Request for Proposal

Evaluation of the UNRWA Education Programme Reform

RFP Reference No.: RFPS-3622000010
UNRWA Field Office: Agencywide

SECTION 1: LETTER OF INVITATION

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

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

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

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

Please acknowledge receipt of this RFP completing and returning the attached Form A: Acknowledgement letter by email to cssd@unrwa.org no later than 25 October 2022, at 14 Hours Amman Time indicating whether you intend to submit a proposal or otherwise. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this RFP.
You are encouraged to respond to this RFP even if you do not intend to bid to ensure that you can be included in future solicitations.

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

We look forward to receiving your proposal.

___________________________
Name: Julius Birungi

Title: Ag. Chief Central Support Services Division

06 October 2022
### SECTION 2: INSTRUCTIONS TO PROPOSERS

#### GENERAL

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

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

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

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

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

5. Proprietary information

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

6. Publicity

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

SOLICITATION DOCUMENTS

7. Clarification of solicitation documents

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

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

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

8. Amendment of solicitation documents

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

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

PREPARATION OF PROPOSALS

9. Cost of preparation of proposal

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

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

Unsuccessful proposers’ proposal securities will be discharged/returned as promptly as possible after the expiration of the period of proposal validity prescribed by UNRWA pursuant to Article 16 (Proposal Validity Period). The Proposal security may be forfeited by UNRWA, and the proposal rejected, in the event of any, or combination, of the following conditions:

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

18. Joint Venture, Consortium or Association

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

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

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

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

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

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

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

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

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

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

### 19. Only one proposal

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

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

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

### 20. Alternative proposals

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

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

### 21. Pre-proposal conference

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

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

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

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

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

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

### 22. Site inspection

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

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

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

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

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

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

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

23. Errors or omissions

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

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

24. Proposers’ responsibility to inform themselves

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

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

25. No material change(s) in circumstances

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

- a change affecting any declaration, accreditation, license or approval;
- major re-organisational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the proposer or its major sub-contractors;
- a change to any information on which UNRWA may rely in assessing proposals.
## 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](http://www.unrwa.org).

### 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](http://www.timeanddate.com). 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:

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

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

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

36. Evaluation of technical and financial proposals
The evaluation team shall review and evaluate the technical proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in Section 4: Evaluation Criteria. A proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in Section 3: Data Sheet.

When necessary, and if stated in the Data Sheet, UNRWA may invite technically responsive proposers for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the proposal document where required.

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

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

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

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

$$TP \text{ Rating} = \frac{(\text{Total Score Obtained by the Offer / Max. Obtainable Score for TP}) \times 100$$

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

$$FP \text{ Rating} = \frac{(\text{Lowest Priced Offer / Price of the Offer Being Reviewed}) \times 100}$$

**Total Combined Score:**

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

a) Verification of accuracy, correctness and authenticity of information provided by the proposer;

b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;

c) Inquiry and reference checking with Government entities with jurisdiction on the proposer, or with previous clients, or any other entity that may have done business with the proposer;

d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;

e) Physical inspection of the proposer’s offices, branches or other places where business transpires, with or without notice to the proposer;

f) Other means that UNRWA may deem appropriate, at any stage within the selection process, prior to awarding the contract. |
|   | **38. Clarification of proposals** | UNRWA may request clarification or further information in writing from the proposers at any time during the evaluation process.

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

Any unsolicited clarification submitted by a proposer in respect to its proposal which is not a response to a request by UNRWA, shall not be considered during the review and evaluation of the proposals. |
|   | **39. Responsiveness of proposal** | UNRWA’s determination of a proposal’s responsiveness is to be based on the contents of the proposal itself. A substantially responsive proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

a) affects in any substantial way the scope, quality, or performance of the services specified in the contract; or

b) limits in any substantial way, inconsistent with the solicitation documents, UNRWA’s rights or the proposer’s obligations under the contract; or

c) if rectified would unfairly affect the competitive position of other proposers presenting substantially responsive proposals.

If a proposal is not substantially responsive, it shall be rejected by UNRWA and may not subsequently be made responsive by the proposer by correction of the material deviation, reservation, or omission. |
|   | **40. Nonconformities, reparable errors and omission** | Provided that a proposal is substantially responsive, UNRWA may waive any nonconformities or omissions in the proposal that, in the opinion of UNRWA, do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other proposers.

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

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

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

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

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

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

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

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

## AWARD OF CONTRACT

### 42. Award criteria

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

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

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

### 44. Notification of award

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

### 45. Debriefing

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

### 46. Publication of contract award

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

### 47. Performance security

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

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

### 48. Bank guarantee for advance payment

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

### 49. Liquidated Damages

If specified in Section 3: Data Sheet, UNRWA shall apply Liquidated Damages for the damages and/or risks caused to UNRWA resulting from the Contractor’s delays or breach of its obligations as per the Contract. The payment or deduction of such liquidated damages shall not relieve the Contractor from any of its other obligations or liabilities pursuant to any current contract or purchase order.
| 50. **Proposal protest** | Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint. The bidder may as a first step protest directly to the relevant Awarding Authority within ten working days of receipt of the notification that the bidder has not been awarded a contract (or publication of award). The Awarding Authority will review the protest and provide a reply to the bidder. The bidder may forego this step and protest directly to the Chief, Central Support Services Division of UNRWA. |
### 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>
<tbody>
<tr>
<td>1. Scope</td>
<td>The reference number of this Request for Proposal (RFP) is RFPS-3622000010. The services include the Evaluation of the UNRWA Education Programme Reform as further described in Section 5 of this RFP.</td>
</tr>
<tr>
<td>4. Eligible proposers</td>
<td>Proposers from all countries/territories are eligible to participate in this proposal process.</td>
</tr>
<tr>
<td>7. Clarification of solicitation documents</td>
<td>Contact details for clarification of solicitation documents: E-mail address: <a href="mailto:tender.queries@unrwa.org">tender.queries@unrwa.org</a>. Clarifications are only accepted either via e-mail to <a href="mailto:tender.queries@unrwa.org">tender.queries@unrwa.org</a>, (please insure to include the Request for Proposal Reference Number (RFPS-3622000010-(DM) in the Subject). or via in-tend “correspondences” functionality -if electronically tendered via In-tend, bearing the same tender number. <strong>ATTENTION: PROPOSALS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR PROPOSAL SUBMISSION AS SET OUT BELOW (see Data Sheet Article 26). FAILING TO DO SO MAY LEAD TO DISQUALIFICATION OF THE PROPOSAL.</strong></td>
</tr>
<tr>
<td></td>
<td>Deadline for submitting requests for clarifications / questions: 18 October 2022. 13:00PM, Amman Time</td>
</tr>
<tr>
<td></td>
<td>Manner of disseminating supplemental information to the RFP and responses / clarifications to queries: Direct communication to prospective proposers by email and posting on the website through correspondence submitted via the UNRWA e-tendering system (In-Tend) which can be accessed through the United Nations Global Marketplace.</td>
</tr>
<tr>
<td>10. Language</td>
<td>All proposals, information, documents and correspondence exchanged between and the proposers in relation to this solicitation process shall be in English</td>
</tr>
<tr>
<td>14. Currencies</td>
<td>Prices shall be quoted in US Dollar</td>
</tr>
<tr>
<td>15. Duties and taxes</td>
<td>All prices shall: Be exclusive of VAT and other applicable indirect taxes.</td>
</tr>
<tr>
<td>16. Proposal validity period</td>
<td>120 days</td>
</tr>
<tr>
<td>17. Proposal security</td>
<td>Not Required</td>
</tr>
<tr>
<td>20. Alternative proposals</td>
<td>Shall not be considered.</td>
</tr>
<tr>
<td>21. Pre-proposal conference</td>
<td>Will not be conducted</td>
</tr>
<tr>
<td>22. Site inspection</td>
<td>A site inspection will not be held.</td>
</tr>
</tbody>
</table>
### Instructions for proposal submission

Allowable manner of submitting proposals:
- **E-tendering (In-Tend)**

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

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

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

### Deadline for proposal submission

**Date:** 07 November 2022  
**Time:** 13:00 HRS (1:00 PM)  
**Time zone:** Amman Time

### Evaluation of technical and financial proposals

Evaluation will be based on:
- **Combined scoring method using a distribution of 70%-30% Technical proposal - financial proposal**

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

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

#### Contract award to one or more proposer

UNRWA may award a contract to:
- One Bidder Only

#### Expected date for commencement of contract

08 January 2023

### Performance Security

Not Required

### Advance payment

Not Allowed  
If allowed Bank Guarantee Required

### Liquidated damages

Will not be imposed
SECTION 4: TERMS OF REFERENCE

Evaluation of the UNRWA Education Programme Reform
October 2022

Acronyms and abbreviations

ALO-SAF  Assessment of Learning Outcomes and Study of Associated Factors
AOR  Annual Operational Report
ARR  Annual Results Review
CMF  Common Monitoring Framework
COS  Classroom Observation Study
CTA  Critical Thinking Approach, previously Teacher-Centred Approach (TCA)
DIOS  Department of Internal Oversight Services
EA  Emergency Appeals
EDC  Education Development Centre
EIE  Education in Emergencies
EMG  Evaluation Management Group
EMIS  Education Management Information System
ERG  Evaluation Reference Group
ESFs  Educational Science Faculties
FGD  Focus Group Discussion
FO  Field Office
GAPAR  General Authority for Palestine Arab Refugees
GEEW  Gender Empowerment and Equality of Women
HOTS  Higher Order Thinking Skills
HQ  Headquarters
HRCRT  Human Rights, Conflict Resolution and Tolerance
ICT  Information and Communication Technologies
IMTD  Information Management and Technology Department
MLA  Monitoring of Learning Achievement
IMTD  Information Management and Technology Department
MOFA  Ministry of Foreign Affairs
MTS  Medium-Term Strategy
NGO  Non-Governmental Organisation
oPt  the occupied Palestine territories
PDC  Professional Development and Curriculum
PRS  Palestinian Refugees from Syria
PTA  Parent-Teacher Association
RSS  Relief and Social Services
SDG  Sustainable Development Goal(s)
SLP  Self-Learning Programme
SO  Strategic Objective
SQA  School Quality Assurance
TIMSS  International Mathematics and Science Study
ToC  Theory of Change
ToR  Terms of Reference
TVET  Technical and Vocational Education and Training
UK  United Kingdom
UN  United Nations
UNEG  United Nations Evaluation Group
UNESCO  United Nations Educational, Scientific and Cultural Organization
UNICEF  United Nations Children’s Fund
UNRWA  United Nations Relief and Works Agency for Palestine Refugees
US  United States
VTC  Vocational Training Centre
1. CONTEXT AND DESCRIPTION OF OBJECT OF THE EVALUATION

1.1 Context

1. UNRWA is mandated by the UN General Assembly to serve Palestine refugees. This term was defined in 1952 as any person whose "normal place of residence was Palestine during the period 1 June 1946 to 15 May 1948 and who lost both home and means of livelihood as a result of the 1948 conflict." Palestine refugees are persons who fulfil the above definition and descendants of fathers fulfilling the definition.

2. Since its establishment in 1949, the United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA) has provided assistance and protection to a population of around 5.8 million registered Palestine refugees and other people of concern. Every year UNRWA is confronted with an increased demand for services resulting from a growth in the number of registered Palestine refugees, resulting from the extent of their vulnerability and their deepening poverty.

3. The Agency is the largest UN operation in the Middle East with more than 30,000 staff and is funded almost entirely by voluntary contributions. 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 fair solution to their plight.

4. In line with the UN human development approach, UNRWA recognises that core human capabilities are influenced by education – and that the provision of quality, inclusive and equitable education is crucial to ensure that Palestine refugee students reach their full potential and have the skills and confidence to contribute positively to the development of society and the global community. Hence, education provision is the largest programme of UNRWA and plays a strategic part in fulfilling UNRWA’s mission.

5. In line with a World Bank report, authored by leading scholars1 “UNRWA’s education program shares and in many ways defines this (UNRWA’s) history because it was quickly established as a priority for UNRWA, (...) It was also set up through a partnership with the United Nations Educational, Scientific, and Cultural Organization (UNESCO) that continues to this day, with UNESCO providing technical support through the funding of several key staff posts”.

6. To achieve UNRWA’s objective in education, the Agency has adhered to all education standards defined by the UN. This includes the commitment to achieving SDG4 as well as the commitment to Gender Equality and the Empowerment of Women (GEWE) and an inclusive education as set out in the UNRWA Inclusive Education Policy and the Inclusive Education Strategy. In addition, like the rest of the Agency, the Education Department observes the principles set out in the UNRWA Child Protection Framework in force since 2016.

7. Operationally, during the school year 2021/2022 UNRWA operates 702 elementary, preparatory, and secondary schools across its five fields of operation, providing free basic education for more than half a million Palestine refugee children, 50% of which are girls. Secondary schools are operated in the Lebanon field. Table 1 below provides enrolment information for each field.

Table 1 - Enrolment of students by field of operation

<table>
<thead>
<tr>
<th>Field</th>
<th>Enrolment</th>
<th># Schools</th>
</tr>
</thead>
<tbody>
<tr>
<td>JFO (Jordan Field)</td>
<td>119,781</td>
<td>161</td>
</tr>
<tr>
<td>SFO (Syria Field)</td>
<td>49,431</td>
<td>102</td>
</tr>
<tr>
<td>LFO (Lebanon Field)</td>
<td>39,144</td>
<td>65</td>
</tr>
<tr>
<td>WBFO (West Bank Field)</td>
<td>46,066</td>
<td>96</td>
</tr>
<tr>
<td>GFO (Gaza Field)</td>
<td>290,288</td>
<td>278</td>
</tr>
<tr>
<td>Agency-wide</td>
<td>544,710</td>
<td>702</td>
</tr>
</tbody>
</table>

8. In addition, technical and vocational education, and training (TVET) and teacher education at the tertiary level is provided at eight vocational training centres (VTCs) for almost 8,000 Palestine refugees in all Fields Offices.

Table 2. Enrolment in UNRWA Vocational Training Centres for the 2021/2022 academic year

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1 WORLD BANK STUDIES9 NOV 2015 Learning in the Face of Adversity: The UNRWA Education Program for Palestine Refugees, Authors/Editors: Husein Abdul-Hamid, Harry Patrinos, Joel Reyes, Jo Kelcey, Andrea Diaz Varela
The Education Reform

9. To help ensure that UNRWA continued to provide quality education, a comprehensive assessment of the education programme was undertaken in 2010. The UNRWA Education Reform Strategy 2011-2015 was built upon the results and learnings from this review.

10. The Education Reform aimed to improve the Agency’s Education programme by changing classroom practices, the school environment and management systems including professional and administrative support structures. The Education Reform Strategy aimed to create an education system that is more inclusive and adapted to the challenges of the 21st century. According to the Reform strategy, it aimed to “develop the full potential of Palestine refugees to enable them to be confident, innovative, questioning, thoughtful, tolerant and open minded, upholding human values and religious tolerance, proud of their Palestinian identity, and contributing positively to the development of their society and the global community”.

1.2 The object of the evaluation

11. The object of this evaluation is the Education Reform Strategy and, in particular, the assessment of its implementation process and the results it has contributed to over the period of the Agency’s Medium-Term Strategy (from 2016 through 2022.)

