



united nations relief and works agency  
for palestine refugees in the near east

وكالة الأمم المتحدة لإغاثة وتشغيل  
اللاجئين الفلسطينيين في الشرق الأدنى

# Request for Proposal

**CPS/WB/RSSP/0012/0/17**



**UNRWA**

**Request for Proposal  
for Cash transfer service to the  
beneficiaries of the Social Safety  
Net Programme**

17 July 2017



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PLD/PROC/610/2

17 July 2017

To whom it may concern,

## REQUEST FOR PROPOSAL

The United Nations Relief and Works Agency, West Bank (UNRWA), is issuing the following Request for Proposal (No. CPS/WB/RSSP/0012/0/17).

UNRWA is seeking professionally qualified, experienced, and capable service providers to provide "Cash transfer service to the beneficiaries of the Social Safety Net Programme" for UNRWA West Bank.

The Request for Proposal (RFP) details are as follows:

RFP#: CPS/WB/RSSP/0012/0/17

Quotation Period: 16 UNRWA Working Days.

Quotation Issued: Monday, 17 July 2017.

Deadline for receiving Queries in writing: 24 July 2017.

Bidders Conference: 31 July 2017 at 11:00 a.m. Jerusalem time.

Quotation Closure: Monday, 07 August 2017 at 11:00 a.m. Jerusalem time.

Required minimum validity period of offer (90 Days): 06 November 2017.

Please note this RFP is to be responded to using the Two Envelope System. All Financial information (pricing) must be sent in a separate envelope from any Technical information. You must clearly indicate on both envelopes the following:

Part one: Technical Part.

Part two: Financial Part.

Both offers should be submitted in two separate sealed envelopes to the address in RFP documents before the dead line.

Yours Sincerely,

  
Axel Auerbach  
Head of Field Procurement and Logistics Office  
Jerusalem

Please notify UNRWA immediately on facsimile number (00972 2 5816564) if any part of this Request for Proposal is missing and/or illegible. Please be aware that this facsimile number may only be used to send queries.

### NOTICE OF CONFIDENTIALITY

This set of documents contains UNRWA proprietary information that is strictly confidential and/or legally privileged, and is intended strictly for the use by the Officials of UNRWA and/or the named recipient hereof. ANY UNAUTHORIZED DISCLOSURE, COPYING, DISTRIBUTION OR OTHER USE OF THE INFORMATION HEREIN IS STRICTLY PROHIBITED. If you have erroneously received this set of documents, please notify UNRWA immediately.



## REQUEST FOR PROPOSAL

<b>Request for Proposal (RFP) for:</b>	Cash transfer service to the beneficiaries of the “Social Safety Net Programme” for UNRWA West Bank.
<b>RFP Number:</b>	CPS/WB/RSSP/0012/0/17
<b>RFP Issue Date:</b>	17 July 2017
<b>Tender Due Date:</b>	<b>07 August 2017 at 11:00 a.m.</b>
<b>Deadline for Queries:</b>	<b>24 July 2017</b> to be addressed to (fplo-wb@unrwa.org), or Fax No: 00972 2 5816564
<b>Bidder’s Conference for Answering the Queries:</b>	<b>31 July 2017 at 11:00 a.m.</b>

1. By way of the present ‘Request for Proposal’ (RFP), UNRWA hereby solicits your proposal for the above item in accordance with this document and the annexes attached.
2. UNRWA considers this RFP to be the most appropriate means of providing, fairly and transparently, valuable information pertaining to this RFP to all bidders.
3. Bidders are requested to explicitly confirm in their proposal the acceptance of and compliance with UNRWA’s General Conditions of Contract (Annex B) including as modified by the contract template (Annex C1).
4. We strongly encourage bidders to keep the quantity of binders/folders and plastic used to present offers to a minimum. Ideally UNRWA would like to receive only the documentation requested in good order and with coherently numbered pages in as simple a format as possible without being bounded or stapled.
5. The proposals must be received no later than the RFP due date and time, by: email, courier, or hand and as set forth in detail in Annex A, article 1a).
6. This Request for Proposal (RFP) consists of this document and the following annexes:

	<u>Pages</u>
Annex A: Instructions to Bidders	<b>05-08</b>
Annex B: General Conditions of Contract	<b>09-20</b>
Annex C1: Service Contract Template	<b>21-26</b>
Annex C2: Terms of Reference	<b>27-35</b>
Annex D: Acknowledgment Letter	<b>36</b>
Annex E: Letter of Introduction	<b>37</b>
Annex F: Evaluation Criteria and Special Instructions	<b>38</b>
Annex G: Vendor Profile Form	<b>39-42</b>
Annex H: Performance Bond Form	<b>43</b>
Annex I: United Nations Global Compact and Supplier Code of Conduct.	<b>44-50</b>
Annex J: Map – Social Safety Net Programme’s beneficiaries	<b>51</b>
Annex K: UNRWA Beneficiary List Example	<b>52</b>



7. The Instructions to Bidders (Annex A) must be complied with in preparing your proposal. We would also be grateful if you could acknowledge receipt of this using the Acknowledgment Letter form (Annex D) as soon as possible.
8. Please note that the terms set forth in this RFP, including the General Conditions of Contract (Annex B), the Terms of Reference (Annex C2) and any special conditions set forth herein will be an integral part of any contract should UNRWA accept your proposal. The contract UNRWA will be in accordance with (Annex C1) hereto and will require compliance with all factual statements and representations made in the proposal, subject to any modifications to the proposal agreed to by UNRWA in the context of negotiations, should negotiations be entered into.
9. **QUERIES ABOUT THIS RFP**

For queries on this RFP, please contact Field Procurement and Logistics officer, UNRWA West Bank via email at [fplo-wb@unrwa.org](mailto:fplo-wb@unrwa.org) on the subject line, please indicate the RFP number. All queries and questions will be consolidated and answered at the bidder's conference.

#### 10. Bidder's Conference

A bidder's conference will be held on 31 July 2017 at 11:00 a.m. in the Conference Room No.607, 5th Floor, UNRWA Area Office at Ramallah, Industrial Area, Ramallah. Please to confirm attendance to the Bidder's Conference of one representative and to mention his/her name and title via email at [fplo-wb@unrwa.org](mailto:fplo-wb@unrwa.org), no later 24 July 2017.



## Instructions to Bidders

### 1. SUBMISSION OF PROPOSALS

#### a. Where to Submit:

Proposals must be submitted on the attached Bid Form and sent as follows:

##### ❖ By Email:

In order to receive your e-mail through our system please make sure that the message and attachment size does not exceed 10 MB for each e-mail. In case of large e-mails you can split into parts.

UNRWA Field Office, West Bank  
Attn: Chairperson, Tender Opening Committee  
Email: fplo-wb@unrwa.org

Subject line of email must state: CONFIDENTIAL RFP No. [CPS/WB/RSSP/0012/0/17]

##### ❖ By Courier or Hand:

###### Address No.1:

UNRWA Field Office, West Bank  
Jerusalem, Sheikh Jarrah  
PO BOX: 19149 Jerusalem  
Chairperson, Tender Opening Committee  
Tel No. [+972 2 5890551]

###### Address No.2:

UNRWA Area Office at Ramallah  
Support Services Office (SSO)  
Industrial Area, opposite to Volvo Company - Fifth Floor  
Tel No. [+972 2 2989409 Ext. 0]

**Note:** The above telephone number should not be used for queries concerning this RFP. For queries, please see Section 18 below.

**Outer envelope/package must be clearly marked as follows:**

CONFIDENTIAL RFP No.

RFP NO. [CPS/WB/RSSP/0012/0/17]

Closing Date and Time: **[07 August 2017 at 11:00 a.m.]**

Name of your Company: {insert your company name}

#### b. What to Submit:

Your proposal must be submitted in English in two (2) COPIES (including all attachments, appendices and annexes thereto).

**Your proposal must be submitted in one set of documents, separated in two parts:**

**Part A: The Technical Proposal** – shall be the bidder's un-priced proposal which shall comply with the requirements set forth in Section 3 below. The technical part of the proposal must be submitted in **TWO (2)** hardcopies in a separate e-mail message/ document clearly marked as follows:

RFP No. [CPS/WB/RSSP/0012/0/17]

Tender Due and Time: **[07 August 2017 at 11:00 a.m.]**

Name of your Company:  
**Technical Proposal-Part A**

Part B: The Financial Proposal – shall be the bidder's priced proposal which shall comply with the requirements set forth in Section 4 below. The financial part of the proposal must be submitted in **TWO (2)** hardcopies in a separate e-mail message/ document clearly marked as follows:

RFP No. [CPS/WB/RSSP/0012/0/17]

Tender Due and Time: **[07 August 2017 at 11:00 a.m.]**

Name of your Company:

**Financial Proposal-Part B**

Bidders must provide all requisite information under this RFP and clearly and concisely respond to all points set out in this RFP (including the annexes). The bidder(s) must state any exceptions or caveats to this RFP. After submission of proposal, no exceptions will be accepted. Exceptions, if any, must be specific rather than general in nature, and a rationale must be provided for each exception taken. UNRWA reserves the right to reject any proposal containing exceptions, caveats or any attempt to limit, delete or otherwise change any provisions, clauses, words or schedules contained in this RFP. However, unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective Proposal is discouraged.

