

United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الامم المتحدة الانمائي / برنامج مساعدة الشعب الفلسطيني



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RETENDER RFQ-2016-256

RETENDER - REQUEST FOR PROPOSAL (RFP)

Subject: Final Evaluation of Project “Community Resilience Development Programme (CRDP)”

Jerusalem, 6 December 2016

The United Nations Development Programme/Programme of Assistance to the Palestinian People (hereinafter referred to as “UNDP/PAPP”) is seeking qualified firms to provide the services under subject as detailed in this RFP. You are invited to submit a quotation in accordance with the terms and conditions included in this Solicitation Document.

Proposers shall prepare two copies of the Proposal, clearly marking each “Original Proposal” and “Copy of Proposal” as appropriate. In the event of any discrepancy between them, the original shall govern.

It is required that proposals shall be submitted in **two separate sealed envelopes**, one containing the technical proposal and one the financial proposal. Both Envelopes shall be sealed in one outer envelope. Proposals submitted in one envelope will be rejected.

The outer sealed envelope shall be delivered to the below address **no later than 2 p.m. (Jerusalem time) of 5 January 2017. Late Proposals will be rejected.**

United Nations Development Programme (UNDP/PAPP)
3 Ya'qubi Street, PO Box 51359, Jerusalem
Tel: 02-6268200
Mr. Khaled Shahwan
Deputy Special Representative
(Operations) - UNDP/PAPP
Retender RFQ-2016-256: Final Evaluation of CRDP

Any enquiries received on or before 15 December 2016, will be documented and posted on the designated UNDP website http://procurement-notices.undp.org/view_notice.cfm?notice_id=34638 on 21 December 2016. No inquiries will be accepted after 15 December 2016.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

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The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely Yours,



Khaled Shahwan
Deputy Special Representative
(Operations) – UNDP/PAPP



TERMS OF REFERENCE

1. BACKGROUND AND CONTEXT

About the CRDP

The Community Resilience Development Programme (CRDP) is the result of a fruitful cooperation between the Palestinian Government through the Ministry of Finance and Planning (MOFAP), the United Nations Development Programme/Programme of Assistance to the Palestinian People (UNDP/PAPP), and the Government of Sweden. In 2012, an agreement was signed between the Government of Sweden and UNDP/PAPP so as to support a three-year programme (from 2012 to 2016), with a total amount of SEK 90,000,000, equivalent to approximately USD 12,716,858. During the same year, the UK's Foreign and Commonwealth Office (FCO) joined the program and provided funds for the first year with an amount of £300,000, equivalent to USD 453,172. In 2013, the government of Austria joined the programme and deposited USD 4,202,585, (a final amount of approximately \$557,414 remains to be deposited) to support the programme for two years. Finally, in 2014, the Government of Norway joined the programme with a contribution of USD 1,801,298 to support the programme for two years. In October 2014, the CRDP underwent a mid-term evaluation for which a final report was submitted in January 2015. The results and recommendations of the mid-term evaluation helped in reshaping the programme implementation modalities and focus. Time has arrived to conduct a final evaluation of the programme to which this TOR has been prepared.

Responding to the needs of the Palestinian population living in Area C and East Jerusalem is essential for their well-being and development and helps in enabling them to safeguard their livelihoods, preserve their basic civil rights, remain on their land and have access to education, health and housing. On the other hand, Area C is critical to the viability of the Palestinian State as acknowledged by a growing number of actors including the Palestinian Government, the UN, the EU, the AHLC and the Quartet. The CRDP tries to bridge the gap that exists in terms of addressing the needs of communities living in these areas from a developmental standpoint. The programme facilitates a complementary approach and a transitional process from humanitarian interventions towards development.

To this end, the programme contributes to:

1. Preventing the erosion of living conditions of Palestinians in Area C and East Jerusalem that undermines their development capital;
2. Protecting Palestinian land and property in Area C and East Jerusalem;
3. Mitigating and ideally reversing migration flow from Area C and East Jerusalem by enhancing human security and livelihoods of Palestinians.

