REQUEST FOR PROPOSAL (RFP)

DESIGN AND IMPLEMENT COMPREHENSIVE COMMUNITY AWARENESS CAMPAIGNS ON ENVIRONMENTAL SUSTAINABILITY AND SOLID WASTE MANAGEMENT IN TEN PALESTINE REFUGEES’ CAMPS

RFP REFERENCE NO.: RFP-UNRWA-CSSD-(MM)-036-2022

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: Evaluation Criteria
Section 5: Terms of Reference
Section 6: Conditions of Contract and Contract Forms
Section 7: Proposal Forms
  • Form A: Acknowledgement letter
  • Form B: Checklist
  • Form C: Bid Submission
  • Form D: Proposer Information
  • Form E: Joint Venture/Consortium/Association Information
  • Form F: Technical Bid
  • Form G: Financial Proposal Submission
  • Form H: Financial Proposal
  • Form J: 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 ITB by completing and returning the attached Form A: Acknowledgement letter by email to tender.queries@unrwa.org no later than 20 July 2022, or via UNGM/in-tend “correspondences” functionality, bearing the same tender number with the following subject “RFP-UNRWA-CSSD-(MM)-036-2022” indicating whether you intend to submit a bid or not. Any email or correspondence not bearing the following subject “RFP-UNRWA-CSSD-(MM)-036-2022” will not be received. 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 ITB. You are encouraged to respond to this RFP even if you do not intend to bid to ensure that you can be included in future solicitations.

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

We look forward to receiving your proposal.

____________________________
Name: Julius Birungi
Title: Head Procurement Section
Date: 6 July 2022
**SECTION 2: INSTRUCTIONS TO PROPOSERS**

<table>
<thead>
<tr>
<th>GENERAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Scope</strong></td>
</tr>
<tr>
<td><strong>2. Interpretation of the RFP</strong></td>
</tr>
<tr>
<td><strong>3. Supplier Code of Conduct</strong></td>
</tr>
<tr>
<td><strong>4. Eligible proposers</strong></td>
</tr>
</tbody>
</table>
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.

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.

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.

10. **Language**

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.

11. **Documents establishing eligibility and**

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
| **12. Technical proposal format and content** | 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). |
| **13. Financial proposal** | 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. |
| **14. Currencies** | 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. |
| **15. Duties and taxes** | 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 |
| **16. Proposal validity period** | 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. |
| **17. Proposal security** | 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 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 in their proposal data sheet (i.e. may be disqualified). |
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.

### SUBMISSION AND OPENING OF PROPOSALS

#### 26. Instruction for proposal submission

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.

| 27. Deadline for proposal submission | 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. |

| 28. Withdrawal, substitution and modification of proposals | 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. |

| 29. Storage of proposals | 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. |

| 30. Proposal opening | 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. |

| 31. Late proposals | 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. |

**EVALUATION OF PROPOSALS**

| 32. Confidentiality | 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.

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:

- Preliminary examination
- Evaluation of eligibility and qualification (if pre-qualification is not done)
- Evaluation of technical proposals
- 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:

- Verification of accuracy, correctness and authenticity of information provided by the proposer;
- 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 ongoing 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.

<table>
<thead>
<tr>
<th>41. Right to accept any proposal and to reject any or all proposals</th>
<th>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.</th>
</tr>
</thead>
</table>

**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.
**SECTION 3: DATA SHEET**

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>
</table>
| 1. Scope                  | The reference number of this Request for Proposal (RFP) is RFP-UNRWA-CSSD-(MM)-036-2022  
The services include the provision of the Design and Implement comprehensive community awareness campaigns on environmental sustainability and solid waste management in ten Palestine refugees’ camps as further described in Section 5 of this RFP. |
| 4. Eligible proposers     | Proposers from all countries/territories are eligible to participate in this proposal process. |
| 7. Clarification of solicitation documents | Contact details for clarification of solicitation documents:  
Focal Person: Mais Mahmoud  
E-mail address: tender.queries@unrwa.org  
**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.**  
Deadline for submitting requests for clarifications / questions:  
20 July 2022. 01:00 pm, Jordan Time  
Manner of disseminating supplemental information to the RFP and responses / clarifications to queries:  
**Direct communication to prospective proposers by posting on the UNGM Suppliers Portal** |
| 10. Language              | All proposals, information, documents and correspondence exchanged between and the proposers in relation to this solicitation process shall be in Arabic or English |
| 14. Currencies            | Prices may be quoted in a currency other than the US Dollar. However, for the purposes of comparison of all Bids, UNRWA will convert the currency quoted in the Bid to US Dollar, in accordance with the prevailing UN Operational Rate of Exchange at the Closing Time.  
The Contract/Purchase Order awarded to the selected proposer, proposer’s invoices and UNRWA payments will be made in the currency as originally quoted by the Proposer in its Financial Proposal |
| 15. Duties and taxes      | All prices shall:  
Be exclusive of VAT and other applicable indirect taxes. |
| 16. Proposal validity period | 90 days |
| 17. Proposal security     | Not Required  
The proposal security will be in the same currency as stipulated in Article 14 (Currencies).  
Acceptable forms of proposal security are set out in Section 7. |
<table>
<thead>
<tr>
<th>Ref. Article in Section 2</th>
<th>Specific Instructions / Requirements</th>
</tr>
</thead>
<tbody>
<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>
<tr>
<td>26. Instructions for proposal submission</td>
<td>Allowable manner of submitting proposals: ☒ E-tendering (In-Tend): 31 July 2022, 1:00 pm, Jordan Time □ Email: Click or tap here to enter text. □ Other Click or tap here to enter text.</td>
</tr>
<tr>
<td>27. Deadline for proposal submission</td>
<td>Date: 31 July 2022  Time: 1:00 pm  Time zone: Jordan Time</td>
</tr>
</tbody>
</table>
| 36. Evaluation of technical and financial proposals | Evaluation will be based on: ☒ Lowest price method (selects the lowest evaluated financial proposal of the technically responsive Proposers) ☒ Combined scoring method using a distribution of 60%-40% Technical proposal - financial proposal □ Other Click or tap here to enter text.  