#### c. When to Submit:

All proposals must be received at the address set forth in clause (a) above no later than the RFP due date and time indicated in the cover letter. It is the exclusive responsibility of the proposers to ensure that the e-mails/fax messages containing the proposal reaches the above address before such time and date so that it is time stamped and acceptable for opening. Proposals must be delivered to the designated address during UNRWA working hours from 7:15 a.m. to 2:45 p.m., Monday through Friday except for UNRWA holidays. Delivery to any other UNRWA office location will be at the risk of proposer and will not constitute timely delivery. Written proof of receipt will not be given unless a postal/courier service receipt or other form of receipt is presented for signature by UNRWA. Proposals received after the above-mentioned deadline will be rejected.

### 2. SUBMISSION OF SAMPLES

If you are requested in the covering letter of the RFP to submit samples of the items offered, please note that failure to do so may render your proposal invalid. Please also note that your proposal may be forwarded separately from the "sample" to the address indicated in Section 1 above. Sample(s) must be received at the address set forth in Section 1 above no later than the tender due date and time indicated in the cover letter. Sample packaging must be clearly marked as follows:

RFP#: [CPS/WB/RSSP/0012/0/17]

Tender Due and Time: **[07 August 2017 at 11:00 a.m.]**

Name of your Company:  
**Samples**



### 3. THE TECHNICAL PROPOSAL

#### Contents

Part A (Technical Proposal) of your proposal must include the following information:

- Letter of Introduction (Annex E) with the power of attorney (or equivalent document) attached,
- Vendor Profile Form (Annex G) duly accomplished with all the required information,
- Detailed description of your technical proposal (including diagrams, detailed methodology, work plan and schedule, response to any questionnaire, etc.) which must address all the requirements described in Terms of Reference (Annex C2),
- Certified copies of audited financial statements (balance sheet, income statement, cash flow statement and notes to the accounts) for your company's two most recent fiscal years prepared by an internationally-recognized firm of chartered accountants and, if the latest audited financial statements are more than 12 months old, unaudited financial statements as of the fiscal quarter immediately preceding the date of submission of the proposal, and
- If any part of the project will be subcontracted, description of such part of project and item (2) and (4) above for each proposed subcontractor (please note that UNRWA approval is required for any proposed subcontracting).

#### No Prices

Bidders must **not** mention prices and costs in Part A (Technical Proposal).

#### Product Demonstration/Site Visit

During the evaluation process, UNRWA may request the bidder(s) to prepare a proof of concept for demonstration or to arrange for a visit for the purpose of demonstration to one or more of the two reference sites (at least two) provided by the bidder(s) as per Section 3 of this RFP.

#### Signature

The technical part of the proposal must be signed by a duly authorized representative of the bidder. All erasures, amendments, or alterations must be initialled by the signatory to the proposal.

### 4. THE FINANCIAL PROPOSAL

#### Contents

Part B (Financial Proposal) of your proposal must include all costs associated with the assignment must be provided with as much detail as possible. **These costs should be itemized or broken down by activity.**

#### Currency

The currency of the quotation should preferably be in US dollars. However, if other currencies are used, they should be clearly indicated and evaluation will be conducted in US dollars only based on UNRWA official rates of exchange.

#### Local Tax

The successful bidder may be subject to local taxes (e.g., value added or sales tax, social charges or income taxes on non-resident foreign personnel, duties, fees, levies, etc.) on amounts payable by UNRWA under the contract with the bidder. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such tax amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

#### Signature

The financial part of the proposal must be signed by a duly authorized representative of the bidder. All erasures, amendments, or alterations must be initialled by the signatory to the proposal.

#### GSA Clause

UNRWA is eligible under the United States Foreign Assistance Act of 1961 to receive full benefits under General Services Administration (GSA) Contracts. Accordingly, all proposals must specify whether or not items quoted by the bidder are currently subject to GSA Federal Supply pricing and indicate the GSA Contract Number and Expiration Date, wherever applicable.

### 5. VALIDITY PERIOD

Your proposal shall remain valid for a minimum period of ninety (90) days from the RFP due date, during which period a purchase order or contract, if placed, will be accepted by you. In the event that a supplier is in a position to extend the validity of his offer for a period beyond the required minimum, this should be stated in the proposal.

### 6. ACCEPTANCE

UNRWA reserves the right, at its sole discretion, to consider as invalid or unacceptable any proposal which is: (a) not clear; (b) incomplete in any material detail, (c) received after the deadline, (d) not properly marked or addressed, (e) delivered to another location than the one required herein, (f) unsolicited, or (g) not otherwise in compliance with this RFP. UNRWA also reserves the right to split an award between any proposers in any combination, as it deems appropriate. If the proposal is submitted on an "all or none" basis, it should clearly state so.

### 7. AWARD OF CONTRACTS

This RFP does not commit UNRWA to award a contract or to pay any costs incurred in the preparation or submission of proposals, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any proposal submitted will be regarded as an offer made by the



bidder and not as an acceptance by the bidder of an offer made by UNRWA. No contractual relationship will exist except pursuant to a written contract document signed a duly authorized official of UNRWA and by the successful bidder.

UNRWA may award contracts for part quantities or individual items. UNRWA will notify successful bidders of its decision with respect to their proposals as soon as possible after the proposals are opened. UNRWA reserves the right to cancel any RFP, to reject any or all proposals in whole or in part, and to award any contract without disclosing the reason or reasons. Proposals will be evaluated taking into consideration, not only cost-effectiveness, but also technical considerations. The lowest-priced proposal will not necessarily be accepted.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and products of different origin than stipulated in their offer may be excluded from future tenders.

## 8. PAYMENT

The financial rules and regulations of UNRWA preclude advance payments or payment by letters of credit. Such provisions in a proposal will be prejudicial to its evaluation by UNRWA. The normal terms of payment by UNRWA are 30 to 45 days (or similarly discounted payment terms if offered by proposers) upon satisfactory delivery of goods or performance of services and acceptance thereof by the UNRWA. Proposers must therefore clearly specify in their proposals the payment terms being offered.

## 9. PERFORMANCE BOND AND LIQUIDATED DAMAGES

### Performance Bond

After signing the contract (normally within five (5) business days), the selected bidder shall at its own cost and expense, furnish to UNRWA a performance bond substantially in the form attached as **Annex H, or a similar guarantee acceptable to UNRWA in a sum equal to 10 percent of the total contract price**. The performance bond shall be valid until at least 30 days after the termination or expiration date of the contract. UNRWA shall be entitled to claim from the performance bond/guarantee upon the first written demand by UNRWA without having to prove the liability of the contractor and in accordance with the terms and conditions as set forth in [Annex B].

### Liquidated Damages

If the successful bidder fails to supply the specified goods/services within the lead time stipulated by his/her proposal, or within a period specified by a purchase order or a contract, UNRWA may, in its sole discretion and without prejudice to its other remedies under the purchase order or contract, deduct from the contract price, as liquidated damages, as set forth in [Annex C2], up to a maximum deduction of 10 percent of the contract price.

## 10. CONFIDENTIALITY

This RFP or any part hereof, and all copies hereof must be returned to UNRWA upon request. It is understood that this RFP is confidential and proprietary to UNRWA, contains privileged information, part of which may be copyrighted, and is communicated to and received by bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of UNRWA, except that bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the RFP, bidders will be bound by the contents of this paragraph whether or not their company submits a proposal or responds in any other way to this RFP.

## 11. COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT

Bidders and their employees, officers, advisers, agent or subcontractors must not engage in any collusive bidding or other anti-competitive conduct, or any other similar conduct, in relation to:

- the preparation or submission of proposals,
- the clarification of proposals, and
- the conduct and content of negotiations, including final contract negotiations, in respect of this RFP or procurement process, or any other procurement process being conducted by UNRWA in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to UNRWA, any other bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

In addition to any other remedies available to it, UNRWA may, at its sole discretion, immediately reject any proposal submitted by a bidder that, in UNRWA's sole opinion, has engaged in any collusive bidding, other anti-competitive conduct, or any other similar conduct with any other bidder, person or entity in relation to the preparation or lodgement of proposals, whether in respect of this RFP or procurement process, or any other procurement process being conducted by UNRWA in respect of any of its requirements.

## 12. IMPROPER ASSISTANCE

Proposals that, in the sole opinion of UNRWA, have been compiled:

- with the assistance of current or former employees of UNRWA, or current or former contractors of UNRWA in violation of confidentiality obligations or by using information not otherwise available to the general



public or which would provide a non-competitive benefit,

- with the utilization of confidential and/or internal UNRWA information not made available to the public or to the other bidders,
- in breach of an obligation of confidentiality to UNRWA, or
- contrary to these terms and conditions for submission of a proposal, shall be excluded from further consideration.

Without limiting the operation of the above clause, a bidder must not, in the absence of prior written approval from UNRWA, permit a person to contribute to, or participate in, any process relating to the preparation of a proposal or the procurement process, if the person:

- at any time during the 6 months immediately preceding the date of issue of this RFP was an official, agent, servant or employee of, or otherwise engaged by, UNRWA,
- at any time during the 12 months immediately preceding the date of issue of this RFP was an employee of UNRWA personally engaged, directly or indirectly, in the planning or performance of the requirement, project or activity to which this RFP relates, or
- at any time, was an employee of UNRWA involved, directly or indirectly, in the preparation of this RFP including any earlier versions or the management of this procurement process.

### 13. CORRUPT PRACTICES

All UNRWA vendors shall adhere to the highest ethical standards, both during the procurement process and throughout the performance of a contract.

### 14. CONFLICT OF INTEREST

A bidder must not, and must ensure that its employees, officers, advisers, agents or subcontractors do not, place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of UNRWA and the bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any UNRWA contract a conflict of interest arises, or appears likely to arise, the bidder must notify UNRWA immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the bidder conflict with the interests of

UNRWA, or cases in which any UNRWA official, employee or person under contract with UNRWA may have, or appear to have, an interest of any kind in the bidder's business or any kind of economic ties with the bidder. The bidder must take steps as UNRWA may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of UNRWA.