1.3 Overview of the Education Reform Strategy

12. The essential logic of the Reform strategy was that transformation of teaching and learning required changes at three integrated levels: policy defining a clear vision and framework for achieving goals; strategies and structures setting out the instruments and actions that would be carried out to achieve goals; and capacity development of the actors involved in implementing the actions. The Reform aimed primarily in benefitting UNRWA students, teachers, and school principals with the enhancement of a more inclusive, equitable, collaborative, and student-centred educational approach. Additionally, it aimed to serve communities by advancing students higher order thinking skills (HOTS) and exposure to enriched curricula, human rights, life skills and psychosocial support. The Reform also foresaw that more student-centred teaching and learning would lead to greater achievement of learning outcomes, in particular at the level of HOTS.

13. Based on this foundation, the Reform was structured around eight work strands. The primary strands were i) teacher professional development and school empowerment, ii) inclusive education, iii) technical and vocational education and training and youth and iv) curriculum and assessment, focusing on transforming teaching and learning practices in an inclusive environment: i.e., the MLA. The remaining four strands focused on the development and strengthening of support structures and functions to improve programme efficiency and service delivery. This included the development of the Education Management Information System (EMIS) to strengthen evidence-based policy and decision-making, establishment of an effective governance system at all organizational levels, strengthening of programme planning and management, partnerships, communication and the use of Information and Communication Technologies (ICT) in education.

14. Most of the Reform work strands focused on the Agency’s basic education system, and the Technical and Vocational Education and Training (TVET) Unit was developed and managed separately.

Structure

15. To adequately support the implementation of the Reform and its newly established structure, the Department of Education in headquarters Amman strategically reorganized itself into eight support units, corresponding to the eight pillars of the Reform. Three support units for basic education namely, (i) Teacher Development and School Empowerment

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The table below provides the number of TVET facilities and students by field of operation:

<table>
<thead>
<tr>
<th>Field of Operation</th>
<th>Number of TVET Facilities</th>
<th>Number of Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>JFO (2 schools)</td>
<td>2,938</td>
<td>1,413</td>
</tr>
<tr>
<td>SFO (1 school)</td>
<td>718</td>
<td></td>
</tr>
<tr>
<td>LFO (1)</td>
<td>1,001</td>
<td></td>
</tr>
<tr>
<td>WBFO (2)</td>
<td>1,860</td>
<td></td>
</tr>
<tr>
<td>GFO (2)</td>
<td>7,930</td>
<td></td>
</tr>
<tr>
<td>Agency-wide</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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3. However, the TVET team at HQ was still greatly reduced, leading to a mismatch between the TVET structure in the Fields - i.e., the VTCs - and HQ.
unit; (ii) Inclusive Education unit and (iii) Curriculum and Student Assessment unit were established. Additionally, other support units focusing on creating an enabling environment to facilitate evidence-based policy and decision making were created: (i) Administration and Governance unit; (ii) Research and Development unit; and (iii) the Partnerships, Communication and ICT unit. However, the function of the Partnerships, Communication and ICTs unit was transferred to the Information Management and Technology Department (IMTD) and the General Services Section in 2016 – 2017. Similarly, although the Strategic Planning, Education Planning and Management and Projects unit was created as part of the Reform, it does not currently exist and most of its functions are served by different staff members.

16. The Field and Area Offices also play a vital role in providing strategic support to those working at the school level, particularly in relation to planning, quality assurance, assessment and professional development and curriculum enhancement to improve quality.

17. The Reform has placed greater emphasis on capacity of the Fields with regards to the professional development of teachers, provision of curriculum support and enrichment, support to student formative and summative assessment and overall school quality assurance. Therefore, to support these initiatives, three strategic support units have been established in each field: (i) Professional Development and Curriculum (PDC) unit; (ii) Assessment unit and (iii) School Quality Assurance (SQA) unit. The organogram in Annex I shows the overall structure of the Education programme at the field level and outlines the supporting units providing assistance to the teaching workforce.

18. It is also important to mention that during the reform, the Institute of Education at HQ (Amman) was abolished. This has been and still is quite a contested decision.

19. Further information on the Education Reform can be found in Annex 1. This information was collected at the time of the evaluability assessment and in other relevant documents summarising this complex process. However, it is important to note that this information is not fully up to date and will require further research during the inception phase.

Theory of Change

20. The following draft Theory of Change (change) of the Education Reform Programme is based on the formal strategies and guidance that have underpinned the Reform, and an evaluation planning exercise completed in 2017 (see figure 1).

21. The Education Reform was expected to bring about transformation in teaching and learning practices through changes at three levels: i) policy to define a clear vision and framework for achieving goals; ii) strategies and structures to set out the instruments and actions to achieve goals, and iii) capacity development of the actors involved in implementing the actions. It encompassed initiatives concerning each of these levels and addressed teachers, curriculum, student assessment, inclusion, and well-being. Additionally, initiatives to strengthen planning, monitoring, results measurement, and accountability structures were also included. The Reform design and implementation aimed to provide a coherent and holistic approach, involving change across all relevant parts of the system, comprehensively and simultaneously. In brief, the philosophy of the Reform was that improved, more student-centred teaching and learning could lead to higher achievement of learning outcomes, in particular HOTS, which could, itself, be measured through studies such as the Classroom Observation Study (COS) and Monitoring of Learning Assessments (MLA), which would, directly with the EMIS, feed information into the system to course-correct if, when and where necessary.

22. For reforms to be successful, education literature highlights the importance of being systematic and interactive between different selective and integrative changes. It also emphasizes the need to prioritize quality over quantity/short duration for its successful implementation. Likewise, interaction between the selected changes is expected to work simultaneously for favourable results. In the UNRWA Reform, the core strands have been crucial, however, it is worth noting that the levels of policy, strategy and structures are also to be considered as key to the overall coherence and success of the Reform. It has played a significant role in informed decision-making and accountability. The Reform’s success was also contingent upon sufficient stability in UNRWA’s operating environments, supportive management, adequate funding, and contextualisation of the Field conditions that preserve the coherence of the Reform.

23. A more precise narrative on this ToC can be found in Annex 2.

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5 UNRWA Teacher Policy 2013

6 In 2017 an external consultant developed detailed theories of change for each of the Reform's work streams.

7 See Education Reform Strategy - Chapter 2 or pages 40-45
Figure 1: UNRWA Education Reform - Theory of Change (Detailed)
Challenges in the implementation of the Reform

24. While the Education Reform attempted to establish a common set of standards across UNRWA’s five field offices, when evaluating the Reform, it is crucial to consider the individual contexts of each field and to assess contextual influence on Reform outcomes. Based on preliminary interviews with UNRWA staff and desk research, the following are key contextual factors that should be considered in the evaluation:

25. The Syrian crisis: The crisis began in March 2011 and has had a significant impact on the implementation of the Education Reform in Syria, hindering activities, data collection, and school infrastructure, and resulting in staff turnover with many senior education staff leaving Syria. The first MLA was conducted in 2013 in all field offices except for Syria, due to the exacerbation of the conflict throughout the country. In 2012, the outbreak of the Syrian conflict in Yarmouk camp – home to the largest Palestine refugee community in Syria – left all UNRWA schools in the camp damaged. For continuity, the Syrian government has allowed UNRWA to use 43 (out of 103 UNRWA schools in Syria) of its own school buildings.

26. The conflict has had serious repercussions on the implementation of the Reform at the level of data collection and data integrity. The crisis also resulted in a delay in the introduction of the EMIS in Syria. The data collection and verification have been challenging, especially in areas of conflict. In particular, staff were concerned about the reliability of data related to access to schools and drop-out rates. Data checks have been possible through visits, mostly in two main areas in Damascus, however visits have been more difficult in southern Syria due to lack of access. It should also be noted that in these circumstances there has also been considerable staff turnover resulting in the loss of undocumented information and institutional memory.

27. Moreover, the conflict resulted in the displacement of thousands of Palestine refugees, some fleeing to neighbouring countries, but also some internally displaced. It is estimated that out of the 530,000 Palestine refugees who lived in the country prior to the conflict, approximately 270,000 Palestinians were internally displaced in Syria, while over 120,000 have fled to neighbouring countries, especially to Lebanon, Jordan, Turkey, Egypt, and now increasingly to Europe. Interviewees reflected that many experienced staff, including staff in management positions, left Syria due to the crisis.

28. Despite these initial setbacks, from 2018, Reform implementation was able to proceed more systematically and, from 2019 full reporting has been possible, although Internet connectivity often affects timeliness.

29. It is estimated that around 11.5 million Syrians have fled their homes since 2011. Among them, 6.6 million are internally displaced and over 5.6 million have left the country. The crisis has caused the displacement of around 30,000 Palestinian Refugees from Syria (PRS) to Lebanon and around 19,000 to Jordan. This has resulted in the integration of PRS children in UNRWA schools in both fields from 2014. In 2022, 4,795 PRS were attending UNRWA schools in LFO while 706 PRS students and 207 Syria students were attending JFO schools.

30. The 2020 COVID-19 pandemic affected the implementation of the Education Reform, posing new challenges and significant changes in the modality of delivering and accessing education services. In line with the decisions of the host countries, all UNRWA schools experienced closures starting in mid-March 2020. The first wave of the COVID-19 virus, which affected the UNRWA Fields of Operations from March 2020, coincided with the latter part of the second semester of the academic year 2019/2020, and influenced the whole academic year 2020/2021. The school closures due to COVID-19 affected schooling and learning, in both the short and long term. Self-learning materials on core subjects were developed and uploaded to online platforms. For those students with no internet access, materials were printed and distributed. This approach was based on the Self-Learning Programme (SLP) developed by the Agency for students in times of conflict, designed for when they are out-of-school for a long period of time. It should be noted that Fields Offices managed their adaptations and provided materials to students using different approaches. Emerging data from an Agency-wide assessment point at significant learning loss due to COVID-19.

Monitoring the Education Reform

31. The key principles and approaches of the UNRWA Education Reform (2011-2015) were captured in the Agency’s Medium-Term Strategy’s (MTS) for 2016 - 2022 and under its education related Strategic Outcome 3. This Strategic Outcome seeks to build on the achievements of the UNRWA Education Reform with a focus on embedding, enriching, and sustaining its achievements.

32. Since the initiation of Reform activities in 2011 to date, the Education Programme has measured its impact and progress, although the Reform has never been independently evaluated.
33. The Education indicators in the Common Monitoring Matrix include 10 outcome and 31 output indicators. Progress on the reform was reported in dedicated annual reports between 2012 and 2015 and then the UNRWA Annual Operational Reports. Annex E of the evaluability assessment provides details on monitoring activities and dates of conduct.

34. The monitoring tools in place are:

- **Agency-wide Common Monitoring Framework (CMF):** UNRWA assesses progress in implementing its policies through its Agency-wide Common Monitoring Framework (CMF). A set of indicators for Education under the high-level Strategic Outcome 310 which is aligned with SDG 4 and reflects the objectives and indicators for basic education in UNRWA context. Additionally, the Strategic Outcome is also aligned with other relevant SGDs such as SDG 5 on gender equality and SDG 10 on reducing inequality.

- Within the CMF there are common education indicators that all the five Fields (Syria, Lebanon, Jordan, Gaza, and West Bank) report against. In addition to the MTS indicators, there are other indicators designed to measure progress for specific education programmes and initiatives. For example, in 2019, a bank of indicators was developed for the Education in Emergencies (EIE) programme.

- **The Perceptual Survey.** This is part of an ongoing effort at UNRWA to advance its monitoring and evaluation of the education programme in support of the Medium-Term Strategy (MTS, 2016-2021) and the Education Reform Strategy (ERS, 2011-2015). The survey explores the perceptions of UNRWA students (Grade 4 and 8), teachers, School Principals and Parents from across the Agency’s fields of operation, covering perceptions of a broad range of practices, policies, and experiences at UNRWA schools. Five sections were derived, corresponding to different UNRWA areas of interest: Education in Emergencies, Violence Free Schools, Inclusive Education, Human Rights Conflict Resolution and Tolerance (HRCRT) and Teaching Practices. It was conducted for the first time in 2013, then for the second time in 2016.

- To measure the impact of the Education Reform on students’ achievements, an already existing tool, **Monitoring of Learning Achievement (MLA),** was updated and expanded to not only include students’ academic achievements, with regards to mean scores but also to look at performance in cognitive domains, higher order thinking skills and the overall equity of student learning outcomes.

- **The Perceptual Survey** and MLA were meant to be conducted in 2020, however, due to the COVID-19 pandemic, they were put on hold. In 2021, the Perceptual Survey and the MLA were replaced by the Assessment of Learning Outcomes and Study of Associated Factors (ALO-SAF). The ALO-SAF was implemented using a sample making it easier and less costly to measure learning and, therefore, ensuring that it can be implemented more regularly. It also allows for the assessment and analysis of factors associated with the achievement of learning, in a way that will enable the development of even more effective policy interventions.

- Due to Covid-19-related school closures, the survey was implemented in Semester 1 of the 2021-2022 school year, rather than at the end of Semester 2 of the previous year. In order to achieve as much comparability with previous findings as possible, ALO and SAF surveys focused on students in Grades 5 and 9, rather than Grades 4 and 8, the assumption is that levels of learning at the beginning of the academic year will be (close to) equivalent with those at the end of the previous school year. Therefore, some level of comparability between the 2016 measurements and the 2021 measurements is assumed. Furthermore, the surveys were implemented in a sample of UNRWA schools, rather than all schools teaching students in Grades 4/5 and 8/9.

- **The Classroom Observation Study (COS) is used by the Department of Education to** measure the practices that are in place in the classroom and how these might support inclusive and effective education. It was implemented in 2013 and 2016 and postponed in 2020 because of the COVID-19 pandemic. It is planned for 2022 and, from that year, will also collect data on implementation of the Critical Thinking Approach (CTA), previously Teacher-Centred Approach (TCA).

- Additionally, as part of the monitoring of Education Programme initiatives during the COVID-19 pandemic, **Agency-wide surveys** that targeted parents and teachers were conducted in 2020 and a students’ experience survey was undertaken in 2021 which in the case of the Education Department was aimed at understanding education under COVID-19.

- The findings of the surveys will be used to support the ongoing refining of the education response in order to address challenges and provide additional support where needed.

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10 Strategic Outcome 3: School-Aged Children Complete Quality, Equitable and Inclusive Basic Education

11 Additionally, as part of the Education Reform, common education indicators were developed to enable the Agency to better monitor the implementation and results of the Reform. These indicators are captured in the Agency for the MTS, the Agency-wide Common Monitoring Matrix.
The Agency-wide Education Management Information System (EMIS): Integral to the Education Reform is evidence-based policy, planning and decision-making at all levels, and to this effect, UNRWA developed an Agency-wide Educational Management Information System (EMIS). EMIS plays a key role in ensuring reliable and timely data on the UNRWA education system across the operational hierarchy and supports the education management and monitoring the Reform implementation. It includes data on all students, staff, schools, and classes, and enables analysis on areas related to access, quality, inclusiveness, and overall efficiency of the UNRWA education system.

EMIS provides data for the largest number of MTS indicators including indicators from the Education in Emergencies as well as important Agency-wide statistics related to enrolment, staffing and class size and other trends.

Ad hoc forms of data collection tools are also used for indicators collected outside EMIS, for example, data on the ‘Percentage of Active Parent-Teacher Associations (PTA)’ is collected through an Excel tool disseminated by HQ to Fields annually and data on textbooks revision and unaccredited teacher indicators is also collected through manual tools. In addition, a specific EiE M&E framework has been developed.

School Quality Assurance Framework: The Education Programme has also put in place a School Quality Assurance Framework, which was designed to measure everything that the Education Reform aims to achieve with regards to the school environment and practices. The Framework includes indicators for ensuring that the school is a safe and secure learning environment where children are protected. Perception of school safety is measured through the periodic Study of Associated Factors (SAF), which is implemented jointly with the ALO.

