REQUEST FOR PROPOSAL (RFP/UNRWA/CSSD/DM/021/2020)

Date: 15 July 2020

Subject: Request for Proposal No. RFP/UNRWA/CSSD/DM/021/2020 - Provision of Legal Research, Support and Representation Services for UNRWA Jordan Field Office

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 **Thursday, 30 July 2020 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 **Tuesday, 21 July 2020 at 13:00 PM (Amman Time)**. Please indicate the RFP reference number in the subject line.

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

Yann Kervinio

Chief, Central Support Services Division

JBI
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 having scored the 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 RFP 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 Tuesday, 21 July 2020 at 13:00 PM (Amman Time). Please indicate the RFP reference number in the subject line. Alternatively, clarifications exclusively in writing, via the Correspondence tab in the e-tendering module can be sent no later than Tuesday, 21 July 2020 at 13:00 PM (Amman Time). No communication, written or verbal, is allowed in connection with this RFP, with any UNRWA staff members other than the Procurement Officers. Queries received after the above deadline may not be considered.

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

BID VALIDITY

16. Your Proposal shall be irrevocable and remain valid for acceptance for at least a 90 days period, commencing on the Closing Time. Offered price should be sales tax free.

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

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

SOLICITATION DOCUMENTS

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

PAYMENT TERMS

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

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

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

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

PRICE

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

PERFORMANCE BOND

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

LIQUIDATED DAMAGES (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,
- 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 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.
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/021/2020) for the Provision of Legal Research, Support and Representation Services for UNRWA Jordan Field Office

Dear Madam / Sir,

We the undersigned acknowledge receipt of your RFP/UNRWA/CSSD/DM/021/2020 for the subject matter and hereby confirm that:

( ) We intend
( ) We do not intend

to submit a bid to UNRWA for Provision of Legal Research, Support and Representation Services for UNRWA Jordan Field Office

Name & Title of Authorized Representative: ________________________________

Signature: __________________________________________________________

Company Name & Address: ___________________________________________

Telephone No.: _____________________________________________________

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

( ) We do not have the capacity to submit a bid at this time.
( ) We cannot meet the technical requirements for this RFP.
( ) We do not think we can make a competitive offer at this time.
( ) Others: Please specify _____________________________________________

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

PROVISION OF LEGAL RESEARCH, SUPPORT AND REPRESENTATION SERVICES

FOR UNRWA, JORDAN FIELD OFFICE

UNRWA is a United Nations agency established by the General Assembly in 1949 and is mandated to provide assistance and protection to a population of 5.5 million registered Palestine refugees. Its mission is to help Palestine refugees in Jordan, Lebanon, Syria, West Bank and the Gaza Strip to achieve their full potential in human development, pending a just solution to their plight. UNRWA’s services encompass education, health care, relief and social services, camp infrastructure and improvement, microfinance and emergency assistance. UNRWA is funded almost entirely by voluntary contributions.

1. BACKGROUND

Now in its tenth year, the conflict in Syria continues to have shattering consequences for ordinary people that have lost their homes, livelihoods and security. Palestine refugees are one of the communities most affected by the conflict with 95% in need of sustained humanitarian assistance.

Over 120,000 Palestinian Refugees from Syria (PRS) have fled to Lebanon, Jordan and beyond since the start of the conflict. There are 17,500 PRS recorded with the Agency in Jordan. UNRWA is the largest direct provider of assistance to Palestine refugees affected by the Syrian conflict, which encompass basic education, primary healthcare assistance, cash-based transfers, and protection services. PRS have extremely limited access to formal employment, and as the crisis continues traditional coping strategies are increasingly exhausted. In Jordan, 93% of PRS have been categorized as vulnerable or extremely vulnerable due to particular protection concerns linked to their status. Last but not least, their vulnerability is compounded by nearly 70 years of protracted displacement.