### 15. WITHDRAWAL/MODIFICATION OF PROPOSALS

Requests to withdraw a proposal shall not be honoured. If the selected Vendor withdraws its proposal, UNRWA shall duly register said proposal and shall evaluate it alongside all other received proposals. Withdrawal of a proposal may result in your suspension or removal from the roster of UNRWA-registered vendors.

A bidder may modify its proposal prior to the tender closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original RFP number. No modification shall be allowed after tender closure.

### 16. GLOBAL COMPACT/UN SUPPLIER CODE OF CONDUCT

UNRWA strongly encourages all vendors to actively participate in the United Nations Global Compact and to adhere to the United Nations Supplier Code of Conduct. Please see Annex I.

### 17. GENERAL CONDITIONS OF CONTRACT

Attached as Annex B are UNRWA's General Conditions of Contract which shall apply to any contract awarded in respect of this RFP.

**Bidders are requested in their proposal to explicitly confirm acceptance of and compliance with UNRWA's General Conditions of Contract including as amended by the Contract template at Annex C1.**

### 18. QUERIES ABOUT THIS RFP

For queries on this RFP, please contact the [Procurement & Logistics Department] via email at [fplo-wb@unrwa.org](mailto:fplo-wb@unrwa.org) no later than the date/time indicated in the cover letter. On the subject line, please indicate the RFP number.



## GENERAL CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES ONLY

1. **EFFECTIVE DATE:** This Contract shall be effective when signed by the Parties. The Contract constitutes a contract between the Parties, the rights and obligations of which shall be governed solely by the terms and conditions of the Contract, including these General Conditions.
2. **LEGAL STATUS OF THE PARTIES:** UNRWA and the Contractor shall also each be referred to as a “Party” hereunder, and:
  - 2.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs (including UNRWA) has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
  - 2.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNRWA, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
3. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNRWA in connection with the performance of its obligations under the Contract. Should any authority external to UNRWA seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify UNRWA and provide all reasonable assistance required by UNRWA. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNRWA, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNRWA.
4. **RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of any services to UNRWA by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:
  - 4.1 The services shall be delivered in a professional and workmanlike manner in accordance with the terms and conditions of this Contract. The Contractor shall conduct its operations with due diligence and efficiency, in accordance with sound technical, financial and managerial standards and practices.
  - 4.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
  - 4.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNRWA, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
  - 4.4 At the option of and in the sole discretion of UNRWA:
    - 4.4.1 The qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNRWA prior to such personnel’s performing any obligations under the Contract;
    - 4.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNRWA prior to such personnel’s performing any obligations under the Contract; and,



- 4.4.3 in cases in which, pursuant to Article 4.4.1 or 4.4.2, above, UNRWA has reviewed the qualifications of such Contractor's personnel, UNRWA may reasonably refuse to accept any such personnel.
- 4.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
- 4.5.1 UNRWA may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.
- 4.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNRWA, which shall not be unreasonably withheld.
- 4.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
- 4.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
- 4.5.5 Any request by UNRWA for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNRWA shall not bear any liability in respect of such withdrawn or replaced personnel.
- 4.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNRWA officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.
- 4.6 Nothing in Articles 4.3, 4.4 and 4.5, above, shall be construed to create any obligations on the part of UNRWA with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
- 4.7 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNRWA shall:
- 4.7.1 Undergo or comply with security screening requirements made known to the Contractor by UNRWA, including but not limited to, a review of any criminal history;
- 4.7.2 When within UNRWA premises or on UNRWA property, display such identification as may be approved and furnished by UNRWA security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNRWA for cancellation.
- 4.8 Not less than one working day after learning that any of Contractor's personnel who have access to any UNRWA premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNRWA about the particulars of the charges then known and shall continue to inform UNRWA concerning all substantial developments regarding the disposition of such charges.
- 4.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNRWA premises or on UNRWA property shall be confined to areas authorized or approved by UNRWA. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNRWA premises or on UNRWA property without appropriate authorization from UNRWA.



## 5. ASSIGNMENT; SUBCONTRACTING:

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

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

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

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

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

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

## 6. INDEMNIFICATION:

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

6.1.1 allegations or claims that the possession of or use by UNRWA of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNRWA under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically 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 fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNRWA. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNRWA with evidence, in the form of certificate of insurance or such other form as UNRWA may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNRWA reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 7.5.3, above, the Contractor shall promptly notify UNRWA concerning any cancellation or material change of insurance coverage required under the Contract.

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

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

9. **EQUIPMENT FURNISHED BY UNRWA TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNRWA to the Contractor for the performance of any

obligations under the Contract shall rest with UNRWA, and any such equipment shall be returned to UNRWA at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNRWA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNRWA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

#### 10. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

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

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

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

10.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the



Contract shall be the property of UNRWA, shall be made available for use or inspection by UNRWA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNRWA authorized officials on completion of work under the Contract.

**11. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS OR UNRWA:**

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNRWA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations or UNRWA, or any abbreviation of the name of the United Nations or UNRWA in connection with its business or otherwise without the written permission of UNRWA.

**12. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

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

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

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

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

may be appropriate before any such disclosure is made.

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

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

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

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

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



granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

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

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

#### 14. TERMINATION:

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

14.2 UNRWA may terminate the Contract at any time by providing written notice to the

Contractor in any case in which the mandate of UNRWA applicable to the performance of the Contract or the funding of UNRWA applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the 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. Where the Parties wish to seek assistance of a neutral third person in their attempt to reach an amicable settlement in a process of conciliation or mediation, such process shall take place in accordance with the Optional Conciliation Rules of the Permanent Court of Arbitration in force at the date of commencement of conciliation or mediation, as the case may be, or according to such other procedure as may be agreed between the Parties in writing.

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.



**SERVICE CONTRACT NO. CPS/WB/RSSP/0012/0/17**  
**[TEMPLATE]**

This Service Contract is made this        day of        2017 by and between the United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA) and the contractor, (The Contractor)

**Background**

UNRWA is seeking to contract a Financial Services Provider for the purpose of cash transfer services to the beneficiaries of the Social Safety Net Programme in the West Bank for the period of two years, renewable. The service is needed for more than 7,550 beneficiaries.

The contractor representing to be fully qualified and has the necessary expertise and resources to effectively and efficiently provide the service in West Bank.

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

**1. DEFINITIONS AND INTERPRETATION.**

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

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

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

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

**1.1.4** “Proposal” means the Contractor’s proposal attached as **Annex 3** (to be submitted by the bidding Contractor).

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

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

**1.2 Interpretation.** As used in the Service Contract:

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



- 1.2.1.1 This Service Contract, but excluding the General Conditions, Terms of Reference and Proposal.
- 1.2.1.2 The General Conditions (**Annex 1**).
- 1.2.1.3 The Terms of Reference (**Annex 2**).
- 1.2.1.4 The Proposal (**Annex 3**).

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

**1.2.3** Paragraph 12.2 of the General Conditions (**Annex 1**) shall be amended and shall read as follows:

12.2 The Contractor shall not disclose Information without obtaining the prior written permission of UNRWA. In the event the Contractor wishes to disclose Information, it shall submit a written request to UNRWA for permission to disclose the Information, setting out - without limitation - the grounds for the disclosure, the purpose of the disclosure, and the recipient of the Information. In evaluating this request, UNRWA will take into account the legal obligations of the Contractor as required by law. The Contractor will give UNRWA sufficient prior notice of a request for the disclosure of the 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. Any disclosure of Information or permission therefor from UNRWA shall be subject to – and shall not constitute of waiver of - the privileges and immunities of UNRWA. For the avoidance of doubt, Information shall include – without limitation - any details or information regarding UNRWA beneficiaries.

**1.2.4** Paragraph 14.1 of the General Conditions (**Annex 1**) shall be amended and shall read as follows:

14.1 The Contractor may terminate the Contract for cause, in whole or in part, upon one hundred and twenty (120) calendar days' notice, in writing to UNRWA. UNRWA may terminate the Contract for cause, in whole or in part, upon sixty (60) days' 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.

**1.2.5** All other paragraphs of the General Conditions shall remain unchanged.

**1.2.6** Where applicable, reference to the singular includes the plural.

**2. DURATION OF THIS AGREEMENT.** The Service Contract shall be effective from ....., to ..... This contract will be for 24 months from the date of contract signature by both parties and may be extended for an additional period subject to satisfactory performance of the contractor as determined solely by UNRWA and subject to funds availability.



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

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

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

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

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

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

**3.2 Delivery of Services.** The Contractor shall deliver the Services as set forth in the ToR and in accordance with the Delivery Schedule

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

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

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



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

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

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

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

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

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

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

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

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

**4.1.2** Access to UNRWA facilities consistent with requirements for the delivery of the Services, including, as applicable, the issuance of UNRWA grounds passes.

**4.1.3** Such measures (including but not limited to escort when traveling) as may be reasonably necessary to assure the personal security of the Contractor's personnel and their property.

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

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

**4.2.1** UNRWA shall pay to the Contractor the amount of up to **USD.....** in accordance with the Payment Schedule and this Section 4.2

**4.2.2** The Contractor shall submit to UNRWA monthly an invoice corresponding to the Services delivered during the period represented by the invoice as set forth in the Delivery



Schedule, including a certification by the Contractor that for the period of payment the Contractor has delivered the Services in accordance with this Service Contract, together with all such supporting documentation as may be required by UNRWA with respect thereto.