Agency-wide reporting: Progress towards the achievement of the Education Reform is captured as part of the Agency-wide reporting through: the Annual Operational Report (AOR), which details progress towards the attainment of the strategic outcomes in the Medium Term Strategy; the Annual Results Review (ARR) provides a means for decision makers to assess progress towards planned results by highlighting the positive, negative, and unexpected trends in programmatic and Emergency Appeals (EA) results; the Proposed Programme Budget which defines the planned activities to achieve the strategic objective SO3 and the expected results.

Stakeholders’ analysis

35. Table 2 identifies stakeholder groups that should ideally be involved in the evaluation, why they should be consulted and a few ideas on how these consultations may occur.
<table>
<thead>
<tr>
<th>Stakeholder</th>
<th>Interest in Evaluation</th>
<th>Possible involvement in Evaluation and likely use</th>
<th>Who (specifically for Evaluation)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Internal stakeholders</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department of Education, Headquarters, Amman (HQA)</td>
<td>Leads the overall policy/guidance formulation, management, and implementation of the Reform.</td>
<td>Provide inputs related to each pillar of the Education Reform, provide key documentation, consultation for KIIs or any other form of primary data collection methods and facilitate the implementation of evaluation.</td>
<td>Director, Deputy Director, relevant staff from Director’s Office, Head of units of each Reform pillars, Education Advisors, the monitoring and research team, and other relevant members of the team.</td>
</tr>
<tr>
<td>Evaluation Division, HQA</td>
<td>In charge of commissioning the evaluation, provides quality assurance, guidance, and coordination during the implementation of the evaluation.</td>
<td>Formulate ToR in consultation with relevant stakeholders; contract the external evaluation consultants/company, facilitate the implementation of evaluation; provide guidelines and quality assurance, approve, and disseminate the final evaluation report.</td>
<td>Chief of Evaluation, Evaluation Officer, Other relevant members of the team.</td>
</tr>
<tr>
<td>UNRWA Field Office managers (Gaza, Jordan, Lebanon, Syria, and West Bank)</td>
<td>Responsible for implementation of the Reform at field level.</td>
<td>Provide additional inputs related to the implementation of the Reform through in-depth KIIs; assist in primary data collection; FGDs with teachers and principals and facilitate overall implementation of the evaluation.</td>
<td>Field Director, Deputy Director Programmes, Programme Support Office, and Education Programme staff including the Chief, Deputy Chief, Area Education Officers; relevant heads / coordinators in Education Development Centre (EDC); Education Specialists, Strategic Support Coordinators, School staff: Principals and Deputies, Teachers, and Counsellors.</td>
</tr>
<tr>
<td>UNRWA management from other departments (Department of Planning, Human Resources, Health, RSS, Gender and Protection, External Relations, and Communication)</td>
<td>Other programmes and administrative functions may have views on the way Education Reform has been rolled out as a process and how it has impacted/supported wider organisational processes, systems, and crosscutting issues.</td>
<td>In-depth interviews to be conducted to gather evidence for the evaluation.</td>
<td>Directors of Planning, Human Resources, Health, RSS, External Relations and Communication, and Heads of the Protection Division and Gender.</td>
</tr>
<tr>
<td><strong>UNRWA Executive Office</strong></td>
<td>Interest in being informed about the effectiveness of one of the largest programmes in the Agency.</td>
<td>Limited involvement however findings and recommendations will be of importance for strategic planning purposes. In-depth interviews may be conducted to gather evidence for the overall governance framework of the agency.</td>
<td>Deputy Commissioner General, Chief of Staff</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
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<td>---</td>
</tr>
<tr>
<td><strong>Principals, Teachers, Specialists</strong></td>
<td>Teachers and Specialists, as frontliners, have been affected by the measures proposed by the reform. They are best placed to analyse the extent to which the theory is being turned into practice.</td>
<td>Survey could be organised but also FGDs to capture more qualitative information.</td>
<td>A good approach to understanding the effects of the reform longitudinally would be to prioritise consultations with those teachers and principals who have been in post for more than 10 years.</td>
</tr>
<tr>
<td><strong>Teachers’ Union</strong></td>
<td>The Union is likely to provide a unique perspective on the Education Reform and the situation in the schools</td>
<td>FDGs would be appropriate to capture their point of view</td>
<td>As with teacher and principals a good approach for sampling would be consulting those members that have been in the Union for a long time and those in a position of responsibility</td>
</tr>
<tr>
<td><strong>External stakeholders</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>UNRWA students and parents</strong></td>
<td>Parents and guardians are responsible for the education of the final beneficiaries of the Reform. Their perceptions are important to know to what extent the Reform approach is working. Students as recipients of UNRWA’s assistance in education and benefits from ultimate learning from evaluation; UNRWA’s accountability towards its beneficiaries.</td>
<td>Through sampling techniques, this population could be surveyed using household surveys, mobile or workshop data collection tools and FGDs. Tools used to consult children should be designed specifically for their age.</td>
<td>A sample of parents and students who are associated with UNRWA schools</td>
</tr>
<tr>
<td><strong>PTAs (parent teacher associations), and school parliaments</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Ministry of Education and Higher Education of the Palestinian National Authority, Host authority representatives.</strong></td>
<td>Interest in UNRWA’s performance and learning from the perspective of the host government.</td>
<td>Contribute through KIIs and provide inputs on collaboration with UNRWA such as curriculum, teachers training, scholarships, use of common back-to-school approach at UNRWA schools, sharing UNRWA experience of Education Reform etc. They can also contribute to understand how the use of different approaches in studying learning achievements within UNRWA schools and MoE schools evolved over the period of the reform.</td>
<td>Host authority representatives-to be determined.</td>
</tr>
<tr>
<td>UN agencies, NGOs/INGOs, Research institutions, other partners</td>
<td>Interest in understanding the implementation and effectiveness of the projects they collaborated in, as part of the Education Reform</td>
<td>Engage through in-depth interviews to gather evidence for the evaluation.</td>
<td>Focal points from, especially, UNESCO but also UNICEF, British Council, American Centre, Right to Play, Hoping Foundation NGO, etc.</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Donors</td>
<td>Interest in understanding if funds have been utilized efficiently and if UNRWA’s work has been effective and aligned with their own strategic interests.</td>
<td>Seek insights and perspectives through in-depth interviews about the Reform from key donors.</td>
<td>Focal points from aid agencies in donor countries (Switzerland, Germany, Norway, France, UK, US, Belgium) and the World Bank</td>
</tr>
</tbody>
</table>
36. Donor funding was instrumental to the development of certain education reform outputs and totalled $2,000,000. See table below for the distribution of donor funding in 2012 and 2013.

<table>
<thead>
<tr>
<th>Outcome</th>
<th>Outputs</th>
<th>Funding USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Development of the teacher policy</td>
<td>Professional, qualified, and motivated teaching force and empowered schools in place</td>
<td>100,000</td>
</tr>
<tr>
<td>2. Develop the student-centred education info- system (“EMIS”)</td>
<td>Evidence-based policy making and informed decision making at all levels in place</td>
<td>922,222</td>
</tr>
<tr>
<td>3. Develop the multi-media programme and finalisation of print materials for SBTED</td>
<td>Professional, qualified, and motivated teaching force and empowered schools in place</td>
<td>750,000</td>
</tr>
<tr>
<td>4. Develop the multi-media programme and finalisation of print materials for SLP</td>
<td>Professional, qualified, and motivated teaching force and empowered schools in place</td>
<td>300,000</td>
</tr>
<tr>
<td>5. Finalisation of the Quality Curriculum framework</td>
<td>Curricula to support holistic approach to learning and personal development strengthened</td>
<td>150,000</td>
</tr>
<tr>
<td>Annual total</td>
<td></td>
<td>2,222,222</td>
</tr>
</tbody>
</table>
2. THE EVALUATION

2.1 Evaluation purpose and objectives

37. In accordance with the overall strategic framework of UNRWA and the Medium-Term Strategy 2016–2022 the evaluation has a dual purpose of accountability and learning. Accountability to the different stakeholder groups involved in the Reform and learning to a large extent to the Agency and the Department of Education but also to other audiences such the donors and all who participated in preliminary findings and other sense-making.

38. The Department of Education request for this evaluation has been motivated by a number of questions and potential decision points. First, assessments of the management structure supporting the Reform has been very limited: there is a need to characterize the strengths and weaknesses of the Department’s operational structures. Secondly, a new six-year strategic plan for the Agency and the Education Programme will be finalized in late 2022 for the period 2023–2028. The evaluation results should help inform the Programme’s subsequent action plans and improve future reform efforts. Finally, in 2023, a new Director of Education will be appointed, and the evaluation should be a valuable, informative document for the new Director.

Objectives

39. This evaluation is formative in nature as it is intended to assess a dynamic process.

40. The main objective of the evaluation is to measure the results of the Education Reform in terms of the relevance of its approach, the efficiency and effectiveness of its implementation and how far reforms have contributed to desired changes (i.e., how far the Reform has advanced into its ToC).

41. Therefore, it is suggested that the evaluation should look at how the activities were implemented, assess the degree to which they have had the desired effect – and/or produced unintended effects, both positive and negative – examine their inter-relationships and the factors that have limited achievement. Also, the evaluation should test the Reform’s assumptions and explore the influence they have had on the change process.

42. To understand the impact of the Reform, the evaluation should attempt to understand UNRWA’s internal and external context, how it has changed, how risks have been managed and how changes have impacted outcomes. This is important given the shifts in contexts, including the political and socio-economic conditions in the fields of operation and the Agency’s fluctuating operational budget. The evaluation should explore the impact of the overlapping crises - regional instabilities, the COVID-19 pandemic and financial austerity - on management decisions, on staff morale, and on the resourcing and implementation of the Reform programmes.

43. While not the specific focus of this evaluation, the Reform evaluation should consider the role of the UNRWA’s flagship Education in Emergencies (EiE) programme in the wider context of the Reform and how conditions of instability have affected the structure and programme initiatives under the Reform. As well as to synergies/interdependencies between the regular education programme and EiE given that UNRWA is operating in a protracted crisis in four out of its five fields.

44. The evaluation process is also expected to exercise accountability towards different stakeholders, i.e., teachers, students (girls and boys), UNRWA management, donors, and other persons of interest. Table 3 gives an outline of what kind of accountability different stakeholders might expect.

Table 4 – Accountability lines - a summary

<table>
<thead>
<tr>
<th>Stakeholder</th>
<th>Why being accountable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teachers and Principals</td>
<td>Teachers and principals will have a relevant opportunity to have their opinions contribute to the recommendations of the evaluation and consequently to some of UNRWA’s strategic decisions.</td>
</tr>
<tr>
<td>Students</td>
<td>In addition to making their voices heard, students will be able to learn and reflect immediately through the questions posed by the evaluators.</td>
</tr>
<tr>
<td>UNRWA Education Department</td>
<td>The evaluation is primarily designed to contribute to the Department of Education’s ability to make informed decisions.</td>
</tr>
<tr>
<td>UNRWA Management</td>
<td>With the Department of Education being such a strategic sector for UNRWA, the evaluation will be able to inform decisions at the highest level. Senior Agency managers will also be able to extrapolate and adapt some of the findings and conclusions to other departments.</td>
</tr>
</tbody>
</table>
Donors will be able to learn through evidence-based information how UNRWA is using their investment and how it is contributing to tangible results.

45. UNRWA is aware that both the Reform process and its outcomes are affecting different groups of people differently, women/men, girls/boys, people with disabilities, etc. It is expected that the evaluation will provide UNRWA with a differentiated analysis of these groups of people, and of other variables that may be relevant in this context, e.g., school structures, i.e., single vs. double shift schools, rented school facilities vs. purpose-built facilities, single-sex, or co-educational formation.

2.2 Scope

<table>
<thead>
<tr>
<th>Theme</th>
<th>UNRWA’s Education Reform</th>
</tr>
</thead>
<tbody>
<tr>
<td>Years of focus</td>
<td>Last strategic period (2016-2022)</td>
</tr>
<tr>
<td>Geographically</td>
<td>UNRWA Headquarters and all fields of operation</td>
</tr>
</tbody>
</table>

46. Thematically, the evaluation will cover UNRWA’s Education Reform, addressing all Reform work strands (except TVET, due to distinct implementation features and working schedules).

47. The evaluation should consider the entirety of the Reform works since 2011, however a focus on current activities, practices and results over the last strategic period (2016-2022) for the Agency is expected. This gives enough time to be able to assess with more perspective how the Reform is working.

48. Geographically, it will cover the Agency headquarters and all fields of operation although the timing and scale of implementation across the fields has differed.

49. With regards to Syria, the inclusion of feedback from external stakeholders, including parents, students and partners requires a review and approval of methods by host authorities and the use of a registered Syria based evaluation consulting firm. Primary research with staff and accessibility to UNRWA documentation from Syria is available to the evaluation.

2.3 Evaluation questions and criteria

50. The table below outlines the evaluation questions and sub questions proposed. The evaluation team is expected to support UNRWA to further focus this set of questions during the inception phase to allow for a more in-depth analysis of the issues to be investigated.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Main question</th>
<th>Sub-questions</th>
</tr>
</thead>
</table>
| Relevance  | How relevant has the approach of the Education Reform been in achieving stated objectives?                                                                                                                     | 1. How relevant has the Reform’s pedagogical approach been to the needs and capacities of the Education Programme stakeholders, including teachers and students?  
2. How relevant has the overall Reform approach been across the Agency’s organizational hierarchy, considering relevance to the HQ level and across and within fields of operation?  
3. To what extent was the design and implementation of the Education Reform being consistent with UNRWA policies, including Gender and inclusion policies and to MDG 2 and SDG 4.                                                                                                                                 |
| Coherence  | How adequately has Education Reform work intersected with other UNRWA programmes and reforms?                                                                                                               | 4. How well has the Education Reform related to other key considering for example work in health, gender, human rights, RSS, and protection? initiatives that have taken place in parallel within the Agency  
5. How well did synergies/interdependencies work within the regular education programme and with EiE?                                                                                                                                                                                                                                  |
| Effectiveness | To what extent were Education Reform plans effectively implemented? | 6. What are the factors that have hindered or facilitated the implementation of the plans set out in the Reform? What was the influence of contextual situations in the Agency (such as financial constrains) and in the different Fields, such as the emergencies in Gaza and Syria?  
7. What has been the quality of the products, processes, structures, and systems affected by the Reform (Quality is understood as technical quality – including mainstreaming of issues, timeliness, and utilization.)  
8. To what extent are the Education Programme’s organisational structures, considering those across the organizational hierarchy (HQ and FO) fit for purpose, adequately defined and appropriate, and supporting the delivery of the expected results? |
| Efficiency | To what extent have the resources, (human and financial) available to the Reform been adequate, and used appropriately? | 9. To what extent have the resources available to the Reform been used appropriately to support reform goals? Were partnerships adequately leveraged?  
10. To what extent is resource allocation, both in HQ and in and across FOs, adequate to achieve the objectives set by the Reform, including those related to mainstreaming cross-cutting issues?  
11. To what extent is resource allocation resulting from the Reform appropriate to meet educational norms and standards? Special attention should be given to the class formation (teacher to student ratios), which defines staffing requirements for the Education Department.  
12. To what extent are Reform-related monitoring mechanisms contributing to the Department’s learning, decision-making and accountability mechanisms? |
| Impact | How has the Education Reform contributed to change, and in line with SDG 4. | 13. How far has the Education Reform gone into the pathways to change articulated in its ToC? To what extent has change occurred across organizational levels and across the five FOs?  
14. What have been the factors that facilitated or obstructed a) their achievement, b) the possibility of going further? Why did they influence UNRWA’s contribution to changes?  
15. To what extent has the Reform, and its activities, led to more student-centred and inclusive teaching and learning [MoV: COS]?  
16. To what extent has the Reform helped improve learning achievement and, in particular, HOTS [MoV; MLA and ALO-SAF]?  
17. Did the benefits of the Reform accrue equally to staff and students, considering factors influencing vulnerability, including gender, socio-economic factors, persons with disabilities. |
| Sustainability | To what extent have the changes and outputs produced by the Department of Education under the Reform been established in a sustainable way? | 18. How likely is that the results achieved through the Reform will continue to be sustained? i.e., systems, structures, processes, and classroom cultures.  
19. What are the possibilities for UNRWA to maintain the positive changes brought about by the Reform in the different stakeholder groups? (This analysis should be disaggregated.) |
2.4 Evaluability assessment

51. In late 2020, supported by UNESCO, the Department of Internal Oversight Services (DIOS) commissioned an evaluability assessment for the evaluation of the Education Reform that was expected to take place in 2021.