In Jordan, since 2016, UNRWA has been receiving funding from the EU Regional Trust Fund for the Syrian Crisis, the EU Madad Trust Fund to assist PRS and enable them to meet their basic needs of food, non-food items and shelters, while strengthening their resilience. A multi-phased regional project entitled “Strengthening the Resilience of Palestine refugees from Syria in Jordan and Lebanon” has been implemented accordingly.

Through the third phase of the EU-Madad funded project (Madad III), UNRWA in Jordan will continue its provision of basic services to Palestinian Refugees from Syria (PRS) in 2020 and 2021, in alignment with its core mandate under the Syria Emergency Appeal. The overall objective of the project is to strengthen the resilience of PRS affected by the crisis, who have escaped to Jordan and Lebanon.

UNRWA will provide relief and protection services to PRS families to enable them to meet their basic needs of food, non-food items and shelters, as well as to cope with sudden crises and emergency, while strengthening their resilience. The funding will enable cash-based transfers of unconditional cash assistance and emergency cash assistance to vulnerable PRS. Further, funding is designed to support protection assistance to address gender-based violence and child-specific vulnerabilities as well as legal issues of those PRS not holding valid documentation.

2. PURPOSE

UNRWA is seeking an independent legal contractor to work with Jordan Field Office (JFO) and the field Neutrality and Protection Unit (NPU) to provide legal services to PRS, including counselling and legal assistance on general protection issues, such as status, legal documentation, and regularization, access to civil documentation and services, and to conduct research, outreach and capacity building activities pertaining to these topics.

3. SCOPE OF WORK

Legal Services and Representation

a. Legal support and follow up with relevant Jordanian authorities on PRS cases pertaining status, legal documentation, and regularization, access to civil documentation;
b. Represent PRS in a minimum of 30 selected legal representation cases, upon referral and in coordination with UNRWA, by
   o Interviewing beneficiaries;
   o Preparation and filing of all court documents;
   o Collection of evidence to support claim;
   o Legal research;
   o Court appearance;
   o Regular follow up with the authorities and clerks;
   o Documenting proceedings, challenges, and recommendations based on the context of the legal system in Jordan, as well as lessons learned;
   o Regular updates to beneficiaries and reporting to UNRWA.
   o Reporting on monthly/weekly basis for the status, details and progress of all cases received

a. Give legal consultations in person and/or over the phone as appropriate to PRS, including by:
   o Interviewing beneficiaries;
   o Legal research;

Research

b. Conduct comprehensive evidence-based research on key PRS-related protection issues, including status, legal documentation, regularization, access to civil documentation, services, assistance and employment, and deportation, by:
   1. Reviewing and updating existing studies on PRS in Jordan;
   2. Reviewing and monitoring the Jordanian legal framework relevant to PRS;
   3. Identify legal obstacles and gaps as well as established practices concerning PRS;
   4. Periodically update the findings of the research;
   5. Assist in preparation of documents including case studies, success stories, statistics and other topics as agreed with UNRWA, for advocacy purposes.

Outreach and Capacity-building

c. Develop informational materials for PRS about their legitimate interests and rights, as well as on means by which they may receive assistance from UNRWA, partner organizations, or the government in the field key PRS-related protection issues, by:
   o Coordinating with UNRWA focal points and/or interviewing beneficiaries;
   o Legal research.

d. Conduct one (1) outreach exercise/quarter in each of UNRWA areas (Irbid, Zarqa, and Amman) for beneficiaries.

e. Develop capacity-building exercises for UNRWA and other agencies’ field staff regarding basic PRS protection issues, referrals and other aspect to be agreed with UNRWA, by:
   o Coordinating with UNRWA focal points and/or interviewing beneficiaries
   o Legal research;

f. Deliver a minimum of four (4) capacity-building exercises to UNRWA and/or other agencies’ field staff.

