REQUEST FOR QUOTATION (RFQ)
Self-assessment with independent validation (SAIV)
RFQ Reference No.: RFQS-40003588

SECTION 1: REQUEST FOR QUOTATION (RFQ)

The United Nations Relief and Works Agency for Palestine Refugees in the Near East, hereinafter referred to as UNRWA, kindly requests your quotation for the provision of goods, works and/or services as detailed in Annex 1 of this RFQ.

This Request for Quotation comprises the following documents:

- Section 1: This request letter
- Section 2: RFQ Instructions and Data
- Annex 1: Schedule of Requirements and Evaluation Criteria
- Annex 2: Quotation Submission Form
- Annex 3: Technical Evaluation
- Annex 4: Financial Offer
- Annex 5: General Conditions for Services
- Annex 6: Instructions for UNGM Registration and Bid Submission

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted using Annex 2: Quotation Submission Form and Annex 3 Technical and Financial Offer, by the method and by the date and time indicated. It is your responsibility to ensure that your quotation is submitted on or before the deadline. Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation.

You are encouraged to respond to this RFQ even if you do not intend to bid to ensure that you can be included in future solicitations. Any email or correspondence not bearing the following subject “RFQS-40003588-(AK)” will not be received. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 2: RFQ INSTRUCTIONS AND DATA as the focal point for queries on this RFQ.

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 (WEP).

Thank you and we look forward to receiving your quotations.

Signature: __________________________
Name: Julius Birungi
Title: Head Procurement Section (Engineering & Services)
Date: 27.09.2022
## SECTION 2: RFQ INSTRUCTIONS AND DATA

| **Deadline for the Submission of Quotation** | 17.10.2022, 1:00 PM, Jordan Time If any doubt exists as to the time zone in which the quotation should be submitted, refer to the Time and Date website. |
| **Method of Submission** | Quotations must be submitted as follows:  
- E-tendering (In-Tend): 17.10.2022, 1:00 PM, Jordan Time |
| **SUBMISSION BY E-TENDERING** | The Proposals shall be submitted via the UNRWA e-tendering system (In-Tend) which can be accessed through the United Nations Global Marketplace. All proposals will be submitted through In-Tend. The Financial Proposal and the Technical Proposal must be completely separated and each of them must be submitted in its own individual placeholder in the e-tendering system, as appropriate. No Financial Proposal quotes or any related financial information should appear in the Technical Proposal placeholder. Proposals which do not comply with these requirements may be rejected. |
| **Cost of preparation of quotation** | UNRWA shall not be responsible for any costs associated with a Supplier’s preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process. |
| **Supplier Code of Conduct** | All bidders 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. The bidder 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 bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;  
(b) Further to UNRWA’s vendor sanctions policy, shall declare a vendor ineligible, either indefinetely 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. |
<p>| <strong>Conflict of Interest</strong> | UNRWA encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to UNRWA if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ. |
| <strong>General Conditions of Contract</strong> | Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the General Conditions of Contract, which are available on the UNRWA website. Prospective Suppliers are required to read the General Conditions of Contract prior to submitting an offer. By submitted an offer, prospective Suppliers confirm their acceptance of the UNRWA General Conditions of Contract. |</p>
<table>
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<tr>
<th>Table Title</th>
<th>Description</th>
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| **Eligibility** | Bidders shall have the legal capacity to enter into a binding contract with UNRWA and to deliver in the country, or through an authorized representative. All bidders found to have a conflict of interest shall be disqualified. Bidders 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, and other documents to be used for the procurement of the goods, services or works required in the present procurement process. Bidders shall not be eligible to submit a bid if at the time of bid 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. |
| **Currency** | Quotations shall be quoted in Prices may be quoted in a currency other than the US Dollar. However, for the purposes of comparison of all Bids, UNRWA will convert the currency quoted in the Bid to US Dollar, in accordance with the prevailing UN Operational Rate of Exchange at the Closing Time. |
| **Duties and taxes** | Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNRWA as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below:  
All prices shall:  
☐ be inclusive of VAT and other applicable indirect taxes  
☒ be exclusive of VAT and other applicable indirect taxes |
| **Language of quotation and documentation including catalogues, instructions and operating manuals** | English |
| **Documents to be submitted** | Bidders shall include the following documents in their quotation:  
☒ Annex 2: Quotation Submission Form duly completed and signed  
☒ Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1  
☐ Other Click or tap here to enter text. |
| **Quotation validity period** | Quotations shall remain valid for 60 days from the deadline for the Submission of Quotation. |
| **Price variation** | No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received. |
| **Partial Quotes** | ☒ Not permitted  
☐ Permitted Insert conditions for partial quotes and ensure that the requirements are properly listed in lots to allow partial quotes |
| **Alternative Quotes** | ☒ Not permitted  
☐ Permitted If permitted, an alternative quote may be submitted only if a conforming quote to the RFQ requirements is submitted. Where the conditions for its acceptance are |
Requests, notifications, award.

