Request for Proposal

Final Evaluation of Project: Replacing Rented Schools at Zohour – Amman (Project Number: PQ16041)

RFP Reference No.: RFP/UNRWA/CSSD/(DM)/034/2022
UNRWA Field Office: Jordan Field Office

SECTION 1: LETTER OF INVITATION

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

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

- Section 1: This Letter of Invitation
- Section 2: Instruction to Proposers
- Section 3: Data Sheet
- Section 4: Terms of Reference
- Section 5: Technical Evaluation Methodology
- Section 6: Conditions of Contract and Contract Forms
- Section 7: Proposal Forms
  - Form A: Acknowledgement letter
  - Form B: Checklist
  - Form C: Technical Proposal Submission
  - Form D: Proposer Information
  - Form E: Joint Venture/Consortium/Association Information
  - Form F: Curriculum Vitae Template
  - Form G: Project Implementation Capacity and Availability
  - Form H: Absence of Conflict of Interest
  - Form I: Financial Proposal Submission
- Section 8: Instructions for UNGM registration and Bid submission

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

Please acknowledge receipt of this RFP completing and returning the attached Form A: Acknowledgement letter by email to cssd@unrwa.org no later than 11 August 2022, at 14 Hours Amman Time indicating whether you intend to submit a proposal or otherwise. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this RFP.
You are encouraged to respond to this RFP even if you do not intend to bid to ensure that you can be included in future solicitations.

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

We look forward to receiving your proposal.

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Name: Julius Birungi

Title: Ag. Chief Central Support Services Division

24 July 2022
### SECTION 2: INSTRUCTIONS TO PROPOSERS

**GENERAL**

<table>
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<tr>
<th>1. <strong>Scope</strong></th>
<th>Proposers are invited to submit a proposal for the services specified in Section 5: Terms of Reference, in accordance with this Request for Proposal (RFP). A summary of the scope of the proposal is included in Section 3: Data Sheet. Proposers shall adhere to all the requirements of this RFP, including any amendment made in writing by UNRWA.</th>
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<tr>
<td>2. <strong>Interpretation of the RFP</strong></td>
<td>Any proposal submitted will be regarded as an offer by the proposer and does not constitute or imply the acceptance of the proposal by UNRWA as under no obligation to award a contract to any proposer as a result of this RFP.</td>
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<td>3. <strong>Supplier Code of Conduct</strong></td>
<td>All proposers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at the <a href="#">UN website</a>. Adherence to the United Nations Supplier Code of Conduct is a requirement to participate in any solicitation exercise of UNRWA. The proposer must acknowledge that UNRWA strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices. In pursuance of this policy, UNRWA: (a) Shall reject a proposal if it determines that the selected proposer has engaged in any corrupt or fraudulent practices in competing for the contract in question (b) Further to the UNRWA’s vendor sanctions policy, shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract with UNRWA or any other entity of the United Nations system of organizations if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNRWA contract. UNRWA has adopted a zero-tolerance policy on gifts and hospitality. In view of this, UNRWA personnel is prohibited from accepting any gift, even of a nominal value, including drinks, meals, food products, hospitality, calendars, stationery, transportation, recreational trips to sporting or cultural events, theme parks or offers of holidays, or and any other forms of benefits. Proposers shall not offer any forms of gifts, hospitality or benefits to UNRWA personnel. Consistent with the United Nations Supplier Code of Conduct, by submitting a Proposal, the Proposer certifies that: 1. the prices offered in the Proposal have been arrived at independently, without any consultation, communication, or agreement in any manner that would result in restriction of competition with any other Proposer or competitor relating to (a) those prices; (b) the intention to submit a Proposal, and/or (c) the methods or factors used to calculate the prices offered. 2. the prices in the Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before UNRWA issues an award under this solicitation; and 3. no attempt has been made or will be made by the Proposer to induce any other entity to submit or not to submit a Proposal for the purpose of restricting competition. Failure to comply with any of the above provisions shall result in the rejection of the Proposal(s). In addition, UNRWA reserves the right to exercise any other rights and remedies available to it.</td>
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4. Eligible proposers

Proposers shall have the legal capacity to enter into a binding contract with UNRWA. Registration with UNGM at Level 1 is strongly encouraged for all vendors wishing to conduct business with UNRWA. Instructions on how to register with UNGM can be found on the UNGM website.

All proposers found to have a conflict of interest shall be disqualified. Proposers may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by UNRWA to provide consulting services for the preparation of the design, specifications, Terms of Reference / Statements of Work, cost analysis/estimation and other documents to be used for the procurement of the services required in the present procurement process.

Proposers shall not be eligible to submit a proposal if at the time of proposal submission:

- is included in the Ineligibility List, hosted by UNGM, that aggregates information disclosed by Agencies, Funds or Programs of the UN System;
- is included in the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267/1989 list;
- is included in the World Bank Corporate Procurement Listing of Non-Responsible Vendors and World Bank Listing of Ineligible Firms and Individuals.

5. Proprietary information

The RFP documents and any Terms of Reference or information issued or furnished by UNRWA are issued solely for the purpose of enabling a proposal to be completed and may not be used for any other purpose. The RFP documents and any additional information provided to proposers shall remain the property of UNRWA. All documents which may form part of the proposal will become the property of UNRWA, who will not be required to return them to your firm.

6. Publicity

During the RFP process, a proposer is not permitted to create any publicity in connection with the RFP.

SOLICITATION DOCUMENTS

7. Clarification of solicitation documents

Proposers may request clarifications on any of the RFP documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.

UNRWA will provide the responses to clarifications through the method specified in Section 3: Data Sheet.

UNRWA shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNRWA to extend the submission date of the proposals, unless UNRWA deems that such an extension is justified and necessary.

8. Amendment of solicitation documents

At any time prior to the deadline for proposal submission, UNRWA may for any reason, such as in response to a clarification requested by a proposer, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective proposers.

UNRWA may extend the deadline for submission of proposals to give the proposers reasonable time to incorporate the amendment into their proposal.

PREPARATION OF PROPOSALS

9. Cost of preparation of proposal

The proposer shall bear all costs related to the preparation and/or submission of the proposal, regardless of whether its proposal is selected or not. UNRWA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
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<tr>
<th>10. Language</th>
<th>The proposal, as well as any related correspondence exchanged by the proposer and UNRWA, shall be written in the language(s) specified in Section 3: Data Sheet.</th>
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<tr>
<td>11. Documents establishing eligibility and qualifications of the proposer</td>
<td>The proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a proposer, its qualifications must be documented to UNRWA’s satisfaction.</td>
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<td>12. Technical proposal format and content</td>
<td>The proposer is required to submit a technical proposal using the forms provided in Section 7 and taking into consideration the requirements in the RFP. The technical proposal shall not include any price or financial information. A technical proposal containing material financial information may be declared non-responsive (i.e. may be disqualified).</td>
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<td>13. Financial proposal</td>
<td>The financial proposal shall be prepared using the form provided in Section 7 and taking into consideration the requirements in the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs. Any output and activities described in the technical proposal but not priced in the financial proposal, shall be assumed to be included in the prices of other activities or items as well as in the final total price. Prices and other financial information must not be disclosed in any other place except in the financial proposal.</td>
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<td>14. Currencies</td>
<td>All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. For the purposes of comparison of proposals, UNRWA will convert the currency quoted in the proposal into the UNRWA preferred currency, in accordance with the UN Operational Rate of Exchange on the closing date.</td>
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<td>15. Duties and taxes</td>
<td>Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNRWA as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All proposals shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in Section 3: Data Sheet.</td>
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<td>16. Proposal validity period</td>
<td>Proposals shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of proposals. A proposal valid for a shorter period may be rejected by UNRWA and rendered non-responsive. During the proposal validity period, the proposer shall maintain its original proposal without any change, including the availability of the key personnel, the proposed rates and the total price. In exceptional circumstances, prior to the expiration of the proposal validity period, UNRWA may request proposers to extend the period of validity of their proposals. The request and the responses shall be made in writing and shall be considered integral to the proposal. If the proposer agrees to extend the validity of its proposal, it shall be done without any change to the original proposal, but will be required to extend the validity of the proposal security, if required, for the period of the extension, and in compliance with Article 17 (Proposal security) in all respects. The proposer has the right to refuse to extend the validity of its proposal without forfeiting the proposal security, if required, in which case, the proposal shall not be further evaluated.</td>
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<td>17. Proposal security</td>
<td>A proposal security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in the Section 3: Data Sheet. The proposal security shall be valid for a minimum of thirty (30) days after the final date of validity of the proposal. The proposal security shall be included along with the proposal. If a proposal security is</td>
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required by the RFP but is not found in the proposal, the offer shall be rejected. If the proposal security amount, or its validity period, is found to be less than is required by UNRWA, UNRWA may reject the proposal.

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

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

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

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

18. Joint Venture, Consortium or Association

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

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

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

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

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

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

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

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

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

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

19. Only one proposal

The proposer (including the individual members of any Joint Venture) shall submit only one proposal, either in its own name or as part of a Joint Venture.

Proposals submitted by two (2) or more proposers shall all be rejected if they are found to have any of the following:

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

20. Alternative proposals

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

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

21. Pre-proposal conference

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

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

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

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

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

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

22. Site inspection

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

If it is stated in Section 3: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested proposer. Proposers participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the proposers to participate in a site inspection.

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

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

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

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

### 23. Errors or omissions

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

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

### 24. Proposers’ responsibility to inform themselves

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

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

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

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

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

### 33. Evaluation of proposals

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

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

Evaluation of proposals shall be undertaken in the following steps:

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

### 34. Preliminary examination

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

### 35. Evaluation of eligibility and qualification

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

### 36. Evaluation of technical and financial proposals

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

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

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

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

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

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

**Total Combined Score:**

\[
\text{Combined Score} = (TP \text{ Rating}) \times (\text{Weight of TP, e.g. 60 or 70%}) + (FP \text{ Rating}) \times (\text{Weight of FP, e.g., 40 or 30%})
\]
| 37. Post-qualification | UNRWA reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the proposer. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:

   a) Verification of accuracy, correctness and authenticity of information provided by the proposer;
   b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
   c) Inquiry and reference checking with Government entities with jurisdiction on the proposer, or with previous clients, or any other entity that may have done business with the proposer;
   d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;
   e) Physical inspection of the proposer’s offices, branches or other places where business transpires, with or without notice to the proposer;
   f) Other means that UNRWA may deem appropriate, at any stage within the selection process, prior to awarding the contract. |

| 38. Clarification of proposals | UNRWA may request clarification or further information in writing from the proposers at any time during the evaluation process.

