securely kept unopened until the proposal opening date stated in Section 3: Data Sheet. No responsibility shall be attached to UNRWA for prematurely opening an improperly addressed and/or identified proposal.</td>
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<td>30. Proposal opening</td>
<td>Proposals will be opened by a committee formed by UNRWA consisting of at least three (3) personnel including the chairperson. There will be separate proposal openings for technical and financial proposals.</td>
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<td>31. Late proposals</td>
<td>Any proposal received by UNRWA after the deadline for submission of proposals will be destroyed unless the proposer requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned proposal documents. In exceptional circumstances, late proposals may be accepted if it is determined that the submission was sent in ample time prior to the proposal closing and the delay could not be reasonably foreseen by the proposer or were due to force majeure or in other cases where UNRWA at its sole discretion determines it is in the interest of the Agency to accept a late proposal.</td>
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<td>32. Confidentiality</td>
<td>Information relating to the examination, evaluation, and comparison of proposals, and the recommendation of contract award, shall not be disclosed to proposers or any other persons not officially concerned with such process, even after publication of the contract award.</td>
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UNRWA

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

### 33. Evaluation of proposals

UNRWA shall evaluate a proposal using only the methodologies and criteria defined in this RFP. No other criteria or methodology shall be permitted.

UNRWA shall conduct the evaluation solely on the basis of the submitted technical and financial proposals.

Evaluation of proposals shall be undertaken in the following steps:

a) Preliminary examination
b) Evaluation of eligibility and qualification (if pre-qualification is not done)
c) Evaluation of technical proposals
d) Evaluation of financial proposals.

### 34. Preliminary examination

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

### 35. Evaluation of eligibility and qualification

Eligibility and qualification of the proposer will be evaluated against the minimum eligibility and qualification requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible proposers).

### 36. Evaluation of technical and financial proposals

The evaluation team shall review and evaluate the technical proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in Section 4: Evaluation Criteria. A proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in Section 3: Data Sheet. When necessary, and if stated in the Data Sheet, UNRWA may invite technically responsive proposers for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the proposal document where required.

In the second stage, only the financial proposals of those proposers who achieve the minimum technical score will be opened for evaluation.

The evaluation method that applies for this RFP shall be as indicated in Section 3: Data Sheet, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Proposers; or (b) the combined scoring method which will be based on a combination of the technical and financial score.

When the Data Sheet specifies a **combined scoring method**, the formula for the rating of the proposals will be as follows:

#### Rating the Technical Proposal (TP):

\[
TP \text{ Rating} = \left( \frac{\text{Total Score Obtained by the Offer}}{\text{Max. Obtainable Score for TP}} \right) \times 100
\]

#### Rating the Financial Proposal (FP):

\[
FP \text{ Rating} = \left( \frac{\text{Lowest Priced Offer}}{\text{Price of the Offer Being Reviewed}} \right) \times 100
\]

#### Total Combined Score:

\[
\text{Combined Score} = (TP \text{ Rating}) \times (\text{Weight of TP, e.g. 60 or 70%}) + (FP \text{ Rating}) \times (\text{Weight of FP, e.g., 40 or 30%})
\]
| 37. Post-qualification | UNRWA reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the proposer. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:  
   a) Verification of accuracy, correctness and authenticity of information provided by the proposer;  
   b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;  
   c) Inquiry and reference checking with Government entities with jurisdiction on the proposer, or with previous clients, or any other entity that may have done business with the proposer;  
   d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;  
   e) Physical inspection of the proposer’s offices, branches or other places where business transpires, with or without notice to the proposer;  
   f) Other means that UNRWA may deem appropriate, at any stage within the selection process, prior to awarding the contract. |
| 38. Clarification of proposals | UNRWA may request clarification or further information in writing from the proposers at any time during the evaluation process.  
UNRWA may use such information in interpreting and evaluating the relevant proposal but is under no obligation to take it into account.  
Any unsolicited clarification submitted by a proposer in respect to its proposal which is not a response to a request by UNRWA, shall not be considered during the review and evaluation of the proposals. |
| 39. Responsiveness of proposal | UNRWA’s determination of a proposal’s responsiveness is to be based on the contents of the proposal itself. A substantially responsive proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:  
   a) affects in any substantial way the scope, quality, or performance of the services specified in the contract; or  
   b) limits in any substantial way, inconsistent with the solicitation documents, UNRWA’s rights or the proposer’s obligations under the contract; or  
   c) if rectified would unfairly affect the competitive position of other proposers presenting substantially responsive proposals.  
If a proposal is not substantially responsive, it shall be rejected by UNRWA and may not subsequently be made responsive by the proposer by correction of the material deviation, reservation, or omission. |
| 40. Nonconformities, reparable errors and omission | Provided that a proposal is substantially responsive, UNRWA may waive any nonconformities or omissions in the proposal that, in the opinion of UNRWA, do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other proposers.  
Provided that a proposal is substantially responsive UNRWA may request the proposer to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the proposer to comply with the request may result in the rejection of its proposal.  
For financial proposals that have been opened, UNRWA shall check and correct arithmetical errors as follows:  
   a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNRWA there is an obvious misplacement of the decimal point in the unit price; in which case, |
| UNRWA | the line item total as quoted shall govern and the unit price shall be corrected; |
| b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and |
| c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. |
| If the proposer does not accept the correction of errors, its proposal shall be rejected and its proposal security may be forfeited. |

### 41. Right to accept any proposal and to reject any or all proposals

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

### AWARD OF CONTRACT

### 42. Award criteria

Prior to expiration of the proposal validity, UNRWA shall award the Contract to the qualified proposer based on the award criteria indicated in Section 3: Data Sheet.

### 43. Right to vary requirement at time of award

At the time the Contract is awarded, UNRWA reserves the right to increase or decrease the quantity of services originally specified in Section 5: Terms of Reference and without any change in the unit prices or other terms and conditions of the proposal and the solicitation document.

### 44. Notification of award

UNRWA will notify the successful proposer in writing by email or post, that its proposal has been accepted.

### 45. Debriefing

In the event that a proposer is unsuccessful, the proposer may request a debriefing from UNRWA. The purpose of the debriefing is to discuss the strengths and weaknesses of the proposer’s submission, in order to assist the proposer in improving its future proposals for UNRWA procurement opportunities. The content of other proposals and how they compare to the proposer’s submission shall not be discussed.

### 46. Publication of contract award

UNRWA may publish the contract award on United Nations Global Marketplace, with the RFP Reference number, the information of the awarded proposer’s company name, and contract amount or LTA.

### 47. Performance security

The successful Proposer, if so specified in Section 3: Data Sheet shall furnish a Performance Security in the amount and form specified therein, within the specified number of days after receipt of the Contract from UNRWA. Banks issuing performance securities must be acceptable to UNRWA, i.e. banks certified by the central bank of the country to operate as a commercial bank. UNRWA shall promptly discharge the proposal securities of the unsuccessful proposers pursuant to Article 17 (Proposal security).

