



UNITED NATIONS

Relief and Works Agency
for Palestine Refugees in the Near East

RFP NO.: SER/005/2017

Procurement & Logistics Department
Lebanon Field Office

Annex A

INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF PROPOSALS

a. Where to Submit:

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

By Fax:

UNRWA , Lebanon Field Office
Attn: Chairperson, Tender Opening Committee
Fax No.: (+961 1 830467)
Subject line must state:
CONFIDENTIAL RFP No.: SER/005/2017

By Email:

UNRWA , Lebanon Field Office
Attn: Chairperson, Tender Opening Committee
Email : FPLO-Leb@unrwa.org
Subject line of email must state:
CONFIDENTIAL RFP No.: SER/005/2017

By Mail, Courier or Hand:

UNRWA, Lebanon Field Office
Opposite Sports City
P.O.Box 11-947
Beirut, 1107 2060
Lebanon
Attn: Chairperson, Tender Opening Committee
Tel No.: (+961 1 830400)
Note: The above telephone number should not be used for queries concerning this RFP. For queries, please see Section 18 below.

Outer envelope/package must be clearly marked as follows:

CONFIDENTIAL RFP No.: SER/005/2017

Closing Date and Time:

22/02/2017 at 12:00 hrs (Beirut Time)

Name of your Company:

Note: The above telephone number should not be used for queries concerning this RFP. For queries, please see Section 18 below. This number is only for facilitating receipt of proposals delivered by hand or by courier.

b. What to Submit: Your proposal must be submitted in the English language in TWO (2) COPIES (including all attachments, appendices and annexes thereto).

Your proposal must be submitted in two separate sealed envelopes as follows:

Envelope A: The Technical Proposal – shall be the bidder's un-priced proposal which shall comply with the requirements set forth in Section 3 below. The technical part of the proposal must be submitted in *Two (2) hardcopies* in a sealed envelope clearly marked as follows, but it is optional to submit the technical part in a CD:

RFP# : SER/005/2017

Tender Due and Time:

22/02/2017, 12:00 hrs (Beirut Time)

Name of your Company:

Technical Proposal

Envelope B: The Financial Proposal – shall be the bidder's priced proposal which shall comply with the requirements set forth in Section 4 below. The financial part of the proposal must be submitted in *Two (2) hardcopies* in a sealed envelope clearly marked as follows, but it is optional to submit the financial part in a CD:

RFP# : SER/005/2017

Tender Due and Time:

22/02/2017, 12:00 hrs (Beirut Time)

Name of your Company:

Financial Proposal

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

c. When to Submit: All proposals must be received at the address set forth in clause (a) above no later than the tender due date and time indicated in the cover letter. It is the exclusive responsibility of the proposers to ensure that the sealed envelope/package containing the proposal reaches the above address before such time and date so that it is time stamped and acceptable for opening.



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Proposals must be delivered to the designated address during UNRWA working hours from 7:15 a.m. to 2:45p.m., Monday through Friday except for UNRWA holidays. Delivery to any other UNRWA office location will be at the risk of proposer and will not constitute timely delivery. Written proof of receipt will not be given unless a postal/courier service receipt or other form of receipt is presented for signature by UNRWA. Proposals received after the above-mentioned deadline will be rejected.

2. SUBMISSION OF SAMPLES

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

RFP#: SER/005/2017

Tender Due and Time:

22/02/2017, 12:00 hrs (Beirut Time)

Name of your Company:

Samples

3. THE TECHNICAL PROPOSAL

Contents

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

- ☐ Letter of Introduction (Annex E) with the power of attorney (or equivalent document) attached,
- ☐ Vendor Profile Form (Annex G) duly accomplished with all the required information,
- ☐ Detailed description of your technical proposal (including diagrams, detailed methodology, work plan and schedule, response to any questionnaire, etc.) which must address all the requirements described in Project Description and Requirements (Annex C),
- ☐ Certified copies of audited financial statements (balance sheet, income statement, cash flow statement and notes to the accounts) for your company's two most recent fiscal years prepared by an internationally-recognized firm of chartered accountants and, if the latest audited

financial statements are more than 12 months old, unaudited financial statements as of the fiscal quarter immediately preceding the date of submission of the proposal, and

- ☐ If any part of the project will be subcontracted, description of such part of project and item (2) and (4) above for each proposed subcontractor (please note that UNRWA approval is required for any proposed subcontracting).