52. The evaluability assessment was carried out by external consultants in collaboration with UNRWA DIOS staff to inform the evaluation objectives, scope and to identify potential data sources for results analysis. The key areas of enquiry of the evaluability assessment are summarised in table 4.

53. The assignment was guided by norms and standards for evaluation in the UN system. Given COVID-19 travel restrictions, research was conducted remotely. The main methods used by the team included: desk and literature review and semi-structured interviews with 29 staff that included a blend of headquarter and field level stakeholders. The full report is provided as an annex to these ToR.

Table 6- Main areas of enquiry of the evaluability assessment

<table>
<thead>
<tr>
<th>Areas of enquiry</th>
<th>Purpose</th>
</tr>
</thead>
</table>
| What evaluation scope and key questions would be most useful? | ▪ To increase the likelihood that the evaluation will provide timely and valuable information for decision making.  
▪ Understanding was gained through stakeholder consultations, exploring views on the elements of the Reform that could be most valuable to investigate, as well as on contextual factors or stakeholder groups that could be of special interest. |
| To what extent can Reform outcome objectives be credibly measured? | ▪ To ensure that evaluation can rely on available, quality data and information.  
▪ The initial research probed the data availability through the programme’s monitoring and quality assurance frameworks and considered the feasibility of primary data collection efforts and limitations. |
| Were there significant contextual factors that influenced the implementation of the Reform strategy and that can impact the evaluation? | ▪ To ensure that evaluation is informed on contextual changes influencing the implementation of the Reform.  
▪ The research investigated to which extent the context influenced the implementation of the Reform, looking specifically at the impact caused by the Syrian Crisis and COVID-19. |

54. The evaluability assessment proposed a series of evaluation questions that have been considered in the section 2.4. of this ToR.

55. In addition, the evaluability assessment provided valuable information on the type of primary and secondary information that would be accessible and should be consulted during the evaluation.

56. **Primary information** should be obtained through consultations with a critical mass of key stakeholders, based on the stakeholders’ analysis of section 1.3.5. of this ToR. The evaluation should use mostly intentional non-probability sampling to select participants for interviews, focus groups, workshops, surveys, and other data generation activities. This means that the evaluation team, in consultation with relevant stakeholders, should invite those people who have richer information about the questions posed in the evaluation matrix.

57. The evaluation team will be able to conduct surveys, interviews, and focus groups with UNRWA students and education staff in all fields of operation. To complement the information obtained from the primary data collection, the evaluation team will also have access to secondary information that can provide further quantitative data.

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12 Evaluation methods and data collection tools used to collect views of external stakeholders (students, parents, or other groups) in the Syria field of operations (SFO) require advance planning and clearance processes with host authorities, namely coordination with the General Authority for Palestine Refugees (GAPAR), and in some instances the Syrian Ministry of Foreign Affairs (MOFA). The use of a Syria based firm registered to provide evaluation services is required. To manage risk, evaluation teams should initiate planning processes for Syria data collection during the inception phase. Research involving staff can be completed by international consultants through online methods.

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58. In all data generation and analysis activities, the evaluation team shall ensure appropriate consideration to the specific contexts of women and men, ensuring there is a balanced representation of people consulted (gender; geographic; (dis)ability; and other inclusion considerations).

59. **Secondary data** to be considered include, but are not limited to:

- UNRWA strategic framework: UN General Assembly resolutions pertaining to UNRWA’s mandate; Medium Term Strategy 2010-2015; Medium Term Strategy 2016-2021.
- Education Reform documents: UNRWA Education Annual Reports; Education Reform Annual reports; Review and forward-looking assessment of Education in UNRWA conducted by Universalia; policies and instructions resulting of Reform activities, curriculum frameworks.
- Secondary data related to student performance and education context: UNRWA Monitoring Learning Achievement study (MLA) and ALO-SAF; the COS; Perceptual Surveys; UNRWA Educational Management Information System; National education performance exams; Trends in International Mathematics and Science Study (TIMSS); Education for All National Assessments 2000-2015.

### 2.5 Outline of the methodology

60. The evaluation team will need to comply to UNWRA Evaluation Policy and the UNEG Evaluation Norms and Standards in conducting the evaluation. Human rights, gender equality and leaving no one behind principles should be integrated within the evaluation process. The evaluation putting teachers and students at the centre of the analysis.

61. Additionally, the evaluation will incorporate the following principles:

- **Intersectionality** - Considering and addressing intersectional factors that combined create different modes of discrimination and privilege, such as socio-economic status/poverty, age, gender identity and expression, and diverse abilities.
- **Appreciative inquiry** - Building on strengths to inspire and inform a better future. This also means that the evaluation team will address challenges and concerns with a sense of goodwill, aiming at empowering and not discouraging stakeholders.
- **Inclusion and participation** - While maintaining independence, promoting an interactive approach involving the participation of different stakeholders in the various stages of the evaluation process.
- **Forward-looking** - The evaluation will “look backward (what has been) to inform the future (what might be) based on the present trajectory (what is happening now). Evaluators (will) examine what has worked and not worked in the past, not just to capture history, but to inform the future”.
- **Rigour** - Following an evidence-based approach and use of various data collection methods and sources to ensure all findings are triangulated to maximise the evaluation’s quality, credibility, and utility.
- **Anonymity** - Taking the utmost care to preserve the anonymity of sources.
- **Flexibility** - Combining different approaches and tools adapted to the needs, opportunities, and contexts that the
process may require.

- **Efficiency and time sensitivity** - Ensuring that processes meet the evidence needs of UNRWA and avoiding overburdening stakeholders, aware of any additional workload created.
- **Consent** - Taking special care to obtain the informed consent of all persons participating in the evaluation and especially the children's guardians.
- **Awareness of backlashes** - Allowing for the assessment and proper interpretation of adverse reactions and resistance to change.

62. It is expected that the evaluation will follow a non-experimental, theory-based approach that uses mixed methods. This means that the evaluation team will review this ToR during the inception period which will serve as a basis to draw conclusions about whether and how the Evaluation Reform, was expected to produce its results, how the assumptions, risks, and contexts supported or hindered the theory from being manifested, etc. in line with the evaluation questions.

63. Additionally, following this approach, the evaluators are expected to open the “missing middles” to better examine the causal link between the Reform outputs and the observed and desired outcomes.

### 2.6 Limitations of the evaluation

#### Table 7. Risks and Mitigation Approach

<table>
<thead>
<tr>
<th>Risks</th>
<th>Mitigation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complex nature of the Reform, which operates at policy level, involving multiple stakeholders, within complex and fluid environments, and which has changed over time.</td>
<td>The application of a theory-based approach should enable complexity and context to be understood, and causative pathways to be explored – leading ultimately to an overarching evaluation of the Reform.</td>
</tr>
<tr>
<td>Data paucity might affect the ability to robustly assess results, particularly at the level of secondary data, related to student performance and education context. This is of particular concern when looking at the Reform implementation during conflict crisis in certain field context such as Syria, or during the COVID-19 pandemic, when data were not consistently gathered and stored. Further to this, there might be additional gaps in gender analysis, as data related to enrolment are not sufficient to understand to which extent the gender dimension was meaningfully addressed by the Reform.</td>
<td>The option of a more primary qualitative appraisal may be applied at different levels, exploring first-hand information for in depth analysis rather than relying on an audit of inputs and outputs. The adoption of a mixed-method approach may be applied to ensure triangulation through multiple sources. At the analysis stage, assumptions of pathways to results based on the ToC implicit (or explicit) in programming should be assessed.</td>
</tr>
<tr>
<td>Field access restrictions linked to the conflict in Syria, ongoing blockade in Gaza, and limited access to the West Bank might affect conducting field missions during the evaluation period.</td>
<td>Remote data collection methods from the field (e.g., synchronous, and asynchronous online services) do not suffice. Data collection templates can be drawn up to allow for systematic data collection against the areas of inquiry. Alternative methodology should be proposed by consultants if assessment needs to be conducted remotely, e.g., third party engagement? Additionally, the evaluation team should consider remote training of local data collectors in each of the UNRWA five fields of operation. Information collected can be triangulated using dedicated data analysis templates once data collection is complete. In Gaza, data collection can be supported through enumerators / local/national evaluation consultants in West Bank and Gaza. Although escalations in violence and the fragility of the contexts there could influence travel to those fields.</td>
</tr>
</tbody>
</table>
Concerning Syria - Evaluation teams must engage a locally registered evaluation consulting firm based in Syria to undertake research involving beneficiary feedback. Additional time and planning need to be made available as the approval of the firm is required by Syrian Ministry of Foreign Affairs (MOFA) and review and approval of data collection tools related to beneficiary feedback requires review and approval by the General Authority for Palestine Arab Refugees (GAPAR).

| Practical issues of timing and resources are also significant influences on feasibility. The gap between the confirmation of field study sites and the anticipated field visits may be short and may constrain stakeholders’ availability for interviewees and FGDs. |
| Ensuring a common and robust core analytical approach is essential if the evidence base generated is to permit comparison at synthesis level. Common enquiry tools can be applied around the Evaluation Matrix (Annex A) all geared to the preliminary programme theory. The application of common core questions, methods for data collection, and analytical frameworks; as well as common formats for reporting, e.g., for field study reports, can support this. Comparison across features or attributes can work better than a whole-case approach. |
| Diversity of contexts within which the educational Reform has been applied affects data comparability. |

Diversity of contexts within which the educational Reform has been applied affects data comparability.
3. EVALUATION MANAGEMENT

3.1 Phases of the evaluation and deliverables

64. The evaluation will be carried out in five phases in which the evaluation team will produce the required deliverables.

Inception phase

65. The inception phase lasts from the time the evaluation is commissioned to the evaluation firm until UNRWA approves the inception report. During this phase, the evaluation team is expected to conduct a preliminary but extensive desk review and consult with key stakeholders, including the reference group for the evaluation (Evaluation Reference Group).

66. **DELIVERABLE ONE** – During this phase the evaluation team will develop a comprehensive inception report. It is expected that the inception report will be a concise (no more than 25 pages excluding annexes) and clear document covering the following issues:

- Clear presentation of the context and the object of the evaluation, including gender and HR aspects relevant to the evaluation exercise.
- A final, verified version of the ToC.
- Clear description of the purpose, objectives, and scope of the evaluation, based on those set out in this ToR and fine-tuned through the inception phase.
- Presentation of the evaluation criteria and questions explaining any deviations from those detailed in this ToR.
- A complete evaluation matrix linking the evaluation criteria and questions with sources of information, benchmarks, assumptions and/or other processes from which the analysis can be based, and conclusions drawn.
- A clear methodology technically sound, logistically feasible, and appropriate considering the evaluation framework.
- Clear and detailed description of how gender, inclusion and environmental issues will be mainstreamed in the rest of the phases of the evaluation.
- A complete workplan containing all relevant information, including how tasks and responsibilities are to be assigned to the different evaluation team members and what support is expected from the various UNRWA staff involved in the handling of the evaluation.
- Limitations anticipated for the evaluation and mitigation measures.

Data collection phase

PRIMARY DATA COLLECTION

67. During the data collection phase, the evaluation team is expected to consult a broad sample of the stakeholders as proposed in Table 3 (stakeholder analysis) of these ToR.

68. The evaluation will use a mix-methods approach for data collection prioritising spaces for sense-making and collaborative exchange that yield immediate learning for the participants. This type of data generation will aim to avoid merely extractive data collection.

69. The evaluation team can employ synchronous and asynchronous virtual collaborative tools and platforms mixed with traditional instruments, such as surveys and KIIs, to generate primary information from a wide range of stakeholders. All these tools should be power-aware, respectful, inclusive, and participatory.

70. The team will create appropriate conditions for meaningful participation, including minimising barriers (e.g., Arabic language or availability barriers) and designing multiple channels of communication with a wide audience that suit the circumstances of the participants.

71. This means that for all data collections tools but especially for FDG and KIIs, the evaluators should design different protocols for each of the potential stakeholder groups, that will be drawn up addressing some of the core evaluation questions and intersecting with the participant(s) background.

72. During this phase the Evaluation Team will be responsible for organising data collection and collecting data with minimum involvement of UNRWA staff. However, UNRWA will provide all support agreed in the inception report.
SECONDARY DATA COLLECTION

73. A large body of documents will be made available at the inception stage of the evaluation. This will include relevant information from the Agency’s monitoring tools detailed in this ToR. Additionally, it is expected that further quantitative and qualitative data from secondary sources will be compiled and reviewed during this phase to address the overall purpose of the evaluation and answer the specific questions.

Data analysis

74. The evaluation will promote an approach for interactive data analysis. Information will be analysed at different but interconnected levels involving the participation of various stakeholders. This may also facilitate UNRWA having input from the evaluation team at different intervals in the process and not only when the report is done. To this end, it is expected that the evaluation team will hold formal and informal debriefings, most significantly, with the UNRWA Evaluation Department and with the ERG to make sense of the main themes emerging. The evaluation team will also analyse available information and insights during interactive workshops with the different FOs. These workshops will contribute to contextualise and validate the preliminary evaluation findings.

75. The information collected throughout the evaluation process should be systematically compiled and codified in tables of evidence ideally using qualitative research software and analysed using triangulation techniques to validate findings.

76. If contradictory information is obtained from different stakeholders, an effort should be made to understand the reasons for such information, including any age/gender-based differences.

77. The evaluation approach and data analysis methods should also focus on equity, gender, disability inclusion, and human rights aspects, be responsive and appropriate for analysing the gender equality, disability, and human rights issues.

78. DELIVERABLE TWO: Preliminary findings workshops/presentations: The evaluation team is expected to conduct a series of workshops/presentations to validate the preliminary findings with different stakeholders including Agency staff and the Evaluation Reference Group. The format and duration of these workshops will be determined in the inception report.

Report writing

79. This phase is the period between the preliminary findings’ presentations and the approval of the final report including all annexes and the executive summary.

80. It is expected that the evaluation team will submit a draft evaluation report and that sufficient time will be allocated for two rounds of comments by UNRWA, a first round involving internal stakeholders and the second draft involving the Evaluation Reference Group. The persons who will provide input to the draft will be determined in the inception report.

81. For the two rounds of comments, the evaluation team will produce a comment tracker table indicating how stakeholder comments have been integrated, or valid reasons as to why they have not been integrated.

82. DELIVERABLE THREE: The draft report, as the final report, will follow the UNRWA outline for reports and should not be longer than 40 pages excluding annexes. All findings and recommendations included in the report will be based on solid evidence. The report shall be produced in English in its entirety.

