



REQUEST FOR PROPOSAL(RFP)

SUBJECT: Provision of services to prepare Green House Gases (GHG) Emission Inventory and the Mitigation chapters of Palestine's Initial National Communication Report (INCR)

Date: 23 April 2014
Reference: RFP-2014-118

Dear Sir / Madam:

We kindly request you to submit your Proposal for the provision of services under subject. Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted **on or before 21 May 2014 at 3 p.m.** (Jerusalem time) via courier mail to the address below, marked as follows:

United Nations Development Programme

4A Ya'qubi Street, P.O. Box 51359, Jerusalem

Tel: +972 (2)-626-8200

Attn. Mr. Khaled Shahwan, Deputy Special Representative (Operations)

"RFP-2014-118: Provision of services to prepare GHG Emission Inventory and the Mitigation chapters of Palestine's Initial National communication Report (INCR)"

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.

Your Proposal must be expressed in **English**, and valid for a minimum period of **120 days**.

Your proposal shall comprise of a financial proposal_ in hard copy in a closed envelope_ in addition to two electronic copies of your technical proposal, including all supporting documents.

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

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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/procurement/protest.shtml>.

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





Annex 1

DESCRIPTION OF REQUIREMENTS

Context of the Requirement	Provision of services to prepare Green House Gases (GHG) Emission Inventory and the Mitigation chapters of Palestine's Initial National communication Report (INCR) as part of the project of enhancing the capacities of the Palestinian Authority in mainstreaming environment and climate change in Palestine.
Implementing Partner of UNDP	N/A
Brief Description of the Required Services	Please see Annex 2 for detailed Terms of Reference
List and Description of Expected Outputs to be Delivered	Please see Annex 2 for detailed Terms of Reference
Person to Supervise the Work/Performance of the Service Provider	UNDP Project Manager/Climate Change
Frequency of Reporting	Monthly Progress Reports
Location of work	Exact Address: Ramallah Environment Quality Authority office with possible travel to the West Bank and the Gaza Strip. And At Contractor's Location
Expected duration of work	12 Months
Target start date	June 2014
Latest completion date	May 2015
Special Security Requirements	Comprehensive Travel Insurance
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Office space and facilities
Implementation Schedule indicating breakdown and timing of activities/sub-activities	Required
Names and curriculum vitae of individuals who will be involved in completing the services	Required
Currency of Proposal	United States Dollars



Value Added Tax on Price Proposal	must be exclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (Counting for the last day of submission of quotes)	120 days 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.			
Partial Quotes	Not permitted			
Payment Terms	Outputs	Percentage	Timing	Condition for Payment Release
	Approval of the inception report, kick off meeting and the inception workshop.	20%	15 July, 2014	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
	After submission the first draft of the GHG inventory chapter and conducting the training	20%	1 December, 2015	
	After submission of the first draft of the mitigation chapter	20%	February 2015	
	After organizing National and thematic workshops to discuss the findings	10%	March 2015	
	After submitting the accepted final version of the two chapters	30%	May 2015	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP Project Manager/Climate change			

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Type of Contract to be Signed	Professional Service Contract
Criteria for Contract Award	<p>Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</p> <p>In addition, 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.</p>
Criteria for the Assessment of Proposal	<p><u>Weight of Technical Proposal (70%)</u></p> <ul style="list-style-type: none"> ✓ Expertise of Firm - 30% ✓ Proposed Work Plan and Approach - 30% ✓ Personnel - 40% <p><u>Weight of Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	One and only one Service Provider
Annexes to this RFP	<p>Detailed Terms of Reference (Annex 2)</p> <p>Form for Submission of Proposal (Annex 3)</p> <p>General Terms and Conditions / Special Conditions (Annex 4)</p>
Contact Person for Inquiries (Written inquiries only)	<p>proc3.papp@undp.org Fax: +972 (2) 626 8222</p> <p>Any request for clarification related to this RFP should be submitted in writing to the above email or fax no later than 4 May 2014. Answers to any clarifications received will be posted on 7 May 2014 on http://www.ps.undp.org/content/papp/en/home/operations/procurement.html</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>