   UNRWA may use such information in interpreting and evaluating the relevant proposal but is under no obligation to take it into account.

   Any unsolicited clarification submitted by a proposer in respect to its proposal which is not a response to a request by UNRWA, shall not be considered during the review and evaluation of the proposals. |

| 39. Responsiveness of proposal | UNRWA’s determination of a proposal’s responsiveness is to be based on the contents of the proposal itself. A substantially responsive proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

   a) affects in any substantial way the scope, quality, or performance of the services specified in the contract; or
   b) limits in any substantial way, inconsistent with the solicitation documents, UNRWA’s rights or the proposer’s obligations under the contract; or
   c) if rectified would unfairly affect the competitive position of other proposers presenting substantially responsive proposals.

   If a proposal is not substantially responsive, it shall be rejected by UNRWA and may not subsequently be made responsive by the proposer by correction of the material deviation, reservation, or omission. |

| 40. Nonconformities, reparable errors and omission | Provided that a proposal is substantially responsive, UNRWA may waive any non-conformities or omissions in the proposal that, in the opinion of UNRWA, do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other proposers.

   Provided that a proposal is substantially responsive UNRWA may request the proposer to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the proposer to comply with the request may result in the rejection of its proposal.

   For financial proposals that have been opened, UNRWA shall check and correct arithmetical errors as follows:

   a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNRWA there is an obvious misplacement of the decimal point in the unit price; in which case,
the line item total as quoted shall govern and the unit price shall be corrected; 

b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and 

c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

If the proposer does not accept the correction of errors, its proposal shall be rejected and its proposal security may be forfeited.

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

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

AWARD OF CONTRACT

42. Award criteria

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

43. Right to vary requirement at time of award

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

44. Notification of award

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

45. Debriefing

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

46. Publication of contract award

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

47. Performance security

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

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

48. Bank guarantee for advance payment

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

49. Liquidated Damages

If specified in Section 3: Data Sheet, UNRWA shall apply Liquidated Damages for the damages and/or risks caused to UNRWA resulting from the Contractor’s delays or breach of its obligations as per the Contract. The payment or deduction of such liquidated damages shall not relieve the Contractor from any of its other obligations or liabilities pursuant to any current contract or purchase order.
| **50. Proposal protest** | Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint. The bidder may as a first step protest directly to the relevant Awarding Authority within ten working days of receipt of the notification that the bidder has not been awarded a contract (or publication of award). The Awarding Authority will review the protest and provide a reply to the bidder. The bidder may forego this step and protest directly to the Chief, Central Support Services Division of UNRWA. |
The following specific data shall complement, supplement or amend the provisions in Section 2: Instructions to Proposers. In case there is a conflict, the provisions herein shall prevail over those in Section 2: Instructions to Proposers.

<table>
<thead>
<tr>
<th>Ref. Article in Section 2</th>
<th>Specific Instructions / Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Scope</td>
<td>The reference number of this Request for Proposal (RFP) is RFP/UNRWA/CSSD/(DM)/034/2022. The services include the Final Evaluation of Project: Replacing Rented Schools at Zohour – Amman (Project Number: PQ16041), as further described in Section 5 of this RFP.</td>
</tr>
<tr>
<td>4. Eligible proposers</td>
<td>Proposers from all countries/territories are eligible to participate in this proposal process.</td>
</tr>
<tr>
<td>7. Clarification of solicitation documents</td>
<td>Contact details for clarification of solicitation documents: E-mail address: <a href="mailto:tender.queries@unrwa.org">tender.queries@unrwa.org</a>. Clarifications are only accepted either via e-mail to <a href="mailto:tender.queries@unrwa.org">tender.queries@unrwa.org</a>, (please insure to include the Request for Proposal Reference Number (RFP/UNRWA/CSSD/(DM)/034/2022) in the Subject), or via in-tend “correspondences” functionality -if electronically tendered via In-tend, bearing the same tender number. <strong>ATTENTION: PROPOSALS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR PROPOSAL SUBMISSION AS SET OUT BELOW (see Data Sheet Article 26). FAILING TO DO SO MAY LEAD TO DISQUALIFICATION OF THE PROPOSAL.</strong></td>
</tr>
<tr>
<td>10. Language</td>
<td>All proposals, information, documents and correspondence exchanged between and the proposers in relation to this solicitation process shall be in English</td>
</tr>
<tr>
<td>14. Currencies</td>
<td>Prices shall be quoted in US Dollar</td>
</tr>
<tr>
<td>15. Duties and taxes</td>
<td>All prices shall: Be exclusive of VAT and other applicable indirect taxes.</td>
</tr>
<tr>
<td>16. Proposal validity period</td>
<td>120 days</td>
</tr>
<tr>
<td>17. Proposal security</td>
<td>Not Required</td>
</tr>
<tr>
<td>20. Alternative proposals</td>
<td>Shall not be considered.</td>
</tr>
<tr>
<td>21. Pre-proposal conference</td>
<td>Will not be conducted</td>
</tr>
<tr>
<td>22. Site inspection</td>
<td>A site inspection will not be held.</td>
</tr>
</tbody>
</table>
26. **Instructions for proposal submission**

Allowable manner of submitting proposals:

☑️ **E-tendering (In-Tend)**

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

All proposals will be submitted through In-Tend. The Financial Proposal and the Technical Proposal must be completely separated and each of them must be submitted in its own individual placeholder in the e-tendering system, as appropriate. No Financial Proposal quotes or any related financial information should appear in the Technical Proposal placeholder.

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

27. **Deadline for proposal submission**

Date: 18 August 2022  
Time: 13:00 HRS (1:00 PM)  
Time zone: Amman Time

36. **Evaluation of technical and financial proposals**

Evaluation will be based on:

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

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

To be substantially compliant, Proposers must obtain a minimum threshold of 60% of maximum points.

**Contract award to one or more proposers**

UNRWA may award a contract to:

One Bidder Only

**Expected date for commencement of contract**

20 September 2022

47. **Performance Security**

Not required

48. **Advance payment**

Not Allowed  
If allowed Bank Guarantee Required

49. **Liquidated damages**

Will not be imposed
## SECTION 4: TERMS OF REFERENCE

### Final Evaluation of Project: Replacing Rented Schools at Zohour – Amman  
**(Project No. PQ16041)**

#### I. Background, Context and Project Objectives

<table>
<thead>
<tr>
<th>Project number:</th>
<th>PQ16041</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project title:</td>
<td>Replacing rented schools at Zohour</td>
</tr>
<tr>
<td>Duration:</td>
<td>19 July 2016 to 31 July 2018 (original)</td>
</tr>
<tr>
<td></td>
<td>19 July 2016 to 30 June 2021 (actual)</td>
</tr>
<tr>
<td>Location:</td>
<td>Amman, Jordan</td>
</tr>
<tr>
<td></td>
<td>GPS coordinates: 31.919415, 35.913397</td>
</tr>
<tr>
<td>Size:</td>
<td>Area of school building: 5,180 m²</td>
</tr>
<tr>
<td></td>
<td>Area of school compound: 5,063 m²</td>
</tr>
<tr>
<td></td>
<td>Number of rooms: 26 classrooms, 8 specialized rooms</td>
</tr>
<tr>
<td></td>
<td>Number of stories in the building: 5</td>
</tr>
<tr>
<td></td>
<td>Number of water reservoirs: 2</td>
</tr>
<tr>
<td></td>
<td>Size of PV system: 93.93 kWp/ 90 kWac</td>
</tr>
<tr>
<td>Linkages to Agency Mid Term Strategy and Jordan Field Response Plan:</td>
<td>To contribute to:</td>
</tr>
<tr>
<td></td>
<td>UNRWA’s MTS goal: Refugees lead a long and healthy life, are knowledgeable, have a decent standard of living and enjoy human rights.</td>
</tr>
<tr>
<td></td>
<td>MTS Strategic Outcome 3: School-aged children complete quality, equitable and inclusive education.</td>
</tr>
<tr>
<td>Total Approved Budget:</td>
<td>USD 3,847,038</td>
</tr>
<tr>
<td>Total Expenditure:</td>
<td>USD 3,529,826, as of 31 December 2021</td>
</tr>
<tr>
<td>Donors:</td>
<td>United States of America through the Bureau of Population Refugees and Migration (BPRM)</td>
</tr>
<tr>
<td>Project Manager:</td>
<td>Chief, Infrastructure and Camp Improvement Programme</td>
</tr>
<tr>
<td>Type and time frame of evaluation:</td>
<td>Final Evaluation- August to December 2022</td>
</tr>
<tr>
<td>Timeframe of the project covered by the evaluation:</td>
<td>19 July 2016 to 31 August 2022</td>
</tr>
<tr>
<td></td>
<td>(Construction completed - June 2021,</td>
</tr>
<tr>
<td></td>
<td>School operational- August 2021- August 2022)</td>
</tr>
<tr>
<td>Geographical coverage of the evaluation:</td>
<td>Zohour school catchment in South Amman, Jordan</td>
</tr>
<tr>
<td>Type of School:</td>
<td>Double shift</td>
</tr>
<tr>
<td>Type and year of past evaluations (if any):</td>
<td>None</td>
</tr>
</tbody>
</table>

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a. UNRWA is a United Nations agency established by the General Assembly in 1949 with a mandate to provide humanitarian assistance and protection to registered Palestine refugees in the Agency’s area of operations, namely the West Bank, including East Jerusalem, Gaza, Jordan, Lebanon and Syria, pending a just and lasting solution to their plight. Thousands
of Palestine refugees who lost both their homes and livelihood because of the 1948 conflict have remained displaced and in need of significant support for over seventy years. UNRWA helps them achieve their full potential in human development through quality services it provides in education, health care, relief and social services, protection, infrastructure and camp improvement, microfinance and emergency assistance. UNRWA is funded almost entirely by voluntary contributions.

b. Recognizing that education is fundamental to helping each child achieve their full potential and human rights, UNRWA has worked for nearly 70 years to ensure that Palestine refugee children have access to quality education. Quality education helps young Palestine refugees understand the world in which they live and promotes values of tolerance, cultural identity, and gender equality. Through its education system, UNRWA aims to ensure that Palestine refugee students develop their full potential and become “confident, innovative, questioning, thoughtful, and open-minded, to uphold human values and tolerance, proud of their Palestinian identity and contributing positively to the development of society and the global community”.