83. DELIVERABLE FOUR: The final report will have addressed all comments made by stakeholders on the draft report. The final report shall be submitted in English and the executive summary of not more than 5 pages shall be submitted in English and Arabic. This document is expected to be of publishable quality.

84. The basic contents of both reports should cover context, description of the evaluand, methodology, findings, organised by evaluation questions, conclusions, and recommendations.

Dissemination

85. Once the final report has been approved, the evaluation team will develop a summary product to share the findings and recommendations of the report with those who have participated in the evaluation – including education staff and beneficiary communities.

86. DELIVERABLE FIVE: Both the content and the format of the product must be simple, friendly, and include strong data visualization in order to reach diverse audiences. The specific format will be determined during the inception phase.

87. This product will be produced in English and Arabic.
### 3.2. Timeline

88. The following is a broad estimate of the level of effort (expressed in days of work) expected to be invested by the evaluation team in different tasks and milestones.

89. The evaluation team will make a more accurate and reasoned estimate in the workplan of the inception report.

#### Table 8 – Estimated level of effort per evaluation phase

<table>
<thead>
<tr>
<th>BROAD ESTIMATE OF LEVEL OF EFFORT EXPECTED IN EACH EVALUATION PHASE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>INCEPTION</strong></td>
</tr>
<tr>
<td><strong>KEY MILESTONES/TASKS</strong></td>
</tr>
<tr>
<td>Date</td>
</tr>
<tr>
<td>Start-up briefing</td>
</tr>
<tr>
<td>Desk review and scoping meetings, including the ERG</td>
</tr>
<tr>
<td>inception phase and report</td>
</tr>
</tbody>
</table>

| **DATA COLLECTION**                                           |
| **KEY MILESTONES/TASKS**                                      |
| Date | Level of effort expected from the entire evaluation team |
| Remote data collection and field work | 23rd of April to early June | 80 days |
| (Beware the Ramadan 2023 finishes on the 23rd of April) |

| **DATA ANALYSIS AND VALIDATION**                              |
| **KEY MILESTONES/TASKS**                                      |
| Date | Level of effort expected from the entire evaluation team |
| Data analysis and development of findings | June | 40 days |
| Presentation of preliminary findings and recommendations | July | 16 days |

| **REPORT WRITING**                                           |
| **KEY MILESTONES/TASKS**                                      |
| Date | Level of effort expected from the entire evaluation team |
| First draft of the report | Early September | 70 days |
| Sharing of report for comments | End of September | ___ |
| Consolidation of comments and revisions to report | October | 27 days |
| Management response (UNRWA) | November | ___ |
| client satisfaction questionnaire | November | ___ |
### DISSEMINATION

<table>
<thead>
<tr>
<th>KEY MILESTONES/TASKS</th>
<th>Date</th>
<th>Level of effort expected from the entire evaluation team</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional debriefs and visual presentations to stakeholders</td>
<td>November/December</td>
<td>15 days</td>
</tr>
</tbody>
</table>

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#### 3.3. Roles and responsibilities of UNRWA

**DIOS – Evaluation Manager**

90. The evaluation will be managed by a DIOS evaluation officer, to whom the team leader of the evaluation service provider will report to.

91. Her/his functions include:

- Supervising the assignment throughout the evaluation process (design, implementation and dissemination).
- Being ultimately responsible for providing all documents, information and logistical support required by the evaluation team.
- Serve as the first point of review for the evaluation deliverables and will coordinate the feedback process, ensuring that comments are made within the agreed timeframe.
- Establish, convene, and chair meetings with the Evaluation Reference Group (ERG) to support a participatory and utilization focused evaluation.
- Coordinate the selection of the Evaluation service provider.
- Establish an evaluation management group including key field and programme support staff to support the Evaluation Team in the evaluation’s implementation.
- Quality assurance and approve team deliverables and evaluate the team’s work in consultation with the ERG.
- Take responsibility for disseminating and learning.

**Evaluation management group (EMG)**

92. The evaluation management group will be composed of a main focal point in the Department of Education and logistical focal points in the relevant FOs. Their functions will include:

- Assist the evaluation manager in facilitating the Evaluation Team’s access to all information and documentation relevant to the intervention, as well as to key actors and informants who should participate in interviews, focus groups or other information-gathering methods.
- Supporting the evaluation manager in providing all documents, information and logistical support required by the Evaluation Team.
- Providing data relevant to the evaluation from UNRWA systems for example financial, human resources or experience information from the EMIS.
- Assist the evaluation manager in coordinating responses to Evaluation Team information needs with programme units, and key evaluation stakeholders.

**Evaluation Reference Group (ERG)**

93. The ERG will be composed of all or some of the following profiles:

- Head of the Department/Senior Managers of the Education Department
- Senior member of the Front Office
- Focal points of the subjects that need to be mainstreamed in the evaluation (environment, gender, and disability)
94. The ERG will provide technical inputs and guidance to the evaluation team at key stages of the evaluation and will endorse the inception report and the evaluation report.

95. The evaluation manager will act as the administrator of the ERG and will convene meetings and convey agendas. The evaluation manager will also distribute to the ERG drafts of key evaluation deliverables for review and comment including the draft inception report and evaluation report.

3.4 Evaluation team and commissioned firm

96. UNRWA is seeking to commission a team of evaluation experts through a contract with an established evaluation consultancy firm with at least 7 years of relevant experience. The contract will be awarded to a single institution although a consortium arrangement is required. UNRWA will only sign with the lead partner.

97. The evaluation team will conduct the evaluation by fulfilling the contractual arrangements in line with the ToR, UNEG/OECD norms and standards, and UNRWA rules and regulations.

98. The commissioned firm is accountable for ensuring products meet the UNRWA quality assurance frameworks and the professional norms and standards for evaluation in the UN system (UNEG).

Composition of the Evaluation team

99. Evaluation team members should not have been involved in the design or implementation of any programme of the UNRWA Education Department in the last 10 years or have any other conflicts of interest. Further, they will act impartially and in accordance with UNEG ethical standards and norms at all times during the evaluation process.

100. The evaluation is of a large, complex programme and the team leader and other senior team members need to have experience with this type of evaluation and provide a balance of gender and expertise across the capacities outlined below.

101. Team members can cover more than one area of expertise of those required. The team should be complemented by a project manager. It will be important that the evaluation core team include or be complemented by a team of national consultants/enumerators within each of the Agency’s fields of operation (Gaza, West Bank, Lebanon and Jordan) in addition to a firm registered in Syria to provide evaluation services within that field of operation.

Team Leader

102. A team leader must be named. The team leader will direct all parts of the effort and will be the primary focal point to UNRWA. They will coordinate and supervise the work of all teams and persons of the organization in their contributing roles. They will ensure the quality of the evaluation process, outputs and methodology and take direct responsibility for all deliverables being provided in a timely manner and of satisfactory quality. The leader will ensure ongoing consultation with the evaluation manager, ERG and Evaluation Management Group.

103. Key qualifications of the team leader include:

- Post graduate qualification in education, evaluation, international development, or the social sciences.
- At least seven years of experience in evaluation and demonstrated team leader experience.
- Demonstrated experience in evaluation, including experience in evaluating education programmes, with evidence of understanding of global standards, theories, models and methods related to evaluations and research.
- Demonstrated team leader experience of complex programme evaluations, with multiple workstreams, including experience with multi-country evaluations.
- Expertise in the evaluation of corporate strategies, including institutional change, results-based management and programme planning cycles; having applied such experience in the evaluation of education programmes is desired.
- Demonstrated experience in conducting humanitarian and development evaluations in complex environments, experience working with UN agencies is an asset.

Other team members

104. The other named persons in the proposal will have experience and skills that complement the Team Leader. These complementary capacities should include at least one person each with expertise in the subjects and capacities noted
below. A team member can cover more than one area of expertise. Having a team member with a Syria based and registered evaluation consultancy firm is required. The team should collectively meet the following requirements:

- Each member should have at least five years of experience in evaluation.
- Knowledge of evaluating education programmes, including education in emergencies, and working with refugees and marginalized children.
- Experience in the evaluation of development programmes or humanitarian response provided in conflict and complex emergency settings; experience working with UN agencies or other INGOs will be an advantage.
- Extensive knowledge of qualitative and quantitative data collection methods and analytical methods and techniques.
- Expertise with the ethics of evidence generation, collecting data from children and vulnerable groups.
- Experience in working with field-based staff and community leaders.
- Experience with gender equity and analysis, human rights, and inclusion issues. A gender specialist needs to be part of the team.
- Strong understanding of the geo-political contexts in which UNRWA works; including evaluation experience in an Agency field of operation(s), and familiarity with UNRWA’s mandate is desirable.
- Excellent oral and written communication skills in English and Arabic. It is recommended that at least two core team members - one male and one female – should be fluent in Arabic, preferably Levantine Arabic, to undertake data collection and analysis.
- Additionally, the team will need support from a registered Syria based evaluation firm.

105. Availability: Conditions permitting, the evaluators must be immediately available and able to travel to UNRWA HQ (Amman) and its fields of operation (Jordan, Gaza, West Bank, Lebanon). The evaluation team will need to identify and partner with a registered Syria based consultancy firm to support research with Palestine refugees in the field.

Ethics

106. The UNRWA Evaluation Policy states: Evaluation at UNRWA should adhere to high standards of ethics and integrity in line with the UNEG Ethical Guidelines for Evaluation and the UNEG Code of Conduct for Evaluation in the United Nations system. Staff responsible for managing evaluations should follow these ethical guidelines and ensure that staff and consultants conducting evaluations are aware of and follow these guidelines.

107. Evaluators should systematically consider ethics throughout the evaluation cycle and ensure respect for the beliefs, manners, and customs of the social and cultural environment; for human rights and gender equality; and for the principles for humanitarian assistance of ‘do no harm’ and ‘leave no one behind.’ Evaluators should also ensure alignment to ethical standards in interactions in conflict settings and with vulnerable groups, including women, children, and persons with disabilities.

108. Evaluators uncovering evidence of wrongdoing, should report it should be reported to the Department of Internal Oversight Services online at https://www.unrwa.org/online-complaint-form or by email dios-communication@unrwa.org, hotline@unrwa.org.

109. The Evaluation Team must demonstrate personal and professional integrity during the whole process of the evaluation.

110. The Evaluation Team must respect the right of institutions and individuals to provide information in confidence and ensure that sensitive data cannot be traced to its source. Further, the team must respect ethics of research while working with children including using age-appropriate consent forms, age-appropriate data collection, and principle of do no harm.

111. Evaluation team members will sign a no conflict-of-interest attestation.

112. The evaluation process must be sensitive to beliefs, manners, and customs of the social and cultural environment in which they will work. Especially, the team must be sensitive to and address issues of protection, discrimination, and gender inequality.

113. Furthermore, the team members are not expected to assess the personal performance of individuals and must balance an assessment of management functions with due consideration of this principle.
The UNEG norms and standards for evaluation, the UNRWA Evaluation Policy (2022) and the UNRWA Standards and Procedures for Quality Assurance in evaluation (revised August 2016) define the quality standards expected from this evaluation and sets out the processes for quality assurance (including guidance and templates for key deliverables).

The Evaluation Division of DIOS will apply these guidelines to quality review the updated TOR, inception report, draft, and final evaluation report. The inception report and draft evaluation report will be scored against a quality assurance checklist, the template for which will be provided beforehand to the selected evaluation service provider.

The evaluation team is also expected to have its own mechanisms for assessing the quality of the products.

4. HOW TO APPLY

117. Adherence to the United Nations Supplier Code of Conduct (Code of Conduct) is a requirement to participate in any solicitation exercise of UNRWA. All proposers must read the Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment, and ethical conduct may be found at the UN website. The proposer must acknowledge that UNRWA strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices.

118. The application will also include any annexes necessary to clarify any aspects of the proposal and/or necessary to substantiate any of the requirements of the supplying firm, team leader and core team as described below. It is requested that all annexes be combined into one pdf.

4.1 Technical proposal

119. The technical proposal should be no more than 20 pages (Arial 10 font, single spaced, 1 inch margin on all four sides, A4 page format) including:

- A cover letter (maximum three pages) that demonstrates the capabilities and history of the members of the proposed evaluation team in conducting similar assignments, including pertinent experiences, skills, and competencies of individual team members.

- A proposed methodology (approx. nine pages) that reflects an understanding of the scope of the assignment and elaborates on the approach and methods the team will use to address the evaluation questions, including strategies to be used in support of developing the results analysis. This should include an overview of how it is planned to mainstream issues such as gender equality, human rights, disability inclusion and environmental sustainability.

- A brief overview (approx. three pages) of how the evaluation team will conduct its work, including the use of distance methods if an emergency context or COVID-19 related travel restrictions limit team member movement, using for example local partners.

- A high-level timeline and work plan (approx. three pages) that reflects the three broad phases of the evaluation, including planning, data collection and analysis and reporting, as well as projections for the days of effort for team members.

4.2 Financial proposal

120. The proposal should include any travel require by the team leader and core evaluation team members to UNRWA Headquarters Amman and any of the four fields of operation (Gaza, the West Bank, Lebanon, and Jordan), as required. As well as the cost derived from utilizing consultants/companies registered in Syria to undertake field research there (to comply with host authority requirements).
5. ANNEXES TO THE TERMS OF REFERENCE

Annex 1 – More details about the UNRWA Education Programme Reform

1. The strategy and implementation approach for the UNRWA education programme Reform were set out in the UNRWA Education Reform Strategy 2011-2015, and the Education Reform Strategy Implementation Plan 2011-2015. The design for the strategy was built upon the results and learnings from a 2010 review commissioned by UNRWA and conducted by Universalia and reported in The Quality of Education in UNRWA. The review provided a comprehensive organizational assessment and baseline information, focusing on analysis of the management of the education programme and the quality of results. The review informed the formulation of the key objectives and work strands underpinning the UNRWA Education Reform strategy which included:

2. Professional qualified and motivated teaching force and empowered schools in place.
   1. Equal access for all children to quality education regardless of gender, abilities, disabilities, impairments, health conditions and socioeconomic status assured.
   2. Curricula to support holistic approach to learning and personal development strengthened.
   3. Evidence-based policy making and informed decision-making at all levels in place.
   4. Effective educational governance system at all levels in place.
   5. Education programme planning and management is strengthened.
   6. Partnerships, communication, and use of education ICTs strengthened.

3. The following section describes each strand of the Education Reform, with information related to its implementation status.

4. Teacher Development and School Empowerment- This strand aimed to substantially modify the teaching practices and strengthen UNRWA’s workforce management system to provide a professional, qualified, and motivated workforce for UNRWA schools. A teacher policy was developed to focus on recruitment, capacity development, performance management and career progression; and a training programme was designed to provide in-service training, ongoing professional development, and monitoring and feedback to staff. This strand also included components to strengthen the capacity of school principals, empower school communities, and to measure and evaluate the impact of the Reform.

   • **Outcome objective:** professional, qualified, and motivated teaching force; empowered schools in place.
   • **Intermediate outcome objectives:** i) programmes result in more empowered principals motivating staff, driving school quality, equity, inclusiveness, and community engagement; ii) programmes result in changes to teaching from transmission and rehearsal to active, student centred, collaborative learning that builds higher order thinking skills as well as knowledge.
   • **Output objectives:** i) a teacher policy and professional career framework in place; ii) strategic support units in place; iii) a coherent teacher and principals’ training programme in place, including blended learning programmes teacher development (SBTD) and principals (Leading for the Future); iv) coherent performance management system in place.