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Proposal Submission:	<p>Technical proposal: Two (2) electronic copies of all files related to the technical proposal, including all supporting documents, and shall be presented on Two (2) CDs.</p> <p>File format for the Electronic copy: PDF (Portable Document Format)</p> <p>Financial Proposals : One (1) printed and signed original copy in a separate sealed envelope.</p> <p>The envelope of the financial proposal and the two CDs shall be sealed in one outer envelope marked as instructed in the first page of this RFP.</p>
Validation Interview with the successful firm before contract award	<p>UNDP may interview the potential successful firm before contract award, as to verify accuracy and authenticity of its submitted proposal, including interviewing the proposed project team members/ key staff as to verify their qualifications and expertise. In this regard, and in case UNDP finds out that the interviewed firm does not meet/fulfill the requirements of the ToR or had serious deviations from its submitted proposal, then UNDP has the right, and may choose, not to award the contract to the evaluated firm offering the highest combined score, and proceed to interview the evaluated firm offering the second highest combined score.</p>



Annex 2

TERMS OF REFERENCE (ToR)

Project Title: Enhancing the capacities of the Palestinian Authority in mainstreaming environment and climate change in Palestine.

Project No.: PAL10-00082361

Subject: RFP for the provision of services to prepare Green House Gases (GHG) Emission Inventory and the Mitigation chapters of Palestine's Initial National communication Report (INCR).

Period of assignment: 12 Months

Duty Station: Ramallah (Environment Quality Authority - EQA) office with possible travel to the West Bank, Jerusalem and the Gaza strip

1. BACKGROUND

UNDP in cooperation with the Environment Quality Authority (EQA) has initiated a new climate change project to develop the capacity of Palestinian institutions in mainstreaming environment and climate change. The project is funded by the Government of Belgium and throughout the project, the initial national communication on climate change including greenhouse gases inventory and mitigation chapters will be prepared and the capacity of the Palestinian institutions will be assessed and further enhanced to be able to mainstream the environment and the climate change in the National Development Plans including policies, plans and projects.

Although Palestine is not Party to the Convention and not obligated to submit national communications, State of Palestine believes that preparing a national communication along following the Inter-governmental Panel on Climate Change (IPCC) guidelines will help understand the situation with regard to climate change challenges in Palestine and will help to chart a policy and a road map to tackle the climate change threats in a more consistent and sustainable manner.

Preparing and reporting of national GHG inventories can provide a number of benefits to Palestine. This includes providing information useful to economic development assessment and planning, such as: information on the supply and utilization of natural resources and information on industrial demand and production; providing the foundation for emissions trading schemes, evaluating the GHG mitigation options and charting low-carbon development strategy.

Palestine as most of developing countries lacks the resources for the collection, development, analysis and maintenance of important activity data. It is therefore vital to mainstream the GHG inventory process by incorporating it into national development planning such as energy planning, energy security and management and transport planning. This would help improve data collection and management issues. Non-Annex I Parties would benefit immensely by mainstreaming GHG data collection within sectors or agencies that are responsible for data collection, management, archiving and retrieval.



Up to now, Palestine has a very limited experience in GHG assessment, and no practical experience in formulating GHG inventories. This is mainly due to the fact that, Palestine is not a signatory of the United Nations Framework Convention on Climate Change (UNFCCC) but an Observer State only, thus it has no reporting obligations. Some scattered initiatives have been developed, for instance in the energy sector. Palestinian Energy and Environment Research Centre (PEC) has actually developed sectoral strategies for both energy efficiency and renewable source of energy, even though the assessment needs further improvements and the financial mechanisms are not explored.

The Palestinian Central Bureau of Statistics (PCBS) has recently issued a statistical report on air emissions. The main objective of this report is to provide estimates and calculations of air emission in Palestine. The report defines the methodology used to calculate emission of the pollutants: SO₂, NO_x, CO₂, CH₄, N₂O and NMVOC (non-methane volatile organic compounds). This is a very new initiative that is paving the way to a solid GHG inventory.