**4.2.3** UNRWA shall, within 45 days following the receipt from the Contractor of each invoice, pay the invoiced amounts subject to the following -

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

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

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

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

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

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

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

## **5. MISCELLANEOUS.**

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

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

**UNRWA:**

Field Procurement & Logistics Officer.  
UNRWA West Bank Field Office  
Sheikh Jarrah - Jerusalem  
PO Box 19149 Jerusalem 91191

**Contractor:**



Tel: + 972 (0) 2-589-0551  
Facsimile: +972 (0) 2 581 6564  
Email: [fplo-wb@unrwa.org](mailto:fplo-wb@unrwa.org)

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

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

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

**IN WITNESS WHEREOF**, the parties have signed this Service Contract on the.....day of ..... 2017.

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

**Contractor**

\_\_\_\_\_

\_\_\_\_\_

**Witness**

**Witness**

\_\_\_\_\_

\_\_\_\_\_



## Terms of Reference

### **Cash transfer service to the beneficiaries of the Social Safety Net Programme” for UNRWA West Bank.**

#### **I. Background:**

UNRWA is a United Nations agency established by the General Assembly in 1949 and is mandated to provide assistance and protection to a population of some 5.9 million registered Palestine refugees. Its mission is to help Palestine refugees in Jordan, Lebanon, Syria, West Bank and the Gaza Strip to achieve their full potential in human development, pending a just solution to their plight. UNRWA services encompass education, health care, relief and social services, camp infrastructure and improvement, microfinance and emergency assistance. UNRWA is funded almost entirely by voluntary contributions. The mission of UNRWA is to help Palestine refugees achieve their full potential in human development under the difficult circumstances in which they live.

UNRWA’s Social Safety Net Programme (SSNP), a programme run by the Relief and Social Services Programme (RSSP), provides assistance to the poorest of refugees. The programme was launched in 2013 aiming to assist in covering the basic nutritional needs of poor refugees by providing food assistance. In 2016, UNRWA enhanced the programme to be cash-based. Each beneficiary currently receives 125 NIS per quarter, via (direct cash distribution) solution. The amount is provided per family, and the average household size in the West Bank is 5.8. Thus, the quarterly cash assistance per family is around 725 NIS. Each calendar year has 4 quarters of assistance. This amount may fluctuate from month to month and from one location to another location based on many variables. In 2016, SSNP served around 36,129 refugees and provided them with approximately five million dollars of assistance. Refugees assisted formed more than 7,550 families. Beneficiaries were distributed all over West Bank Governorates and areas.

UNRWA is seeking to contract a Financial Services Provider for the purpose of cash transfer services to the beneficiaries of the Social Safety Net Programme in the West Bank for the period of two years, renewable. The service is needed for more than 7,550 beneficiaries.

The contractor to be fully qualified and has the necessary expertise and resources to effectively and efficiently provide the requested services in the West Bank.

#### **II. Scope:**

The Financial Services Provider (FSP) is requested to distribute money provided to it by UNRWA to eligible Palestine refugee families based on a list provided by UNRWA detailing the name of the family, the amount and the geographical location. The contractor should, within maximum 14 calendar days after the submission of the second reconciliation report by the FSP, return unspent amounts to UNRWA. The agency will provide FSP with the lists of beneficiaries two business days before the transfer of money from the main account occurs. The number of beneficiaries’ families is expected to remain around 7,550 in 2018. Therefore, FSP will:

1. Create accounts: FSP to create Master Bank Account(s) in the name of UNRWA with around 7,550 linked sub-accounts for beneficiaries.



2. Facilitate access: Beneficiary card holders to have access to funds via (i) ATMs (not limited to the ones owned by the FSP); (ii) Points of Sale (POS) machines and (iii) through branch teller. FSP to issue and distribute ATM cards to beneficiaries based on lists provided by UNRWA showing beneficiaries' locations. FSP should have vast geographic distribution in the West Bank to ensure accessibility for all beneficiaries. In the absence of such a branch network, UNRWA will consider innovative alternative proposals that the FSP may have as alternatives. FSP to set up a free SMS system to notify people of assistance deposited into their accounts. FSP to collect beneficiaries' phone numbers during the distribution of cards.
3. Transfer money: On a quarterly basis, FSP to transfer money to beneficiaries' subaccounts. Annually, it is expected that around five million dollars will be transferred.
4. Provide support services:
  - a. FSP to train stakeholders on issues related to its services. The objective is to ensure that stakeholders have the knowledge needed to benefit from FSP's available services.
  - b. FSP to provide quarterly reports to UNRWA in addition to other reports as requested by the agency. This will ensure that UNRWA has all the information it needs to manage the programme and preserve the rights of its beneficiaries.
  - c. FSP to assign a dedicated focal point to follow up all issues related to the programme. FSP to assign an alternate in case of the focal point's absence.
  - d. FSP focal point will receive a weekly list of problems faced by beneficiaries. He/she will be responsible for following up and resolving the problem.
  - e. FSP will designate a focal point at each branch to be available to resolve any problems for beneficiaries as may arise.
5. Support the project as required.

The selected Service Provider must be open to a post project evaluation and annual performance assessments; the latter will be shared with the United Nations Global Marketplace (UNGM).<sup>1</sup> It should also show willingness to work in remote areas where UNRWA project beneficiaries are traditionally based to conduct activities such as training workshops.

### **III. Objectives:**

To administer financial and transaction services to support the distribution of quarterly cash-based assistance to beneficiaries of the Social Safety Net Programme at UNRWA.

### **IV. Technical Proposal**

#### **A. Outcomes and Performance Standards:**

1. UNRWA and its beneficiaries to receive services from the financial services provider (FSP) within the timelines upon which the parties agreed:
  - 1.1. At the beginning of the project, **issuing and making all** ATM cards with their pins **available for collection** within two calendar weeks from receiving the necessary lists and data from UNRWA. **FSP to feed into lists sent by UNRWA** with comprehensive and clear details for all beneficiaries, including: account numbers, ATM cards' numbers, beneficiaries' names as they appear on ATM cards, and the SSN number as given to FSP by UNRWA. The lists should be sent back to UNRWA within seven business days of issuing the cards.
  - 1.2. **Issuing and distributing new** and replacement cards with their pins within 7 calendar

<sup>1</sup> UNGM Website: <https://www.ungm.org/Public/Pages/About>



days of UNRWA's request, sent to FSP's focal point.

- 1.3. **Issue and distribute leaflets to beneficiaries with the cards.** The leaflets will focus on the use of ATMs and ATM cards and will be in Arabic.
- 1.4. **Sending reports to UNRWA as requested.** One report to be sent within two calendar weeks of transferring money to beneficiaries. The other report to be sent within five calendar weeks of the transfer. Other types of reports could be requested throughout the project such as bank statements, account analysis statements, confirmations and other report related features for UNRWA's account/s.
- 1.5. **Transferring cash-based assistance** to beneficiaries within two business days of the receipt of request and lists from UNRWA. After these two business days, any delay in transferring the funds exceeding 10 calendar days, UNRWA will deduct 250 USD per day as liquidated damages. After ten calendar days, UNRWA reserves the right to issue affected beneficiaries the money through other means. UNRWA will notify the focal point that payment was sent to the beneficiary/ies. In such cases, FSP is obliged to refund UNRWA the amounts incurred three calendar days after the focal point is notified. FSP to send the refund to UNRWA's primary account.
- 1.6. **Weekly list of problems to be resolved** within 5 business days. FSP focal point to revert to UNRWA with feedback on a weekly basis.

Liquidated damages will be used by UNRWA to charge any costs and delays by the FSP caused to UNRWA. The deduction will be reflected in the quarterly payment to FSP. UNRWA will send a report to the FSP detailing the costs and the amount to be charged 14 calendar days prior to the implementation of the deduction.

- UNRWA will deduct 500 USD per day as liquidated damages from the FSP payment for each day of delay in issuing the cards at the beginning of the project.
- UNRWA will deduct 250 USD per day as liquidated damages if any delay occurs resulting in beneficiaries not getting their assistance in time (two business days after UNRWA's transfer request). This includes, but not limited to, delays in issuing cards, transferring assistance, unresolved problems and inactive cards. After ten calendar days, UNRWA reserves the right to issue affected beneficiaries the money through other means. UNRWA will notify the focal point that payment was sent to the beneficiary/ies. In such cases, FSP is obliged to refund UNRWA the amounts incurred three calendar days after the focal point is notified. FSP to send the refund to UNRWA's primary account.
- UNRWA will deduct one hundred USD per day if reports are not submitted on time in the first week. In the second week of delays, the deduction will increase to be 200 USD per day. By the third week, deductions will increase to 250 USD per day.

## 2. UNRWA and its beneficiaries to receive high quality services that maintain their rights

FSP to ensure that its staff is providing high quality services to UNRWA beneficiaries as the following:

- 2.1. FSP staff to **facilitate the work of UNRWA beneficiaries**; FSP to guarantee standards of equality and respect are maintained by staff in all aspects, including accessibility to FSP's facilities and customer service staff for raising problems they face. Complaints on unfair treatment by beneficiaries will be examined by UNRWA/RSSP through check visits to FSP locations and branches, and agreed upon meetings with the focal point.
- 2.2. **Assign designated focal points at each branch** to be available to resolve any problems for beneficiaries as may arise. Ensure that focal points are qualified; inform focal points about the project and train them on how to deal with UNRWA beneficiaries.



