

United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الانمائي / برنامج مساعدة الشعب الفلسطيني



*Empowered lives.
Resilient nations.*

RFQ-2015-174

INSTITUTIONAL CONTRACT

Jerusalem, 21 September 2015

Contract entered into between the United Nations Development Programme/Programme of Assistance to the Palestinian People (UNDP/PAPP) (hereinafter referred to as UNDP) and **M/s Riyada Consulting and Training** (hereinafter referred to as the Contractor) in order to perform services in respect of **the Provision of External Evaluation**.

Contractor Name

Attention Ms. Shuaa Marrar,
Director General
Riyada Consulting and Training
Ramallah, Tireh, Salah Eddin St., Bldg. # 33
P.O. Box 1598, Ramallah
Cellular: 0599-774-101
smarrar@riyada-consulting.com
Tel: 298-5525

1. Work Assignment

The Contractor shall provide the required services as per **Tender reference number RFQ-2015-174** dated **12 August 2015** issued by UNDP and Contractor's offer dated **27 August 2015**.

The Contractor shall commence the performance of the Services within **seven (7) calendar days** from the date on which she shall have been received the notice to commence, and shall complete the Services within **Six (6) Calendar Weeks** of such commencement but not later than **15 November 2015**, unless sooner terminated under the Terms of this Contract.

This Contract is subject to UNDP General Terms and Conditions of Professional Services available on PAPP site (<http://www.ps.undp.org/content/papp/en/home/operations/procurement.html>).

2. Consideration

As full consideration for the services performed by the Contractor under the terms of this contract, the UNDP shall pay the Contractor upon (i) presentation of an official zero VAT invoice and (ii) certification by the **Programme Manager** that the services have been satisfactorily performed:

- (a) A total not to exceed fee of **US\$ 9,791 (nine thousand, seven hundred and ninety one US Dollars only lump sum all inclusive)** VAT excluded.

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- (b) Where two currencies are involved, the rate of exchange shall be the official rate applied by the UNDP on the day the UNDP instruct its Bankers to effect the payment(s);
- (c) The fee is payable in installments upon certification of satisfactory performance at each phase as follows:

Phase	Description	Payment
1	Approved Inception report	25%
2	Approved Final Evaluation report	75%

- (d) All payments will be made within 30 days of certification of satisfactory performance by the **Programme Manager**.

3. Security

- 3.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 3.2 The Contractor shall:
- put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
 - assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.
- 3.3 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 3.1 above.

4. Audit and investigations

- 4.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

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

5. Anti-terrorism

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

I acknowledge that I have read and accept the conditions attached.

AUTHORIZING OFFICER:
United Nations Development Programme

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

Signature: _____

Date: 21/9/2015

CONTRACTOR:
For Riyada Consulting and Training

Shuaa Murra
Director General

Signature: _____

Date: Sept. 22, 2015



Riyada
Consulting and Training
للاستشارات والتدريب