2. OBJECTIVE

The objective of the consultancy assignment is to undertake comprehensive GHG inventory and assessment of mitigation potential in the source and sinks of the following sectors: Energy, Industrial Processes and Product use (IPPU), Agriculture Forestry and Other land use and Waste. The work of the consultant should be guided by relevant COP decisions and guidance (e.g 17/CP.8). The 2006 IPCC guidelines should be used for the inventory and UNFCCC guidance on mitigation assessment. As a minimum, the reference and sectoral approaches will be applied. The consultant will prepare the GHG emission inventory and the mitigation chapters of Palestine's Initial National Communication Report.

The base year, the tier level and the workflow process will be decided upon in an inception workshop.

3. SCOPE OF WORK

The Required work includes desk studies, field assessments, data collection and analysis, stakeholders consultation, report drafting, trainings, as necessary, to complete the National Greenhouse Gas Emission Inventory and the mitigation assessment of Palestine's Initial National Communication Report. The report should cover West Bank, Jerusalem and Gaza Strip.

The assignment includes the following two main tasks:

Task I: Preparation the GHG Emission Inventory

1. In consultation with the UNDP office, Environment Quality Authority, National Climate Change Committee, Ministry of Agriculture, Palestinian Water Authority, Ministry of National Economy, Industry Union, Ministry of Planning, Ministry of Transportation including General Department



of Metrology, Palestinian Energy Authority, Ministry of Local Government, Solid Waste Joint Service Councils and PCBS, the consultancy firm will establish/modify the ToR and prepare a plan for their engagement in the process of the "National Greenhouse Gas Inventory & GHG Mitigation-Thematic Working Group¹- TWG II" The consultancy firm will provide capacity building opportunities to the team on GHG inventory and on the use of internationally recognized IPCC GHG inventory and modeling tools. The consultant will identify the responsible institutional setup of the body which will take care of future GHG inventory updates and the needs of this body to perform the requested duties;

2. Conduct at least three training workshops on the use of the 2006 IPCC Guidelines for National Greenhouse Gas Inventories, the IPCC Good Practice Guidance and the Good Practice Guidance for Land Use, Land-Use Change and Forestry;
3. Mobilize and deploy international and national team and undertake baseline GHG inventory for Energy, Industrial Processes and Product use (IPPU), Agriculture Forestry and Other land use and Waste sectors and establish data base;
4. Identify data and possible sources of data needed for estimates of GHG emissions. Data collection should be done in close coordination with the INCR team and the Thematic Working Groups (TWGs). This includes identify data to be collected, identify sectors to be analyzed and identify key parameters (base year, timeframe, etc.);
5. Examine GHG activity data, apply the required conversions of units and emissions factors to ensure uniformity and adherence to IPCC guidelines;
6. Input data into IPCC tables and check on consistency and errors,
7. Develop a sustainable process and a software where data is inputted and to be updated in future when data becomes available;
8. Supply its own necessary hardware/equipment to undertake the GHG inventory;
9. Apply Quality Assurance/Quality control (QA/QC) plan and undertake uncertainty assessment;
10. Prepare summary tables, charts and information graphics necessary for presentation of the GHG inventory data;
11. Provide a list of Hardware and software and their specification necessary for effective GHG accounting and web-based data base;

¹ The Palestinian Cabinet of Ministers established the National Committee for the Climate Change (NCCC) and Thematic Working Groups were formed. The NCCC composed of 21 members from Ministries, Authorities, Agencies, Research Centers, NGOs and Private Sector.



12. Make available GHG inventory tools to EQA free of any charge and protection from any form of intellectual property rights. The tools shall include: Data collection via web-based software and database to store all data collected;
13. Draft the GHG chapter, circulate and finalize the report after receiving feedback and comments from the Project Management team and the stakeholders;
14. Describe procedures and arrangements undertaken to collect and archive data for the preparation of national GHG inventories, as well as efforts to make this a continuous process, including information on the role of the institutions involved;
15. Organize a workshop for the presentation and discussion the results obtained from the GHG inventory;
16. Organize and conduct necessary national and thematic workshops at suitable venue/comparable to four star hotel.
17. Prepare a section for "Problems and Constrains" related to GHG inventory.

