REQUEST FOR PROPOSAL (RFP/UNRWA/CSSD/DM/009/2021)

Date: 7 March 2021

Subject: Request for Proposal No. RFP/UNRWA/CSSD/DM/009/2021 - Provision of Quantitative analysis and comparison between UNRWA’s provident system and pension systems of host countries in UNRWA Fields of operation.

1. The United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA) hereby invites you to submit a bid to this Request for Proposal (RFP) for the above subject. Proposals are required to be received by UNRWA no later than Wednesday, 31 March 2021 at 13:00 PM (Amman Time) (the Closing Time).

2. This RFP consists of this letter, the subsequent instructions and the following annexes:

   Annex A: General Instructions on Proposal Submission
   Annex B: Acknowledgement letter
   Annex C: Terms of Reference
   Annex D: Technical Evaluation Criteria
   Annex E: Financial Proposal (Pricing Matrix)
   Annex F: Performance Bond
   Annex G: Draft Service Contract
   Annex H: General conditions of contract
   Annex I: Instructions on UNGM Registration and Bid Submission through In-Tend.

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

4. For clarifications regarding this RFP, please contact in writing the Procurement Section of the Central Support Services Division, UNRWA Headquarters Amman through e-mail to cssd@unrwa.org no later than Wednesday, 18 March 2021 at 13:00 PM (Amman Time). Please indicate the RFP reference number in the subject line.

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

   Digitally signed by BIRUNGI,
   Julius
   Date: 2021.03.07
   16:14:47 +02'00'

   Julius Birungi
   Head, Procurement Section (Construction and Services).
ANNEX A: GENERAL INSTRUCTIONS

GENERAL

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

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

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

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

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

PROPOSAL SUBMISSION

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

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

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

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

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

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

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

12. Not applicable.

CLOSING TIME

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

REQUEST FOR CLARIFICATIONS

14. For clarifications regarding this RFP, please contact in writing the Procurement Section of the Central Support Services Division, UNRWA Headquarters Amman through e-mail to cssd@unrwa.org **no later than Wednesday, 18 March 2021 at 13:00 PM (Amman Time).** Please indicate the RFP reference number in the subject line. Alternatively, clarifications exclusively in writing, via the Correspondence tab in the e-tendering module can be sent no later than **Wednesday, 18 March 2021 at 13:00 PM (Amman Time).** No communication, written or verbal, is allowed in connection with this RFP, with any UNRWA staff members other than the Procurement Officers. Queries received after the above deadline may not be considered.

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

BID VALIDITY

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

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

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

SOLICITATION DOCUMENTS

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

PAYMENT TERMS

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

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

22. Prices may be quoted in a currency other than the US Dollar. However, for the purposes of comparison of all Bids, UNRWA will convert the currency quoted in the Bid to US Dollar, in accordance with the prevailing UN Operational Rate of Exchange at the Closing Time.

23. The Contract/Purchase Order awarded to the selected proposer, proposer's invoices and UNRWA payments will be made in the currency as originally quoted by the Proposer in its Financial Proposal.

PRICE

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

PERFORMANCE BOND

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

LIQUIDATED DAMAGES (IF APPLICABLE)

26. Not applicable.

WITHDRAWAL AND MODIFICATION OF PROPOSAL

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

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

REJECTION OF PROPOSAL

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

SELECTION PROCESS

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

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

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

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

CONTRACT AWARD PUBLICATION

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

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

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

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

UNGM VENDORS REGISTRATION


SUPPLIER CODE OF CONDUCT

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


COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT

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

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

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

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

IMPROPER ASSISTANCE

39. Proposals that, in the sole opinion of UNRWA, have been compiled:

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

40. Without limiting the operation of the above clause, a Proposer must not, in the absence of prior written approval from UNRWA, permit a person to contribute to, or participate in, any process relating to the preparation of a Proposal or the procurement process, if the person:

• at any time during the 6 months immediately preceding the date of issue of this RFP was an official, agent, servant or employee of, or otherwise engaged by, UNRWA,  
• at any time during the 12 months immediately preceding the date of issue of this RFP was an employee of UNRWA personally engaged, directly or indirectly, in the planning or performance of the requirement, project or activity to which this RFP relates, or  
• at any time, was an employee of UNRWA involved, directly or indirectly, in the preparation of this RFP including any earlier versions or the management of this procurement process.