UNGM Policies
Publication Expected Type Right Evaluation Evaluation Clarifications Contact
Award time quotation awarded of registration
RFQs time quotation RFQs

☒ 100% within 30 days after receipt of goods, works and/or services upon receipt of invoice as well as receipt and acceptance of goods or services, or upon receipt of required shipping documentation, depending on the Incoterm used.
☐ 100% within 45 days after receipt of goods, works and/or services upon receipt of invoice as well as receipt and acceptance of goods or services, or upon receipt of required shipping documentation, depending on the Incoterm used.
☐ Other

Contact Person for correspondence, notifications, and clarifications
Focal Person: Ahmad Khreshi
E-mail address: tender.queries@unrwa.org
Subject: RFQS-40003588-(AK)

Attention: Quotations shall not be submitted to this address but to the address for quotation submission above.

Clarifications
Requests for clarification from bidders will not be accepted any later than 05.10.2022 days before the submission deadline and subject must be “RFQS-40003588-(AK)” otherwise your correspondence won’t be received. Responses to request for clarification will be communicated via UNGM by 10 October 2022

Evaluation method
☒ The contract will be awarded to the lowest priced, most technically acceptable offer
☐ Other

Evaluation criteria
☒ Full compliance with all requirements as specified in Annex 1
☐ Others

Right not to accept any quotation
UNRWA is not bound to accept any quotation, nor award a contract or Purchase Order

Right to vary requirement at time of award
At the time of award of Contract or Purchase Order, UNRWA reserves the right to vary (increase or decrease) the quantity of services and/or goods without any change in the unit price or other terms and conditions.

Type of Contract to be awarded
Purchase Order

Expected date for contract award
30 October 2022

Publication of Contract Award
UNRWA may publish the contract award on United Nations Global Marketplace, with the RFQ Reference number and information of the awarded Bidder company name, contract amount or LTA and the date of the contract.

Policies and procedures
This RFQ is conducted in accordance with UNRWA’s Procurement Policy which can be accessed at the UNRWA website.

UNGM registration
Any Contract resulting from this RFQ exercise may be subject to the supplier being registered at the appropriate level on the United Nations Global Marketplace. 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.
ANNEX 1: SCHEDULE OF REQUIREMENTS

GLOSSARY OF TERMS

DIOS: Department of Internal Oversight Services
IAD: Internal Audit Division
SAIV: Self-assessment with independent validation
IIA: Institute of Internal Auditors
QAIP: Quality Assurance and Improvement Program
IPPF: International Professional Practices Framework
ACIO: Advisory Committee on Internal Oversight
CSSD: Central Support and Services Division
TOR: Terms of Reference

BACKGROUND INFORMATION

1. The United Nations General Assembly adopted resolution No. 302 (IV) on 8 December 1949 creating the United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA) in response to the plight of nearly three quarters of a million Palestinians who became refugees in the aftermath of the 1948 Arab-Israeli war. UNRWA provides basic education, health services, relief and social services and microfinance and microenterprise services and carries out infrastructure and camp improvement projects for more than [5.7] million Palestine refugees in Jordan, Syria, Lebanon, the West Bank and Gaza Strip.

2. The mission of the Department of Internal Oversight Services (DIOS) is to provide internal oversight services that add value to and support UNRWA in achieving its mission by strengthening accountability, transparency, integrity and learning within the Agency. DIOS fulfils its mandate through independent and objective assurance (internal audit and inspection) and advisory services, evaluation and investigation. The Internal Audit Division (IAD) within DIOS aims to add value, support achievement of the mission of UNRWA and fulfilment of its objectives, through independent and objective assurance and advisory services that assess the effectiveness and efficiency of UNRWA’s governance, risk management, and controls processes.