4. DELIVERABLES AND TARGET COMPLETION

Timeframe


Location

The Contractor may be based in its headquarters and, based on the deliverables, it may be required to conduct field visits to Irbid, Zarqa and North and South Amman areas. During field visits, the Contractor’s representative will be based at UNRWA Area Offices, except when specific circumstances require otherwise.
5. EXPERIENCE AND TECHNICAL COMPETENCES

The Contractor shall appoint a team of four (4) highly qualified candidates comprising:

a. Three (3) lawyers with the following **essential** experience and technical competences:
   - Minimum of 10 years of experience in private practice in Jordan and/or internationally, with a particular focus on personal status, civil registration, immigration and administrative law, and human rights; at least one lawyer should have 5 years of experience in Sharia’a law practice in Jordan;
   - All lawyers shall be admitted to practice law in Jordan, at least one lawyer shall be admitted to practice Sharia’a law in Jordan;
   - Good knowledge of refugee context, as well as demonstrated ability to identify and refer vulnerable cases;
   - Languages: Arabic (Native) and English (Very good).

The following experience is considered **preferable** but not essential, and will be considered for the purpose of the award:
   - Advanced university degree in law;
   - Working knowledge and experience with Syrian legal system;
   - Experience providing legal assistance to PRS and vulnerable individuals.

b. One (1) legal associate with the following **essential** experience and technical competences:
   - Minimum of 3 years of professional experience, with a particular focus on personal status, civil registration and administrative law in Jordan;
   - Admission to practice law in Jordan
   - Good knowledge of refugee context, as well as demonstrated ability to identify and refer vulnerable cases;
   - Languages: Arabic (Native) and English (Very good).

c. One (1) Contract Manager with the following **essential** experience and technical competences:
   - Minimum of 10 years of experience in Legal private practice in Jordan and/or internationally and has been in similar position or any other senior position in the firm. The proposed Contract manager will be the focal person of the company in liaising with UNRWA on this project. He / she should be able to communicate both in Arabic (Native) and English (Very good).

6. REFERRAL, REPORTING AND OVERSIGHT

Referral system

UNRWA Emergency Social workers (ESW) will inform the JFO focal point (to be nominated) about PRS-related cases to be assessed for legal protection purposes. In coordination with Neutrality and Protection Unit (NPU), Emergency and other departments, as appropriate, the JFO focal point will assess whether the case should be referred to the Contractor. JFO focal point will then refer the case to the Contractor’s team leader/focal point for further action.

**Reporting and Oversight**

The Contractor shall submit detailed monthly activity reports to the JFO focal point according to the reporting time-frame below and the attached activity report template.

<table>
<thead>
<tr>
<th>Reporting period</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Prior to referring cases for legal representation to the Contractor, UNRWA reserves the right to assess individual cases in order to ensure that no protection concerns would arise as a result of the activities to be undertaken by the Contractor, and that the principle of “do no harm” is effectively guaranteed.

Therefore, Contractor shall initiate legal representation cases exclusively upon referral by and in consultation with the JFO focal point, as well as with the consent of involved beneficiaries.

7. RELEVANT DOCUMENTS

- Monthly Activity Report Template (attached – Appendix A).

8. SELECTION PROCESS

Interested Vendors will be required to meeting all the mandatory requirements in the evaluation criteria which will include the following:

- Shall be legally registered as Law Firm in Jordan established since not less than 5 years.
- Valid Practicing Certificate by the Jordanian Bar Association;
- Letter of good standing by the Jordanian Bar Association;
- Valid Practicing Certificate for Sharia’a law (for at least one lawyer);
- Past Experience – Minimum 10 years of experience proved by a Court report for each lawyer;
- Past Performance – Minimum 2 recommendation letters.
- Staff- Minimum 3 Senior lawyers with each, 10 years’ experience and possessing an university degree in law, and 1 junior lawyer (legal associate) with minimum 3 years’ experience in the related filed with an university degree in law; at least one lawyer should have 5 years of experience in Sharia’a law practice in Jordan;
- Ability to speak Native Arabic and English proficiency.

