

Invitation to Bid (ITB)

**For HIRING MONEY TRANSFER COMPANY DISTRIBUTION OF CASH ASSISTANCE
BY CASH OVER THE COUNTER (COC) MODALITY TO PALESTINE REFUGEES IN
SYRIA**

Country: Syria

ITB Number: ITB-PLD-Serv-039-2021

***Subject: HIRING MONEY TRANSFER COMPANY DISTRIBUTION OF
CASH ASSISTANCE BY CASH OVER THE COUNTER (COC) MODALITY
TO PALESTINE REFUGEES IN SYRIA***

Date of Issuance: 22-July-2020

To :

Subject : Invitation to Bid for HIRING MONEY TRANSFER COMPANY DISTRIBUTION OF CASH ASSISTANCE BY CASH OVER THE COUNTER (COC) MODALITY TO PALESTINE REFUGEES IN SYRIA

Reference : ITB Number: ITB-PLD-Serv-039-2021

UNRWA : UNRWA (The United Nations Relief and Works Agency for Palestine Refugees in the Near East) was created on 8 December 1949 upon the adoption by the United Nations General Assembly of resolution No. 302 (IV)

UNRWA is the main provider of basic services – education, health, relief and social services to 4.7 million registered Palestine refugees in Jordan, Lebanon, Syria and the occupied Palestinian territory.

Further information can be found at UNRWA's web site at:
<http://www.unrwa.org/>

1. The United Nations Relief and Works Agency (UNRWA) intend to acquire services from authorized customs clearing agents and transporters who are able to perform the customs clearance & freight/transportation services for the Agency's imports from those ports of entry detailed above.
2. UNRWA now invites bids from eligible and qualified bidders for provide Customs Clearance & Freight Services of UNRWA's Shipments into the Syrian Arab Republic as described in the technical specification of this ITB.
3. Bidding will be conducted through two-envelope system, i.e. the financial and the technical components of a bid are separated into two documents in accordance with UNRWA Procurement Manual, and the financial offer envelop will be opened only for technically eligible bidders as defined in this ITB.

4. Purpose of this ITB: Based on the results of this solicitation exercise, UNRWA intends to have a contract in the form of services contract with the successful bidder for provide Customs Clearance & Freight Services of UNRWA's Shipments into the Syrian Arab Republic to support of UNRWA's operation in Syria.
5. Interested eligible bidders may obtain further info by writing an email at FPLOSyr@UNRWA.ORG.
6. Qualifications requirements are specified in the ITB.
7. Bids must be delivered as specified in the Bid Form of this ITB (please read carefully). Late bids will be rejected.
8. Please acknowledge receipt of this ITB by returning Acknowledgment (Annex-I) duly filled in and faxed to UNRWA at **Fax No. +963-11-6116581** or e-mail FPLOSyr@UNRWA.ORG, indicating whether or not you intend to submit a bid. If you are declining to bid, please state the reasons on the form in order for UNRWA to improve its effectiveness in future invitations. Communications to and from vendors is an important means of managing the UNRWA supplier database. Vendors are encouraged to respond to ITBs even if they do not intend to bid to ensure that they can be included in future solicitations.
9. The Bid Form (Annex E) is to be used to submit price(s) for the item(s) mentioned in this ITB financial offer template, and to be sent to UNRWA in accordance with "Section 1 of the ITB Instructions (Annex- A)" together with the tender and contract award acknowledgement certificate (Annex- H) duly signed and stamped by the vendor/company before the closure date and time of the ITB, i.e. **10th of August, 2021, at 12:00 Hours**, Syria, Damascus Local time.
10. If you are not registered yet with UNRWA as an approved UNRWA supplier, you are requested to register electronically via <https://www.unrwa.org/procurement/suppliers/registration-form> as Attached in **(Annex-J)**, and enclose in your bid the following documents:
 - Certified Chamber of Commerce and/or Chamber of Industry Certificate/s.
 - Bank references.
 - Latest catalogues/brochures as well as a generic list of goods/equipment you manufacture/supply (please disregard, if latest catalogue has already been sent).
 - List of major clients.
 - A copy of the most recent audited account report or the annual financial statement for the last two years.

Suppliers are requested to enclose the documents requested above in a separate sealed envelope marked **"Tender # ITB-PLD-Serv-039-2021 HIRING MONEY TRANSFER COMPANY DISTRIBUTION OF CASH ASSISTANCE BY CASH OVER THE COUNTER (COC) MODALITY TO PALESTINE REFUGEES IN SYRIA / Supplier Registration Form"** and submit along with their bid offer.

Those suppliers who are registered with UNRWA but whose contact details, company name, product range, field of specialisation etc. have changed are requested to follow the same procedure as applicable for non-registered suppliers both on-line and in form of paper copies as described hereunder to update UNRWA accordingly.

Envelopes must be received before the indicated time and date of the tender closure at the specified mailing address in the tender instructions.



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

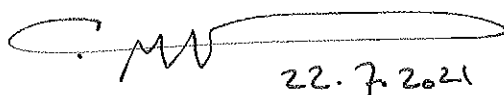
ITB-PLD-Serv-039-2021
**HIRING MONEY TRANSFER COMPANY DISTRIBUTION
OF CASH ASSISTANCE BY CASH OVER THE COUNTER
(COC) MODALITY TO PALESTINE REFUGEES IN SYRIA**
Field Procurement & Logistic office
Syria Field Office, SAR

11. Required minimum duration of offer validity is of **90 Days** after the ITB closure date.
12. UNRWA measures supplier performance based on meeting delivery in full, on time, and within specifications [i.e. *Term of Reference* of this ITB]. Failure to meet those supplier performance measures may result in the supplier being disapproved.
13. **QUERIES ABOUT THIS ITB**
For queries on this ITB, please contact the Field procurement & logistic office, SAR-Field in writing at Facsimile No. **+963 11 6116581** or via email at **FPLOSyr@UNRWA.ORG** on the subject line, please indicate the ITB number.
14. ITB closure date is on 10th of August, 2021 at 12:00 hrs. Syria, Damascus-local time
15. This Invitation to Bid (ITB) consists of this document and the following annexes:

Annex-A	: Instructions for Invitation to Bid
Annex-B	: Term of Reference
Annex-C	: Sample Work Plan
Annex-D	: Evaluation Criteria / Technical Evaluation
Annex-E	: Bid Form
Annex-F	: Special Conditions of Contract
Annex-G	: General Conditions of Contract
Annex-H	: Tender and Contract Award Acknowledgement Certificate
Annex-I	: Acknowledgement
Annex-J	: Vendor Profile Form
Annex-K	: Business Information Template
Annex-L	: Registration on UNGM
Annex-M	: Performance Bond Form
Annex-N	: ITB Envelope Cover Label.
Annex-O	: Technical Offer Cover Label.
Annex-P	: Financial Offer Cover Label.

We look forward to receiving your bid.

Sincerely,



22. 7. 2021

Mohammad Al-lahham
OIC,PLD
UNRWA, Syria Field Office, Damascus, Syria



Annex-A

Instructions for Invitation to Bid

The UNITED NATIONS RELIEF AND WORKS AGENCY FOR PALESTINE REFUGEES IN THE NEAR EAST (UNRWA) will receive and consider Bids in response to official Invitations to Bid **subject to the conditions detailed hereunder.**

1. SUBMISSION OF BID

Bids must be submitted on the attached Bid Form and sent as follows.