No Prices

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

Product Demonstration/Site Visit

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

Signature

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

4. THE FINANCIAL PROPOSAL

Contents

Envelope B (Financial Proposal) of your proposal must be in the format set forth in Annex H (Financial Proposal Format). All costs associated with the assignment must be provided with as much detail as possible. If appropriate, these costs should be itemized or broken down by activity.

Currency

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

Local Tax

The successful bidder may be subject to local taxes (e.g., value added or sales tax, social charges or income taxes



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

Signature

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

GSA Clause

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

5. VALIDITY PERIOD

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

6. ACCEPTANCE

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

7. AWARD OF CONTRACTS

This RFP does not commit UNRWA to award a contract or to pay any costs incurred in the preparation or submission of proposals, or costs incurred in making

necessary studies for the preparation thereof, or to procure or contract for services or goods. Any proposal submitted will be regarded as an offer made by the bidder and not as an acceptance by the bidder of an offer made by UNRWA. No contractual relationship will exist except pursuant to a written contract document signed a duly authorized official of UNRWA and by the successful bidder.

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

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

8. PAYMENT

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

9. PERFORMANCE BOND AND LIQUIDATED DAMAGES

Performance Bond

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



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contractor and in accordance with the terms and conditions as set forth in Annex I.

Liquidated Damages

If the successful bidder fails to supply the specified goods/services within the lead time stipulated by his/her proposal, or within a period specified by a purchase order or a contract, UNRWA may, in its sole discretion and without prejudice to its other remedies under the purchase order or contract, deduct from the contract price, as liquidated damages, a sum equivalent to US\$2,000 for each calendar day of delay until actual delivery, up to a maximum deduction of 10 percent of the contract price.

10. CONFIDENTIALITY

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

11. COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT

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

- the preparation or submission of proposals,
- the clarification of proposals, and
- the conduct and content of negotiations, including final contract negotiations,

in respect of this RFP or procurement process, or any other procurement process being conducted by UNRWA in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other bidder, person

or entity, of information (in any form), whether or not such information is commercial information confidential to UNRWA, any other bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

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

12. IMPROPER ASSISTANCE

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

- with the assistance of current or former employees of UNRWA, or current or former contractors of UNRWA in violation of confidentiality obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,
- with the utilization of confidential and/or internal UNRWA information not made available to the public or to the other bidders,
- in breach of an obligation of confidentiality to UNRWA, or
- contrary to these terms and conditions for submission of a proposal,

shall be excluded from further consideration.

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

- at any time during the 6 months immediately preceding the date of issue of this RFP was an official, agent, servant or employee of, or otherwise engaged by, UNRWA,
- at any time during the 12 months immediately preceding the date of issue of this RFP was an employee of UNRWA personally engaged, directly or indirectly, in the planning or performance of the



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requirement, project or activity to which this RFP relates, or

- at any time, was an employee of UNRWA involved, directly or indirectly, in the preparation of this RFP including any earlier versions or the management of this procurement process.

13. CORRUPT PRACTICES

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

14. CONFLICT OF INTEREST

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

If during any stage of the procurement process or performance of any UNRWA contract a conflict of interest arises, or appears likely to arise, the bidder must notify UNRWA immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the bidder conflict with the interests of UNRWA, or cases in which any UNRWA official, employee or person under contract with UNRWA may have, or appear to have, an interest of any kind in the bidder's business or any kind of economic ties with the bidder. The bidder must take steps as UNRWA may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of UNRWA.

15. WITHDRAWAL/MODIFICATION OF PROPOSALS

Requests to withdraw a proposal shall not be honoured. If the selected Vendor withdraws its proposal, UNRWA shall duly register said proposal and shall evaluate it alongside all other received proposals. Withdrawal of a

proposal may result in your suspension or removal from the roster of UNRWA-registered vendors.

