REQUEST FOR PROPOSAL

Provision of Detailed Design and Technical Assistance Services for the Construction of Solar Energy System for Khan Younis Waste Water Treatment Plant (KY WWTP)

RFP No.: RFP: PAL-0000093741

Project: PAL10-00121913: Solar Energy System for Khan Younis Waste Water Treatment Plant (KY WWTP)

Country: Palestine

Issued on: 19 February 2020
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Section 1. Letter of Invitation

Provision of Detailed Design and Technical Assistance Services for the Construction of Solar Energy System for Khan Younis Waste Water Treatment Plant (KY WWTP)

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 and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Bidding Forms
  - Form A: Technical Proposal Submission Form
  - Form B: Bidder Information Form
  - Form C: Joint Venture/Consortium/Association Information Form
  - Form D: Qualification Form
  - Form E: Format of Technical Proposal
  - Form F: Financial Proposal Submission Form
  - Form G: Financial Proposal Form
  - Form H: Form of Proposal Security

If you are interested in submitting a Bid in response to this RFP, please prepare your Bid in accordance with the requirements and procedure as set out in this RFP and submit it through the e-tendering module by the Deadline for Submission of Bids set out in Bid Data Sheet.

In case your company is not registered in the e-tendering system https://etendering.partneragencies.org

Please use the following temporary username and password to register your company / firm

User name: event.guest
Password: why2change

Bidders will be able to access and download the bidding documents once registered.

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on “Accept Invitation” button no later than [27 Feb 2020]. If that is not
RFP: PAL-0000083237

In case, UNDP would appreciate your indicating the reason, for our records.

Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

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

Yours sincerely,

Shehadeh Habash

Head of Procurement

UNDP/PAPP
### A. GENERAL PROVISIONS

| 1. Introduction | 1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at [https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f6-b883-476a-8ef8-e81f93a2b38d](https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f6-b883-476a-8ef8-e81f93a2b38d) |
| 1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP. |
| 1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website ([www.ungm.org](http://www.ungm.org)). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature. |

| 2. Fraud & Corruption, Gifts and Hospitality | 2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP’s Anti-Fraud Policy can be found at [http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti](http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti) |
| 2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners. |
| 2.3 In pursuance of this policy, UNDP (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract. |
| 2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at [http://www.un.org/depts/ptd/pdf/conduct_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf) |

<p>| 3. Eligibility | 3.1 A vendor should not be suspended, debarred, or otherwise identified as |</p>
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<th>ineligibility by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</th>
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<tr>
<td>3.2</td>
<td>It is the Bidder’s responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</td>
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| **4. Conflict of Interests** | Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, 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:

a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by 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;

b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or

c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. |
| 4.1 | In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP’s confirmation on whether or not such a conflict exists. |
| 4.2 | Similarly, the Bidders must disclose in their proposal their knowledge of the following:

a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members 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

b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure. |
| 4.3 | The eligibility of Bidders 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, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal. |
### B. PREPARATION OF PROPOSALS

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<tr>
<th>5. General Considerations</th>
<th>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</th>
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<td>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP.</td>
</tr>
<tr>
<td>6. Cost of Preparation of Proposal</td>
<td>6.1 The Bidder 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 not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</td>
</tr>
<tr>
<td>7. Language</td>
<td>7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language(s) specified in the BDS.</td>
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<tr>
<td>8. Documents Comprising the Proposal</td>
<td>8.1 The Proposal shall comprise of the following documents:</td>
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<tr>
<td></td>
<td>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</td>
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<td></td>
<td>b) Technical Proposal;</td>
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<tr>
<td></td>
<td>c) Financial Proposal;</td>
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<td></td>
<td>d) Proposal Security, if required by BDS;</td>
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<td></td>
<td>e) Any attachments and/or appendices to the Proposal.</td>
</tr>
<tr>
<td>9. Documents Establishing the Eligibility and Qualifications of the Bidder</td>
<td>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP’s satisfaction.</td>
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<tr>
<td>10. Technical Proposal Format and Content</td>
<td>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</td>
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<td>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</td>
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<td>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP.</td>
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<td>10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</td>
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### 11. Financial Proposals

11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.

11.2 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.

11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.

### 12. Proposal Security

12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.

12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.

12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.

12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.

12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:

   a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;
   b) In the event that the successful Bidder fails:
      i. to sign the Contract after UNDP has issued an award; or
      ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.

### 13. Currencies

13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. 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 UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP’s preference, using the conversion method specified above.
14. Joint Venture, Consortium or Association

14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for 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 JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted 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.

14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.

14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.

14.4 The description of the organization of the JV, Consortium or 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 JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.

14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:

a) Those that were undertaken together by the JV, Consortium or Association; and

b) Those that were undertaken by the individual entities of the JV, Consortium or Association.

14.6 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 JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.

15. Only One Proposal

15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.

15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:
### 16. Proposal Validity Period

**16.1** Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.

**16.2** During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.

### 17. Extension of Proposal Validity Period

**17.1** In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders 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.

**17.2** If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.

**17.3** The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.

### 18. Clarification of Proposal

**18.1** Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.

**18.2** UNDP will provide the responses to clarifications through the method specified in the BDS.

**18.3** UNDP shall endeavor to provide 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.
## 19. Amendment of Proposals

19.1 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 Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.

19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.

## 20. Alternative Proposals

20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. 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.

20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as “Main Proposal” and “Alternative Proposal”.

## 21. Pre-Bid Conference

When appropriate, a Bidder’s conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder’s conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder’s Conference or issued/posted as an amendment to RFP.

## C. SUBMISSION AND OPENING OF PROPOSALS

### 22. Submission

22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.

22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.

22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.
Hard copy (manual) submission

22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:

a) The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.

b) The Technical Proposal and the Financial 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 SHALL clearly indicate the name of the Bidder. The outer envelopes shall:

i. Bear the name and address of the bidder;

ii. Be addressed to UNDP as specified in the BDS

iii. Bear a warning that states “Not to be opened before the time and date for proposal opening” as specified in the BDS.

If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

Email Submission

22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:

a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;

b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS.

c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.

eTendering submission

22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:

a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;

b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.

d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The
password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected.

c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS.

d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement-notices/resources/

### 23. Deadline for Submission of Proposals and Late Proposals

| 23.1 | Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP. |
| 23.2 | UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals. |

### 24. Withdrawal, Substitution, and Modification of Proposals

| 24.1 | A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission. |
| 24.2 | Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION" |
| 24.3 | eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos. |
| 24.4 | Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened. |

### 25. Proposal Opening

| 25.1 | There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened. |
**D. EVALUATION OF PROPOSALS**

### 26. Confidentiality

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

26.2 Any effort by a Bidder or anyone on behalf of the Bidder 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 and may be subject to the application of prevailing UNDP’s vendor sanctions procedures.

