



RFP-2015-242

## **REQUEST FOR PROPOSALS**

**For Providing Professional Engineering Consulting Services for the  
Rehabilitation, Revitalization and Beautification Works for the buildings  
(courtyards, shops and offices) in Sultan Suleiman and Salah Eddin Streets**

**Productivity and Urban Renewal in East Jerusalem**

**East Jerusalem**



**United Nations Development Programme**  
December, 2015



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## Section 1. Letter of Invitation

Jerusalem  
December 15, 2015

### **Request for Proposals for Providing Professional Engineering Consulting Services for the Rehabilitation, Revitalization and Beautification Works for the buildings (courtyards, shops and offices) in Sultan Suleiman and Salah Eddin Streets**

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Form for Proposal Security *[disregard, if not required as per Data Sheet]*
- Section 9 – Form for Performance Security
- Section 10 – Form for Advanced Payment Guarantee
- Section 11 – Contract for Professional Services, including General Terms and Conditions

Proposals may be submitted on or before **Thursday, January 14, 2016 at 2:00 p.m.** and via courier mail or delivery by hand to the address below:

United Nations Development Programme (UNDP / PAPP)  
3 Ya'qubi Street  
Jerusalem  
Tel: 02-6268200

Your offer, comprising of a Technical and Financial Proposals, in separate sealed envelopes, should be submitted in accordance with Section 2.

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

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

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The outer envelope (containing the technical and financial proposals) shall be clearly marked as follows:

Mr. Khaled Shahwan

Deputy Special Representative (Operations)

"RFP-2015-242- Providing Professional Engineering Services for the Rehabilitation, Revitalization and Beautification Works for the buildings (courtyards, shops and offices) in Sultan Suleiman and Salah Eddin Streets"

Interested bidders are encouraged to attend the Pre-bid meeting which shall take place as per the following schedule:

Pre-bid meeting Date & Time	Pre-bid meeting Location /address
<b>23 December 2015 @ 11:00 a.m.</b>	UNDP/PAPP office Jerusalem, 3 Ya'qubi Street For directions, please call <b>02-6268200</b> during working hours

**Note: No more than two Representatives from each bidder** to attend the pre-bid meeting on behalf of the bidder.

The pre bid meeting minutes, and any further enquiries received on or before **27 December 2015**, will be documented and posted online (at

[http://procurement-notices.undp.org/view\\_notice.cfm?notice\\_id=27320](http://procurement-notices.undp.org/view_notice.cfm?notice_id=27320)) on **30 December 2015**. No inquiries/questions will be accepted after **27 December 2015**.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP ( via email : **proc9.papp@undp.org**).

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

  
  
Khaled Shahwan  
Deputy Special Representative (Operations)  
UNDP/PAPP



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## Section 2: Instruction to Proposers

### Definitions

- a) *“Contract”* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *“Country”* refers to the country indicated in the Data Sheet.
- c) *“Data Sheet”* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *“Day”* refers to calendar day.
- e) *“Government”* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *“Instructions to Proposers”* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *“LOI”* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) *“Material Deviation”* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) *“Proposal”* refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *“Proposer”* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) *“RFP”* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) *“Services”* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.



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- m) *"Supplemental Information to the RFP"* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- n) *"Terms of Reference"* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

#### A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:



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- 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :
  - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
  - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

## **B. CONTENTS OF PROPOSAL**

### **9. Sections of Proposal**

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);



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- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

## 10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

## 11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

## C. PREPARATION OF PROPOSALS

### 12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

### 13. Language





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The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

#### 14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

#### 15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals :

- a) A statement of whether any import or export licences are required in respect of the goods





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to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and

- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
  - i. to sign the Contract after UNDP has awarded it;
  - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
  - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

## 16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs.



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All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

## 17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

## 18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;



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- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

### **19. Joint Venture, Consortium or Association**

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.



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## 20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

## 21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

## 22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

## D. SUBMISSION AND OPENING OF PROPOSALS

### 23. Submission

23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.



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- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

#### **24. Deadline for Submission of Proposals and Late Proposals**

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

#### **25. Withdrawal, Substitution, and Modification of Proposals**

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The



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corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".

25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.

25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

## 26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

## 27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

## E. EVALUATION OF PROPOSALS

### 28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to



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minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

## 29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:



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$$\frac{(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})}{\text{Total Combined and Final Rating of the Proposal}}$$

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

### 30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

### 31. Responsiveness of Proposal



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UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

### **32. Nonconformities, Reparable Errors and Omissions**

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

## **F. AWARD OF CONTRACT**

### **33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals**

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action.



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Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for details)

#### **34. Award Criteria**

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

#### **35. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, UNDP reserves the right to vary 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.

#### **36. Contract Signature**

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

#### **37. Performance Security**

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

#### **38. Bank Guarantee for Advanced Payment**

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the



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Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

### **39. Vendor Protest**

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

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

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## Instructions to Proposers

### DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	PURE – Productivity and Urban Renewal in East Jerusalem
2		Title of Services:	Providing Professional Engineering Consulting Services for the Rehabilitation, Revitalization and Beautification Works for the buildings (courtyards, shops and offices) in Sultan Suleiman and Salah Eddin Streets
3		Country / Region of Services Location:	East Jerusalem
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others (pls. specify) _____
5	C.19	Joint Venture	Maximum number of legal entities that can form a joint venture, consortium or association at the time of the submission of the Proposal : <b>Two offices /entities</b>  Note: Both partners of the Joint Venture <b>have to be of same/equal classification</b> , and be eligible to participate in compliance with this RFP requirements.
6	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input type="checkbox"/> Allowed [if yes, describe how, and ensure that requirements properly define the sub-parts] <input checked="" type="checkbox"/> Not allowed

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7	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered  <input type="checkbox"/> Shall be considered. A proposer may submit an alternative proposal, but only if it also submits a proposal that meets the base case. UNDP shall only consider the alternative proposals offered by the Proposer whose proposal for the base case was determined to be the proposal with the highest evaluated score.
8	C.22	A pre-proposal conference will be held on:	Time: 11 a.m. Date: 23 December 2015 Venue: UNDP / PAPP office in Jerusalem  The UNDP focal point for the arrangement is: The Procurement Analyst Address: UNDP / PAPP office in Jerusalem Telephone: 02-6268200 Facsimile: 02-6268222 E-mail: proc9.papp@undp.org
9	C.21	Period of Proposal Validity commencing on the submission date	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days
10	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Required Amount: <b>10% of resulting contract value</b> Form: <b>Bank Guarantee (See Section 9 for template)</b>  <input type="checkbox"/> Not Required
11	B.9.5	Acceptable forms of Proposal Security	N/A
12	B.9.5 C.15.4 a)	Validity of Proposal Security	N/A
13		Advanced Payment upon	<input checked="" type="checkbox"/> Allowed up to a maximum of 20 % of contract <sup>1</sup>

<sup>1</sup> The Bidder must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents of the document in Section 10