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

16. GLOBAL COMPACT/UN SUPPLIER CODE OF CONDUCT

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

17. GENERAL CONDITIONS OF CONTRACT

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

Bidders are requested in their proposal to explicitly confirm acceptance of and compliance with UNRWA's General Conditions of Contract.

18. QUERIES ABOUT THIS RFP

For queries on this RFP, please contact the UNRWA OIC/Procurement and Logistics Department via fax at 01/830467 no later than the date/time indicated in the cover letter. On the subject line, please indicate the RFP number. Proposals must **NOT** be sent to the above email.



Terms of Reference
Consultancy to Conduct an Evaluation of UNRWA's Employment Service Centers
in Lebanon

BACKGROUND:

Palestinian refugees in Lebanon (PRL) face major labour market challenges. The unemployment rate among the PRL population is high (21% for men and 32% for women), and the vast majority of the PRL labour force works informally with less than 14% having an employment contract (Chaaban et al. 2016).

The source of the problem is in part institutional; domestic labour laws ban the employment of PRL in many, mostly high-skill, professions. In addition, entry to accessible formal employment can be costly. PRL job seekers and their employers are required to obtain costly and time-consuming work permits, with additional rules applied to eligible firms, such as requiring a minimum number of Lebanese workers, and a minimum value of paid capital. As a result, job creation for PRL takes place mostly in the informal sector, where wages are low, and protection and non-wage benefits are absent. Furthermore, the restrictions on PRL mobility and travel within Lebanon limit job search and job creation areas. The lack of appropriate guidance and job search skills, and the shortage of information on vacancies and workers are additional causes of high unemployment, especially among Palestinian youth, women, and residents of the most disadvantaged areas, individuals that have limited network and social connections and therefore face serious difficulties in finding jobs without external support.

UNRWA offers an array of interventions aimed at improving the livelihood opportunities and conditions of PRL. The Employment Services Centre (ESC) is a key component of the UNRWA Technical and Vocational Education and Training (TVET) Strategy, a comprehensive approach to improve the employability and standard of living of PRL. The TVET strategy goes from the creation of information and awareness, through the work of the Career Guidance Unit, to the acquisition of market-relevant skills and resources, through the TVET Program, and to the provision of job-search related services (through ESC work).

Since 2009, UNRWA Employment Service Centres have responded to the longstanding employability obstacles facing the Palestine refugees in Lebanon in terms of capacity building and integration into the labour market. The provision of targeted employment services remains highly relevant as Palestine refugees are legally unable to access the Lebanese National Employment Offices (NEO) and UNRWA ESCs are the primary tool for the placement and referral of Palestinians to the labour market. In addition, studies show that many Palestinians found jobs through personal contacts and social networks rather than through transparent and merit-based recruitment mechanisms. So, for many young people with limited networks and social contacts, especially young women and disadvantaged groups, it is difficult to find a job without external support. Through the placement and referral of Palestinian job seekers into Lebanese business, the ESCs promote increased interaction between the two communities, enabling them to identify common grounds and understand each other's perspectives and ultimately contribute to reduce the existing animosity between the two communities.

Through its four one-stop-shop ESCs (Beirut, Saida, Tyre and the North), the Agency provides employment services ranging from those aimed at reinforcing employability (i.e. job coaching, referral to vocational training or further education, job-searching techniques, CV preparation, referrals to financial services) to direct referral and placement of job seekers into identified job opportunities. The ESCs use an 'employer-centred' approach as for employers to be indirect beneficiaries of the services provides more incentives to engage with the ESCs. This has successfully contributed to consolidate and create new partnerships with the business community.

The objectives of the ESC's are:

- To connect job seekers to employment opportunities and vice versa
- To increase job seeker's exposure to employment opportunities
- To refer Palestine refugees to employment alternatives such as self-employment opportunities and small-business development
- To provide job coaching services that include the assimilation of very specific skills such as writing CV, attending a job interview, build a network etc.

ESC services are expected to lower job search costs for both job seekers and firms, leading to higher employment (through faster employment creation: more hiring within a given period of time). In addition, providing better information about the labour market should improve the quality of jobs as perceived by workers, as well as the quality of workers as perceived by firms. Therefore, ESC services are expected to increase both the quantity and quality of employment.