- 2.3. In order to **maintain the confidentiality of beneficiaries' information**, FSP is required to:
- Commit that the lists of beneficiaries and their information will not be shared or distributed to any party that is not directly contracted with the FSP to provide these services to UNRWA's beneficiaries;
  - Provide the PINs for the ATM cards in closed envelopes that have UNRWA's logo on them;
  - Comply with the terms of paragraph 12 of the GCC and any other confidentiality requirements requested by UNRWA.
  - Ensure that its data and electronic systems are fully secured to prevent any breaches of confidential information, including beneficiary information.
- 2.4. **Make sure cards provided to beneficiaries are functional**; FSP to activate and electronically test all cards issued for the first time on the company's systems. FSP must ensure that ATM cards are functioning at all times. FSP must replace problematic card within seven calendar days from being notified. If the problem affects the ability of the beneficiary to withdraw the cash-based assistance for 14 calendar days, UNRWA reserves the right to deliver the cash assistance using other means; FSP must refund UNRWA accordingly within three calendar days to the UNRWA primary account. Any costs arising from these delays will be deducted from the performance bond at the end of the year.
- 2.5. **Ensure that transactions are reflected accurately** in each respective account. Any discrepancy will be the responsibility of the FSP; beneficiaries and UNRWA must not be affected.
- 2.6. ATM cards should have 194 national key thus **allowing beneficiaries access to ATMs for other banks as well as POS** for free. Any associated fees must be clarified in the proposal.
- 2.7. **Have presence in target geographical areas**; prove availability of sufficient points of payment in line with the selected distribution modality (branches, mobile bank units, agents, merchants or other points of payments). Refer to annex J for SSNP map.
- 2.8. **Ensure that FSP's electronic systems are functional**. Any errors and repercussions of the errors will be the responsibility of the FSP. This includes, but not limited to, over withdrawal from account due to a mistake by the FSP. Beneficiaries' accounts will not be used to offset any related problem. UNRWA's main account will fall under the same protection.
- 2.9. **Offer and reach an agreement with UNRWA on preferential exchange rate** for all exchange processes.
- 2.10. **Permit UNRWA beneficiaries to conduct partial withdrawals** from their accounts.
3. UNRWA to have all the information and feedback it needs to run the programme:
- 3.1. **Provide 24-hour access to FSP online system** for UNRWA to monitor, manage the accounts, and for trouble-shooting. This access will provide UNRWA with up-to-date information on all UNRWA entries. FSP to ensure that the online access enables UNRWA the options of downloading reports as well to printing reports.
- 3.2. **Assign a dedicated focal point** to follow up all issues related to the programme. The focal point to be qualified to facilitate the work of UNRWA with the FSP. He/she will be available to communicate in person, phone, fax and email with UNRWA's team during all business hours. FSP to assign an alternate in case of the focal point's absence.
4. FSP to ensure accuracy in service provision and security of accounts
- 4.1. **Customize beneficiaries' accounts** to prevent them from using these accounts as



collateral for credit and/or for mortgage purposes; **protect beneficiaries' cash assistance from creditors**, including any commitments beneficiaries might have for the contracting FSP.

- 4.2. **Credit ATM cards** in accordance to payment files provided by UNRWA. FSP shall validate all payment files before commencing transactions and report to UNRWA any discrepancies in payment files.
- 4.3. Ensure that the **number of records and the sum of payment in the payment file match** instructions received from UNRWA.
- 4.4. **Assume responsibility for the security of UNRWA's funds and accounts.** FSP to provide all the documents that reserve the rights of beneficiaries and UNRWA in case any problem arises that would hinder FSP's ability to implement the agreement. The problem referred to includes, but not limited to, force majeure, wars and bankruptcy.
- 4.5. **Each issued ATM card to have** (A) the validity of 3 years, unless otherwise requested by UNRWA (B) is branded with UNRWA approved design. Each magnetic card shall be personalized with the card number, account number, expiry date, and beneficiary name as well as UNRWA logo.

UNRWA will create a standard operating procedures document at the beginning of the project and share it with awarded FSP. This document will regulate the relationship between FSP and UNRWA.

## **B. Deliverables:**

- i. Upon the signing of the agreement, the following deliverables will be required:
  1. More than 7,550 subaccounts to be created
  2. More than 7,550 active ATM cards and their pins to be issued and distributed
  3. More than 7,550 leaflets created and distributed to beneficiaries.
  4. FSP to assign a focal point; contact details to be shared with the UNRWA assigned team.
  5. SMS service in Arabic to be set for 7,550 beneficiaries to inform them of changes on their accounts, i.e. top-ups.
  6. Access to online services to be granted to UNRWA.
  7. Two training workshops to be conducted for UNRWA staff:
    - a. Training for front-line staff, in particular for social workers, on the use of ATMs, and predicted troubleshooting and addressing it
    - b. Training for RSSP and Finance team directly involved with the program on the use of the online portal.
  8. Designated focal points in each branch assigned and trained to deal with UNRWA beneficiaries
- ii. Throughout the year, the following deliverables will be required:
  1. Accounts created, and active ATM cards and leaflets are issued for new beneficiaries and distributed.
  2. ATM cards are issued as replacement for damaged, lost or stolen ones.
  3. Cash-based assistance to be transferred four times (each quarter) to beneficiaries' accounts.
  4. Periodic reports to be delivered to UNRWA as indicated in the previous section. FSP to provide UNRWA with two reports, beyond the crediting, that list all transactions on subaccounts. This includes untouched accounts, which have seen no beneficiary activity for specifiable period of time. Other reports could be requested by UNRWA throughout the project, which the FSP should send within an agreed upon timeframe.



### C. Proposal Contents:

- i. FSP should fill out the following matrix indicating its ability and willingness to implement all specified requirements. For details regarding each of the below points, refer to section A, Outcomes and Performance Standards.

No.	Requirements	Yes	No	Comment
1	Both parties agree that the penalties mentioned in section IV A, outcome and the specified amounts and conditions are fair; FSP accepts it would implement the payment without any objections or further negotiations			
1.1 A	Issue around 7,550 cards and their pins within two calendar weeks from receiving the lists			
1.1 B	Distribute cards and pins to beneficiaries			
1.1 C	Provide a master list for ATM cards (as specified in section IV.a)			
1.2 A	Issue new and replacement cards and their pins within 7 calendar days			
1.2 B	Distribute new and replacement cards and pins to beneficiaries			
1.3	Issue and distribute leaflets with the cards			
1.4	Provide quarterly reports and any other reports on UNRWA's accounts as requested by UNRWA			
1.5	Transfer assistance within two business days of receiving UNRWA's lists and request			
1.6	Follow up and resolve weekly problem lists sent by UNRWA within 5 business days			
2.1	Provide UNRWA beneficiaries with access to facilities and services, including customer care			
2.2	Assign designated focal points at each branch			
2.3	Maintain the confidentiality of beneficiaries' information			
2.4	Activate cards before delivering them to beneficiaries			
2.5	Ensure accurate transactions			
2.6	FSP's ATM cards have 194 national key			
2.7	Have branches in all West Bank governorates			
2.8	Have a reliable electronic system			



2.9	Offer preferential exchange rates to UNRWA			
2.10	Permit UNRWA beneficiaries to conduct partial withdrawals from their accounts			
3.1	Provide 24-hour access to FSP online system for UNRWA			
3.2	Assign a dedicated focal point (and alternate) for the programme			
4.1	Create customized and protected accounts for UNRWA and its beneficiaries			
4.2	Credit ATM cards in accordance to payment files provided by UNRWA			
4.3	Ensure that the number of records and the sum of payment in the payment file match the instructions received from UNRWA			
4.4	Assume responsibility for the security of UNRWA's funds and accounts.			
4.5 A	Issue ATM cards with a validity of 3 years			
4.5 B	Issue ATM cards branded with UNRWA approved design			
X1	Provide Zero Vat invoice			
X2	Accepts UNRWA's General Conditions of Contract (Annex B)			

ii. The proposal should describe services proposed in relation to previous sections of the TOR. Additionally, experience and capacities to provide the services should be detailed and familiarity in dealing with impoverished populations to be demonstrated.

iii. FSP to provide elaborated description on:

- How the company will address the outlined requirements in sections A and B (performance standards and deliverables) of the TOR.
- Control and monitoring report(s) that can be provided with frequency. Account Reconciliation - Describe the account reconciliation services offered by the bank such as monthly account reconciliation reports, bank statements, account analysis statements, confirmations and other report related features.
- The free of charge online system that UNRWA will gain access to for reporting purposes. The system should allow UNRWA to view all the transactions performed on its accounts. Details of information included in the system's reports will be needed in addition to samples of the reports.
- Measures and systems that it has and will obtain/take to protect the security and confidentiality of the UNRWA beneficiaries' data within its electronic and paper systems from unauthorized access and use.

iv. The proposal to include information regarding the following:



- a. Electronic Money Transfers - Describe FSP's incoming and outgoing electronic money transfer services. Include safeguards and security measures offered by your service.
- b. Data Security – Describe any history of data breaches, corrective actions, and action steps for the future prevention of breaches.

When needed, add a separate document for extensive descriptions: attached documents should be named using as title the reference number of the RfP section and question.

- v. The proposal to indicate the geographical coverage across the West Bank and include the following:
  - a. number of ATMs owned and operated
  - b. number of retailers with POS machines that may be accessed via the cards
  - c. number of FSP branches in the West Bank with teller and customer care services\*
  - d. number of tellers in the West Bank
  - e. maximum number of cards that may be issued in respect to one bank account

*\*FSP to include a map indicating existing branches and ATMs' locations.*

- vi. FSP to provide certificates of its functionality under the Palestinian monetary authority with the proposal.

NOTE: no financial information should be included in the Technical Proposal.