   • **Responsible:** At Headquarters level, the Teacher Development and School Empowerment (TDSE) unit develops policies and strategies for teacher development and school empowerment. Furthermore, it provides competency-based training programmes for Pre-service Teacher Education and Continuing Professional Teacher Development as well as learning programmes for the Head teachers, Supervisors, and other educationalists. At the Field level, the Professional Development and Curriculum Unit is responsible for the development and implementation of professional development programmes and activities relevant to curricula for education staff. Area Education Officers also support the professional development of teachers.

   • **Resource allocation:** $1,511,45623

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20 To align with the 2017 ToC, in this report, the strand “Evidence Based Policy and Strategic Planning, Management, Projects” combines “Research, Development and EMIS” and “Strategic Planning, Management and Projects”
21 Home (unrwa.org)
22 Teacher Policy, 2013
23 Education Reform final report, 2015
5. Across this strand, the implementation of core components started in 2014 and continued through 2016 and are highlighted in Table 2 below.

Table 9: Teacher development and school empowerment implementation

<table>
<thead>
<tr>
<th>Activity</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Competency framework for performance management</td>
<td>2011, developed and implemented for teachers, education specialists and school principals.</td>
</tr>
<tr>
<td>Teacher training, grades 1-6</td>
<td>2011-2012, materials developed; 2014 first cohort</td>
</tr>
<tr>
<td>Teacher Policy introduced</td>
<td>2013, designed; 2014, implementation started</td>
</tr>
<tr>
<td>Principal / head teacher training</td>
<td>2013, certification system developed; 2014 first cohort</td>
</tr>
<tr>
<td>Teacher / specialists training, grades 7-9</td>
<td>2015-2016, materials developed; 2016 first cohorts</td>
</tr>
<tr>
<td>Newly qualified teacher induction program</td>
<td>2018 first cohorts</td>
</tr>
</tbody>
</table>

6. Inclusive education- The goal of the inclusive education (IE) work strand was to assure equal access to a meaningful and quality education to all refugee children - regardless of gender, abilities, disabilities, impairments, health conditions and socio-economic status. It focused on the development of an IE policy and guidance to support field offices in identifying and supporting children with special educational needs (SEN). It also included development of staff training and awareness programmes, including psychosocial support, diagnostic tools, and referral and support systems. The Reform aimed to develop an UNRWA-wide definition of ‘inclusion’ and a shared understanding and terminology of SEN.

- **Outcome objective:** equal access for all children to quality education regardless of gender, abilities, disabilities, impairments, health conditions and socio-economic status assured.

- **Intermediate outcome objectives:** i) teachers use inclusive education discourses and are committed to child centred and friendly educational practice taking account of the learning, health and wellbeing needs of all children; and ii) systems in schools identify and respond to children’s learning, health and psychosocial needs with effective referral and counselling and health services in place.

- **Output objectives:** i) inclusive Education Policy and framework in place; ii) systems to identify and respond to diverse needs of children strengthened; iii) gender equity enhanced; iv) healthy school environment supported; and v) psychosocial needs of children identified and addressed.

- **Responsible:** At Headquarters, the Inclusive Education Unit is responsible for developing policies, strategic frameworks and practices of Inclusive Schools including Special Education Needs, health, psychosocial, gender for students at UNRWA Schools24. At the Field level, education staff including School Principals, teachers, are responsible for promoting inclusive practices in schools as well as in identifying and responding to the diverse needs of students25. Schools are required to form Student Support Teams (SST) comprising of the School Principal, School Counsellor, Health Tutor, and other selected staff to ensure the provision of school-based support and referrals26.

- **Resource allocation:** $285,87027

Across this strand, implementation of core components started in 2012 and the initial rollout continued through 2015 as highlighted in Table 3 below.

Table 10: Inclusive education implementation timeline

<table>
<thead>
<tr>
<th>Activity</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNRWA Gender Policy mainstreamed</td>
<td>Education Reform addressed gender from the outset explicitly and implicitly in its policies, frameworks, and programmes; 2012/13 introduced in monitoring and evaluation; Gender Equality Strategy 2016-2021 was implemented in tandem with the MTS 2016-21; Towards</td>
</tr>
</tbody>
</table>
7. **Curriculum and assessment:** As UNRWA schools follow the host curriculum of the four host ministries, the focus of this strand was on producing appropriate and relevant enrichment and conceptual materials for teachers and students. This pillar supported the development of children’s understanding of the core subject areas: Arabic language, English language, Maths, and Science. Teachers were trained in how to improve their practices of formative assessment. Cross-cutting values and skills development were introduced by the teaching and promotion of Human Rights and life skills and increasing students understanding of tolerance through the teaching of non-violent communication and conflict resolution.

- **Outcome objective:** curricula to support holistic approach to learning and personal development strengthened
- **Intermediate outcome objectives:** i) framework for analysing and enriching the curricula used effectively by all teachers and all Fields; and ii) new assessment practices drive teachers to focus on optimising each child’s achievement of knowledge and higher thinking skills development
- **Output objectives:** i) policy and standards for curricula in place; ii) a systematic and holistic assessment approach in place; iii) a culture of human rights, conflict resolution and tolerance in place, and iv) student life skills enhanced.

- **Responsible:** The Curriculum, Quality Learning and Students Assessment Unit at Headquarters Amman is responsible for the systematic and meaningful review of the curricular and enrichment material. Cross-cutting values and skills development were introduced by the teaching and promotion of Human Rights and life skills and increasing students understanding of tolerance through the teaching of non-violent communication and conflict resolution.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Actual implementation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curriculum framework for analysis of curriculum developed</td>
<td>Developed in 2013.</td>
</tr>
<tr>
<td>Teacher training on use of frameworks</td>
<td>First phase at field level for all education specialists in 2013, Second phase for school principals and teachers in 2014</td>
</tr>
</tbody>
</table>

Across this strand, implementation of core components started in 2012 and the initial rollout continued through 2015. Details on the implementation schedule are highlighted in Table 4 below.

### Table 11: Implementation timeline for curriculum and student assessment

<table>
<thead>
<tr>
<th>Activity</th>
<th>Actual implementation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curriculum framework for analysis of curriculum developed</td>
<td>Developed in 2013.</td>
</tr>
<tr>
<td>Teacher training on use of frameworks</td>
<td>First phase at field level for all education specialists in 2013, Second phase for school principals and teachers in 2014</td>
</tr>
</tbody>
</table>

28 Teacher Policy, 2013  
29 Pages - About Us (unrwa.org)  
30 Education Reform final report, 2015
8. **Evidence Based Policy and Strategic Planning, Management, Projects**: To provide a timely, systematic collection and analysis of data across the five fields, an agency-wide EMIS and cohesive education planning processes (Class Formation), with common planning and monitoring frameworks were established. EMIS is designed to support all aspects of data requirements for the education programme to strengthen the overall decision-making function. It supports planning and has made internal and external comparisons of UNRWA schools possible. It focuses on strengthening UNRWA’s capacity in reporting on key education indicators on a timely and reliable manner, with attention to access, quality, inclusiveness, and efficiency of the education system.

- **Outcome objective**: Evidence based policy and decision making at all levels strengthens the planning, management, and evaluation of the education system

- **Intermediate outcome objectives**: i) all relevant stakeholders have access to information on current practices and their impacts on learning; ii) availability of comprehensive disaggregated data enables identification of weaknesses and gaps in the school system and effective monitoring of key system output and outcome indicators

- **Output objectives**: i) Cohesive education planning processes in place; ii) Monitoring, reporting and evaluation system reinforced; iii) Effective EMIS in place (refer to 1.3.4. in this ToR); iv) Online library and communications system in place.

**Responsible**: The Class Formation exercise is managed by the Fields, with the HQ (A) Education Department (Chief Education Programme Coordination and the Director of Education) maintaining the role of oversight and responsibility for Agency level monitoring and evaluation. The EMIS structure consists of the users of EMIS such as the Area Education Officers, School Principals strategic support units with different levels of accessibility. Each Field has an EMIS focal point receives request/incident and provide support. In Headquarters Amman, the Education Department EMIS Focal Point in the Monitoring, Research and EMIS unit provides the Field with technical support. An IMD Systems Analyst at Headquarters Gaza analyses new business functions. IMTD HQA Amman provides HQA Enterprise Infrastructure Support.

- For the project component, the Education Projects, and Planning Officer in HQA is responsible for monitoring the implementation of Agencywide education projects in coordination with project focal points in the five Fields.

- **Resource allocation**: $2,593,194

Across this strand, implementation of core components started in 2012 and continued through 2020. Details on the implementation schedule and are highlighted in Table 5 below.

### Table 12: Implementation timeline for evidence-based policy and strategic planning, management, projects

<table>
<thead>
<tr>
<th>Activity</th>
<th>Actual implementation</th>
</tr>
</thead>
</table>

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31 UNRWA Education Planning Norms and Standards, April 2021
32 EMIS Training Manual, 2018
33 Education Reform final report, 2015

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9. Effective Educational Governance: The objective of this pillar was to align the Education Department with Agency wide governance frameworks to ensure an effective educational governance system at all levels. The system adapted principles of partnership, management, accountability, and transparency. It focused on establishing standardised procedures for formulating, implementing, and monitoring Education Technical Instructions (ETIs) and ensuring strong mechanisms of communication for disseminating information and data, with transparency and clear understanding of roles and responsibilities.

- **Outcome objective:** effective educational governance system at all levels in place
- **Output objectives:** i) standardised procedures for formulating, implementing, and monitoring ETIs established; ii) management for effective decision making at all levels enhanced; iii) Transparent and accountable educational governance system in place.

- Responsible: The Governance, Finance and Administration Unit at headquarters Amman is responsible for ensuring an effective Educational Governance System at all levels is in place. The Unit also works in close coordination with the Chiefs and Heads of Units in HQA Amman to formulate, implement and monitor ETIs. Some ETI include aspects that go beyond the responsibility of education and require coordination with other departments such as health, human resources and ICIP.

- Resource allocation: $10,850

10. Across this strand, implementation of core components started in 2012 and the initial rollout continued through to 2020. Details on the implementation schedule and are highlighted in Table 6 below.

**Table 13: Implementation timeline for governance, administration, and finance**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Actual implementation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Updating of current ETIs completed</td>
<td>Existing ETIs reviewed and reduced from 59 to 24 with an additional two ETIs still not drafted; 16 ETIs were finalized and translated into Arabic and shared with the fields for implementation, the remaining 8 ETIs are under review process by relevant chiefs/heads of units</td>
</tr>
<tr>
<td>Effective system with stakeholders established</td>
<td>Ongoing: Part of the monitoring and evaluation process for each ETI is during the implementation stage to ensure effective communication and coordination with internal stakeholders</td>
</tr>
<tr>
<td>Framework for educational governance established</td>
<td>The draft education governance framework was developed and will be finalized once the UNRWA governance and accountability instrument/framework is in place</td>
</tr>
<tr>
<td>Framework for monitoring ETIs in place</td>
<td>The monitoring process is implemented through monitoring and evaluating the implementation to the ETIs at the field level as prescribed in each ETI. As part of the plan to finalize the pending ETIs, Chiefs in the...</td>
</tr>
</tbody>
</table>

* Due to time constraint during the evaluability assessment, the information could not be reviewed

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34 Governance Workplan, 2011-2012.
35 Education Reform final report, 2015
36 Education Reform final report, 2015
11. Partnerships, Communication and Information and Communication Technologies (ICTs): This strand aimed at developing an UNRWA-wide partnership policy, particularly in ICT, promoting its use at all educational levels. This included capacity building.

- **Outcome objective**: partnerships, communication and use of educational ICTs strengthened
- **Intermediate outcome objectives**: i) ICT integrated into the education system processes and practices and applied in classrooms creatively to enhance active collaborative learning ii) Partnerships with relevant external organisations working with UNRWA under clearly defined and shared frameworks
- **Output objectives**: i) appropriate opportunities for partnership and collaborative links identified ii) capacity of education staff for effective communication developed; iii) appropriate education ICT tools supported.

**Responsible**: This function has been distributed among different staff members at HQA, namely the Senior Education Programme Specialists, Education Projects and Planning Officer and Communications Advisor with the Director of Education providing oversight.

12. Across this strand, implementation of core components started in 2012 and the initial rollout continued through to 2020. Details on the implementation schedule and are highlighted in Table 7 below.

### Table 14: Implementation timeline for ICT and partnerships

<table>
<thead>
<tr>
<th>Activity</th>
<th>Actual implementation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partnership strategy developed in line with External Relations and Communications Department (ERCD)</td>
<td>Development of a concept note on ‘Partnerships on ICT4E’ is in process.</td>
</tr>
<tr>
<td>Monitoring framework established for all partnerships</td>
<td>MoU with Microsoft, ICT4E project agreements, and SAP system (REACH). *</td>
</tr>
<tr>
<td>Capacity for the ED staff developed</td>
<td>Capacity building and training for staff, particularly in line with the Microsoft for Education project, has been ongoing since 2021.</td>
</tr>
<tr>
<td>ICT in Education strategy developed</td>
<td>A draft Strategy on ICT was developed in 2015 but not finalised. A new ICT for Education Strategy is in place since March 2022.</td>
</tr>
<tr>
<td>Selected ICT educational tools and applications in place (i.e., OLPC and SBTD) and implemented</td>
<td>The Digital Learning Platform and the Microsoft-based Learning Management System 2022 for both basic education and TVET students have been launched. Other complementary tools and guidance are under final stages of development, including the Digital Pedagogy Handbook, Online Safeguarding Guidelines and a Guidance Note on using digital tools to integrate PSS. EMIS for basic education and e-Student Registration System for TVET.</td>
</tr>
</tbody>
</table>

* **Due to time constraint during the evaluability assessment, the information could not be reviewed**
Table 15: Number of schools established by UNRWA with number of students and staff

<table>
<thead>
<tr>
<th>Field Office</th>
<th># Students</th>
<th>#Staff</th>
<th># Schools</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gaza</td>
<td>290,288</td>
<td>9,443</td>
<td>278 (78 single shift, 200 double shift)</td>
</tr>
<tr>
<td>Jordan</td>
<td>119,781</td>
<td>4,557</td>
<td>161 (27 single shift, 134 double shift)</td>
</tr>
<tr>
<td>Lebanon</td>
<td>39,144</td>
<td>1,786</td>
<td>65 (including 8 secondary G10-12; 63 single shift, 2 double shift)</td>
</tr>
<tr>
<td>Syria</td>
<td>49,431</td>
<td>1,876</td>
<td>102 (44 single shift, 58 double shift)</td>
</tr>
<tr>
<td>West Bank</td>
<td>46,066</td>
<td>2,215</td>
<td>96 (including 2 up to G10; 94 single shifts, 2 double shift)</td>
</tr>
</tbody>
</table>

Source: Annual Results Review, 2021 and Statistical Bulletin 2021

13. The EU Regional Trust Fund in Response to the Syrian Crisis, the EU Madad Fund, support Palestinian refugees living in Lebanon and coming from Syria. Beyond funding vital life-saving services, this support provides PRS and the wider Palestine refugee community with quality, inclusive and equitable education services.

14. The MADAD project (Strengthening the Resilience of PRS in Jordan and Lebanon) was implemented between October 2016 and December 2019 (MADAD I from 2016 to 2018, and subsequently MADAD II). It was funded by the European Union Regional Trust Fund in Response to the Syrian Crisis (EUFT), allocating just over EUR 17 million to Lebanon (EUR 15 million) and Jordan (EUR 2 million) to strengthen the resilience of PRS in both countries, with a strong focus on education. In Lebanon, MADAD II allowed for the incorporation of PRS into existing schools and class groups and to provide psychosocial support through school counsellors. It also provided transport costs to recreational activities, for those in the Beqaa Valley and for those who were considered highly vulnerable. In Jordan, MADAD II extended and expanded the Sexual and Gender-Based Violence (SBGV) and child protection to the PRS children, with a special focus on those with no legal documentation.

