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RFQ-2017-196

**REQUEST FOR PROPOSAL (RFP)**

DATE: October 6, 2017

REFERENCE: RFQ-2017-196

We kindly request you to submit your Proposal for **Evaluation of Legal Clinics Inside Law Schools in the Palestinian Universities.**

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before **Monday, October 16, 2017** to the email address below:

**[quotation.papp@undp.org](mailto:quotation.papp@undp.org)**

**Please refer to Annex 1 for procedure on Electronic submission of the proposals (by email)**

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.

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/>



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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](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





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**Annex 1**  
**Description of Requirements**

Context of the Requirement	UNDP/PAPP seeks the services of an evaluation firm to identify any changes resulting from Sawasya I programme intervention in relation to legal clinics inside law schools and measure the magnitude of the change in both qualitatively and quantitatively using indicators in Sawasya I programme. Thus, the evaluation will report what extent the objective/outputs/activities have been achieved against the results and resources framework, and identifying factors that have hindered or facilitated the success of the project.											
Implementing Partner of UNDP	Palestinian Universities.											
Brief Description of the Required Services	<b>Evaluation of Legal Clinics Inside Law Schools in the Palestinian Universities .</b> <i>A detailed TOR is attached under Annex 2</i>											
List and Description of Expected Outputs to be Delivered	Please refer to the TOR attached under Annex 2											
Person to Supervise the Work/Performance of the Service Provider	SAWASYA II Chief Technical Specialist and programme management team.											
Frequency of Reporting	Weekly											
Progress Reporting Requirements	Among others, Activities made, partners involved, challenges, expected activities.											
Location of work	West Bank & Gaza											
Expected duration of work	6 weeks											
Target start date	Depending on date of contract signature											
Latest completion date	Depending on date of contract signature											
Travels Expected	<table><tr><th>Destination/s</th><th>Estimated Duration</th><th>Brief Description of Purpose of the Travel</th><th>Target Date/s</th></tr><tr><td>Gaza Strip</td><td>1 Week</td><td>Field visits and interviews with key stakeholders</td><td>Depending on date of contract signature.</td></tr></table>				Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	Gaza Strip	1 Week	Field visits and interviews with key stakeholders	Depending on date of contract signature.
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Gaza Strip	1 Week	Field visits and interviews with key stakeholders	Depending on date of contract signature.									
Special Security Requirements	<input checked="" type="checkbox"/> Security Clearance from UN prior to travelling <input checked="" type="checkbox"/> Completion of UN’s Basic and Advanced Security Training <input checked="" type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>											
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Office space and facilities <input checked="" type="checkbox"/> Land Transportation <input type="checkbox"/> Others <i>[pls. specify]</i>											



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Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> <b>United States Dollars</b> <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency
Value Added Tax on Price Proposal	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days  <p>In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.</p>
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted [pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]
<b>Method of submission of Electronic proposals</b>	<p>Electronic submission of the proposals (by email) via the following <b>procedure</b>:</p> <ol style="list-style-type: none"> <li>1. Ensure that the proposal is signed and in the .pdf format, and free from any virus or corrupted files.</li> <li>2. Ensure you send the proposal to the email address stated below.</li> <li>3. Ensure emails containing the technical &amp; financial proposals <b>(technical proposal should be separate from financial proposal)</b> are received at the designated email address (stated below) on or before the deadline for submission indicated above. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation (this also applies whether one or both of the emails are received late)</li> <li>4. The designated email address for sending the proposal emails to is <b>: quotation.papp@undp.org</b></li> <li>5. Single Email size (with attachments) should not exceed 10 MB;</li> <li>6. Other Conditions and Procedures for electronic submission:</li> </ol> <p>Official Address for e-submission: quotation.papp@undp.org          Free from virus and corrupted files          Max. File Size per transmission: 10 MB          Max. No. of transmissions per bidder : the least possible          No. of copies to be transmitted : one</p>