## **V. Financial Proposal**

UNRWA is seeking to understand the costs of services requested. UNRWA appreciates that there may be some uncertainty in the volumes and activities involved.

We would therefore request the following submissions.

- Part 1 A fixed fee that would cover the entirety of the services provided for the full year for both years. A simple breakdown to be submitted with the fixed fee.
- Part 2 A flexible fee showing the amounts and assessed volumes of each fee, and the charges that would be applied. Please also specify other charges that could be applicable; this should include costs unlikely to be incurred. Based on the fee values and the estimated volumes for each type of fee, a final lump sum cost should be clear. It is understood that these volumes are indicative and could be subject to change, either less or more.
- Part 3 A fixed fee with a simple break down, similar to Part 1. The bidder will take into consideration the value of the cash balances held in the main account during the quarterly periods; UNRWA will make an initial upfront payment in excess of \$1 Million. The balance will decline as money is transferred to beneficiaries, thus giving the bidder the benefit of the funds during this period.
- Part 4 (optional) an innovative offer relating to UNRWA's wider banking operations. UNRWA recognizes that it has a significant banking activity beyond this contract that could be considered. UNRWA acknowledges that this option would require additional discussions and that it, most probably, cannot be implemented immediately. However, this option could be the basis of discussion during the course of the contract.



The financial proposal should take into consideration ALL costs to be incurred in delivery of the project, including, but not limited to, bank and regulator charges. The proposal may include Brand Fees (support on-going management of payment scheme, infrastructure, and issuance of new and replacement cards); processing fees (transaction fees, authorization/withdrawal costs, clearing and settlement fees) and any other fees and expenses associated with this project. Bidder should note that beneficiaries will not bear any expenses or charges throughout the project, including – but not limited to – replacement cards. Any unavoidable charges on beneficiaries or the main account must be noted at this stage including, but not limited to, teller fees, ATM fees, and other transaction fees. FSP should note that money transfers to beneficiaries usually take place in the middle of the month each quarter.

Finally, the costs should reflect contributions by the bidder (e.g. financial, additional services, discounts, hardware etc.) that will not cost UNRWA and or the project beneficiaries.

**NOTE: COSTS THAT FAIL TO BE INCLUDED IN THE PROPOSAL WILL NOT BE ENTERTAINED AT A LATER STAGE**

## **VI. Contract Duration:**

Initially the duration of the contract will be for two years, renewable upon written consent of both parties. A performance assessment will be conducted annually by UNRWA. Results will be shared with UNGM.



## ACKNOWLEDGMENT LETTER

To: THE UNITED NATIONS RELIEF AND WORKS AGENCY  
FOR PALESTINE REFUGEES IN THE NEAR EAST (UNRWA)  
Attention: Chairperson, Tender Opening Committee  
UNRWA Field Office, West Bank  
Jerusalem, Sheikh Jarrah  
P.O BOX: 19149 Jerusalem

Subject: **RFP NO. CPS/WB/RSSP/0012/0/17**

Dear Sir/Madam,

We, the undersigned, acknowledge receipt of the above-referenced Request for Proposal (RFP) as part of this tendering exercise and hereby confirm that we:

INTEND                       DO NOT INTEND

to submit a proposal to UNRWA by the deadline date of 07 August 2017 at 11:00 a.m.

*Note: In case this sheet is not received back by any of the bidders who have submitted a proposal in response to RFP# CPS/WB/RSSP/0012/0/17 the initial proposal will be considered valid and will be evaluated accordingly.*

We acknowledge that this RFP is confidential and proprietary to UNRWA, and contains privileged information. Upon request, we will return this RFP or any part thereof, and all copies thereof, to UNRWA.

Name & Title of Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name and Address \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

**IMPORTANT:** *In order for your company to remain as a registered vendor, you must return this acknowledgment letter even if you do not intend to submit a proposal at this time.*

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

- We do not have the capacity to submit a proposal at this time  
 We cannot meet the technical requirement for this RFP.  
 We do not think we can make a competitive offer at this time  
 Other:

Kindly return this acknowledgement immediately via: Facsimile No. **[+972 2 5816564]** Or via email: [fplo-wb@unrwa.org](mailto:fplo-wb@unrwa.org). (Please indicate RFP# on subject line.)



**LETTER OF INTRODUCTION**

To: THE UNITED NATIONS RELIEF AND WORKS AGENCY  
FOR PALESTINE REFUGEES IN THE NEAR EAST (UNRWA)  
Attention: Chairperson, Tender Opening Committee  
UNRWA Field Office, West Bank  
Jerusalem, Sheikh Jarrah  
P.O BOX: 19149 Jerusalem

Subject: **RFP NO. CPS/WB/RSSP/0012/0/17**

Ladies/ Gentlemen,

Being duly authorized to represent and act on behalf of [insert name of bidder] (hereinafter “the bidder”), in accordance with the attached power of attorney (or equivalent document), and having reviewed and fully understood the requirements of the RFP, the undersigned hereby offer our best bid for this contract, in accordance with the terms and conditions of the RFP, our bid being valid until [06 November 2017 – please note Section 5 of Annex A to this RFP].

We confirm our understanding and agreement that the terms set forth in this RFP, including the General Conditions of Contract (Annex B to RFP), the Terms of Reference / Project Description of Work/Specifications (Annex C2 to RFP) and any special conditions set forth herein will form part of any contract should UNRWA accept our proposal.

We confirm our understanding, agreement and compliance with all the terms and conditions set forth in the RFP, including without limitation Sections 10, 11, 12, 13 and 14 of the Instructions to Bidders (Annex A to RFP).

UNRWA and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this proposal, and to seek clarification from any authority, bankers and clients regarding any financial and technical aspects of the proposal. This letter of introduction will also serve as an authorization for UNRWA to approach any individual or institution referred to in the supporting information, to provide such information deemed necessary by UNRWA to verify the statements and information provided in this bid, or with regard to our resources, experience and competence.

If awarded the contract, we undertake to provide UNRWA with the performance guarantee in the amount equal to 10% of the total yearly contract value as stipulated under Section 9 of the Instructions to Bidders (Annex A to RFP) and in accordance with the form in Annex H to the RFP.

Name & Title of Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name and Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

**NOTE:** Please attach power of attorney or equivalent document evidencing authority of above signatory to sign the proposal and represent the bidder.



## Annex F

### Evaluation Criteria and Special Instructions For RFP NO. CPS/WB/RSSP/0012/0/17

The purpose of this Annex is to provide Tenderers with an overview of how UNRWA will evaluate their Tender responses. Prospective Contractors should carefully review this Annex and answer each question in their Technical Response by providing proof that they are capable of carrying out all of the requirements. It will be up to the Tenderer to decide how best to provide this proof and to convince UNRWA that they are capable of performing the role in accordance with the Terms of Reference (Annex C2) and any other requirements articulated in this Tender.

### Evaluation Criteria

#### A. Technical Proposal

FSP must be able to:

1. Prove its ability to ensure the security of beneficiaries' accounts and information
2. Provide certificates for its functionality under the PMA

If the bidding FSP is unable to meet one or both requirements, it will be disqualified.

FSPs able to meet the above criteria, the quality of each of their technical offer will be evaluated in accordance with the award criteria and the points detailed below. The award criteria will be examined in accordance with the requirements indicated in the Terms of Reference.

Criteria	Points
I. General and relevant experience of bidder	10
II. Ability to provide services in a timely manner	15
III. Ability to provide high quality services that preserve the rights of UNRWA and its beneficiaries	10
IV. Ability to provide all the information and feedback UNRWA needs to run the programme	10
V. Ability to ensure accuracy of services provided	10
VI. Strength and competence of FSP's systems	20
VII. Geographical distribution coverage list	25
<b>Total Points (St):</b>	<b>100</b>

**Each of the factors above must meet at least 50% of individual allocated scores.**

#### B. Financial Proposal

Upon completion of the technical evaluation, envelopes containing the financial offers for tenders that were not eliminated during the technical evaluation will be opened.

#### C. Final Assessment

The best price-quality ratio is established by weighing technical quality against price on 70/30 basis (Technical criteria (70%) + Financial criteria (30%) = 100 %). The most advantageous offer from a technical and financial aspect will be awarded the contract.



Annex G

**VENDOR PROFILE FORM**

**Section 1: Company Details and General Information**

1. Name of Company:	
2. Street Address:	3. P.O. Box and Mailing Address:
Postal Code:                      City:	
Country:	
4. Tel:	5. Fax:
6. Email:	7. Company Website:
8. Contact Name and Title:	
9. Parent Company (Full legal Name) :	
10. Subsidiaries, Associates and/or Overseas Representative(s) - (attach a List if necessary):	
11. Type of Business (Mark one only):    Corporate/ Limited <input type="checkbox"/> Partnership <input type="checkbox"/> Other (specify): <input type="checkbox"/>	
12. Nature of Business:    Manufacturer <input type="checkbox"/> Authorised Agent <input type="checkbox"/> Trader <input type="checkbox"/> Consulting Company <input type="checkbox"/> Other (specify) <input type="checkbox"/>	
13. Year Established :	
14. Number of Full-time Employees:	
15. Country/State where registered and License no.:	
16. VAT No./Tax I.D.:	
17. Working Languages:                      English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Russian <input type="checkbox"/> Arabic <input type="checkbox"/> Chinese <input type="checkbox"/> Other (specify) <input type="checkbox"/>	



## Section 2: Financial Information

18. Annual Value of Total Sales (or, if not applicable, Revenues) for the last 5 Years:	
Year ____ : USD _____.	
19. Annual Value of Export Sales for the last 5 Years:	
Year ____ : USD _____.	
20. Bank Name:	Swift/BIC Address:
Address:	
21. Bank Account Number:	Account Name:
22. Please provide certified copies of audited financial statements (balance sheet, income statement, cash flow statement and notes to the accounts) for your Company's two most recent fiscal years prepared by an internationally-recognized firm of chartered accountants and, if the latest audited financial statements are more than 12 months old, unaudited financial statements as of the fiscal quarter immediately preceding the date of submission of the proposal.	