**CORRUPT AND FRAUDULENT PRACTICES**

41. UNRWA requires that all suppliers observe the highest standard of ethics during procurement and execution of work. Pursuant to this policy, UNRWA defines the terms set forth as follows:

• Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution of a contract.  
• Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client and includes collusive practice among suppliers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition.

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

**UNETHICAL BEHAVIOUR**

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

**ZERO TOLERANCE POLICY ON GIFTS AND HOSPITALITY**

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

45. Proposers may also visit the below mentioned link to obtain more information on UNRWA procurement policy: [https://www.unrwa.org/procurement/policy](https://www.unrwa.org/procurement/policy)

**CONFLICT OF INTEREST**

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

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

GLOBAL COMPACT

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

LOCAL TAXES

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

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

**IMPORTANT:** Bidders are requested to return a completed copy of this acknowledgement letter even if they do not intend to submit a bid for this tender.

**Subject:** Request for Proposal (RFP/UNRWA/CSSD/DM/009/2021) for the Provision of Quantitative analysis and comparison between UNRWA’s provident system and pension systems of host countries in UNRWA Fields of operation

Dear Madam / Sir,

We the undersigned acknowledge receipt of your RFP/UNRWA/CSSD/DM/009/2021 for the subject matter and hereby confirm that:

(  ) We intend

(  ) We do not intend

...to submit a bid to UNRWA for Provision of Quantitative analysis and comparison between UNRWA’s provident system and pension systems of host countries in UNRWA fields of operation...

Name & Title of Authorized Representative: ____________________________________________

Signature: _______________________________________________________________________

Company Name & Address: __________________________________________________________

Telephone No.: __________________________________________________________________

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

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

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

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

(  ) Others: Please specify _______________________________________________________

Kindly return this acknowledgement via email to the following email address: cssd@unrwa.org
Quantitative analysis and comparison between UNRWA’s provident system and pension systems of host countries in fields of operation

1. Background

The United Nations Relief and Works Agency for Palestine Refugees (UNRWA) was established in 1949 to provide assistance and protection for registered Palestine refugees to help them achieve their full potential in human development. To do this it employs around 30,000 Area Staff Personnel operating in Gaza, Jordan, Lebanon, Syria and West Bank.

Following its establishment and the unfolding of its long-term mandate, the Agency established a defined contribution Provident Fund system for its employees (where employer and employee make monthly contributions as percentage of basic salary and paid as lump sum upon retirement), which later was complemented by a Retirement Benefit (a lump sum payment calculated based on a percentage of basic salary and multiplied by years of service).

The Agency has a policy of comparing its Area Staff compensation package with the one of civil servants on host countries that carry out similar duties as UNRWA personnel working in education, health, social services and other areas. In general, host countries provide a defined benefit pension system that guarantees payment of a percentage of the basic salary upon retirement.

Up to now the Agency has made qualitative comparisons between the Agency’s system and that of the host countries.

The Agency seeks the qualified and competent companies to provide actuarial services to make a quantitative comparison between systems.

2. Objectives and scope of the consultancy:

- To quantitatively compare the Agency’s system of Provident Fund and Retirement Benefit with the Pension system applicable to civil servants in Jordan, Lebanon, Palestinian Authority and Syria.

The Agency will provide all necessary documentation on the Agency’s relevant policies, a list of benchmark posts and salary information for the contractor to make the necessary calculations. In relation to the pension systems of host governments for civil servants, the Agency will provide available information of their systems, and salary information of benchmark posts.

The contractor will need to ensure validation and completeness of the information provided by the Agency for host governments related to after service benefits, and if necessary, collect further information in each field from host governments. The contractor is expected to validate and complete the information in a minimum of 3 of the 4 fields.

If necessary, the Agency may support the contractor in contacting host governments for validation and data collection purposes.