The CRDP represents one of the instruments in which the Palestinian Government can further focus on Area C and East Jerusalem. It will assist the Palestinian Government to plan, channel resources, and implement actions

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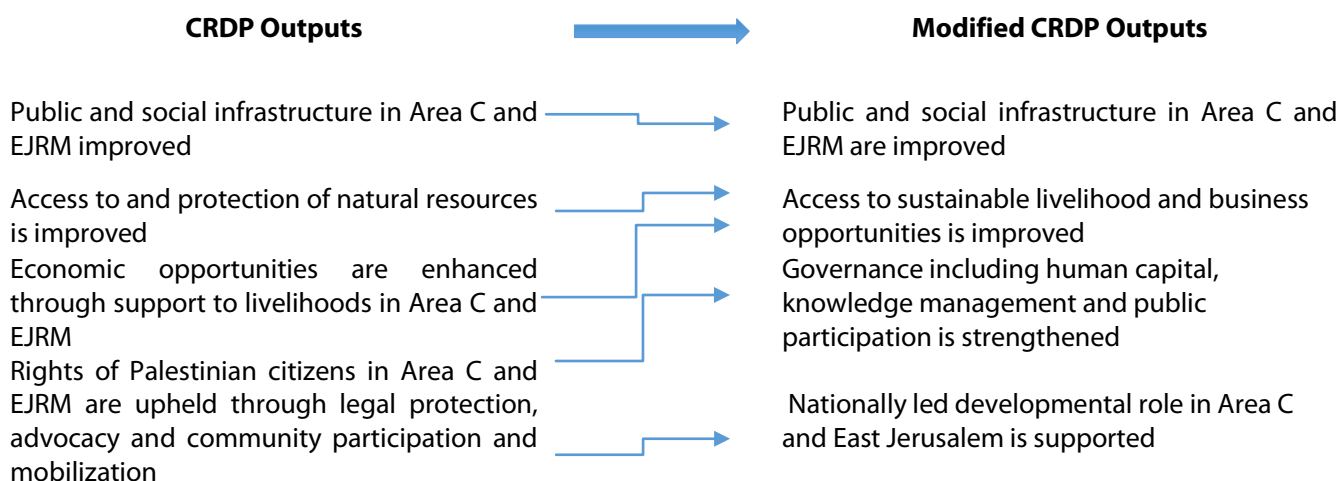
for Area C and East Jerusalem¹, to strengthen resilience of local communities and promote local development. The programme is being implemented by a wide array of partners, including grassroots' organizations, local and international NGOs; as well as local authorities.

CRDP Outcomes and Outputs

The desired outcome of the programme is to empower stakeholders in Area C and East Jerusalem, through the most appropriate partners, to act with resilience when facing threats that affect their sustenance on the land. It contributes to the development of Area C and East Jerusalem and strives to ensure that these areas provide improved conditions for the Palestinian population. In addition, it will inject the development capital needed for Palestinian sustainable development. This is accomplished through a granting process focused on the following outputs:

- Output 1: Public and social infrastructure are improved
- Output 2: Access to and protection of natural resources is improved
- Output 3: Economic opportunities are enhanced through support to livelihoods
- Output 4: Rights of Palestinian citizens are upheld through legal protection and community participation and mobilization

Modifications to the CRDP outputs were made in early 2016 based on the results of the mid-term evaluation and in consultation with the programme donors and national partners. The chart outlines the changes made:



2. EVALUATION PURPOSE

¹ CRDP Definition of CRDP of East Jerusalem is that it is the land that was captured and annexed by Israel in 1967, falls within the boundaries inside the Separation Barrier, which separates it from the overall Governorate of Jerusalem and the West Bank. East Jerusalem is not classified by Oslo Accords as areas A, B and C.

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UNDP/PAPP intends to commission an independent evaluation to assess the CRDP initiative at the macro level. The evaluation should also see how the CRDP contributes to the change of the thinking of different stakeholders from humanitarian to development. In addition, the evaluation is expected **to provide concrete recommendations (strategic, operational and financial) for the design of a new phase** of the programme. Moreover, the evaluation is expected **to assess the level of progress made towards achieving the outputs and outcomes** listed in the refocused Programme Document (adjusted approach).