Failure of the successful proposer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the proposal security. In that event UNRWA may award the contract to the next lowest ranked proposer.

### 48. Bank guarantee for advance payment

Except when the interests of UNRWA so require, it is UNRWA’s standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the proposer shall submit a Bank Guarantee in the full amount of the advance payment. Banks issuing bank guarantees must be acceptable to the UNRWA, i.e. banks certified by the central bank of the country to operate as a commercial bank.

### 49. Liquidated Damages

If specified in Section 3: Data Sheet, UNRWA shall apply Liquidated Damages for the damages and/or risks caused to UNRWA resulting from the Contractor’s delays or breach of its obligations as per the Contract. The payment or deduction of such liquidated damages shall not relieve the Contractor from any of its other obligations or liabilities pursuant to any current contract or purchase order.
50. Proposal protest

Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint. The bidder may as a first step protest directly to the relevant Awarding Authority within ten working days of receipt of the notification that the bidder has not been awarded a contract (or publication of award). The Awarding Authority will review the protest and provide a reply to the bidder. The bidder may forego this step and protest directly to the Chief, Central Support Services Division of UNRWA.
The following specific data shall complement, supplement or amend the provisions in Section 2: Instructions to Proposers. In case there is a conflict, the provisions herein shall prevail over those in Section 2: Instructions to Proposers.

<table>
<thead>
<tr>
<th>Ref. Article in Section 2</th>
<th>Specific Instructions / Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Scope</td>
<td>The reference number of this Request for Proposal (RFP) is RFP/UNRWA/CSSD/DM/001/2022. The services include the Consultation Services to UNRWA Evaluation Division as further described in Section 5 of this RFP.</td>
</tr>
<tr>
<td>4. Eligible proposers</td>
<td>Proposers from all countries/territories are eligible to participate in this proposal process.</td>
</tr>
<tr>
<td>7. Clarification of solicitation documents</td>
<td>Contact details for clarification of solicitation documents: E-mail address: <a href="mailto:tender.queries@unrwa.org">tender.queries@unrwa.org</a>. Clarifications are only accepted either via e-mail to <a href="mailto:tender.queries@unrwa.org">tender.queries@unrwa.org</a>, (please insure to include the Request for Proposal Reference Number (RFP/UNRWA/CSSD/DM/001/2022) in the Subject). or via In-tend “correspondences” functionality -if electronically tendered via In-tend, bearing the same tender number. ATTENTION: PROPOSALS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR PROPOSAL SUBMISSION AS SET OUT BELOW (see Data Sheet Article 26). FAILING TO DO SO MAY LEAD TO DISQUALIFICATION OF THE PROPOSAL.</td>
</tr>
<tr>
<td>10. Language</td>
<td>All proposals, information, documents and correspondence exchanged between and the proposers in relation to this solicitation process shall be in English.</td>
</tr>
<tr>
<td>15. Duties and taxes</td>
<td>All prices shall: Be exclusive of VAT and other applicable indirect taxes.</td>
</tr>
<tr>
<td>16. Proposal validity period</td>
<td>120 days</td>
</tr>
<tr>
<td>17. Proposal security</td>
<td>Not Required.</td>
</tr>
<tr>
<td>20. Alternative proposals</td>
<td>Shall not be considered.</td>
</tr>
<tr>
<td>21. Pre-proposal conference</td>
<td>Will not be conducted</td>
</tr>
<tr>
<td>22. Site inspection</td>
<td>A site inspection will not be held.</td>
</tr>
</tbody>
</table>
26. Instructions for proposal submission

Allowable manner of submitting proposals:

☒ E-tendering (In-Tend)

The Proposals shall be submitted via the UNRWA e-tendering system (In-Tend) which can be accessed through the United Nations Global Marketplace. This RFP document contains general guidance on how to register with UNGM and make a submission. The UNGM website also contains a help section with further guidance. 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.

**ATTENTION:** Proposals which do not comply with these requirements may be rejected!

27. Deadline for proposal submission

Date: 02 February 2022
Time: 13:00 HRS (1:00 PM)
Time zone: Amman Time

36. Evaluation of technical and financial proposals

Evaluation will be based on:

☒ Combined scoring method using a distribution of 70%-30% Technical proposal - financial proposal

The maximum number of technical points is detailed in Section 4: Evaluation Criteria

To be substantially compliant, Proposers must obtain a minimum threshold of 70% of maximum points.

Contract award to one or more proposer

UNRWA may award a contract to:

One Bidder Only

Expected date for commencement of contract

13 March 2022

47. Performance Security

Required in the amount of [not less than 10% of the contract price]

The performance security shall be submitted within 14 days after receipt of the contract.

The performance security will be in the same currency as stipulated in Article 14 (Currencies).

The Performance Security shall be in the form of a Bank Guarantee as set out in Section 6.

48. Advance payment

Not Allowed

If allowed Bank Guarantee Required

49. Liquidated damages

Will not be imposed
Consultation Services to UNRWA Evaluation Division

A. Background

1. The UNRWA Evaluation Division provides functional leadership and oversight over UNRWA’s evaluation system which consists of a central evaluation function in the Department of Internal Oversight Services (DIOS) and decentralized evaluation functions in Headquarters’ Departments and across the Agency’s five field offices in Gaza, Jordan, Lebanon, Syria and the West Bank.

2. UNRWA Evaluation activities are guided by a governance framework including UNRWA Organization Directive (OD) 14 and a 2016 Evaluation Policy. The 2016 Policy sets out a broad framework for central and decentralized evaluation management and is supplemented by a technical manual for evaluation managers with process guidance, tools and templates entitled Standards and Procedures for Quality Assurance in Evaluations. This governance framework, technical guidance and tools are guided by the norms and standards for evaluation in the UN system provided by the United Nations Evaluation Group (UNEG).

3. The Agency’s central evaluation function within the DIOS manages evaluations of UNRWA strategies, programmes and thematic areas of work and conducts them utilizing DIOS staff resources or commissioning them to firms or individual consultants. Decentralized evaluations generally focus on project activities, are most often donor requested, and are commissioned and managed by a field office or headquarter unit officer who may have limited to no experience in evaluation. For both central and decentralized evaluation activities, the DIOS Evaluation Division is responsible for the quality assurance of key evaluation products including the terms of reference and evaluation reporting.

B. Objectives

4. The UNRWA Evaluation Division is seeking to engage an evaluation consulting firm to lead in the completion of the following four tasks:
   i. Revise the Agency’s procedural, technical and quality assurance manual for evaluation managers.
   ii. Support a decentralized evaluation project team in the development and review of a draft Terms of Reference (TOR) and Request for Proposal, supporting the team in the use of evaluation management guidance through the evaluation reporting phase.
   iii. Develop presentation and training materials and take part in workshops to familiarize staff with the new manual.
   iv. Complete a planning phase for an evaluation related to the work of the Agency’s Relief and Social Services (RSS) Division, completing desk research and key stakeholder interviews to develop a TOR for an evaluation.