Furthermore, the interested vendors will be awarded points in accordance with:

a) Professional Experience of the vendor;

b) Proof of handling similar assignment (Number of Recommendation / reference letters)

c) Professional Experience in the area of specialization of the staff to be assigned

d) Methodology - Responsiveness of the bidder to the RFP i.e. the level of understanding of the UNRWA requirement

e) Proposed Contract manager Competency (Provide certified CV and Copies of academic and professional certificates)

9. SUB-CONTRACTING

The core function under the outlined scope in Section 3 above is Legal Services and Representation. Sub-Contracting other functions other than legal Services and Representation will be accepted provided that the selected Firm remains solely and exclusively responsible to UNRWA for all acts and things done by its Sub-Contractors as if no Sub-Contract exists. In addition, UNRWA shall not be liable to any Sub-Contractor for any provision of services even if UNRWA directly or indirectly benefit from it. UNRWA shall be liable to the Contractor only for the complete and satisfactory performance of its Services. In addition, at no time and under no circumstances is UNRWA required or shall be required to coordinate with Sub-Contractors or any third party. The selected Firm (Contractor) shall be fully responsible for making all arrangements necessary to coordinate with its subcontractors at its own expense without recourse to UNRWA whatsoever.

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

10. FORMAT OF AN INVOICE FOR PAYMENT OF SERVICES

The successful firm must submit at least an invoice at the end of each month or after completion of any of the listed deliverables. The invoice must specify the following:

- The detailed description of the accomplished deliverable;
- Start and completion dates of each deliverable including the duration;
- Amount of court and governmental fees; noting that successful firm shall pay those charges and will be reimbursed by UNRWA at cost against payments receipts.
- Supporting documents for each deliverable.

The sample is as indicated below.

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
<th>Task</th>
<th>Deliverable</th>
<th>Start Date</th>
<th>Finish Date</th>
<th>Resource used</th>
<th>Duration</th>
<th>Attached invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>dd/mm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>[hours]</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Description of activities:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Results:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td>Description of activities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Results:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td>Description of activities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Results:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Submitted by: [Name Surname]

Date: [dd/mm/yyyy]  
Signature: ____________________

1 Please indicate the activity cluster (i.e. Research, Outreach and Capacity-building and Legal Services and Representation) and the corresponding deliverable (e.g. a), b), c).
2 Human and other resources employed for the completion of the task.
3 Provide brief description of the activities performed.
ANNEX D – TECHNICAL EVALUATION CRITERIA

Note that the Technical Evaluation Criteria is divided into two sections; (1) Mandatory Requirements and (2) Weighted Scoring Criteria

### 1. Section One: Mandatory Requirements:
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:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Examples of Required supporting documents</th>
<th>Pass/Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Corporate Status of the Company:</td>
<td>The vendor must prove that it is accredited or legally registered as Law Firm in Jordan</td>
<td>Proof of registration or accreditation in form of Incorporation certificate, trade licences, etc</td>
</tr>
<tr>
<td>2 The law firm shall be a member of the Jordanian Bar Association</td>
<td>A Letter of good standing issued by the Jordanian Bar Association shall be submitted</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>3 Firm Experience: Vendor Should be established since not less than 5 years.</td>
<td>The registration documents with the Government</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>4 Past Performance: Past Performance: Vendor must submit at least 2 Recommendation letters or contracts (agreement) with Corporate accounts (Example UN, International N.G.O Agency / USAID / E.U or Government or Public joint stock companies, or limited responsibility private company in Jordan).</td>
<td>Reference letters, signed contracts</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>5 Number and Qualifications of proposed Individual Senior Lawyers: The Firm should have at least minimum 4 lawyers as current staff, 3 of them with minimum 10 years of professional experience in practicing law in Jordan, and one junior lawyer with 3 years’ experience - all should have at least first university degree in law and official practicing licence</td>
<td>CV’s of the proposed lawyers, court report for each lawyer working in the firm and copies of the HR contract of the staff and Practising Licence</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>6 One of the current hired lawyers in the Firm should have practicing license in Sharia’a law.</td>
<td>Court report for this lawyer is needed or any other document to prove that one of the staff has a practicing license in Sharia law</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>7 Contract Manager: The Firm shall nominate a Contract Manager, who shall be a senior lawyer with minimum 10 years’ experience.</td>
<td>CV of the proposed Contract Manager, Court report and/or a copy of the HR contract</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>8 Acceptance of all terms and conditions indicated in the terms of reference</td>
<td>Signing the declaration form in Appendix 1 in the tender document accepting terms of reference</td>
<td>Pass/Fail</td>
</tr>
</tbody>
</table>