All bids must mark "**CONFIDENTIAL ITB No. ITB-PLD-Serv-039-2021 HIRING MONEY TRANSFER COMPANY DISTRIBUTION OF CASH ASSISTANCE BY CASH OVER THE COUNTER (COC) MODALITY TO PALESTINE REFUGEES IN SYRIA**" and the bidder's address on the top of envelop(s). If bids are submitted electronically using secured email address or secured Fax number, "**CONFIDENTIAL ITB No. ITB-PLD-Serv-039-2021 HIRING MONEY TRANSFER COMPANY DISTRIBUTION OF CASH ASSISTANCE BY CASH OVER THE COUNTER (COC) MODALITY TO PALESTINE REFUGEES IN SYRIA**" should be mentioned in the subject line of email/Fax message.

(a) Submission by Mail, Courier or Hand

Following address is to be used to submit the bid document by mail, courier or hand.

**U.N.R.W.A
United Nations Relief & Works Agency
(Attn. Bid Receipt Officer)
Field Procurement and Logistics Office
(end of Mezzeh Autostrad/ Beirut Road Intersection)
Opposite Old Airport
P.O. Box # 4313
Damascus, SYRIA
Tel: 00963-11-6133035**

(b) Submission by Email or FAX

Apart from the Bid Security which shall be submitted in original (unless not required in accordance with this ITB), Bidders' bid may be submitted electronically through email. A bid sent by email or fax may only be sent to the secure bid email address: **SAR-PROCUREMENT@UNRWA.ORG** or to the secure bid fax number: **+963 11 6116581** and must indicate the ITB reference number in the subject. That fax number and email address should not be used for queries concerning this ITB. For queries, please see Section 17 below.

Bids sent or copied to any other email address or fax number will be declared invalid. Bids sent via the correct route after having been sent incorrectly will be declared invalid. Size of individual e-mails, including e-mail text and attachments, must not exceed **7 MB**. An auto reply message acknowledging receipt of email will be sent to Bidders submitting their bid by email. In order to avoid last minute line congestion, please note the following:

- **Send your Bid as early as possible before the deadline.**
- **Send only the duly completed Bidding Documents to the secure email address (or secure bid fax).**
- **Do not send other large documents by email or fax such as commercial brochures as these documents should accompany the original hard copy of your Bid, which should be received within five (5) business days from the Bid Receipt deadline.**

- If the size of the email is likely to exceed 7 MB, please send the required Bidding Documents via multiple emails and indicate the email number (email 1, email 2, etc.) in the subject field of each email.

NOTE: WHILE SUBMITTING THE BIDS ELECTRONICALLY, PLEASE DO NOT COPY THE EMAIL TO ANY OTHER EMAIL ADDRESS. YOU WILL RECEIVE AN AUTO REPLY CONFIRMING YOU RECEIPT OF THE BIDS SUBMITTED ELECTRONICALLY.

(c) Closing Date and Time

10-August-2021, at 12:00 Hours Syria, Damascus Local time
(Ref: www.timeanddate.com/worldclock).

(d) Timing and Delivery of Bids

- Bids must be received before the indicated time and date of tender closure as set forth above.
- Bids submitted by mail, courier or hand must be in a sealed envelope/package.
- Bidders are solely responsible for ensuring that the full bid is received by UNRWA in accordance with tender requirements, prior to the specified date and time specified in the tender.
- Bidders understand and agree that UNRWA will consider only those portions of the bid received prior to the closing time specified and page or pages received after that time will not be considered.
- Bidders understand and agree that the submission of bid by fax or email and the safe receipt of the bid at the specified fax number or email address is at the bidder's own risk. Any page(s) received which are illegible will not be considered.

(e) Documents

The full solicitation documents must be submitted with the bid.

(f) Price

Bidders are requested to quote the price for the quantity / deliverables mentioned in the Bid Form, discounts applicable, or payment within a specified period of time (i.e. earlier than our standard UNRWA payment terms of 45 days net after receipt of complete shipping / deliverables documentation as specified in the orders). Any other discount must be clearly stated in the bid form. It is to be noted that discounts will **NOT** be taken into consideration during the evaluation stage.

(g) Currency

The currency of the quotation is in **Syrian pounds**. However, if other currencies are used, they should be clearly indicated, which will be converted by UNRWA in USD at prevailing UN rates for evaluation of bids, and service provider can submit his offer according to the following method :

- Pricing in SYP payment in SYP

(h) Packing

Bidder's attention is invited to the General Conditions of Contract [Annex- G].

(i) Presentation

Information filled in the bid documents should be typewritten. If handwritten they should be clearly legible. **Prices entered in lead pencil will not be considered.** All erasures, amendments, or alterations must be initialled by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules which are unnecessary for your offer. A completed duplicate of the Bid Form should be retained by the bidder for records purposes. All documentation must be written in English. All bids must be signed by a duly authorized representative of the Bidder.

(j) Shipment and delivery

All goods / deliverables shall be delivered or shipped, as the case may be, at the vendor's risk, unless; otherwise provided in the contract, to the place or places and within the time limits specified in the contract.

2. DELIVERIES

- Deliveries shall be made as per instructions in UNRWA's Terms of Reference, as issued in accordance with the provisions of the offer(s). Bidders shall indicate the guaranteed minimum lead time for delivery for each deliverable offered (subject to quantities / deliverables), defined as time from receipt of shipment and including the, issuance of the import documentation and the projected period for transport up to and handover to the designated Freighter (by the supplier) at the airport/seaport of import.
- Bidders are requested to note that UNRWA will monitor and measure the performance of the successful bidder, in comparison with guaranteed minimum lead times indicated in their bid. Accordingly, it is imperative that bidders' state realistic guaranteed minimum lead times.
- Delays might result in the implementation of the LIQUIDATED DAMAGES (Ref. UNRWA's General Conditions for Services and Special Conditions of Contract).

3. VALIDITY PERIOD

Bids shall be valid for at least the minimum number of days specified in the Invitation to bid from the date of Bid closure. In the event that a vendor is in a position to extend the validity of his offer for a limited period beyond the required minimum, this should be stated on the Bid Form in the space provided for this information. UNRWA reserves the right to determine, at its sole discretion, the validity period in respect of Bids which do not specify any such maximum or minimum limitation. In exceptional circumstances, prior to the expiration of the bid validity period, UNRWA may request bidders to extend the period of validity of their bid. The request and the Responses shall be made in writing. If a bid security is requested accordingly it shall be extended for a corresponding period.



4. ACCEPTANCE

UNRWA reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is: (a) not clear; (b) incomplete in any material detail such as terms, delivery, quantity, ToR, etc.; or (c) not presented on the Bid Form - and to accept or reject any amendments, withdrawals and/or supplementary information submitted after the time and date of Tender Closure.

5. AWARD OF CONTRACTS

- (a) This ITB does not commit UNRWA to award a contract or to pay any costs incurred in the preparation or submission of bids, or Costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid 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.
- (b) UNRWA may award contracts for part quantities or individual items. UNRWA will notify successful bidders of its decision with respect to their bids as soon as possible after the bids are opened. UNRWA reserves the right to cancel any Invitation to Bid, to reject any or all bids in whole or in part, and to award any contract without disclosing the reason or reasons.
- (c) Vendors who do not comply with the contractual terms and general conditions including delivering different products and products of different origin than stipulated in their offer may be excluded from future Tenders.
- (d) Before the award of Contract, UNRWA may inspect the facilities of the lowest evaluated responsive Bidder to assess his capability to successfully perform the Contract as per the terms and conditions specified in the ITB.
- (e) The maximum percentage by which quantities/deliverables may be increased is: 20%
- (f) The successful Bidder shall sign, date and return the Contract to UNRWA within three (3) business days.