5. The vendor will be supervised by the UNRWA Chief of Evaluation and is expected to provide full-time support to the Division starting about 13 March 2022 to 31 December 2022, providing about 210 working days over the 10-month period to complete the defined deliverables. Most work will be completed on a remote basis however UNRWA would like the lead consultant to complete two one-week missions to Amman, Jordan if travel is possible.

C. Duties and Responsibilities of the Consulting Company

Task 1: Revise the UNRWA Standards and Procedures for Quality Assurance in Evaluation (the evaluation manual)

6. A key task of this consultancy will be to manage and complete a comprehensive revision to the UNRWA Standards and Procedures for Quality Assurance in Evaluation1 (the manual).

7. The revised manual will supersede the 2016 version and it should complement revisions planned to the 2016 Evaluation Policy expected to be finalized by DIOS in the second quarter of 2022.

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1 QA Procedures are available at: https://www.unrwa.org/sites/default/files/3_standards_and_procedures_for_quality_assurance_in_evaluation_august_2016_version.pdf
8. Primary audiences for the manual include UNRWA staff within the DIOS Evaluation Division, staff from departments or fields who manage decentralized evaluations, and independent consultants who are conducting evaluations of the work of UNRWA.

9. The manual should be designed to provide a user-friendly, practical resource to evaluation stakeholders to support good evaluation practice. The manual should help ensure users:

- Understand the purposes of evaluation and adequately utilize evaluation as part of the Agency’s results-based management processes;
- Are equipped to plan for and manage evaluations;
- Are able to judge the quality of evaluation methods and reports;
- Actively disseminate evaluation findings to support learning and use for future interventions; and,
- Are able to manage recommendation follow-up, monitoring, verifying and reporting on implementation.

10. It may be useful for the material to be provided in two separate manuals, creating one for staff and consultants engaged in central evaluation management, and one for staff and consultants involved in decentralized evaluations. Defining the manual’s final format should be part of the development process.

11. In revising the manual, the vendor is expected to manage the review processes and use a participatory approach with the primary internal audiences (Evaluation Division staff and headquarters and field focal points / decentralized evaluation managers) to ensure that the new materials and tools are contextually relevant and needs-based, considering the Agency’s evaluation types (central and decentralized evaluations), the procedures and process requirements for each, and the technical needs of staff.

12. The manual should also be tailored to the Agency’s programmatic and operational contexts. Material should promote good practice and align with UNEG norms and standards, and Organisation for Economic Cooperation and Development / Development Assistance Committee (OECD-DAC) criteria. The manuals should include relevant technical guidance for evaluation of humanitarian activities, utilizing the ALNAP guide for Evaluation of Humanitarian Action. Guidance should help users understand and integrate dimensions of professional and research ethics, disability inclusion, gender (UN-SWAP compliant), human rights and environmental sustainability throughout evaluation practices and activities.

13. The vendor should seek inspiration from evaluation manuals of international evaluation bodies and UN system agencies. Guidance notes and tools published by UNEG, OECD-DAC and ALNAP should be referenced when relevant.

**Expected content:**

14. The manual should provide technical and procedural guidance to DIOS evaluators, decentralized evaluation managers (programme/project officers) and external consultants through evaluation planning, budgeting, implementation, reporting and follow-up phases. Content should include:

- **Overall context for evaluation in UNRWA** – introduction on why evaluation is important and the general principles of good practice. It should elaborate on the types, timing and requirements for evaluations within UNRWA, including the roles and responsibilities of all parties involved.
- **Evaluation planning and budgeting** – guidance to support staff in developing work plans, budgets and timelines for evaluation management. For example, instructions should help UNRWA project officers in understanding the time, budget and resource requirements needed for decentralized evaluations and developing appropriate provisions and budgets for evaluation in project agreements.
- **Evaluation design and resourcing external consultants** – instructions should support staff in developing theory-based evaluation designs and TORs, elaborating relevant evaluation questions, and developing and implementing a resourcing plan, which could entail a procurement exercise and Request for Proposal, or recruiting an individual service provider through support of a human resources unit.
- **Evaluation implementation and quality assurance** – instructions should support staff in managing and conducting evaluations, establishing and facilitating evaluation reference groups, supporting data collection and beneficiary consent processes, and quality assuring key products including the inception and evaluation reports.
- **Evaluation reporting** – instructions should inform staff on processes related to the preparation of the management response, and support users in planning and implementing on communication strategies to ensure evaluation results are presented to key stakeholder groups and used within the organization to improve programming.
UNRWA

- Recommendation follow-up and reporting – manual should elaborate on roles and responsibilities for monitoring and reporting on the implementation of recommendations.
- Accompanying guidance notes, tools and templates – the guide should be complemented with key thematic notes, quality checklists and templates. Review and revise the current repository of UNRWA evaluation guides and templates to ensure alignment to UNEG norms and standards and guidance notes. For example, thematic notes to support ethical standards in data collection including beneficiary consent and data protection should be revised.

Task 2: Provide technical assistance and guidance to a decentralised evaluation team

15. To further the vendor’s understanding of organisational context and user needs, the lead consultant will be asked to support one decentralized evaluation project team in the development and review of a draft Terms of Reference (TOR) and Request for Proposal, in addition to supporting the team in the use of UNRWA’s evaluation guidance and tools through the evaluation reporting phase.

Task 3: Elaborate training materials and conduct trainings with Agency staff on new aforementioned instructions

16. The vendor will be expected to participate in a quarterly meeting with UNRWA headquarter and field evaluation focal points to share updates on the revisions. Further, once the new manual is finalized, the vendor will be expected to develop materials and facilitate a two-day workshop with these focal points in Amman.

Task 4: Planning phase for an evaluation on work of the Relief and Social Services Programme

17. Developing a TOR for an evaluation of the work of the Agency’s Relief and Social Services Programme (RSSP).

18. Completion of the planning phase and TOR for the evaluation by December 2022, completing desk research and key stakeholder interviews to inform a scope and objectives, key questions and a methodological approach (evaluation design matrix) for a theory-based and utilization focused evaluation of the programme. The DIOS plans to finalize an evaluation of work of the RSSP as part of the DIOS work plan in 2023.

Background:

19. The UNRWA Relief and Social Services (RSS) programme provides a range of direct and indirect social protection services, and its work is designed to support three main goals:

- **Provision of social safety net assistance, on a quarterly basis, to the most impoverished Palestine refugees.** Of the over 5.7 million Palestine refugees registered with UNRWA, it is estimated that 1.2 million live in absolute poverty, and 700,000 in abject poverty, unable to meet their most basic food needs. As of the beginning of 2020, approximately 156,000 people received cash-based transfers and 98,000 received food assistance as per the social safety net assistance under the programme budget funded Social Safety Net programme (SSNP), which provides basic food commodities along with modest supplemental cash assistance.