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		signing of contract	<input type="checkbox"/> Not allowed
14		Liquidated Damages	<input type="checkbox"/> Will not be imposed <input checked="" type="checkbox"/> Will be imposed under the following conditions : Percentage of contract price per day of delay : 0.3% Max. no. of days of delay : 60 After which UNDP may terminate the contract.
15	F.37	Performance Security	<input type="checkbox"/> Required Amount : _____ Form: _____ <input checked="" type="checkbox"/> Not Required
16	C.17, C.17 b)	Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency <i>Reference date for determining UN Operational Exchange Rate : January 2015</i>
17	B.10.1	Deadline for submitting requests for clarifications/ questions	27 December 2015
18	B.10.1	Contact Details for submitting clarifications/questions <sup>2</sup>	Focal Person in UNDP: The Procurement Analyst Address: Jerusalem Fax No. :02-6268222 E-mail address dedicated for this purpose: <b>proc9.papp@undp.org</b>
19	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input type="checkbox"/> Direct communication to prospective Proposers by email or fax <input checked="" type="checkbox"/> Posting on the website <b><a href="http://procurement-notices.undp.org/view_notice.cfm?notice_id=27320">http://procurement-notices.undp.org/view_notice.cfm?notice_id=27320</a></b>
20	D.23.3	No. of copies of Proposal that	Original : 1

<sup>2</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 officially received.



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		must be submitted	Copies : 1  Two CDs should also be submitted with the technical and financial proposals, one containing a softcopy of the technical and the second of the financial proposal ( each <b>separately</b> included in its related envelope receptively)
20	D.23.1 D.23.2 D.24	Proposal Submission Address	United Nations Development Programme (UNDP / PAPP) 3 Ya'qubi Street PO Box 51359 Tel: 02-6268200 Jerusalem
21	C.21 D.24	Deadline of Submission	Date and Time : January 14, 2016 2:00 PM
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery only
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	N/A
24	D.23.1	Date, time and venue for opening of Proposals	N/A
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input type="checkbox"/> Lowest financial offer of technically qualified Proposals (i.e., offers that are rated 70% and above) <input checked="" type="checkbox"/> <b>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70%</b> <input type="checkbox"/> Combined Scoring Method, using 60%-40% distribution for technical and financial proposals, respectively, where minimum passing score of technical proposal is 60%.
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and catalogues relevant to the services being procured



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			<p><input checked="" type="checkbox"/> Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation</p> <p><input checked="" type="checkbox"/> List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation</p> <p><input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</p> <p><input checked="" type="checkbox"/> Certificate of Registration of the business ( including with the local Engineers Association or equivalent registration with host country), including Articles of Incorporation, or equivalent document if Bidder is not a corporation</p> <p><input checked="" type="checkbox"/> Trade name registration papers, if applicable</p> <p><input checked="" type="checkbox"/> Local Government permit to locate and operate in the current location of office</p> <p><input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country</p> <p><input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if/as available.</p> <p><input checked="" type="checkbox"/> Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, design of Green Buildings, etc.), either in its business practices or in the outputs it produces, if/as available.</p> <p><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past <i>two years</i>.</p> <p><input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top <i>three</i> Clients in terms of Contract Value the past <i>5-7 years</i></p> <p><input checked="" type="checkbox"/> List of Bank References (Name of Bank, Location, Contact Person and Contact Details)</p> <p><input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the</p>
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			litigation, the amounts involved, and the final resolution if already concluded.
27		Other documents that may be Submitted to Establish Eligibility	N/A
28	C.15	Structure of the Technical Proposal	Please refer to section six (6) of thus RFP.
29	C.15.2	Latest Expected date for commencement of Contract	<i>March 1, 2016</i>
30	C.15.2	Expected duration of contract	<b>Twelve calendar months</b>
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> <b>One Proposer only</b> <input type="checkbox"/> One or more Proposers, depending on the following factors : <i>[clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Proposers]</i>
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	See/look into Criteria Tables below
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input checked="" type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> UNDP's receipt of Performance Bond <input checked="" type="checkbox"/> UNDP's receipt of Professional Indemnity Insurance



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			<input type="checkbox"/> Others <i>[click here to specify]</i> .
35		Other Information Related to the RFP	The consultant, before/upon/during carrying out/performing the design services, shall pay to the relevant Israeli authorities the applicable permit fees (as applicable / needed). UNDP shall reimburse the contractor the said amount (municipal permit and licensing fees) upon presentation of a valid receipt/ voucher, as proof of payment. UNDP will also pay the contractor any extra fees for any future permitting/licensing requirements as determined/requested by the relevant authorities during implementation of the services ( if applicable/needed), but subject to prior approval by the UNDP Engineer of the official requests and related invoices.

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## E.28 Preliminary Examination of Proposals

### Non-discretionary “pass/fail” criterion

Mandatory Criteria	Description
Years in Operation	Minimum number of years the firm is in operation : <b>seven years</b>
Entity/office Classification	<p>Provide proof of entity's classification as a consulting firm with the local Engineers association or equivalent registration with host country : Should be a valid classification certificate with <b>Consultant Class</b></p> <p>Note: International firms are encouraged to assign licensed engineering local entities; having the authorization and ability to present design documents to permitting authorities in Jerusalem.</p>
Previous experience in successfully obtaining permits/licenses in East Jerusalem	<b>UNDP reserves the right to disqualify any firm if it can't prove ( e.g. via past/current projects and related familiarity/experience) its ability to follow-up and get/obtain the required permits/licenses (needed for the intended/designed works) from the relevant government and municipal authorities</b>
Financial Strength /Financial Performance	Audited financial reports for the last two years signed by a chartered /certified public accountant. UNDP will evaluate entity's financial stability — its financial position, operating results, and changes in financial position. Company's short-term liquidity will be gauged via the Quick Ratio, which should be <b>above one</b> for last two years.
General Experience	Minimum of <b>seven years</b> of proven experience in implementation and successful delivery of similar or larger size projects
Relevant/Specific Experience	Minimum of <b>five years</b> of proven Particular experience in performing services related to the subject requirements ( i.e Buildings & Infrastructure rehabilitation)
United Nation Resolution/ country law	The firm should not appear on any of the following lists: UN Security Council 1267 List UN Procurement Division List of Suspended and Removed Vendors UNDP Ineligibility Lists Other such lists that may be relevant to UNDP
Pending Litigation	Applicants with a consistent and significant history of excessive contract arbitration and litigation resulting in awards or decisions against them as well as those who frequently defaulted under contracts (with consistent history of non-performance under its contracts) will be disqualified

Failure to comply with any or all of these criteria will constitute grounds for disqualification. The purpose of such an examination is to eliminate unsatisfactory offers (those that fail to meet minimum standards of acceptability mentioned above, and are thus immediately deemed unresponsive) from undergoing further evaluation and more detailed assessment.