6. PAYMENT

Unless otherwise stated, payments are to be made as per the Bid Form unless advised otherwise elsewhere. However, UNRWA may withhold payment in cases where the deliverables received are not in conformity with UNRWA's Term of Reference due to the vendor's default. UNRWA may also withhold payment in cases where the deliverables process of UNRWA is not finalized within the 45 days as referred to above.

7. CONFIDENTIALITY

This ITB or any part hereof, and all copies hereof must be returned to UNRWA upon request. It is understood that this ITB 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 ITB, bidders will be bound by the contents of this paragraph whether or not their company submits a bid or responds in any other way to this ITB.

8. 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 bids,
- The clarification of bids,
- The conduct and content of negotiations, including final contract negotiations,

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 bid 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 bids, whether in respect of this ITB or procurement process, or any other procurement process being conducted by UNRWA in respect of any of its requirements.

9. IMPROPER ASSISTANCE

Bids 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 bid, 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 bid or the procurement process, if the person:

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

10. CORRUPT PRACTICES

It is UNRWA Policy to require that bidders. Vendors and contractors and their subcontractors under UNRWA contracts, All UNRWA vendors shall adhere to the highest ethical standards, both during the

procurement process and throughout the performance of a contract. in pursuance of this policy UNRWA defines for the purposes of this provision the terms set forth below:

- a. **Bribery:** is the act of unduly offering, giving, receiving or soliciting anything of value to influence the procurement process.
- b. **Extortion:** is the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threats of injury to person, property or reputation.
- c. **Fraud:** is the misrepresentation of information or facts for the purpose of influencing the procurement process.
- d. **Collusion:** is an agreement among bidders to submit bids at artificially-high prices that are not truly competitive.

11. 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.

12. WITHDRAWAL/MODIFICATION OF BIDS

Requests to withdraw a bid shall not be honoured. If the selected vendor withdraws its bid, UNRWA shall duly register said bid and shall evaluate it alongside all other received bids. If the selected vendor has furnished a bid security/bond, UNRWA shall withhold such bid security/bond until the issue has been resolved.

Withdrawal of a bid may result in your suspension or removal from the UNRWA vendors' list.

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

13. AMENDMENT OF BIDDING DOCUMENTS:

- At any time prior to the deadline for submission of bids, UNRWA may amend the Bidding Documents by issuing amendment.
- Any amendment issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from UNRWA.
- To give prospective bidders reasonable time in which to take an amendment into account in preparing their bids, UNRWA may, at its discretion, extend the deadline for the submission of bids.

14. LATE BIDS



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

ITB-PLD-Serv-039-2021
**HIRING MONEY TRANSFER COMPANY DISTRIBUTION
OF CASH ASSISTANCE BY CASH OVER THE COUNTER
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Field Procurement & Logistic office
Syria Field Office, SAR

All bids received after the tender closure will be rejected except if the delay is determined by UNRWA to have been due to a valid ground. However, any bid received after the start of the bid opening shall be rejected without exception.

15. ELIGIBILITY OF BIDDERS

Bidders shall not be eligible to submit a bid when at the time of bid submission:

- Vendors are already suspended by UNRWA; or
- Vendor's names are mentioned in the UN 1267 Terrorist list issued by the Security Council resolution 1267 which establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban; or
- Vendors are suspended by the UN Procurement Division (UNPD); or
- Vendors have been declared ineligible by the World Bank (see <http://www.worldbank.org/debarr>).

16. GLOBAL COMPACT/UN VENDOR CODE OF CONDUCT

UNRWA encourages all vendors to UNRWA to participate in the Global Compact and to adhere to the United Nations Vendor Code of Conduct.

17. GENERAL CONDITIONS OF CONTRACT

All Bidders must acknowledge that the UNRWA General Conditions of Contract (**Annex- G**) are acceptable.

18. QUERIES ABOUT THIS ITB

For queries on this ITB, please contact the OiC/ Head, Field Procurement and Logistics Office in writing at Facsimile No. **+963 11 6116581** or via email at **FPLOSyr@UNRWA.ORG** on the subject line, please indicate the ITB number. Bids **must NOT** be sent to above email address.

Sincerely,

22.7.2021

Mohammad Al-lahham

OiC,PLD

UNRWA, Syria Field Office, Damascus, Syria



TERMS OF REFERENCE
HIRING MONEY TRANSFER COMPANY
FOR
DISTRIBUTION OF CASH ASSISTANCE BY CASH OVER THE COUNTER (COC) MODALITY TO
PALESTINE REFUGEES IN SYRIA

1. Background

The United Nations General Assembly adopted resolution No. 302 (IV) on 8 December 1949 creating the United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA) in response to the plight of nearly three quarters of a million Palestinians who became refugees in the aftermath of the 1948 Arab-Israeli war.

UNRWA provides basic education, health services, relief and social services and microfinance and microenterprise services and carries out infrastructure and camp improvement projects for more than [5] million Palestine refugees in Jordan, Syria, Lebanon, the West Bank, including East Jerusalem, and Gaza Strip.

Following the crisis in Syria UNRWA Syria Field Office (SFO) started to provide humanitarian support to Palestine Refugees. The package of humanitarian support includes Food and Non-Food items and cash assistance. UNRWA SFO started its operation of cash distribution in 2012. Currently, UNRWA provides cash assistance to the Palestine refugees (PRS) in the Governorates of Damascus, Homs, Hama, Latakia, Tartous Aleppo, Hasakeh and Dara'a.

The geographical distribution of Palestine Refugees in Syria is as follows:

Area	City/District	Families	Persons
Damascus	Damascus and Rural Damascus	103,897	324,429
South	Daraa	8,547	30,466
	Sweidah	319	1,018
Central	Homs	4,471	13,317
	Hama	2,678	8,495
	Lattakia	3,995	11,668
	Tartous	649	1,888
North	Aleppo	7,701	26,072
	Qamishli	203	647
Total		132,460	418,000

2. UNRWA's current cash based operation in Syria

The cash assistance programme is the most critical form of UNRWA emergency support to PRS in Syria, helping them to meet part of their humanitarian needs. Cash subsidies are distributed to approx. 132,460 PRS families (418,000 individuals) living in Syria. Currently, UNRWA has three external partners (two Banks and one Money Transfer Company) to distribute the cash assistance to PRS. The head of family or any adult member of the family

presents himself/herself to any partner's outlet to collect their entitlement. UNRWA's cash assistance is packaged in rounds, where three or four cash distribution rounds, depending on available funding, are executed per year. The total USD value of one cash round is currently approx. USD 14 million to USD 18 million.

3. Objective

The objective of these terms of reference and the assignment contained herein is to hire one or more Money Transfer Companies for the cash assistance project to reduce the distribution period. Having more than one contractor will also create competition among them, which will improve the performance of the service for the beneficiaries.

UNRWA is seeking the services of a Money Transfer Company legally registered in Syria, which:

- i. has the ability to start distributing cash assistance as soon as possible;
- ii. on a quarterly basis, starting from September 2021 and onwards, distributes the cash assistance with an amount as instructed by UNRWA;
- iii. provides the service to deliver the cash assistance through its network of branches across Syria;
- iv. provides UNRWA with all documents related to cash delivered periodically based on hard copy and soft copy at the end of each round with the ability to provide them with any other related documents upon request;
- v. has sufficient capacity to distribute cash assistance to the beneficiaries and has branches spread in the governorates covering all areas of UNRWA's work.

UNRWA expects to conclude an agreement with one or more money transfer companies for the provision of cash assistance services for the PRs in Syria. The agreement will have a duration of one year with the possibility of extension for additional years.