Task II: Preparation the Chapter of Mitigation Options

1. Preparation for a mitigation assessment:
 - Define key parameters like base years and time frame (should be long-term to reflect economic lifetime and potential for stock turnover of major technologies (e.g. 30-40 years in the energy sector).
 - Conduct GHG projections using the inventory data and development plans.
 - Define Scope (energy demand & supply, agriculture, land-use, forestry, solid waste, ect).
 - Define desired results to help in selecting the areas where efforts should be focused.
 - Select methodologies consistent with data and expertise availability (including aspects of technologies and costs).
 - Define scenarios (at least two: "baseline" and "mitigation").
2. Based on desk review of existing mitigation options in the country and elsewhere and in consultation with relevant stakeholders, the consultant will Identify mitigation options and policy measures relating to energy supply (renewable energy, energy efficiency, etc.), energy demand (promotion of energy conservation, improvement of energy efficiency measures in industries, in the public sector and in the residential sector. Options should be developed for short-term, medium- term and log-term by using the appropriate software (preferably LEAP);
3. Identify mitigation options, policies and measures to promote and/or improve the use of cleaner fuel and efficient management of the national transportation system Options should be developed for short-term, medium- term and log-term by using the appropriate software;



4. Identify mitigation measures for the industrial sector by forecasting the production volumes for the identified technological processes till 2020, analyzing the modern technologies in respect to their GHG emission factors per unit of output and estimating their feasibility (technical, economical, institutional, etc.). Options should be developed for short-term, medium- term and log-term by using the appropriate software;
5. Identify mitigation measures for the agricultural and land use sector relating to the GHG emissions from livestock, field burning, nitrogen fertilization, improvements to farming and animal husbandry methods. Options should be developed for short-term, medium- term and log-term by using the appropriate software;
6. Identify mitigation measures relating to minimizing waste, increasing recycling and improving waste management processes, and potential energy harnessing using landfill gas. Analyze and submit technical recommendations on solid waste processing, including technical and economic justification. Options should be developed for short-term, medium- term and log-term by using the appropriate software;
7. Screen by assigning scores or rankings to mitigation options in order to identify those that need to be included in a more in-depth analysis – develop a screening cost curve for ranking the GHG mitigation options. Possible screening criteria can include:
 - Potential for large impact on greenhouse gases (GHGs).
 - Cost per unit GHG reduced/avoided.
 - Consistency with national development goals.
 - Consistency with national environmental goals, such as:
 - Emissions reduction of local air pollutants
 - Effect on biodiversity
 - Soil conservation
 - Watershed management
 - Indoor air quality, etc.
 - Potential effectiveness of implementation policies.
 - Sustainability of an option.
 - Data availability for evaluation.
 - Institutional considerations such as:
 - Institutional capacity needed (data collection, monitoring, enforcement, permitting, etc.)
 - Political Feasibility
 - Explicability (adaptability to different geographical, socio-economic-cultural, legal, and regulatory settings)
8. After screening, estimate the GHG reduction potential against the baseline scenario, cost of reduction of each measure proposed under GHG mitigation scenarios;
9. Develop National Action Plans (strategies) for the improvements of identified prioritized mitigation options for their respective sectors. The main improvement requirements shall be



identified, including cost analysis, barriers for implementation, assessment of technology options for the different mitigation options, financial support, institutional capacity-building needs to sustain mitigation work, and the related legal and institutional frameworks;

10. Document and archive the studies made;
11. Conduct two training sessions;
12. Liaise and consultant with the GHG inventory consultant and the consultant of technology transfer, research and systematic observation on matters relating to GHG inventories and technology requirements for mitigation;
13. Propose a list of concepts on Clean Development Mechanism (CDM) , Nationally Appropriate Mitigation Action (NAMA) and Nationally Determined Contribution (NDC) according to COP recent guidance;
14. Draft the GHG mitigation chapter along with the respective part of the executive summary. Finalize the mitigation chapter after incorporating received comments from stakeholders;
15. Organize a workshop for the presentation and discussion the results of the climate change mitigation analysis and draft national action plan;
16. Organize and conduct necessary national and thematic workshops at suitable venue/comparable to four star hotel.
17. Prepare a section for “Problems and Constrains” related to mitigation analysis.