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 proposer | UNRWA may award a contract to: One Bidder Only |
| Expected date for commencement of contract | 30 August 2022 |
| 47. Performance Security | Required in the amount of [10% of Bidders Offer] |

**SUBMISSION BY E-TENDERING**

The Proposals shall be submitted via the UNRWA e-tendering system (In-Tend) which can be accessed through the United Nations Global Marketplace. This 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!
<table>
<thead>
<tr>
<th>Ref. Article in Section 2</th>
<th>Specific Instructions / Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The performance security shall be submitted within 5 days after receipt of the contract.</td>
</tr>
<tr>
<td></td>
<td>The performance security will be in the same currency as stipulated in Article 14 (Currencies).</td>
</tr>
<tr>
<td></td>
<td>The Performance Security shall be in the form of a Bank Guarantee as set out in Section 6.</td>
</tr>
<tr>
<td>48. Advance payment</td>
<td>Not Allowed</td>
</tr>
<tr>
<td>49. Liquidated damages</td>
<td>Will be imposed as follows: Percentage of contract price per day of delay: 0.5% up to a maximum of 10% of the Contract value, after which UNRWA may terminate the contract.</td>
</tr>
</tbody>
</table>
**SECTION 4: EVALUATION CRITERIA**

**Technical Evaluation Criteria**

Note that the technical evaluation Criteria is divided into two sections: 1) Mandatory Requirements and 2) Weighted Scoring Criteria

1. **Mandatory Requirements**
   - This is the screening stage of the evaluation process. The vendors will be evaluated on a pass or fail criteria.
   - For a vendor to pass the screening stage /preliminary evaluation, the vendor must meet the following criteria

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Examples of required documents</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Corporate / background Information and Registration:</strong> The vendor must provide baseline information about its company limiting itself to one page as per format in Appendix 1 along with a valid copy of the company registration for provision of Communication / marketing / public relations and outreach</td>
<td>Baseline information about the company limiting itself to one page as per format in Appendix 1 along with a valid Proof of registration or accreditation in form of Incorporation certificate, trading licences, etc</td>
</tr>
<tr>
<td><strong>Vendors Experience:</strong> Vendor must have at least three (3) years’ experience in the field of Communication or awareness campaigns on environmental sustainability or solid waste management or any other similar or closely related projects.</td>
<td>Certificate of incorporation, examples of projects, reference letters, third party audits, etc</td>
</tr>
<tr>
<td><strong>Past Performance:</strong> Vendor must submit at least 1 reference letter or equivalent from organisations/companies it has served for similar services</td>
<td>Reference / Recommendation letters</td>
</tr>
<tr>
<td><strong>Past projects handled:</strong> The bidder must have done and completed at least 2 projects of similar nature and complexity. By nature, we mean campaigns similar or related to solid waste management campaign projects or closely related projects and complexity refers to communication projects in refugee camps environment / communication to vulnerable communities, or similar/related projects funded by development partners.</td>
<td>Examples of similar projects must be submitted using the form in Appendix 3</td>
</tr>
<tr>
<td><strong>Acceptance of all provisions of requirements in the Terms of reference.</strong> By submitting a bid, the vendor confirms that he has accessed, read and understood all requirements in the Terms of reference</td>
<td>The vendor must provide a confirmation letter accepting all requirements in the TOR as per the provided template in Appendix 2</td>
</tr>
<tr>
<td><strong>Experience of the Proposed Team Leader/Contract Manager:</strong> The proposed Team Leader/Contract Manager must have a minimum of 5 years’ experience in similar position or related senior position</td>
<td>Copy of the CV of the proposed Contract Manager</td>
</tr>
</tbody>
</table>
| **7. Number and Experience of Key Staff:** The vendor shall designate members of the key staff team, each proposed team member should have a minimum three years of professional experience in similar or related services. As a group, the team should provide a balance of expertise and practical knowledge in the following areas:  
  - Communication and Social Marketing  
  - Solid Waste Management (community-based),  
  - Behaviour Change Communication  
  - Specialized in information and social media | Copies of the CVs of the proposed key staff team to be provided by Bidder in their proposal. |
8. **Experience of 10 Community Mobilization and Outreach Expert motivators (one per each Camp):**

The vendor shall designate 10 Community Mobilization and Outreach Expert motivators (one per each camp). Each expert Motivator must have a minimum of 3 years’ experience is similar or related services.

Copies of the CVs of 10 Community Mobilization and Outreach Expert motivators team (one per each camp).

*Note: Any failure in any of the above 8 mandatory requirements, its proposal will be rejected and not considered for further evaluation.*

2. **Weighted Scoring.**

In the weighted scoring, the vendors submissions will be marked/awarded marks in accordance with the set criteria in the table below:

<table>
<thead>
<tr>
<th></th>
<th>Corporate Experience</th>
<th>Examples of required supporting documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Number of years of experience in the field of Designing and Implementing comprehensive community awareness campaigns on environmental sustainability or solid waste management.</td>
<td>Certificate of incorporation, examples of projects, reference letters, third party audits, etc.</td>
</tr>
<tr>
<td></td>
<td>Maximum points will be given for 10 or more years of experience</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Number of Reference Letters (Recommendation letters) for provision of similar or related services</td>
<td>Reference letter(s) must clearly indicate the name and full address of the recommending organisation, contact persons with their names and titles, telephone contacts and email addresses.</td>
</tr>
<tr>
<td></td>
<td>Maximum points will be given for 5 or more reference/ recommendation letters</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Examples of similar or related projects accomplished</td>
<td>The vendor to list details of the projects completed indicating client details, location of such projects, duration and amount of such assignments.</td>
</tr>
<tr>
<td></td>
<td>Maximum points will be provided for a vendor who submits 5 or more similar or related projects</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Personnel qualifications and Experience of proposed Contract Manager/Team Leader and the proposed team</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td><strong>Team Leader/Contract Manager work experience:</strong> The proposed team Leader / Contract Manager must have a minimum of 5 years’ experience in similar position or related senior position</td>
</tr>
<tr>
<td></td>
<td><strong>Maximum points will be given for the supervisor with 10 or more years of experience</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>7. <strong>Number and Experience of Key Staff:</strong> The vendor shall designate members of the key staff team; each proposed team member should have a minimum three years of professional experience in similar or related services. As a group, the team should provide a balance of expertise and practical knowledge in the following areas:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2</td>
<td>- Communication and Social Marketing</td>
</tr>
<tr>
<td></td>
<td>- Solid Waste Management (community-based),</td>
</tr>
<tr>
<td></td>
<td>- Behaviour Change Communication</td>
</tr>
<tr>
<td></td>
<td>- Specialized in information and social media</td>
</tr>
<tr>
<td></td>
<td><strong>Points will be given based on Average experience of key staff team</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Maximum points will be given to the company that provides a team with an average of 10 or more years of experience</strong></td>
</tr>
</tbody>
</table>
### 2.3 Experience of 10 Community Mobilization and Outreach Expert motivators (one per each Camp):
The vendor shall designate 10 Community Mobilization and Outreach Expert motivators (one per each camp). Each expert Motivator must have a minimum of 3 years' experience is similar or related services.

