

RFQ- PAL-0000070829

Date 17 April 2019

**REQUEST FOR QUOTATION / PROPOSAL**

**Subject: RFP for Consultancy Services for Promotion of Sustainable Growth in the Gaza Strip through Innovative and Economically Valuable Treatment of Solid Waste and E-Waste**

Dear Bidder,

We kindly request you to submit your quotation/proposal to conduct a **Consultancy Services for Promotion of Sustainable Growth in the Gaza Strip through Innovative and Economically Valuable Treatment of Solid Waste and E-Waste**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Please note that this procurement process is being conducted through the online tendering system of UNDP. Bidders who wish to submit an offer must be registered in the system. Visit this page for system user guides and videos in different languages:

<http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/>

If already registered, go to <https://etendering.partneragencies.org> and sign in using your username and password.

**Use "Forgotten password" link if you do not remember your password. Do not create a new profile.**

If you have never registered in the system before, you can register by visiting the link below and follow the instructions in the user guide (attached):

<https://etendering.partneragencies.org>

- Username: event.guest
- Password: why2change

**It is strongly recommended to create a username with two parts: your first name and last name separated by a ".", (similar to the one shown above).** Once registered you will receive a valid password to the registered email address which you can use for signing in and changing your password.

**Please note that your new password should meet the following criteria:**

- Minimum 8 characters
- At least one UPPERCASE LETTER
- At least one lowercase letter
- At least one number

You can view and download tender documents with the guest account as per the above username and password, however, if you are interested to participate, you must register in the system and subscribe to this tender to be notified when amendments are made.

Quotations that are received by UNDP after the deadline indicated, for whatever reason, shall not be considered for evaluation

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

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

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

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

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

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

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

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

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

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



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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Shehadeh A. Habash  
Head of Procurement Unit  
UNDP/PAPP

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

Context of the Requirement	UNDP/PAAP – Gaza office																			
Implementing Partner of UNDP	UNDP/PAPP																			
Brief Description of the Required Services	<b>Consultancy Services for Promotion of Sustainable Growth in the Gaza Strip through Innovative and Economically Valuable Treatment of Solid Waste and E-Waste.</b>																			
List and Description of Expected Outputs to be Delivered	Please refer to the ToR attached under Annex 2																			
Person to Supervise the Work/Performance of the Service Provider	UNDP assigned responsible officers																			
Frequency of Reporting	Weekly																			
Progress Reporting Requirements	To be agreed on with the UNDP responsible officers																			
Location of work	<input checked="" type="checkbox"/> Exact Address/es [pls. specify] Gaza Strip <input checked="" type="checkbox"/> At Contractor's Location																			
Expected duration of work	31 calendar days																			
Target start date	1 May 2019																			
Latest completion date	31 May 2019																			
Travels Expected	<table border="1"> <thead> <tr> <th>Destination/s</th> <th>Estimated Duration</th> <th>Brief Description of Purpose of the Travel</th> <th>Target Date/s</th> </tr> </thead> <tbody> <tr> <td>Gaza Strip</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	Gaza Strip											
Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s																	
Gaza Strip																				
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input checked="" type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others [pls. specify]																			
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A																			
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																			

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Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required		
Currency of Proposal	<input checked="" type="checkbox"/> <b>United States Dollars</b> <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency		
Value Added Tax on Price Proposal	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes		
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.		
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted [pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]		
Payment Terms <sup>1</sup>	Please also refer to the ToR		
	Outputs	Percentage	Timing
	Upon satisfactory Completion of the Inception Report	30 %	After 7 days from signing the contract
	Upon Satisfactory Completion of Feasibility study for closing the three random dumping sites	40%	After 20 days from signing the contract and successfully completion of the assignment
E-Waste and Recycling Market Study	30%	After 31 days from signing the contract and successfully completion of the assignment	Condition for Payment Release  Within thirty (30) days from the date of meeting the following conditions:  a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.