Failure to comply with any of the mandatory criteria will lead to disqualification.
Appendix 1:
Acceptance of the terms and Conditions in the terms of Reference

By appending signature of this form, my company has read, understood and accept all terms and Conditions listed in the terms of Reference

Company Representative Name ---------------------------------------------------------------

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

Signature: ------------------------------------------------------------------------------------------------------------------
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></th>
<th>Corporate Experience</th>
<th>Examples of required supporting documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Number of years of experience of the Legal Firm in Jordan</td>
<td>Registration Documents, Jordan Bar Association Letter</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>Maximum score will be given to the vendor with 10 years and above of relevant experience</em></td>
</tr>
<tr>
<td>1.1</td>
<td>Number of Long terms agreement or Projects or Contracts managed and executed by the vendor with UN, International N.G.O Agency /USAID/ E.U or Government.</td>
<td>Examples of Projects/Contracts (short description, client, period of validity, etc) for similar services</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>Maximum score will be given for the vendor who has at least 5 relevant projects /contracts.</em></td>
</tr>
<tr>
<td>1.2</td>
<td>Number of Reference/ Recommendation Letters from corporate account and not individuals for the legal services. (UN, International N.G.O Agency /USAID/ E.U or Government or Public joint stock companies).</td>
<td>Reference letters from past and current clients.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>Maximum score will be given for the vendor who submitted at least 5 relevant reference letters.</em></td>
</tr>
<tr>
<td>1.3</td>
<td>Number of current staff of lawyers with 10 years’ experience or more in the Firm</td>
<td>HR records of the Firm</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>Maximum score will be given for the vendor who has 10 lawyers or more with 10 or more years’ experience</em></td>
</tr>
<tr>
<td>1.4</td>
<td>Company experience with Sharia law</td>
<td>Report generated form ministry of justice in Jordan for all court cases executed by the firm in Jordan for the past three years showing the nature of cases and name of lawyers</td>
</tr>
<tr>
<td></td>
<td>Working knowledge and experience of the company with Sharia’a (civil law) like marriage, divorce, birth etc.</td>
<td><em>Maximum points will be awarded to the vendor who proves having 10 successful Sharia law cases executed by the firm</em></td>
</tr>
<tr>
<td>1.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Methodology: the proposed approach to the Scope of Work:</td>
<td>Examples of Required supporting Documents</td>
</tr>
<tr>
<td>2.1</td>
<td>The implementation plan and robustness of the proposal in reference to the scope of required services</td>
<td>Vendor to provide a detailed implementation plan that addresses the aspects in the scope, provides the delivery methods to be used with time table for each task and expected results</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>Maximum score will be provided to the vendor whose proposal addresses all aspects in the scope.</em></td>
</tr>
<tr>
<td>3</td>
<td>Experience and Qualifications of the Firm and Proposed Lawyers</td>
<td>Examples of Required supporting Documents</td>
</tr>
<tr>
<td>3.1</td>
<td>Academic qualifications of the proposed Senior lawyers in the firm</td>
<td>Qualifications / copies of academic documents for the proposed 3 Senior lawyers must be attached.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>Maximum score will be awarded to the vendor who proposes 3 or more lawyers with Master’s degree</em></td>
</tr>
<tr>
<td>3.2</td>
<td>Experience of the proposed lawyers in cases of deportation, residency in Jordan for Foreigners, nationality claims issues, immigrations or issues related to Palestine affairs department in Prime ministry of Jordan.</td>
<td>Report generated from ministry of justice or the courts in Jordan for all court cases executed by the hired lawyers of vendor and name of lawyers. Maximum score will be given to the vendor who has 15 and above accumulated relevant Legal cases executed by the proposed lawyers.</td>
</tr>
<tr>
<td>3.4</td>
<td>Experience of the hired Contract Manager</td>
<td>CV of the proposed contract manager. Maximum score will be given to the vendor who’s proposed Contract Manager has above 15 years’ experience in a similar role or any senior legal leadership position.</td>
</tr>
</tbody>
</table>