- Copies of the CVs of 10 Community Mobilization and Outreach Expert motivators team (one per each camp)
- Points will be given based on Average experience of Community Mobilization and Outreach Expert motivators team
- Maximum points will be given to the company that provides a team with an average of 10 or more years of experience

### 3 Responsiveness of bidder to the RFP

#### 3.1 Technical proposal on how the work will be implemented and delivered against envisaged tasks;

- The quality of the bidder's proposal assessed in alignment of their proposed solutions to the items outlined in TORs i.e., the requirements, deliverables, scope, etc.
- Maximum points will be awarded to the vendor whose proposal is fully detailed and demonstrates a holistic and comprehensive understanding of UNRWA requirements and has fully responded to all requirements in the scope

#### 3.2 Vendors implementation plan

- The Vendor must provide a detailed Gantt Chart / or any planning tool that details the timelines for the performance of the tasks proving that the works will be executed prior to the deadline set in the terms of reference
- Maximum points will be provided to the vendor who submits a Planning tool /Gantt Chart (Gantt Chart) that is fully detailed and demonstrates that all works in the scope of services can be executed easily prior to the deadline set in the SOW

#### 3.3 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 3 UN Sustainable Procurement Framework; Environment, Social and Economic.

**Failure to score the minimum mark of 60% will lead to the disqualification of the proposal (i.e. 60 pts out of 100)**
SECTION 5: TERMS OF REFERENCE

1. About UNRWA

UNRWA is a United Nations agency established by the General Assembly in 1949 and is mandated to provide assistance and protection to a population of 5.7 million registered Palestine refugees. Its mission is to help Palestine refugees in Jordan, Lebanon, Syria, West Bank and the Gaza Strip to achieve their full potential in human development, pending a just solution to their plight. UNRWA’s services encompass education, health care, relief and social services, camp infrastructure and improvement, microfinance and emergency assistance. UNRWA is funded almost entirely by voluntary contributions.

For more information about UNRWA’s operations, please visit the following website: http://www.un.org/unrwa/english.html

List of Abbreviations:

- DPA: Department of Palestinian affair
- CCS: Camp Committee services
- JFO: Jordan Field Office
- ICIP: Infrastructure and Camp Improvement Programme
- RR&R: Reduce, Reuse and Recycle
- SWM: Solid Waste Management
- ToR: Terms of Reference
- UNRWA: United Nations Relief and Works Agency

2. Background

The growing industrialization and high population growth rates in Jordan have led to a rapid increase in solid waste generation in the country, which in turn has put increasing pressure on waste management infrastructure. Jordan generates 2.5 million tons of solid municipal waste per year, growing annually by 5% of which only 7% is recycled or salvaged mainly by the informal sector. Most of the solid waste generated is diverted to landfills and dumpsites.

Of this over, 133,000 tons of waste is generated by the ten official Palestine refugee camps in Jordan. The volume of solid waste collection between 2018 and 2021 has increased on average by almost 3 per cent per year – an increase from estimated 328,124 cubic meters in 2018 to estimate 378,902 cubic meters in 2021 –, which is equal to the 3 per cent national average growth rate in waste.

In Jordan, UNRWA provides Solid Waste Management (SWM) services to all 10 camps in Jordan that accommodate more than 413,379 Palestine refugees, as of 2022. Since its establishment, the Agency has strived to adjust its SWM services to meet the constantly changing needs of the refugees, by ensuring that their health is safeguarded, in particular through solid waste management, collection and transfer, water monitoring and testing, rodent control.

The collection of solid waste in the Palestine refugee camps in Jordan is still largely based on a labor-intensive system of manual collection. Operations in camps, undertaken by sanitation workers supervised

by foremen, include the daily collection of domestic waste, a minimum of three times/week sweeping of streets and public areas within the camps, and the transport of the collected waste to final disposal places (via transfer stations or directly to landfills).

The collection system is a combination of a manual and mechanized system. Cleaning workers collect the bags manually and transport them in wheelbarrows that they push to the nearest collection point, and they accumulate them in 4m³ containers. The waste accumulated at the collection points is then transported in small trucks to the transfer station, where it is loaded onto compactor trucks that transfer it to the landfills of Al Ghabawi, Madaba, and Dulaayl. The manual labor force plays an important role because the street layout limits the movement of mechanized vehicles. In the camp.

3. Objective of the assignment and scope of work

Public participation is one of the most important pillars of a successful waste management system. Therefore, particular attention is paid to increase the awareness of the refugees and thus enhance their contribution to the waste management in the camp. The project’s goal under this output is to generate a behavioural change that could lead to increase the participation of all stakeholders, especially the camp community, in SWM. The most common way to achieve this is by conducting awareness and cleaning campaigns among the community and encourage the camps’ residents to participate in solid waste management targeting minimum 50% of camps refugees.

To achieve the above, UNRWA seeks a service provider to develop a professional awareness and cleaning campaign that will be conducted in each of the 10 camps aiming at community behavioural change in all camps. A report for each camp will be prepared by the consultant at the end of the campaign and will be submitted to UNRWA, along with a final report including main conclusion and recommendation.

The overall objective is to improve solid waste management services that benefit Palestinian refugees in Jordan and to improve sustainable environmental resources.

Among the specific objectives, UNRWA will appoint a service provider (consulting firm), in collaboration with camp institutions, and will target families and businesses with long-term awareness campaigns; It envisages the following, but is not limited to:

- Increased level of awareness and social responsibility among camps residents as well as UNRWA frontline sanitation staff about SWM.
- Behavioural change among Palestine refugees living within camps, through managed and active participation of all stakeholders in SWM.
- Increased awareness on waste minimization, separation, reuse, recycling and environmentally sound waste disposal methods.
- Raising awareness about efficient water use. Priority would be given to messages on water saving and reuse, which can be promoted through social media, workshops, posters, and brochures, etc.