3. Expected outcomes:

a. A descriptive analysis of pension systems applicable to civil servants of Jordan, Lebanon, Palestinian Authority and Syria, including type of scheme (defined benefits and/or defined contribution), eligibility, contribution rates, retirement age, benefit formula, etc.

b. A quantitative analysis comparing the Agency’s Provident Fund and Retirement Benefit with the pension system of civil servants of Jordan, Lebanon, Palestinian Authority and Syria. The comparison should be done as following:
i. For each UNRWA benchmark posts, by comparing the retirement benefit the UNRWA employee would receive based on UNRWA pension vs the local pension system; and

ii. Comparing the retirement benefit received by UNRWA employees (exemplified by benchmark posts) vs governmental employees taking into consideration the difference between these two entities in terms of salaries.

The analysis is to consider entry level employees, assuming employees continue working in the same entity (UNRWA or host government) until retirement, and considering employees and their career progression after e.g. 20 years of employment. Specific criteria for the latter analysis to be agreed with the successful contractor.

c. Observations and conclusions made by the contractor on the above analysis specifying which system is more beneficial in financial terms.

d. Recommendations to the Agency based on analyses and conclusions.

4. Key considerations

The Agency establishes Area Staff salaries in JOD in Jordan, and in U.S. dollars in the other fields (in specific fields payment of salaries is done in local currency).

Both Lebanon and Syria have recently suffered serious devaluations to their currencies, and in the latter country inflation rates are very high. These economic factors should be considered in the respective analyses.

The comparison should take into consideration the difference between Agency and host government systems in absolute values, in relative terms as percentage of basic salaries, and other ways that may be proposed by the contractor.

5. Consultancy approach and methods

1. Approach and methodology:

The contractor is invited to submit a methodology for the consultancy. The overall approach should be rigorous and transparent, aiming at providing the expected outcomes.

The general approach would require the contractor to use its subsidiaries or associate networks to validate and/or collect the necessary information and documentation from Host Governments. Validation/data collection should be carried out by the contractor’s subsidiary or associates’ network, or remotely. Travelling by the contractor’s consultant/s to the countries is excluded.

For an effective calculation and comparison, 10 Agency benchmark posts will be established. Salary data for Agency posts will be provided. For Host Governments in Jordan and for the Palestinian Authority, salary data will be provided by the Agency. For Lebanon and Syria, host government salary data is currently not available but may be obtained by the Agency.

The contractor is to make comparisons between the Agency’s system and the one of Hosts Governments, using as a basis i. the Agency’s salary data, and ii. the Agency’s and the Host Governments salary data. The tables below have been developed as indicative examples:

i. the Agency’s salary data

<table>
<thead>
<tr>
<th>Benchmark post</th>
<th>UNRWA salary (USD)</th>
<th>UNRWA Quantification of Provident Fund benefit</th>
<th>Quantification of Retirement Benefit</th>
<th>Jordan (USD)</th>
<th>Lebanon (USD)</th>
<th>Palestine (USD)</th>
<th>Syria (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Education Teacher</td>
<td>xxxx</td>
<td>yyyy*</td>
<td>zzzz*</td>
<td>aaaa*</td>
<td>bbbb*</td>
<td>cccc*</td>
<td>dddd*</td>
</tr>
</tbody>
</table>

(*) calculated on the basis of UNRWA’s salary

(**) Host Government pension system / (Provident Fund + Retirement Benefit)
### ii. the Agency's and the Host Governments salary data

<table>
<thead>
<tr>
<th>Benchmark post</th>
<th>UNRWA salary (JOD)</th>
<th>Host Government Salary (Jordan) (JOD)</th>
<th>UNRWA Quantification of</th>
<th>Host Government Pension System (Jordan)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Education Teacher</td>
<td>xxxx</td>
<td>vvvv</td>
<td>yyyy*</td>
<td>zzzz*</td>
</tr>
</tbody>
</table>

* calculated on the basis of UNRWA’s salary
* calculated on the basis of Host Government’s salary
** Host Government pension system / (Provident Fund + Retirement Benefit)

The above tables, or similar improved tables, will be completed for the two scenarios, the first one considering entry level employees, the second one considering employees and their career progression after e.g. 20 years of employment (specific criteria be agreed with the successful contractor).