c. UNRWA operates 702 elementary and preparatory schools in its five fields of operation, including nine secondary schools in Lebanon, providing free basic education for more than 544,000 Palestine refugee children. UNRWA schools follow the host authorities’ curricula and textbooks. UNRWA supplements these with its own materials on human rights.

d. In addition, technical vocational training and higher education is provided at eight Vocational Training Centres for more than 7,900 Palestine refugees in all fields of operations and for more than 2,000 students in 2 educational science faculties (teacher training institutes, one in the West Bank and one in Jordan).

e. In 2011, UNRWA initiated a range of management and operational reforms to its education programme with an aim to introduce a “student-centred” teaching approach, with an emphasis on developing the creative, logical, critical-thinking and decision-making abilities of students through active learning methods. Furthermore, the UNRWA Jordan Field Office (JFO) Strategic Response Plan 2016-2022 outlined how the protection of refugees’ fundamental rights and access to basic services will be achieved while emphasising the need to improve the quality of services provided. A key component of Strategic Outcome 3: School-aged children complete quality, equitable and inclusive education, is to improve the learning environment in schools and identify alternatives for the rented schools in most urgent need of replacement.

f. UNRWA’s education programme in Jordan provides elementary and preparatory education (Grades 1-10) to 119,781 students through 161 schools. The number of schools available to support the field’s student population is inadequate and most schools operate on a double-shift basis. The percentage of schools operating on a double shift basis ranged between 89% (2016/17) to 83.2% (2021/22). To overcome shortages in facility needs, the JFO has rented buildings to support enrolment demands and in the 2021/2022 school year 26,759 (22.6% of enrolment) students were studying from converted non-purpose-built buildings. These schools were initially established as a temporary solution and a review carried out in 2013 identified several rented schools, in addition to some purpose-built school facilities, that fell well below UNRWA’s educational and safety standards. As a response, the JFO has worked to replace the rented premises. The number of schools operating from rented buildings (30) stood at 53 as of February 2022 from 57 in 2016.

g. Since the rented schools were not constructed to serve as schools, they are not appropriate for conducive learning. These buildings lack safety standards and access support for persons with disabilities. The rented schools also pose an operational efficiency issue. The input unit cost per student is considerably higher than the cost in other UNRWA owned purpose-built schools due to the low pupil-to-teacher ratio. A study conducted in 2013 showed that the input unit cost for UNRWA owned purpose-built-school in Jordan was $595 whereas the input unit cost for rented-non-purpose-built-school was $986. Given the persistent financial constraints influencing UNRWA’s operating environment, addressing the rented schools issue improves cost efficiency while ensuring quality service provision.

h. Against this context, UNRWA developed the project “Replacing rented schools at Zohour” to replace four rented girls’ schools -- all operating in double shifts from two buildings – in Zohour, South Amman area, into one larger, single purpose-built-school building, i.e., Zohour Preparatory and Elementary Girls School. The project aimed to construct a new school, encompassing energy-efficient features, to accommodate the four administrative schools and offer a quality learning environment for UNRWA students and teachers.

1 UNRWA 2021/22 Statistics Bulletin
2 UNRWA 2021/22 Statistics Bulletin
3 UNRWA HE Efficiency Report- April 2013
i. The project was funded by the Government of the United States through the Bureau of Population Refugees and Migration (BPRM) in August 2016 with a total value of USD 3,847,038 for the construction of the new purpose-built school block. This contribution covered preparatory work, the completion of the design and estimate, tendering and awarding of the contract, obtaining the necessary permits from the Government of Jordan for school construction, construction works, tendering for the school furniture and equipment, delivery and installation of the procured items, and the official handing over of the new Zohour School to UNRWA.

j. The total duration of the project as per the original plan was estimated at 24 months and the work was planned to commence in August 2016, however completion was delayed due to multiple issues\(^5\). Construction was completed in February 2021\(^6\), other finishing tasks were completed by June 2021, the school was handed over to UNRWA in August 2021, and the school started operating in the same month.

k. The project design was expected to contribute to the strategic objectives of the UNRWA Medium-Term Strategy 2016-2022 (MTS) concerning educational access and educational quality and outcomes against set standards. The project was designed to contribute to the MTS Strategic Outcome 3: School-aged children complete quality, equitable and inclusive education.

l. The anticipated outcomes of the project were outlined in a project log frame (Annex 1) and were as follows:
   i. Increased access to quality teaching and learning environment for Palestine refugee children in Zohour.
   ii. Mitigation of adverse effects on the operational efficiency of Zohour schools by replacing costly rented schools and introducing energy-efficient measures.

m. The project’s planned outputs were:
   i. Replacement of 2 rented school buildings (4 administrative schools) with 1 purpose-built disability and environmentally friendly school building which will enhance the quality of learning and inclusive access.
   ii. Reduction in Zohour School operating costs because of efficiency in the utilization of human resources and adoption of energy and water efficiency measures.

n. The project agreement and other relevant documents stated in Annex 3 will be provided to the selected Evaluation Team.

### Typology of stakeholders

<table>
<thead>
<tr>
<th>Stakeholders</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Direct Beneficiaries/Users of School</strong></td>
<td></td>
</tr>
</tbody>
</table>
| Students (age 6 to 16) | • Users of facility  
• Protect and keep facility clean |
| Principals, Deputy Principals, Teachers, and School Attendants | • Users  
• Daily management of property  
• Ensure optimal utilisation |
| School Parliaments | Participation in review of architectural design/layout plan |
| Community | Protection of school property from vandalism as part of the expected responsibility of community/PTA |
| Parents/guardians | Students’ well-being and protection at home and school |
| **Project Implementors** | |
| UNRWA Jordan Education Program | • Ensure implementation in line with UNRWA Education Programme’s priorities and objectives.  
• Management of soft components, such as identification of physical space requirements, furniture, equipment, communication with students and parents and ensure students and staff participation in design review.  
• School operations management, staffing / manning table management |

\(^5\) Multiple factors influenced delays including obtaining governmental approvals, the tendering process for hiring construction contractors, and design amendments.

\(^6\) Work related to installation of the PV system was completed after this period.
## Evaluation Purpose, Objectives and Scope

### Purpose and Objectives

a. The purpose of the final evaluation is to assess the performance of the project against its established goals and to support both accountability and learning. In doing so, the evaluation will provide BPRM and UNRWA with evidence-based findings, conclusions, and recommendations for the Zohour School valuable for accountability and decision-making for future school construction projects. It will also fulfill the funding agreement requirement with BPRM that requires a final evaluation of the project, 1 year after the handover of the school by the contractor. The main users of the evaluation will be UNRWA and BPRM.

b. The objectives of the evaluation are:
   
i. to analyse the contributions of the new school and the merger of the rented schools on programme efficiency (cost savings from greening initiatives, teacher ratios and class formation); and
   
ii. to assess the contribution of the project towards enhancement of the access to and the quality of education.

### Scope

a. The evaluation will cover all components of the results framework of the Zohour Project starting from July 2016 until August 2022, including one year after the school was handed over to UNRWA.

b. The geographic coverage of the evaluation will be Zohour Preparatory and Elementary Girls School located in South Amman and the school catchment area. The exercise will require interactions with the direct beneficiaries, school children, their parents, school staff (2,471 female students, their parents and 76 educational staff as of 31 December 2021) and community members. The project site can be easily accessed by car within 30 minutes from UNRWA JFO, Bayader Wadi Al-seer. There are no access restrictions. For the main building, an elevator with accessibility feature is available.

c. It is expected that most of the working parents will be available for interviews after working hours and most of them will be responsive to the key informant interview (KII) requests facilitated by UNRWA social workers. Gender-sensitive timings for scheduling KIIs and reasonable accommodation/accessibility provisions for children with disabilities during KIIs will be
III. Evaluation criteria and key questions

The line of inquiry should be guided by the standards set by the UNEG and follow the evaluation criteria of the Organisation for Economic Cooperation and Development / Development Assistance Committee (OECD-DAC). In addition, the evaluation is expected to fully integrate dimensions of gender, human rights, disability, and environmental sustainability throughout the evaluation process. The evaluation should explore how the needs and vulnerabilities of girls, including students with disabilities, and the positive impact on the environment have been considered in the selection of site, design and implementation, and monitoring of the project. Within this context, the evaluation should focus on the following criteria and tentative key questions. During the inception phase, the evaluation team is expected to narrow the evaluation questions, and fully elaborate the research approach and methods to finalise the evaluation matrix (Annex 2).

Relevance and Coherence — how relevant was the project to the needs of refugee students and school staff, and coherent to UNRWA policies guidelines? To what extent did the project address the needs of students, school staff and parents?

i. Were the mechanisms used to involve stakeholders in the school design and implementation sufficient and appropriate?

ii. How coherent was the project with UNRWA’s protection policies, gender and disability strategies and UN’s commitments to environmental sustainability?

Efficiency – how well planned and coordinated was the project?

i. How efficient were project management processes, including coordination, administrative arrangements and risk management?

ii. How appropriate was the school design (including seismic resistance) and construction estimation to the norms and standards of educational facilities (UNESCO and GoI) and tendering processes to the norms and standards of UNRWA procurement?

iii. To what extent the project demonstrated cost effectiveness and value for money?

iv. Were the project setup and the duration appropriate for the achievement of project outcomes/outputs? Were the delays justified and the issues related to delays handled appropriately?

Effectiveness — to what extent did the school construction project meet its objectives?

i. To what extent did the project meet its stated objectives, considering outputs and outcomes?

ii. What were the major factors that influenced the achievement of the project’s stated objectives, both positive and negative?

iii. How appropriate was school design for effective teaching and learning (e.g., size of classrooms, location of different facilities) in meeting the needs of the students, staff and parents/visitors?

iv. Were topography, location and safety factors considered adequately during the planning and operational phases of the school building?

v. How appropriate was the design to ensure that the project equitably met the needs of students, including those with physical disabilities, and school staff?

Impact/results — what short-term outcomes have the new school contributed to, and what contributions are expected in the longer term?

i. How is the new facility contributing to the teaching and learning environment and the lives of teachers, students, including those with disability, and school attendants?

ii. What is the environmental impact of the new school? How well did UNRWA construction practices mitigate any negative impacts on the environment?

iii. What unintended outcomes (positive and negative) were produced?

iv. Is the Agency’s monitoring system adequately supporting outcome and impact measurement and include qualitative measures and beneficiary input?

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8 It will be difficult for the evaluation to demonstrate impact since the school has been operational for less than one academic year. The evaluators should seek to demonstrate how and in what ways the new school is expected to contribute to high-level outcomes.
v. What operational cost savings, both estimated and realised, have occurred?