### 27. Evaluation of Proposals

27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

27.2 Evaluation of proposals is made of the following steps:

- a) Preliminary Examination
- b) Minimum Eligibility and Qualification (if pre-qualification is not done)
- c) Evaluation of Technical Proposals
- d) Evaluation of Financial Proposals

### 28. Preliminary Examination

28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.

### 29. Evaluation of Eligibility and Qualification

29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).

29.2 In general terms, vendors that meet the following criteria may be considered qualified:

- e) They are not included in the UN Security Council 1267/1989 Committee’s list of terrorists and terrorist financiers, and in UNDP’s ineligible vendors’ list;
- f) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,
- g) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required;
- h) They are able to comply fully with UNDP General Terms and Conditions of Contract;
- i) They do not have a consistent history of court/arbitral award decisions
30. Evaluation of Technical and Financial Proposals

30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.

30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.

30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.

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

<table>
<thead>
<tr>
<th>Rating the Technical Proposal (TP):</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TP Rating</strong> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rating the Financial Proposal (FP):</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FP Rating</strong> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Combined Score:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Combined Score</strong> = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</td>
</tr>
</tbody>
</table>

31. Due Diligence

31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:

a) Verification of accuracy, correctness and authenticity of information
| 32. Clarification of Proposals | 32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.  
32.2 UNDP’s request for clarification and the response shall be in writing and 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.  
32.3 Any unsolicited clarification submitted by a Bidder 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. |

| 33. Responsiveness of Proposal | 33.1 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.  
33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |

| 34. Nonconformities, Reparable Errors and Omissions | 34.1 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.  
34.2 UNDP may request the Bidder 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 Bidder to comply with the request may result in the rejection of its Proposal.  
34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows: |
### E. AWARD OF CONTRACT

#### 35. Right to Accept, Reject, Any or All Proposals

| 35.1 | 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 Bidder(s) of the grounds for UNDP’s action. UNDP shall not be obliged to award the contract to the lowest priced offer. |

#### 36. Award Criteria

| 36.1 | Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS. |

#### 37. Debriefing

| 37.1 | In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder’s submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder’s submission shall not be discussed. |

#### 38. Right to Vary Requirements at the Time of Award

| 38.1 | 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. |

#### 39. Contract Signature

| 39.1 | Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may 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 Second Ranked Bidder or call for new Proposals. |

#### 40. Contract Type and General Terms and Conditions

| 40.1 | The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at [http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html](http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html). |
41. **Performance Security**

41.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at [https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_P OPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guar antee%20Form.docx&action=default](https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_P OPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guar antee%20Form.docx&action=default) within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.

42. **Bank Guarantee for Advanced Payment**

42.1 Except when the interests of UNDP so require, it is UNDP’s preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at [https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_P OPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default](https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_P OPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default)

43. **Liquidated Damages**

43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor’s delays or breach of its obligations as per the Contract.

44. **Payment Provisions**

44.1 Payment will be made only upon UNDP’s acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.

45. **Vendor Protest**

45.1 UNDP’s vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder 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/business/protest-and-sanctions.html](http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html)

46. **Other Provisions**

46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.

46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.

# Section 3. Bid Data Sheet

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

<table>
<thead>
<tr>
<th>BDS No.</th>
<th>Ref. to Section.2</th>
<th>Data</th>
<th>Specific Instructions / Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7</td>
<td>Language of the Proposal</td>
<td>English</td>
</tr>
<tr>
<td>2</td>
<td>20</td>
<td>Submitting Proposals for Parts or sub-parts of the TOR (partial bids)</td>
<td>Not Allowed</td>
</tr>
<tr>
<td>3</td>
<td>20</td>
<td>Alternative Proposals</td>
<td>Shall not be considered</td>
</tr>
</tbody>
</table>
| 4       | 21                | Pre-proposal conference | Will be Conducted  
Time: 10:00 a.m. Jerusalem Time  
Date: February 27, 2020 10:00 AM  
Venue: UNDP/PAPP Gaza Office  
The UNDP focal point for the arrangement is:  
Procurement Analyst  
Telephone: 08 2863364  
E-mail: proc10.papp@undp.org  
The bidders/tenderers should confirm in their bids that they have visited and examined the project site and its surroundings, and obtained for themselves, on their own responsibility, all information which may be necessary for preparing the tender/bid and entering into a contract  
Note: No more than 2-3 representatives from each bidder to attend the Pre-Bid conference / site visit. |
| 5       | 10                | Proposal Validity Period | 120 days |
| 6       | 14                | Bid Security | Required in the amount of USD 3,000 valid for 120 days  
Acceptable Forms of Bid Security  
- Bank Guarantee  
- Certified Bank Check  
The original hard copy of the bid security must reach the office (by hand or courier) within ten days from deadline of bids submission; |
<p>| 7       | 41                | Advanced Payment upon signing of contract | Not Allowed |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>42</td>
<td>Liquidated Damages</td>
<td>Will be imposed as follows: Price/deduction amount per day of unjustified delay: 0.1% of the contract total price. Max. deduction of contract price: 10 per cent. Next course of action: contract termination.</td>
</tr>
<tr>
<td>9</td>
<td>40</td>
<td>Performance Security</td>
<td>Required in the amount 10% of the resulting contract value and valid for the contract duration plus one month.</td>
</tr>
<tr>
<td>10</td>
<td>18</td>
<td>Currency of Proposal</td>
<td>United States Dollar.</td>
</tr>
<tr>
<td>11</td>
<td>31</td>
<td>Deadline for submitting requests for clarifications/questions</td>
<td>March 1, 2020 12:00 AM.</td>
</tr>
<tr>
<td>12</td>
<td>31</td>
<td>Contact Details for submitting clarifications/questions</td>
<td>Focal Person in UNDP: Procurement Analyst. Address: UNDP/PAPP 3 Ya’qubi Street Jerusalem. Telephone: 972 2 6268200 Facsimile: 972 2 6268222/3. E-mail address dedicated for this purpose: <a href="mailto:proc10.papp@undp.org">proc10.papp@undp.org</a>.</td>
</tr>
<tr>
<td>13</td>
<td>18, 19 and 21</td>
<td>Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries</td>
<td>Posted directly to eTendering. Will be posted on March 5, 2020 12:00 PM.</td>
</tr>
<tr>
<td>14</td>
<td>23</td>
<td>Deadline for Submission</td>
<td>March 12, 2020 12:00 AM. For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.</td>
</tr>
<tr>
<td>14</td>
<td>22</td>
<td>Allowable Manner of Submitting Proposals</td>
<td>☒ e-Tendering.</td>
</tr>
</tbody>
</table>
|   |   | Electronic submission (email or eTendering) requirements | Format: PDF files only  
• File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.  
• All files must be free of viruses and not corrupted.  
• The financial proposal shall be encrypted with password and clearly labelled;  
• Password for financial proposal must not be provided to UNDP until requested by UNDP.  
• Max. File Size per transmission / maximum possible size for any single email as to be able to reach us: 10 MB  
• Mandatory subject of email: RFP: PAL-0000093741 |
|---|---|---|---|
| 16 | 22 | Evaluation Method for the Award of Contract | Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively  
The minimum technical score required to pass is 70%. |
| 17 | 27 | Expected date for commencement of Contract | April 1, 2020 |
| 18 |   | Maximum expected duration of contract | 12 Months |
| 19 |   | UNDP will award the contract to: | One Proposer Only |
| 20 | 35 | Type of Contract | Purchase Order and Contract for Goods and Services for UNDP  
| 21 | 39 | UNDP Contract Terms and Conditions that will apply | UNDP General Terms and Conditions for Professional Services  
| 22 | 39 | Other Information Related to the RFP | For details please refer to Section-5 Terms of Reference |
Section 4. Evaluation Criteria