4. Specific actions

The achievement of positive behavioural change of camp populations will require the participation of camp residents in awareness campaigns and the support of all possible stakeholders. For its programmes, Consultant will focus on two targets: households, local communities and Venders. Households will be included in awareness programmes through the organisation of workshops, conferences or special camp initiatives. Religious guides will also be an effective channel of communication for good SWM practices. Events, good practices or service changes will be advertised through social media, brochures and posters.
These will be well targeted and convey specific messages on the system in place. To prevent further waste generation, paperless communication media such as social media, sms, emails, etc. will be preferred when possible. Awareness programmes will include the participation of several stakeholders. Consultant will engage several UNRWA installations in these campaigns for example; Health centres will disseminate awareness messages to medical staff and patients on public health impacts caused by improper SWM practices. Women’s centres will help with the communication with women. Youth centres or other camp institutions will promote special initiatives and help advertising the messages. Awareness campaigns for households will aim at achieving the following results:

- Refugees keep the area in front of their shelters and neighbourhood clean;
- Refugees are aware of the proper waste disposal modalities, understands waste categories and classification of disposal, and respect disposal timings and consequences of that;
- Refugees are aware of the best practices for household medical waste management in order to avoid hazardous impacts on their health and the health of the community;
- Refugees are aware of the SWM system and the communication channels with relevant UNRWA staff;
- Refugees understand sanitation workers’ roles and responsibilities, respect them and are cooperative.
- Refugees are aware of the possible public health and environmental impacts deriving from improper SWM and the important role that proper waste management plays in the global efforts to contain climate change
- Refugees are aware of water scarcity and water conservation techniques and practices water conservation measures.
- Refugees are aware of many types of climate change related hazards that have affected Jordan in recent years such as; droughts, extreme temperatures, flash floods, storms and landslides.

All the activities and materials will follow national SWM Policy and initiatives, and lessons learnt from previous experiences in the camps.

In coordination with the governorates or other public authorities, UNRWA may invite external residents to participate in the awareness events. However, this will not entail any further expenditure for UNRWA.

5. **The Palestine refugee population in Jordan**

In Jordan, approximately **413,379** of the refugees live in and around the 10 official camps. These 10 camps are grouped into four areas as table 1:
Table 1: Distribution of Palestinian refugee camps in Jordan

<table>
<thead>
<tr>
<th>Location</th>
<th>Camps</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Amman Area</td>
<td>Amman New Camp and Talbieh Camp</td>
</tr>
<tr>
<td>North Amman Area</td>
<td>Baqa’a Camp and Jabal El-Hussein Camp</td>
</tr>
<tr>
<td>Zarqa Area</td>
<td>Marka Camp and Zarqa Camp</td>
</tr>
<tr>
<td>Irbid Area</td>
<td>Irbid Camp, Husn Camp, Souf Camp, Jerash Camp</td>
</tr>
</tbody>
</table>

Four of these camps namely Amman New Camp (ANC), Jabal El-Hussein Camp, Zarqa Camp and Irbid Camp were established in 1948. The remaining six camps, which include Baqa’a, Marka, Jerash, Souf, Husn and Talbieh Camps, were established after 1967. All of the camps are located in the North-West of Jordan. The following figure1 shows the location of the individual camps and Table2 shows the distribution of refugees among these camps.

![Location of the official Palestinian refugee camps in Jordan](image1)

Figure 1 Location of the official Palestinian refugee camps in Jordan
Table 2: all registered population (RR) in the following table as on 2022:

<table>
<thead>
<tr>
<th>Camp Name</th>
<th>Registered Refugees (2022)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amman New Camp</td>
<td>58,519</td>
</tr>
<tr>
<td>Baqaa Camp</td>
<td>126,151</td>
</tr>
<tr>
<td>Husn Camp</td>
<td>26,468</td>
</tr>
<tr>
<td>Irbid Camp</td>
<td>28,826</td>
</tr>
<tr>
<td>Jabal el-Hussein Camp</td>
<td>32,317</td>
</tr>
<tr>
<td>Jerash Camp</td>
<td>32,614</td>
</tr>
<tr>
<td>Marka Camp</td>
<td>57,768</td>
</tr>
<tr>
<td>Souf Camp</td>
<td>20,640</td>
</tr>
<tr>
<td>Talbieh Camp</td>
<td>10,049</td>
</tr>
<tr>
<td>Zarqa Camp</td>
<td>20,027</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>413,379</strong></td>
</tr>
</tbody>
</table>

UNRWA Jordan Field Office (JFO) provides solid waste management services in all of the ten official Palestine refugee camps in Jordan. The service is a part of the environmental health component of the Infrastructure and Camp Improvement Programme.

The JFO environmental health programme interventions cover solid waste management, water testing and monitoring. Solid waste management continues to be one of the most challenging programmes given the complexity of its management across different stakeholders that all hold different responsibilities for its functionality, namely the Municipalities, the Camp Committees, the Department of Palestinian Affairs, JFO and of course the camp inhabitants themselves.
6. Expected outputs and key deliverables

The service provider is expected to provide the following tasks and deliverables as in table 3:

Table 3 Tasks and deliverables

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Deliverables / Outputs</th>
<th>Target Due Dates</th>
</tr>
</thead>
</table>
| • A joint Kick-off meeting with the Consultant, UNRWA ICIP team, CCS DPA, to discuss and agree on these particular tasks and agree on the way forward with a detailed work plan.  
  • Understand the current system of garbage collection and disposal including any initiatives on SWM and segregation in Palestine Refugee Camps under UNRWA responsibility in Jordan.  
  • Understand the main issues linked to Climate Change that might impact on refugees’ health and safety in the camps such as; droughts, extreme temperatures, flash floods, storms and landslides. | • Work plan with timeline determining the anticipated milestones and reporting requirements from the consultant is shared with , UNRWA FICIP team, CSS, DPA,                                                                                                                                 | 3 weeks          |
| • Conduct formative research through interviews/consultations with key stakeholders, focussed group discussions, to study the communication channels and experience in SWM.  
  • Prepare a clear plan and communication strategy to enhance public awareness, behaviour change and community participation for sustainable SWM.  
  • Elaborate a comprehensive awareness campaign for educational institutions targeting the youth and women to sustain the success of the activities over the long term. This should be organized with sanitation and hygiene clubs, teachers advice specific works than can be developed by the students in classroom in order to increase impacts and make the campaign messages more introduced in the classroom and daily routine.  
  • Prepare an implementation, monitoring and evaluation plan of activities. | • Identify and map all currently and potentially involved stakeholders (refugees, local and national relevant authorities, private companies).  
  • Providing clear plan and communication strategy to enhance public awareness, behaviour change and community participation for sustainable SWM including women and youth.                                                                 | 5 weeks          |
- Design a highly targeted public awareness, community participation, and behaviour change campaign to be replicated in the 10 camps.
- Design detailed awareness and communication materials for dissemination through social and traditional media for wider coverage as required by the project (in both Arabic and English Languages);
  a. Pilot/test and evaluate communication materials with target audience
  b. Develop final design of awareness and communication materials (in both Arabic and English languages);
  c. Deliver the material for implementing public awareness campaigns.
- Strengthen capacity in community-based solid waste management, Environmental Sustainability and Climate change.
- The campaign should be conducted with a gender-sensitive approach; targeting minimum 50% women participation in SWM, environmental sustainability and climate change. The theoretical contents on climate change should include gender perspective and clarify women’s role in fighting against climate change.

| A highly targeted public awareness, and behaviour change campaign to be replicated in the 10 camps is designed and is conducted with a participatory approach of the community, approved by the ICIP and shared with all stakeholders |
| Some awareness material will be prepared and distributed among refugees in the 10 camps; These will include: social media (Facebook, Viber, Instagram, WhatsApp and others as identified during formative research), leaflets, banners, posters, messages on mobile phones, email mailers, documentaries, awareness programs in schools and camp-level meetings/workshops.
| In addition, the community will be involved in awareness raising activities such as wall graffities and drawing. |

2 Awareness material will be distributed among the refugees in the 10 camps. The consultant needs to ensure that the cost of a minimum number of leaflets, banners, posters, texts messages is considered in the offer to cover at least 50% of camp residents and the production of wall drawings and Graffiti is considered at a minimum cost of 15% of the allocated budget.

5 weeks
Conduct awareness activities, including media, campaigns and material dissemination, in line with the plan and communication strategy developed in
- Involve and coordinate with community, community-based organizations, NGOs, elected representatives, and other relevant organizations in awareness and behaviour change campaigns;
- Engage and train Schools Environmental Clubs to continuously run awareness campaigns and training programs in their respective camp;
- Promote good sanitation behaviour at all levels to facilitate sound solid waste management systems which may include:
  a. Adapt daily habits to agreed solid waste system (rules, schedules, e.g. to offer it at the right time and place to the collection team)
  b. Bring waste to collection point for transfer
  d. Cooperate in clean-up campaigns - keep house and surrounding environment clean
- Disseminate effective communication tools (social media, print, audio-visual and audio) to be distributed among refugees in 10 camps.
- Identifying follow-up and future activities to be developed after the implementation period to improve institutional and community awareness.
- Assess (e.g. through post-training surveys) and report the effectiveness of the public awareness and capacity building activities to the Client.

10 comprehensive community awareness campaign on environmental sustainability and solid waste management designed and implemented in all 10 camps
- All awareness materials such as; leaflets, brochures, posters, etc. are distributed among camps residents (in Arabic language).
- **Submit final report**

The service provider will prepare a clear plan and communication strategy to enhance public awareness, behaviour change and community participation for raising environmental awareness and sustainable SWM. The firm will develop and disseminate effective communication tools (social media, print, audio-visual and audio) among all 10 camps residents.
7. The key target groups

The key target groups for the activities under Tasks include, but not be limited to:

i. Households;
ii. DPA and CCS;
iii. Religious leaders;
iv. Women’s Development Committees;
v. Elected representatives;
vi. Commercial establishments;
vii. Educational institutions with a focus on school children;
viii. UNRWA Health centres, clinics and other medical services;
ix. NGOs
x. Waste collection and waste removal (contractor) staff;

8. Institutional arrangement and reporting

The selected service provider will work under overall supervision of UNRWA Jordan Field Office Front Office and the direct supervision of the Field Infrastructure and Camp Improvement Programme and in close coordination with Donor Relations and Projects Support Office. The project team will coordinate and provide contacts of relevant stakeholders involved for consultations. Other logistical costs (local transport, communication, logging, etc.) must be included as part of the financial proposal of the consultant). The consultant should work remotely.

During the performance of the services, the consultant will prepare required reports for submission to the Client in electronic form and/or hard copies as per Client’s instructions and in English. The reporting formats will be subject to amend time-to-time in consultation with the Client. As minimum requirement, the Consultant will submit the following periods as presented in below table 4;

Table 4 Reporting Requirements

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Reports</th>
<th>Time Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>• Inception Report &amp; confirmation of hiring of all Experts/Key staff, please refer to section 11</td>
<td>• Within a period of 10 days from the date of issuance of Notice to Proceed.</td>
</tr>
<tr>
<td>2.</td>
<td>• Communication strategy for the Project, along with details of formative research carried out.</td>
<td>• Within a period of 56 days from the date of issuance of Notice to Proceed.</td>
</tr>
<tr>
<td>3.</td>
<td>• Capacity development curricula and material for community training in SWM (in English and Arabic Languages)</td>
<td>• Within a period of 30 days from the date of issuance of Notice to Proceed.</td>
</tr>
<tr>
<td>4.</td>
<td>• Copies of all communication and capacity development tools prepared and minutes of each event organized during the preceding period of reporting and outcomes achieved during this period</td>
<td>• Monthly from beginning of the Assignment</td>
</tr>
</tbody>
</table>
5. • Assessment (e.g. through post-training surveys) and report the effectiveness of the public awareness and capacity building activities to the Client.
• Assignment Completion Report includes all Communication materials: leaflets, brochures, media (photos, videos, newspapers’ articles)

6. • Any other information

• As and when required by the Client.

9. **Scope of price proposal and schedule of payments**

The payments will be made upon the approval of deliverables and within 30 days from submission date for amounts distributed as per the below and per deliverable.