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	subject of email : RFQ-2017-199 – title ... Virus Scanning Software to be Used prior to transmission: as available.														
Payment Terms <sup>1</sup>	<table border="1"> <thead> <tr> <th>%</th><th>Milestone</th><th>Amount</th></tr> </thead> <tbody> <tr> <td>20%</td><td>Upon signing contract</td><td>Depending on contract's amount</td></tr> <tr> <td>30%</td><td>Following submission of the first draft of evaluation report to UNDP/PAPP</td><td>Depending on contract's amount</td></tr> <tr> <td>50%</td><td>Following submission and approval by UNDP/PAPP of the final evaluation report.</td><td>Depending on contract's amount</td></tr> </tbody> </table>			%	Milestone	Amount	20%	Upon signing contract	Depending on contract's amount	30%	Following submission of the first draft of evaluation report to UNDP/PAPP	Depending on contract's amount	50%	Following submission and approval by UNDP/PAPP of the final evaluation report.	Depending on contract's amount
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	SAWASYA II Chief Technical Specialist and programme management team														
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> <b>Institutional Contract</b> <input type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) <input type="checkbox"/> Other Type of Contract [pls. specify]														
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> <b>Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</b> <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.														
Criteria for the Assessment of Proposal	<b>Technical Proposal (70%)</b> <input checked="" type="checkbox"/> Expertise of the Firm 20% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30% <input checked="" type="checkbox"/> Evaluation Plan including key milestones 20% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 30%  <b>Financial Proposal (30%)</b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.														
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider who obtains the highest Total Combined Score on his/her Proposal (based on combined scoring method) <input type="checkbox"/> One or more Service Providers, depending on the following factors :														

<sup>1</sup> UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.



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Annexes to this RFP	<input checked="" type="checkbox"/> Detailed TOR (Annex 2) <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4) <sup>2</sup> <input checked="" type="checkbox"/> Others [pls. specify]
Contact Person for Inquiries (Written inquiries only) <sup>3</sup>	<p>The Procurement Analyst  <b>Proc5.papp@undp.org</b>            Tel: 02-6268200</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p> <p>Deadline to receive enquiries: <b>10 October 2017</b>. No inquiries will be accepted after <b>this date</b>.</p> <p>Answers will be documented and sent to all invited bidders on <b>12 October 2017</b>.</p>
Other Information [pls. specify]	N/A

<sup>2</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>3</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.





**Annex 2**  
**TERMS OF REFERENCE**  
**Evaluation of Seven Legal Clinics Inside Law Schools in Palestine**

Project Title	Evaluation of Legal Clinics Inside Law Schools in the Palestinian Universities
Project reference number	PAL10 - 105165
Project duration	6 weeks
Execution Agency	UNDP/PAPP
Project Counterpart	Seven Palestinian universities

**1. Background:**

In 2011, UNDP Access to Justice Programme supported the establishment of legal clinics inside law schools of seven Palestinian Universities, both in the West Bank and Gaza. This support was maintained through the joint UNDP/UNWomen programme 'Sawasya' over the course of 2014-2017. The clinical legal education projects serve two distinct purposes: to contribute to the development of the legal profession by offering practical legal skills training for law students and to develop a culture of social justice amongst a new generation of lawyers, through offering exposure to legal aid service provision and outreach to vulnerable members of society. The clinical legal education exposed law school students to the practical application of law and put them in the position of using their legal knowledge to respond to real-life issues and problems.

Some clinics accredited legal curriculum and adopted accreditation hours on legal aid. Legal clinics inside law schools provided students with opportunities to acquire practical knowledge through the organisation of intensive capacity courses and thematic lectures, such as lawyering skills, negotiation, communication skills, commercial law, family law, procedural law, public interest law and labour law. Law students were involved in client intake and documentation. The client documentation was revised by a qualified lawyer, corrected and sent back to the students who communicate the consultation to the client. Students were also required to conduct research, awareness-raising activities and engage with the public directly under the supervision of both the clinic coordinator and a lawyer.

The Sawasya II programme is commissioning an evaluation to assess the impact, effectiveness, efficiency, sustainability and relevance of the clinical education interventions in seven Palestinian universities. The evaluation results will inform and influence the future work of the Sawasya II Programme in relation to law schools in Palestine.

**1. Project results**

Throughout the project, several results were achieved including, inter alia, the following:

- Legal aid provided to vulnerable people on several legal issues.
- Law students in Palestinian universities have been trained on several topics in law.
- Awareness raising sessions were implemented to vulnerable groups with low level of legal literacy.
- Access to legal aid by vulnerable people has been supported.