- **Update and preservation of Palestine refugees’ records.** More than 17 million documents, including birth certificates, property deeds and registration documents, some of them dating back to pre-1948 Palestine, have been scanned and preserved. An Agency-wide Refugee Registration Information System helps determine Palestine refugees’ eligibility for UNRWA services and allows them to submit important amendments and changes to their records.

- **Empowering the Palestine refugees who fall under UNRWA’s mandate.** Our programme partners with community-based organizations to promote the development and self-reliance of marginalized groups, including women, children, youth, elderly people and persons with disabilities.

20. UNRWA has undertaken a reform of the RSSP, with aims to ensure that the Palestine refugees’ wellbeing is considered holistically, and that their psychosocial resilience and social inclusion are fostered. These aims are considered essential as challenges related to security and safety, economic and social distress, conflict, legal status, and rights continue to impact the daily lives of Palestine refugees.

21. In 2017 a consultative process led to an agreement to streamline RSSP functions against more efficient approaches. The new structure of the field RSSP included the introduction of new roles (e.g., Field Social Service Officers, Disability and Gender Mainstreaming Officer, Area Social Work Supervisor, Social Worker, etc.), and the distinction between the professional roles of UNRWA social workers and relief workers (assess poverty and support determination of eligibility for cash/food transfers).

22. Further, development of a professional and standardized approach to social work has aimed to strengthen the knowledge and skills of the RSS social workforce to provide safe and meaningful social case work planning and interventions, and services to address multi-dimensional poverty, social exclusion, and insecurity. In each UNRWA
field office, the SWs and their supervisors have received professional training, followed by coaching and mentoring (which is still ongoing) to strengthen and build capacity.

23. Completion of comprehensive desk research of the RSSP and complete interviews with key internal and external stakeholders to develop an evaluation TOR is expected. The TOR will be expected to adhere to the UNEG quality checklist for evaluation TOR and inception reports,2 and include a Theory of Change (TOC) expressing the basic logic behind the interventions within scope. The TOC should support understanding on the key elements that should be evaluated and provide a starting point for the evaluation questions.

D. Expected deliverables and estimations on timing

24. The vendor / lead consultant(s) is expected to support the tasks on a full-time basis starting about 13 March 2022 and ending 30 December 2022, providing approximately 210 working days to complete required assignments. The work will be completed remotely, however travel to Amman to support the planning phase and the training activity is requested. The Agency will facilitate travel and provide for local security arrangements, as provided for UNRWA staff members, however travel costs should be covered within the agreement and consultancy contract. Outputs expected include:

Task one and three (mid-March to August 2022):
- Stakeholder consultations and desk review of UNRWA Standards and Procedures for Quality Assurance in Evaluations, structured document review of relevant professional guidance, including UNEG guidance.
- Draft outline for revisions for Evaluation Division and Advisory Committee on Internal Oversight (ACIO) review and approval.
- Guidance and templates drafts for review by Evaluation Division.
- Finalized procedures including templates and checklists formatted and ready for publishing.
- Presentation and training materials related to the above outputs.
- Facilitation of two-day workshop related to above outputs.

Task two (throughout consultancy period):
- Using good practice and considering the Agency’s current quality assurance manual, tools and templates, support one decentralized evaluation project team, providing technical support, review and comment to the evaluation TOR, tender approach, inception and draft report.

Task four (no later than September to December 2022):
- Stakeholder consultations including an introductory meeting with the UNRWA RSS Programme, interviews with field staff including field Directors and RSSP staff, interviews with relevant headquarter units including the departments of Planning, Education and Health, the Executive Office and Protection Division, and external stakeholders including representatives of host authorities and donors, and RSSP partners.
- Structured desk review related to RSSP and its reforms.
- Virtual workshop to gather feedback from key stakeholders on draft TOC.
- TOR drafts (two to three iterations) for review by Evaluation Division and RSSP.
- Finalized TOR ready to support resource mobilization efforts.

E. Required skills and experience

25. The vendor and lead consultant(s) should have at least seven years of relevant work experience and provide a balance of expertise and practical knowledge in the following areas:
- Experience in the management and conduct of evaluations of strategies, programmes and/or projects of development, humanitarian and/or emergency assistance within the UN system or for international multi-lateral organisations;
- A depth of knowledge on UNEG norms, standards and guidance for evaluation, including guidance concerning expected professional and ethical standards and codes of conduct;

2 http://www.uneval.org/document/detail/608
Experience in the development of evaluation guidance and tools to support good practice;
▪ Experience in participating in centralised and/or decentralized evaluation teams, and in quality assuring evaluation products applying international professional standards for evaluation TORs, inception and draft evaluation reports;
▪ Expertise in mainstreaming gender, human rights, and disability inclusion dimensions in evaluation practices;
▪ Experience in supporting capacity building in evaluation, including experience in developing and providing technical support and training in evaluation practices and methods;
▪ Strong analytical and communications skills;
▪ Written and spoken proficiency in English is required.

**Application process**

26. The Evaluation Division is seeking support through a vendor with expertise in conducting evaluations and quality assuring work of evaluation offices. The tasks could be supported through more than one individual, however, one lead consultant will be expected to be a primary point of contact for tasks one through three, and a different lead consultant could implement on task four. In assessing applications involving more than one consultant, the Evaluation Division will consider the experience of both lead consultants, averaging their years of experience to create a score.

27. Interested vendors must submit a cover letter of no more than nine pages, and supporting documents to demonstrate the following:
▪ Proof of registration or accreditation in the form of an incorporation certificate, trading licence, etc, to prove that the vendor is accredited or legally registered to provide consulting services.
▪ Cover letter that should provide an overview on the expertise of the vendor and how their skills and experience align to the responsibilities required for the TOR. The vendor should indicate years of relevant experience and provide a list of relevant evaluation projects.
▪ In the letter, the vendor should also elaborate on the proposed lead consultant for tasks one through three, and the consultant for task four if different. The consultant(s)’ years of experience and projects related to each task should be listed, indicating the consultant’s role, the client and the year the work was done.
▪ The experiences of the consultant(s) relative to the mainstreaming of gender, human rights, and disability inclusion dimensions in evaluation methods should be elaborated, highlighting approaches used.
▪ The response package should include a work plan, indicating expected outputs of each consultant, estimates on the number of days contributed by each consultant.
▪ Curriculum Vitae of the lead consultant(s).
▪ At least three references / recommendation letters that reflect relevant evaluation services provided by the vendor and involving the lead consultant(s).
▪ A statement that outlines the vendor’s commitment to the UN Sustainable Procurement Framework.
▪ A declaration form confirming that the vendor and proposed lead consultant(s) have read, understood, and agreed to apply the provisions indicated in the TOR.
▪ An expression that the proposed lead consultant(s) are available during the assignment period and willing to work on a Sunday to Thursday schedule from 9am to 5pm (Amman time).
▪ A signed declaration form confirming that the vendor and the proposed lead consultant(s) and supporting team (if any) have not been involved in the design or management of UNRWA programmes.
### Phase 1: Mandatory Requirements