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### Technical Evaluation Criteria Tables

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1	Specific Experience of the consulting firm relevant to the assignment.	25%	250
2	Technical Approach, Proposed Methodology, Approach and Implementation Plan	20%	200
3	Management Structure and Key Personnel	50%	500
4	At least two women amongst the project technical staff.	5%	50
<b>Total</b>			<b>1000</b>

**Minimum Technical Passing score=700 points.**

**Evaluation procedure and the formula for the rating of the Proposals are explained in Section 2: Instruction to Proposers.**

Technical Proposal Evaluation ( Form 1)		Points obtainable
1.1	Age/size of the firm, experience on projects in Jerusalem, and work for UNDP/ major multilateral/ or bilateral programmes.	60
	Age/size of the firm/ number of years in operation	20
	Experience in projects in Jerusalem	30
	Work for UNDP/ major multilateral/ or bilateral programmes./ project management controls	10
1.2	Firm's <u>general</u> capability and past experience in Jerusalem Municipality permits procedures, and capacity in designing and supervising construction of public building projects in Jerusalem City	150
1.3	Firm's <u>specific</u> capability and past experience in designing and reconstruction documentations for the renovation of existing commercial complex/buildings and infrastructures.	40
<b>Total Form 1</b>		<b>250</b>

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Technical Proposal Evaluation Form 2		Points Obtainable
2.1	To what degree does the Bidder understand the task?	10
2.2	Have the important aspects of the tasks been addressed in sufficient detail?	20
2.3	Is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	10
2.4	Does the Contribution Matrix appropriately allocate resources to the various stages of services? Does it include sufficient hours for key individuals?	30
2.5	Is the methodology of permitting and approvals of Jerusalem Municipality realistic and reflects past experience?	40
2.6	Is the scope of the key individual's task well defined and does it correspond to the TOR?	70
2.7	Is the presentation clear and up to standards	20
<b>Total Form 2</b>		<b>200</b>

Technical Proposal Evaluation Form 3			Points Obtainable
3.1	<b>Project Manager / Team Leader</b>		70
	- General Qualifications	10	
	- Specific Professional Experience	15	
	- Experience in permitting and approvals procedures in Jerusalem.	20	
	- Experience in the field of Reconstruction and rehabilitation	20	
	- Language Qualifications	5	
3.2	<b>Senior Architect</b>		70
	- General Qualifications	15	
	- Specific Professional Experience	20	
	- Experience in/with Jerusalem Municipality requirements.	20	
	- Experience in the field of Reconstruction and rehabilitation	10	
	- Language Qualifications	5	
3.3	<b>Senior Structural Engineer</b>		70
	- General Qualifications	20	
	- Specific Professional Experience	20	
	Experience in/with Jerusalem Municipality requirements.	15	
	Experience in strengthening and supporting structures	10	
	- Language Qualifications	5	
3.4	<b>Electrical Engineer</b>		40
	- General Qualifications	5	
	- Specific Professional Experience	10	
	Experience in/with Jerusalem Municipality Departments and Electrical supply company requirements.	10	



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Technical Proposal Evaluation Form 3			Points Obtainable
	Experience in Old Buildings	10	
	- Language Qualifications	5	
3.5	<b>Mechanical Engineer</b>		40
	- General Qualifications	5	
	- Specific Professional Experience	10	
	Experience in Jerusalem Municipality Departments and Water supply company requirements.	10	
	Experience in Old Buildings	10	
	- Language Qualifications	5	
3.6	<b>Landscape Engineer</b>		50
	- General Qualifications	10	
	- Specific Professional Experience	15	
	- Experience in Jerusalem Municipality requirements.	10	
	Experience in Urban Design	10	
	- Language Qualifications	5	
3.7	<b>Special Needs Specialist</b>		40
	- General Qualifications	5	
	- Specific Professional Experience	10	
	- Experience in Jerusalem Municipality requirements.	10	
	Experience in Old Buildings	10	
	- Language Qualifications	5	
3.8	<b>Safety Engineer</b>		40
	- General Qualifications	5	
	- Specific Professional Experience	10	
	- Experience in Jerusalem Municipality requirements.	10	
	Experience in Old Buildings	10	
	- Language Qualifications	5	
3.9	<b>Engineering Laboratory</b>		50
	General experience in engineering tests	5	
	Specific experience in engineering tests for old buildings	15	
	Experience in Jerusalem Municipality requirements.	15	
	Minimum qualified structural engineer	10	
	Number of staff	5	
3.10	<b>Support Staff</b>		30
	- Number of supporting staff Architects	10	
	- Average years of service in the firm	10	
	- Number of technical staff	5	
	- Average years of experience	5	
<b>Total Form 3</b>			<b>500</b>



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The hereunder scoring scale system will be applied throughout the technical evaluation process:

Evaluated Criteria	Supporting Evidences	Scoring Scale System
Excellent	Requirements submitted and supported by excellent evidence of ability to support and exceed contract requirements	91% - 100%
Good	Requirements submitted and supported by good evidence of ability to support and exceed contract requirements	81%-90%
Satisfactory	Requirements submitted and supported by satisfactory evidence of ability to support contract requirements	70%-80%
Poor	Requirements submitted and supported by marginally acceptable or weak evidence of ability to support contract requirement (Clarification may be required)	60% -69%
Very poor	Requirements submitted but not supported by evidence to demonstrate ability to comply with contract requirements	50%-59%
No submission	Information has not been submitted or is unacceptable	0%



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### Section 3: Terms of Reference (TOR)

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**Subject: Providing Professional Engineering Services for the Rehabilitation, Revitalization and Beautification Works for the buildings (courtyards, shops and offices) in Sultan Suleiman and Salah Eddin Streets.**

## 1 Introduction

### 1.1 Preface

The United Nations Development Programme/ Programme of Assistance to the Palestinian People (UNDP/PAPP) – hereinafter referred to as UNDP/PAPP, the “Client”, or the employer - is implementing the project “Productivity and Urban Renewal in East Jerusalem”, which is funded by the European Union (EU) and the Islamic Development Bank ( IDB) to improve economic growth and secure social equity and cohesion through a sustainable urban revitalization of the commercial areas of East Jerusalem. The project aims to: (1) Strengthen the Palestinian presence in East Jerusalem; (2) Preserve the characteristic Palestinian urban fabric and landscape; (3) Ensure that Palestinians are included in the development of urban plans in East Jerusalem to help meet Palestinian economic and social needs and continue to support efforts to improve commercial conditions in East Jerusalem; (4) Upgrade the existing infrastructural conditions of the buildings along Sultan Suleiman and Salah Eddin Streets; (5) Improve the awareness and provide legal support against restrictions, or other issues of concern to operation of businesses, licensing, etc. as well as against the Israeli restrictions on the movement of goods and services between the rest of the Palestinian State and East Jerusalem.

Within the above mentioned project, a national consulting firm - hereinafter referred to as “ Consultant “ will be called to provide professional engineering services for the Rehabilitation, Revitalization and Beautification Works for the buildings (courtyards, shops and offices) in Sultan Suleiman and Salah Eddin Streets within approved urban plans of the area that meet the Palestinian economic and social needs

### 1.2 Project Description

The project is located in East Jerusalem on a 65,330 m2 piece of land that includes the commercial centres around Sultan Suleiman Street (from Damascus Gate to Herod’s Gate) and Salah Eddin Street (from Herod’s Gate up to the Legal Court including the cemetery). Around 15,000 m2 of the land is not included in the



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master plan of East Jerusalem. The project consists of around 12 two- floor buildings that were built in the year 1931 . No serious renovations was carried out to the buildings except Pilgrims Hotel , located in Sultan Suliman Street, that was renovated and expanded recently in addition to some minor interventions that were made by business owners of the buildings. Most of the buildings are deteriorated, have structural cracks, and lack basic infrastructure services.