To this end, UNDP/PAPP seeks the services of an external evaluation firm to carry out the project evaluation in accordance with the below scope of work.

**2. Purpose of Evaluation**

The purpose of the evaluation is to identify any changes resulting from Sawasya I programme intervention in relation to legal clinics inside law schools and measure the magnitude of the change in both qualitatively and quantitatively using indicators in Sawasya I programme. Thus, the evaluation will report what extent the objective/outputs/activities have been achieved against the results and resources framework, and identifying factors that have hindered or facilitated the success of the project.



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### 3. Scope of the evaluation

The evaluation firm shall employ the following evaluation criteria in carrying out his/her assignment: The evaluation must take account of the following criteria; relevance/appropriateness, effectiveness, efficiency, impact and sustainability, partnership, Monitoring and Evaluation and lessons learned. Gender dimension should be clearly addressed.

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

#### A. Relevance/appropriateness

- To what extent the legal clinic funded projects is relevant to the legal clinics project with the needs, strategies and targets of stakeholders including students, universities, civil society, civil society organizations, and Palestinian Bar Association.
- To what extent the legal clinic funded projects is relevant to the programme document of SAWASYA.
- To what extent law school clinics focused on strengthening access to justice to Palestinian people and responsive to justice problems in Palestine?
- To what extent the legal clinics projects mainstreamed gender?

#### B. Effectiveness

- Were the legal clinic projects perceived as being effective by relevant stakeholders, including students, beneficiaries and other legal aid service providers?
- To what extent results made by the project met milestones and targets of performance indicators set at the outset of the project.

#### C. Efficiency

- Were legal aid cases being handled in an effective and efficient manner?
- Were the project activities a good use of resources, consistent with the long-term objectives of the program to effect positive change?
- Has the legal clinic funded projects defined criteria for selecting law school students and beneficiaries of legal aid services in accordance with its objectives? If these exist, have they been applied consistently?

#### D. Impact and Sustainability

- Do the law schools succeed to incorporate and initialize the clinical legal education subjects into law degree curricula?
- Was there any correlation between the quality of graduating law students and participation in clinical legal education courses at university?
- Did the clinical legal education add value to students experience and employability?
- Was there any risk analysis to ensuring sustainability of the project outcomes and results (i.e Palestinian ownership, financial, institutional capacity).

#### E. Partnership

- What role can PBA play to provide technical training placement opportunities of law school students outside the university?
- Was there any linkage established between clinics inside law schools and other legal service providers in terms of collaboration on casework, referring cases to other clinics or taking case referrals, joint activities amongst clinics?
- Were partnered universities involved in the consultations and the project designing?

#### F. Monitoring and Evaluation and lessons learned

- What are the main challenges faced by legal clinics in the process of projects implementation?





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- What are best practices of university legal aid clinic partners in relation to case management, intake and referrals, legal information, complaint handling, quality assurance and monitoring and evaluation?
- Did the project Identified threats/risks to project success that emerged during implementation and strategies implemented to overcome these threats/risks.
- Did the development of legal clinics inside law schools inform the research and policy agendas? (policy-focused consultation and research work) to address obstacles to access justice and possible solutions to justice problems in Palestine.
- What positive and/or negative effects (intended/unintended) were produced by the project's intervention?
- Were beneficiaries or others being harmed as a result of the project?
- Do legal clinics have a set of performance indicators, baseline, milestones and targets. And whether data collection mechanism is clearly identified.
- To what extent Project oversight is solid and engagement of UNDP is active.

The above questions will be further finalized in an inception report upon consultation with relevant stakeholders.

#### 4. Deliverables

The evaluation team will submit two reports to the Sawasya II Programme Technical Specialist and the management team of the programme in Palestine.

- **Inception report):** Following the desk review and prior to beginning field work, the evaluation team should produce an inception report subject to approval by UNDP. This report will detail a draft work plan with a summary of the primary information needs, and the methodology to be used (description of how data will be collected, sampling framework, and data sources). The inception report should highlight the strategy for addressing the analysis of additionality and efficiency. This includes reviewing the type and detail of data available for analysis, the analytical approach selected, and a justification for that approach.
- **Power point presentation:** a briefing to UNDP team should be done before drafting the final evaluation report.
- **Draft final report:** A draft report should be submitted to the Technical Specialist and the management team, who will review and provide feedback to the evaluation team by 10 October 2017.
- **Final report:** A final report should be submitted to the Technical Specialist and the management team, with the evaluation team having addressed UNDP's comments as appropriate.