<table>
<thead>
<tr>
<th>Document / information needed</th>
<th>Examples of required supporting documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Corporate status of vendor: The vendor must prove that it is accredited or legally registered to provide consulting services</td>
<td>Proof of registration or accreditation in the form of incorporation certificate, trading licenses, etc.</td>
</tr>
<tr>
<td>2. <strong>Vendor experience:</strong> The vendor has at least 7 years of professional experience in evaluation of strategies, programmes and/or projects of development, humanitarian and/or multi-sectoral emergency assistance;</td>
<td>Vendor must provide a list of relevant projects handled, reference letters, contract, sample reports over years</td>
</tr>
<tr>
<td>3. Proposed Consultant (Evaluator) Experience: The Vendor shall designate a Lead Consultant with at least 7 years of professional experience in evaluation, with expertise in: - management and conduct of evaluations of strategies, programmes and/or projects of development, humanitarian and/or multi-sectoral emergency assistance; - application of profession evaluation norms and standards, including UNEG guidance; - facilitation of workshops and training on evaluation practices.</td>
<td>CV of the Lead Consultant listing relevant work / projects that demonstrate at least seven years of relevant experience</td>
</tr>
<tr>
<td>4. Reference Letters: The Vendor shall submit at least 3 reference / recommendation letters that reflect relevant evaluation or research services that has been conducted by the proposed Lead Consultant</td>
<td>3 Reference Letters / Recommendation letters shall be submitted with the proposal</td>
</tr>
<tr>
<td>5. <strong>Acceptance of the TOR:</strong> The vendor must confirm to have read, understood and therefore agrees to apply the provisions indicated in the ToR</td>
<td>Completed and signed Technical Proposal Submission (Form C)</td>
</tr>
<tr>
<td>6. Location: The Vendor must indicate availability of project implementation capacity and availability (remotely or in person) of the proposed Consultant for approx. 210 days from March until December 2022, Sunday thru Thursday, between 0800 – 1700 Amman Time irrespective of the time zone of their location,</td>
<td>Signed Confirmation letter (Form F)</td>
</tr>
<tr>
<td>7. <strong>Confirmation of Non-Conflict of Interest:</strong> The vendor must confirm that neither the company, nor the proposed Lead Consultant, or the supporting team in any, have been involved in the design or management of UNRWA programmes.</td>
<td>The vendor must provide the signed declaration form confirming that they do not have a conflict of interest. (Form G)</td>
</tr>
<tr>
<td>8. Oral and written communication skills in English: The vendor must demonstrate that the Lead Consultant has fluent oral and written communication skills in English,</td>
<td>CV of the proposed Lead Consultant</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

### Criteria

<table>
<thead>
<tr>
<th>1. Corporate Experience</th>
<th>Examples of required supporting documents</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.1 Number of years of experience of the vendor in the evaluations of development, humanitarian and/or emergency assistance within the UN system or for an international multilateral organization.</strong></td>
<td>List of relevant work / projects reflecting duration of evaluation experience.</td>
</tr>
<tr>
<td><strong>Maximum score will be given to vendor with more than 10 years’ experience in the evaluations of development, humanitarian and/or emergency assistance within the UN system or for an international multilateral organization.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>1.2 Number of evaluation projects managed and executed by the vendor for similar or related services</strong></td>
<td>List of relevant evaluations, client, and short description.</td>
</tr>
<tr>
<td><strong>Maximum score will be given for more than 5 relevant reviews</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Experience of the Proposed Lead Consultant</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2.1 Number of managed / conducted evaluation projects. The consultant(s) experience in managing projects of relevance to the tasks and in the management of evaluations of development, humanitarian and/or emergency assistance within the UN system or for an international multilateral organization.</strong></td>
<td>List of relevant activities, client, and short description. If more than one lead consultant is proposed by the vendor, then a list of projects for each consultant is required and an average score will be calculated.</td>
</tr>
<tr>
<td><strong>Maximum score will be given to 7 or more relevant projects</strong></td>
<td></td>
</tr>
<tr>
<td><strong>2.2 Proposed lead consultant(s)’ experience in mainstreaming gender, human rights, and disability inclusion dimensions in evaluation methods.</strong></td>
<td>Statement outlining consultant(s)’ work and approaches in mainstreaming gender, human rights, and disability inclusion dimensions in evaluation, providing concrete examples.</td>
</tr>
<tr>
<td><strong>Maximum score will be given to proposals that demonstrate excellent understanding and use of innovative approaches in mainstreaming gender, human rights, and disability inclusion dimensions in evaluation</strong></td>
<td></td>
</tr>
<tr>
<td><strong>2.3 Proposed lead consultant (tasks one through three) experience in providing evaluation guidance and applying quality assurance standards and checklists.</strong></td>
<td>Statement outlining experience in the application of quality assurance practices.</td>
</tr>
<tr>
<td><strong>Maximum score will be given to the consultant whose examples demonstrate significant experience in the application of quality assurance processes.</strong></td>
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| 2.4 Proposed lead consultant (tasks one through three) experience in facilitating workshops and delivering trainings on evaluation best practices. | List of relevant activities, client, and short description.  
*Maximum score will be given to the consultant who can demonstrate more than 5 relevant activities.* |

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<th>3. Commitment to Sustainability</th>
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| 3.1 Vendor’s commitment to sustainability including the following aspects that have been identified in the UN Sustainable Procurement Framework: | Formal statement that outlines Vendor’s commitment to sustainability, where possible providing evidence of tangible results that demonstrate progress.  
*Maximum score will be given to the vendor whose formal statement covers its commitment to the three UN Sustainable Procurement Framework; Environment, Social and Economic.* |
| • Environmental: prevention of pollution, sustainable resources; climate change and mitigation and the protection of the environment, biodiversity. |  |
| • Social: human rights and labour issues, gender equality, sustainable consumption, and social health and wellbeing. |  |
| • Economic: whole life cycle costing, local communities and small or medium enterprises, and supply chain sustainability. |  |

**Notes:**

a) Failure to comply with the minimum mandatory score of 70% will lead to the disqualification of the proposal (i.e. 70 points out of 100)
6.1 General Conditions of Contract

In the event of a Contract, it will be subject to UNRWA’s General Conditions of Contract (GCC) which are available on the UNRWA website (See next page for details of UNRWA GCC)
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-à-vis UNRWA, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. ASSIGNMENT; SUBCONTRACTING:

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

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

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

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

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

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

6. INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

7. INSURANCE AND LIABILITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.8 The Contractor acknowledges and agrees that neither the Contractor 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 be 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 therein, 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...
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 by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient independently of any disclosures hereunder.