**Sustainability – what are the major factors influencing the sustainability of the new school?**

i. How adequately are students, parents, teachers and school attendants being engaged in school care activities?

ii. Are school maintenance activities adequate and to what extent is Agency funding available to support school maintenance requirements?

iii. What feedback mechanisms are known/used by stakeholder groups and is feedback being used to inform decision making?

**Gender, protection, disability environment and advancing SDGs— how has the project considered and contributed to these issues:***

i. To what extent has the project adequately considered cross-cutting dimensions, including gender, considering needs of women, men, girls and boys, protection and persons with disability, elimination of child labour, fair labour conditions, ethical issues in the supply chain.

ii. To what extent did the project contribute to energy efficiency and environment friendly construction practices that promote environmental and operational efficiency and effectiveness.

**IV. Methodology**

a. The evaluation will adopt a mix-method approach to answer the research questions outlined above. Information collected will be triangulated to ensure the soundness of the analysis.

b. The technical proposal should include representative sample size for KII and estimated number of FGDs with information on their focus.

c. Sampling methodology will represent the stakeholders listed in the Typology of Stakeholders and others identified during the Inception Phase. Students with disabilities and their parents/caregivers must be well represented in KIIs and FGDs.

d. The space used for conducting interviews will be gender and disability sensitive. Data will be collected with data disaggregation by sex, age, disability, etc. The voices of traditionally marginalised groups will be represented.

e. Data and information collection methods will be human-rights-based, including child-rights-based and gender-sensitive. This will include but not limited to: (a) structured document review and content analysis of key documents (to be provided to the successful evaluation service provider); (b) secondary analyses of data (UNRWA MTS, Strategic Response Plan of JFO), pre-project and post-project school staff data and expenditure, average monthly expenditure on electricity and water; (c) semi-structured interviews and focus group discussions with students, teacher, parents, community, project staff, and the Department of Palestinian Authority; and (d) online/F2F survey of parents and students.

f. A Theory of Change was not constructed during the conception phase of the project. UNRWA welcomes the formulation of Theory of Change for the project if the evaluation team finds it necessary.

**V. Ethical Standards**

a. All those engaged in designing, conducting and managing evaluations should conform to UNEG Ethical Guidelines for Evaluation.

b. Given the centrality of children (students) to this project, their views should be considered and embedded in the research approach. Child protection, as well as the unique needs of children with disabilities and those with learning difficulties will need to be highly respected to ensure the research is relevant, useful and valid. The evaluation team is required to review and adhere to the UNEG Ethical Guidelines for Evaluation.

c. The evaluation team is expected to develop protocols to explain the expected role/contribution of children, and to make proper assessments to ensure that participation does not expose the children to harm. The team should make all necessary adaptations, accommodations, and modifications to be inclusive of children with a variety of impairments during the execution of the evaluation, considering for example visually impaired participants.

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9 Road safety, etc. in and around the school to be included.

10 2,471 female students, 76 staff and an estimate 2,471 parents as of 31 December 2021.
d. Ethical principles for evaluation include obligations on the part of evaluators to behave ethically in terms of:
   i. Intentionality: giving consideration to the utility and necessity of an evaluation at the outset;
   ii. Conflict of interest: exercising the commitment to avoid conflicts of interest in all aspects of their work, thereby upholding the principles of independence, impartiality, credibility, honesty, integrity and accountability;
   iii. Interactions with participants: engaging appropriately and respectfully with participants in evaluation processes, upholding the principles of confidentiality and anonymity and their limitations; dignity and diversity; human rights; gender equality; representation of disability; and the avoidance of harm;
   iv. Evaluation processes and products: ensuring accuracy, completeness and reliability; inclusion and non-discrimination; transparency; and fair and balanced reporting that acknowledges different perspectives; and
   v. Discovery of wrongdoing: discreetly reporting the discovery of any apparent misconduct to a competent body.11

e. The evaluation team will respect the rights of institutions and individuals to provide information in confidence, ensure that sensitive data is protected and that it cannot be traced to its source and must validate statements made in the report by those who provided the relevant information. Evaluators will obtain informed consent for the use of personal information from those who provide it. When evidence of wrongdoing is uncovered, it must be reported discreetly to a competent body (such as the relevant office of audit or investigation).

VI. Implementation of the Evaluation:

a. The evaluation will be guided by the UNRWA Evaluation Policy, Standards and Procedures for Quality Assurance in Evaluation and conducted in accordance with the United Nations Evaluation Guidelines (UNEG), Norms and Standards for Evaluation. It is expected that the service provider/team will conduct the evaluation in three broad phases: inception, field and reporting phases as described below:

1. Inception phase
   i. A desk review will be conducted by the evaluation team remotely. The relevant documents will be shared with the evaluation team.
   ii. Briefing meetings will be conducted with the UNRWA Front Office, Project Manager, Donor Relations Office, Education Programme, Area Management, Infrastructure and Camp Improvement Programme, Project Support Office and BPRM.
   iii. Consultation meeting will be conducted with UNRWA HQ and field office protection experts.
   iv. Based on the desk review and the meetings, the evaluation team will propose modifications of the terms of reference (ToR) in the draft inception report with justifications, complete the evaluation matrix, finalise the methodology for the evaluation, work with UNRWA to finalise a stakeholder inventory and outline a detailed work plan, including the list of people to be interviewed, timeline and roles and responsibilities of the team members. All these details will be submitted as an inception report.

2. Data collection and analysis phase
   i. According to the data collection plan, a field visit to Zohour will be conducted to assess the completed school building and to conduct interviews and Focus Group Discussions (FGD) with beneficiaries – students, staff, parents, community and other relevant stakeholders.
   ii. Technical meetings will be organized with the relevant departments/programmes as necessary.
   iii. The evaluation team will ensure adequate consultation with the Zohour school administration, teachers, members of the community, the Department of Palestinian Affairs and the representatives from BPRM.
   iv. Any significant changes in the agreed work plan as per the inception report shall be immediately discussed and agreed upon with the evaluation manager.
   v. At the end of the fieldwork phase, an overview of the methodology, preliminary findings and recommendations shall be presented to UNRWA and BPRM.

3. Reporting phase
   i. A draft report including findings, conclusions and recommendations will be prepared. The team leader will ensure assessments are independent, objective and balanced, statements are accurate and verifiable, and recommendations are realistic.
   ii. The draft report will be submitted to UNRWA for review and comments. The draft report will be revised based

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11 The UNEG Ethical Guidelines for Evaluation (available at: www.unevaluation.org/document/detail/102) and UNEG Code of Conduct for Evaluation in the UN System (available at: www.unevaluation.org/document/detail/100) provide more details on the ethical principles to be upheld and specific guidance on how to do so.
on the comments and feedback received from the Evaluation Reference Group (ERG)\textsuperscript{12} members and other stakeholders. While potential quality issues, factual errors or methodological problems should be corrected, comments linked to diverging judgments may be either accepted or rejected. In the latter instance, the team leader should explain the reasons in writing. All deliverables should be in English; however, the executive summary of the final report should also be submitted in Arabic.

iii. The final report must comply with UNRWA evaluation quality standards. The evaluation team will systematically apply the quality standards checklist provided by UNRWA. The text of the report should be illustrated, as appropriate, with maps, graphs, case studies, and tables. A map of the project area is to be attached in the annex.

<table>
<thead>
<tr>
<th>Phases</th>
<th>Key milestones/Tasks</th>
<th>Indicative timeline and level of effort</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inception</td>
<td>Desk review</td>
<td>September 2022- 10 working days (over a period of 4 weeks)</td>
</tr>
<tr>
<td></td>
<td>Briefing meetings</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Development of evaluation matrix, any changes to the original ToR to be presented with justifications</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Submission of inception report</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Incorporation of feedback from UNRWA ERG.</td>
<td></td>
</tr>
<tr>
<td>Data collection and analysis</td>
<td>Data collection through field visits, FGDs, interviews, meetings, etc.</td>
<td>October 2022- 15 working days (Over a period of 4 weeks)</td>
</tr>
<tr>
<td></td>
<td>Analysis and development of findings</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Presentation of preliminary findings, including answers to each evaluation question stating information already gathered and their limitations, issues to be still covered and recommendations.</td>
<td></td>
</tr>
<tr>
<td>Reporting</td>
<td>Draft report writing and submission</td>
<td>November 2022- working 15 days (Over a period of 8 weeks)</td>
</tr>
<tr>
<td></td>
<td>2 rounds of comments on draft report from (a) First round- Evaluation manager and (b) Second round- ERG and donor</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 rounds of consolidation of comments and revision of the report</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Submission of the final report and an Executive Summary for publication</td>
<td></td>
</tr>
<tr>
<td>Management response and publication</td>
<td>To be completed by UNRWA</td>
<td>December 2022</td>
</tr>
</tbody>
</table>

**VII. Deliverables and Payment:**

The deliverables, the requirements of the deliverables and the payment structure are outlined as below:

<table>
<thead>
<tr>
<th>Type</th>
<th>Number of Pages</th>
<th>Main Content</th>
<th>Payment</th>
</tr>
</thead>
</table>
| Inception report    | No more than 5 pages, excluding annexes | • Final methodology answering the evaluation questions, any changes to the original ToR to be presented with justifications  
• Data collection techniques  
• Measures included in the study protocol for the management, storage and destruction of data after the end of the evaluation | 30% of the contract value upon satisfactory submission of the final inception report and its acceptance by UNRWA. |

12 Elaborated in section VIII
VIII. Arrangements for Managing the Evaluation:

a. The evaluation will be managed by UNRWA, JFO. The team leader will report to the evaluation manager in UNRWA, who will serve as the first point of contact for outputs from the evaluation team. The evaluation manager will provide all documents and information, and facilitate logistical support required to the evaluation team.

b. An Evaluation Reference Group (ERG), consisting of representatives from relevant UNRWA programmes from HQ and JFO and other stakeholders, including Department of Palestinian Affairs, and chaired by JFO’s Deputy Director of Programme will be established. ERG will provide technical inputs and guidance to the evaluation service provider at key stages of the evaluation. Endorsement by the ERG will be required on the inception and the final report. A comment tracker should be provided to reflect the consideration of substantive feedback to the draft evaluation report including, an explanation for non-integration of feedback if any.

c. The evaluation team is expected to undertake the evaluation in consultation with UNRWA, in full accordance with the ToR outlined herewith and in full compliance with the norms and standards for evaluation in the UN System issued by the UNEG, and the UNRWA Standards and Procedures for Quality Assurance in Evaluation. The evaluation deliverables will be quality-assured by the evaluation manager and the Evaluation Division of the Department of Internal Oversight Services (DIOS) will provide technical backstopping throughout the process. The quality assurance process will not interfere with the views and independence of the evaluation but will ensure that the findings are backed by evidence and are the basis of the conclusions and recommendations.