UNRWA may also enter into agreement with other money transfer companies or banks to secure an expansion of the cash assistance intervention, the agreement between UNRWA and the money transfer company will be non-exclusive.

4. Specific Purpose

UNRWA is seeking to hire a Money Transfer Company (the contractor) legally registered in Syria to deliver the humanitarian cash assistance to Palestine Refugees in Syria.

5. Specific features and requirements for the distribution of cash assistance

- I. The cash assistance is delivered to the head of the family or one of the family members that is identified for the contractor by the Emergency Operations Support Team (EOST)
- II. The cash assistance is delivered according to the identification documents approved in Syria to the beneficiaries along with the family card issued by UNRWA.
- III. The contractor's system has the ability to immediately stop and reserve specific transfers when expressly instructed to via e-mail from the cash

assistance section of UNRWA, and to confirm the suspension by reply to the e-mail

- IV. That the contractor has sufficient space and facilities in its branches when delivering the cash assistance to the beneficiaries, including water supply and sanitation facilities.
- V. The cash assistance distribution service is provided smoothly and safely, and the dignity of the beneficiary is preserved when visiting the contractor's branch.
- VI. The contractor should have sufficient financial capacity to provide cash assistance to avoid cash shortages.

6. Essential qualifications and experience of contractor

- I. Previous experience working with United Nations Agencies and/or International NGOs.
- II. Registered money transfer service provider to operate in Syria.
- III. Broad capacity to deliver funds across Syria.
- IV. Scope to extend to areas of Syria where other financial institutions are not able to reach.
- V. Comprehensive financial management and monitoring systems in place.

7. Specific Requirements of the contractor

- I. The contractor shall provide details of its network branches in each geographical location. This shall include details on how its branches can be accessed by beneficiaries with disabilities, elderly and illiterate.
- II. The contractor shall ensure that its network of branches is sufficient and appropriate to support the circulation of beneficiaries and the total amount to beneficiaries.
- III. The contractor shall maintain its network of branches fully operational during cash distribution rounds through daily monitoring and replenishment of bank notes without undue delay.
- IV. The contractor shall establish and maintain a Hotline by telephone and email, which can be used by UNRWA Representatives to resolve any problems arising with regards to the distribution of the cash assistance.

8. Obligations of the contractor

The Contractor will be responsible to act based on the instructions from UNRWA. Obligations of the Contractor will be fully outlined in the contract with the selected Contractor. These will include:

- I. Distribution of cash assistance to beneficiaries, from lists, at rates and in locations as instructed by UNRWA.
- II. The contractor shall ensure uploading the list of beneficiaries in its system in the timeline that is specified from UNRWA (EOST).
- III. Ensure smooth distributions of assistance in Syrian Pounds.

- IV. On the specific request of UNRWA, the contractor shall be able to stop the transaction of a specific transaction without undue delay.
- V. If any specific transaction has been stopped by the contractor as per the request from UNRWA, the contractor shall confirm such action and inform UNRWA without undue delay.
- VI. The contractor must provide a place for the UNRWA representative at its branches to be able to verify the families before they go to the teller.
- VII. The contractor ensures sufficient space and facilities in its branches when delivering the cash assistance to the beneficiaries, including water supply and sanitation facilities.
- VIII. Provide payments to beneficiaries who have missed their scheduled distribution.
- IX. Report to UNRWA any suspected or actual fraud.
- X. Provide all required data and reporting to UNRWA.
- XI. Submit request for agreed deposit amount before the start of each distribution round.
- XII. Submit valid financial claims to UNRWA.
- XIII. Obtain any necessary approvals for the performance of its activities from the Government of Syria as and when required from the Contactor.

9. Obligations of UNRWA

- i. UNRWA will provide the contractor with the cash distribution list on a weekly basis for the PRs families who are to receive the cash assistance from the contractor in an encrypted CD or email. The list will include name of the head of the family, UNRWA family registration number, amount in SYP per person, and total amount payable to each family;
- ii. UNRWA will deploy at least one representative to the contractor's branches during the cash round, if required;
- iii. UNRWA will assign its staff who will reconcile daily invoices submitted by the contractor;
- iv. UNRWA will deposit agreed amount before the start of the each cash round, if required;
- v. UNRWA will send SMS and other forms of communication to invite the PRS to collect the cash from the contractor as per the distribution list.

10. Dedicated Account Management and Services

- i. The contractor shall provide dedicated services to UNRWA, which shall include a focal point appointed by the contractor (a "Manager") dedicated to managing the implementation and operation of this process of cash over counter (COC).
- ii. UNRWA will likewise appoint a focal point for the cash over counter-based cash assistance to communicate with the contractor.
- iii. The Manager shall have the appropriate and required access to the Management Authority of the contractor to ensure and secure timely resolution of issues arising.
- iv. Vis-à-vis UNRWA, the Manager shall be accessible and ready to address queries and/or solve any issue during normal office hours from Sunday to Thursday.

- v. The focal points from the contractor and UNRWA respectively, shall establish and maintain effective and efficient communication channels ensuring addressing issues arising and securing a resolution to each of such issues without undue delay.

11. Reporting

Regular reports shall be provided by the contractor for monitoring, recording and reporting of transactions. The objective of the reports is not only to satisfy UNRWA accounting and budget management but also reporting to UNRWA's donors under the various grants received from donors. The contractor will submit weekly, bi-weekly and monthly reports for the distribution of cash assistance. UNRWA might ask the contractor to submit any other related report.

12. Data Protection

It is a requirement of UNRWA to protect the confidentiality and security of PRs data. The services and transfer mechanism provided by the contractor shall therefore comply with the UNRWA policy on the protection of personal data of PRs under its mandate.

Where national legislation and regulations require the disclosure of personal data of the PRs, the contractor shall a) seek an exception from such national legislation and/or regulations and, if not obtained, b) seek written pre-approval from UNRWA to disclose personal data of the PRs.

The contractor shall have in place appropriate data protection policies including secure storage, access, transfer and/or share (paper-based and/or electronically) of personal data of PRs prohibiting unauthorized access, view and/or capture of such data.

13. Regulatory Compliance

The contractor must in its operations conform with the international regulatory framework governing money transfer and exchange transactions, in particular with regard to the anti-money laundering, anti-terrorist and international sanctions, legislation and standards concerning the protection of personal data and/or mandatory information security requirements.

14. Monitoring of Performance

On a quarterly basis, meetings shall be held between the contractor and UNRWA to review the operations and results under these terms of reference.

Any adjustment to the operations, procedures and/or the terms of reference shall be mutually agreed upon in such meetings.

15. Financial Capacity and Regulatory Compliance

The contractor must submit the following with its technical proposal documents:

- I. Document for registration of the Company with relevant national authorities



- II. Financial reports of the Company for past two years
- III. Audit reports for the past two years

16. Duration of the Contract

Duration of the financial services contract would be for one year with an option of renewal each subsequent year upon satisfactory performance.

17. Settlement of Disputes and Governing Law

Any disputes, controversies or claims arising out of or in connection with the Contract will be subject to and governed exclusively by Article 17 of the UNRWA General Conditions of Contract for the Provision of Services, which will be annexed to the contract.

18. Privileges and immunities

The contractor will acknowledge and agree that UNRWA, its property, funds and assets and its officials and consultants, enjoy the privileges and immunities provided for by the 1946 Convention on the Privileges and immunities of the United Nations. The UNRWA bank account will enjoy the privileges and immunities of UNRWA, including full immunity from any attachment, lien or other encumbrance against such UNRWA-owned accounts or any funds contained therein.