4. DELIVERABLES:

For Task I: Preparation the Chapter of GHG Emission Inventory

- a) Inception report including road map of delivering the service, national process methodology and national expertise needed;
- b) Establish national team;
- c) Organize and conduct three training workshops for national team on GHG inventory/accounting and modeling;
- d) Conduct training and presentation during the inception workshop;
- e) List of hardware/equipment and software their specification necessary for effective GHG accounting and web-based data base;
- f) Thoroughly filled and examined IPCC GHG inventory tables with records of assumptions, observations and methods of calculations (i.e all technical sheets for the inventory);
- g) Draft version of GHG inventory chapter for industry, agriculture, waste and energy sectors;
- h) Web-based data base of GHG;



- i) Organize and conduct National and thematic workshops necessary to undertake the assignment and to discuss the findings;
- j) Final version of the GHG inventory chapter for Energy, Industrial Processes and Product use (IPPU), Agriculture Forestry and Other land use and Waste sectors with executive summary in Arabic and English;
- k) Final consolidated report for all activities.

For Task II: Preparation the Chapter of Mitigation Measures

- a) Detailed work plan;
- b) Draft table of content of the chapter;
- c) Scoping and mitigation preparation;
- d) Draft version of National mitigation strategy;
- e) Final version of National mitigation strategy;
- f) Draft version of the mitigation options chapter;
- g) Training;
- h) LEAP model for Palestine;
- i) Final version of the mitigation options chapter with an executive summary (Arabic and English).

5. REPORTING:

Report shall be submitted to the UNDP and EQA. The technical reports and intermediate review of finding will be done according to the work plan to be agreed at the inception phase. Typically, there will be:

5.1	Inception report	in 10 working days after the contract
5.2	Progress report	every three months
5.3	Final report	at the end of the contract period

In addition, the quality of work will be evaluated by independent consultant who will review the table, the summary results, and conclusions, give comments and ensure quality.

6. REQUIRED QUALIFICATIONS

The firm should be able to mobilize and deploy a group of international and national experts specialized in complementary experience, knowledge and skills. International experts should have expertise in energy, industry, agriculture and waste sectors and one expert shall be the team leader. All experts should have explicit experience applying the relevant IPCC guidelines, familiarity with climate change and the UNFCCC and must have prior engagement in national communications.

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Specifically the following skills are expected from the firm team:

- Experience GHG Inventory/accounting, climate planning, policy and strategy development at national levels;
- Knowledge of IPCC GHG accounting methodologies, Good Practice Guidelines (GPG) and Uncertainty Management in National GHG Inventories;
- Knowledge on mitigation and its abatement technologies in the context of UNFCCC;
- Experience with using energy and environment planning software such as LEAP;
- Familiarity with national communications processes under the UNFCCC;
- Proven track record of working in developing country, especially in Arab Countries;
- Proven extensive knowledge of intuitional analysis, and understanding of institutional setup of Palestine.
- Excellent analytical, writing, communication and reporting skills
- Experience in working and collaborating with government, agencies, nongovernmental organizations and research institutions;
- Ability to mobilize sufficient number of expertise, (international and local) and deliver on time.
- Fluent in English and Arabic.

7. DURATION

The assignment will not exceed 12 months from the date of contract signature.