### 2. Phases, timing and deliverables

The contractor must complete the work in two broad phases:

- First phase will include desk review, interviews with the Agency, and data collection/validation from Host Governments. A report is to be produced on the results of the process of collecting data and referring to all data and documents collected, for each country/Field.
- Second phase will include analyses, actuarial calculations, observations, conclusions and recommendations.

The contractor is expected to complete the work within eight weeks starting on contract award. A detailed work plan showing all steps and required timeline should be submitted by the tenderer.

### 6. Managing modalities

The contractor will report to the Manager Organizational Design and Compensation Services.

### 7. Contractor required experience:

The contractor should demonstrate expertise in carrying out the duties and provide details of the necessary networks in the different countries/Fields to validate/collect data from Host Governments:

- Experience in actuarial services.
- Experience in carrying out similar services comparing defined contribution with defined benefits systems.
- Description of the network that will be used in the different countries/Fields to collect data.

The technical proposal should include:

- i) a cover letter that demonstrates the capabilities and past history of the consulting firm for conducting similar assignments, for the Lead Consultant responsible for this assignment highlighting past experience, skills and competencies, and the capacities and profiles of consultants collecting/validating data in the UNRWA Fields of Operation.
- ii) a proposed methodology to reflect an understanding of the scope of the assignment and to elaborate on the approach and methods the firm would use to address the actuarial services consultancy. Methodology should include the involvement of the firm’s subsidiaries/associate networks that will be used for validating and/or collecting data in all
countries/Fields. A detailed proposal on how the comparison between the pension systems will be made, should also be included within the technical proposal.

The Technical Evaluation Criteria provides the detailed evaluation criteria and how the vendor’s proposal will be evaluated. Vendors are advised to thoroughly read and understand the criteria and provide all the supporting documents requested.

NOTE: Respondents are requested to submit separately a financial proposal for the entire project.

8. Collaborating with other companies

Companies can consider collaborating through subcontracting. Sub-contracting is allowed in response to this call for tenders issued by UNRWA. However, joint tenders through Joint ventures will not be allowed.

In any case, the proposal must specify very clearly whether each company included in the proposal is a main Contractor or as a Subcontractor.

Subcontracting is the situation where a contract has been or is to be established between UNRWA and a contractor and where the contractor, in order to carry out that contract, enters into legal commitments with other legal entities for performing part of the work, service or supply. However, UNRWA will have no direct legal commitment with the subcontractor(s).

Certain tasks provided for in the contract may be entrusted to subcontractors, but the main contractor retains full liability towards UNRWA for performance of the contract as a whole. Accordingly:

a) UNRWA will treat all contractual matters (e.g. payment) exclusively with the main contractor, whether or not the tasks are performed by a subcontractor;

b) Under no circumstances can the main contractor avoid liability towards UNRWA on the grounds that the subcontractor is at fault.

If the vendor’s proposal envisages subcontracting, then the technical proposal must include:

a) a document
   • mentioning the reasons why you are envisaging subcontracting,
   • stating clearly the roles, activities and responsibilities of subcontractor(s), and;
   • specifying the volume / proportion for each subcontractor

b) a letter of intent by each subcontractor stating its intention to collaborate with you if you win the contract.

Subcontracting will not be allowed if not declared during the submission of the Technical proposal.

9. Payment Schedule

Payments shall be linked to deliverables as follows:

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment 1 After completion of Phase One and submitting the data collection process report.</td>
<td>30% of total project fees</td>
</tr>
<tr>
<td>Payment 2 After completion of Phase Two and submitting the complete analytical report include analyses, actuarial calculations, observations, conclusions and recommendations.</td>
<td>70% of total project fees</td>
</tr>
</tbody>
</table>
Note that the Technical Evaluation Criteria is divided into two sections: (1) Mandatory Requirements and (2) Weighted Scoring Criteria