19. Evaluation Criteria

The bid will be evaluated on the basis of the below mentioned evaluation criteria.

I. Technical Proposal

Points/100

<u>S/ N</u>	<u>Technical Evaluation Criteria Points</u>	<u>Max Points obtainable</u>
	<u>Provide Official Valid Official License to Operate as Money Transfer Institute in Syria</u>	<u>Mandatory</u>
1	<u>Organizational structure:</u> Years of experience of providing financial services Experience in cash distribution and number of clients	10
2	<u>Specific Experience:</u> Implementation of similar nature of project in last five years for UN/International NGOs	20
3	<u>Service Requirements:</u> Detailed list of number of branches and locations in Syria Proposed project set-up and start-up time	40
4	<u>Operational Capacity</u> -Minimum daily transactions/amounts capacity -Reporting modality	30
	<u>Total</u>	100

II. Financial Proposal

Financial offers will only be opened and considered if the technical proposal from a competent money transfer company has scored 60 out of 100 or more.


The bidder must submit the financial offer following the below template. The fee for the cash transfer should be divided in different thresholds.

Threshold		
Transfer amount from (in SYP)	Transfer amount to (in SYP)	Fees (in SYP)
1	100,000	Per transaction (fixed rate)
100,001	200,000	Per transaction (fixed rate)
200,001	300,000	Per transaction (fixed rate)
300,001	400,000	Per transaction (fixed rate)
400,001	500,000	Per transaction (fixed rate)
500,001	600,000	Per transaction (fixed rate)
600,001	1,000,000	Per transaction (fixed rate)
1,000,001	above	% of the transaction amount

The contract will be awarded based on the best financially advantageous offer and also on the operational capacity and geographic coverage of the contractor.

20. Key performance indicators

UNRWA shall plan for and conduct random inspections, through representatives, to check the quality of the services provided and whether they are provided in adherence to the TOR.

	United Nations Relief and Work Agency for Palestine Refugees in the Near East	ITB-PLD-Serv-039-2021 HIRING MONEY TRANSFER COMPANY DISTRIBUTION OF CASH ASSISTANCE BY CASH OVER THE COUNTER (COC) MODALITY TO PALESTINE REFUGEES IN SYRIA Field Procurement & Logistic office Syria Field Office, SAR
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Annex-D

Evaluation Criteria

HIRING MONEY TRANSFER COMPANY DISTRIBUTION OF CASH ASSISTANCE BY CASH OVER THE COUNTER (COC) MODALITY TO PALESTINE REFUGEES IN SYRIA

Closing Date: 10-August-2021, at 12:00 Hours Syria, Damascus Local time

1. Evaluation Criteria

Bids submitted by the Vendors in response to this ITB will be evaluated according to UNRWA Procurement Manual following the evaluation methodology, "Lowest cost, technically and commercially acceptable" offer, i.e. the bid which substantially conforms to the requirements set forth in the solicitation documents and is evaluated to be the "best value for money".

2. Eligibility Criteria

Vendors **MUST** enclose the following mandatory documents **in a separate envelope**.

- (i) Evidence of UNGM registration (Registration Number).
- (ii) Acceptance on UNRWA General Conditions of Contract for Procurement of Services (Annex- G).
- (iii) Valid bank account details.
- (iv) Valid and updated trade licenses from country of business registration (2021) as follows:
 - a. Chamber of commerce
 - b. The service provider should submit bid bond amount of **SYP 10,000,000.00** , and any offer submitted without bid bond will not be considered

3. Technical Criteria:

- Services' provider must be in compliance with technical criteria stated at table below: "Technical Evaluation Criteria"
- A Bid Evaluation Committee will be formed to evaluate the quality, services and other terms, where instruction mentioned in Annex-A, para. F is still valid.

Technical Evaluation Criteria

S/ N	Technical Evaluation Criteria Points	Max Points obtainable
	<u>Provide Official Valid Official License to Operate as Money Transfer Institute in Syria</u>	<u>Mandatory</u>
1	<u>Organizational structure:</u> Years of experience of providing financial services Experience in cash distribution and number of clients	10
2	<u>Specific Experience:</u> Implementation of similar nature of project in last five years for UN/International NGOs	20
3	<u>Service Requirements:</u> Detailed list of number of branches and locations in Syria Proposed project set-up and start-up time	40
4	<u>Operational Capacity</u> -Minimum daily transactions/amounts capacity -Reporting modality	30
	Total	100

Bids submitted by the Vendors in response to this TOR will be evaluated according to UNRWA Procurement Manual following the evaluation methodology, “Lowest cost, technically and commercially acceptable” offer, i.e. the bid which substantially conforms to the requirements set forth in the solicitation documents and is evaluated to be the “best value for money”.

Cumulative Analysis will be used to evaluate and award proposals. The evaluation criteria associated with this TOR will be split between technical and financial as follows:

60	% Technical
40	% Financial
<hr/>	
100	%
Total	

The attached Annex A provides a detailed breakdown of the evaluation criteria.

For the bids to be considered technically compliant, the bidder must achieve a minimum score of 70 points (70%). Bids that do not meet the minimum score, will be considered technically non-compliant and will not be considered any further.

All bids that obtain a technical score of 70 or above will be recommended for the financial bids to be opened. If a technical score of below 70 is achieved, the financial bids will not be opened.

After the completion of the technical evaluation, The TOC will undertake to open the financial bids for those bidders whose proposals have been considered technically responsive. The unresponsive bids will not be given further consideration.

The financial evaluation for each of these subsets of services will be based **on lowest cost, best technically and commercially acceptable offer** and the formula for determining the financial score will be as follows:

$$FS = 40 \times FM / F$$

Where:

FS = the financial score

FM = the lowest price

F = the price of the proposal under consideration

The maximum numbers of point are allotted to the lowest financial bids. All other price proposals will receive points in inverse proportion to the lowest price using the following calculation:

$$\text{Score for "Price proposal X"} = \frac{40 * \text{Price of lowest priced proposal}}{\text{"Price of proposal X"}}$$

The scores of the technical and financial bids are then added together. Each technical compliance proposal will therefore have a score allotted out of 100 points.

The weights given to the Technical and Financial offers are:

Technical (WT) = TS x 70%, plus Financial (WF) = FS x 40%

The winner contractor will be the one who will get the highest score [WT+WF]

The committee will evaluate the final consolidated bids based on:

- Technical offer 60 %
- Financial offer 40 %
- 100 %

The contract will then be awarded to the Bidder offering the most responsive evaluated proposal and whose services are commercially and technically responsive and in compliance with all Instructions, Terms and Conditions and it is in the interest of UNRWA to accept it.

Important Notes:

- (i) To assist in the examination, evaluation, comparison and post-qualification of the bids, UNRWA may, at its discretion, ask any bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by UNRWA shall not be considered. UNRWA's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by UNRWA in the Evaluation of the bids, in accordance with Instructions to Bidders.
- (ii) UNRWA shall examine the Bid to confirm that all terms and conditions specified in the General Conditions for Services [GCS] have been accepted by the bidder without any material deviation or reservation.
- (iii) UNRWA shall evaluate the technical aspects of the bid submitted in accordance with instructions to bidders, to confirm that all requirements, schedule of requirements of the bidding documents have been met without any material deviation or reservation.