3. EVALUATION SCOPE AND OBJECTIVES

In view of the above, the independent evaluation is expected to:

- Approach and achieved results:
 - **Assess the relevance** of the programme in the context of the oPt and **validate results achieved** against the refocused Programme Document (adjusted approach) and the M&E Plan.
 - Provide a comprehensive **assessment of the overall impact of the programme**, both at the 'supply' and the 'demand' side of the 'development in Area C and East Jerusalem' equation. The relevance of the programme should be based on existing and relevant research and studies conducted on Area C and East Jerusalem).
 - Review the programme's **efforts to mainstream gender** and ensure the application of UNDP's rights-based approach.
 - Assess the ability of the programme to contribute to **link the humanitarian priorities to the development agenda** in Area C and East Jerusalem.
 - Assess mechanisms of coordination with other donors and actors working in Area C and East Jerusalem (including line ministries and ACCO).
- Implementation modalities:
 - Assess the ability of the programme to **identify and address the communities' needs and priorities** on the field.
 - **Assess the implementation modalities suitability & efficiency** regarding development priorities in Area C and East Jerusalem, including the **call for proposals modality vs the cluster approach**.
- Partnership:
 - **Assess the governance structure** in terms of donors' engagement, partners, decisions making and taking, tasks/plans, concentration of support and the role of the government.
 - **Assess the existing governance structure of the CRDP** and analyze areas of strength and weakness as well as provision of concreted recommendations on possible new models and approaches for future phases.
 - Appraise UNDP/PAPP's **relations with relevant actors and stakeholders**, particularly to the CRDP's Programme Management Unit, donors and the Palestinian government.
 - Assess if and **how activities have been carried out in a mutually reinforcing manner**, including vis-à-vis other interventions in Area C and East Jerusalem.
- Challenges and difficulties encountered in the implementation process:



- Discuss the **main challenges faced by the programme**, including the ways in which UNDP/PAPP has sought to overcome them. **Describe and analyze current challenges** to implementing transition/development interventions in Area C in general, and CRDP activities in particular.
- Identify what the UNDP has done so as to streamline the Programme Management Unit (PMU) and implementation arrangements based upon the results of the midterm evaluation.
- Look into unforeseen or foreseen **external factors** that affected and/or slowed down the implementations of CRDP.
- Undertake a **comprehensive risk assessment**, including UNDP/PAPP's ability to manage existing risks effectively and responsibly. Refer to the adjusted risk analysis matrix as part of the programme document and how it was put into action.
- Lessons learned and recommendations for the future:
 - Assess relevance and utilization of **M&E processes**.
 - **Appraise the sustainability of the programme**, including the institutionalization of interventions.
 - **Assess knowledge management (evaluations, reviews, participatory assessments etc.) and sharing**
 - **Capture lessons learned and best practices** from the implementation of the programme with special focus on consolidated results of the different projects.
 - Provide **concrete and actionable recommendations** for the programme's future phases. These recommendations are expected to be clustered by creating a set of recommendations for all stakeholders: the Palestinian government, UNDP and donors.

4. EVALUATION QUESTIONS

To define the information that the evaluation intends to generate, the following potential evaluation questions have been developed:

- At the macro level, how are the CRDP expected results followed up by the different stakeholders?
- What **progress towards achieving the outputs and outcomes** listed in the refocused Programme Document (adjusted approach) has been made? Please address these in separation from activities and show their relevance to existing and relevant studies and research on Area C and East Jerusalem.
- Are the outputs, outcomes and results **relevant in the context of the Area C and East Jerusalem**?
- Have the different projects contributed to resilience of beneficiaries in Area C and East Jerusalem? If yes, how and why?
- How does **programme implementation align with the refocused Programme Document** (adjusted approach)?
- Did the UNDP/ CRDP systematically include knowledge management (evaluations, reviews, participatory assessments etc.) for relevant projects during project design? If so, was this done across the projects and within the clusters as well?
- How do the **implementation modalities impact upon the results achieved** (with a focus on timely responsiveness and programme management)?
- How has the **cluster approach impacted upon the results achieved**?
- What **factors have contributed** to achieving (or not achieving) the intended outputs and outcomes?

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- To what extent has the programme managed to **promote inclusiveness, gender mainstreaming and women's empowerment**?
- Was the **M&E Plan** systematically applied and was it appropriate to the programme?
- What was the **role of the governance structure** in the programme implementation and achievement of strategic goals? Please provide, if necessary, any concrete recommendations on possible new models/approaches for the next phase.
- Do you believe that the programme has an effective absorption capacity? If yes, kindly explain.
- What has the UNDP done so as to streamline the PMU and implementation identified in the mid-term evaluation?
- Has the programme **managed risks effectively**?
- Was the programme **effective in focusing on resilience** and guiding the **shift from humanitarian to development**?
- What are the **key determinants of resilience** in Area C and East Jerusalem, based upon the adjusted approach?
- How were the CRDP's interventions **different from other instruments** operating in Area C and EJ? How could the programme be further **developed to complement other actors** in Area C and East Jerusalem?
- To what extent has the programme been effective in **avoiding duplication of funding**? How has coordination with different actors contributed to this?
- Do the main stakeholders of the CRDP have appropriate indicators with clear targets at all levels for a possible new phase?