The focus of this evaluation is the Employment Service Centers currently supported by EU funding, which aim at enhancing the employability and employment prospects of Palestine refugee youth living in Lebanon.

DESCRIPTION OF THE ASSIGNMENT:

Purpose: UNRWA is undertaking an evaluation of the Employment Service Center's to support the Agency in assessing the impact of and improving its services. Funding for the centers are due to expire in June 2017 and it is paramount that the Agency assesses the center's impact to inform the future of these centers as well as future design of interventions.

General objective: With the aim to provide UNRWA with an overall, independent and accountable result-oriented evaluation of the Employment Service Centers, the objective of this assignment is threefold:

- To provide clear and robust findings and conclusions on the service delivery of UNRWA's Employment Service Centers;
- To propose recommendations for improving the activities related to the ESC's;
- To propose recommendations for future interventions related to the ESC's.

To do so, it will assess, as systematically and objectively as possible, the relevance, effectiveness, efficiency, connectedness, coverage and sustainability of UNRWA's Employment Service Centers.

Specific objective(s): The purpose of analysing the impact of the Employment Service Center's is to detect strengths and weaknesses, to learn lessons from the current intervention and to improve future activities.

The evaluation will include, but not be limited to, the following specific points:

1. To evaluate the structure, activities and **relevance** of the Employment Service Centers including relevance to the MTS 2016-2021 on livelihoods, relevance to the Palestine refugee community's needs and priorities, taking into account national employment center programmes;
2. To measure **effectiveness** by assessing how far the intended objectives of the ESC's have been achieved, in particular in terms of benefits for and satisfaction of the local populations.
3. To measure impact by assessing how the intervention contributes to reaching development objectives (including in relation to gender and human rights) in proportion to the overall situation of the target group. The expert should identify all recorded impacts, including any unintended ones and compare them to intended impacts. A specific focus will be put on the socio-economic impacts of the centers; and assessing the services provided by UNRWA's ESC's to job seekers.



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4. To measure **efficiency** by assessing the costs and benefits of the ESC's as well as monitoring;
5. To evaluate the **coverage** and added value of the ESC's vis-à-vis other ESC's in Lebanon; as well as the coordination and links amongst the ESC, employers and job seekers;
6. To assess the **sustainability** of the ESC's and give recommendations on how this can be improved;
7. The **connectedness** of the intervention to UNRWA's overall mandate and how it contributes to improving the livelihoods of Palestine refugees;

Where possible, the services/service potential for Palestinian Refugees coming Syria (PRS) should be taken into consideration.

Requested services: On the basis of an agreed methodology and work plan, the service provider will closely work with UNRWA and other stakeholders, to execute the following tasks.

- Examining programme reports, work plans, and any other relevant available information including relevant studies regarding ESC's and employment in Lebanon;
- Meetings/interviews/focus groups with UNRWA and other stakeholders as well as beneficiaries
- Report writing.

Duration: The indicative duration of the field mission is 5 weeks including travel (See Application Process and Conditions of Service). The starting period will be February 2017. The approval by UNRWA of the evaluation Final Report will mark the end of the consultancy.

Location(s) of assignment; The place of assignment will be Beirut; field visits to the 12 Palestinian camps are foreseen.

EVALUATION QUESTIONS: The evaluation questions shall include but not be limited to:

Relevance	<ul style="list-style-type: none">- Are the Employment Service Centers and the services they provide relevant to the needs of the Palestine refugees in Lebanon?- Do the ESC's clearly respond to the nature and scope of the employability problem?- Are the ESC's activities and services logically linked to the intended effects?
Effectiveness	<ul style="list-style-type: none">- Do the ESC's achieve their purpose/objectives?- Do the services satisfy the end user/beneficiary?- Are the services reaching the intended population?
Efficiency	<ul style="list-style-type: none">- What are the costs of inputs relative to outputs?- Are the activities cost-efficient?- Do the ESC's provide services in the most efficient way compared to alternative ways?
Impact	<ul style="list-style-type: none">- Does the intervention contribute to higher level development objectives (gender, human rights etc.)?- What is the impact of the intervention in proportion to the overall situation of the target group? What are the socio-economic impacts?- Are there complementarities with other employment service providers in Lebanon (ie national ones)?- What long term changes have been produced?
Connectedness	<ul style="list-style-type: none">- Is the project clearly linked to the mandate of the organization?- Is the project in line with the organization's Field and Agency level strategic goals and objectives?- Are the Field level strategies and management structures sufficient to direct these type of interventions?