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

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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP assigned responsible officers
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> <b>Institutional Contract</b> <input type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement ( <i>if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.</i> ) <input type="checkbox"/> Other Type of Contract [ <i>pls. specify</i> ]
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> <b>Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</b> <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<b>Technical Proposal (70%)</b> <input checked="" type="checkbox"/> Expertise of the Firm 40% <input checked="" type="checkbox"/> Detailed methodology and proposal outline (workplan) 30% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 30% <b>Financial Proposal (30%)</b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider who obtains the highest Total Combined Score on his/her Proposal (based on combined scoring method) <input type="checkbox"/> One or more Service Providers, depending on the following factors :
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4) <sup>2</sup> <input checked="" type="checkbox"/> Detailed TOR (Annex 2) <input type="checkbox"/> Others [ <i>pls. specify</i> ]

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



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<p>Contact Person for Inquiries (Written inquiries only)<sup>3</sup></p>	<p><i>The Procurement Analyst</i>  <i>Proc10.papp@undp.org</i>  <i>Tel: 08-2863364</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p> <p>Deadline to receive enquiries: <b>20 April 2019</b>.</p> <p>Answers to received enquiries (if any), will be documented and sent to all invited bidders on <b>22 April 2019</b></p>
<p>Deadline to receive proposals</p>	<p>Proposals may be submitted on or before the date and time set in the UNDP e-Tendering system for this event/RFQ.  <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a>          Event ID: 0000003636          Dead line: <b>24 April 2019 6:00AM EDT ( 12:00hr Jerusalem Time)</b></p>

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

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## **Annex 2**

### **Terms of Reference for**

#### **1. Background**

UNDP's Programme of Assistance to the Palestinian People (UNDP/PAPP) is the leading development agency working together with the Palestinian people to fulfill their vision of a peaceful, sustainable, and equitable society by promoting safe environment, democratic governance, human development, human security, and livelihoods. UNDP/PAPP has allocated financial resources to support the solid waste sector in the Gaza Strip.

In the Palestinian Territory, solid waste management constitutes a major public service provision that touches the daily lives of the Palestinians having a short term and long-term effects on public health and wellbeing. The situation in Gaza Strip is facing alarming technical, environmental, social, institutional and financial challenges that have led to the huge deterioration of the capacity of service providers, and a lack of sanitary disposal sites; threatening further deterioration to the environment and higher risks of contamination of precious groundwater resources.

Since the economic siege has been imposed on the Gaza Strip, the services provided by the municipalities have been deteriorated very rapidly. In 2017, the population of the Gaza Strip was about 1.87 Million. Based on population projections made by the Palestinian Central Bureau of Statistics, it may be expected that this population will grow to 3.2 Million in the year 2040. An assessment of the per capita waste generation shows that the total amounts of household waste generated by this population will likely rise from 1506 ton / day in 2011 to 3383 ton / day in 2040. Additionally, 147 ton / day of commercial waste, 157 ton / day of market waste and 1200 ton / day of agricultural waste will be generated in 2040. This poses a huge challenge to the waste sector in Gaza Strip, not only taking into account the limited financial resources and underdeveloped levels of waste management services, but also the limited land availability in the Gaza Strip. Therefore, the primary waste collection is largely the responsibility of the 25 municipalities in the Gaza Strip, and practices vary from area to area. In many densely built-up residential areas, collection is performed daily house to house. In some busy commercial areas, the collection is performed more than twice daily from large containers. In less densely built-up areas, waste is collected from street containers within 100 meters from dwellings two or three times per week.

For disposal purposes, there are three legally designated landfill sites in the Gaza Strip:

- Johr Al Deek in the Gaza city, operated by the Gaza Municipality.
- Deir El-Balah in the middle area, operated by the South Joint Services Council.
- Al-Fukhari (Sofa) in the south, operated by the South Joint Services Council.

In addition to the above, there are some three poorly maintained random dumpsites across the Gaza Strip. The volume of waste at these dumpsites has been estimated at 0.35 million tons. Further, two are close to the current Israeli border line, and thus under constant operational restrictions by the Israeli military (Bait Hanoun, Jabalia and Bait Lahia).

Recognizing the importance of conducting full study of solid waste management in the Gaza Strip, UNDP/PAPP performed in full cooperation with several donors such as World Bank, AFD, EU, IDB, Japan and others, a comprehensive feasibility study of solid waste management in the Gaza Strip up to 2040. One of the key questions in this feasibility study was where and how to treat the huge generated quantities of waste, meanwhile making use of the reuse and recycling potentials in Gaza and creating environmentally safe and healthy conditions throughout the waste management cycle against acceptable costs. Whereas many countries have opted to more advanced technologies to treat the waste, such as digestion or incineration, the economic circumstances in Gaza seem not to



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allow these types of technologies for the years to come, making sanitary landfilling the preferred treatment technology in this feasibility study. Therefore, the study analyzed five alternative locations in Gaza for building long term sanitary landfills, and concluded that Johr al Deek, near Gaza City, and Al Fukhari, near the city of Rafah, are the most appropriate locations for establishing long term sanitary landfills. Notwithstanding the extensive need for sanitary landfilling in Gaza, the study recommended and developed a parallel composting strategy, which will allow that up to 18% of the municipal solid waste will be composted and applied by the agricultural sector in Gaza. Currently less than 1% of the waste is composted. Implementing this strategy requires efforts in different domains, including the need to collect separated organic waste fractions at the source so that the produced compost will meet the quality standards required for agricultural applications. Additionally, it will be required to develop an integrated agricultural waste management system within Gaza.