## Section 3: Technical Capability and Information on Goods/Services Offered

23. Quality Assurance Certification (e.g. ISO 9000 or equivalent) (Please provide a copy of your latest certificate):	
36. If your Company has a branch, representative office or local agent in the following locations, please provide name of branch, office or agent, complete address, contact person, telephone number, fax number and email address:	
Jordan:	
_____	
Gaza:	
_____	
West	Bank:
_____	
Lebanon:	
_____	
Syria:	
_____	
25. For Goods only, do those offered for supply conform to National/International Quality Standards?	
Yes <input type="checkbox"/> No <input type="checkbox"/>	
26. List below up to fifteen (15) of your core Goods/Services offered:	





### Section 4: Experience

36. Recent contracts with UNRWA:

<u>Destination:</u>	<u>Value:</u>	<u>Year:</u>	<u>Goods/Services Supplied:</u>
USD _____	_____	_____	_____
USD _____	_____	_____	_____
USD _____	_____	_____	_____

36. Recent contracts with other organizations (including other UN Agencies, other International Organizations and private companies):

<u>Organization:</u>	<u>Value:</u>	<u>Year:</u>	<u>Goods/Services Supplied:</u>
<u>Destination:</u>			
_____	USD _____	_____	_____
_____	USD _____	_____	_____
_____	USD _____	_____	_____

36. To which countries has your company exported goods and/or in which countries has your company provided services or implemented projects over the last 5 years?

### Section 5: Other

34. Please list and describe any dispute your Company has been involved in with any client, UN agency or International Organization in the last 5 years:

35. List any National or International Trade or Professional Organizations of which your Company is a Member.

36. Certification: I, the undersigned, hereby warrant that the information provided in this form is true and correct, and in the event of changes details will be provided as soon as possible:

Name: \_\_\_\_\_ Functional Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## PERFORMANCE BOND FORM

To whom it may concern,

We understand that [*insert name of Bidder*] (the “Supplier”) has entered into a contract with the United Nations Relief and Works Agency for Palestine Refugees in the Near East (“UNRWA”), an international organization with UNRWA Field Office , West Bank, dated the ..... day of ....., 2017 for the [Cash transfer service to the beneficiaries of the Social Safety Net Programme” for UNRWA West Bank ], said Contract being by reference made part hereof and hereinafter referred to as the “Contract”.

NOW, THEREFORE, for valuable consideration, the receipt whereof we hereby acknowledge, we, [*insert name of surety*], a corporation organized under the laws of ..... and duly organized to transact business in ..... (hereinafter called the “Surety”), hereby irrevocably undertake to promptly pay to you on demand, without any objection, opposition or recourse, whenever Supplier shall be declared by UNRWA to be in default under the Contract, the amount required by UNRWA to remedy the default and complete the Contract in accordance with its terms and conditions, such amount not to exceed United States Dollars .....).

The condition of this obligation is such that if UNRWA shall notify the Surety in writing that the Supplier has promptly and faithfully performed the said Contract (including any amendment thereto) then this obligation shall be null and void, otherwise it shall remain in full force and effect until UNRWA shall by written instrument declare the obligation discharged, except that the obligation shall continue for at least 90 days following termination of the Contract.

This Bond shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than UNRWA and its successors.

Nothing herein or related hereto shall be deemed a waiver or an agreement to waive any of the privileges or immunities of UNRWA.

Signed on [*insert date*]  
on behalf of [*insert name of Surety*]  
by [*insert name of authorized signatory*]  
in the capacity of [*insert title of signatory*]  
in the presence of



## INFORMATION TO UNRWA VENDORS



United Nations Global Compact

### THE GLOBAL COMPACT

#### Corporate Citizenship in the World Economy

UNRWA strongly encourages all vendors to actively participate in the Global Compact. The Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization.

### EXPRESSIONS OF SUPPORT

To participate in the Global Compact a company:

1. Sends a letter from the Chief Executive Officer (and where possible, endorsed by the board) to the Secretary-General expressing support for the Global Compact and its principles:

Secretary-General  
United Nations  
New York, NY 10017

2. Sets in motion changes to business operations so that the Global Compact and its principles become part of strategy, culture and day-to-day operations;

3. Is expected to publicly advocate the Global Compact and its principles via communications vehicles such as press releases, speeches etc.; and

4. Is expected to publish in its annual report (or similar corporate report) a description of the ways in which it is supporting the Global Compact and its ten principles. This "Communication on Progress" is an important tool to demonstrate implementation through public accountability.

The Global Compact offers engagement opportunities to all participants through the following:

- Dialogues: Action-oriented meetings that focus on specific issues related to corporate citizenship, globalization and sustainable development.
- Information Sharing and Learning Events: Local information sharing and learning events whereby participants share experiences and lessons related to Global Compact issues.



Companies are also invited to develop and share examples of good corporate practices and lessons learned on the Global Compact website.

- Partnership Projects: The Global Compact encourages participants to engage in partnership projects with UN agencies and civil society organizations in support of global development goals.

## **THE PRINCIPLES OF THE GLOBAL COMPACT**

At the World Economic Forum, Davos, on 31 January 1999, then UN Secretary-General Kofi A. Annan challenged world business leaders to "embrace and enact" the Global Compact, both in their individual corporate practices and by supporting appropriate public policies. The Global Compact's operational phase was launched at UN Headquarters in New York on 26 July 2000. During the first Global Compact Leaders Summit, held on 24 June 2004 at UN Headquarters in New York, the Secretary-General announced the addition of a tenth principle against corruption.

### **Human Rights**

- Principle 1: The support and respect of the protection of international human rights;
- Principle 2: The refusal to participate or condone human rights abuses.

### **Labour**

- Principle 3: The support of freedom of association and the recognition of the right to collective bargaining;
- Principle 4: The abolition of compulsory labour;
- Principle 5: The abolition of child labour;
- Principle 6: The elimination of discrimination in employment and occupation.

### **Environment**

- Principle 7: The implementation of a precautionary and effective program to environmental issues;
- Principle 8: Initiatives that demonstrate environmental responsibility;
- Principle 9: The promotion of the diffusion of environmentally friendly technologies.

### **Anti-Corruption**

- Principle 10: The promotion and adoption of initiatives to counter all forms of corruption, including extortion and bribery.

Vendors interested in participating in the Global Compact are encouraged to visit the Global Compact website at [www.unglobalcompact.org](http://www.unglobalcompact.org) for further information.



## UNITED NATIONS SUPPLIER CODE OF CONDUCT

**UN Charter:** The values enshrined in the United Nations (UN) Charter, *respect for fundamental human rights, social justice and human dignity, and respect for the equal rights of men and women*, serve as the overarching goals that suppliers to the UN are expected to achieve.

**Global Compact:** At the World Economic Forum, Davos, on 31 January 1999, the UN Secretary-General challenged world business leaders to "embrace and enact" the Global Compact, both in their individual corporate practices and by supporting appropriate public policies. The Global Compact's operational phase was launched at UN Headquarters in New York on 26 July 2000. During the first Global Compact Leaders Summit, held on 24 June 2004 at UN Headquarters in New York, the Secretary-General announced the addition of a tenth principle against corruption. The Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization. The United Nations strongly encourages all suppliers to actively participate in the Global Compact. And to that end, this Code has been developed with recognition of the importance of the ten principles of the UN Global Compact, and is viewed as an important means of integrating the Compact's principles into the operations of the UN. The Code addresses the issues included in the Compact in the areas of human rights, labour, environment and anti-corruption and interpretation of the Code should be undertaken in a manner consistent with the Global Compact. Suppliers interested in supporting the Global Compact and for more information on the ten principles, can visit the Global Compact website at [www.unglobalcompact.org](http://www.unglobalcompact.org).

**International Labor Organization (ILO) Core Labor Conventions:** The Labour Conventions as established by the tripartite UN affiliated agency, the ILO, have served as the foundation on which much of this Code of Conduct is based. It is the UN's expectation that any supplier providing products or services to the UN, will adhere to the spirit of its Charter, and the core principles of the ILO Conventions. The full text of the ILO Conventions can be accessed by accessing the ILO electronic database.<sup>2</sup>

**Continuous Improvement:** The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to the UN. It is the expectation of the UN that suppliers adhere to all laws, rules and regulations, and strive to exceed both international and industry best practices. The UN recognizes that reaching the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions.

**Monitoring and Evaluation:** The UN may conduct on-site evaluations and inspections of its supplier's facilities and those of their subcontractors to review their progress towards these principles. It is the expectation of the UN that suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. The UN may monitor that milestones have been set and management systems have been put in place to ensure that the principles set out in this Code of Conduct have been met and failure to do so may impact

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<sup>2</sup> [www.ilo.org/ilolex/english/convdisp2.htm](http://www.ilo.org/ilolex/english/convdisp2.htm).



the future ability of a supplier to do business with the UN. Notwithstanding the aspirational character of the principles contained in this Code of Conduct, UN Suppliers must understand that if they are awarded a contract with the United Nations, the United Nations General Conditions of Contract are an essential part of UN contracts and, therefore, legally enforceable against UN contractors.