<table>
<thead>
<tr>
<th>Deliverables / Outputs</th>
<th>Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Work plan with timeline determining the anticipated milestones and reporting requirements from the consultant is shared with , UNRWA FICIP team, CSS, DPA,</td>
<td>15%</td>
</tr>
<tr>
<td>• Identify and map all currently and potentially involved stakeholders (refugees, local and national relevant authorities, private companies). Providing clear plan and communication strategy to enhance public awareness, behaviour change and community participation for sustainable SWM including women and youth.</td>
<td>15%</td>
</tr>
<tr>
<td>• A highly targeted public awareness, and behaviour change campaign to be replicated in the 10 camps is designed and is conducted with a participatory approach of the community, approved by the ICIP and shared with all stakeholders. Some awareness material will be prepared and distributed among refugees in the 10 camps; These will include: social media (Facebook, Viber, Instagram, WhatsApp and others as identified during formative research), leaflets, banners, posters, messages on mobile phones, email mailers, documentaries, awareness programs in schools and camp-level meetings/workshops. In addition, the community will be involved in awareness raising activities such as wall graffities and drawing.</td>
<td>35%</td>
</tr>
<tr>
<td>• Conduct 10 comprehensive community awareness campaign on environmental sustainability and solid waste management designed and implemented in all 10 camps. All awareness materials such as; leaflets, brochures, posters, etc. are distributed among camps residents (in Arabic language).</td>
<td>30%</td>
</tr>
</tbody>
</table>

---

3. Awareness material will be distributed among the refugees in the 10 camps. The consultant needs to ensure that the cost of a minimum number of leaflets, banners, posters, texts messages is considered in the offer to cover at least 50% of camp residents and the production of wall drawings and Graffiti is considered at a minimum cost of 15% of the allocated budget.
• Presentation of the final draft report in a one-day workshop for all stakeholders
• Incorporate the recommendations and comments from all stakeholders in the final report
• Submit the approved final report.

| 5% |

Note:

All materials prepared under this assignment will belong to the Client. The Consultant will hand over all original material, including film footage, in electronic and/or print form (as it exists) to the Client upon handover or as and when sought by the Client along with an index detailing the material handed over.

The contract will include a Provisional Sum to cover costs related to deliverables (information and communication materials, PR activities and campaigns, etc.).

10. Duration and Duty station of the work

Duration 36 weeks
Contracts Department ICIP, Jordan Field Office
APPENDIX 1

FORMAT FOR CORPORATE BACKGROUND

Summary Information: Single page summary listing basic information about the firm, including the following:

a) Information on main office (firm as a whole):

b) Firm Name (Legal Name)

c) Address

d) Telephone

e) Email

f) Legal representative (President / Director / Head of Office / Senior Partner), one name)

g) Lead Point of Contact for this Contract (name, telephone, fax and e-mail)

h) Year firm was established (firm is required to have been in similar or related business at least for 3 years)

i) Other relevant corporate information
APPENDIX 2

VENDORS ACCEPTANCE OF TERMS OF REFERENCE

By submitting a tender, I confirm that I have accessed, read, understood the terms of reference for this requirement and I further confirm that I have the capacity to provide services as listed in the terms of reference.

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

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

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

Date: -----------------------------------------------------------------------
Information format for each Completed Project

Project name :

Location :

Name of client :

Client contact (name, address, current telephone, fax, email)

Contract value, US Dollars

Base contract Amount

▪ Amount of Amendments to contract

Project dates

▪ Date started

Date completed or when the contract will be completed

Planned contractual duration

Project Manager

Site supervisor(s)

Role of firm: Is your company a main contractor (indicate yes or No)

Are you a subcontractor

Brief description of the project

Points of similarity to current Contract:
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](https://www.unrwa.org).
GENERAL CONDITIONS OF CONTRACT
FOR THE PROVISION OF SERVICES ONLY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.1.1 allegations or claims that the possession of or use by UNRWA of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNRWA under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications 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 or damage to property, and personal and advertising injury, arising from or in connection with the Contractor’s performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; and,

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

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

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

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

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

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

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

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

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

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

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

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

10. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

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

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

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

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

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

12.4 The Recipient shall not be precluded from disclosing Information that is obtained 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.

18. PRIVILEGES AND IMMUNITIES: Nothing in 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.

19. TAX EXEMPTION:
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 the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor’s personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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

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

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

26. NOTICE AND OTHER FORMALITIES:

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

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

27. SEVERABILITY: If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Contract shall remain valid and be enforced to the fullest extent possible.
6.2 Contract Form
This Service Contract is made this ___ day of _______ 2016, by and between the United Nations Relief and Works Agency for Palestine Refugees in the Near East (“UNRWA”) and ____[name]___, [street address] [city] [country] (the “Contractor”).

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

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

1. DEFINITIONS AND INTERPRETATION.

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

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

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

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

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

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

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

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

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

1.2 Interpretation. As used in the Service Contract:

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

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

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

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

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

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

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

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

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

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

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

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

3.2.1 The Contractor shall commence the Services not later than ________________ 201_.

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

3.3.1 All equipment, non-expendable materials, supplies and other property furnished or financed by UNRWA under the Service Contract shall remain the property of UNRWA and, unless otherwise agreed by the parties, shall be returned to UNRWA upon the completion of the Services, and -

3.3.1.1 The Contractor shall not cause or permit any lien, claim or other encumbrance to attach to any equipment, non-expendable materials, supplies and other property furnished or financed by or on behalf of UNRWA under the Service Contract.

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

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

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

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

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

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

3.5 **Failure to Complete Services.** If the Contractor fails to complete the services within the time for delivery specified in this Service Contract, UNRWA may, in its sole discretion and without prejudice to its other remedies under this Service Contract, deduct from the contract price USD 100 for each calendar day of delay until actual delivery up to a maximum deduction of ten percent of the contract price.

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

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

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

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

4.1.3 Access to UNRWA facilities consistent with requirements for the delivery of the Services, including, as applicable, the issuance of UNRWA grounds passes.
4.1.4 Such measures (including but not limited to escort when travelling) as may be reasonably necessary to assure the personal security of the Contractor’s personnel and their property.

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

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

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

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

4.2.3 UNRWA shall, within 30 days following the receipt from the Contractor of each invoice, pay the invoiced amounts subject to the following -

4.2.3.1 Each invoice shall be subject to certification by UNRWA of the delivery of Services associated with the invoice and the amounts contained in the invoices, and UNRWA may make corrections to the amounts set forth in the Contractor’s invoices and effect payment for the amounts so corrected and certified.