Preliminary Examination Criteria

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

<table>
<thead>
<tr>
<th>Subject</th>
<th>Criteria</th>
<th>Document Submission requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELIGIBILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legal Status</td>
<td>Vendor is a legally registered entity as a consulting firm or related field to the assignment.</td>
<td>Form B: Bidder Information Form</td>
</tr>
<tr>
<td>Eligibility</td>
<td>Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.</td>
<td>Form A: Technical Proposal Submission Form</td>
</tr>
<tr>
<td>Conflict of Interest</td>
<td>No conflicts of interest in accordance with RFP clause 4.</td>
<td>Form A: Technical Proposal Submission Form</td>
</tr>
<tr>
<td>Bankruptcy</td>
<td>Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.</td>
<td>Form A: Technical Proposal Submission Form</td>
</tr>
<tr>
<td>Any additional criteria if required</td>
<td></td>
<td></td>
</tr>
<tr>
<td>QUALIFICATION</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### History of Non-Performing Contracts

Non-performance of a contract did not occur as a result of contractor default for the last 3 years.

**Form D: Qualification Form**

### Litigation History

No consistent history of court/arbitral award decisions against the Bidder for the last 5 years.

**Form D: Qualification Form**

### Previous Experience

Minimum **Seven (7)** years of experience in providing consultancy services in engineering fields.

Minimum **two (2)** contracts in PV solar energy field implemented over the last **Seven (7)** years.

At least one of the implemented contracts should be of a contract value not less than USD15,000.

*(For JV/Consortium/Association, all Parties cumulatively should meet requirement)*.

**Form D: Qualification Form**

### Financial Standing

Minimum average annual turnover of USD**200,000** for the last five (5) years.

*(For JV/Consortium/Association, all Parties cumulatively should meet requirement)*.

Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.

*(For JV/Consortium/Association, all Parties cumulatively should meet requirement)*.

**Form D: Qualification Form**

### Technical Team

Please refer to Section-5 Terms of Reference for details on required team and CVs.

---

1 Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.
### Technical Evaluation Criteria

<table>
<thead>
<tr>
<th>Summary of Technical Proposal Evaluation Forms</th>
<th>Points Obtainable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Bidder’s qualification, capacity and experience</td>
<td>300</td>
</tr>
<tr>
<td>2. Proposed Methodology, Approach and Implementation Plan</td>
<td>400</td>
</tr>
<tr>
<td>3. Management Structure and Key Personnel</td>
<td>300</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1000</strong></td>
</tr>
</tbody>
</table>

#### Section 1. Bidder’s qualification, capacity and experience

<table>
<thead>
<tr>
<th></th>
<th>Points obtainable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Reputation of Organization and Staff Credibility / Reliability / Industry Standing</td>
<td>30</td>
</tr>
<tr>
<td>1.2 General Organizational Capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted</td>
<td>90</td>
</tr>
<tr>
<td>1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country</td>
<td>120</td>
</tr>
<tr>
<td>1.4 Quality assurance procedures and risk mitigation measures</td>
<td>30</td>
</tr>
</tbody>
</table>
| 1.5 Organizational Commitment to Sustainability (mandatory weight)  
  - Organization is compliant with ISO 14001 or ISO 14064 or equivalent – 20 points  
  - Organization is a member of the UN Global Compact -5 points  
  - Organization demonstrates significant commitment to sustainability through some other means- 5 points, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues | 30 |
| **Total Section 1** | **300** |
### Section 2. Proposed Methodology, Approach and Implementation Plan

| Points obtainable |  
|-------------------|---
| 2.1 Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? | 80 |
| 2.2 Description of the Offeror’s approach and methodology for meeting or exceeding the requirements of the Terms of Reference | 100 |
| 2.3 Details on how the different service elements shall be organized, controlled and delivered | 50 |
| 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement | 20 |
| 2.5 Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic | 100 |
| 2.6 Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the project. | 50 |
| **Total Section 2** | **400** |

### Section 3. Management Structure and Key Personnel

| Points obtainable |  
|-------------------|---
| 3.1 Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services? | 30 |
| 3.2 Qualifications of key personnel proposed |  
| **Local Staff** |  
| 3.2 a Team Leader | 40 |
| - General Experience | 12 |
| - Specific Experience relevant to the assignment | 20 |
| - Training Experience | 4 |
| - Language Qualifications | 4 |
| 3.2 b Senior Civil / Structural Engineer | 20 |
| - General Experience | 6 |
| - Specific Experience relevant to the assignment | 10 |
| - Training Experience | 2 |
| - Language Qualifications | 2 |
### Senior Electrical Engineer
- General Experience: 12
- Specific Experience relevant to the assignment: 20
- Training Experience: 4
- Language Qualifications: 4