### Section One: Mandatory Requirements:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Examples of Required supporting documents</th>
<th>Pass/Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Corporate Status of the Company:</strong> The vendor must prove that it is accredited or legally registered to provide consulting services and must not less than 3 years in providing actuarial services</td>
<td>Proof of registration or accreditation in form of Incorporation certificate, trade licences, etc</td>
<td></td>
</tr>
<tr>
<td><strong>2. Company Experience:</strong> The company must have handled at least 2 similar or related projects in the MENA region</td>
<td>Projects handled, reference letters, certificate of recognitions over years</td>
<td></td>
</tr>
<tr>
<td><strong>3. Past Performance:</strong> The vendor must submit at least 2 reference letters for actuarial or related services.</td>
<td>2 reference letters</td>
<td></td>
</tr>
<tr>
<td><strong>4. Experience of proposed data collection/validation team:</strong> The vendor shall designate one member for each field to do data collection/validation. Each proposed member should have a minimum University degree and 3 years of relevant professional experience.</td>
<td>CVs for the proposed data collection / validation team members</td>
<td></td>
</tr>
<tr>
<td><strong>5. Ability of the vendor to collect data in the UNRWA Fields Offices (Areas of Operation):</strong> The vendor must be able to collect and validate data in at least 3 of the 4 UNRWA Fields operations (Jordan, Lebanon, Syria, Palestinian Authority)</td>
<td>Signed confirmation Letter (Appendix 1)</td>
<td></td>
</tr>
</tbody>
</table>
This is the screening stage of the evaluation process. The vendors will be evaluated on a pass or fail criteria. For a vendor to pass the screening stage /preliminary evaluation, the vendor must meet the following criteria:

*Failure to comply with any of the mandatory criteria will lead to disqualification.*

<table>
<thead>
<tr>
<th></th>
<th>Qualifications and Experience of the contractor’s proposed Lead Consultant/ Team leader: The vendor shall designate a Lead Consultant responsible for overseeing the entire project and technical work related to actuarial calculations. The Lead Consultant should have as minimum qualifications a relevant Master’s degree and 10 years of relevant professional experience.</th>
<th>CV and Copies of Academic documents for the proposed Lead Consultant</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Location: The Bidders must indicate availability of project implementation capacity and availability of project personnel between 0800 – 1700 Amman Time irrespective of the time zone of their location.</td>
<td>Signed Confirmation letter (<em>Appendix 2</em>)</td>
</tr>
<tr>
<td>7</td>
<td>Ability to speak and write Arabic: The vendor must demonstrate that all the proposed team members are fluent in Arabic.</td>
<td>CV’s of the proposed team members</td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2. **Section Two: Weighted Scoring Criteria**

In the weighted scoring, the vendor’s submissions will be marked/awarded marks in accordance with the set criteria in the table below.

<table>
<thead>
<tr>
<th>1</th>
<th>Corporate Experience</th>
<th>Examples of required supporting documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Number of years of experience of the company in similar or related field</td>
<td>Reference letters, contracts showing client, period of validity for similar services. <em>(Maximum score will be given to vendor with more than 10 years of relevant experience)</em></td>
</tr>
<tr>
<td>1.2</td>
<td>Number of actuarial projects handled in MENA region</td>
<td>List of relevant assignments, client, and short description <em>(Maximum score will be given to vendor who provides 5 or more relevant assignments)</em></td>
</tr>
<tr>
<td>1.3</td>
<td>Number of Reference / Recommendation Letters for similar services</td>
<td>Reference letters from past and current clients. <em>(Maximum score will be given to vendor who provides 5 or more relevant reference letters)</em></td>
</tr>
<tr>
<td>2</td>
<td>Methodology: Assignment methodology, and robustness of the proposal</td>
<td>Examples of Required supporting Documents</td>
</tr>
<tr>
<td>2.1</td>
<td>The assignment methodology, implementation plan and robustness of the proposal in reference to the scope of required services.</td>
<td>Vendor to provide a detailed methodology that addresses the aspects outlined in the ToR, implementation plan with timetable for the tasks, and expected results. <em>(Maximum score will be given to the vendor whose proposal addresses all aspects in the ToR, including the key considerations)</em></td>
</tr>
<tr>
<td>3</td>
<td>Vendor capacity and the experience of Lead consultant</td>
<td>Examples of Required supporting Documents</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------</td>
<td>------------------------------------------</td>
</tr>
</tbody>
</table>
| 3.1 | Ability of the vendor to collect data in the UNRWA Fields Offices (Areas of Operation): The vendor must be able to collect and validate data in at least 3 of the 4 UNRWA Fields operations (Jordan, Lebanon, Syria, Palestinian Authority) | Confirmation Letter  
(Maximum score will be given to the vendor with the ability to collect and Validate data in all the 4 UNRWA Fields of Operation) |
| 3.2 | Experience of the proposed Lead Consultant (Team Leader) | CV of the proposed Lead Consultant (Team Leader) must be provided.  
(Maximum score will be given to the vendor whose proposed Lead Consultant (Team Leader) has 15 and above years of experience in similar or related senior position) |