### **1.3 Specific Objectives:**

1. Commercial Restoration: It converges on the architecture of the Sultan Suleiman and Salah Eddin Street in East Jerusalem, ensuring the future presence of imperilled historic landmarks and adopting urgent measures of remedial conservation to prevent their collapse. In addition, the rehabilitation of one of the main commercial streets in East Jerusalem will strengthen the integrity of the Palestinian commercial core and complement its essential function and charismatic architectural details.
2. Urban Preservation: A holistic strategy for cultural conservation and economic growth will be devised to accommodate the rising number of tourists and satisfy the emerging needs of local residents. Upscale hotels, proper location of the daily street market and the restoration of adjacent landmarks are among several projects aimed at strengthening the urban infrastructure
3. Sustainable Urban Development: It addresses the cultural and natural landscape, introducing expanded tourist infrastructure and public services to East Jerusalem. The aim is to create a master plan – in line with the ongoing activities (i.e. UNHABITAT) - that organizes the inherent wealth of this specific commercial area into a symbiotic relationship with all East Jerusalem as a capital of the future Palestinian State. A system of support maximizing on these resources and the managed growth of tourism provide unparalleled opportunity for substantial investment, solid return and the long-term development of East Jerusalem and Palestine overall. Specific measures include creation of a Commercial Trail in East Jerusalem and the creation of a formal footpath facilitating access to remote heritage and cultural venues spread in East Jerusalem (also connecting the commercial centers in the Old City with those outside).
4. Poverty Alleviation: It introduces financial incentive to reduce the incidence of poverty among Palestinians living in East Jerusalem. Managed tourism, local enterprise and heritage protection



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are seen as valuable sources of cultural capital capable of generating unprecedented opportunity within the community. A system of economic support and legal assistance will be established to encourage maximum participation and strengthened initiative in cultural conservation and small business ownership

5. Dissemination: It recognizes the importance of public relations and media broadcast in gaining widespread support. Various activities are organized and the use of multimedia is employed to gain standing in the press, raise awareness among the public and enhance knowledgeable exchange among specialists (In coordination with other EU-funded initiatives like the Jerusalem Visitor Guide Web Portal).

## **2. Scope of Work**

The project is targeting Sultan Suleiman and Salah Eddin Streets – a priority in targeting specifically the commercial centres around Sultan Suleiman and Salah Eddin Streets to enhance the organizational set up of the market as well as to upgrade the market appearance and its infrastructure in line with modern international standards. A second phase, that is not included in this assignment, will target the construction of the third floor for the commercial buildings.

### **2.1 Specific Intervention Requirements - Rehabilitation, Revitalization and Beautification Works for the buildings (courtyards, cemetery, shops and offices) in Sultan Suleiman and Salah Eddin Streets.**

1. Structural Strengthening of the Buildings - Seismic strengthening and supporting of existing undamaged buildings along Sultan Suleiman and Salah Eddin Streets.
2. Strengthening of the Retaining Walls - Due to the landscape and geomorphologic conditions of the area, a strengthening intervention of the cemetery's retaining walls (especially on the South side) will be implemented.
3. Internal and External Rehabilitation of the Buildings - The intervention will focus on the rehabilitation of all the buildings (shops, offices, courtyards, etc.) along the two Streets and namely on their exterior materials, such as masonry, wood, and metal; exterior features, such as roofs, porches, and windows; interior materials, such as plaster and paint; and interior features,



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such as mouldings and stairways, room configuration and spatial relationships.

4. Upgrading and rehabilitation of basic infrastructure that includes water, electricity and telephone networks and connections. It also includes sewage and rainwater collection and disposal.
5. Urban Beautification, landscaping and revitalization of yards, cemetery , external pathways and public spaces - In line with the Architectural and urban design including structural rehabilitation design and the further coordination with the local authorities, the intervention will focus on the revitalization of all the public spaces along the two Streets

## **2.2 Intervention Quality**

- The Consultant shall ensure that all architectural, mechanical, electrical, structural, landscape, and services drawings, details, specifications, calculations and schedules are as far as possible correct and accurate in order to avoid related contractual complications and implementation faults;
  - Bills of Quantities and Preambles: The Bills of quantities should clearly describe and specify the items based on specifications considered in the design and approved by UNDP. In addition, preambles should be prepared for each work category clearly stating the measuring and pricing methodology and including collection pages and grand summary sheets. Bills of Quantities shall be supplied in hard (A4 size) and electronic format. The Bills of Quantities are defined as a deliverable;
  - All reports, notes, plans drawings, designs, data specifications, Statistics, and other documents and data prepared and compiled by the Consultant while performing the consultancy services will be the property of the UNDP, and will be handed over to the owner for their future use;
- The Consultant shall not publish any data, documents and drawings without the written consent of UNDP or use for purpose other than these for this work. The Consultant shall refrain from making any public statement concerning the consultancy services without the prior approval of the UNDP and shall also refrain from engaging in any political activity.

## **2.3 Correctness and Accuracy of Data**

The Consultant shall be responsible for the correctness and accuracy of the data, planning, recording and mapping, designs, drawings, the specifications, and bills of quantities. If any inadequately is observed in the work performed by the Consultant, the Consultants shall at their initiative and at no extra cost, take all steps



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necessary to remedy/ rectify the said defects or inadequacies. The Consultant shall incorporate all the modification or changes as desired by UNDP, in the drawings, plans and reports, designs etc. without extra charging.

## **2.4 Approval of Documents**

The Consultant shall make itself available at reasonable notice to be present for discussion with the technical committee that is composed from UNDP, Chamber of Commerce and Islamic Waqf and all submitted documents should be approved by UNDP. The Consultants shall also provide assistance, advice and information, when required to the committee.

## **2.5 Energy and Thermal Performance**

The Consultant shall allow for the following items to be investigated and incorporated within the design of the works:

- Solar photovoltaic (PV) panels for supporting electricity demand in the building and for individual outdoor lights;
- Solar hot water supply;
- Heat insulation;
- Passive heating and cooling of the building;
- Passive lighting (sun incidence without over-heating);
- Use of appropriate light switches, bulbs (LEDs and CFLs), use-zone controls (small, with individual controls), and water faucets (hand activation and automatic shutoffs), for electricity and water conservation;
- Rainwater harvesting and storage (for building cleaning and irrigation of site vegetation);
- Grey water separation (for toilet flushing and irrigation of site vegetation);
- Solid Waste Management.