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

13. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS.

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

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

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

14. TERMINATION:

14.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) 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) days' advance written notice to the
15.1.3 terminate the Contract in accordance with Article 14.1,

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

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

15.3 The failure by either Party to exercise any right available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute 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 to the contrary. The place of arbitration shall be Amman, Jordan. The language to be used in the arbitral proceedings shall be English. The arbitrators must be fluent in that language. The arbitral tribunal shall be empowered to take any measures it deems appropriate, including without limitation, ordering the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, ordering the termination of the Contract, or ordering that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to the PCA Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

19. TAX EXEMPTION:

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

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

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

21. MODIFICATIONS:

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

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

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

22. AUDITS AND INVESTIGATIONS:

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

22.2 The Contractor acknowledges and agrees that, from time to time, UNRWA may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract. 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 must be commenced within three years after the cause of action has accrued.

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

24.1 The Contractor represents and warrants that:

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

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

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

24.1.4 It shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging 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 bank’s guarantee from a bank acceptable to UNRWA in the form, amount and manner prescribed by UNRWA.

26. NOTICE AND OTHER FORMALITIES:

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

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

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

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

CONTRACT NO. XXXXXXXXXXXXXXXXXXXX

BETWEEN

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

AND

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

FOR

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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

WHEREAS UNRWA wishes to engage the Contractor to Consultancy services for proposed 3 MW solar photovoltaic (PV) power plant for UNRWA Jordan Field Office (JFO) (the “Services”) in accordance with the terms and conditions set forth in this Contract (as defined below);

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

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

ARTICLE 1

CONTRACT DOCUMENTS

1.1 This document, together with the Annexes hereto and referred to below, all of which are incorporated herein and made part hereof, constitute the entire contract between the Parties for the purchase of Consultancy services for proposed 3 MW solar photovoltaic (PV) power plant for UNRWA Jordan Field Office (JFO) (the “Contract” or this “Contract”):

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

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

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

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

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

ARTICLE 2
EFFECTIVE DATE; TERM OF CONTRACT

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

2.2 This Contract shall remain in effect for a period of one (01) year from the Effective Date, unless earlier terminated in accordance with the terms of this Contract (the “Initial Term”). UNRWA may, at its sole option, extend the Initial Term of this Contract, under the same terms and conditions as set forth in this Contract, for a maximum of four (4) additional period of one (1) year (the “Extended Term”). UNRWA shall provide a written notice of its intention to do so at least thirty (30) days prior to the expiration of the then Term.

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

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

Representations and Warranties

3.1 The Contractor represents and warrants that:

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

3.1.2 it has all necessary power and authority to execute and perform this Contract;
3.1.3 The execution and performance of this Contract will not cause it to violate or breach any provision in its charter, certificate of incorporation, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument;

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

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

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

Responsibilities of the Contractor

3.2 The Contractor shall provide to UNRWA the Consultancy services for proposed 3 MW solar photovoltaic (PV) power plant for UNRWA Jordan Field Office (JFO), 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 Jordan, including, without limitation, laws, ordinance, rules and regulations associated with the payment of the employer’s portions of income tax, insurance, social security, or health insurance, worker’s compensation, retirement funds, severance or other similar payments.

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

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

Personnel

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

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

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

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

ARTICLE 4
PURCHASE ORDERS

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

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

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

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

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

ARTICLE 5
PRICE; PAYMENT

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

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

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

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

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

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

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

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

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

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

ARTICLE 6
REVIEW; IMPROPER PERFORMANCE

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

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

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

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

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

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

ARTICLE 7
LICENSES, PERMITS, AND OTHER AUTHORIZATIONS

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

ARTICLE 8
DESIGNATION OF THE PARTIES’ CONTRACT MANAGERS

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

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

XXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXX
Mob. XXXXXXXXXXXXXXXX
E-mail: XXXXXXXXXXXXX

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

XXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXX
Mob. XXXXXXXXXXXXXXXX
E-mail: XXXXXXXXXXXXX

ARTICLE 9
NOTICES

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

If to the Contractor
XXXXXXXXXXXXXXX
XXXXXXXXXXXXXXX
XXXXXXXXXXXXX

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

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

ARTICLE 10
MISCELLANEOUS

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

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

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

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

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

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

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

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

Witness

Witness
6.4 Performance Security

Performance Security must be issued using the official letterhead of the Issuing Bank.

Except for indicated fields, no changes may be made on this template.

Beneficiary: Insert contact information for procuring organisation as provided in Section 3: Data Sheet.
RFP Reference: Click or tap here to enter text.

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

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

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

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

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE SUPPLIER
Signature: ______________________________________________________________
Name: _______________________________________________________________
Title: _______________________________________________________________
Date: _______________________________________________________________

SIGNATURE AND SEAL OF THE GUARANTOR BANK
Signature: ______________________________________________________________
Name: _______________________________________________________________
Title: _______________________________________________________________
Date: _______________________________________________________________
Name of Bank _________________________________________________________
Address _______________________________________________________________

[Stamp with official stamp of the Bank]
SECTION 7: PROPOSAL FORMS

Form A: Acknowledgement letter
Form B: Checklist
Form C: Technical Proposal Submission
Form D: Proposer Information
Form E: Joint Venture/Consortium/Association Information
Form F: Project Implementation Plan
Form G: Absence of conflict of interest
Form H: Financial Proposal Submission
FORM A: ACKNOWLEDGEMENT LETTER

Please acknowledge receipt of this RFP by completing this form and returning it by email to the address, and by the date specified, in the Letter of Invitation.

To: Insert name of contact person  Email: Click or tap here to enter text.
From: Insert name of contact person
Subject: RFP reference  Click or tap here to enter text.