The final evaluation report must systematically review the programme, offering factual evidence, analysis of activities and synthesis of all information received for purposes of conclusion/recommendations. It should also refer all the sources used to draw conclusions and make recommendations. A final report offering a mere repetition of facts and activities will not be approved.

#### The evaluation report should consist of:

- Executive summary, including recommendations
- Table of contents
- Methodology
- Main findings
- Conclusion and recommendations
- Lessons Learned
- Appendices, to include evaluation terms of reference, a record of interviews and focus groups conducted and a bibliography.

#### 5. Methodology/Approach of the Evaluation



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The evaluation should review all aspects of the previous partnership projects implemented by law schools and funded by Sawasya I Programme in the West Bank and the Gaza Strip.

The evaluation firm shall undertake the evaluation through the following five main steps:

- **Desk Study and Document Review:** The evaluation team shall examine all related project documents implemented by law schools in Palestine funded by Sawasya programme, law schools' narrative reports, grant agreements, proposals, Sawasya programme prior evaluation, donor reports, and any other relevant materials.
- **Field Visits** to study the work of seven legal clinics at universities.
- **Stakeholder Interviews**, including interviews with key legal clinic staff (coordinators and lawyers), dean of faculties of law, and law school students and other beneficiaries who received services through the legal clinics.
- **Beneficiary focus groups and surveys**, including at least 14 focus groups (2 per university) and 150-200 individual surveys by phone or in person with law school students and other beneficiaries.
- **Case Studies** including at least 10 case studies with law school students and other beneficiaries who have experienced positive/negative outcomes through interventions by legal clinics.

Additionality: The evaluation should assess whether there were any measurable results/changes in the lives of project beneficiaries (law school students and other beneficiaries) that are directly attributable to project interventions. Outcomes and additionality should be quantitatively assessed as far as possible, using methods specified by the evaluation team and agreed to by UNDP. Qualitative methods are also encouraged and should demonstrate whether outcomes are grounded in the context of the intervention as well as providing an explanation of why and how the project affects change.

## 6. Duration of the assignment

The evaluation firm is expected to complete the assignment in 8 weeks as per the below timeline:

Action	Timeframe (Days)
Step1: review of documentation (home-based) and developing the inception report.	1 week (5 working days)
Step 2: Field visits and interviews with key stakeholders	2 weeks (10 working days)
Step 3: follow-up inquires and development of draft product.	1 week (5 working days)
Step 4: Validation workshop to stakeholders and review the drafts and submit comments to the evaluation firm.	1 week (No action needed from the evaluation firm)
Step 5: Finalize an evaluation report with clear recommendations and lessons learnt document that reflect comments (home-based)	1 week (5 working days)
<b>Total duration</b>	<b>6 weeks (25 working days) after receiving UNDP/PAPP's approval</b>



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## 7. Team composition and qualification

The consultancy firm should have proven experience in implementing at least 3 similar assignments during the last 3 years and should be able to deploy specialized international or local experts for carrying out this assignment. Evaluation team should provide their own computer and communications equipment. Interested evaluation firm should formulate an evaluation team with following minimum requirements:

**Team leader:** one National/International expert (based in Gaza or the West Bank) with a postgraduate degree in law, human rights, social sciences or any related field and with the following working experience:

- At least 10 years of progressive experience of legal/policy, legal research, human rights and protection principles issues in Palestine
- Proven experience in monitoring and evaluation and results based management.
- Prior experience in Palestine.
- Proven experience in justice systems and the development of the rule of law in humanitarian and development contexts.
- Experience and familiarity with the logical framework approach
- Familiarity with the UNDP system and UN joint programmes is an advantage
- Solid analytical and conceptual skills and the ability to think creatively.