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

ITB-PLD-Serv-039-2021

**HIRING MONEY TRANSFER COMPANY DISTRIBUTION
OF CASH ASSISTANCE BY CASH OVER THE COUNTER
(COC) MODALITY TO PALESTINE REFUGEES IN SYRIA**
Field Procurement & Logistic office
Syria Field Office, SAR

- (iv) If, after the examination of the terms and conditions and the technical evaluation, UNRWA determines that the bid is not substantially responsive in accordance with Instructions to bidders, it shall reject the bid.
- (v) UNRWA shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- (vi) To evaluate a bid, UNRWA shall only use all the factors, methodologies and criteria defined in Instructions to Bidders. No other criteria or methodology shall be permitted.
- (vii) UNRWA's evaluation of a bid will exclude and not take into account any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- (viii) UNRWA's evaluation of a bid may require the consideration of other factors, in addition to the bid price quoted in accordance with Instructions to bidders. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the goods and related services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in evaluation and qualification criteria. The factors, methodologies and criteria to be used shall be as specified in Instructions to bidders (Annex A).

Mohammad Al-lahham

OIC,PLD

UNRWA, Syria Field Office, Damascus, Syria

22.7.2021



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

ITB-PLD-Serv-039-2021
HIRING MONEY TRANSFER COMPANY DISTRIBUTION
OF CASH ASSISTANCE BY CASH OVER THE COUNTER
(COC) MODALITY TO PALESTINE REFUGEES IN SYRIA
Field Procurement & Logistic office
Syria Field Office, SAR

Annex-E

Bid Form

HIRING MONEY TRANSFER COMPANY DISTRIBUTION OF CASH ASSISTANCE BY CASH OVER THE
COUNTER (COC) MODALITY TO PALESTINE REFUGEES IN SYRIA
Closing Date: 10-August-2021, at 12:00 Hours Syria, Damascus Local time

Threshold		
Transfer amount from (in SYP)	Fees (in SYP)	Rate (SYP)
1-100,000	Per transaction (fixed rate)	
100,001 - 200,000	Per transaction (fixed rate)	
200,001 - 300,000	Per transaction (fixed rate)	
300,001 - 400,000	Per transaction (fixed rate)	
400,001 - 500,000	Per transaction (fixed rate)	
500,001 - 600,000	Per transaction (fixed rate)	
600,001 - 1,000,000	Per transaction (fixed rate)	
1,000,001- above	% of the transaction amount	

Valid Until: _____

Date: _____

Name of Bidding Company

Name and Title of Company Representative

Stamp of Bidding Company

Signature of Company Representative

This bid form can be sent to fax no. +963 11 6116581 before 10-August-2021 at 12:00 Hours Syria, Damascus local time to: The Bid Receipt Officer, UNRWA, Syria Field Office, Damascus, Syria, or by email at SAR-PROCUREMENT@UNRWA.ORG

Mohammad Al-lahham

OiC,PLD

UNRWA, Syria Field Office, Damascus, Syria



Annex-F

SPECIAL CONDITIONS OF CONTRACT

ITB No # ITB-PLD-Serv-039-2021

- 1) Your offer should be submitted in a two separated sealed envelope (technical & financial) and be submitted to Procurement Office at the address mentioned in (Annex A). The envelope should be marked '**CONFIDENTIAL**' and it must be clearly labelled with the vendor's name and Tender Number **ITB-PLD-Serv-039-2021**, and tender closure date: **10-August-2020**.
- 2) Please ensure your tender is received by us no later than **10-August-2021, 12:00 hour** (Syria local time). Tenders will not be considered after this date and time.
- 3) UNRWA intends to use the funds it is likely to receive from various funding sources to eligible payments under the contract for which these bidding documents are issued.
- 4) Please note that UNRWA is not obligated to accept the lowest priced offer but the offer providing best value for money in accordance with laid down principles and policies in UNRWA Procurement Manual, and therefore, it is important that your bid should meet all the requirements of this document including technical specifications which are outlined in (Annex B).
- 5) UNRWA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.
- 6) UNRWA will advise the successful tenderer as soon as contract award has been approved by all the parties.
- 7) Prices in the Bid Form are to be submitted in USD and SYP.
- 8) Payment terms are net 45 days, and invoice/s will be in USD but payments will be made in Syria Pounds [SYP] to local vendors based in Syria according to the 'preferential rate' bulletin issued by the Central Bank of Syria.
- 9) In the event of a contract award, UNRWA shall award the contract to the bidder whose offer has been determined to be the lowest best technically compliant and commercially sound as per UNRWA Procurement Manual, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily.
- 10) Delivery terms: As mentioned in the Bid Form [Annex E].
- 11) Tenderers shall confirm their price validity for minimum 90 days from the tender closing date mentioned above.
- 12) UNRWA reserve the right to split award of the contracts or as found deemed fit in the interest of UNRWA.



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

ITB-PLD-Serv-039-2021
**HIRING MONEY TRANSFER COMPANY DISTRIBUTION
OF CASH ASSISTANCE BY CASH OVER THE COUNTER
(COC) MODALITY TO PALESTINE REFUGEES IN SYRIA**
Field Procurement & Logistic office
Syria Field Office, SAR

- 13) Upon the establishment of PO with successful bidder(s), the award will be made following the procedure of Bidding explained in the beginning of this ITB.
- 14) LIQUIDATED DAMAGES: Except under the circumstances of Force Majeure as described in General Conditions of Services, if the Vendor fails to deliver any or all of the service / Deliverables by the date(s) of delivery or perform the services tied to the delivery of service / Deliverables within the period specified in the Contract, UNRWA may, without prejudice to any or all its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to the percentage of 0.3% of the original total Contract price for each day of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, UNRWA may terminate the Contract. These liquidated damages are an estimate of actual loss that would be incurred and are not considered a penalty. Such damages are usually enforced when delays result in extra costs, loss of revenue or other benefits to UNRWA.
- 15) Service provider/providers who will be awarded service contract should submit performance bond amount of 5 % of total contract value.

Mohammad Al-lahham

OiC,PLD

UNRWA, Syria Field Office, Damascus, Syria

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Annex-G**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 of 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.

Annex-H

**TENDER AND CONTRACT AWARD ACKNOWLEDGEMENT CERTIFICATE
"THIS ATTACHMENT MUST BE SIGNED AND SUBMITTED WITH THE BID"**

- A- In compliance with the ITB Instructions, General Conditions of Contract and special conditions of contract, we, the undersigned, offer to furnish some or all of the items quoted for, at the prices entered in the attached schedule, delivered to the destination specified therein.

	United Nations Relief and Work Agency for Palestine Refugees in the Near East	ITB-PLD-Serv-039-2021 HIRING MONEY TRANSFER COMPANY DISTRIBUTION OF CASH ASSISTANCE BY CASH OVER THE COUNTER (COC) MODALITY TO PALESTINE REFUGEES IN SYRIA Field Procurement & Logistic office Syria Field Office, SAR
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Annex-H

TENDER AND CONTRACT AWARD ACKNOWLEDGEMENT CERTIFICATE
"THIS ATTACHMENT MUST BE SIGNED AND SUBMITTED WITH THE BID"

- A- In compliance with the ITB Instructions, General Conditions of Contract and special conditions of contract, we, the undersigned, offer to furnish some or all of the items quoted for, at the prices entered in the attached schedule, delivered to the destination specified therein.
- B- We accept the terms and conditions set forth in the Instructions for Invitation to Bid (Annex-A & G) and the following requirements have been noted and will be complied with where applicable:
- (i) We confirm that for any offer made where the delivery point is not as requested in the invitation to Bid, that UNRWA reserves the right to disregard the offer.
 - (ii) That, conditional offers cannot be accepted.
 - (iii) Show any discount being offered to UNRWA.
 - (iv) Insurance will be covered by UNRWA, unless otherwise specified.
 - (v) UNRWA reserves the right, at its own discretion to reject any or all bids and/or place the order with a supplier other than the lowest Bidder. (See ITB Instructions, Section 6.)
 - (vi) Successful Bidders who are awarded contracts will be notified by the receipt of the original purchase order and acknowledgment copy. In case of urgency, successful Bidder(s) may also be notified by fax.
 - (vii) We confirm that the validity of this offer is for **90 calendar days** from the date of Tender closure.
 - (viii) We agree to the terms and conditions set forth in the UNRWA General Conditions of Contract (Annex G).
 - (ix) If our bid is accepted, we commit to submit a performance security in accordance with instruction to bidder (Annex A).
 - (x) We agree with the above terms and conditions.