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

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

<table>
<thead>
<tr>
<th>Check applicable</th>
<th>Description</th>
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<tbody>
<tr>
<td>☐</td>
<td>The requested services are not within our range of supply</td>
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<tr>
<td>☐</td>
<td>We are unable to submit a competitive proposal for the requested services at the moment</td>
</tr>
<tr>
<td>☐</td>
<td>The requested services are not available at the moment</td>
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<tr>
<td>☐</td>
<td>We cannot meet the requested terms of reference</td>
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<td>☐</td>
<td>The information provided for proposal purposes is insufficient</td>
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<td>☐</td>
<td>Your RFP is too complicated</td>
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<td>☐</td>
<td>Insufficient time is allowed to prepare a proposal</td>
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<td>☐</td>
<td>We cannot meet the delivery requirements</td>
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<tr>
<td>☐</td>
<td>We cannot adhere to your terms and conditions e.g. payment terms, request for performance security, etc.. Please provide details below.</td>
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<tr>
<td>☐</td>
<td>Sustainability criteria/requirements are too stringent (if applicable)</td>
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<td>We do not export</td>
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<td>We do not sell to the UN</td>
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<td>☐</td>
<td>Your requirement is too small</td>
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<td>☐</td>
<td>Our capacity is currently full</td>
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<td>☐</td>
<td>We are closed during the holiday season</td>
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<td>☐</td>
<td>We had to give priority to other clients’ requests</td>
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<tr>
<td>☐</td>
<td>The person handling proposals is away from the office</td>
</tr>
<tr>
<td>☐</td>
<td>Other (please provide reasons below):</td>
</tr>
</tbody>
</table>

Further information: Click or tap here to enter text.

| ☐ | We would like to receive future RFPs for this type of services |
| ☐ | We don’t want to receive RFPs for this type of services |

Questions to the Supplier concerning the reasons for no proposal should be addressed to  Click or tap here to enter text. phone Click or tap here to enter number,  email Click or tap here to enter text.
FORM B: CHECKLIST

This form serves as a checklist for preparation of your Proposal. Please complete the returnable Proposal Forms in accordance with the instructions and return them as part of your Proposal submission: No alteration to the format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the instructions in Section 2: Instructions to Proposers and Section 3: Data Sheet.

This Form does not have to be returned and simply serves as tool for bidders to ensure that they have included all necessary forms.

**Technical Proposal:**

<table>
<thead>
<tr>
<th>Have you duly completed all the Returnable Proposal Forms?</th>
</tr>
</thead>
<tbody>
<tr>
<td>❚ Form C: Technical Proposal Submission</td>
</tr>
<tr>
<td>❚ Form D: Proposer information</td>
</tr>
<tr>
<td>❚ Form E: Joint Venture/Consortium/Association Information</td>
</tr>
<tr>
<td>❚ Form F: Project Implementation Capacity and Availability</td>
</tr>
<tr>
<td>❚ Form G: Absence of conflict of interest</td>
</tr>
</tbody>
</table>

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

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

**Financial Proposal:**

<table>
<thead>
<tr>
<th>Form H: Financial Proposal Submission (Forms H-1, H-2 and H-3)</th>
</tr>
</thead>
</table>
We, the undersigned, offer to supply the services required for Click or tap here to enter text. in accordance with your Request for Proposals No. Click or tap here to enter text. We hereby submit our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Proposer Declaration: on behalf of our firm, its affiliates, subsidiaries and employees, including any JV / Consortium / Association members or subcontractors or suppliers for any part of the contract.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>☐</td>
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<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Name: ____________________________________________________________
<table>
<thead>
<tr>
<th><strong>FORM D: PROPOSER INFORMATION</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RFP Reference</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Legal name of Proposer</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Legal Address, City, Country</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Website</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Year of registration</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Proposer’s Authorized Representative information</strong></td>
<td>Name and Title: Click or tap here to enter text. Telephone numbers: Click or tap here to enter text. Email: Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Legal structure</strong></td>
<td>Choose an item.</td>
</tr>
<tr>
<td><strong>No. of full-time employees</strong></td>
<td>Click or tap here to enter number.</td>
</tr>
<tr>
<td><strong>No. of staff involved in similar contracts</strong></td>
<td>Click or tap here to enter number.</td>
</tr>
<tr>
<td><strong>Are you a UNGM registered vendor?</strong></td>
<td>☐ Yes ☐ No If yes, insert UNGM Vendor Number</td>
</tr>
<tr>
<td><strong>Years of supplying to UN organisations</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Are you an UNRWA vendor?</strong></td>
<td>☐ Yes ☐ No If yes, insert Vendor Number</td>
</tr>
<tr>
<td><strong>Countries of operation</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Subsidiaries in the region (please indicate names of subsidiaries and addresses, if relevant to the proposal)</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Commercial Representatives in the country: Name/Address/Phone (for international companies only)</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Does your Company have a corporate environmental policy or environmental management system/accreditation such as ISO 14001 or ISO 14064 or equivalent? (If yes, provide a Copy of the valid Certificate):</strong></td>
<td>Tick all that apply and provide supporting documentation: ☐ Corporate Environmental Policy ☐ ISO 14001 ☐ ISO 14064 ☐ Other, specify Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Does your organization demonstrate significant commitment to sustainability, including the following aspects that have been identified in the UN Sustainable Procurement Framework?</strong></td>
<td>Attach a formal statement that outlines your organisation’s commitment to sustainability, where possible providing evidence of tangible results that demonstrate progress such as: Tick all that are attached: ☐ Formal statement ☐ Sustainability report ☐ UN Global Compact Communication on Progress ☐ Member of the Women Empowerment Principles network ☐ Other, specify Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Does your company belong to a diverse supplier group including micro, small or</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Question</td>
<td>Response</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>medium sized enterprise, women or youth owned business or other?</td>
<td>(If yes, please provide details and documentation)</td>
</tr>
<tr>
<td>Is your company inclusive of persons with disabilities, i.e. do you hire persons with disabilities, do you have a disability inclusion policy or do you consider accessibility in the design of your products, services or supply chain?</td>
<td>(If yes, please provide details and documentation)</td>
</tr>
<tr>
<td>Is your company a member of the UN Global Compact?</td>
<td>Choose an item.</td>
</tr>
<tr>
<td>Contact person that UNRWA may contact for requests for clarifications during Proposal evaluation</td>
<td>Name and Title: Click or tap here to enter text. Telephone numbers: Click or tap here to enter text. Email: Click or tap here to enter text.</td>
</tr>
</tbody>
</table>
UNRWA

FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

<table>
<thead>
<tr>
<th>Name of Proposer:</th>
<th>Click or tap here to enter text.</th>
<th>Date:</th>
<th>Click or tap to enter a date.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP reference:</td>
<td>Click or tap here to enter text.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

<table>
<thead>
<tr>
<th>No</th>
<th>Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)</th>
<th>Proposed proportion of responsibilities (in %) and type of services to be performed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Click or tap here to enter text.</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>2</td>
<td>Click or tap here to enter text.</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>3</td>
<td>Click or tap here to enter text.</td>
<td>Click or tap here to enter text.</td>
</tr>
</tbody>
</table>

Name of leading partner
(with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture    OR    ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to Click or tap here to enter text for the fulfilment of the provisions of the Contract.