## **2.6 Approvals from the related authorities**

It will be preliminary duty and primary responsibility of Consultant to obtain approvals of Competent Authorities for the Architectural and urban design including structural rehabilitation design of Sultan





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Suleiman and Salah Eddin Streets in East Jerusalem. These approvals should be performed in accordance with, but not limited to, the following:

- The Consultant should be fully aware of the procedure of getting the no-objection from the concerned authorities to implement the project with no obstacles;
- The Consultant shall prepare all needed documents and obtain approvals from all concerned authorities, **and pay all required fees if requested;**
- The Consultant shall prepare all needed documents and obtain approvals from all concerned authorities to bring and use the complete Architectural – Civil – Mechanical – electrical – Sanitary Plans. The consultant shall pay all the related fees.
- The Consultant shall be responsible to respect the concerned authorities' rules and regulations when preparing all the documents and drawings;
- The Consultant shall be responsible to follow up and attend all the meetings required with the authorities for permit , approval and/or any other issues related to the project design;
- The Consultant shall guarantee the smooth implementation of the project with no objection from the authorities;

### **3. Tasks**

The Consultant shall carry out his duties and responsibilities by undertaking, but not limited to, the following:

#### **• TASK 1 – DOCUMENTATION, STRUCTURAL TESTING AND DESIGN CONCEPT**

- Review and assess the available survey plans and all relevant documents , for completeness of the available information for adequacy of coverage of the documentation and the Initial design of the project .
- Historical Documentation of the buildings.
- Carry out basic field investigation of the buildings' infrastructure at Sultan Suleiman and Salah Eddin Streets.
- considering the construction dates and plans of the buildings, conduct structural testing and evaluation works of all existing structures through a credible Engineering Testing Laboratory. All tests should be performed in accordance with Jerusalem Municipality requirements.



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- Design concept and proposed interventions.

- **Task 1 Deliverables:**

**Due Date: To be completed within 30 calendar days from the contract signature.**

**Reports,** Drawings and Documents of the Deliverables shall be submitted progressively in batches and packages in the programmed sequence as soon as they are prepared. The Drawings and Documents submitted for approval must be stamped "For Approval". Following the approval of the submission all drawings and documents must be stamped "Approved".

The consultant shall submit three hard copies from all the requested drawings on A1 paper size, and reports on A4 paper size . A copy of all deliverables should also be submitted on CD.

1. Historical Documentation Report that should include the historical development and sequence of the buildings , photographs in different stages and highlight the buildings that have historical values. Also to include original structural inadequacies, material degradation due to time, and alterations carried out during use over the years such as making new openings, addition of new parts inducing dissymmetry in plan and elevation.
2. Structural integrity Report that should include the recommendations of structural interventions considering an additional floor on top of the buildings, seismic resistance and rectifying the existing structural defects. The report should include the evaluation of all structural elements based on all previously collected data and laboratory tests for the structural elements like foundations, slabs, columns, beams ,bearing walls and others. A detailed and specific structural diagnostic report that should describe aspects to be investigated in order to define the structural system of the buildings and to provide the structural engineers information about material characteristics, decay state and structural behaviour.
3. Drawings concerning the current state of the buildings presenting all the defects, decays, and deterioration that the existing buildings/infrastructures are suffering;
4. Preliminary rehabilitation and/or retrofitting recommendations, designs and drawings for the interventions (Architectural, Civil, Landscape, Electrical and Mechanical);



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5. Preliminary capital cost estimate in total and for each of the works elements;
6. Carry out a presentation summarizing the findings and the preliminary design to the project technical committee
7. A narrative report describing all task 1 results , the adopted methodology, need's assessments , values, resources and constrains for the buildings protection and enhancement , recommendations as to the appropriate materials , techniques ,and equipment to be used for the reconstruction and rehabilitation of the Sultan Suleiman and Salah Eddin Commercial Buildings and infrastructures;

- **Task 2 – No objection/ approvals and permits from related authorities**

Following the technical committee approval of the recommended interventions, the consultant should share the intervention drawings with the City Engineer and Municipality Committees to define the required processes for each intervention in every building and get the no objections/ approvals/ permits. The consultant is responsible to prepare the required documents and drawings for each no objection/ approvals/ permits request. Number of requests and nature of required documents is not defined at this stage, however, the following process classifications may guide the consultant to understand the nature of the exercise:

1. Interventions that need no permit.
2. Interventions that need permit.
3. No objection from Antiquity Department for historic buildings if exist.
4. No objection from Civil Defence Department.
5. No objection from Water company.
6. No objection from Electricity Company.
7. No objection from Telephone Company.
8. No objection from inspection department.
9. No objection from development department.

- **Task 2 Deliverables:**



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**Due Date: To be completed within 270 calendar days from the contract signature.**

- **Reports,** Authorities approvals, no objections and permits shall be submitted progressively in batches and packages in the programmed sequence as soon as they are prepared.
  1. Fast track approvals, no objections and permits. Each package should include in addition to the authority approval letters, all related documents.
  2. Delayed approvals, no objections and permits.
  3. A presentation for the technical committee each two months to summarize the progress and obstacles in obtaining the approvals of the different authorities.

• **TASK 3 – PREPARATION OF THE DETAILED DESIGNS OF THE INTERVENTIONS**

The detailed design for the works shall be based on the approval of the different authorities. It shall comprise the finalization of the Design, Calculations, Dimensioning, Drawings, Technical Details, Specifications, Tender Documents, Schedules, implementation Programme and all relevant data and requirements needed for the precise execution and implementation of the Project. Any amendment required to the Design shall be carried out based on the results of the site investigations.

The Consultant is also required to follow the architectural and structural interventions in accordance with the international standards of rehabilitation. Retrofitting of existing structures, use of traditional, locally-available building materials. The project should meet international safety and security requirements. The design should be fully coordinated with relevant local authorities and incorporate not only the physical interaction of designed elements, but also consider foreseeable risks to health and safety. Architectural interventions should be coordinated with the beneficiaries.

The Detailed Design documents shall cover and include, but not limited to, the following:

- a. Relevant data;
- b. The buildings intervention drawings should include the safety rules and regulation in accordance with the local and international regulations;
- c. Landscaping and external works are part of the design;
- d. Interior design and detailed furnishing are part of the design;



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- e. The buildings should be accessible for the people of special needs.

- **Task 3 Deliverables:**

**Due Date: To be completed within 130 calendar days from the contract signature.**

- **Reports,** Drawings and Documents of the Detailed Design Deliverables shall be submitted progressively in batches and packages in the programmed sequence as soon as they are prepared. The Drawings and Documents submitted for approval must be stamped "For Approval". Following the approval of the submission all drawings and documents must be stamped "Approved".
- Consultant shall submit three hard copies from all the requested drawings and documents on A1 and A4 papers size, and three CD's for the soft copies.

Complete detailed design drawings in sufficient detail for tendering and contractual purposes. The drawings shall include :

1. Architectural drawings:
  - a. Lay out plans, elevations and at least four sections for each building
  - b. Demolishing plans for each building, yard, passage, cemetery and parking lots.
  - c. Detailed drawings for interventions in spaces , internal and external walls, facades, doors, windows, and finishing works .
  - d. Furniture layouts and details for fixed furniture.
  - e. Toilets, bathrooms, staircases and special rooms details.
  - f. Detailed Landscape designs ( plans, sections and details) for the passages, parking lots, yards and cemetery.
  - g. All other drawings to a level of the detail to precisely implement the project;
2. Structural drawings and consolidation along with design calculations neatly documented for scrutiny;
  - a. Details of structural interventions for supporting, strengthening and retrofitting of the buildings, all in accordance with the structural integrity report's recommendations.
  - b. Structural details for supporting the retaining walls

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- c. Structural details and pavement designs for developing the landscape of the passages, parking lots, yards and cemetery.