### Senior Mechanical Engineer
- General Experience: 6
- Specific Experience relevant to the assignment: 10
- Training Experience: 2
- Language Qualifications: 2

### Environmental Expert
- General Experience: 6
- Specific Experience relevant to the assignment: 10
- Training Experience: 2
- Language Qualifications: 2

### Procurement Specialist
- General Experience: 3
- Specific Experience relevant to the assignment: 5
- Regional/International experience: 1
- Language Qualifications: 1

### International Staff
### Senior Electrical Engineer
- General Experience: 12
- Specific Experience relevant to the assignment: 30
- Regional/International experience: 6
- Training Experience: 6
- Language Qualifications: 6

### Senior Solar PV SCADA Expert
- General Experience: 12
- Specific Experience relevant to the assignment: 30
- Regional/International experience: 6
- Training Experience: 6
- Language Qualifications: 6

### Total Section 3: 300
Section 5. Terms of Reference

Provision of Detailed Design and Supervision Services for the Construction of Solar Energy System for Khan Younis Waste Water Treatment Plant (KY WWTP)

This document sets out the Terms of Reference for Consultancy Services for the Detailed Design and Technical Assistance for the Construction of Solar Energy System for Khan Younis Waste Water Treatment Plant (KY WWTP) in the Gaza Strip. The assignment will be managed and supervised by the United Nations Development Programme/Programme of Assistance to the Palestinian People (UNDP/PAPP) and financed through a grant from the Government of Norway. The services are part of the Solar Energy System for Khan Younis Waste Water Treatment Plant Project.

1. Introduction

1. UNDP has been entrusted by the Government of Norway with a Grant for the implementation of the project PAL10-00121913, “Solar Energy System for Khan Younis Wastewater Treatment Plant (KY WWTP)”. Fund is available under this project.

2. KY WWTP, phase I, at a flow capacity of 26,600 cubic metres per day, was constructed and commissioned in November 2019. Whilst the operation of the plant started immediately after the commissioning, the provision of the electrical power represents a major and immediate challenge within the protracted and worsening shortage of electricity in Gaza.

3. To provide a constant supply of electricity for the plant, the Palestinian Energy and Natural Resources Authority (PENRA) has endorsed the proposed intervention for implementing an on-grid photovoltaic (PV) solar energy system with estimated capacity of 07 MWp for KY WWTP, phase I, that can be designed as an extendable system and constructed into integrated phases.

4. In May 2019, 80 dunums (08 hectares) of land were allocated for the solar energy system for KY WWTP. The land is located directly on the south eastern side of KY WWTP site at around 300 m from the eastern border line of the Gaza Strip. The land will be owned by Khan Younis Municipality. A general layout for KY WWTP project and a Google earth’s image of allocated land for the solar energy system for KY WWTP are shown in Annex I.

5. The overall project of the solar energy system at the estimated 07 MWp capacity aims to achieve optimal operation of KY WWTP, phase I, and reduce the overall running cost by around 50%, helping to attain a sustainable operation of the plant.

6. Within the available fund, UNDP/PAPP is planning to design the overall PV solar energy system at estimated 07 MWp capacity for the constructed KY WWTP, phase I, complete with all required infrastructures, and provide complete set of tender documents for different packages as appropriate to construct the project into integrated phases. UNDP/PAPP is also planning to implement, construct and commission the first phase of this solar energy system with a capacity of at least 1.3 MWp, complete with its relevant infrastructures, including carrying out half year operation after commissioning, to be a complete, functional and operational project.

7. UNDP/PAPP is seeking to hire an experienced consultancy firm (hereinafter: the consultant) to provide the detailed design for the overall PV solar energy system at estimated 07 MWp capacity for
KY WWTP, phase I, and tender documents for the different phases/packages. The consultant is also required to provide technical assistance services for the construction, commissioning and handing over of the first phase of this solar energy system with a capacity of at least 1.3 MWp, and as will be detailed hereinafter in the pertinent sections of this TOR.

8. At high international caliber, the consultant shall carry out and provide all necessary technical and professional works and services and apply all professional knowledge, skills, tools and techniques required to effectively perform the assignment’s different tasks and activities and to ensure having a complete, functional and operational project at end stage.

9. The consultant will enter into a contract with UNDP/PAPP in substantially the same form and substance as specified in section 2; instructions to bidders and section 3; bid data sheet of the RFP.

10. UNDP/PAPP will manage and supervise the assignment in close cooperation with partners; the Palestinian Energy and Natural Resources Authority (PENRA), the Palestinian Water Authority (PWA), the Coastal Municipalities Water Utility (CMWU) and Khan Younis Municipality.

11. The selected consultant under this Terms of Reference shall perform and provide the following services:

   Task 1: Preparation and Provision of the Initial Design
   Task 2: Preparation and Provision of the Detailed Design
   Task 3: Carrying out High-Level Assessment of Potential Environmental and Social Impacts
   Task 4: Preparation of UNDP’s Requirements
   Task 5: Preparation and Provision of the Tender Documents
   Task 6: Provision of Technical Assistance

2. Background

1. The Khan Younis Governorate extends over a wide geographic area of around 108 square kilometres in the southern part of the Gaza Strip, and it is inhabited by around 389,000 residents (projected population in 2019, based on the 366,000-total population in 2017, PCBS). The Governorate suffered from the absence of a comprehensive sewerage collection system and functional waste water treatment plant as the generated sewage was disposed of in the environment and the Mediterranean Sea without any treatment or partially treated; posing serious risks to public health as well as contaminating the ground water aquifer, sea water and marine life.

2. KY WWTP is prioritized by the PWA as a strategic environmental project. It aims to protect the public health, water resources and environment of Khan Younis residents, through the development of public and social infrastructure in the Gaza Strip. It will contribute to achieving the PWA’s objective for water security, and balanced water management by providing a new non-conventional water source of treated wastewater that will recharge the aquifer that can be used for agricultural purposes.

3. KY WWTP was designed as an extendable wastewater treatment plant to be constructed into two phases according to available resources. The design figures are based on flow of 26,600 cubic metres per day for phase I, and 44,900 cubic metres per day for phase II. With funding from the Government of Japan, the Kuwait Fund for Arab Economic Development through the Islamic Development Bank, and co-financing by UNDP, KY WWTP, phase I was constructed and commissioned in November 2019. This entails the first phase of the treatment plant, effluent and emergency pressure pipeline, infiltration basins to recharge the treated effluent into the aquifer and the main electrical power
supply line. The operation stage of the plant started after completing the commissioning stage in early November 2019.