Moreover, Electronic waste, or e-waste is the common term for electronic goods at the end of their life" useful life". Computers, mobile phones, televisions, printers and calculators are all types of electronic goods that are classified as hazardous waste in the Basil Convention, an international treaty regulating cross-border trade in harmful waste", System failure: The UK" s harmful trade in electronic waste, Environmental investigating Agency (EIA), May 2011.

The disposal of e-waste poses a serious problem at both local and global scales. Due to the fast changes and constant innovations in consumer technology, which lead to rapid obsolescence, massive ever-growing amounts of e-waste are being generated throughout the globe. E-waste is one of the fastest growing waste streams and it is growing at three times the rate of municipal waste globally. In general, large household appliances represent the largest proportion of e-waste (around 50%), followed by information and communication technology equipment (about 30%) and consumer electronics (about 10%) (The global impact of e-waste: addressing the challenge; Karin Lundgren, Safe work and Sector, ILO, 2012)

There is a global increasing concern regarding e-waste because of its detrimental effect on the public health and the environment. E-waste can be extremely hazardous as it contains toxic and very harmful chemicals that should be handled with care. For example, a computer processor has an array of different substances that very harmful to human health such as antimony trioxides, poly brominated flame retardants, selenium, cadmium and mercury. Cathode ray tubes that are found in old TVs and desktop computers contain large amounts of lead as well as potentially harmful materials. E-waste contains also small amounts of valuable materials and substances such as copper and iron. At the same time, e-waste is also a source of different types of metals, such as gold, silver, palladium, aluminium and copper, which makes it quite an attractive source of livelihood not only for a large number of poor people, but also for the national and global economy where demand for metal resources is constantly growing. From a global perspective, end-of-life treatment operations of e-waste give rise to new employment and income opportunities for a large group of people. However, these operations are also associated with severe environmental and health hazards, hence reducing their overall benefits to a large extent. So far, there is sufficient evidence to prove that in the absence of a proper recycling infrastructure, namely the use of crude and inefficient recycling techniques in developing countries, metals present in the e-waste are partly lost from the closed loop recycling management.

Most developing countries have not yet been able to enforce national policies and legislations for managing e-waste. Furthermore, lack of technology and skills, and unexplored business and financing opportunities, coupled with an exponential growth in the use of electric and electronic equipment in developing countries, have led to serve challenges in terms of managing e-waste in a proper manner.

As a result of its adverse effect and potential harm to the human health and environment, there are a range of international, regional and national level that govern trade in e-waste. However, in reality, huge quantities of discarded waste end up illegally traded around the world. (ILO and EIA reports). Poverty and the socio-economic

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conditions where e-waste is illegally dumped, often leads to young children being involved in the processing of e-waste such as breaking the electronic goods. The potential health consequences of such activities are alarming and includes reproductive and development problems, damaged immune, nervous and blood systems, kidney damage and impaired brain development.

Management of E-waste is a complex issue and the main objectives are to promote the safe recycling of broken electrical goods through development of proper regulations and enforcement mechanism with special focus on illegal e-waste trade, provision of incentives for the development of green economy and green jobs, improving the working conditions in the workshops where the waste is recycled, raising public awareness among workers and the affected communities among other issues.

On the global level, e-waste recycling is known to be one of the contributors to economy, when it is planned, formalized, managed and oriented environmentally and economically. In Gaza Strip, there is no inventory for the e-waste. There is a gap of knowledge regarding the sources, amounts, processing, and end points of the e-waste, as current e-waste businesses are at an informal level. This makes it hard for local authorities to track, evaluate, and monitor the quality, quantity, and type of e-waste.