IX. evaluation team composition and required competencies

The evaluation will be carried out by a mixed team comprising of expertise in evaluation, basic education, and school design and construction. The vendor must have experience in conducting at least three evaluations in the area of education, preferably in the field of school construction or improvement of teaching and learning environment.

a. The team leader is required to have the following qualifications:
   1. an advanced University degree (Masters or equivalent) in Education, Social Science or related area;
2. extensive experience in leading and conducting evaluations (minimum of leading and conducting seven evaluations), including a few educational innovation projects, preferably in the field of school construction or improvement of teaching and learning environment;

3. knowledge of environmental context of students’ teaching and learning;

4. experience in applying gender, age and disability dimensions in evaluation and research; and

5. fluent in oral and written English, including evaluation reports authored or co-authored in English.

Desirable:
6. experience of working with UN Agencies; and

b. For the other team members, at least 5 years of relevant work experience in one of the following areas. Collectively, the team experience should cover all the required areas mentioned below:
   1. schools design and construction projects;
   2. read and interpret design drawings;
   3. environmentally friendly and energy efficient design and construction work; and
   4. knowledge of installation and use of rainwater harvesting system.

c. The team should include at least one female member, preferably a levant Arabic speaker, for conducting interviews with girl students, female teachers, parents and community members to support gender sensitive data collection and analysis.

d. The team should include an interpreter for meetings/interviews to be held in Arabic, in case the core team members cannot communicate in Arabic.

e. The team leader’s CV should include full contact details of three referees for relevant evaluations conducted by the team leader. A positive reference check is essential irrespective of passing score in the technical assessment.

Selection criteria
The proposal will be evaluated by using the best value for money approach (combined scoring method). Technical proposal will be evaluated applying the following criteria. The minimum passing score for the overall proposal will be 70% out of 100%.

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Technical criteria of the proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Corporate profile and experience</td>
</tr>
<tr>
<td>2</td>
<td>Team leader’s profile and extensive experience in conducting and leading evaluations</td>
</tr>
<tr>
<td>3</td>
<td>Team member(s) profile and experience</td>
</tr>
<tr>
<td>4</td>
<td>Team's experience in mainstreaming gender, human rights, and disability inclusion dimensions in evaluation methods.</td>
</tr>
<tr>
<td>5</td>
<td>Team leader’s experience of working with UNRWA or other UN Agencies</td>
</tr>
<tr>
<td>6</td>
<td>Robustness of technical proposal</td>
</tr>
<tr>
<td>7</td>
<td>Commitment to sustainability</td>
</tr>
</tbody>
</table>

X. Application Process
The application will be assessed on technical merits and cost of the proposal. The proposal should be no more than 9 pages (excluding proposal forms, incorporation certificate, list of projects, reference letters, sample reports and CVs):

1. a cover letter that demonstrates the capabilities and history of the evaluation service provider/team leader in conducting evaluation, and highlights the experience, skills and competencies of the team members (2 pages), and CV’s of the team members;

2. a detailed methodology that reflects a sound understanding of the scope of the assignment and elaborates on the approach and methods the evaluation team will use to address the evaluation objectives (3 pages);

3. a brief overview on timeline and work plan based on different phases of the assignment (1 page); and

4. Financial proposal (3 pages, Forms I-1, I-2 & I-3) to be submitted separately as per the instruction outlined in the Request for Proposal (RFP).
### ANNEX 1. PROJECT LOG FRAME

#### UNRWA Mid-Term Strategy Goal:
**To contribute to UNRWA’s MTS goal: Refugees lead a long and healthy life, are knowledgeable, have a decent standard of living and enjoy human rights**

**UNRWA Operational Response SO 3: School-aged children complete quality, equitable and inclusive basic education in Zohour through:**

<table>
<thead>
<tr>
<th>Intervention Logic</th>
<th>Indicators</th>
<th>Sources of Verification</th>
<th>Assumptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Increased access to quality learning and learning environment for Palestine refugee children in Zohour.</td>
<td>1.1 10.5% reduction in the number of worst condition rented school buildings (2 out of 20 rented school buildings). 1.2 Increased enrolment capacity from 2063 current total to 2600. 1.3 Presence of students with disabilities in the school.</td>
<td>• 2016 Agency Strategic Response Plan (ASRP) Review Report  • Class formation report  • Manning table of Zohour School  • Level of satisfaction by direct users with newly constructed and/or upgraded schools (UNRWA JFO Field Implementation Plan Indicator)  • End of Project Evaluation</td>
<td>Situation in the country remains stable.</td>
</tr>
<tr>
<td>2. Mitigation of adverse effects on operational efficiency of Zohour schools through replacing costly rented schools and through introduction of energy efficient measures.</td>
<td>2.1 Estimated reduction in operating expenditure by approximately US $ 575,000 per year.</td>
<td>• 2016 ASRP Review Report  • Comparative analysis of annual utility expenditure reports of last 2 years and 1 year after the project  • End of Project Evaluation</td>
<td>Situation in the country remains stable.</td>
</tr>
</tbody>
</table>

- Outputs: SP Output 3.1: Quality learning ensured and SP Output 3.2: Inclusive access ensured

1.1 Replaced two rented school buildings (4 administrative schools) with 1 purpose-built  1.1.a 26 classrooms (elementary and preparatory) level double-shift school building constructed within 24 months  • Approved designs, and tender documents  • Staff transfer to new schools will be smooth.
<table>
<thead>
<tr>
<th>intervention logic</th>
<th>indicators</th>
<th>sources of verification</th>
<th>assumptions</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>disability and environmentally friendly school building which will enhance quality of learning and inclusive access</strong></td>
<td>from the date of project start as per GoJ and UNRWA standards for infrastructure, security, safety, disability access, etc. to the satisfaction of end users.</td>
<td>• Zohour School class formation tables&lt;br&gt;• EMIS data on disability and gender of students&lt;br&gt;• Purchase orders&lt;br&gt;• Photos of new school building&lt;br&gt;• School handover report&lt;br&gt;• Periodic progress reports</td>
<td>Teachers, parents and students are receptive of environment friendly measures.</td>
</tr>
</tbody>
</table>

2.1 Reduction in Zohour School operation costs as a result of efficiency in utilisation of human resources and adoption of energy and water efficient measures.

| 2.1.a Closure of operation of Zohour Elementary Girls’ School 1, Zohour Elementary Girls’ School 2, Zohour Preparatory Girls’ School 1 and Zohour Preparatory Girls School 2 as of before the commencement of 2017/18 scholastic year. 2.1.b Expenditure on utilities reduced by 50% at the least. | • Termination of lease rental contracts<br>• Purchase orders<br>• Comparative desk-study of baseline and post occupation utility expenses for the first three months period<br>• Periodic progress reports | Material, transportation and labour costs do not increase substantially. Utility tariffs will not change. |
ANNEX 2: EVALUATION MATRIX

Must include evaluation questions and sub-questions to assess gender equality, relevant human rights, disability inclusion, Leave No-one Behind.

<table>
<thead>
<tr>
<th>evaluation criteria</th>
<th>evaluation questions</th>
<th>evaluation sub-questions</th>
<th>data collection tool(s)</th>
<th>indicator(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Relevance</strong> — how relevant was the project to the needs of refugee students and school staff; and <strong>Coherence</strong> - Other interventions (particularly UNRWA policies/guidelines) support or undermine the intervention, and vice versa.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Efficiency</strong> — how efficiently was project management and coordination activities completed?</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Effectiveness</strong> — to what extent did the school construction project meet its objectives?</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Impact/results</strong> — what short-term outcomes have the new school contributed to, and what contributions are expected in the longer term?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sustainability</strong> — what are the major factors influencing the sustainability of the new school?</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Gender, protection, disability and environment</strong> -- how has the project considered and contributed to these issues:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ANNEX 3: DOCUMENTS THAT WILL BE PROVIDED TO THE SELECTED EVALUATION TEAM

1. Government of USA Contribution Agreement together with the project proposal
2. MTS 2016-2022 and JFO SRP 2016-2022
3. Project progress reports
4. Complete set of school construction tender documents including preliminary and final design drawings.
5. Complete design of the Solar PV System
6. List of contractors and priced Bills of Quantities, including for solar panels.
7. Profile showing key-data of 4 rented schools
8. Pre-project and post-project staffing details, recurring staff and operational (including other educational inputs) costs of 4 rented schools and the newly built school
9. Class formation information of 4 rented schools and the new school building
10. Rules related to post creation, recruitment, transfer, and post abolishment
11. Records of design consultation meetings¹³
12. Engineering design of the replaced school¹⁴
13. Post Occupancy Survey Report
14. Photos and/or videos of rented premises¹⁰
15. Decentralized project evaluation report of “Replacing rented schools at Jabal Al Taj”
16. Evaluation Inception Report Template
17. Evaluation Report Template
18. Evaluation Comments Matrix Template
20. Relevant internal documents as per agency policy and procedures

Note: Other key documents may be identified and added by the evaluation team during the Inception Stage.
## Section 5: Technical Evaluation Criteria