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

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

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

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

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

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

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

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

5. MISCELLANEOUS.

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

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

UNRWA: the Contractor:
Name and Address Name and Address

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

5.4 Counterparts. This Service Contract may be signed in one or more counterparts, each of which shall be deemed to be an original.

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

IN WITNESS WHEREOF, the parties have signed this Service Contract on ________ 2016.

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

____________________________  _________________________
[name]       [name]
[title]       [title]
Witness       Witness
____________________________  _________________________
[name]       [name]
[title]       [title]
Annex 1: General Conditions
Annex 2: Terms of Reference
Annex 3: Delivery and Payment Schedule
Annex 4: Proposal
6.3 Performance Security

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

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

Beneficiary: Insert contact information for procuring organisation as provided in Section 3: Data Sheet.

RFP Reference: Click or tap here to enter text.

PERFORMANCE SECURITY No.: Click or tap here to enter text.

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

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

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

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

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE SUPPLIER

Signature: __________________________________________________________

Name: ____________________________________________________________

Title: ______________________________________________________________

Date: ______________________________________________________________

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: __________________________________________________________

Name: ____________________________________________________________

Title: ______________________________________________________________

Date: ______________________________________________________________

Name of Bank _______________________________________________________

Address ___________________________________________________________________

[Stamp with official stamp of the Bank]
APPENDIX 4

ACCEPTANCE OF THE UNRWA GENERAL CONDITIONS OF CONTRACT

By submitting a tender, I confirm that I have accessed, read, and understood the UNRWA General Conditions of Contract in Section 6, item 1 and I confirm the acceptance by signing this form.

Company Name: ____________________________________________

Name of Company Representative: _____________________________

Signature: _________________________________________________

Date: _____________________________________________________
APPENDIX 5

ACCEPTANCE TO PROVIDE THE PERFORMANCE BOND
[Form of First Demand Guarantee]

We hereby confirm that we accept to provide the performance bond in the form, format and value as stated in Section 6, item 2

Bidder (Company Name): ________________________________

Authorized Representative: ________________________________

Date: ________________________________

Signature: ________________________________
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: Technical Bid

Form G: Financial Proposal Submission

Form H: Financial Proposal

Form J: Instructions for UNGM registration and Bid 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-(MM)-036-2022

<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>
</tr>
<tr>
<td>☐</td>
<td>Our capacity is currently full</td>
</tr>
<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>
</tr>
<tr>
<td>▪ Form D: Proposer information</td>
<td>□</td>
</tr>
<tr>
<td>▪ Form E: Joint Venture/Consortium/Association Information</td>
<td>□</td>
</tr>
<tr>
<td>▪ Form F: Technical Proposal</td>
<td>□</td>
</tr>
<tr>
<td>▪ Form G: Financial Proposal Submission</td>
<td>□</td>
</tr>
<tr>
<td>▪ Form H: Financial Proposal</td>
<td>□</td>
</tr>
<tr>
<td>▪ Form J: Instructions for UNGM registration and Bid submission</td>
<td>□</td>
</tr>
</tbody>
</table>

| Have you provided the required documents to establish compliance with the evaluation criteria in Section 4? | □ |

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

Financial Proposal:

| ▪ Form J: Financial Proposal Submission                  | □ |
| ▪ Form K: Financial Proposal                             | □ |
FORM C: TECHNICAL PROPOSAL SUBMISSION

<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-(MM)-036-2022</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We, the undersigned, offer to supply the services required for [Click 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>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</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 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.

I/We do not employ, or anticipate employing, any person(s) who is, or has been a UNRWA staff member within the last year, if said UNRWA staff member has or had prior professional dealings with our firm in his/her capacity as UNRWA staff member within the last three years of service with the UNRWA (in accordance with UN post-employment restrictions published in ST/SGB/2006/15); 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>RFP Reference</strong></th>
<th>Click or tap here to enter text.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Legal name of Proposer</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Legal Address, City, Country</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Website</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Year of registration</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Proposer’s Authorized Representative information</strong></td>
<td>Name and Title: Click or tap here to enter text. Telephone numbers: Click or tap here to enter text. Email: Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Legal structure</strong></td>
<td>Choose an item.</td>
</tr>
<tr>
<td><strong>No. of full-time employees</strong></td>
<td>Click or tap here to enter number.</td>
</tr>
<tr>
<td><strong>No. of staff involved in similar contracts</strong></td>
<td>Click or tap here to enter number.</td>
</tr>
<tr>
<td><strong>Are you a UNGM registered vendor?</strong></td>
<td>☐ Yes ☐ No If yes, insert UNGM Vendor Number</td>
</tr>
<tr>
<td><strong>Years of supplying to UN organisations</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Are you an UNRWA vendor?</strong></td>
<td>☐ Yes ☐ No If yes, insert Vendor Number</td>
</tr>
<tr>
<td><strong>Countries of operation</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Subsidiaries in the region (please indicate names of subsidiaries and addresses, if relevant to the proposal)</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Commercial Representatives in the country: Name/Address/Phone (for international companies only)</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Does your Company have a corporate environmental policy or environmental management system/accreditation such as ISO 14001 or ISO 14064 or equivalent? (If yes, provide a Copy of the valid Certificate):</strong></td>
<td>Tick all that apply and provide supporting documentation: ☐ Corporate Environmental Policy ☐ ISO 14001 ☐ ISO 14064 ☐ Other, specify Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Does your organization demonstrate significant commitment to sustainability, including the following aspects that have been identified in the UN Sustainable Procurement Framework?</strong></td>
<td>Attach a formal statement that outlines your organisation’s commitment to sustainability, where possible providing evidence of tangible results that demonstrate progress such as: Tick all that are attached: ☐ Formal statement ☐ Sustainability report ☐ UN Global Compact Communication on Progress ☐ Member of the <a href="https://www.womenempowermentprinciples.org">Women Empowerment Principles network</a> ☐ Other, specify Click or tap here to enter text.</td>
</tr>
</tbody>
</table>
| | • 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 |
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
</table>
| Does your company belong to a diverse supplier group including micro, small or medium sized enterprise, women or youth owned business or other?  
  *(If yes, please provide details and documentation)* | Click or tap here to enter text. |
| 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?  
  *(If yes, please provide details and documentation)* | Click or tap here to enter text. |
| Is your company a member of the UN Global Compact? | Choose an item.  
  If yes, please provide link to Global Compact profile:  
  Click or tap here to enter text. |
| Contact person that UNRWA may contact for requests for clarifications during Proposal evaluation | 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. |
**FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION**