The Report on the Development of a National Master Plan for Hazardous Waste Management, published in April 2014 was not able to quantify the e-Waste generated in Gaza Strip, however it has indicated that e-waste if collected by municipality is discarded with the rest of the municipal waste and ends up in either dumpsites or the sanitary landfills. Some of the e-waste is recycled (there is no quantification or estimation of the number of recyclers in e-waste except for the information provided). The hazardous master plan has indicated that the electronic devices are being practically disposed of outside the maintenance workshops, thus leaking their hazardous content into the soil.

Private sector involvement is heavily involved in recycling of e-waste. Palestinians want to regulate e-waste industry because it is a primary source of income. Nevertheless, no records are available.

To understand and recommend possible solutions, there is a need for in depth study that investigates the supply chain and amounts of e-waste, together with the process of e-waste management, with the aim to attain better understanding of the current situation and the potential opportunities of this business.

In this context UNDP/PAPP is seeking an experienced environmental professional consulting firm "will be indicated in the document as the Consultant" to provide technical guidance and support in promoting sustainable growth in the Gaza Strip through Innovative and Economically Valuable Solutions for Solid Waste and E-Waste treatment.

## **2. Objectives of the Assignment:**

The overall objective of the assignment is to explore, seek and recommend the most feasible, valuable and innovative alternative to get rid of the random solid waste dumping sites, besides explore current and potential future e-waste business in the Gaza Strip.

## **3. Scope of Work:**

Under the direct supervision of the programme manager, and in full coordination with EQA and the JSCs, the Consultant will be responsible for following tasks:

1. Conduct a desk review and field visits to explore the solid waste random dumping sites.
2. Conduct a feasibility study for closing the three random dumping sites.
3. Investigate the chain of supply of e-waste to GS.
4. Highlight the potential economic opportunities in e-waste business.
5. Investigate e-waste business stakeholder opinions and recommendations about current and future optimal solutions for this business.

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6. Investigate the current and future potentials of e-waste business from both a governmental and non-governmental organization perspective.
7. Investigate the cost benefit analysis of the current e-waste business.
8. Highlight the effects of current and future legislation on the processing of e-waste.

#### 4. Deliverables:

The consultant is expected to provide the following deliverable:

Item	Description	Level of efforts
Inception Report	Inception report to be submitted (in English) to the UNDP. The inception reports shall clarify the Consultant's overall strategies, methodology, actions and plan on managing and conducting the assignment within the designated timeframe as well as the expected level of quality. The reports shall include a detailed implementation plan of the assignment. including the plan of distribution of the resources and responsibilities. <b>The report should be submitted within one week after the start of the assignment</b>	7
Feasibility study for closing the three random dumping sites	Feasibility study for closing the three random dumping sites to be submitted (in English) to the UNDP. The study shall be constructed along with the outline scope of work. It should include a detailed innovative alternatives and recommendations. In addition, the study shall summarize the whole progress of the assignment regard this task, the accomplished activities, achievements, difficulties, and key lessons learned. The final study shall be submitted in English language in two hardcopies and the one electronic virus-free copy. <b>The study should be submitted within three weeks after the start of the assignment</b>	20
E-Waste and Recycling Market Study	E-Waste and Recycling Market Study to be submitted (in English) to the UNDP. The study shall be constructed along with the outline scope of work. It should include a detailed innovative alternatives and recommendations. In addition, the study shall summarize the whole progress of the assignment regard this task, the accomplished activities, achievements, difficulties, and key lessons learned. The final study shall be submitted in English language in two hardcopies and the one electronic virus-free copy <b>The study should be submitted within four weeks after the start of the assignment</b>	23
Monthly Progress Reports	Monthly progress reports to be submitted (in English) to the UNDP. Each progress report shall summarize the accomplishments of each month in accordance to the TOR. In each progress report, the Consultant should attach copies of the interim deliverables concluded during the period of the report and specify any issues that may have impacted the expected progress, as well as the measures taken to address these issues. <b>The reports should be submitted within five days after the end of each month</b>	-

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## **5- Quotation Process**

### **TECHNICAL PROPOSALS**

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

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

The proposal shall be valid for a minimum of 90 days from the date of bid closing and shall be duly signed by the official representation of the consulting firm and stamped.