### Phase 1: Mandatory Requirements

<table>
<thead>
<tr>
<th>Document / information needed</th>
<th>Examples of required supporting documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Status of the Vendor: The vendor must prove that it is accredited or legally registered to provide consulting services</td>
<td>Proof of registration or accreditation in the form of Incorporation certificate, trading licenses, etc</td>
</tr>
<tr>
<td>Corporate Experience: The vendor should have managed and executed at least three (3) evaluation projects that included education projects, preferably in the field of school construction or improvement of teaching and learning environment;</td>
<td>List of evaluation projects managed and executed by the vendor, with brief description and actual budget of the projects,</td>
</tr>
<tr>
<td>Reference Letters: The vendor shall submit at least 3 reference / recommendation letters of the vendor issued for relevant evaluation projects for this assignment (i.e. education projects, preferably in the field of school construction or improvement of teaching and learning environment).</td>
<td>3 Reference / Recommendation letters from relevant evaluation or evaluative research services shall be submitted with the proposal.</td>
</tr>
<tr>
<td>Proposed Lead Consultant Experience: The Vendor shall designate a lead consultant who has: 1. an advanced University degree (Masters or equivalent) in Education, Social Science or related area; 2. extensive experience in leading and conducting evaluations (minimum of leading and conducting seven evaluations), including a few educational innovation projects, preferably in the field of school construction or improvement of teaching and learning environment. 3. has served as the team leader, author or co-author for at least five evaluation reports written in English. 4. knowledge of environmental context of students’ teaching and learning; 5. experience in applying gender, age and disability dimensions in evaluation and research in at least 3 evaluations; and 6. fluent in oral and written English, including evaluation reports authored or co-authored in English.</td>
<td>CV of the lead consultant listing at least seven evaluation reports written in English for which he/she has served as the team leader, author, or co-author. Hyperlinks to at least three reports should be provided or they can be included in the vendor submission as attachments. Each report should explicitly list the lead consultant and specify his/her role, in the absence of which, an explanatory note should be included in the proposal submission specifying his/her role vis-a-vis the evaluation reports submitted. Knowledge of environmental context of students’ teaching and learning and experience in applying gender, age and disability dimensions in evaluation and research should be highlighted in the CV template provided by UNRWA. The team leader’s CV should include full contact details of three referees for relevant evaluations conducted by the team leader. A positive reference check is essential irrespective of passing score in the technical assessment.</td>
</tr>
<tr>
<td>Proposed Evaluation Team Experience: The Vendor shall designate team members who have at least 5 years of relevant work experience in one of the following areas. Collectively, the team experience should cover all the required areas mentioned below: a. schools design and construction projects; b. read and interpret design drawings;</td>
<td>CVs of the core team member(s) listing the relevant work experience in the CV format provided (Form F).</td>
</tr>
</tbody>
</table>
c. environmentally friendly design and construction work, especially environment friendly heating and cooling system and alternatives;
d. knowledge of installation and use of rainwater harvesting system;

-The team should include at least one female member, a levant Arabic speaker or with interpreter in case the team members cannot communicate in Arabic, for conducting interviews with girl students, female teachers, parents and community members to support gender sensitive data collection and analysis.

6 **Acceptance of the TOR:** The vendor must confirm to have read, understood and therefore agrees to apply the provisions indicated in the ToR.

   Commitment and confirmation letter to abide by ToR. (Form C)

7 **Location:** The vendor must indicate availability of project implementation capacity and availability (remotely or in person) of the proposed evaluation team members from September 2022 till January 2023, Sunday thru Thursday, between 0800 – 1700 Amman Time irrespective of the time zone of their location.

   Signed Confirmation letter. (Form G)

8 **Confirmation of Non-Conflict of Interest:** The vendor must confirm that neither the company, nor the proposed lead consultant, or the other evaluation team members, have been involved in the design or management of UNRWA programmes.

   Confirmation letter declaring no or perceived conflict of interest. (Form H)

**Failure to comply with any of the above-mentioned mandatory criteria will lead to the disqualification of vendor’s proposal.**
## Phase 2: Scoring Methodology

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Examples of required supporting documents</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Corporate Experience</strong></td>
<td></td>
</tr>
</tbody>
</table>
| 1.1 Number of evaluation projects managed and executed by the vendor that included education projects, preferably in the field of school construction or improvement of teaching and learning environment; | List of relevant evaluation projects that were implemented by the company including client name, and short description of the evaluation.  
*Maximum score will be given to more than 10 relevant projects.* |
| **2. Strength of the technical proposal** | |
| 2.1 The evaluation methodology, implementation plan and robustness of the proposal in reference to the scope of required services | Evaluation approach and methodology addresses the aspects in the scope, using the methods and data sources as outlined in the ToR, implementation plan with timetable for the tasks, and expected results.  
The tender response should also elaborate on team knowledge and skills in the application of relevant research methods for children and children with disabilities.  
*Maximum score will be given to the vendor whose proposal is fully detailed and addresses all aspects in the scope.* |
| **3. Experience of the proposed evaluation team** | |
| 3.1 Number of evaluation projects managed by the lead consultant in role of a team leader, author or co-author, overseeing the evaluation design, implementation and reporting. | List of relevant evaluations, year of work, client, and short description.  
*Maximum score will be given to 9 or more relevant evaluations.* |
| 3.2 Proposed team leader’s experience in mainstreaming gender, human rights, and disability inclusion dimensions in evaluation methods. | List of relevant projects managed and / or conducted by a team member, client and short description outlining the approaches to mainstream gender, human rights and disability inclusion dimension in evaluations.  
*Maximum score will be given to more than 5 relevant projects.* |
### 3.3 Each core team member with at least 5 years of relevant work experience in one of the following areas. Collectively, the team experience should cover all the required areas mentioned below:

- a. schools design and construction projects;
- b. read and interpret design drawings;
- c. environmental friendly design and construction work, especially environment friendly heating and cooling system and alternatives;
- d. knowledge of installation and use of rainwater harvesting system;

| Core team members CV in the template provided (Form F) |
| Maximum score will be given to the application with core team members having an average year of experience of more than 12 years. However, individual experience should not be less than 5 years and collectively it must cover all areas mentioned under 3.3. |

### 4. Commitment to Sustainability

#### 4.1 Team leader’s experience of working with the UN Agencies

| List of relevant evaluations done for UN agencies |
| Maximum score will be given if the team leader has either worked with UNRWA or other UN agencies |

### 5. Commitment to Sustainability

#### 5.1 Vendor’s commitment to sustainability including the following aspects that have been identified in the UN Sustainable Procurement Framework:

- Environmental: prevention of pollution, sustainable resources; climate change and mitigation and the protection of the environment, biodiversity.
- Social: human rights and labour issues, gender equality, sustainable consumption, and social health and wellbeing.
- Economic: whole life cycle costing, local communities and small or medium enterprises, and supply chain sustainability.

| Formal statement that outlines Vendor’s commitment to sustainability, where possible providing evidence of tangible results that demonstrate progress. |
| Maximum score will be given to the vendor whose formal statement covers its commitment to the three UN Sustainable Procurement Framework; Environment, Social and Economic |

**Notes:**

a) Failure to comply with the minimum mandatory score of 70% will lead to the disqualification of the proposal (i.e. 70 points out of 100)
SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

6.1 General Conditions of Contract

In the event of a Contract, it will be subject to UNRWA’s General Conditions of Contract (GCC) which are available on the UNRWA website (See next page for details of UNRWA GCC)
6.1- GENERAL CONDITIONS OF CONTRACT FOR SERVICES

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.

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 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.

4.6 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.

4.7 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.

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

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

5. ASSIGNMENT; SUBCONTRACTING:

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

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

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

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

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

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

6. INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

12. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed
12.2 The Contractor may disclose Information to the extent required by law, or to perform that, subject to and without any waiver of the privileges and immunities of UNRWA, the Contractor will give UNRWA sufficient prior notice of a request for the disclosure of Information in order to allow UNRWA to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

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

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

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

13. **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

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

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

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

14. **TERMINATION:**

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

14.2 UNRWA may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNRWA applicable to the performance of the Contract or the funding of UNRWA applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day’s advance written notice to the
14.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNRWA, the Contractor shall, except as may be directed by UNRWA in the notice of termination or otherwise in writing:

14.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

14.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

14.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNRWA and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

14.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

14.3.5 transfer title and deliver to UNRWA the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

14.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNRWA thereunder;

14.3.7 complete performance of the work not terminated; and,

14.3.8 take any other action that may be necessary, or that UNRWA may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNRWA has or may be reasonably expected to acquire an interest.

14.4 In the event of any termination of the Contract, UNRWA shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNRWA shall not be liable to pay the Contractor except for, but without prejudice to UNRWA’s rights under Article 15, those goods delivered and services provided to UNRWA in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor’s receipt of notice of termination from UNRWA or prior to the Contractor’s tendering of notice of termination to UNRWA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. SETTLEMENT OF DISPUTES:

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

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 advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNRWA hereunder.

23. LIMITATION ON ACTIONS:

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

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

24.1 The Contractor represents and warrants that:

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

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

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

24.1.4 it shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are 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 eighteen years of age with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor’s personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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

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

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

26. NOTICE AND OTHER FORMALITIES:

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

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

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

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

CONTRACT NO. XXXXXXXXXXXXXXXXXXX

BETWEEN

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

AND

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

FOR

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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

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

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

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

ARTICLE 1

CONTRACT DOCUMENTS

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

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

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

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

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

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

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

ARTICLE 2
EFFECTIVE DATE; TERM OF CONTRACT

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

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

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

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

Representations and Warranties

3.1 The Contractor represents and warrants that:

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

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

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

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

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

Responsibilities of the Contractor

3.2 The Contractor shall provide to UNRWA the Consultancy services for proposed 3 MW solar photovoltaic (PV) power plant for UNRWA Jordan Field Office (JFO), and in accordance with the terms and conditions of this Contract.

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

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

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

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

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

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

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

Personnel

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

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

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

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

ARTICLE 4
PURCHASE ORDERS

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

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

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

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

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

ARTICLE 5
PRICE; PAYMENT

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

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

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

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

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

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

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

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

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

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

5.10 The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract nor any accrued interest on payments withheld by UNRWA that are subject to dispute.
ARTICLE 6
REVIEW; IMPROPER PERFORMANCE

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

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

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

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

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

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

ARTICLE 7
LICENSES, PERMITS, AND OTHER AUTHORIZATIONS

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

ARTICLE 8
DESIGNATION OF THE PARTIES’ CONTRACT MANAGERS

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

8.1.1 UNRWA has designated as its Contract Managers the following persons:
8.1.2 The Contractor has designated as its Contract Manager the following person:

XXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXX
Mob. XXXXXXXXXXXXXXXX
E-mail: XXXXXXXXXXXX

ARTICLE 9
NOTICES

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

If to the Contractor
XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXX

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

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

ARTICLE 10
MISCELLANEOUS

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

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

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

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

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

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

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

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

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Witness

Witness
SECTION 7: PROPOSAL FORMS

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

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

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

From:  
Insert name of contact person

Subject:  
RFP reference RFP/UNRWA/CSSD/(DM)/034/2022

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

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

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

Further information: Click or tap here to enter text.

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

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

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

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

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

Technical Proposal:

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

Have you provided the required documents to establish compliance with the evaluation criteria in Section 5? Please check the Minimum Requirements below

Have you provided the required documents in support of Form D: Proposer Information?