Other Considerations

15. The ground-breaking Graça Machel’s Report on the Impact of Armed Conflict on Children (1996) highlighted the needs for education in emergency situations, which were further reiterated at the World Education Forum held in Dakar in April 2000. Education in Emergency (EiE) since then has been increasingly considered as a “core pillar” of any humanitarian response. It provides immediate physical and psychosocial protection, as well as life-saving knowledge and skills. It is evident that if children and youth receive safe and quality education during and after an emergency, they will be exposed to less risks. UNRWA believes in the importance of having young refugees, whose education has been interrupted by crises or displacement, participate in educational programmes to provide them with a sense of continuity.

16. Building on the Education Reform, the UNRWA EiE approach was designed in 2011 to ensure the continued provision of education to those children impacted by crises. Through the EiE programme, the Palestinian refugee children across Gaza, Jordan, Lebanon, Syria, and the West Bank, continue to access their right to quality, inclusive and equitable education, even in times of crisis and conflict. UNRWA has become a pioneer in EiE planning, especially in adopting a multi-stranded approach to EiE to ensure a safe and secure learning environment. It supports physical and emotional wellbeing of students, provides relevant and quality teaching and learning including alternative methods of teaching and learning in times of crisis. It also ensures parental, community, and student engagement to support the quality and continuation of education during emergencies. The EiE programme was also deployed during the COVID-19 school closures. The system adapted by communicating to parents and students through SMS/WhatsApp and provided support during school closures.

17. The evaluation should consider reflecting on to what extent UNRWA’s EiE has been embedded in the Reform and how has it supported adaptation in the context of humanitarian crisis, such as the conflict in Syria.

18. The COVID-19 pandemic’s impact on education systems and on children and young people’s learning and wellbeing, has been dramatic. Children and adolescents globally have been affected in fulfilling their right to quality, safe and inclusive education. The education sector worldwide responded with existing skill sets however new and innovative solutions and teaching modalities were necessary. It is not in the scope of this report to describe the impact of the pandemic on education systems globally, however it acknowledges the significant changes induced in the UNRWA Education Reform due to the crisis.

19. All field offices deployed school counsellors for providing psychosocial support to students. The school counsellors supported students remotely through online platforms, by creating groups on social media to exchange ideas, make...
“care-calls”, provide psychosocial support to students preparing for upcoming examinations etc. They also developed and shared materials for alleviating stress, anxiety, fear, and panic while providing age-appropriate facts on COVID-19. For better access, materials were also distributed through Community Based Organizations (CBOs). In Lebanon, assistance in form of pre-paid internet cards were distributed to 9,300 families to support students’ participation in the SLP. Also, a five-week intensive summer school was conducted for 8,561 school students, who were unable to access online learning due to lack of internet access and tablets. Tablets were also distributed to 1,140 students.

20. As of November 2020, about 320,000 school students studied through remote learning, 170,000 school students studied through hybrid/blended learning and 50,000 students studied through face-to-face learning in schools across all UNRWA schools. Schools in Jordan and Lebanon are continuing with distance learning however, Syria, Gaza and West Bank are implementing blended and distance learning, with some schools operating in two weekly shifts (students attend school for 2.5 days each week and study from home on set assignments for the other 2.5 days to reduce numbers in each class), with half the student population in school on any one day.

21. Throughout consultations, all stakeholders acknowledged how teaching and learning environments, as well as practices and achievement levels during acute phases of COVID-19, were severely compromised and could not be guaranteed, measured, and assessed as before the crisis. Some key concerns were around datasets and monitoring tools. For instance, the MTS was designed “COVID-free”, with 90 percent of indicators in the log frame not being relevant to the context of COVID-19. For example, the MTS states that 100 per cent of the education curriculum is expected to be covered, yet due to COVID-19 it is estimated that only 60 per cent would be covered. Other key questions that arose during consultations were related to attendance measurement when children are not physically attending schools and learning outcomes measurement when students are learning remotely.

22. An assessment carried out in May 2020, to understand students’ access to technology and self-learning materials at home during the COVID-19 pandemic found issues related to access to devices and/or connectivity for majority of students. There are also plans to conduct an agency wide COVID-19 student survey in December 2020 to monitor students’ satisfaction and experience of learning during the pandemic. However, no data has been collected consistently on teaching and learning during COVID-19 school closures.

23. Interviews were also an opportunity to explore ways forward on how to mitigate the effects of COVID-19 on the Education Reform and the wider Education System. The evaluation should consider reflecting on understanding how the agency could provide a range of non/low/and/or high-tech learning modalities to assist students’ learning and explore opportunities to provide access to electronic devices and internet for all its learners. Also, establishing an online agency-wide Digital Learning Platform (DLP) where all the self-learning material of each field will be categorised and available can be explored.

37 17% of UNRWA students have no internet access, and 47% have major connectivity challenges related to intermittent electricity, weak connections, and high data / subscription costs. While nearly all (96%) UNRWA students live this device needs to be shared with parents and among family members; only 57% of UNRWA students have daily access to a smartphone.
Annex 2 – TOC

A Theory of Change (TOC) is a common evaluation tool that expresses the overarching logic behind any given intervention. The TOC describes what results an intervention is aiming to achieve, how the intervention works towards those results, and the assumptions that underpin the intervention’s logic. By extension, it supports the identification of the key elements and assumptions that should be evaluated. As such, it is frequently used as the starting point for developing the evaluation approach and evaluation questions. The following TOC of the education programme Reform is based on the formal strategies and guidance that have underpinned the Reform, and an evaluation planning exercise completed in 2017.\(^3\)

1. The Education Reform was expected to bring about transformation in teaching and learning practices through changes at three levels: i) policy to define a clear vision and framework for achieving goals; ii) strategies and structures to set out the instruments and actions to achieve goals, and iii) capacity development of the actors involved in implementing the actions. It encompassed initiatives concerning each of these levels and addressed teachers, curriculum, student assessment, inclusion, and well-being. Additionally, initiatives to strengthen planning, monitoring, results measurement, and accountability structures were also included. The Reform design and implementation aimed to provide a coherent and holistic approach, involving change across all relevant parts of the system, comprehensively and simultaneously.

2. For Reforms to be successful, education literature highlights the importance of being systematic and interactive between different selective and integrative changes. It also emphasizes the need to prioritize quality over quantity/short duration for its successful implementation. Likewise, interaction between the selective changes is expected to work simultaneously for favourable results. In the UNRWA Reform, the core strands have been crucial, however, it is worth noting that the levels of policy, strategy and structures are also to be considered as key to the overall coherence and success of the Reform. It has played a significant role in informed decision making and accountability. In addition, causal and implementation assumptions of the Reform captured the essential logic and were based on strong rationales. The Reform’s success was also contingent upon sufficient stability in UNRWA’s operating environments, supportive management, adequate funding, and contextualisation of the field conditions that preserve the coherence of the Reform.

3. The logic underpins the design and implementation of the programmes’ activities and the pathways of expected outcomes and impacts arising from them. Therefore, it is suggested that the evaluation should look at how the activities were implemented, assess the degree to which they have had the desired effect – and/or produced unintended effects, both positive and negative – examine their inter-relationships and the factors that have limited achievement. Also, the evaluation can test the Reform’s assumptions and explore the influence they have had on the change process. To understand the impact of the Reform, evaluation should attempt to understand UNRWA’s context, how it has changed, how risks have been managed and how changes have impacted outcomes. Given the shifts in context, assumptions of host country political status quo and of continuity of sufficient donor funding have evolved. The impact of COVID-19 pandemic and austerity on management decisions, on staff morale, on resourcing of the Reform programmes and further instability in the region have affected the Reform implementation. UNRWA’s flagship EiE programme in Syria is subject to separate evaluation but the Reform evaluation could look more broadly at lessons learned and how conditions of instability have affected the structure and programme initiatives under the Reform.
### SECTION 5: TECHNICAL EVALUATION CRITERIA

**Phase 1: Mandatory Requirements**

<table>
<thead>
<tr>
<th></th>
<th>Document / information needed</th>
<th>Examples of required supporting documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Corporate Status of the Vendor:</strong> The vendor must prove that it is accredited or legally registered to provide consulting services</td>
<td>Proof of registration or accreditation in form of Incorporation certificate, trading licences, etc.</td>
</tr>
<tr>
<td>2</td>
<td><strong>Vendor Experience:</strong> The vendor has at least 7 years of professional experience in the evaluation of programmes, policies and strategies concerning development and humanitarian assistance including at least 5 relevant evaluations. The vendor should have experience doing research and data collection in Syria; it is desired that the firm have evaluation experience in other UNRWA fields of operation.</td>
<td>Vendor must provide a list of at least 5 relevant evaluation projects that should demonstrate at least 7 years of relevant evaluation experience, including experience in evaluation management involving data collection in Syria.</td>
</tr>
<tr>
<td>3</td>
<td><strong>Past Performance of the Vendor:</strong> the vendor shall submit at least 3 references for clients that they have conducted similar evaluation projects.</td>
<td>Vendor must provide the names and contact details for references for at least three evaluation projects.</td>
</tr>
</tbody>
</table>
| 4 | **Qualifications and Experience of the Technical Manager (Team Leader):** The vendor shall designate a Technical Manager (Team Leader) who must have the following minimum requirements:  
- Post graduate qualification in education, evaluation, international development, or the social sciences.  
- At least seven years of experience in evaluation and demonstrated team leader experience | CV for the Technical Manager (Team Leader), university record for evidence of education; Provision of a list of relevant evaluation projects that should demonstrate at least 7 years of evaluation experience, including a listing of all evaluations for which he/she has served as team leader and soft copies of three such evaluation reports in English. |
| 5 | **Qualifications and experience of proposed core team members:** The vendor shall designate core evaluation team members to be engaged in design, data collection, analysis and report writing who must meet the following minimum requirements:  
- Each member should have at least five years of experience in evaluation;  
- Ability to speak and write English and Arabic: The vendor must demonstrate that all the proposed Evaluators and Technical Manager (Team Leader) are fluent in English, with at least, two team members, male and female who are fluent in Arabic. | CVs for the proposed core evaluation team members, a list of relevant evaluation projects that should demonstrate at least 5 years of evaluation experiences. CVs should reflect that team members are fluent in English and at least two members are fluent in Arabic. |
<p>| 6 | <strong>Availability of Registered evaluation firm in Syria:</strong> The vendor will need to identify and partner with a registered Syria based consultancy firm to support research with Palestine refugees in the field in Syria. | Copy of business registration for the partner in Syria |
| 7 | <strong>Acceptance of the TOR:</strong> The vendor must confirm to have read, understood and therefore agrees to apply the provisions indicated in the ToR | Commitment and confirmation letter to abide by ToR. (Form C- Technical Proposal) |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td><strong>Location:</strong> The evaluators must be immediately available and able to travel to UNRWA HQ (Amman) and its fields of operation (Jordan, Gaza, West Bank, Lebanon). The vendor must indicate availability of project implementation capacity and availability of all project personnel between 0800 – 1700 Amman Time irrespective of the time zone of their location.</td>
</tr>
<tr>
<td></td>
<td>Signed Confirmation letter (Form F)</td>
</tr>
<tr>
<td>8</td>
<td><strong>Confirmation of Non-Conflict of Interest:</strong> The vendor must confirm that neither the company, nor the proposed lead consultant(s), or the supporting team (if any), have been involved in the design or management of any programme of the UNRWA Education Department in the last 10 years</td>
</tr>
<tr>
<td></td>
<td>Confirmation letter declaring no or perceived conflict of interest. (Form G)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Examples of required supporting documents</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Corporate Experience</strong></td>
<td></td>
</tr>
</tbody>
</table>
| 1.1 Number of years of experience of the vendor in the evaluation of programmes, policies and strategies concerning development, especially in the educational sector. | List of relevant work / projects reflecting duration of evaluation experience.  
Maximum score will be given to vendor with more than 15 years’ of relevant experience |
| 1.2 Ability and experience doing research and data collection in Syria and other UNRWA fields of operation. | Reference letters from past and current evaluation clients  
Maximum score will be given to the vendor who has proven experience in doing research and data collection in all UNRWA fields of operation |
| **2. Methodology: Management Approach, evaluation methodology, and robustness of the proposal** | |
| 2.1 The evaluation methodology, implementation plan and robustness of the proposal in reference to the scope of required services | Vendor to outline an evaluation approach and methodology that addresses the aspects in the scope, using the methods and data sources as outlined in the ToR, implementation plan with timetable for the tasks, and expected results.  
Maximum score will be given to the vendor whose proposal addresses all aspects in the scope |
| **3. Personnel qualifications and Experience of proposed evaluators and the Technical Manager (Team Leader)** | |
| 3.1 Experience of the proposed team leader (Technical Manager). The vendor shall designate a team leader (technical manager) is desirable to have: | CV of the proposed team leader (technical manager) must be provided. The team leader must meet the requirements in the mandatory stage (7 years of experience, demonstrated team leader and post graduate degree are minimum requirements).  
Maximum score will be given to the vendor whose proposed team leader (technical manager) fully meets all the desired qualifications sought; their experience demonstrates extensive and highly relevant practical experience in programmatic and multi-country evaluations and in leading teams |
| • Demonstrated experience in evaluation, including experience in evaluating education programmes, with evidence of understanding of global standards, theories, models and methods related to evaluations and research;  
• Demonstrated team leader experience of complex programme evaluations, with multiple workstreams, including experience with multi-country evaluations;  
• Expertise in the evaluation of corporate strategies, including institutional change, results-based management and programme planning cycles; having applied such experience in the evaluation of education programmes;  
• Demonstrated experience in conducting humanitarian and development evaluations in complex environments, experience working with UN agencies is an asset. |
### 3.2 Combined experience of the proposed core team members (including the team leader).
Collectively the team members (including the team leader) should provide expertise and practical experience across the following requirements:

- Knowledge of evaluating education programmes, including education in emergencies, and working with refugees and marginalized children.
- Experience in the evaluation of development programmes or humanitarian response provided in conflict and complex emergency settings; experience working with UN agencies or other INGOs will be an advantage.
- Extensive knowledge of qualitative and quantitative data collection methods and analytical methods and techniques.
- Expertise with the ethics of evidence generation, collecting data from children and vulnerable groups.
- Experience in working with field-based staff and community leaders.
- Experience with gender equity and analysis, human rights, and inclusion issues. A gender specialist needs to be part of the team.
- Strong understanding of the geographical and political contexts in which UNRWA works; evaluation experience in an Agency field of operation, and familiarity with UNRWA’s mandate is desirable.

CVs of the proposed core team members must be provided. The composition of the evaluation team and the experience of its members meets and provides coverage across the qualifications sought.

**Maximum score will be given to the vendor whose proposed team members collectively demonstrate extensive practical experience and a depth of understanding across all required skills**

### 4. Commitment to Sustainability

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

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

Formal statement that outlines Vendor’s commitment to sustainability, where possible providing evidence of tangible results that demonstrate progress.