### **FINANCIAL PROPOSALS**

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

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

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

### **EVALUATION**

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

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

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Technical proposals will be evaluated based on the following criteria:

No.	Description	Maximum score	Subtotal
1a	<b>Detailed methodology and proposal outline (workplan)</b>	30	
a	Methodolgy		20
b	WORKPLAN Detailed work plan		10
3	<b>EXPERTISE OF THE FIRM</b> <b>Previous experience in the field survey</b>	40	
a	Does the company profile reflect the requirements of the TOR?		20
b	Do projects undertaken relate to the TOR?		10
c	References provided		10
4	<b>MANAGEMENT STRUCTURE AND QUALIFICATION OF KEY PERSONEL</b> <b>CV's of all the staff engaged in the survey</b>	30	
a	Team Leader (advanced degree (a PhD is preferable) in Engineering, Environment science, Economic or other related field)		20
b	Reporting and data collection coordinator (advanced degree (a MSc is preferable) in Engineering, Environment science or other related field).		10
	<b>Total points :</b>	100	

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

**Requirements for experience and qualifications:**

The consultant team shall be composed of a Solid Waste Specialist who will be the Team Leader, besides reporting and data collection coordinator.

**Team Leader:** should have an advanced degree (a PhD is preferable) in Engineering, Environment science, Economic or other related field, with a specific expertise focused on solid waste management in the Gaza Strip. The consultant needs to have the following experience:

- A minimum of 12 years of professional experience specifically related to solid waste management, environment solutions, feasibility studies and supervising similar projects.
- Excellent inter-personal, negotiation and team leading skills required.
- Excellent experience in management, monitoring, evaluation and reporting.
- Show a clear and mature style of design, demonstrating an understanding of the communication requirements of a UN agency.
- Working experience in development or humanitarian environment is desirable.
- Strong and effective verbal and written communications skills, leadership, financial tracking and performance management.
- Advanced experience in the usage of computers and office software packages (MS Word, Excel, etc.).
- Language requirements and Others: fluency in Arabic and English.
- Resident of the Gaza Strip, with possibilities to move between the Gaza Strip and the West Bank.

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**Reporting and data collection coordinator:** should have an advanced degree (a MSc is preferable) in Engineering, Environment science or other related field, the coordinator needs to have the following experience:

- A minimum of 5 years of professional experience specifically related to solid waste management, environment solutions, feasibility studies and supervising similar projects.
- Working experience in development or humanitarian environment is desirable.
- Strong and effective verbal and written communications skills, leadership, financial tracking and performance management.
- Advanced experience in the usage of computers and office software packages (MS Word, Excel, etc.).
- Language requirements and Others: fluency in Arabic and English.
- Resident of the Gaza Strip.

### AWARD OF CONTRACT

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

The UNDP procuring entity will award the Contract to one offeror, who obtains the highest Total Combined Score on his/her Proposal (based on combined scoring method)

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

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

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

Total Combined Score:

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

### 6. RESPONSIBILITIES OF UNDP:

The contract will be made by and with UNDP/PAPP. Payments will be made after approval of the Joint Programme Manager.

### 7. PAYMENT TERMS:

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

Milestone	% Payment	Target Date
Upon satisfactory Completion of the Inception Report	30 %	After 7 days from signing the contract
Upon Satisfactory Completion of Feasibility study for closing the three random dumping sites	30%	After 20 days from signing the contract and successfully completion of the assignment
E-Waste and Recycling Market Study	40%	After 31 days from signing the contract and successfully completion of the assignment

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Annex 3

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

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

**A. Qualifications of the Service Provider**

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

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

**B. Proposed Methodology for the Completion of Services**

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

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

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



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**C. Qualifications of Key Personnel**

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

a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;

b) CVs demonstrating qualifications must be submitted if required by the RFP; and

c) Written confirmation from each personnel that they are available for the entire duration of the contract.

**D. Cost Breakdown per Deliverable\***

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

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

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

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

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



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**Annex 4**  
**General Terms and Conditions for Services**

**1.0 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

**3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

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#### **7.0 INDEMNIFICATION:**

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

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

**8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

**8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

**8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

**8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:

**8.4.1** Name UNDP as additional insured;

**8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

**8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

#### **9.0 ENCUMBRANCES/LIENS:**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

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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.

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**13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- 13.1** The recipient ("Recipient") of such information shall:
- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
- 13.2.1** any other party with the Discloser's prior written consent; and,
  - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
    - 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
    - 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
    - 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

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

#### **15.0 TERMINATION**

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

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## 16.0 SETTLEMENT OF DISPUTES

**16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

**16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

## 17.0 PRIVILEGES AND IMMUNITIES:

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

## 18.0 TAX EXEMPTION

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

**19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

**20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

**21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and



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agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**23.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.