4. The electricity shortage is a major cause undermining the provision of water, sanitation and hygiene services. Gaza has been suffering from a chronic electricity deficit since 2006, which was aggravated during the 2014 hostilities when the Gaza Power Plant (GPP) was destroyed. While electricity needs are around 450 MW, only around 85 MW is produced by the GPP, electricity supplied from Egypt is currently non-existent, and supply from Israel is around 120 MW, leaving a gap of around 245 MW. The dire economic situation in Gaza has also led to a very low collection rate of electricity fees, placing the burden of covering extra fuel costs on Gaza Electricity Distribution Corporation (GEDCO). Interruptions to electricity is not a matter of inconvenience, but severely affects delivery of essential services. Due to the huge electricity deficit, the KY WWTP will rely heavily on back-up generators run on fuel to operate at a limited capacity as the cost for 1 kWh of electricity supplied by diesel generation is equivalent to minimum 2.3 kWh supplied by the main grid, the operator of KY WWTP, clarified that they could provide fuel to operate the diesel generators - as standby for emergency cases only.

5. Reliable and uninterrupted electrical power is needed to maintain the biological treatment processes for the waste water treatment plant and is a prerequisite for a fully functional and effective operation of KY WWTP. It is therefore very important, in view of reducing the energy costs, that an alternative power supply source from Photovoltaic panels, is implemented as soon as possible.

6. UNDP conducted consultation meetings in November and December 2018 with the concerned parties including the PWA, the CMWU, Khan Younis Municipality, the PENRA and GEDCO to discuss and agree upon a practical approach to secure continuous electricity needed to operate KY WWTP. PENRA highlighted that increases in power are not expected in Gaza before 2021. The CMWU, the operator of KY WWTP, clarified that they could provide fuel to operate the diesel generators - as standby for emergency cases only. PENRA and all parties agreed that the construction of a solar energy system would be the best option to support GEDCO in meeting the urgent electrical demands for KY WWTP. PENRA has endorsed in January and July 2019 the implementation of an on-grid solar energy project for KY WWTP with a capacity of 07 MW that can be connected to the GEDCO main grid.

7. Solar renewable energy has the highest potential to add new resource to the electricity grid due to Gaza’s sunny weather, which lasts for more than 300 days annually. The Palestinian government has recognized the importance of opportunities in renewable energy, and in 2011, a national strategy was launched for mainstreaming renewable energy as a new source for providing electricity services in the State of Palestine. PENRA is aiming to achieve 25% of energy demands in the State of Palestine from renewable resources by 2020.

8. The detailed design of KY WWTP was provided by the consultant Sogreah (later on Artelia) in December 2010. The energy consumption for KY WWTP was calculated based on a global consumption rate of 1.8 kWh/kg BOD5-incoming. For KY WWTP, phase I, with a flow capacity of 26,600 cubic metres per day, the total annual electricity consumption for the plant and its effluent pumping station was estimated at 10.45 GWh/year.

9. In November 2015, UNDP carried out through Artelia consultant, a preliminary study to assess the solar energy needed to operate the plant and proposed scenarios. Based on the following assumed
daily load curve, the solar energy expert estimated that the energy consumption for KY WWTP, phase I, will be around 12.6 GWh per year.

Daily Load Curve, Phase I

10. The wastewater was introduced to KY WWTP on 09 September 2019. The plant was in testing and commissioning until 7 November 2019 and the operation stage started on 8 November 2019. After stabilization and achieving the effluent quality requirements, the total energy consumption against incoming flow rate was recorded from 02 to 11 November 2019. It was noted that the incoming flow is ranging between 5,080 to 12,130 m³/day and the specific energy consumption ratio is ranging between 1.39 - 0.87 kWh/m³.

11. Reviewing the above, two estimates are given for the energy consumption of the plant. For the estimated energy consumption of around 12.6 GWh per year, with expected energy generation for a 01MWp ground mounted PV solar plant is about 1.73 GWh per year, a 7.3 MWp PV plant would produce adequate power, provided that there is sufficient energy storage capacity to ensure matching between consumption and electricity delivery. On the other hand, for the estimated energy consumption articulated in the detailed design report of KY WWTP of around 10.45 GWh per year, a 6 MWp PV solar plant would produce the adequate power.

12. Based on the records of real operational data of the total energy consumption against incoming flow rate for KY WWTP, that shall be monitored, collected and reviewed by the consultant through the detailed design stage, the optimized sizing of the PV solar energy system reflecting the real demand of KYWWTP shall be assessed and calculated by the consultant throughout the detailed design stage; considering the GEDCO’s net metering system applied for such renewable energy projects.

13. The overall solar energy system shall allow providing all electricity required to operate KY WWTP during the day. The system shall also allow the surplus of the power generated during the day to be stored in the GEDCO main grid and to be returned to KY WWTP at night. Thus, all electricity required to operate KY WWTP shall be provided on a continuous basis (24/7).

14. This assumption is made since the solar energy system will be connected with GEDCO’s main electrical line located at Salah Eldeen street, where GEDCO confirmed that the electricity (around 12-13 MW) is available in this line for 24/7. The electrical power supply line connecting KY WWTP with this GEDCO’s main electrical line has already been constructed through the UNDP intervention with KY WWTP project. GEDCO was able to supply all needed electricity for the commissioning and operation stages of KY WWTP from this line on a continuous basis without major cuts.
15. Throughout the detailed design, the consultant shall make assessment for the available electricity network capacities, harmonics, etc. and consider any modification for this network for compatibility to receive the new surplus energy produced by the solar energy system.

16. In case of the grid outage, the plant is already provided with three generators of different sizes to cover the energy demand. Considering Gaza’s conditions, the risk of inability to deliver any surplus electricity to the main grid (due to grid outage) shall be assessed by the consultant along with the sizing of the PV solar energy system. In addition, the consultant shall make assessment and consider in the detailed design the islanding/microgrid-operational opportunities for the best use of generated energy during the grid outage including sourcing strategy to be adopted by GEDCO.

17. The scope of work includes making assessment and comprehensive study for the solar energy needs to efficiently operate KY WWTP, phase I. It also includes providing detailed design and tender documents for an overall and extendable solar energy system to be constructed into integrated phases, and providing technical assistance for the construction, commissioning and handing over of the first phase of this solar energy system.