Sustainability	<ul style="list-style-type: none">- How can the ESC's provide its services in a more sustainable way?- What opportunities for collaboration exist or could be harnessed in the future?- How can sustainability be defined for this intervention?
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DUTIES AND RESPONSIBILITIES:

The service provider shall fulfil the following duties and responsibilities:

- Hold the overall management responsibility of the evaluation, including designing and carrying out the evaluation, drafting the final report and debriefing UNRWA management, ESC teams and key stakeholders;
- Liaise with UNRWA Lebanon staff throughout the process, providing regular updates and seeking their input and advice where necessary;
- Develop an inception report, in collaboration with the M&E unit, detailing the methodology-stakeholders to be interviewed, tools to be developed, time frame for the evaluation which will be shared with UNRWA Lebanon;
- Develop checklists and tools for field interviews and data collection. The tools will be discussed with UNRWA before finalization;
- Orient UNRWA on the data collection tools and agree together on workload and task sharing;
- Present preliminary findings in a meeting with stakeholders;
- Integrate stakeholder/UNRWA's feedback into the final version of the document as appropriate and present the finalized document to UNRWA Lebanon;
- Be available to assist with donor clarifications on the evaluation report.

The service provider agrees to consider additional duties and responsibilities relevant to the evaluation as required.

CONDITIONS OF SERVICE:

Week 1 – inception period, finalisation of scope and methodology of the evaluation, meeting with senior managers, introductory meetings with key persons involved in the ESC's.

Location: Lebanon, All Areas

Week 2 and 3 – Field visits; detailed meetings with ESC team, ESC beneficiaries as well as other stakeholders and key players in Lebanon.

Location: Lebanon, All Areas

Week 4 – finalisation of main preliminary findings and conclusions, detailed debriefing meetings with stakeholders including ESC project manager and senior UNRWA staff.

Location: Lebanon, All Areas

Week 5 – finalisation of draft report, submission for comments, incorporation of comments, release of

Location: unspecified

DELIVERABLES:

Provide UNRWA Lebanon with an overall, independent and accountable result-oriented evaluation of the Employment Service Centers. The methodology and work plan will be presented to UNRWA during the first briefing meeting at the beginning of the consultancy.

The main output of the specific objectives as outlined above.

The evaluation report is to be delivered in English.

It should contain inter alia the following sections:

- An executive summary, with key findings and recommendations.
- An introduction on the context and the background (ESC's, analysis of the political, economic and social dimensions affecting the project; purpose of the evaluation);
- A description of the methodology;
- Main Findings and Analysis
- Lessons Learned
- A Full Set of Conclusions and Recommendations in accordance with the objectives of the evaluation

The evaluation process will employ a mixed methods approach combining qualitative and quantitative methodologies as well as analysis of secondary data. A mixed methods approach should enrich the understanding of the local context and complements the overall assessment process.

The evaluation shall include inter alia the following activities:

- desk review of relevant documentation
- field missions to all 4 Employment Service Centers as well as a selection of camps
- key informant interviews and/or focus group discussions with project staff, relevant UNRWA staff, relevant implementing partners, local community representatives and beneficiaries of both the shelter and health clinic rehabilitation interventions
- case studies will be prepared and included (if beneficial)
- Quantitative survey (if beneficial) for assessing the ESC's overall performance and benefit recipients' perception.

The service provider shall develop a detailed evaluation methodology and work plan to be shared with UNRWA Lebanon before implementation.

The service provider must take into consideration the dignity and confidentiality of the Palestine refugees when undertaking the evaluation.