3. Standard 1312 of the Institute of Internal Auditors’ Standards for the Professional Practice of Internal Auditing (‘the Standards’) states that ‘External validations must be conducted at least once every five years by a qualified, independent reviewer or review team from outside the organisation’. The exercise should involve an evaluation of compliance against the Standards, the use of successful practices, and the efficiency and effectiveness of the internal audit activity. In 2014, DIOS conducted an independent interim quality assurance review with a view to determining its level of conformity to the Standards, which had concluded that the Assurance and Advisory Services Division (as IAD was known at the time), “Partially Conforms” with the IIA Standards. Since 2014, the division has undergone a complete turnover of international professional staff, and in consideration also of the turnover in DIOS’ director position and resources constraints, limited progress was made in implementation of any recommended actions from the above quality assurance review.

4. In 2018 IAD completed the development of a structured, comprehensive framework in the form of an integrated internal audit manual which provides an end-to-end birds eye view of the entire spectrum of internal audit activities: from planning to reporting, information on internal audit techniques, standardized templates, checklists and forms, audit review chain as well as more detailed guidance on steps of the audit process, standards and procedures to be followed and adhered to for audits, inspections and advisory assignments. Through incorporating the IIA standards and good practices applied by other Agencies in the UN system, the manual serves as a road map for conducting all future engagements.
5. The IIA Standards comprise two main categories: Attribute and Performance Standards. Attribute Standards address the attributes of organizations and individuals performing internal auditing. Performance Standards describe the nature of internal auditing and provide quality criteria against which the performance of these services can be measured. DIOS IAD had completed a self-assessment specifically pertaining to the Attribute standards, and in 2021, IAD engaged external expertise to conduct a self-assessment focusing on the performance standards with the aim to provide the division with constructive advice on how assignment execution is in conformance with professional standards and identify any areas needing improvement as well as action plans to address them.

6. Currently, DIOS audits are conducted in accordance with DIOS standards, which are designed to conform to the IIA standards, and completed in accordance with an approved work plan, taking into consideration risk assessment exercise conducted prior to the audit.

**OBJECTIVE AND SCOPE OF SERVICE**

7. As per the International Standards for the Professional Practice of Internal Auditing, an external quality assessment must be conducted at least once every five years by a qualified independent reviewer, or review team, from outside the organization. Self-assessment with independent validation (SAIV) is an acceptable methodology to fulfil this requirement. DIOS IAD, as part of the Quality Assurance and Improvement Program (QAIP), has conducted a self-assessment and is now seeking an accredited external validator to review and independently conclude on the results of this self-assessment and on DIOS IAD’s level of conformance to the Standards.

8. CSSD on behalf of DIOS IAD is seeking for an experienced internal audit service provider to perform a SAIV in December 2022.

9. Scope of the work includes assessments of all components within the IIA’s International Professional Practices Framework (IPPF), taking into consideration guidance in the Quality Assessment Manual.

**METHODOLOGY**

10. The assessment is conducted in accordance with the professional judgement of the validator and with appropriate reference to the IIA’s International Professional Practices Framework (IPPF).

11. Detailed methodology for conducting the SAIV should be provided, including time commitment and resources needed from DIOS IAD. The validator may also provide DIOS IAD with subsequent amendments needed for the next self-assessment, and if relevant, leading practices and/or specific opportunities to improve the functioning of IAD and to enhance its conformance against IPPF.

12. The review and relevant interviews will be conducted remotely.

**TIMETABLE**

<table>
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<tr>
<th>Description</th>
<th>Estimation</th>
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<tr>
<td>Starting 1 December 2022</td>
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<tr>
<td>Preparation and planning including kick-off discussion with DIOS</td>
<td>1-3 days</td>
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<tr>
<td>Interviews with key clients and audit team</td>
<td>1-3 days</td>
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<tr>
<td>Utilizing self-assessment results and information gathered above perform the validation</td>
<td>3-5 days</td>
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<tr>
<td>Discuss findings, prepare draft report for discussion with Chief, IAD and Director DIOS. Prepare final report and provide briefing for UNRWA and a briefing to the ACIO on the results of the SAIV</td>
<td>3-4 days</td>
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</table>
OUTPUTS

13. The review should conclude with a descriptive report on findings and results, which should be discussed and agreed on with the Chief Internal Audit and the Director of DIOS. The report should focus on reviewer’s concurrence with the DIOS IAD’s self-assessment against the IPPF, together with recommendations and agreed action plans, if any.