**3. Mechanical Drawings**

- a. Typical details for construction and assembly of various components, such as ductwork, ductwork fire damper assemblies, ductwork turning vane assembly, duct jointing, duct silencers, penetration fire stopping, etc.
- b. Plumbing and Drainage Plans of every level showing all fixtures, labelled by type corresponding to specification designations, all domestic cold/hot water piping, sanitary and storm drainage, including all floor drains, roof drains, sub-surface piping, sizes and slopes, to within 1.5m outside of the foundation walls at connections to site services, etc.
- c. Fire Suppression System Plans of every level showing all sprinkler and stand pipe piping, sizes and distribution to all fire hose cabinets, sprinkler heads, identifying head types labelled by reference to corresponding specification designation, sprinkler valve assemblies including schematic of supervisory and flow valving, and system zoning, Siamese connection details, etc.
- d. AC Plans of every level indicating all system components and their layouts such as external and internal units, drainage and power supply.

**4. Electrical drawings:**

- a. Typical details for construction and assembly of various components, such as penetration fires topping, electrical primary and secondary service details and configurations, transformer pads or slabs, underground duct banks, etc.
- b. Site Plan indicating primary incoming service and transformer configuration and details; all exterior and site lighting poles and fixtures, lighting bollards, building mounted lighting fixtures, outdoor power receptacles, power to motorized gates or parking entry control devices, etc.
- c. Lighting Plans of every level indicating every lighting fixture by type (labelled by type corresponding to specification designations), emergency illuminated exit signage

**Other Systems (where required)**

- a. Site Plan indicating location of all exterior security devices such as CCTV surveillance and assessment system cameras, numbered, camera types, intercom stations, exterior alarm initiating devices, etc.
- b. Plans of every floor indicating location of all security devices; CCTV cameras, intercom stations, access control devices (card readers, scanners, scramble pads and the like), alarm initiating devices, etc.
- c. Detail plans of control room(s) showing all equipment and layouts, etc.



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- d. Block schematics and riser diagrams for all systems.
5. Specifications: Comprehensive and up to date, in accordance with best current knowledge, general and particular technical specifications for all civil works , mechanical, and electrical works, and all other related works, based on internationally accepted standards such as ISO, BS or other standards as appropriate and are sufficient for procurement, installation and construction works;
  6. Bill of Quantities with Method of Measurement: The Bill of Quantities shall be detailed with accurate quantities;
  7. Preparation of Cost Estimates for the Works;
  8. Time and activity schedule for all actions and components up to and including completion of all works;

- **TASK 4 - PREPARATION OF TENDER DOCUMENTS**

The consultant shall prepare the tender documents in packages depending on the approvals/no objections/ permits. Fast track approvals will be tendered before the delayed approvals. Number of tenders depend on the approvals/no objections/permits timing.

The Works/Supply/installation contracts shall be based on the General Conditions of Contract adopted by UNDP;

The Consultant will be required to participate in the pre-bid meeting during the tendering process to reply to contractors' queries concerning the tender documents;

- **Task 4 Deliverables:**
- **Due Date: To be completed within 150 calendar days from the contract signature.**

The tender dossiers and documents shall consist of, but not limited to, the following:

1. Instructions to Bidders; (to be provided by UNDP)
2. Form of tender and appendix to tender; (to be provided by UNDP)
3. Price schedules;



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4. Form of agreement; (UNDP contract)
5. Tender security form; (to be provided by UNDP/PAPP)
6. Form of performance guarantee; (to be provided by UNDP/PAPP)
7. Form of guarantee for advance payment;
8. Retention bond;
9. General conditions of contract; (to be provided by UNDP)
10. Particular conditions of contract;
11. Template for contractors' daily, weekly, monthly and quarterly report sheets, and material approval request sheet, check request sheet, site instructions sheet, etc.;
12. Technical schedules and Construction programme;
13. General and Particular Specifications;
14. Bills of Quantities and Cost Estimates;
15. Approved detailed set of Drawings.

• **TASK 5 - SUPPORT SERVICES DURING THE IMPLEMENTATION STAGE – SITE SUPERVISION (ESTIMATED TIME 2 YEARS),**

1. Preparation of supplementary drawings required to suit actual field conditions;
2. The consultant will be required to reply to queries during the implementation process if needed and to make corrections to any mistakes or faulty designs discovered during implementation;
3. The consultant is required to follow up with the concerned authorities and guarantee the smooth implementation of the works during the implementation period.

**4. Human Resources**

Within the above mentioned project, the national consulting firm will be called to specifically work on the Rehabilitation, Revitalization and Beautification Works for the buildings (courtyards, shops, cemetery and offices) in Sultan Suleiman and Salah Eddin Streets.

The minimum technical staff required for performing the above mentioned tasks should be as follows:





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The required languages from the staff are Arabic and English, Hebrew language is an asset

1. Project Manager with 10 years of experience in the field of architectural/structural restoration and in Jerusalem Municipality permit processes.
2. Senior Architects with 10 years of experience in restoration and rehabilitation of similar projects; including the experience of interior design; Certified in Jerusalem Municipality
3. Senior structural engineer with 10 years of experience in the field of structural design and rehabilitation and consolidation techniques; Certified in Jerusalem Municipality
4. Mechanical Engineer with 10 years of experience in the design and rehabilitation and restoration of old buildings;
5. Electrical Engineer with 10 years of experience in the design and rehabilitation and restoration of old buildings.
6. Land scape Engineer with 10 years of experience in Urban Design, certified in Jerusalem Municipality.
7. Special needs Engineer with 5 years of experience in special needs facilities design certified in Jerusalem Municipality.
8. Safety Engineer with 5 years of experience in safety design
9. Certified Engineering Laboratory with experience in old buildings evaluation and in Jerusalem Municipality requirements. The staff of the laboratory should include at least 4 technical staff and one specialized structural engineer.

**UNDP has the right meet with all the proposed personnel listed in the technical proposal prior to signing of the contract with the winning firm. Members of the proposed design team could be national/local or international consultants.**



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## Section 4: Proposal Submission Form<sup>3</sup>

[insert: Location]  
[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to provide **Professional Engineering Consulting Services for the Rehabilitation, Revitalization and Beautification Works for the buildings (courtyards, shops and offices) in Sultan Suleiman and Salah Eddin Streets** in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that :

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

<sup>3</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.



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We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details : \_\_\_\_\_

*[please mark this letter with your corporate seal, if available]*

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## Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

### Proposer Information Form<sup>4</sup>

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

<sup>4</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.



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14. Attached are copies of original documents of:

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- ☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form (if Registered)<sup>5</sup>

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		

<sup>5</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.



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13. JV's Party Authorized Representative Information

Name: *[insert name of JV's Party authorized representative]*

Address: *[insert address of JV's Party authorized representative]*

Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]*

Email Address: *[insert email address of JV's Party authorized representative]*

14. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ Articles of Incorporation or Registration of firm named in 2.
- ☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.