**Maximum score will be given to the vendor whose formal statement covers its commitment to the three UN Sustainable Procurement Framework; Environment, Social and Economic**

### Notes:

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

b) Failure to comply with the minimum score of 50% of criterion 2 (Methodology) will lead to disqualification of the proposal (i.e. 20 pts out of 40)
SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

6.1 General Conditions of Contract

In the event of a Contract, it will be subject to UNRWA’s General Conditions of Contract (GCC) which are available on the UNRWA website (See next page for details of UNRWA GCC)
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 approved and furnished by UNRWA security officials, or otherwise specifically contemplated by the Contractor’s published specifications therefor, or otherwise specifically.
approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,

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

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

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

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

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

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

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

7. INSURANCE AND LIABILITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

12. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed
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, or found 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 Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day’s advance written notice to the
14.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNRWA, the Contractor shall, except as may be directed by UNRWA in the notice of termination or otherwise in writing:

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

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

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

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

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

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

14.3.7 complete performance of the work not terminated; and,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. SETTLEMENT OF DISPUTES:

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

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

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

19. TAX EXEMPTION:

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

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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 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.

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

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

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

26. NOTICE AND OTHER FORMALITIES:

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

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

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

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

CONTRACT NO. XXXXXXXXXXXXXXXXXXX

BETWEEN

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

AND

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

FOR

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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

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

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

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

ARTICLE 1
CONTRACT DOCUMENTS

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

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

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

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

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

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

ARTICLE 2
EFFECTIVE DATE; TERM OF CONTRACT

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

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

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

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

Representations and Warranties

3.1 The Contractor represents and warrants that:

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

3.1.2 it has all necessary power and authority to execute and perform this Contract;

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

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

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

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

Responsibilities of the Contractor

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

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

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

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

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

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

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

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

Personnel

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

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

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

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

ARTICLE 4
PURCHASE ORDERS

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

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

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

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

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

ARTICLE 5
PRICE; PAYMENT

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6
REVIEW; IMPROPER PERFORMANCE

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

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

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

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

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

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

ARTICLE 7
LICENSES, PERMITS, AND OTHER AUTHORIZATIONS

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

ARTICLE 8
DESIGNATION OF THE PARTIES’ CONTRACT MANAGERS

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

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

XXXXXXXXXX
Mob. XXXXXXXXXXXXXXXX
E-mail: XXXXXXXXXXXXXX

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

XXXXXXXXXX
Mob. XXXXXXXXXXXXXXXX
E-mail: XXXXXXXXXXXXXX

ARTICLE 9
NOTICES

9.1 Except as otherwise specified in this Contract, all notices and other communications between the Parties required or contemplated under this Contract shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized overnight delivery service; or (iii) postage prepaid, return receipt requested, certified
9.2 Notices and other communications required or contemplated by this Contract delivered by mail or recognized overnight delivery service shall be effective on the date they are officially recorded as recorded by the postal or delivery service as delivered to (or refused by) the intended recipient by return receipt or equivalent. Such notices and other communications delivered in person shall be effective on the date of actual receipt.

**ARTICLE 10**

**MISCELLANEOUS**

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

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

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

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

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

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

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

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

Witness

Witness
SECTION 7: PROPOSAL FORMS

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

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

To: 
Email: Click or tap here to enter text.

From: 

Subject: RFP reference RFPS-3622000010

<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>
</tr>
</thead>
<tbody>
<tr>
<td>□ Form C: Technical Proposal Submission</td>
</tr>
<tr>
<td>□ Form D: Proposer information</td>
</tr>
<tr>
<td>□ Form E: Joint Venture/Consortium/Association Information</td>
</tr>
<tr>
<td>□ Form F: Project Implementation Capacity and Availability</td>
</tr>
<tr>
<td>□ Form G: Absence of conflict of interest</td>
</tr>
</tbody>
</table>

Have you provided the required documents to establish compliance with the evaluation criteria in Section 5?

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

Minimum Requirements

<table>
<thead>
<tr>
<th>Document</th>
<th>Indicate where in your proposal can we find this information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Corporate Status of the Vendor: Proof that the vendor is accredited or</td>
<td>☐</td>
</tr>
<tr>
<td>legally registered to provide consulting services</td>
<td></td>
</tr>
<tr>
<td>2. List of at least 5 relevant evaluation projects that should demonstrate</td>
<td>☐</td>
</tr>
<tr>
<td>at least 7 years of relevant evaluation experience, including experience</td>
<td></td>
</tr>
<tr>
<td>in evaluation management involving data collection in Syria.</td>
<td></td>
</tr>
<tr>
<td>3. Names and contact details for references for at least three evaluation</td>
<td>☐</td>
</tr>
<tr>
<td>projects</td>
<td></td>
</tr>
<tr>
<td>4. CV of the Team Leader with university record for evidence of education;</td>
<td>☐</td>
</tr>
<tr>
<td>provision of a list of relevant evaluation projects that should</td>
<td></td>
</tr>
<tr>
<td>demonstrate at least 7 years of evaluation experience, including a</td>
<td></td>
</tr>
<tr>
<td>listing of all evaluations for which he/she has served as team leader</td>
<td></td>
</tr>
<tr>
<td>and soft copies of three such evaluation reports in English.</td>
<td></td>
</tr>
<tr>
<td>5. CVs for the proposed core evaluation team members, a list of relevant</td>
<td>☐</td>
</tr>
<tr>
<td>evaluation projects that should demonstrate at least 5 years of</td>
<td></td>
</tr>
<tr>
<td>evaluation experiences. CVs should reflect that team members are fluent</td>
<td></td>
</tr>
<tr>
<td>in English and at least two members have Arabic</td>
<td></td>
</tr>
<tr>
<td>6. Copy of business registration for the evaluation firm in Syria</td>
<td>☐</td>
</tr>
</tbody>
</table>

Financial Proposal:

| Form H: Financial Proposal Submission (Forms H-1, H-2 and H-3) | ☐ |
**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>RFPS-3622000010</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td><strong>Requirements and Terms and Conditions:</strong> 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.</td>
<td></td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td><strong>Ethics:</strong> 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.</td>
<td></td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td><strong>Conflict of interest:</strong> 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.</td>
<td></td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td><strong>Prohibitions, Sanctions:</strong> 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.</td>
<td></td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>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);</td>
<td></td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td><strong>Bankruptcy:</strong> 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.</td>
<td></td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td><strong>Proposal Validity Period:</strong> I/We confirm that this Proposal, including the price, remains open for acceptance for the proposal validity period.</td>
<td></td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>I/We understand and recognize that you are not bound to accept any proposal you receive.</td>
<td></td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>FORM D: PROPOSER INFORMATION</td>
<td></td>
</tr>
<tr>
<td>-----------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>RFP Reference</strong></td>
<td>RFPS-3622000010</td>
</tr>
<tr>
<td><strong>Legal name of Proposer</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Legal Address, City, Country</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Website</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td><strong>Year of registration</strong></td>
<td>Click or tap here to enter text.</td>
</tr>
</tbody>
</table>
| **Proposer’s Authorized Representative information** | 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. |
| **Legal structure** | Choose an item. |
| **No. of full-time employees** | Click or tap here to enter number. |
| **No. of staff involved in similar contracts** | Click or tap here to enter number. |
| **Are you a UNGM registered vendor?** | ☐ Yes ☐ No  If yes, insert UNGM Vendor Number |
| **Years of supplying to UN organisations** | Click or tap here to enter text. |
| **Are you an UNRWA vendor?** | ☐ Yes ☐ No  If yes, insert Vendor Number |
| **Countries of operation** | Click or tap here to enter text. |
| **Subsidiaries in the region (please indicate names of subsidiaries and addresses, if relevant to the proposal)** | Click or tap here to enter text. |
| **Commercial Representatives in the country:** Name/Address/Phone (for international companies only) | Click or tap here to enter text. |
| **Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):** | Click or tap here to enter text. |
| **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):** | Tick all that apply and provide supporting documentation:  
☐ Corporate Environmental Policy  
☐ ISO 14001  
☐ ISO 14064  
☐ Other, specify Click or tap here to enter text. |
| **Does your organisation demonstrate significant commitment to sustainability, including the following aspects that have been identified in the UN Sustainable Procurement Framework?** | Attach a formal statement that outlines your organisation’s commitment to sustainability, where possible providing evidence of tangible results that demonstrate progress such as:  
Tick all that are attached:  
☐ Formal statement  
☐ Sustainability report  
☐ **UN Global Compact** Communication on Progress  
☐ Member of the Women Empowerment Principles network  
☐ Other, specify Click or tap here to enter text. |
<p>| <strong>Does your company belong to a diverse supplier group including micro, small or</strong> | Click or tap here to enter text. |</p>
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>medium sized enterprise, women or youth owned business or other?</td>
<td>(If yes, please provide details and documentation)</td>
</tr>
<tr>
<td>Is your company inclusive of persons with disabilities, i.e. do you hire persons with disabilities, do you have a disability inclusion policy or do you consider accessibility in the design of your products, services or supply chain?</td>
<td>(If yes, please provide details and documentation)</td>
</tr>
<tr>
<td>Is your company a member of the UN Global Compact?</td>
<td>Choose an item. If yes, please provide link to Global Compact profile: Click or tap here to enter text.</td>
</tr>
<tr>
<td>Contact person that UNRWA may contact for requests for clarifications during Proposal evaluation</td>
<td>Name and Title: Click or tap here to enter text. Telephone numbers: Click or tap here to enter text. Email: Click or tap here to enter text.</td>
</tr>
</tbody>
</table>
FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

Name of Proposer: [Click or tap here to enter text.]  
Date: [Click or tap to enter a date.]  
RFP reference: RFPS-3622000010

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

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

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

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

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

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

Name of partner: ________________________________  
Signature: ________________________________  
Date: ________________________________

Name of partner: ________________________________  
Signature: ________________________________  
Date: ________________________________

Name of partner: ________________________________  
Signature: ________________________________  
Date: ________________________________
FORM F: PROJECT IMPLEMENTATION CAPACITY AND AVAILABILITY

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

RFP reference: RFPS-3622000010

We confirm the immediate availability of the evaluators and their ability to travel to UNRWA HQ (Amman) and its fields of operation (Jordan, Gaza, West Bank, Lebanon).

The vendor must indicate availability of project implementation capacity and availability of all project personnel between 0800 – 1700 Amman Time irrespective of the time zone of their location.

Name of Company Representative:

Signature:
FORM G: ABSENCE OF CONFLICT OF INTEREST

<table>
<thead>
<tr>
<th>Name of Proposer:</th>
<th>Click or tap here to enter text.</th>
<th>Date:</th>
<th>Click or tap to enter a date.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP reference:</td>
<td>RFPS-3622000010</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We hereby confirm that neither the company, nor the proposed Lead Consultant/s, or the supporting team, if any, have been involved in the design or management of any programme of the UNRWA Education Department in the last 10 years.

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

| Signature:                     |       |
FORM H: FINANCIAL PROPOSAL SUBMISSION

Request for Proposal No. RFPS-3622000010 - Evaluation of the UNRWA Education Programme Reform

Guidelines on Submission of Quotations

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

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

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

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

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

RFP reference: RFPS-3622000010

We, the undersigned, offer to provide the services for Evaluation of the UNRWA Education Programme Reform in accordance with your Request for Proposal No. RFPS-3622000010 and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and this Financial Proposal sealed under a separate envelope.

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

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

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

Name: _____________________________________________________________

Title: _____________________________________________________________

Date: _____________________________________________________________

Signature: _________________________________________________________

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

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

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

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

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

**RFPS-3622000010 – Evaluation of the UNRWA Education Reform Programme**

Currency: _______________________

<table>
<thead>
<tr>
<th>Phase</th>
<th>Activity / deliverables</th>
<th>Unit</th>
<th>Price</th>
<th>Payment (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Planning/inception phase activities and deliverables</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>1. Desk review of existing documents and secondary data</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Desk review and scoping meetings, including the Evaluation Reference Group (ERG).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Presentation / briefing with ERG on planned evaluation approach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>After completing tasks 1-3, submit final comprehensive inception report as detailed under point 68 of the Terms of Reference</strong></td>
<td></td>
<td>Lump Sum</td>
<td>20%</td>
</tr>
<tr>
<td>B</td>
<td><strong>Data collection and analysis</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Primary Data Collection</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. Secondary Data Collection</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6. Data Analysis and development of findings</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>7. Presentation of preliminary findings and recommendations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td><strong>Reporting</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8. 1st draft + comments tracker shared with internal ERG members for review</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase</td>
<td>Activity / deliverables</td>
<td>Unit</td>
<td>Price</td>
<td>Payment (%)</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------------------------------------------------------------------</td>
<td>------</td>
<td>-------</td>
<td>-------------</td>
</tr>
<tr>
<td>9.</td>
<td>Draft report updated based on comments received and second draft report prepared and presented via formal online briefing to full ERG</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>After completing tasks 4 - 9 above, submit 2\textsuperscript{nd} draft with comments tracker</strong></td>
<td>Lump Sum</td>
<td></td>
<td>40%</td>
</tr>
<tr>
<td>10.</td>
<td>DIOS circulates second draft report with comments tracker for stakeholder review, and DIOS completes quality assurance review</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Prepare a final report addressing the comments received on the draft report and update comments matrix to show how each comment was addressed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>After completing tasks 10-11, Submit the final and accepted report for management response. The final report shall be submitted in English and the executive summary of not more than 5 pages shall be submitted in English and Arabic</strong></td>
<td>Lump Sum</td>
<td></td>
<td>39%</td>
</tr>
<tr>
<td>12.</td>
<td>Provide additional debriefs and visual presentations to stakeholders .</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>After completion of briefing and visual presentation as stipulated in task 12</strong></td>
<td>Lump Sum</td>
<td></td>
<td>1%</td>
</tr>
</tbody>
</table>

**GRAND TOTAL** 

100%
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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.

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.
STEP 1: SEARCH FOR TENDER NOTICES ISSUED BY UNRWA

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

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

Click on the 2 ‘show more criteria’ button on the upper right side.
In the ‘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 ‘Express interest’ to notify UNRWA that you are interested in participating in this tender. After a few seconds, the button will change in a green button ‘View documents’. Click on this ‘View Documents’ button (on the left side) to gain access to the tender documents.

STEP 2: TENDER MANAGEMENT

After clicking on ‘View Document’ you will be transferred from the UNGM portal to the UNRWA e-tendering system. The following ‘Tender Management’ screen should appear.

IMPORTANT: If it does not show the Tenders screen, please inform immediately UNRWA at Intend.Admin@unrwa.org.
You are now in the UNRWA e-tendering system. Under this area you will find several menu tabs:

- **Tender:** General information about this tender
- **RFP documents:** IMPORTANT, here is the deadline plus all the documents of the tender process (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.
After downloading the tender documents you can confirm your interest by clicking ‘Opt In’ (you will be redirected to the ‘My Tender Return Section’) or decline by clicking ‘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 ‘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 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 button will not allow the submission until you have uploaded 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, the 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.

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**ADDITIONAL TOOLS**

**TENDER ALERT SERVICE**

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

This service is provided at the fees listed below. You can also access tenders free of charge under Tender Notices.

<table>
<thead>
<tr>
<th>Subscription Period</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year plan</td>
<td>$175.00</td>
</tr>
<tr>
<td>1 year plan</td>
<td>$250.00</td>
</tr>
<tr>
<td>2 year plan</td>
<td>$400.00</td>
</tr>
</tbody>
</table>

The subscription period starts from the date that the payment for the service is received. Check the details from the [download link](#).

For bank transfers, please ensure that the UNGM number is added in the bank transfer instructions. This identifies your payment to the UNGM. If payment is not received within 10 days, the subscription will not begin. Please ensure that the payment is received by the UNGM within 10 days, otherwise the subscription will not begin.

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

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