**1. Supplier Relationships:** The provisions of this Code of Conduct set forth the expectations of all suppliers with whom the UN does business. The UN expects that these principles apply to suppliers, parent entities and subsidiary or affiliate entities, as well as all others with whom they do business including employees, subcontractors and other third-parties. The UN expects that suppliers ensure that this Code of Conduct is communicated to the employees and subcontractors of all suppliers, and that it is done in the local language and in a manner that is understood by all.

**2. Promoting the Principles of this Code of Conduct:** The UN expects that its suppliers will establish and maintain appropriate management systems whose scope is related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. All principles contained in this Code of Conduct are of equal importance independently of their order of appearance. Supplier participants in the Global Compact are strongly encouraged to operationalize its principles and to annually communicate their progress to stakeholders.

**3. Subcontracting:** The UN expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct or equivalent set of principles.

#### **Labour:**

**4. Freedom of Association and Collective Bargaining:** The UN expects its suppliers to recognize and respect the rights of employees to freely associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed, as well as core ILO conventions *Freedom of Association and Protection of the Right to Organise Convention, (C 87, 1948)* and *Right to Organise and Collective Bargaining Convention, (C.98-1949)*. The UN recognizes the importance of open communication and direct engagement between workers and management and suppliers are to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.

**5. Forced Labor:** The UN expects its suppliers to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with ILO conventions pertaining to forced labor: *Forced Labour Convention, (c.29-1930)* and *Abolition of Forced Labour Convention, (C.105-1957)*. All work, including overtime work, will be voluntary and workers should be free to leave upon reasonable notice. Suppliers should also not mandate that workers hand over government-issued identification; passports or work permits as a condition of employment.

**6. Child Labor:** The UN expects its suppliers, at a minimum, not to engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, *the ILO*



*Minimum Age Convention (C.138-1973) or the Prohibition and Immediate Elimination of the Worst Forms of Child Labor Convention (C. 182-1999).* The minimum admission to employment or work shall not be less than the age of completion of compulsory schooling, normally not less than 15 years or 14 where the local law of the country permits, deferring to the greatest age. Additionally, all young workers must be protected from performing any work that is likely to be hazardous or to interfere with the child's education or that may be harmful to the child's health, physical, mental, social, spiritual or moral development. All suppliers should also adhere to legitimate workplace apprenticeship programs and comply with all laws and regulations governing child labor and apprenticeship programs.

**7. Discrimination:** The UN does not tolerate any form of discrimination in hiring and employment practices on the ground or race, color, religion, gender, sexual orientation, age, physical ability, health condition, political opinion, nationality, social or ethnic origin, union membership or marital status. Consistent with the principles espoused in ILO Conventions on Discrimination (Discrimination (Employment and Occupation) Convention, C.111-1958) and Equal Remuneration (Equal Remuneration Convention, C. 100-1951), the UN also discourages discrimination regarding access to training, promotion, and rewards.

**8. Working Hours:** The UN expects its suppliers to comply with all applicable working hour requirements as established by local law, and should never exceed 60 hours per week, including overtime, except in emergency or unusual situations. Suppliers must ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. Suppliers are encouraged to ensure that workers are provided with one day off in every seven-day week.

**9. Compensation:** The UN expects its suppliers to comply, at a minimum, with all wage and hour laws and regulations, including those pertaining to minimum wages, overtime wages, piece rates, other elements of compensation and to provide legally mandated benefits

### **Human Rights:**

**10. Human Rights:** The UN expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

**11. Harassment, Harsh or Inhumane Treatment:** The UN expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

**12. Health and Safety:** The UN expects its suppliers to follow all relevant legislation, regulations and directives in country in which they operate to ensure a safe and healthy workplace or any other location where production or work is undertaken. At a minimum, suppliers should strive to implement recognized management systems and guidelines such as the *ILO Guidelines on Occupational Safety and Health (ILO-OSH-2001)* which can be found at ILO's website<sup>3</sup> and ensure at a minimum, reasonable access to potable water and sanitary

<sup>3</sup> [www.ilo.org/public/english/protection/safework/managmnt/guide.htm](http://www.ilo.org/public/english/protection/safework/managmnt/guide.htm).



facilities; fire safety; emergency preparedness and response; industrial hygiene; adequate lighting and ventilation; occupational injury and illness and machine safeguarding. Suppliers will also ensure these same standards apply to any dormitory or canteen facilities.

**13. Mines:** We expect UN suppliers to strive not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

#### **Environment:**

**14. Environmental:** The UN expects its suppliers to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

**15. Chemical and Hazardous Materials:** Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

**16. Wastewater and Solid Waste:** Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

**17. Air Emissions:** Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.

**18. Minimize Waste, Maximize Recycling:** Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

#### **Bribery & Corruption:**

**19. Corruption:** The UN expects UN suppliers to adhere to the highest standard of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery, at a minimum.

**20. Conflict of Interest:** UN suppliers are expected to disclose to the UN any situation that may appear as a conflict of interest, and disclose to the UN if any UN official or professional under contract with the UN may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

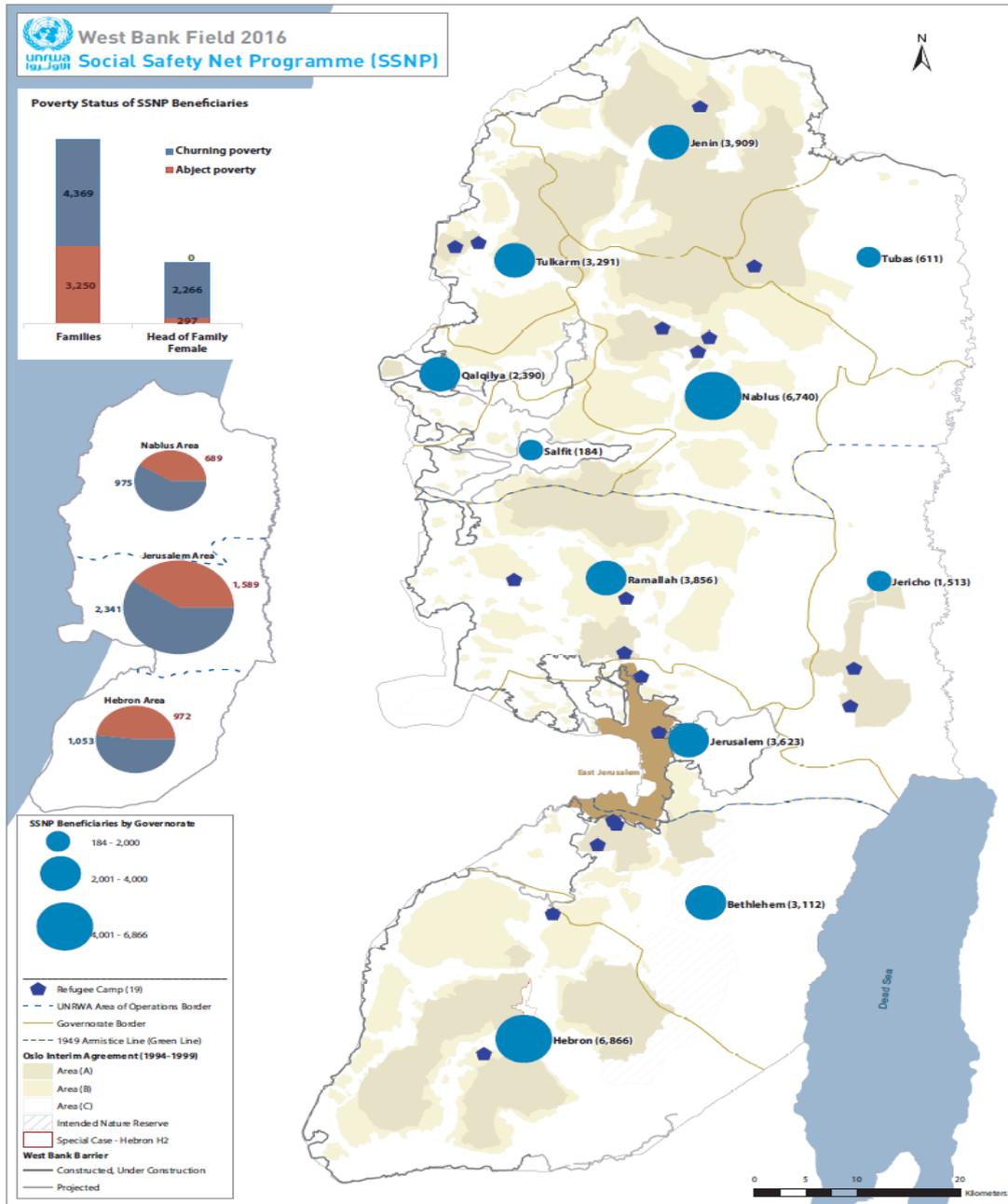


**21. Gifts and Hospitality:** The UN has a “zero tolerance” policy and does not accept any type of gift or any offer of hospitality beyond that of a representational nature. The UN will not accept any recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners. The UN expects UN suppliers not to offer any benefit such as free goods or services or a work position or sales opportunity to a UN staff member or a former UN staff member in order to facilitate the suppliers business with the UN.

**We encourage UN suppliers to communicate to us any actions taken to improve its business practices and to send us suggestions about how can the UN best contribute to the implementation of the principles set out in this Code of Conduct.**

**Contacts:** Any questions related to this Code of Conduct can be addressed to the Chief, Procurement & Logistics Division at [cpld@unrwa.org](mailto:cpld@unrwa.org).

# Social Safety Net Programme – Geographic Distribution of Beneficiaries



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