3. Objectives of the Assignment

The primary objectives of the consultant’s services are:

- To perform and produce a comprehensive and completed detailed design for an extendable and phased solar energy system for KY WWTP.
- To produce complete sets of tender documents for the construction of different and integrated phases of the solar energy system for KY WWTP based on which UNDP can launch the tendering of the construction works.
- To provide technical assistance through the construction, commissioning and handing over stages of the first phase of the solar energy system, in addition to other phases that might be implemented within the same period; started from the commencement of the construction works. The consultant shall ensure that all works are executed in full compliance with the design and the contracts and conform to:
  - The specified quality standards of plant, materials and workmanship;
  - The contracts prices and time for the completion of works;
  - Acceptable safety and environmental standards.
- To ensure that the overall project is fully operational and performing in conformity with design and contracts requirements.

4. Scope of Work of the Assignment

The consultant shall carry out his duties and responsibilities laid down in this TOR as well as all other duties set out in the RFP in accordance with delegation provided to him by UNDP. The consultant shall carry out and provide all professional works and services and apply all professional knowledge, skills, tools, software and techniques required to effectively perform the detailed design and the technical assistance during the construction, commissioning and handing over stages in accordance with globally recognized standard of profession and engineering procedures that are generally recognized as good practice.
The consultant’s scope of work is understood to cover all activities necessary to accomplish the stated objectives of these services, while adhering to best practices of the profession, whether or not a specific activity is cited in this TOR. The consultant shall be responsible for securing the consultancy services as required by the contracts during the assignment periods.

The consultant has to familiarize himself with local and security circumstances of the Gaza Strip including reiterated closure of crossings for people and supplies, which could affect the progress of works on the ground. Therefore, the consultant shall take into account all the consequences that may arise due to these circumstances. As mentioned earlier, the project site is located beside KY WWTP site at around 300 metres from the eastern border line of the Gaza Strip.

The consultant shall carry out all necessary and required communications and coordination with all partners including PENRA and GEDCO, statutory bodies, concerned authorities to have all needed data, information, licensees, approvals, etc. and realize all factors that might affect the design and facilitate proper implementation of the construction works.

The consultant shall perform and prepare a complete detailed design for an extendable and phased PV solar energy system for KY WWTP by utilizing most advanced, appropriate, cost effective and efficient technology. The detailed design will be the basis for the contractors’ tenders and shall include all the necessary information and details for the precise construction and operation of the solar energy system for KY WWTP.

The final outputs of the detailed design and the technical assistance assignment are to produce complete set of tender documents for the solar energy system for KY WWTP including, but not limited to, drawings, specifications and bill of quantities, UNDP’s requirements for the various packages/phases, and to having the first phase of the solar energy system, in addition to other phases that might be implemented within the same period, constructed, commissioned and handed over in conformity with the design and contracts requirements, and as defined and required in the pertinent sections of the TOR.

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

### 4.1. Task 1 – Preparation and Provision of the Initial Design

The consultant shall review all necessary data, information and studies related to the solar energy system for KY WWTP, set up the final detailed scope of work and shall prepare final dimensioning of the main components and equipment as well as the preliminary lay-out drawings. The responsibility of the correctness, soundness and adequacy of data and design will lie on the consultant. The main tasks shall be performed in accordance with, but not limited to, the following:

1. Review and assess the available information and all relevant documents (national strategy and plans for renewable energy, assessment and feasibility studies of solar PV potential for Gaza in general and for KY WWTP in specific, existing utilities, etc.) for adequacy of coverage of the design of the project components and for completeness of information with regard to efficient design, construction and operation of the solar energy system for KY WWTP.

2. Review and assess the design and as built drawings, electrical loads and single line diagrams for KY WWTP and provide complete load table for all electrical components of the plant.
3. Record, analyse and assess the real/actual operation data of the energy consumption against incoming flow rates of KY WWTP (including details for daily hours power demand, harmonics, power factor, frequency, voltage, etc.) for optimized sizing of the PV solar energy system reflecting the real/actual energy demand of KYWWTP.

4. Carry out all the required site topographical surveys and soil investigations to the extent necessary to carry out detailed design and produce comprehensive data including all the needed topography, meteorological and hydrological data. A working plan for topographical survey and soil investigations shall be submitted in the inception report. The field investigations at the allocated solar energy system site area of around 08 hectares shall include:
   a. surveying in square 10*10 m and preparation of topographical (digital format) map of the site;
   b. establishing coordinates for all components in enough details for the detailed design and as a basis for the execution of the works;
   c. establishing durable benchmarks on ground in enough number to identify boundaries and alignments of all works;
   d. soil investigations and sampling, laboratory analysis, interpretation and conclusions in maximum 20 points of 05 m depth in order to determine excavation conditions, foundation and back-filling requirements.

The field investigations along the access road/s for KY WWTP and the solar energy system for KY WWTP and the routes of the main electrical lines shall include:
   a. surveying in intervals of 20 m for the access road/s and the routes of the main electrical lines;
   b. identifying the final access road/s and the routes of the main electrical lines and clarification of land ownership along the roads;
   c. soil investigations in intervals of 250 m and interpretation and conclusions of the investigations in order to determine excavation conditions, foundation and back-filling requirements;
   d. preparation of lay-out and profile drawings for the final roads and the routes of the main electrical lines.

5. Make analysis for the solar irradiation and computation for the potential PV production at the project’s site and recommend the best cost effective and efficient scenarios for utilizing the generated PV energy and providing the whole electricity required for full operation of KY WWTP. This shall include making assessment and simulation for the energy yield which could be expected over the whole project lifetime.

6. Make analysis for the electricity supply in Gaza; particularly in Khan Younis area. Make assessment for the available electricity network capacities, harmonics, parameters, voltage frequency, etc., the potential impacts of installing the Mega solar energy system for KY WWTP and consider any modification for this network for compatibility to receive the new surplus energy produced by the solar energy system.

7. Make assessment for the energy demand data (daily/annual) of nearby demand centres and identify physical points of connection of the PV solar energy system with GEDCO main grid and alternative connections options.

8. Considering Gaza conditions, assess and analyse the risk of inability to deliver any surplus electricity to the main grid (due to grid outage) along with the sizing of the PV solar energy system. Based on
the assessment, the consultant shall consider in the detailed design the islanding/microgrid-operational opportunities for the best use of generated energy during the grid outage including sourcing strategy to be adopted by GEDCO.

9. Identify physical points of connection between the solar energy system, GEDCO main grid and KY WWTP, provide preliminary design for all related electrical lines, electrical components and related infrastructures and all to be supported by full calculations and drawings with all relevant parameters and data shown and explained and as necessary.