Notes:

1. **Proposers who fail to score at least 70% of the total technical score will be disqualified.**
APPENDIX 1

Request for Proposal No. RFP/UNRWA/CSSD/DM/009/2021 - Provision of Quantitative analysis and comparison between UNRWA’s provident system and pension systems of host countries in fields of operation

ABILITY TO COLLECT AND VALIDATE DATA IN THE UNRWA FIELDS OFFICES (AREAS OF OPERATION)

I confirm that I have the ability to collect and validate data in the following UNRWA fields offices (area of operation):

Please tick the countries where you can collect and validate the data for:

☐ Jordan
☐ Lebanon
☐ Palestinian Authority
☐ Syria

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

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

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

Date: ---------------------------------------------------------------------------------------------------------------
APPENDIX 2

Request for Proposal No. RFP/UNRWA/CSSD/DM/009/2021 - Provision of Quantitative analysis and comparison between UNRWA’s provident system and pension systems of host countries in fields of operation

PROJECT IMPLEMENTATION CAPACITY AND AVAILABILITY

I confirm the availability of project implementation capacity and availability of project personnel between 0800 – 1700 Amman Time irrespective of the time zone of our location.

Company Name: _____________________________________________________________

Name of Company Representative: ____________________________________________

Signature: __________________________________________________________________

Date: _____________________________________________________________________
The Commercial Evaluation will be composed of two parts.
1. Assessment of mandatory Requirements.
2. Comparison of Prices submitted by Vendors after arithmetical checks.

Whereas the minimum technical score to pass technical evaluation is 70 marks out of 100; The weight of technical and Commercial scores remains in the ratio of 60:40. The lowest priced, technically compliant bidder will be awarded the highest points during financial evaluation.

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

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

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

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

MANDATORY REQUIREMENTS

Vendors are required to accept the following mandatory requirements by signing the forms in Appendices 3 and 4

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

Failure in any of the above mandatory requirements may result in rejection of the Vendors Financial Proposal
APPENDIX 3

Request for Proposal No. RFP/UNRWA/CSSD/DM/009/2021 - Provision of Quantitative analysis and comparison between UNRWA’s provident system and pension systems of host countries in fields of operation

ACCEPTANCE OF THE UNRWA GENERAL CONDITIONS OF CONTRACT

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

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

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

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

Date:----------------------------------------------------------------------------------------------------------------------------
APPENDIX 4

Request for Proposal No. RFP/UNRWA/CSSD/DM/009/2021 - Provision of Quantitative analysis and comparison between UNRWA’s provident system and pension systems of host countries in fields of operation

ACCEPTANCE TO PROVIDE THE PERFORMANCE BOND

[Form of First Demand Guarantee]

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

Bidder (Company Name):

Authorized Representative:

Date:

Signature:

**APPENDIX 5**

Request for Proposal No. RFP/UNRWA/CSSD/DM/009/2021 - Provision of Quantitative analysis and comparison between UNRWA’s provident system and pension systems of host countries in fields of operation

**PRICING MATRIX**

Currency: -------------------

<table>
<thead>
<tr>
<th>Activity</th>
<th>Activity / deliverables (As detailed in section 3 of the Terms of Reference)</th>
<th>Unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Data Collection and Validation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.a</td>
<td>Data Collection and Validation for three field of UNRWA Operations</td>
<td>Lumpsum</td>
<td></td>
</tr>
<tr>
<td>1.b</td>
<td><strong>Optional</strong>: Data Collection and Validation for the 4th field</td>
<td>Lumpsum</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>A descriptive analysis of pension systems applicable to civil servants of Jordan, Lebanon, Palestinian Authority and Syria, including type of scheme</td>
<td>Lumpsum</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>A quantitative analysis comparing the Agency’s Provident Fund and Retirement Benefit with the pension system of civil servants of Jordan, Lebanon, Palestinian Authority and Syria.</td>
<td>Lumpsum</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Observations and conclusions made by the contractor on the above analysis specifying which system is more beneficial in financial term</td>
<td>Lumpsum</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>After completing tasks 1-3, <strong>Submit a final and acceptable report providing</strong> recommendations to the Agency based on analyses and conclusions.</td>
<td>Lumpsum</td>
<td></td>
</tr>
</tbody>
</table>