REPORTING:

The consultancy group shall report to Deputy Director of Programmes and the final presentation of the will be made to the Director of UNRWA in Lebanon. For day to day communications and requests for information, the consultancy group will engage with the Education Department.

PAYMENT SCHEDULE:

	Percentage	Deliverable
Payment 1	100%	After satisfactory completion of the required services



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ACKNOWLEDGMENT LETTER

[Letterhead of bidder, including full postal address, telephone no. and fax no.]

Date: [insert date]

To: **THE UNITED NATIONS RELIEF AND WORKS AGENCY
FOR PALESTINE REFUGEES IN THE NEAR EAST (UNRWA)**
Attention: Chairperson, Tender Opening Committee
UNRWA, Lebanon Field Office
Opposite Sports City
P.O.Box 11-947
Beirut, 1107 2060
Lebanon

Subject: RFP# **SER/005/2017** dated **02 February 2017**

Dear Madam, dear Sir,

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

☐ INTEND ☐ DO NOT INTEND

to submit a proposal to UNRWA by the deadline date of **22/02/2017 at 12:00 hrs (Beirut time)**.

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

Name & Title of Authorized Representative: _____

Signature: _____

Company Name and Address _____

Telephone No.: _____ Facsimile No.: _____

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

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

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

Kindly return this acknowledgment immediately by fax to +961-1-830467 (Please indicate RFP# on subject line.)



UNITED NATIONS

Relief and Works Agency
for Palestine Refugees in the Near East

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Lebanon Field Office

ANNEX E

LETTER OF INTRODUCTION

[Letterhead of bidder, including full postal address, telephone no. and fax no.]

Date: [insert date]

To: **THE UNITED NATIONS RELIEF AND WORKS AGENCY
FOR PALESTINE REFUGEES IN THE NEAR EAST (UNRWA)**
Attention: Chairperson, Tender Opening Committee
UNRWA, Lebanon Field Office
Opposite Sports City
P.O.Box 11-947
Beirut, 1107 2060
Lebanon

Subject: RFP# : SER/005/2017 dated 02 February 2017

Ladies/ Gentlemen,

1. Being duly authorized to represent and act on behalf of [insert name of bidder] (hereinafter "the bidder"), in accordance with the attached power of attorney (or equivalent document), and having reviewed and fully understood the requirements of the RFP, the undersigned hereby offer our best bid for this contract, in accordance with the terms and conditions of the RFP, our bid being valid until [insert date of offer expiration – please note Section 5 of Annex A to this RFP].
2. We confirm our understanding and agreement that the terms set forth in this RFP, including the General Conditions of Contract (Annex B to RFP), the Project Description/Statement of Work/Specifications (Annex C to RFP) and any special conditions set forth herein will form part of any contract should UNRWA accept our proposal.
3. We confirm our understanding, agreement and compliance with all the terms and conditions set forth in the RFP, including without limitation Sections 10, 11, 12, 13 and 14 of the Instructions to Bidders (Annex A to RFP).
4. UNRWA and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this proposal, and to seek clarification from any authority, bankers and clients regarding any financial and technical aspects of the proposal. This letter of introduction will also serve as an authorization for UNRWA to approach any individual or institution referred to in the supporting information, to provide such information deemed necessary by UNRWA to verify the statements and information provided in this bid, or with regard to our resources, experience and competence.

Name & Title of Authorized Representative: _____

Signature: _____

Company Name and Address: _____

Telephone No.: _____ Facsimile No.: _____

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

EVALUATION CRITERIA

The indicative number of points anticipated to be given under each of the evaluation criteria are:

A. Technical Proposal

		<u>Points</u>
1	Academic And Professional <ul style="list-style-type: none"> - Experts should at least have a Master Degree in economics, social science, law, political sciences, Education or equivalent; (Please provide CVs) - Demonstrated writing, editing skills and analytical skills; - Proven track record in communication; 	25%
2	Experience <ul style="list-style-type: none"> - Experience in Evaluation and/or Monitoring of development/cooperation interventions in the field of employment is compulsory; - At least six 6 years of experience in the implementation and/or evaluation of employability interventions is compulsory; - At least five (5) years of experience in the implementation and/or evaluation of employment interventions in developing countries is compulsory; - Confirmed experience of implementing impact studies or surveys is an asset; - Demonstrated ability to conduct quality external evaluations of complex projects during a limited amount of time, preferably in the area of employment or development; - Experience in the Middle East region is an asset; - Experience in the management and/or evaluation of interventions targeting refugees is an asset. 	30 %
3	<ul style="list-style-type: none"> - Methodology/Work plan: - Provide a detailed methodology with a rationale for the methods to be used in the context of Palestine refugees in Lebanon and to this particular intervention 	20%
4	Languages <ul style="list-style-type: none"> - Team must have excellent command of English (spoken and written) - Knowledge of Arabic is an asset 	20%
5	Other skills <ul style="list-style-type: none"> - Knowledge of the Lebanese context; - Proven ability to work in close cooperation with international and local stakeholders 	5%
Total Points (St):		100%

The minimum technical score required to pass: 80%

B. Financial Proposal

Commercial offers will be only opened and considered if the technical proposal had achieved the passing score 80% out of 100%.

The final awarding will be based on best technically-financially advantageous offer.



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ANNEX G

VENDOR PROFILE FORM

Section 1: Company Details and General Information

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



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

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



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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.

<u>Name of Client and Address</u>	<u>Contact Person, Telephone Number, Fax Number and Email Address</u>	<u>Name of Goods/Services/Project, Brief Description, Completion Date and Total Value</u>

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

36. Recent contracts with UNRWA:

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

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

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

USD _____



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

Section 5: Other

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

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

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

Name:

Functional Title:

Signature:

Date:



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ANNEX H

FINANCIAL PROPOSAL FORMAT

[Date]

To: **THE UNITED NATIONS RELIEF AND WORKS AGENCY
FOR PALESTINE REFUGEES IN THE NEAR EAST (UNRWA)**
Attention: Chairperson, Tender Opening Committee
UNRWA, Lebanon Field Office
Opposite Sports City
P.O.Box 11-947
Beirut, 1107 2060
Lebanon

Ladies/Gentlemen:

We, the undersigned, offer to provide the services for the **Consultancy to Conduct an Evaluation of UNRWA's Employment Service Centers in Lebanon** in accordance with your Request for Proposal (RFP#: SER/005/2017) dated 02 February 2017 and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., *[insert date]*. (Please note Section 5 of Annex A to this RFP.)

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

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:



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Note: Please provide as much detail as possible.

No	Item	Unit Cost (USD)	Qty	Total Cost (USD)	Remarks
1					
2					
3					
4					
5					
6					

Suggested terms and schedule of payment (please note Section 8 of Annex A to this RFP):

N.B: As per terms in place, UNRWA doesn't deal in advance payments.

Please indicate clearly any administrative overhead costs in a separate budget time.



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Draft Contract
SERVICE CONTRACT NO. ____/____/0000

This Contract is made this ____ day of _____ 200__, by and between the United Nations Relief and Works Agency for Palestine Refugees in the Near East ("UNRWA") and _____ [name] _____, _____ [street address] _____ [city] _____ [country] _____ (the "Contractor").

Background

[Description of project background]. The purpose of the present arrangement is to assure the implementation of the Project and provision of all services to achieve the objectives of the Project. The Contractor, representing that it is fully qualified and has the necessary expertise and resources to effectively and efficiently provide the same, wishes to implement the Project and provide those services as set forth in, and in accordance with, the terms of this Contract.

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

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

1.1.1 "General Conditions" means UNRWA's General Conditions of Contract for Procurement of Services, attached as Annex 1.

1.1.2 "Implementation Plan" means the schedule for the implementation of the Project as set forth in attached Annex 3.

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

1.1.4 "Project" means the [general description] as detailed and described in the [Project Document] [Proposal].

1.1.5 ["Proposal" means the Contractor's proposal] ["Project Document" means the Project Document] dated _____ and attached as Annex 2.

1.2 Interpretation. As used in this Contract:

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

1.2.1.1 This Contract, but excluding the General Conditions and the [Project Document] [Proposal].

1.2.1.2 The General Conditions.

1.2.1.3 The [Project Document] [Proposal].

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



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

2. DURATION OF THIS AGREEMENT. This Contract shall be effective as of [_____], and the term of this Contract shall end upon completion of the last obligation arising hereunder.