Company Name ----- Place ----- Signature -----

Print Name ----- Title/Position ----- Date -----

(A duly authorized company representative)

Please Note: All Incoterms used are Incoterms 2010

Annex-I

	United Nations Relief and Work Agency for Palestine Refugees in the Near East	ITB-PLD-Serv-039-2021 HIRING MONEY TRANSFER COMPANY DISTRIBUTION OF CASH ASSISTANCE BY CASH OVER THE COUNTER (COC) MODALITY TO PALESTINE REFUGEES IN SYRIA Field Procurement & Logistic office Syria Field Office, SAR
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ACKNOWLEDGEMENT

UNRWA established measurement criteria to evaluate suppliers' responses against its ITB. Those suppliers who did not respond for the last three ITB without providing an explanation by responding to this acknowledgment or/and offered high prices against the last three ITB, will not be invited again to UNRWA future ITB and will be removed from UNRWA mailing list of approved suppliers.

SUBJECT: ITB No. [ITB-PLD-Serv-039-2021] for HIRING MONEY TRANSFER COMPANY DISTRIBUTION OF CASH ASSISTANCE BY CASH OVER THE COUNTER (COC) MODALITY TO PALESTINE REFUGEES IN SYRIA

Dear Sir,

We the undersigned acknowledge receipt of your Invitation to Bid No. [ITB-PLD-Serv-039-2021] of [10-August-2021] and hereby confirm that:

- () We intend
- () We do not intend

To submit a bid to UNRWA by the deadline date of [10-August-2021 at 12:00 hrs. Damascus-Syria local time]

Very Truly Yours,

Name & Title of Authorized Representative: _____

Signature: _____

Company Name & Address: _____

Telephone No.: _____

Facsimile No.: _____

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

- () We do not have the capacity to submit a bid at this time.
- () We cannot meet the technical requirements for this ITB.
- () We do not think we can make a competitive offer at this time.
- () Others: Please specify _____

Kindly return this acknowledgement immediately via facsimile no. [+963-11-6116581] or via email: FPLOSyr@UNRWA.ORG



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"/> Authorized 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 _____ Year _____ USD _____ Year _____ USD _____ Year _____ USD _____ Year _____ USD _____

19. Annual Value of Export Sales for the last 5 Years:

Year _____ USD _____ Year _____ USD _____ Year _____ USD _____ Year _____ USD _____ 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):



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

ITB-PLD-Serv-039-2021
**HIRING MONEY TRANSFER COMPANY DISTRIBUTION
OF CASH ASSISTANCE BY CASH OVER THE COUNTER
(COC) MODALITY TO PALESTINE REFUGEES IN SYRIA**
Field Procurement & Logistic office
Syria Field Office, SAR

24. 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 ☐ No ☐

26. List below up to fifteen (15) of your core Goods/Services offered:

Note: For UNCCS Codes, please go to United Nations Global Marketplace website (<http://www.ungm.org/Info/Unccs.aspx>).

UNCCS Code	UNCCS Description (one line for each item)	National/International Quality Standard to which item conforms

27. How many clients does the Company have for whom you have implemented similar projects as the one requested under this RFP?

28. Please list at least five (5) former and current clients of the Company (preferably those for whom the Company has provided similar goods or services or implemented similar projects as the one requested under this RFP). By providing this information, you hereby permit UNRWA to contact these clients.

Name of Client and
Address

Contact Person, Telephone Number,
Fax Number and Email Address

Name of Goods/Services/Project, Brief
Description, Completion Date and Total
Value



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

ITB-PLD-Serv-039-2021
**HIRING MONEY TRANSFER COMPANY DISTRIBUTION
OF CASH ASSISTANCE BY CASH OVER THE COUNTER
(COC) MODALITY TO PALESTINE REFUGEES IN SYRIA**
Field Procurement & Logistic office
Syria Field Office, SAR

29. Please list details of proposed staffing for this project.

<u>Name and Title of Employee</u>	<u>Educational Level, Professional Qualification and Years of Relevant Experience</u>	<u>Proposed Role for this Project and Details of Similar Projects Involved In</u>
---------------------------------------	---	---

30. Please list details of proposed subcontractors (if any). Please note that if any part of the project will be subcontracted, you must provide a fully-accomplished Vendor Profile Form and the financial documents requested under item 22 above for each subcontractor. UNRWA approval is required for any proposed subcontracting.

<u>Name of Subcontractor</u>	<u>Address of Subcontractor</u>	<u>Description of Project Component to be Implemented by this Subcontractor</u>
------------------------------	---------------------------------	---

Section 4: Experience

31. Recent contracts with UNRWA:

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

32. 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>
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**United Nations Relief and Work
Agency for Palestine Refugees in
the Near East**

ITB-PLD-Serv-039-2021
**HIRING MONEY TRANSFER COMPANY DISTRIBUTION
OF CASH ASSISTANCE BY CASH OVER THE COUNTER
(COC) MODALITY TO PALESTINE REFUGEES IN SYRIA**
Field Procurement & Logistic office
Syria Field Office, SAR

Destination:

_____ USD _____

_____ USD _____

_____ USD _____

1. 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:

Annex-K

Business Information Template

1. Business Information

1.1. Name of Company :	
1.2. Year established	
1.3. Form of Company	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other (specify)
1.4. Trade Register	
1.5. VAT Number	
1.6. License Number (attach copy)	

2. Business Address

2.1. Address :	
2.2. Country	
2.3. Telephone number (including country code)	
2.4. Email:	
2.5. Contact person	
Please attach the company organizational chart	

3. Type of activity carried out by the company

- ☐ Manufacturer
☐ Authorized Agent
☐ Trader
☐ Other (Specify)