8. SUPPORT DOCUMENTS/REFERENCE MATERIALS

The firm shall review all existing and draft regulations pertaining to the assignment and will refer to reference materials (e.g., prepared by UNFCCC and IPCC) relating to developing National Communications under the UNFCCC. In addition, it is advisable to review the "Emission to Air, 2011" report which was prepared by the Palestinian Central Bureau of Statistics and "Climate Change Adaptation Strategy and Programme of Action for the Palestinian Authority".

9. TECHNICAL EVALUATION CRITERIA

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 its responsiveness to the Terms of Reference (TOR).



Proposals not attaining the minimum technical score will be considered technically non-compliant and disqualified. Financial Proposals will only be opened if the technical proposal which attains the required minimum score.

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

Summary of Technical Proposal Evaluation Form		Score Weight	Maximum Obtainable Points
1.	Expertise of Firm/ Organization submitting Proposal	30%	300
2.	Proposed Work Plan and Approach	30%	300
3.	Personnel	40%	400
Total			1000

Technical Proposal Evaluation Form 1: Expertise of Firm/ Organization submitting Proposal		Maximum Obtainable Points
1.1	Reputation of Organization and Staff (Competence / Reliability)	20
1.2	Litigation and Arbitration history	10
1.3	General Organizational Capability which is likely to affect implementation (i.e. Financial stability, loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls).	35
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.	15
1.5	Quality assurance procedures, warranty	20
1.6	Relevance of: <ul style="list-style-type: none"> 1. Specialized Knowledge: <ul style="list-style-type: none"> - GHG inventory in agriculture, energy, transport and industry sector. - Climate policy analysis and planning at the national level. 2. Experience on Similar Programme / Projects <ul style="list-style-type: none"> - Climate planning, policy and strategy development at national levels. - Knowledge of IPCC GHG inventory methodology and national communication report. - Experience and track record in capacity building. 	<div>70</div> <div>100</div>

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	<ul style="list-style-type: none"> - Experience and track record in delivering significant results quickly and ensure ownership and alignment between large and diverse stakeholder groups. 	
3.	Experience on Projects in the Region	15
4.	Work for UNDP / major multilateral / or bilateral programmes and understanding of institutional setup in Palestine.	15
Total		300

Technical Proposal Evaluation Form 2: Proposed Work Plan and Approach		Maximum Obtainable Points
2.1	To what degree does the Offeror understand the task?	40
2.2	Have the important aspects of the task been addressed in sufficient detail? Is the scope of task well defined and does it correspond to the TORs?	40
2.3	Are the different components of the project adequately weighted relative to one another?	20
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal? (e.g., have data sources been exhaustively reviewed and used?)	40
2.5	Is the conceptual framework adopted appropriate for the task? Is the proposed methodology clear and does it give confidence in accomplishing the objective of this assignment?	40
2.6	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? (e.g., does it contain a detailed work plan, etc.)	40
2.7	Added value to the TORs (proposed additional new activities / different approaches which enhance the proposed TORs).	30
2.8	Is the scope of task well defined and does it correspond to what is envisioned to be achieved through the project?	50
Total		300

Technical Proposal Evaluation Form 3: Personnel		Sub – Score	Maximum Obtainable Points
3.1	Team composition (variety in expertise)		400
	This category will evaluate offeror's deployment of all relevant field specialist and expertise to execute proposed work plan. Expertise could include, but not limited to climate change mitigation specialist in the		

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	area of agriculture, energy, industry, transport, climate change policy and related fields.		
	- International specialist in GHG inventory and climate change mitigation (Team Leader)	120	
	- Variety in Senior Sectors Experts (national and international)	120	
	- Variety in Junior Experts	60	
	- National team mobilization and deployment strategy	100	
	Total		400

The UNDP procuring entity will award the Contract to the Offeror who attains/receives the Highest Combined Technical and Financial score.



Annex 3

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

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

Jerusalem
[insert: Date]

To: Mr. Khaled Shahwan

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 for the last five (5) years– 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.

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 [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
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				
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				

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4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

The offeror is asked to prepare the Price Schedule as 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

Proposed payment schedule linked to the work plan submitted in the technical proposal.

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

[Designation]

[Date]



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

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- 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.