**Total**

**Notes:**
- a) The prices indicated above are all inclusive and will remain firm and fixed through the term of the contract
- b) UNRWA is tax exempt and therefore your prices should not include any taxes.

Authorized Signature: 

Address:

Name and Title of Signatory: 

E-mail

Name of Firm:
ANNEX F – PERFORMANCE BOND

Form of Performance Bond

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

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

Date: …………………………….
Dear Sir/Madam

Re: Performance Bond in respect of [Provision of Quantitative analysis and comparison between UNRWA’s provident system and pension systems of host countries in fields of operation]’s performance obligation under the Contract [Ref no. ………………………………..] (the “Performance Bond”)

Performance Bond No. [ ………………]

1. We, have been informed that [supplier………………………………………………………] (the “Principal”) has entered into a contract [full name of the contract ……………………………………………………………………..] dated ……………………………….., with you, the Beneficiary, for the provision of [Provision of Quantitative analysis and comparison between UNRWA’s provident system and pension systems of host countries in fields of operation] (the “Contract”).

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

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

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

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

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

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

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

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

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

Yours faithfully,

Signed by:…………………..
Name:……………………….
Title:………………………. 
This Service Contract is made this ___ day of _______ 200_, by and between the United Nations Relief and Works Agency for Palestine Refugees in the Near East (“UNRWA”) and ___[name] , ___[street address] [city] [country] (the “Contractor”).

Background

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

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

1. DEFINITIONS AND INTERPRETATION.

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

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

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

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

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

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

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

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

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

1.2 Interpretation. As used in the Service Contract:

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

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

1.2.1.2 The Terms of Reference.
1.2.1.3 The General Conditions.

1.2.1.4 The Proposal.

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

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

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

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

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

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

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

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

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

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

3.2.1 The Contractor shall commence the Services not later than ________________200__.

3.2.2 The Contractor shall deliver the Services in accordance with the Delivery Schedule.

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

3.3.1 All equipment, non-expendable materials, supplies and other property furnished or financed by UNRWA under the Service Contract shall remain the property of UNRWA and, unless otherwise agreed by the parties, shall be returned to UNRWA upon the completion of the Services, and -
3.3.1.1 The Contractor shall not cause or permit any lien, claim or other encumbrance to attach to any equipment, non-expendable materials, supplies and other property furnished or financed by or on behalf of UNRWA under the Service Contract.

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

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

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

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

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

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

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

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

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

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

4.1.3 Access to UNRWA facilities consistent with requirements for the delivery of the Services, including, as applicable, the issuance of UNRWA grounds passes.

4.1.4 Such measures (including but not limited to escort when traveling) as may be reasonably necessary to assure the personal security of the Contractor’s personnel and their property.

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

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

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

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

4.2.3 UNRWA shall, within 30 days following the receipt from the Contractor of each invoice, pay the invoiced amounts subject to the following -
4.2.3.1 Each invoice shall be subject to certification by UNRWA of the delivery of Services associated with the invoice and the amounts contained in the invoices, and UNRWA may make corrections to the amounts set forth in the Contractor’s invoices and effect payment for the amounts so corrected and certified.