The above questions may be amended at a later stage and upon consultation with the relevant stakeholders.

5. METHODOLOGY & DURATION

In line with UNDP's M&E guidelines, the independent evaluation is expected to:

Key tasks	Indicative duration
Review all documentation related to the programme, including the existing literature, the refocused Programme Document (adjusted approach), annual work plans, progress reports, agreements, concept notes, previous assessments and knowledge products.	1 week
Collate all necessary data , including from sources other than UNDP/PAPP such as CRDP's Donors strategy reports, decisions, agreements and any other relevant assessments	
Interview key actors and stakeholders , including UNDP/PAPP staff, relevant government institutions, civil society organizations, implementing partners, academic institutions, beneficiaries, community focus groups, international development agencies, donors/development partners and UN agencies	2 weeks
Draft a comprehensive evaluation report (in English).	2 weeks
Total expected duration	5 weeks

Team leader or person assigned will be responsible for supervising, directing, coordinating and ensuring quality assurance with other relevant UNDP staff members prior and during the study.

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6. DELIVERABLES

- An **evaluation inception report**, totaling 10 pages plus annexes, which outlines the methodology as well as proposed schedule of tasks and activities (including list of meetings).
- **PowerPoint graphical presentation** to UNDP, MOFAP and Donors before issuing the draft report.
- A **draft evaluation report**, totaling 25 pages plus annexes, with an executive summary of not more than 5 pages describing key findings and recommendations. The incumbent will prepare a PPP on methodology, key findings and recommendations, and will be expected to present the (draft) review during stakeholder meetings.
- A **final report**, not exceeding 30 pages plus annexes should be delivered. The report should contain as mentioned in the draft report, as well as statistics (visual graphics, diagrams and maps) showing to the extent possible, volume and percentage how CRDP donor funding has been utilized in Area C and East Jerusalem.

7. RESPONSIBILITIES OF UNDP:

The contract will be made by and with UNDP/PAPP. The work will be facilitated by UNDP. Payments will be made after approval of UNDP.

8. EVALUATION ETHICS

Evaluations in UNDP shall be conducted in accordance with the principles outlined in the UNEG "Ethical Guidelines for Evaluation".

9. PAYMENT TERMS:

Payments are based upon output, i.e. upon delivery of the services specified in the TOR:

Milestone	% Payment	Target Date
Upon satisfactory Completion of the Inception Report	25 %	Please advise
Upon Satisfactory Completion of the Evaluation Report	75%	Please advise

Feedback on the outputs will be made within two weeks after the submission is made by the Consulting firm.

All payments will be issued upon certification by the UNDP/CRDP Programme Manager. Payments are based upon output, i.e. upon delivery of the services specified in the TORs.

10. COMPOSITION AND PROFILE OF THE TEAM (EXPERIENCE & QUALIFICATIONS)

A team of two consultants (International and local) is needed to complete the study:

- The Team leader shall have the following minimum requirements:



- Postgraduate degree in public administration, development studies or related fields;
 - Proven experience (at least 10 years) in managing and/or planning large scale and multi-sectoral projects;
 - Minimum five (5) years' experience in results based management and evaluation of large scale and multi-sectoral projects;
 - Experience in policy research and planning;
 - Proven experience in management issues;
 - Excellent oral and written communication skills in English; Arabic is an asset;
 - Solid analytical and conceptual skills and the ability to think creatively; and,
 - Knowledge of the local context (culture, politics, and geography), with knowledge of Area C and East Jerusalem being an asset.
- The second expert shall have the following minimum requirements:
- Postgraduate degree in economic development or related field;
 - Proven experience (at least 5 years) in managing and/or planning large scale and multi-sectoral projects;
 - Minimum three (3) years' experience in results based management and evaluation of large scale and multi-sectoral projects;
 - Experience in conducting economic policy research is an asset;
 - Proven experience in management issues;
 - Excellent oral and written communication skills in English and Arabic;
 - Solid analytical and conceptual skills and the ability to think creatively; and,
 - Knowledge of the local context (culture, politics, and geography), with knowledge of Area C and East Jerusalem being an asset.