*Proposers who fail to score at least 60% of the total technical score will be disqualified.*
The Commercial Evaluation will be composed of two parts

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

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

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

\[ P = Y \times U/Z, \]

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

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

**MANDATORY REQUIREMENTS**

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

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

Failure in any of the above mandatory requirements may result in rejection of the Vendors Financial Proposal
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: 
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 4
## PRICING MATRIX

<table>
<thead>
<tr>
<th>S/No</th>
<th>Scope of Work</th>
<th>Unit</th>
<th>Location/Timeframe</th>
<th>Qty</th>
<th>Unit cost without sales tax (Till 31 Dec. 2021)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Legal Services and Representation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Legal follow up and support with Jordanian authorities in cases as described in point a) under the Terms of Reference, Scope of Work, in Annex C, including reporting for each case, (with proof of power of attorney and supporting documents)</td>
<td>case</td>
<td>Irbid, Zarqa, and Amman</td>
<td>90*</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Legal services and representation in cases as described in point b) under the Terms of Reference, Scope of Work, in Annex C, including reporting for each case (with proof of power of attorney and supporting documents)</td>
<td>case</td>
<td>Irbid, Zarqa, and Amman</td>
<td>90*</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Research</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Legal research on the legal framework, existing case law and practices relevant to PRS</td>
<td>Lump sum</td>
<td>One-time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Assist in preparation of documents, including statistics, as agreed with UNRWA, for advocacy purposes</td>
<td>Lump sum</td>
<td>Quarterly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Outreach and Capacity-building</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>Develop informational materials for PRS about their legitimate interests and rights, as well as on means by which they may receive assistance from UNRWA, partner organizations, or the government in the field key PRS-related protection issues.</td>
<td>lump sum</td>
<td>One-time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S/No</td>
<td>Scope of Work</td>
<td>Unit</td>
<td>Location/Timeframe</td>
<td>Qty</td>
<td>Unit cost without sales tax</td>
</tr>
<tr>
<td>------</td>
<td>---------------</td>
<td>------</td>
<td>-------------------</td>
<td>-----</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>3.2</td>
<td>Conduct one (1) outreach exercise/quarter in each of UNRWA areas (Irbid, Zarqa, and Amman) for beneficiaries.</td>
<td>exercise</td>
<td>Quarterly</td>
<td>3.2</td>
<td></td>
</tr>
<tr>
<td>3.3</td>
<td>Develop and deliver a minimum of four (4) capacity-building exercises for UNRWA and other agencies’ field staff regarding basic PRS protection issues, referrals and other aspect to be agreed with UNRWA</td>
<td>exercise</td>
<td>Quarterly</td>
<td>3.3</td>
<td></td>
</tr>
</tbody>
</table>

* 90 cases are estimated, but the payment will be based on the actual number of cases managed by the contractor upon UNRWA’s referral.