QUALIFICATIONS OF THE SUCCESSFUL BIDDER

14. The reviewer must be duly accredited by the IIA and have sufficient competencies and experience in conducting SAIV or external quality assessments for similar organization and/or audit team sizes demonstrated as such through providing a minimum of three reference letters or sample reports, and professional qualifications of team member(s).

15. Curriculum vitae (CVs) should be provided for the principal reviewer, together with, if applicable, the CVs of any other reviewers who will be part of the team, the principal reviewer should at least have a minimum of 5 year’s experience in relevant field.

16. The reviewer must be completely impartial and independent from all aspects of management or financial interests in UNRWA. The reviewer should not, during the period covered by the review nor during the undertaking of the review have any financial or close business relationships with any member of DIOS. Any past dealings with UNRWA/DIOS and UNRWA/DIOS’ staff should be disclosed accordingly and considered during the evaluation.

PRESENTATION OF PROPOSAL

17. The reviewer is expected to submit a proposed plan in English on how they intend to deliver the services outlined in the ToR together with an overall budget. The proposal should include at a minimum the following information:

(a) **Background/Expertise:** Information on the entity offering services outlining its expertise, previous experience in providing similar services, and institutional capacity including personnel that will participate in delivering the outputs.

(b) **Technical Approach:** The Bidder must demonstrate how it envisions undertaking the proposed activities. It should also present a plan outlining how it intends to ensure oversight, management and accountability (quality assurance) of data-collection.

(c) In addition to providing supporting documentation, Bidders are requested to sign each page of this Terms of Reference document and return as part of their offer.

(d) Bidders are requested to make sure to submit their **price quotations** using the Pricing Schedule provided in the Annex D.

(e) Prices must be fixed and inclusive of all out of pocket expenditure, if applicable. No additional costs will be accepted.

(f) Please note that the United Nations is tax exempt. Please do not include VAT as part of your offer.
ANNEX 2: QUOTATION SUBMISSION FORM

Bidders are requested to complete this form, sign it and return it as part of their quotation along with Annex 3: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

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<thead>
<tr>
<th>Name of Bidder:</th>
<th>Click or tap here to enter text.</th>
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<tr>
<td>RFQ reference:</td>
<td>Click or tap here to enter text.</td>
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<tr>
<td>Date:</td>
<td>Click or tap to enter a date.</td>
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## Bidder’s Declaration

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<tr>
<th>Yes</th>
<th>No</th>
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| ☐   | ☐  | **Requirements and Terms and Conditions:** I/We have read and fully understand the RFQ, including the RFQ Information and Data, Schedule of Requirements and Evaluation Criteria, the General Conditions of Contract and any Special Conditions of Contract. I/we confirm that the Bidder agrees to be bound by them.

| ☐   | ☐  | I/We confirm that the Bidder has the necessary capacity, capability and necessary licenses to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period.

| ☐   | ☐  | **Ethics:** In submitting this Quote I/we warrant that the bidder: 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 RFQ; has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of UNRWA.

| ☐   | ☐  | I/We confirm to undertake not to engage in proscribed practices, or any other unethical practice, with UNRWA or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to UNRWA. I/We have read and will adhere to the United Nations Supplier Code of Conduct and understand that adherence to it is a requirement for participating in any solicitation exercise of UNRWA.

| ☐   | ☐  | **Conflict of interest:** I/We warrant that the bidder has no actual, potential or perceived Conflict of Interest in submitting this Quote, or entering into a Contract to deliver the Requirements. Where a Conflict of Interest arises during the RFQ process the bidder will report it immediately to UNRWA’s Point of Contact.

| ☐   | ☐  | **Prohibitions, Sanctions:** I/We hereby declare that our firm, its affiliates or subsidiaries or employees, including any Joint Venture/Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by UNRWA or any other entity of the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group.

| ☐   | ☐  | **Bankruptcy:** I/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future.

| ☐   | ☐  | **Offer Validity Period:** I/We confirm that this Quote, including the price, remains open for acceptance for the Offer Validity.

| ☐   | ☐  | I/We understand and recognize that you are not bound to accept any Quotation you receive and we certify that the goods offered in our Quotation are new and unused.

| ☐   | ☐  | By signing this declaration the signatory below represents, warrants and agrees that he/she has been authorised by the Organization/s to make this declaration on its/their behalf.