11. TECHNICAL PROPOSALS

The technical proposal shall describe the approach and methodology that will be applied by the consulting firm to meet the objectives and scope of the assignment and shall include the following:

- a) The methodology.
- b) The suggested work-plan.
- c) Description of tools that will be used and provided.
- d) Company Profile including description of company facilities and resources.
- e) List of relevant projects undertaken within the last two years.
- f) Contact of three previous clients that can be used for reference purposes to whom similar services has been provided and completed.
- g) Profile of experts included in the plan. A matrix should be provided to show which expert will work on what activities and for what duration.
- h) CVs of the experts who will participate in conducting the assignment.

The proposal shall be valid for a minimum of 120 days from the date of bid closing and shall be duly signed by the official representation of the consulting firm and stamped.



12. FINANCIAL PROPOSALS

The offeror is asked to prepare the Price Schedule in **US Dollars** to be provided in a separate envelope from the rest of the RFP. The financial proposal shall specify a total lump sum amount all-inclusive for the provision of the requirement.

The lump sum amount shall be broken down to show the following level of detail:

- Daily rates of staff
- Administrative costs
- Overhead and profit
- Man rate per hour
- Cost of workshops
- Any other applicable costs

13. EVALUATION

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposals prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score (70%) in the evaluation of the technical proposals. The technical proposals are evaluated on the basis of their responsiveness to the Terms of Reference (TOR).

Technical Proposal Evaluation		Points obtainable
1	Expertise of Firm /Organization	20
2	CVs of the experts	30
3	Evaluation Plan including key milestones.	20
4	Methodology	30
Total		100

The evaluation form for the technical proposals follows. The obtainable number of points specified for each evaluation criterion indicates the relative significance of weight of the item in the overall evaluation process.

Technical Evaluation Criteria			Weight	Points
FORM 1	Expertise of Firm /Organization		20	
	A	Does the Company Profile reflect the requirements of the TOR?		5
	B	Do projects undertaken within the last 2 years relate to the TOR? (Minimum 2 years' experience in provision of similar services to TOR)		5
	C	Quality of References provided by 3 previous clients		5
	D	Quality of examples of Evaluation methods		5
FORM 2	Staffing Plan		30	
	A	Is overall staffing plan sufficient to undertake TOR?		5
	B	Are profiles of each staff adequate to undertake TOR?		5

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Technical Evaluation Criteria			Weight	Points
	C	Team Leader		7
	D	Second Expert		13
FORM 3	Evaluation Plan including key milestones		20	
	A	Evaluation plan clearly demonstrates what will be undertaken at each phase		10
	B	Project will be completed within the time specified in the TOR?		10
FORM 4	Methodology		30	
	A	Clearly illustrates how the evaluation will be conducted to cover all required elements		10
	B	Clearly illustrates how data will be collected		10
	C	Clearly illustrates how each activity will be evaluated to insure that the overall evaluation covers all project components		5
	D	Clearly illustrates how the final report will be developed and finalized.		5
TOTAL			100	

In the Second Stage, the price proposal of all Offerors, who have attained the minimum 70% score in the technical evaluation will be opened and evaluated.

14. AWARD OF CONTRACT

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without incurring any liability to the affected applicant or any obligation to inform the affected applicant or applicants of the ground for the UNDP's action.

The UNDP procuring entity will award the Contract to one offeror, who submits the first lowest Price Quote amongst the technically responsive offers.

Only proposals that achieve above the minimum of 70% on the substantive presentation shall be reviewed for competitiveness of fees.

Annexes to this Request for Proposal:

Form for Submission of Proposal (Annex I)

General Terms and Conditions / Special Conditions (Annex II)



Annex I

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery²)

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Khaled:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date] , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following :

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. ;
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes



B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide :

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

**This shall be the basis of the payment tranches*

E. Cost Breakdown by Cost Component [This is only an Example]:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				

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a . Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

[Name and Signature of the Service Provider's Authorized Person]

[Designation]

[Date]



Annex II

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award



thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/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 the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 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, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP 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.

11.3 At the request of the UNDP; 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 the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 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 the UNDP, shall be



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

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and 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:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 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,

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

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.



- 13.3** 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 the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** 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.
- 13.6** 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.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

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- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The



decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order 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 Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 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, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs 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 United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR



- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers 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.
- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged 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 appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle

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UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

- 22.2** The UNDP 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.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this 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 this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.