Name of partner: ________________________________  Name of partner: ________________________________

Signature: ________________________________  Signature: ________________________________

Date: ________________________________  Date: ________________________________

Name of partner: ________________________________  Name of partner: ________________________________

Signature: ________________________________  Signature: ________________________________

Date: ________________________________  Date: ________________________________
**FORM F: PROJECT IMPLEMENTATION CAPACITY AND AVAILABILITY**

<table>
<thead>
<tr>
<th>Name of Proposer:</th>
<th>Click or tap here to enter text.</th>
<th>Date:</th>
<th>Click or tap to enter a date.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP reference:</td>
<td>Click or tap here to enter text.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We confirm the availability of project implementation capacity and availability (remotely or in person) of the proposed Lead Consultant/s for approx. 210 days from March until December 2022, Sunday thru Thursday, between 0800 – 1700 Amman Time, irrespective of the time zone of his/her/their location.

<table>
<thead>
<tr>
<th>Name of Company Representative:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td></td>
</tr>
</tbody>
</table>

## FORM G: ABSENCE OF CONFLICT OF INTEREST

<table>
<thead>
<tr>
<th>Name of Proposer:</th>
<th>Click or tap here to enter text.</th>
<th>Date:</th>
<th>Click or tap to enter a date.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP reference:</td>
<td>Click or tap here to enter text.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We hereby confirm that neither the company, nor the proposed Lead Consultant/s, or the supporting team, if any, have been involved in the design or management of UNRWA programmes or have any other engagement that could be perceived as a conflict of interest.

<table>
<thead>
<tr>
<th>Name of Company Representative:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Signature:</th>
</tr>
</thead>
</table>
Guidelines on Submission of Quotations

a) Bidders are requested to complete the Financial Proposal Cover Letter (Form F-1) provided below.

b) Bidders are requested to complete the Financial Mandatory Requirement Form (Form F-2) provided below.

c) Bidders are requested to make sure to submit their price quotations using the price matrix (Form F-3) provided below. Prices must be fixed. No additional costs will be accepted.

d) Please note that the UNRWA is tax exempt. Please do not include VAT or any other taxes as part of your offer.
<table>
<thead>
<tr>
<th>Name of Proposer:</th>
<th>Click or tap here to enter text.</th>
<th>Date:</th>
<th>Click or tap to enter a date.</th>
</tr>
</thead>
</table>

We, the undersigned, offer to provide the services for Evaluation of The UNRWA Emergency Appeals for the Occupied Palestinian Territories and Syria Regional Crisis 2016 – 2021 in accordance with your Request for Proposal No. RFP/UNRWA/CSSD/DM/53/2021 and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and this Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of Click or tap here to enter text.

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.

We understand that you are not bound to accept any Proposal that you receive.

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

[Stamp with official stamp of the Proposer]
FORM H-2: FINANCIAL MANDATORY REQUIREMENTS FORM

Vendors will be evaluated on pass and fail for the criteria below.

1. **Acceptance of the UNRWA General Conditions of Contract for Services (UNGCC), See Section 6.1**
   - I do hereby accept UNRWA General Conditions of Contract for Services
   - I do not accept the United Nations General Conditions of Contract for Services

2. **Acceptance of the Form of Contract, Section 6.2**
   - I do hereby accept the Form of Contract.
   - I do not accept the Form of Contract.

3. **Acceptance to provide the performance Bond if awarded (See Annex F)**
   The successful vendor must provide performance bond in case of award that is equal to 10% of the bidder’s total value of Contract. The performance bond will remain valid throughout the contract period plus 40 days from the date of handover.
   - I do hereby accept to provide the performance bond in case of being awarded.
   - I do not accept to provide the performance bond in case of being awarded.

*Failure in any of the two mandatory requirements may lead to rejection of the Vendors total offer*
# FORM H-3: PRICING MATRIX

<table>
<thead>
<tr>
<th>Tasks one, two and three</th>
<th>Price</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stakeholder consultations and desk review of UNRWA Standards and Procedures for Quality Assurance in Evaluations, structured document review of relevant professional guidance, including UNEG guidance.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Support to decentralized evaluation project team, providing technical support, review and comment to the evaluation TOR, tender approach, inception and draft report.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Draft outline for revisions for Evaluation Division and Advisory Committee on Internal Oversight (ACIO) review and approval.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Guidance and templates drafts for review by Evaluation Division.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finalized procedures including templates and checklists formatted and ready for publishing.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Presentation and training materials related to the above outputs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facilitation of two-day workshop related to above outputs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal: tasks one, two and three</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Task four</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stakeholder consultations including an introductory meeting with the UNRWA RSS Programme, interviews with field staff including field Directors and RSSP staff, interviews with relevant headquarter units including the departments of Planning, Education and Health, the Executive Office and Protection Division, and external stakeholders including representatives of host authorities and donors, and RSSP partners.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured desk review related to RSSP and its reforms.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Virtual workshop to gather feedback from key stakeholders on draft TOC.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOR drafts (two to three iterations) for review by Evaluation Division and RSSP.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finalized TOR ready to support resource mobilization efforts.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal: task four</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** The price of task two shall be embedded within tasks one, two and three as it spans throughout the consultancy period. Include your subtotal prices and the grand total in the yellow highlighted cells.
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.
The values enshrined in the United Nations Charter, respect for fundamental human rights, social justice and human dignity, and the equal rights of men and women are the foundation of the UN Supplier Code of Conduct. Vendors to the United Nations are expected to agree with and promote these values. The Supplier Code of Conduct deals with labour, human rights, environmental awareness, bribery and corruption. It specifically refers to the issues of child labour, health and safety of workers, gifts and hospitality, and working hours of UN staff.

UN Supplier Code of Conduct

Company name *
Country/zone *
Name of authorized official *
Position *
Surname *
How did you hear about UNGM? *
Source *

I have read and accept the UN Supplier Code of Conduct.

Complete your login details and click on the ‘Create login’ button.

Here you are able to close your company’s UNGM account, as well as you contact and address. Please ensure that you enter your address or terms. To ensure that your registration is saved, you must complete the compulsory fields. To complete the account, you need to click on the link at your header, and request the activation. You will be able to complete the registration process. Please note that you will not be able to edit or add any information for your company account.

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.ungan.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.
- History: a log of past activities related to this tender

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

STEP 3: ACCESS THE TENDER AT A LATER STAGE
There is a short-cut to the tender notices. After the login in UNGM, you can select the Menu option ‘My tenders/contracts’ in the left-hand menu. You can also click on the ‘View document’ button next to the notices or click on the UNRWA link under ‘My tenders/contracts’ in order to access the UNRWA e-tendering system and see the details of the tender notice and its documents.

STEP 4: DOWNLOAD THE TENDER DOCUMENTS

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

STEP 5: ATTACH AND SUBMIT DOCUMENTS

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

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

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

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

IMPORTANT: When you have completed all the above steps and are ready to submit your tender return, click the red ‘Submit Return’ at the bottom of this page.

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

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

If you need Help at any stage of the process, you can contact via the ‘Help’ functionality on the UNGM website. We aim to respond to all queries within 48 hours. Please note that you can categorize your query, which enable us to treat it more efficiently.

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