**Signature:** ____________________________

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<td>Title:</td>
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<tr>
<td>Date:</td>
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The Bidder should satisfy these mandatory requirements by ticking each box below. Supporting documentation that verifies the claims should also be attached to the bid.

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<tr>
<th>S/No</th>
<th>Mandatory requirements</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>1.</td>
<td>The Bidder has read and fully understood all Sections of the Terms of Reference including the attached Appendices.</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>2.</td>
<td>The Bidder provide evidence that they are duly accredited in conducting assessments under the IIA’s International Professional Practices Framework (IPPF) and has demonstrated as such per the minimum professional qualifications as outlined in Secion 7 of the Terms of Reference.</td>
<td>Yes</td>
<td>No</td>
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<td>3.</td>
<td>The Bidder submitted CV for their principal reviewer which demonstrate proven capacity to perform all aspects of the assessment described in the Terms of Reference as well as operational capacity for at least 5 years in the relevant field.</td>
<td>Yes</td>
<td>No</td>
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<td>4.</td>
<td>The Bidder provided outputs as specified in Section 6 of the Terms of Reference, including but not limited to assessment reports and recommendations as well as provided example(s) of prior assessment reports as indicated in Section 7, (including for SAIV as preferred) have been deemed satisfactory.</td>
<td>Yes</td>
<td>No</td>
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<td>5.</td>
<td>The Bidder comply with the timeframe provided in Section 5 of the Terms of Reference.</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>6.</td>
<td>The Bidder has prepared a Proposed approach as per the requirements listed under Section 8 of the Terms of Reference, to be submitted as part of the Bidder’s response.</td>
<td>Yes</td>
<td>No</td>
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7. The Bidder as a minimum must provide at least three reference/sample reports showing that bidder has done satisfactory work for similar services

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<td>Yes</td>
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8. The Bidder confirms that (all) staff member(s) performing the assessment is/are completely impartial and independent from all aspects of management or financial interests in the entities being assessed. The Bidder is fully aware of the stated requirement relating to independence which require a bidder to disclose any relationship that might possibly compromise his/her/their independence.

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All the requirements in the Description of Service are mandatory. Failure to comply with any of the requirements will lead to disqualification of the offer. Therefore, Bidders are requested to confirm their compliance with all the requirements stated in this Terms of Reference document.
ANNEX 4: FINANCIAL OFFER

Payments will be made to the contractor based on an agreement between UNRWA and the contractor on the completion of tranches of work. It is expected that payments will be made following this schedule:

Currency: __________________________

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Success Indicators</th>
<th>% of contract payment</th>
<th>Value of Service</th>
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<tbody>
<tr>
<td>Planning: with details of interviews and other procedures to be conducted and information requests</td>
<td>Acceptance by UNRWA and agreement with the proposed detailed plan/other procedures</td>
<td>-</td>
<td></td>
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<tr>
<td>Detailed observations agreed with the Chief/IAD and Director/DIOS, including draft report.</td>
<td>Agreement by DIOS with the observations and the proposed remedial action.</td>
<td>70%</td>
<td></td>
</tr>
<tr>
<td>Finalization of the assessment report</td>
<td>Agreement by DIOS and after discussion with the ACIO</td>
<td>30%</td>
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<tr>
<td><strong>Grand Total</strong></td>
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GENERAL CONDITIONS OF CONTRACT
FOR THE PROVISION OF SERVICES ONLY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.6 Nothing in Articles 4.3, 4.4 and 4.5, above, shall be construed to create any obligations on the part of UNRWA with respect to the Contractor’s personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

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

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

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

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

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

5. ASSIGNMENT; SUBCONTRACTING:

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

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

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

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

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

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

6. INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

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

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

7.5.1 name UNRWA as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy; and,
9. ENCUMBRANCES AND LIENS

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

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

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

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

10. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

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

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

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

13. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

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

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

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

14. TERMINATION:

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

14.2 UNRWA may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNRWA applicable to the performance of the Contract or the funding of UNRWA applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day’s advance written notice to the
Contractor, UNRWA may terminate the Contract without having to provide any justification therefor.