<table>
<thead>
<tr>
<th>Name of Proposer:</th>
<th>Click or tap here to enter text.</th>
<th>Date:</th>
<th>Click or tap to enter a date.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP reference:</td>
<td>RFP-UNRWA-CSSD-(MM)-036-2022</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>No</th>
<th>Name of Partner and contact information <em>(address, telephone numbers, fax numbers, e-mail address)</em></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)

☐ 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: ________________________

Name of partner: ____________________________________________  Name of partner: ____________________________________________

Signature: ________________________________________________  Signature: ________________________________________________

Date: ________________________  Date: ________________________
FORM G: FINANCIAL PROPOSAL SUBMISSION

<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-(MM)-036-2022</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We, the undersigned, offer to provide the services for Click or tap here to enter text. in accordance with your Request for Proposal No. Click or tap here to enter text. 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]
The proposer is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Proposers. The inclusion of any financial information in the Technical Proposal shall lead to disqualification of the Proposer. The Financial Proposal should align with the requirements of the Terms of Reference and the proposer’s Technical Proposal.

**Currency of the proposal: **

<table>
<thead>
<tr>
<th>Phase</th>
<th>Activity / deliverables</th>
<th>Unit</th>
<th>Amount</th>
<th>Payment (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1- Work plan with timeline determining the anticipated milestones and reporting requirements from the consultant is shared with UNRWA FICIP team, CSS, DPA</td>
<td>Lumpsum</td>
<td>Amount should not exceed 15% of your offer</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>2- Identify and map all currently and potentially involved stakeholders (refugees, local and national relevant authorities, private companies). 3- Providing clear plan and communication strategy to enhance public awareness, behavior change and community participation for sustainable SWM including women and youth</td>
<td>Lumpsum</td>
<td>Amount should not exceed 15% of your offer</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>4- A highly targeted public awareness, and behaviour change campaign to be replicated in the 10 camps is designed and is conducted with a participatory approach of the community, approved by the ICIP and shared with all stakeholders 5- Some awareness material[1] will be prepared and distributed among refugees in the 10 camps; These will include: social media (Facebook, Viber, Instagram, WhatsApp and others as identified during formative research), leaflets, banners, posters, messages on mobile phones, email mailers, documentaries, awareness programs in schools and camp-level meetings/workshops. 6- In addition, the community will be involved in awareness raising activities such as wall graffities and drawing.</td>
<td>Lumpsum</td>
<td>Amount should not exceed 35% of your offer</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>D</strong></td>
<td>7- conduct 10 comprehensive community awareness campaign on environmental sustainability and solid waste management designed and implemented in all 10 camps</td>
<td>Lumpsum</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8- All awareness materials such as; leaflets, brochures, posters, etc. are distributed among camps residents (in Arabic language).</td>
<td>Amount should not exceed 30% of your offer</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>E</strong></td>
<td>9- Presentation of the final draft report in a one-day workshop for all stakeholders</td>
<td>Lumpsum</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10- Incorporate the recommendations and comments from all stakeholders in the final report</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>11- Submit the approved final report.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Amount should not exceed 5% of your offer</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td></td>
<td>100%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FORM J: INSTRUCTIONS FOR UNGM REGISTRATION AND BID SUBMISSION
Table of Contents

REGISTRATION PROCESS ON UNGM ................................................................. 3
  STEP 1: CREATION OF YOUR UNGM ACCOUNT .............................................. 3
  STEP 2: LOG INTO YOUR UNGM ACCOUNT ..................................................... 6
  STEP 3: COMPLETE YOUR VENDOR REGISTRATION FORM IN UNGM .............. 6
  STEP 4: HOW TO MANAGE REGISTRATION SUBMISSIONS WITH UN ORGANIZATIONS? ................................................................. 10
  STEP 5: CHECK YOUR STATUSES AND UNGM NUMBER IN THE DASHBOARD .... 12

ACCESS TENDER NOTICES ISSUED BY UNRWA ........................................... 13
  STEP 1: SEARCH FOR TENDER NOTICES ISSUED BY UNRWA ...................... 13
  STEP 2: TENDER MANAGEMENT .................................................................. 14
  STEP 3: ACCESS THE TENDER AT A LATER STAGE ...................................... 15
  STEP 4: DOWNLOAD THE TENDER DOCUMENTS ........................................ 16
  STEP 5: ATTACH AND SUBMIT DOCUMENTS .............................................. 17

ADDITIONAL TOOLS ...................................................................................... 18
  TENDER ALERT SERVICE ............................................................................ 18
  Help ........................................................................................................... 18
UNRWA’s e-tendering system, In-tend is integrated with the United Nations Global Marketplace portal (www.ungm.org). Please find instructions on how to register your company and how to access the tender documentation. For further assistance, please contact UNGM at registry@ungm.org or use the Help Button on the UNGM site.

STEP 1: CREATION OF YOUR UNGM ACCOUNT

To access the tender documents, you need to complete the registration process at 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.

![Log in screen](image)

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.
Complete the **registration form** section by section.

**General**

Under the **General** section, suppliers are required to provide general information about their company.

- **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 >**.

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.
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.

<table>
<thead>
<tr>
<th>Title</th>
<th>Description</th>
<th>Reference</th>
<th>Published between</th>
<th>Deadline between</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provision of Information Governance Framework for Microsoft 365</td>
<td></td>
<td></td>
<td>03-May-2021 15:00 GMT</td>
<td>23-Mar-2021</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>UN organization</th>
<th>Type of notice</th>
<th>Reference</th>
<th>Beneficiary country/territory</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITU</td>
<td>Request for proposal</td>
<td>RFP-05-15-2021-012</td>
<td>Switzerland</td>
</tr>
</tbody>
</table>
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 upload 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 Submit Return button will turn to Modify Return 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.

**PURCHASE SUMMARY**

- 1 year plan: $175.00
- 1-year plan: $250.00
- 2-year plan: $400.00

For more help and guidance please visit UNGM Help Center.

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