Minimum Requirements

<table>
<thead>
<tr>
<th>Document</th>
<th>Indicate where in your proposal can we find this information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Corporate Status of the Vendor: Proof that the vendor is accredited or legally registered to provide consulting services</td>
<td></td>
</tr>
<tr>
<td>2. Reference Letters: At least 3 Reference / Recommendation letters for the vendor highlighting the quality of work, technical competencies, managerial skills, writing skills and timeliness of work from relevant evaluation or evaluative research services shall be submitted with the proposal.</td>
<td></td>
</tr>
<tr>
<td>3. CV of the lead consultant listing at least seven evaluation reports written in English for which he/she has served as the team leader, author, or co-author.</td>
<td></td>
</tr>
<tr>
<td>4. Hyperlinks to at least three reports should be provided or they can be included in the vendor submission as attachments. Each report should explicitly list the lead consultant and specify his/her role, in the absence of which, an explanatory note should be included in the proposal submission specifying his/her role vis-a-vis the evaluation reports submitted.</td>
<td></td>
</tr>
<tr>
<td>5. Evaluation Team Experience: CVs of the core team member(s) listing the relevant work experience in the CV format provided (Form F). Explanation of how team member(s) who a depth of knowledge of the theme evaluated and experience in conducting evaluations. Indicate which languages they are fluent in.</td>
<td></td>
</tr>
</tbody>
</table>

Financial Proposal:

* Form I: Financial Proposal Submission (Forms I-1, I-2 and I-3)
FORM C: TECHNICAL PROPOSAL SUBMISSION

Name of Proposer:  

Date:  

RFP reference:  RFP/UNRWA/CSSD/(DM)/034/2022

We, the undersigned, offer to supply the services required for [Click or tap here to enter text] in accordance with your Request for Proposals No. [Click or tap here to enter text]. We hereby submit our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>
| ☐   | ☐  | Requirements and Terms and Conditions: I/We have read and fully understand the RFP, including the RFP Information and Data Sheet, Terms of Reference, the General Conditions of Contract and any Special Conditions of Contract. I/we confirm that the proposer agrees to be bound by them.
| ☐   | ☐  | I/We confirm that the proposer has the necessary capacity, capability and necessary licenses to fully meet or exceed the requirements and will be available to deliver throughout the relevant contract period.
| ☐   | ☐  | Ethics: In submitting this proposal I/we warrant that the proposer: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any competitor; has not directly or indirectly approached any representative of UNRWA (other than the point of contact) to lobby or solicit information in relation to the RFP; has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of UNRWA.
| ☐   | ☐  | I/We confirm to undertake not to engage in proscribed practices, or any other unethical practice, with UNRWA or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to UNRWA. I/We have read and will adhere to the [United Nations Supplier Code of Conduct](https://www.un.org/development/desa/dma/standards-suppliers-code-conduct.html) and understand that adherence to it is a requirement for participating in any solicitation exercise of UNRWA.
| ☐   | ☐  | Conflict of interest: I/We warrant that the proposer has no actual, potential or perceived conflict of Interest in submitting this proposal, or entering into a contract to deliver the requirements. Where a conflict of interest arises during the RFP process the proposer will report it immediately to UNRWA’s Point of Contact.
| ☐   | ☐  | Prohibitions, Sanctions: I/We hereby declare that our firm, its affiliates or subsidiaries or employees, including any Joint Venture /Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by UNRWA or any other entity of the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group.
| ☐   | ☐  | Bankruptcy: I/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against us that could impair our operations in the foreseeable future.
| ☐   | ☐  | Proposal Validity Period: I/We confirm that this Proposal, including the price, remains open for acceptance for the proposal validity period.
| ☐   | ☐  | I/We understand and recognize that you are not bound to accept any proposal you receive.
| ☐   | ☐  | By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organisation/s to make this declaration on its/their behalf.

Name:  

Title:  

Date:  

Signature:  

[Stamp with official stamp of the Proposer]
**FORM D: PROPOSER INFORMATION**

<table>
<thead>
<tr>
<th><strong>Field</strong></th>
<th><strong>Details</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RFP Reference</strong></td>
<td>RFP/UNRWA/CSSD/(DM)/034/2022</td>
</tr>
<tr>
<td><strong>Legal name of Proposer</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Legal Address, City, Country</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Website</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Year of registration</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Proposer’s Authorized Representative Information</strong></td>
<td>Name and Title: Click or tap here to enter text. Telephone numbers: Click or tap here to enter text. Email: Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Legal structure</strong></td>
<td>Choose an item.</td>
</tr>
<tr>
<td><strong>No. of full-time employees</strong></td>
<td>Click or tap here to enter number.</td>
</tr>
<tr>
<td><strong>No. of staff involved in similar contracts</strong></td>
<td>Click or tap here to enter number.</td>
</tr>
<tr>
<td><strong>Are you a UNGM registered vendor?</strong></td>
<td>☐ Yes ☐ No If yes, insert UNGM Vendor Number</td>
</tr>
<tr>
<td><strong>Years of supplying to UN organisations</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Are you an UNRWA vendor?</strong></td>
<td>☐ Yes ☐ No If yes, insert Vendor Number</td>
</tr>
<tr>
<td><strong>Countries of operation</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Subsidiaries in the region (please indicate names of subsidiaries and addresses, if relevant to the proposal)</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Commercial Representatives in the country: Name/Address/Phone (for international companies only)</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Quality Assurance Certification (e.g. ISO 9000 or Equivalent)</strong> <em>(If yes, provide a Copy of the valid Certificate):</em></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Does your Company have a corporate environmental policy or environmental management system/accreditation such as ISO 14001 or ISO 14064 or equivalent?</strong> <em>(If yes, provide a Copy of the valid Certificate):</em></td>
<td>Tick all that apply and provide supporting documentation: Corporate Environmental Policy ISO 14001 ISO 14064 Other, specify Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Does your organization demonstrate significant commitment to sustainability, including the following aspects that have been identified in the UN Sustainable Procurement Framework?</strong></td>
<td>Attach a formal statement that outlines your organisation’s commitment to sustainability, where possible providing evidence of tangible results that demonstrate progress such as: Tick all that are attached: Formal statement Sustainability report UN Global Compact Communication on Progress Member of the Women Empowerment Principles network Other, specify Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Does your company belong to a diverse supplier group including micro, small or</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Question</td>
<td>Description</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>medium sized enterprise, women or youth owned business or other?</td>
<td>(If yes, please provide details and documentation)</td>
</tr>
<tr>
<td>Is your company inclusive of persons with disabilities, i.e. do you hire persons with disabilities, do you have a disability inclusion policy or do you consider accessibility in the design of your products, services or supply chain?</td>
<td>(If yes, please provide details and documentation)</td>
</tr>
<tr>
<td>Is your company a member of the UN Global Compact?</td>
<td>Choose an item. If yes, please provide link to Global Compact profile: Click or tap here to enter text.</td>
</tr>
<tr>
<td>Contact person that UNRWA may contact for requests for clarifications during Proposal evaluation</td>
<td>Name and Title: Click or tap here to enter text. Telephone numbers: Click or tap here to enter text. Email: Click or tap here to enter text.</td>
</tr>
</tbody>
</table>
FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

Name of Proposer: [Click or tap here to enter text.]  Date: [Click or tap to enter a date.]

RFP reference: RFP/UNRWA/CSSD/(DM)/034/2022

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

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

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

[Click or tap here to enter text.]

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

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

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

Name of partner: ___________________________  Name of partner: ___________________________

Signature: ___________________________  Signature: ___________________________

Date: ___________________________  Date: ___________________________

Name of partner: ___________________________  Name of partner: ___________________________

Signature: ___________________________  Signature: ___________________________

Date: ___________________________  Date: ___________________________
<table>
<thead>
<tr>
<th>List of requirements</th>
<th>List of relevant assignments</th>
<th>Organization and duration in months/timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. List evaluation projects conducted by the proposed team leader.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Out of the above mentioned experiences (1), list the evaluation projects that the proposed team leader led, overseeing the evaluation design, implementation and reporting.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. List evaluation reports authored or co-authored in English;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. List experience related to education and teaching and learning environment;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. List experience in mainstreaming gender, human rights, and disability inclusion dimensions in evaluation methods;</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
6. List examples of experience of working with UNRWA or other UN Agencies

7. Other relevant experiences

8. Country of residence while undertaking the assignment.

9. Three referees for relevant evaluation projects

<table>
<thead>
<tr>
<th></th>
<th>Name of the project:</th>
<th>Role in this project:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contact details of the evaluation manager: Name, title, organization, email and phone number:

*Individual profile for each team member should be submitted*

**Proposed Team Member’s Name:**

**Contact details:**
Education Background:

Proposed role for the assignment:
**FORM G: PROJECT IMPLEMENTATION CAPACITY AND AVAILABILITY**

<table>
<thead>
<tr>
<th>Name of Proposer:</th>
<th>Click or tap here to enter text.</th>
<th>Date:</th>
<th>Click or tap to enter a date.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP reference:</td>
<td>RFP/UNRWA/CSSD/(DM)/034/2022</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We confirm the availability of project implementation capacity and availability (remotely or in person) of the proposed team during the Term of the Contract from September 2022 till January 2023, Sunday thru Thursday, between 0800 – 1700 Amman Time irrespective of the time zone of their location.

<table>
<thead>
<tr>
<th>Name of Company Representative:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
</tr>
</tbody>
</table>
FORM H: ABSENCE OF CONFLICT OF INTEREST

<table>
<thead>
<tr>
<th>Name of Proposer:</th>
<th>Click or tap here to enter text.</th>
<th>Date:</th>
<th>Click or tap to enter a date.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP reference:</td>
<td>RFP/UNRWA/CSSD/(DM)/034/2022</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of Company Representative:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td></td>
</tr>
</tbody>
</table>
FORM I: FINANCIAL PROPOSAL SUBMISSION

Request for Proposal No. RFP/UNRWA/CSSD/(DM)/034/2022 - Final Evaluation of Project: Replacing Rented Schools at Zohour – Amman (Project Number: PQ16041)

Guidelines on Submission of Quotations

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

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

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

d) Please note that the UNRWA is tax exempt. Please do not include VAT or any other taxes as part of your offer.
FORM I-1: FINANCIAL PROPOSAL COVER LETTER

<table>
<thead>
<tr>
<th>Name of Proposer:</th>
<th>Click or tap here to enter text.</th>
<th>Date:</th>
<th>Click or tap to enter a date.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP reference:</td>
<td>RFP/UNRWA/CSSD/(DM)/034/2022</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We, the undersigned, offer to provide the services for the Final Evaluation of Project: Replacing Rented Schools at Zohour – Amman (Project Number: PQ16041) in accordance with your Request for Proposal No. RFP/UNRWA/CSSD/(DM)/034/2022 and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and this Financial Proposal sealed under a separate envelope.