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

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

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

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

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

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

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

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

5. MISCELLANEOUS.

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

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

UNRWA:
Facsimile: +

the Contractor:
Facsimile: +

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

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

**IN WITNESS WHEREOF,** the parties have signed this Service Contract on ___________________ 200_.

---

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

[Contractor]

_________________________________
[Name]
[Title]

Witness

_________________________________
[Name]
[Title]

Witness

_________________________________
[Name]
[Title]
ANNEX H: UNRWA GENERAL CONDITION OF CONTRACT

GENERAL CONDITIONS OF CONTRACT
FOR THE PROVISION OF SERVICES ONLY

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

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

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

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

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

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

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

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

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

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

4.4.1 the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UNRWA prior to such personnel 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 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 personnel, UNRWA may reasonably refuse to accept any such personnel.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. INSURANCE AND LIABILITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

10.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNRWA does not and shall not claim any ownership interest 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
by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

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

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

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

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

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

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

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

13. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

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

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

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

14. TERMINATION:

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

14.2 UNRWA may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNRWA applicable to the performance of the Contract or the funding of UNRWA applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the
15.1.3 Terminate the Contract in accordance with Article 14.1,

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

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

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

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

17. SETTLEMENT OF DISPUTES:

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

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

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

19. TAX EXEMPTION:

19.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs (including UNRWA), is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNRWA from such taxes, restrictions, duties, or charges, the Contractor
shall 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 therefor unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 21.1, above.

22. AUDITS AND INVESTIGATIONS:

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

22.2 The Contractor acknowledges and agrees that, from time to time, UNRWA may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract. The right of UNRWA to conduct an investigation and the Contractor’s obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide 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 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 advisors, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNRWA hereunder.

23. LIMITATION ON ACTIONS:

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

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

24.1 The Contractor represents and warrants that:

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

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

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

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

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

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

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

25. BANK GUARANTEE: If specifically requested by UNRWA, prior to the signature of the Contract, the Contractor shall provide a 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 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 to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Contract shall remain valid and be enforced to the fullest extent possible.
ANNEX I – INSTRUCTIONS FOR UNGM REGISTRATION AND BID SUBMISSION

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

STEP 1: CREATION OF YOUR UNGM ACCOUNT
To access the tender documents, you need to be completed the registration process at Basic level and have a ‘Registered’ status with UNRWA on UNGM.
Go to www.ungm.org and click on the ‘Register’ box.

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

Accept the UN Supplier Code of Conduct by ticking the corresponding box, introduce your company details and click on the ‘Continue to registration’ button.
Complete your login details and click on the ‘Create login’ button.

**STEP 2: ACTIVATE YOUR UNGM ACCOUNT**

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

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

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

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

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

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

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

STEP 4: COMPLETE YOUR VENDOR REGISTRATION FORM IN UNGM

From the ‘Registration’ link in the left-hand menu, you can complete your registration form. It only takes about 5-8 minutes to complete your Basic registration. Please note that some tabs appear in red and others in green. The red tabs mean that you are missing information. The asterisk (*) indicates information that is required and you will not be able to submit the registration without this information.

Please do not forget to submit your completed registration to the UN organizations matching your company’s profile. Please verify that UNRWA is part of the list of UN organizations which match your company’s profile in the ‘UN organizations’ tab.

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

If you have completed your basic level registration in the past, please ensure that your basic registration with UNRWA is complete. You can either check this information from your Dashboard (for instance your registration status is Registration/Vendor to Update) or directly in your registration. If not, please update/modify the information requested by the UNGM system before proceeding.

STEP 1: SEARCH FOR TENDER NOTICES ISSUED BY UNRWA

From the UNGM homepage, click on the ‘Business Opportunities’ box or click on the ‘Tender notices’ link in the left-hand menu. Click on the ‘show more criteria’ button on the upper right side.

In the ‘UN organizations’ field, please type UNRWA. The system will automatically show all the active tender notices issued by UNRWA.

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

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

STEP 2: TENDER MANAGEMENT

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

IMPORTANT: If it does not show the Tenders screen, please inform immediately UNRWA at INTEND.ADMIN@UNRWA.ORG.

You are now in the UNRWA e-tendering system. Under this area you will find several menu tabs:

- Tender: General information about this tender
- RFP documents: IMPORTANT, here is the deadline plus all the documents of the tender process (RFP or ITB). In the same area, you have the placeholders for uploading your proposal and all your documents.
- Correspondence: an area where you can write email and receive answers from UNRWA.
- Clarifications: an area for reading the clarifications issued by UNRWA and made available to all bidders. Please ensure to read all the clarifications as they become part of the specifications.
- 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 welcome to contact us at registry@ungm.org for urgent assistance.