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**Declaration of NO Conflict of Interest Form**  
TO BE PRINTED OUT ON COMPANY LETTER HEAD

Location: .....		Date:.....	
To: [insert: Name and Address of UNDP focal point]			
Dear Sirs:			
<b>Subject: RFP-2015-242: Providing Professional Engineering Consulting Services for the Rehabilitation, Revitalization and Beautification Works for the buildings (courtyards, shops and offices) in Sultan Suleiman and Salah Eddin Streets</b>			
<b><u>Declaration for NO Conflict of Interest</u></b>			
I/We hereby certify that there is not any actual or potential conflict of interest or unfair advantage at this time, in us providing the Offer Submission or performing the Services required.			
In providing the Offer, our company has no knowledge of or the ability to avail ourselves of confidential information (other than confidential information which may have been disclosed by UNDP to the bidders in the normal course of inviting for the Request for Proposal (RFP)) where the confidential information would be relevant to the Services required or the RFP evaluation process.			
Name:		Signature:	
Position:		Date:	
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">Company Stamp</div>			

*The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.*

*Empowered lives.  
Resilient nations.*

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**Declaration of Litigation and Arbitration History Form**  
TO BE PRINTED OUT ON COMPANY LETTER HEAD

Location:.....	Date:.....
<b>To:</b> <i>[insert: Name and Address of UNDP focal point]</i>	
Dear Sirs:	
<b>Subject: RFP-2015-242: Providing Professional Engineering Consulting Services for the Rehabilitation, Revitalization and Beautification Works for the buildings (courtyards, shops and offices) in Sultan Suleiman and Salah Eddin Streets</b>	
<b><u>Declaration of Litigation and Arbitration History</u></b>	
I/We hereby certify that <i>[insert name of company (ies)]</i> have never been involved in any Litigation or Arbitration and not aware of any litigation or Arbitration to be instituted at this stage.	
<b>Name:</b>	<b>Signature:</b>
Position:	Date:
<div style="border: 1px solid black; width: 150px; height: 80px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">             Company Stamp           </div>	

*The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.*

**Note: If above is incorrect, please provide full details of Litigation or Arbitration**





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**Declaration by the Applicant Form**  
TO BE PRINTED OUT ON COMPANY LETTER HEAD

Location: .....

Date:.....

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

Dear Sirs:

**Subject: RFP-2015-242: Providing Professional Engineering Consulting Services for the Rehabilitation, Revitalization and Beautification Works for the buildings (courtyards, shops and offices) in Sultan Suleiman and Salah Eddin Streets**

**Declaration by the Applicant**

I, the undersigned, being the person responsible in the applicant organization for this RFP, certify that the information given in this Request for Proposal is correct.

**Name:**

**Signature:**

**Position:**

**Date:**

Company  
Stamp



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## Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT <b>INSERT TITLE OF THE SERVICES</b>
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**Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.**

<b>Name of Proposing Organization / Firm:</b>	
<b>Country of Registration:</b>	
<b>Name of Contact Person for this Proposal:</b>	
<b>Address:</b>	
<b>Phone / Fax:</b>	
<b>Email:</b>	

### SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

*This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.*

**1.1 Brief Description of Proposer as an Entity:** Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

**1.2. Financial Capacity:** Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

**1.3. Track Record and Experiences:** Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)



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## SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

*This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.*

**2.1. Approach to the Service/Work Required:** Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

**2.2. Technical Quality Assurance Review Mechanisms:** The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

**2.3 Implementation Timelines:** The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

**2.4. Subcontracting:** Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

**2.5. Risks / Mitigation Measures:** Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

**2.6. Reporting and Monitoring:** Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

**2.7. Anti-Corruption Strategy:** Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

**2.8. Partnerships:** Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

**2.9 Statement of Full Disclosure:** This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

**2.10 Other:** Any other comments or information regarding the project approach and methodology that will be adopted.

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### SECTION 3: PERSONNEL

**3.1 Management Structure:** Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

**3.2 Staff Time Allocation:** Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

**3.3 Qualifications of Key Personnel.** Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

<b>Name:</b>		
<b>Position for this Contract:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Work Experience:</b>		
<b>Language Skills:</b>		
<b>Educational and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References no.1 (minimum of 3):</b>	Name Designation Organization Contact Information – Address; Phone; Email; etc.	
<b>Reference no.2</b>	Name Designation Organization Contact Information – Address; Phone; Email; etc.	
<b>Reference no.3</b>	Name	



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	<i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>
<b>Declaration:</b>  I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.	
<hr/>	
Signature of the Nominated Team Leader/Member	Date Signed
<hr/>	

### Contents of the technical proposal

The proposal shall include, but not limited to, the following information:

1. Proposal submission form;
2. Written power of attorney, authorizing the signatory of the bid to commit the Bidder; and
3. Documents Establishing Bidder's Eligibility & Qualifications:
  - a) Company registration certificate to show company is a legal entity;
  - b) Tax Clearance Certificate (for Palestinian suppliers);
  - c) Company profile, including detailed range of the firm, location of offices, and contact details of key personnel. Company must be able to demonstrate five to seven years of experience in the supply of services required for this tender;
  - d) List and value of contracts successfully completed in the last five (5) years of a similar size and nature, including contact details of clients who could be contacted for reference purposes;
  - e) Audited financial accounts for the most recent available two (2) fiscal years. UNDP/PAPP will check the financial accounts to compute the quick ratio. Quick ratio tests the company's financial strength and liquidity by calculating a company's liquid assets in proportion to its liabilities. Bidders with financial accounts must show a quick ratio of more than one (1);
  - f) An Official letter from Bidder's bank certifying the actual approved credit facilities ceiling and balances of all active accounts within the bank. (The UNDP/PAPP reserves the right to request the bank statements from potential suppliers if required during evaluation stage.);
  - g) Information regarding any litigation, current or during the last five (5) years in which the Bidder was/is involved, the parties concerned and the disputed amounts and awards;
  - h) CVs of key personnel; and



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- i) In case of Joint Venture (JV) or Consultancy agreement , legal name of each party should be included :
  - a. In case of a JV, letter of intent to form JV agreement.
  - b. In case of consultancy services, letter of agreement.
- 4. Management Plan, Resource Plan and Methodology/Work Plan:  
The proposal shall describe the management plan, resources plan including the contribution matrix and methodology related to the work plan that will be applied by the firm to meet the stated objectives and scope of work and the methodology of obtaining the permits or no objections requirements from Jerusalem Municipality and related authorities.

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## Section 7: Financial Proposal Form<sup>6</sup>

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately (if applicable/ needed).

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

### A. Cost Breakdown per Deliverables\*

SN	Deliverables [list them as referred to in the TOR]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1	[UNDP to give percentage (weight) of each deliverable over the total price for the payment purposes, as per TOR]	
2	Deliverable 2		
3	....		
	Total	100%	USD .....

\*Basis for payment tranches

### B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

<sup>6</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.



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Description of Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel	Total Rate for the Period
<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>				

The quotation should be valid for a minimum of 120 days from the date of bid closing and should be duly signed by the official representative of your organization and stamped;

### Contents of the financial proposal

- Price Schedule;
- Breakdown of costs, including:
  - Daily rates of staff
  - Administrative costs
  - Overhead and profit
  - Any other applicable costs

These rates will be used as a basis for negotiating any increase in fee in the event that a legitimate increase in scope is requested by the Client;

- Payment schedule

Proposed payment schedule linked to the work plan and Service tasks submitted in the technical proposal. The final payment schedule will be agreed upon based on the work plan and defined milestones of the contract deliverables.