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

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

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

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

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

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

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

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

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

**RFP/UNRWA/CSSD/(DM)/034/2022**  
**Final Evaluation of Project: Replacing Rented Schools at Zohour – Amman (Project Number: PQ16041)**

Currency: ________________

<table>
<thead>
<tr>
<th>S/No.</th>
<th>Description</th>
<th>Percent</th>
<th>Unit</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Desk review</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Briefing meetings</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Development of evaluation matrix, any changes to the original ToR to be presented with justifications</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Submission of draft inception report</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Incorporation of feedback from UNRWA ERG</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td><strong>Submission of Final Inception Report and its acceptance by UNRWA</strong></td>
<td>30%</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td><strong>Phase 2: Data Collection and Analysis</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Data collection through field visits, FGDs, interviews, meetings, etc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Analysis and development of findings</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Presentation of preliminary findings, including answers to each evaluation question stating information already gathered and their limitations, issues to be still covered and recommendations.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td><strong>Phase 3: Reporting</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Draft report writing and submission</td>
<td>40%</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td><strong>Submission of the final report and an Executive Summary (in English &amp; Arabic) for publication</strong></td>
<td>30%</td>
<td>Lump Sum</td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total**  
100%

**Notes:**
- It should be noted that the Bidder Price will remain firm and fixed during the entire contract.
- The above overall price should be all inclusive.
- UNRWA is tax exempt, therefore the above prices quoted by bidders should be tax free.
SECTION 8: INSTRUCTIONS FOR UNGM REGISTRATION AND BID SUBMISSION

UNGM

Vendor registration and e-tendering
Supplier User Guide

www.ungm.org
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**REGISTRATION PROCESS ON UNGM** ........................................................................................................ 3

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- STEP 2: LOG INTO YOUR UNGM ACCOUNT .........................................................................................
- STEP 3: COMPLETE YOUR VENDOR REGISTRATION FORM IN UNGM ...........................................
- STEP 4: HOW TO MANAGE REGISTRATION SUBMISSIONS WITH UN ORGANIZATIONS? .......... 0
- STEP 5: CHECK YOUR STATUSES AND UNGM NUMBER IN THE DASHBOARD .......................... 12

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- TENDER ALERT SERVICE .................................................................................................................... 1
- Help ................................................................................................................................................. 1
STEP 1: CREATION OF YOUR UNGM ACCOUNT

To access the tender documents, you need to complete the registration process at least at Basic level and have a ‘Registered’ status with UNRWA on UNGM.

To create an account on UNGM, please follow these steps:

1. Go to the UNGM site www.ungm.org. Suppliers are recommended to use Google Chrome as a web browser to navigate the UNGM site.
2. At the top right corner of the page, click on Register.
3. Click on Company (or on behalf of a company/NGO).
4. Download and read the **UN Supplier Code of Conduct**.

Complete the **required information**.

- **The provided email address** will become the account's **username**. It will be used for logging into the supplier's account and for authentication. It must be a **valid email address**.
- **Provide the company's name** as it appears on the company's Certificate of Incorporation or other legal documentation.
- **If a message** appears that a company with a similar name already exists, suppliers are advised to contact UNGM using the **contact form**.

5. Confirm that you have read and acknowledge the UN Supplier Code of Conduct by **ticking the checkbox** and click on **Send the activation link**.

An activation email will be sent to the email address.
The following page will be visible in the account, requiring suppliers to activate the UNGM account.

6. Access the email **UNGM Account Activation - Welcome to the UNGM** in your inbox and click on the **Activate** button. Please note, the link can only be used once.
STEP 2: 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 3: 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.

Click on Registration in the navigation menu. The asterisk (*) indicates information that is required, and you will not be able to submit the registration without this information.
• **Company name** must be provided exactly as written in the company's Certificate of Incorporation or other legal documentation.

• **Business license number** refers to the reference number from a city, state and/or official document that grants the bearer the ability to engage in specific business activities within the designated area.

• **Year established** refers to the year of creation of the company. The year format should follow YYYY, for example, 1991.

• **Company's ownership** refers to the control over a company. Select the type of business ownership corresponding to the company.

Once the General section has been completed, click on **Save & Continue** to move to the next section.

---

**Address**

Under the **Address** section, suppliers are required to provide the address information of their company.

Click on **Save & Continue**.
Registration type

Under the **Registration type** section, suppliers are required to provide information about countries in which they prefer to do business.

- **National** should be selected if suppliers prefer to do business in their country of establishment.
- **International** should be selected if suppliers prefer to do business in their country of establishment and other countries.

Click on **Save & Continue >**.

Contacts

Under the **Contacts** section, suppliers are required to **provide their contact information** and **add other contacts** if necessary.

Click on **Save & Continue >**.
Coding

Under the **Coding** section, suppliers are required to provide information about their activity - by classifying the suppliers' products and/or services according to the UNSPSC code classification.

Click on **Save & Continue** >.

![Coding Section](Image)

Declaration

The **declaration of eligibility** is a formal and explicit statement which has to be made on behalf of the supplier.

Under the Declaration section, suppliers are required to review the seven statements and select the most appropriate option.

Click on **Save & Continue** >.
The registration is now **complete**.

The registration statuses with UN organizations may be visible under **Manage Agency submissions**.

Once the supplier's profile is registered with at least one UN organization at the basic level, the supplier's profile will become visible to all UN staff members.

**STEP 4: HOW TO MANAGE REGISTRATION SUBMISSIONS WITH UN ORGANIZATIONS?**

To manage registration submissions with different UN organizations, please follow these steps:

1. **Click on Manage Agency Submissions** in the navigation menu to identify the **registration statuses** with UN organizations.
2. Additional actions may be taken under the Manage Agency Submissions page such as withdraw the registration and complete the Level 1 and/or Level 2 registration.

- Withdraw registration

Once the supplier’s profile is registered with at least one UN organization at the Basic level, the supplier’s profile will become visible to all UN staff members.

If the supplier decides that he/she does not want to do business with a specific UN organization, the registration with the UN organization may be removed.

Click on Withdraw to remove the registration with the UN organization. The registration may be resubmitted later, if necessary.

- Complete Level 1 and/or 2 registrations

UNGM will automatically suggest registration at Level 1 and/or 2 only for UN organizations which require these additional levels. For more information, read the What are the UN organizations’ registration criteria on UNGM? Article.
Click on **Complete Level 1 registration** > to complete the Level 1 registration form.

Click on **Complete Level 2 registration** > to complete the Level 2 registration form.

TIP: UN organizations mostly review Level 1 and/or Level 2 registrations as part of a tendering process. In the meantime, the registration statuses, at these levels, will remain as Submitted.

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

To check the registration statuses with UN organizations please Go to the Dashboard in the navigation menu.
STEP 1: SEARCH FOR TENDER NOTICES ISSUED BY UNRWA

From the UNGM homepage, click on the ‘Business Opportunities’ box.

You will be redirected to the 1 ‘Tender notices’ page in the left-hand menu.

Click on the 2 ‘show more criteria’ button on the upper right side.
In the 3 ‘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 blue 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 4 ‘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 5 ‘View documents’. Click on this ‘View Documents’ button (on the left side) to gain access to the tender documents.

**STEP 2: TENDER MANAGEMENT**

After clicking on ‘View Document’ you will be transferred from the UNGM portal to the 6 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 (RFQ, RFP, ITB, etc.). 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

To view all tenders that you have expressed interest to participate in or tenders that you have been directly invited to by UNRWA, click on "my tenders", then click on the 'View document' button next to the notices to see the details of the tender notice and its documents.
STEP 4: DOWNLOAD THE TENDER DOCUMENTS

In the ‘Tender Management’ page, select the 8 ‘RFP* documents’ menu tab, scroll down until the section 9 ‘Tender documents received’ and 10 ‘download’ all documents.

* or as the case maybe RFQ, ITB, etc.
STEP 5: ATTACH AND SUBMIT DOCUMENTS

After downloading the tender documents you can confirm your interest by clicking 10 ‘Opt In’ (you will be redirected to the ‘My Tender Return Section’) or decline by clicking 11 ‘Opt Out’ with an option to provide reason and to cease any system generated communication. However, you will be able to opt back in at any point.

If any mandatory documents have been requested, they will be shown in the ‘My tender return’ section against a red button 12 [Upload Document]. As the case maybe you will be requested to upload one or two envelopes (financial / technical).

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 add additional documents you wish to submit as part of your tender return and you feel are relevant to the tender, click the 13 [Upload File] 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.

The 14 [Submit Return] button will not allow the submission until you have up-loaded all mandatory documents and answered any Questionnaires that they may have been sent.

IMPORTANT: When you have completed all the above steps and are ready to submit your tender return, click the ‘Submit Return’ at the bottom of above page.
A pop-up window with a Return Receipt will appear.

After pressing the the button will turn to where you will be able to modify the submitted bid before the closing date. Please note that any documents not included in the subsequent return will not be considered. All tender documents you wish to return must be included in your modified bid as this replaces your first and existing bids.

You must press the 'Submit' button again, in order to submit any subsequent modified returns.

### ADDITIONAL TOOLS

#### TENDER ALERT SERVICE

The **Tender Alert Service (TAS)** 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 the fees listed below. You can also access tenders free of charge under Tender Notices.

<table>
<thead>
<tr>
<th>TENDER ALERT SERVICE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>UNSPSC</td>
<td>Contacts</td>
</tr>
<tr>
<td>The subscription periods start from the date that the payment for the service is received. Check the details from the <a href="Dashboard">Dashboard</a>. For bank transfers, please ensure the UNGM number is added in the bank transfer instructions. This is how we will identify your payment. Activation of your TAS subscription will take place on the day that the UNGM start receive notification that the payment was transferred and identified.</td>
<td></td>
</tr>
<tr>
<td>○ A month plan</td>
<td>$175.00</td>
</tr>
<tr>
<td>○ One-year plan</td>
<td>$250.00</td>
</tr>
<tr>
<td>○ Two-year plan</td>
<td>$400.00</td>
</tr>
</tbody>
</table>

#### Help

For more help and guidance please visit UNGM [Help Center](Help Center).

If you urgently need assistance, you can also contact UNGM at [registry@ungm.org](registry@ungm.org) for urgent assistance.