**Note:**

a) It’s mandatory to price all items listed above. Partial offers will be rejected  
b) Refer to the Terms of Reference (Annex C) for the details of each scope.  
d) Please ensure you indicate the currency of your Financial Proposal  
e) Print this sheet, sign and Stamp. Return the signed and stamped sheet to UNRWA

Authorized Signature: ________________________________

Name and Title of Signatory: ________________________________

Name of Firm: _________________________________________

Address: ______________________________________________

Email: ________________________________________________
From: [Name of the Bank] ……………………………………………………………………
[Branch or Office] ………………………………………………………………………
[Address] ………………………………………………………………………
Fax No: […………………]

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: [474636]

Date:………………………………….

Dear Sir/Madam

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

Performance Bond No. [ ………………]

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

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

3. At the request of the Principal and in consideration of you entering into the Contract with the Principal, we [bank name…………………………………………………………………] hereby guarantee to you that we shall, without proof and notwithstanding any contest or dispute by the Principal, pay you in full, without any deductions, set-off or withholdings, any sum or sums not exceeding in total an amount of JOD [insert the amount in figures……………………………..] (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 day’s 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 ________________

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]       [name]
[title]       [title]

Witness      Witness

_________________________________   _________________________
[name]       [name]
[title]       [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’s performing any obligations under the Contract;

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

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

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

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

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

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

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

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

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.

9 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.

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 their equipment or materials in any areas within UNRWA premises or on UNRWA property without appropriate authorization from UNRWA.

5. ASSIGNMENT; SUBCONTRACTING:

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

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

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

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

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

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

6. INDEMNIFICATION:

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

6.1.1 allegations or claims that the possession of or use by UNRWA of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNRWA under the terms of the Contract, in whole or in part, separately or in 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 itself is authorized to assert and maintain. UNRWA shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

6.4 In the event the use by UNRWA of any goods, property or services provided or licensed to UNRWA by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or if it 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 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 a certificate of insurance or some 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 in 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 vest 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, 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 have 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 acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNRWA is engaged in, preparing to engage in, or disengaging from any operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, including without limitation closures, strikes and curfews, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

14. TERMINATION:

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

14.2 UNRWA may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNRWA applicable to the performance of the Contract or the funding of UNRWA applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day’s advance written notice to the
15.1.3 terminate the Contract in accordance with Article 14.1, and the Contractor shall be liable by reason of default for any loss or damage sustained and additional costs incurred by UNRWA, including without limitation any increase in the price payable by UNRWA resulting from the procurement of the services from other sources and the costs of engaging in such procurement. UNRWA may, without notice to the Contractor, apply to the payment of any such loss, damage or additional costs, by setoff or otherwise, all credits, claims or other amounts, whether or not related to the Contract, at any time owing by UNRWA to the Contractor.

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

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

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

17. SETTLEMENT OF DISPUTES:

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

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 thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 21.1, above.

22. AUDITS AND INVESTIGATIONS:

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

22.2 The Contractor acknowledges and agrees that, from time to time, UNRWA may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the contract, and the operations of the Contractor generally relating to performance of the Contract. The right of UNRWA to conduct an investigation and the Contractor’s obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor’s obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNRWA access to the Contractor’s premises at reasonable times and on reasonable conditions in connection with such access to the Contractor’s personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor’s attorneys, accountants or other 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 arbitration proceedings in accordance with Article 17.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

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

24.1 The Contractor represents and warrants that:

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

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

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

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

24.1.5 neither it, its parent entities (if any), nor any of the Contractor’s subsidiary, affiliated entities, 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.
UNRWA’s e-tendering system, In-tend is integrated with the United Nations Global Marketplace portal (www.ungm.org). Please find instructions on how to register your company and how to access the tender documentation. For further assistance, please contact UNGM at registry@ungm.org or use the Help Button on the UNGM site.

STEP 1: CREATION OF YOUR UNGM ACCOUNT
To access the tender documents, you need to complete the registration process at 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.
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.