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## PRICE SCHEDULE

The Consultant is required to prepare the Price Schedule, and include it with the RFP response in a separate envelope from the rest of the RFP response as indicated in the Instruction to Bidders.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each category, as follows:

Service Description / Tasks as in the ToR	Lump sum- Fee (USD)
Documentation, Structural Integrity Testing and Design Concept	
No objection/ approvals and permits from related authorities	
Preparation of the Detailed Designs of the Interventions and preparation of Tender Documents	
Support services during the implementation stage – site supervision (estimated duration of two years)	
<b>Total (USD) – Excluding Value Added Tax (VAT)</b>	

**The rates and quantities shall be used for the price analyses and evaluation purposes or any other requirements during the project implementation and shall be fixed and firm for the duration of the contract and any claim for price adjustment will not be entertained. The prices shall be inclusive of all facilities, office running cost, communication, transportation, company overheads, and profit, etc.**

Proposer's are expected to submit realistic prices. Any gross deviations from the prevailing market prices or unethical manipulations to take advantage of the RFP system may cause the Proposer to be disqualified.

Offered fee price shall be a fixed rate, inclusive of all expenses and disbursement costs incurred by the Consultant during the course of delivering the required services, and inclusive of printing and delivery of the deliverables listed in the ToR.

Name of Authorized person to sign: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Seal:



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Section 8: FORM FOR PROPOSAL SECURITY

***(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)***

To: UNDP  
*[Insert contact information as provided in Data Sheet]*

WHEREAS *[name and address of Contractor]* (hereinafter called "the Proposer") has submitted a Proposal to UNDP dated *Click here to enter a date.*, to execute Services ..... (hereinafter called "the Proposal"):

AND WHEREAS it has been stipulated by you that the Proposer shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Proposer:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Proposal after the date of the opening of the Proposals;
- c) Fails to comply with UNDP's variation of requirement, as per RFP instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Proposer such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Proposer, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

***SIGNATURE AND SEAL OF THE GUARANTOR BANK***

Date .....

Name of Bank .....

Address .....



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## Section 9: FORM FOR PERFORMANCE SECURITY<sup>7</sup>

***(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)***

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To: UNDP  
[Insert contact information as provided in Data Sheet]

WHEREAS [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. Click here to enter text. dated Click here to enter a date. , to execute Services ..... (hereinafter called "the Contract"):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [amount of guarantee] [in words and numbers], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee as aforesaid] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

### **SIGNATURE AND SEAL OF THE GUARANTOR BANK**

Date .....

Name of Bank .....

Address .....

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<sup>7</sup> If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer's Bank will issue shall use the contents of this template



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## Section 10: Form for Advanced Payment Guarantee<sup>8</sup>

***(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)***

\_\_\_\_\_ [Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of UNDP]

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that [name of Company](hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [insert: date] with you, for the provision of [brief description of Services](hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in words] ([amount in figures]) is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] ([amount in figures])<sup>9</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number \_\_\_\_\_ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_ day of \_\_\_\_\_, 2\_\_\_\_, <sup>10</sup> whichever is earlier. Consequently, any demand for payment

<sup>8</sup> The Contractor's Bank must issue the Guarantee using the contents of this template.

<sup>9</sup> The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

<sup>10</sup> Insert the expected expiration date. In the event of an extension of time for Completion of the Contract, the Contractor would need to request an extension of this Guarantee from the Guarantor Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contractor might consider adding the following text to the form at the end of the penultimate paragraph: "The Guarantor Bank agrees to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Contractor's written request for such extension, such request to be presented to the Guarantor Bank before the expiry of the Guarantee."



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under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

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*[signature(s)]*

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*



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**Section 11: Contract for Professional Services**

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**THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.**

**[ATTACHED HERETO THE TEMPLATE FOR CONTRACT FOR PROFESSIONAL SERVICES AND THE GENERAL TERMS AND CONDITIONS]**



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Date \_\_\_\_\_

Dear Sir/Madam,

Ref.: \_\_\_\_\_/ \_\_\_\_\_/ \_\_\_\_\_ **[INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your **[company/organization/institution]**, duly incorporated under the Laws of \_\_\_\_\_ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform services in respect of \_\_\_\_\_ **[INSERT SUMMARY DESCRIPTION OF THE SERVICES]** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
  - a) this Letter;
  - b) the Terms of Reference [ref. ....dated.....], attached hereto as Annex II;
  - c) the Contractor's Proposal [ref....., dated .....]
  - d) The UNDP Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:



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Name   Specialization   Nationality   Period of service

....   .....   .....   .....  
 ....   .....   .....   .....

- 2.3 Any changes in the above key personnel shall require prior written approval of \_\_\_\_\_ **[NAME and TITLE]**, UNDP.
- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

**[LIST DELIVERABLES]**

**[INDICATE DELIVERY DATES]**

e.g.

Progress report	..../..../....
.....	..../..../....
Final report	..../..../....

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by \_\_\_\_\_ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

### OPTION 1 (FIXED PRICE)

#### 3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of \_\_\_\_\_ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the





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Services.

- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon.....	.....	./../....
.....	.....	./../....

Invoices shall indicate the milestones achieved and corresponding amount payable.

#### OPTION 2 (COST REIMBURSEMENT)

3. Price and payment
- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed \_\_\_\_\_ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex \_\_\_\_\_ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of \_\_\_\_\_ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every \_\_\_\_\_ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR



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- 3.5. The Contractor shall submit an invoice for \_\_\_\_\_ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every \_\_\_\_\_ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
4. Special conditions
- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.
- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of \_\_\_\_\_ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.
- 4.4 Owing to [...], Article(s) [...] of the General Conditions in Annex I shall be amended to read/be deleted.
5. Submission of invoices
- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:  
.....  
.....
- 5.2 Invoices submitted by fax shall not be accepted by UNDP.
6. Time and manner of payment
- 6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.
- 6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:



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\_\_\_\_\_ [NAME OF THE BANK]

\_\_\_\_\_ [ACCOUNT NUMBER]

\_\_\_\_\_ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than \_\_\_\_\_ [INSERT DATE] and shall complete the Services within \_\_\_\_\_ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and \_\_\_\_\_ [NAME AND TITLE] UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

**For the UNDP:**

Name  
Designation  
Address  
Tel. No.  
Fax. No.  
Email address:

**For the Contractor:**

Name  
Designation  
Address



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Tel. No.  
Fax. No.  
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

**[INSERT NAME AND DESIGNATION]**

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



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## **UNDP GENERAL CONDITIONS OF CONTRACT 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:**



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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.



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**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:**



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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





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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.



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**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**



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**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.



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## **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 SECURITY:**

**23.1** The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

**23.2** UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

## **24.0 AUDITS AND INVESTIGATIONS:**

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



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and/or to take any other action as it deems necessary.

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

#### **25.0 ANTI-TERRORISM:**

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

#### **26.0 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 Agreement, 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 Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

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