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

3.1 Project Implementation. The Contractor shall implement the Project as set forth in the [Project Document] [Proposal] and the following:

3.1.1 The Contractor shall commence implementation of the Project not later than _____ 200__.

3.1.2 The Contractor shall deliver implement the Project in accordance with the Implementation Plan.

3.2 Personnel. The Contractor shall implement the Project in a professional and workmanlike manner in accordance with the terms and conditions of this Contract. Without limiting the generality of the foregoing:

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

3.2.2 The Contractor shall at all times during the term of this Contract retain for the purpose of implementing the Project the personnel indicated in the Budget, as well as such other staff possessing the technical and professional qualifications and competencies necessary to implement the Project and perform the obligations of the Contractor under this Contract.

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

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

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

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



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

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

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

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

3.4 Records. In addition to all other reporting requirements elsewhere contained in this Contract:

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

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

4. OBLIGATIONS OF UNRWA. In connection with the implementation of the Project by the Contractor in accordance with the terms of this Contract:

4.1 Facilities. [to be defined by the project manager in consultation with necessary Fields/Departments] To facilitate and support the implementation of the Project by the Contractor, UNRWA shall, directly or on its behalf, provide in connection with the implementation of the Project:

4.1.1 Relevant technical, statistical and operational data and other inputs regarding UNRWA's Emergency Activities.

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

4.1.3 Access to UNRWA facilities consistent with the requirements of the Project, including, as applicable, the issuance of UNRWA grounds passes.

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

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

4.2 Payment. [option A, straight payment for services] In full consideration for the implementation of the Project in accordance with the terms of this Contract, UNRWA shall pay to the Contractor the amount of USD _____ as set forth below:

4.2.1 The Contractor shall submit to UNRWA an invoice [corresponding to each phase of the Project], including a certification by the Contractor that, for the period of payment, the Contractor has implemented the Project in accordance with this Contract, together with all such supporting documentation as may be required by UNRWA with respect thereto.

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

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

4.2.2.2 Payments effected by UNRWA to the Contractor shall neither relieve the Contractor of its obligations under this Contract nor constitute acceptance by UNRWA of the Contractor's implementation of the Project.

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

[option B, disbursement of funding, which also covers Contractor's services] UNRWA shall disburse to the Contractor funding for the implementation of the Project in accordance with the following:

4.2.1 UNRWA shall disburse USD _____ in [x] installments as follows -

4.2.1.1 The first installment, in the amount of USD _____ will be disbursed upon signature of this MOU.

4.2.1.2 The second installment, in the amount of USD _____ will be disbursed upon UNRWA's acceptance of [defined benchmark] [, together with invoices certified by the Contractor in connection with the implementation of the Project through [such benchmark]].

4.2.1.3 A final installment, in the amount of USD _____ will be disbursed upon UNRWA's acceptance of [defined benchmark] [, together with invoices certified by the Contractor in connection with the implementation of the Project through [such benchmark]].

4.2.2 The Contractor shall submit to UNRWA an invoice corresponding to each installment, including a certification by the Contractor that, for the installment, the Contractor has implemented the Project in accordance with this Contract, together with all such supporting documentation as may be required by UNRWA with respect thereto.

4.2.3 Disbursements effected by UNRWA to the Contractor shall neither relieve the Contractor of its obligations under this Contract nor constitute acceptance by UNRWA of the Contractor's implementation of the Project.

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



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5. MISCELLANEOUS.

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

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

UNRWA:

the Contractor:

Facsimile: +

Facsimile: +

5.3 Applicable Law. This Contract shall be governed by and construed in accordance with general principles of international commercial law. 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.

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

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

IN WITNESS WHEREOF, the parties have signed this Contract on ____/____/2016.

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

[Contractor]

[name]
[title]

[name]
[title]

Witness

Witness

[name]
[title]

[name]
[title]

Annex 1: General Conditions
Annex 2: [Project Document] [Proposal]
Annex 3: Implementation Plan