4. Indicate annual turnover US\$:

Description/Year	2017	2018	2019	2020
Total				

Annex-L

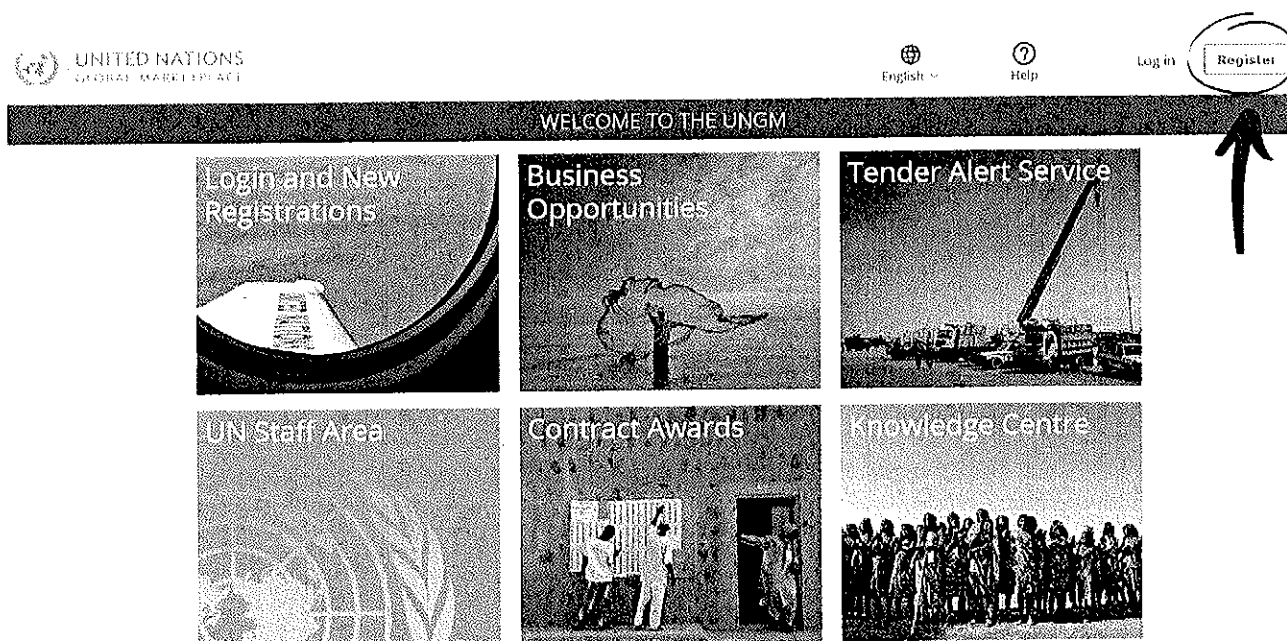
Registration on UNGM

Registration on UNGM

How to register as a supplier on UNGM?

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


1. Go to the UNGM site. Suppliers are recommended to use Google Chrome as a web browser to navigate the UNGM site.
2. At the top right corner of the page, click on **Register**.



3. Click on **Company** (or on behalf of a company/ NGO).

4. Download and read the UN Supplier Code of Conduct.

Complete the **required information**.

 unrwa الأونروا	United Nations Relief and Work Agency for Palestine Refugees in the Near East	ITB-PLD-Serv-037-2021 Customs Clearance & Freight Services of UNRWA's Shipments Into The Syrian Arab Republic 2021-2022 Field Procurement & Logistic office Syria Field Office, SAR
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- The provided **email address** will become the account's username. It will be used for logging into the supplier's account and for authentication. It must be a valid email address.
- Provide the **company's name** as it appears on the company's Certificate of Incorporation or other legal documentation.
- If a **message** appears that a company with a similar name already exists, suppliers are advised to contact UNGM using the contact form on the Help Center.

Company registration


* denotes required field

Basic company details

Company Name *	Women in Sciences	A company exists with this name.
License Number *	123456	
Country *	Zambia	An account with similar information already exists, please contact us at registry@ungm.org

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

An activation email will be sent to the email address.

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

UNGM Account Activation - Welcome to the UNGM inbox x


UNGM <no-reply@ungm.org> 10:34 AM (0 minutes ago)
 to me ▾




UNGM Account Activation

To confirm your email address, just click the button below



8. Once the account is activated, click on **Complete the registration** to proceed with the registration at the Basic level.

For more information, read the: [How to complete the registration form at the Basic level?](#) article.


UNITED NATIONS
for Palestine Refugees in the Near East

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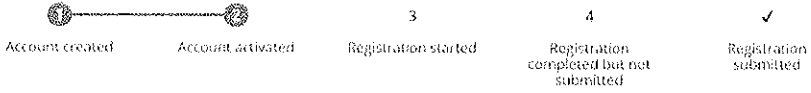
Account
UNRWA #521614
Account

ACCOUNT ACTIVATED


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MY UNGM REGISTRATION - STATUS



Your UNGM account has been successfully activated!



	United Nations Relief and Work Agency for Palestine Refugees in the Near East	ITB-PLD-Serv-037-2021 Customs Clearance & Freight Services of UNRWA's Shipments Into The Syrian Arab Republic 2021-2022 Field Procurement & Logistic office Syria Field Office, SAR
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Annex-M

Performance Bond Form

Messer's : United Nations Relief and Works Agency for Palestine Refugees in the Near East (U.N.R.W.A)

Subject : Performance Bond

Invitation to Bid No. ----- For provide -----
- ----- for UNRWA

Gentlemen,

We have the honour to inform you that our establishment guarantees jointly and severally in your favour Messer's ----- for the amount of ----- for the good performance of the contract for the supply of -----

This unconditional guarantee shall remain valid and irrevocable and shall not be restricted, delayed or in any way encumbered by any dispute that may arise between us, The United Nations Relief and Works Agency for Palestine Refugees, and ----- , or by any other reason, until -----

In the event of Messers ----- not fulfilling their obligations towards the said contract, we undertake to pay in cash to you upon your first demand and not withstanding any objections on the part of the said Messers ----- the Sum Of ----- .

For the execution of this guarantee, we elect domicile at our office in (Bank Address)

Yours faithfully

Bank Name: -----



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

ITB-PLD-Serv-037-2021
Customs Clearance & Freight Services of
UNRWA's Shipments Into The Syrian Arab
Republic 2021-2022
Field Procurement & Logistic office
Syria Field Office, SAR

Annex - N



UNRWA-Syria
Procurement and Logistics Office
Procurement Section

Company/Supplier Name:

Invitation Type: Invitation To Bid: ITB # ITB-PLD-Serv-039-2021

Subject of Tender: (HIRING MONEY TRANSFER COMPANY DISTRIBUTION OF CASH ASSISTANCE BY CASH OVER THE COUNTER (COC) MODALITY TO PALESTINE REFUGEES IN SYRIA)

Date of Issue: 22/07/2021

Received by:

Closure Date: 10/08/2021

Name:

Receiving Date:.....

Tender Box Location: TOC-Bid Receipt Officer (Procurement Office)



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

ITB-PLD-Serv-037-2021
Customs Clearance & Freight Services of
UNRWA's Shipments Into The Syrian Arab
Republic 2021-2022
Field Procurement & Logistic office
Syria Field Office, SAR

Annex - O



unrwa
الأونروا

UNRWA-Syria
Procurement and Logistics Office
Procurement Section

Technical Offer Cover

Company/Supplier Name:

Invitation Type: Invitation To Bid: ITB # ITB-PLD-Serv-039-2021

Subject of Tender: (HIRING MONEY TRANSFER COMPANY DISTRIBUTION OF CASH ASSISTANCE BY CASH OVER THE COUNTER (COC) MODALITY TO PALESTINE REFUGEES IN SYRIA)

Date of Issue: 22/07/2021

Received by:

Closure Date: 10/08/2021

Name:

Receiving Date:.....

Tender Box Location: TOC-Bid Receipt Officer (Procurement Office)



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

ITB-PLD-Serv-037-2021
Customs Clearance & Freight Services of
UNRWA's Shipments Into The Syrian Arab
Republic 2021-2022
Field Procurement & Logistic office
Syria Field Office, SAR

Annex - P



UNRWA-Syria
Procurement and Logistics Office
Procurement Section

Company/Supplier Name:

Financial Offer Cover

Invitation Type: Invitation To Bid: ITB # ITB-PLD-Serv-037-2021

Subject of Tender: (Customs Clearance & Freight Services of UNRWA's Shipments into the Syrian Arab Republic-2021/2022)

Date of Issue: 13/07/2021

Received by:

Closure Date: 01/08/2020

Name:

Receiving Date:.....

Tender Box Location: TOC-Bid Receipt Officer (Procurement Office)