14.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNRWA, the Contractor shall, except as may be directed by UNRWA in the notice of termination or otherwise in writing:

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

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

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

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

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

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

14.3.7 complete performance of the work not terminated; and,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. SETTLEMENT OF DISPUTES:

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

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

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

19. TAX EXEMPTION:

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

19.2 The Contractor authorizes UNRWA to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNRWA before the payment thereof and UNRWA has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNRWA with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNRWA shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNRWA and paid by the Contractor under written protest.

20. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNRWA, as such obligations are set forth in UNRWA vendor registration procedures.

21. MODIFICATIONS:

21.1 Only the Chief, Procurement and Logistics Division, or, for local contracts, the Field Office Director in each of UNRWA’s fields of operation, or such other contracting authority as UNRWA has made known to the Contractor in writing, possesses the authority to agree on behalf of UNRWA to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against UNRWA unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief, Procurement and Logistics Division, or the Field Office Director (for local contracts), or such other contracting authority.

21.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 21.1 above.

21.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UNRWA nor in any way shall constitute an agreement by UNRWA thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 21.1, above.

22. AUDITS AND INVESTIGATIONS:

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

22.2 The Contractor acknowledges and agrees that, from time to time, UNRWA may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract. The right of UNRWA to conduct an investigation and the Contractor’s obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor’s obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNRWA access to the Contractor’s premises at reasonable times and on reasonable conditions in connection with such access to the Contractor’s personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor’s attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNRWA hereunder.

23. LIMITATION ON ACTIONS:

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

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

24.1 The Contractor represents and warrants that:

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

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

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

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

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

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

25. BANK GUARANTEE: If specifically requested by UNRWA, prior to the signature of the Contract, the Contractor shall provide a 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.
UNGM
Vendor registration and e-tendering
Supplier User Guide

www.ungm.org
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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 >**.

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Declaration

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

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

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

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

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

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

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

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

- **Withdraw registration**

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

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

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

- **Complete Level 1 and/or 2 registrations**

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

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

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

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

To **check the registration statuses with UN organizations** please Go to the Dashboard in the navigation menu.
From the UNGM homepage, click on the 'Business Opportunities' box.

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

Click on the 2 'show more criteria' button on the upper right side.
In the 3 ‘UN organizations’ field, please type UNRWA. The system will automatically show all the active tender notices issued by UNRWA.

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

In case of first access, click on 4 ‘Express interest’ to notify UNRWA that you are interested in participating in this tender. After a few seconds, the button will change in a green button 5 ‘View documents’. Click on this ‘View Documents’ button (on the left side) to gain access to the tender documents.

**STEP 2: TENDER MANAGEMENT**

After clicking on ‘View Document’ you will be transferred from the UNGM portal to the 6 UNRWA e-tendering system. The following ‘Tender Management’ screen should appear.

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

- Tender: General information about this tender
- RFP documents: IMPORTANT, here is the deadline plus all the documents of the tender process (RFQ, RFP, ITB, etc.). In the same area, you have the placeholders for uploading your proposal and all your documents.
- Correspondence: an area where you can write email and receive answers from UNRWA.
- Clarifications: an area for reading the clarifications issued by UNRWA and made available to all bidders. Please ensure to read all the clarifications as they become part of the specifications.
- History: a log of past activities related to this tender

From this point onward, we think that the system is more intuitive and you will be able to navigate without major difficulties. But if you have questions, please contact us using the CORRESPONDENCE function of the e-tendering system or via email at Intend.Admin@unrwa.org.

STEP 3: ACCESS THE TENDER AT A LATER STAGE

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

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

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

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

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

If a **Questionnaire** is required to be completed, it will be shown in **Red and marked ‘Not Started’** in the ‘My Tender Return’ section. It is mandatory that any Questionnaire’s must be completed.

To add additional documents you wish to submit as part of your tender return and you feel are relevant to the tender, click the **13 [Upload File]** button under the ‘My Tender Return’ section (if available). These will then appear in the ‘My Tender Return’ section.

**NOTE**: Large files may take some time to upload.

The **14 [Submit Return]** button will not allow the submission until you have 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 Modify Return button will turn to 'Modify Return' where you will be able to modify the submitted bid before the closing date. Please note that any documents not included in the subsequent return will not be considered. All tender documents you wish to return must be included in your modified bid as this replaces your first and existing bids.

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

ADDITIONAL TOOLS

TENDER ALERT SERVICE

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

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

For more help and guidance please visit UNGM Help Center.

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