10. Identify physical points of connection for telephone, water supply, utilities and access roads and provide preliminary design to all related infrastructure works, including, telephone, direct connection via Ethernet, water supply, access road/s, fencing, landscaping, etc. for the solar energy system and all to be supported by full calculations and drawings with all relevant parameters and data shown and explained and as necessary.

11. Define general design approach, make comparison for different PV technologies and put recommendations for the selection as to the most advanced, appropriate, cost effective and efficient PV technology, materials and equipment to be used for the works. The consultant shall consider the scarcity of land in Gaza Strip to develop the design that is responsive to efficient land use. Any solution shall be friendly to all ecosystem in the area as well as the safety of people.

12. Advise on all statutory requirements regarding serving of notices, obtaining permits, warrants, licenses, approvals or statements of no-objection from all statutory entitled bodies and authorities, together with details of the associated costs and time scale, to ensure the works will be implemented without delay.

13. Provide preliminary design for the PV solar energy system including description of the proposed works, design criteria, schematic design, general layout plans, initial sizing of the system, electrical networks and connections, capacities of electrical equipment and components, facilities, infrastructures including water supply and pumping system for cleaning the PV panels, weather monitoring station unit, telephone, internal roads, access road/s, landscaping, fencing, security guard room, etc.

14. Determine and prioritize the different phases and packages of the overall solar energy system, all to be supported by full calculations and drawings with all relevant data and as necessary, and make recommendations concerning contractual arrangements for international and local contractors. The priority first phase of the solar energy system is with a capacity of at least 1.3 MWp.

15. Prepare preliminary capital cost estimate in total and for each of the works elements, the proposed phases and packages.

16. Produce implementation programme for the project phases and packages. The programming shall make allowance for an operative and efficient implementation of the project components, phases and packages for minimizing disruption to the work activities.

17. The Initial Design Report shall also include monitoring and control mechanisms of the solar energy system, required O&M, plan for start-up and required verification, required technical assistance and more detailed investments and running costs estimations. It shall also include the design criteria and parameters, general layout plans for reference, etc, in addition to all needed topography, meteorological and hydrological data.
18. Calculations and drawings shall be produced by computer software and digital copies shall be submitted to UNDP.

19. After written approval and subject to the incorporation of any comments on the Initial Design Report, the consultant shall proceed with the Detailed Design.

4.2. Task 2 – Preparation and provision of the Detailed Design

The Detailed Design for the works shall be based on the available information of KY WWTP and the approved Initial Design Report. It shall comprise the finalization of the Design, Calculations, Optimized Sizing, Dimensioning, Drawings, Technical Details, Specifications, Tender Documents, Schedules, Final Estimates for Investment and Running Costs, Construction Programme and all relevant data and requirements needed for the precise execution and implementation of the Project.

The consultant shall be responsible for performing the Detailed Design for an overall and extendable solar energy system at estimated 07 MWp capacity for KY WWTP, phase I, to enable the preparation of complete tender and contracts documents for the different packages/phases agreed upon in task 1.

The Detailed Design of the solar energy system for KY WWTP shall include, but not limited to, the following:

1. Detailed topographical survey and soil investigations for the site of the solar energy system.

2. Detailed topographical survey and soil investigations for the access road/s and routes of electrical lines and connections to be made between the solar energy system, GEDCO main gird and KY WWTP.

3. Detailed layouts and mapping for the site, the PV system, electrical lines and connections to be made between the solar energy system, GEDCO main gird and KY WWTP, electrical components, equipment, panels, facilities and infrastructures including telephone lines and data Ethernet connections, water supply lines and pumping system for cleaning the PV panels, telephone, internal roads, access road/s, landscaping, fencing, security guard room, etc.

4. Design load calculations, single line diagrams, analysis and computations for solar irradiation and PV solar energy production, optimized sizing of the PV solar energy system, detailed description of the adopted scenario for utilizing the generated PV energy, detailed description of the selected PV technology, energy yield and losses calculations, etc.

5. Simulation (using different software such PVSYST, Solar GIS, etc.) with detailed parameters, performance analysis for the system, shading, assumed electricity losses and others for the energy yield which could be expected over the whole project lifetime.

6. The civil works and all related infrastructures, including buildings, rooms and facilities for administration, inverters, transformers, electrical panels and switchgears, generators, control with PLC, SCADA system, water supply and pumping systems, telephone, internal roads, access road/s, landscaping, fencing, security guards room, etc.

7. Detailed design for the PV solar energy system including, but not limited to, mounting structures and foundations, all electrical and control works, power feeding lines and connections between the solar energy system, GEDCO main gird and KY WWTP, AC and DC external and internal electrical networks and connections, DC/AC inverters, transformers, PV distribution boards, electrical panels, combiner boxes, control with PLC, SCADA system, Bi-directional metering system, complete earthing
protection system for all AC/DC components in addition to complete protection system against direct lightning strikes and induced overvoltage, lighting system, CCTV works, etc.. The PV module groups shall be distributed in such a way to ensure optimal orientation (azimuth angle, inclination) to achieve the highest solar yield without shading and to ensure maximum air cooling for the photovoltaic panels. The SCADA system shall be integrated with the existing SCADA system in KY WWTP. The SCADA system shall allow monitoring, controlling and operating the PV solar energy system, in addition to monitoring loads in KY WWTP including generators’ system; utilizing smart grid management. The SCADA system shall support the remote monitoring through Ethernet connection with PENRA and GEDCO to facilitate the monitoring of the solar energy system for KY WWTP supporting the proper operation. In addition, a weather monitoring station unit shall be connected to PLC and SCADA system to measure the solar radiation, wind speed, wind direction, PV temperature, ambient temperature, humidity and rainfall along with inverters and energy meters data for the solar energy system.

8. All mechanical equipment, heating, cooling, ventilation, water supply and pumping system for cleaning the PV panels, plumbing works, etc...

9. Description of personnel needed to operate the solar energy system project.

10. Operation control of the solar energy system including equipment and tools needed in operation control and maintenance requirements.

11. Investment costs and running costs estimate.

12. Construction Programme/s.

13. Recommend to UNDP the necessary factory acceptance testing to be done as well as other testing to different components for quality assurance.

14. Proposed training to enhance the capacity of the local operator for a sustainable operation of the solar energy system.