**Field expert:** Two national field experts (one in the West Bank and one in the Gaza Strip) with Master's degree or equivalent in law, human rights, social sciences or any related field with experience in research, project planning, implementation, monitoring and Evaluation coupled with the vast knowledge and experience in project evaluation and field work, with the following working experience

- At least 6 years of progressive experience of legal/policy, legal research, human rights and protection principles issues in Palestine
- Proven experience in justice systems and the development of the rule of law in humanitarian and development contexts.
- Substantive knowledge of UNDP programming tools for planning, monitoring and evaluation Practice Areas, Particularly justice desirable.

Both the experts should ideally have the following competencies and attribute: Expertise in:

1. Capacity building and strengthening institution.
2. Policy framework strengthening/mainstreaming.
3. Good knowledge of the UNDP/Evaluation policy.
4. Experience applying UNDP Results based Evaluation Policies and Procedures.
5. Good knowledge of the UNDP Guidelines and Procedures.
6. Knowledge of Results-based Management Evaluation methodologies.
7. Knowledge of participatory monitoring approaches.
8. Experience applying SMART indicators and reconstructing or validating baseline scenarios.
9. Demonstrable analytical skills.

Competency in the following is required:

1. Excellent oral and written communication skills in English and Arabic.
2. Proven record in high quality English writing
3. Demonstrated ability to assess complex situations in order to succinctly and clearly distil critical issues and draw forward looking conclusions.
4. Excellent facilitation skills.

## 8. Duty Station

The evaluation assignment should cover seven law schools in the West Bank and the Gaza strip. Therefore, the evaluation team should include minimum one team leader and two field experts to accomplish the work in the West



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bank and the Gaza Strip.

### 9. Reporting

The evaluation firm will report to SAWASYA II Chief Technical Specialist and programme management team. The evaluation firm in consultation with SAWASYA II Chief Technical Specialist will provide support to the development of the evaluation work plan.

### 10. Payment modalities and specifications

Evaluation firm will be contracted by UNDP and remunerated according to UNDP standard rates for consultancy and in line with the level of their experience and expertise. The contract will be output-based and payment issued only upon delivery of satisfactory outputs.

%	Milestone	Amount
20%	At contract signing	Depending on contract's amount
30%	Following submission of the first draft to the UNDP/PAPP	Depending on contract's amount
50%	Following submission and approval by UNDP/PAPP of the final evaluation report.	Depending on contract's amount

### 10. Application Process

Interested evaluation firm are required to submit a proposal and relevant Curriculum Vitae that demonstrates the qualification, skills, experience and track record to deliver the services required and that reflects and understanding of key issues relating to the scope of work. Please also provide three contactable references.

The preferred service provider will be selected based on the experience and qualifications expressed in the offer and joint technical and financial proposal submitted.

## 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:

- The methodology.
- The suggested work plan.
- Description of tools that will be used and provided.
- Company Profile including description of company facilities and resources.
- List of relevant projects undertaken within the last two years.
- Contact information for two previous clients for reference purposes to whom similar services has been provided and completed.
- 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.
- CVs of the experts who will participate in conducting the assignment.

The proposal shall be valid for a minimum of 90 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



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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
- 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
<b>Total</b>		<b>100</b>

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 2 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
	c	Team Leader (minimum post-graduate degree & 10 years relevant experience)		8
	d	Field expert previous experience and level of education (minimum post-graduate degree & 6 years relevant experience)-based in West Bank		6
	e	Field expert previous experience and level of education (minimum post-graduate degree & 8 years relevant experience)-based in Gaza		6
FORM 3	Evaluation Plan including key milestones		20	
	a	Evaluation plan clearly demonstrates what will be undertaken at each phase		10



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Technical Evaluation Criteria			Weight	Points
	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
	<b>TOTAL</b>		<b>100</b>	

**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 obtains the highest Total Combined Score on his/her Proposal (based on combined scoring method)**

The formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

**TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

**FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

(TP Rating) x (Weight of TP, 70%)

+ (FP Rating) x (Weight of FP, 30%)

**Total Combined and Final Rating of the Proposal**





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**Annex 3**  
**FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>4</sup>**  
***(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>5</sup>)***

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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, contract 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.

**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.*

<sup>4</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>5</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes



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**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\***

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

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

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

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

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



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#### **Annex 4**

##### **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



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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,



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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,



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**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 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



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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.



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- 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 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.