15. Prepare and provide detailed and specified materials lists for different packages and ensure making them available to enable UNDP coordinating the access of these materials into the Gaza Strip with the Israeli concerned authorities in due time to assure performing the on-sites works as scheduled;

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

1. Relevant data.

2. Required site investigations, including topography, meteorological and hydrological data and mapping.

3. Required shading analysis results, load analysis results, cable cross section calculations, losses analysis, etc...

4. Final Design containing a summary of the design criteria.

5. Drawings: Complete detailed design drawing of all works indicated above in sufficient detail for tendering and contractual purposes. The drawings shall include lay-out plans, longitudinal cross sections, architectural, civil, structural, mechanical, electrical, instruments and control including weather monitoring station unit, earthing and lightning system, the PV system components,
equipment, transformers, inverters, panels, cables, wiring, cable tracks, single line diagrams for the PV system components, distribution lay-out for the PV modules groups, string inverters, AC/DC connections and components with sufficient detailing, electrical connections between the solar energy system, GEDCO main grid and KY WWTP, SCADA scheme including complete interconnection with the power distribution network and the PV system components, connections with the existing SCADA system of KY WWTP as well as connections to PENRA and GEDCO, instrumentation and communication works, fixtures, all other installations, facilities, infrastructures including, water supply and pumping system for cleaning the PV panels, telephone, internal roads, access road/s, fencing and landscaping, etc., and all other drawings to a level of the detail to precisely implement the PV solar energy system components.

6. Specifications: Comprehensive and up to date, in accordance with best current knowledge, general and particular technical specifications for all civil works, mechanical, electrical, PV solar energy system and components, control with PLC, SCADA works and all other related works, based on internationally accepted standards such as IEC, ISO, BS or other standards as appropriate and are sufficient for procurement, installation and construction works.

7. Bill of Quantities with Method of Measurement: The Bill of Quantities shall be detailed with accurate quantities. The Bill of Quantities shall include well classified schedules, collection pages and grand summary sheets.

8. Preparation of Cost Estimates for the Works in total, per phase and package.

9. Preparation of annual operation and maintenance cost estimates with breakdown.

10. Time and activity schedule for all actions and components up to and including completion of all works of the overall solar energy system project.

4.3. Task 3- Carrying out High-Level Assessment of Potential Environmental and Social Impacts and Potential Risks

The consultant shall carry out at his own cost a high-level assessment of potential environmental and social impacts of the solar energy system for KY WWTP. A work plan for undertaking the assessment shall be submitted in the inception report. The consultant shall take into consideration the assessment outputs and recommendations in preparing the detailed design. The assessment shall cover, but not limited to, the following:

1. Provide comprehensive description of the project components including using maps at appropriate scales when necessary.

2. Generate baseline data on relevant environmental characteristics of the project components’ area including description of physical environment, biological environment, and socio-economic and cultural constrains. It should include information on any changes anticipated before the commencement of the construction phase.

3. Identify and determine the potential positive and negative impacts, direct and indirect impacts, and immediate and long-term impacts. Identify impacts that are unavoidable or irreversible. The assessment of the potential impacts shall include, but not limited to, landscape impacts of construction, loss of nature features, habitats and species by construction and operation, soil contamination impacts and a potential pollution, and socio-economic and cultural impacts.
4. Prepare and develop management plan to mitigate the negative impacts, recommend feasible and cost-effective measures to prevent or reduce significant negative impacts to acceptable national level.

5. Identify the institutional needs to implement the recommendations of the assessment.

6. Prepare a detailed plan to monitor the implementation of the mitigation measures and the impacts of the project during the construction and operation of project.

7. Make risk assessment analyzing the potential risks for the project and put recommendations for mitigation.

8. Carry out a workshop to obtain the views of local community and affected groups and keeping records of meetings and other activities communications, and comments.

4.4. Task 4 – Preparation of UNDP’s Requirements

In the UNDP’s requirements, the technical basis for the construction contracts will be specified. These requirements can be broken down into, but not limited to, the following:

1. Scope of works.
2. Contracts schedules.
3. Documentation required and approval procedure for documentation.
4. General data and requirements.
5. Standards, regulations and UNDP’s standing rules to be applied.
6. Quality requirements and inspections.
7. Inspections and tests on completion.
8. Commissioning of the solar energy system.
9. Requirements for the operation, maintenance periods and handing-over.
10. Requirements of training for operation and maintenance.

4.5. Task 5 - Preparation and Provision of the Tender Documents

The works/supply/installation contracts shall be based on the UNDP General Conditions of Contract. The consultant shall split the contracts of the overall solar energy system for KY WWTP into packages/phases, as appropriate, and prepare the tender documents, accordingly. The tender documents of each package/phase shall consist of, but not limited to, the following and as required and directed by UNDP:

1. Instructions to Bidders;
2. Bid Data Sheet;
3. Evaluation Criteria;
4. Statement of Works;
5. Bid Submission Form;
6. Bidder Information Form;
7. Eligibility and Qualification Form;
8. Format of Technical Bid;
9. Price Schedule Form (Bill of Quantities);
10. Form of Agreement;
11. Bid Security Form;
12. Form of Performance guarantee;
13. Form of Advance Payment Guarantee;
14. General Conditions of Contract;
15. Particular Conditions of Contract;
16. General and Particular Specifications;
17. Detailed Set of Drawings;
18. Detailed and specified materials lists;
19. Template for contractors’ daily, weekly, monthly and quarterly report sheets, and material approval request sheet, check request sheet, site instructions sheet, etc.;
20. Technical Schedules and Construction Programme;
21. Copies of all required consents and approvals, etc., for works to commence.
22. Priced Bills of Quantities/Cost Estimates;
23. The UNDP’s budget payment limitations and payment programme/s.

4.6. Task 6 - Provision of Technical Assistance

The consultant shall provide technical assistance services to support UNDP in monitoring and supervision of the on-site works carried out by the contractors through the construction, commissioning and handing over stages of the first phase of the solar energy system, in addition to other phases that might be implemented within the same period; started from the commencement of the construction works.

The consultant shall provide all professional and technical knowledge, skills and advises and utilize all necessary tools and techniques required to support UNDP in monitoring and supervision of the on-site construction, commissioning and handing over works to ensure that all these works are executed, and that the project is operational, in full compliance and conformity with the design and the contracts requirements.

The consultant shall ensure the physical attendance of the international and local staff in the project’s site to provide the required support to UNDP with at least the man months given in Annex II. The consultant shall provide in their proposal a detailed staffing schedule showing the on-site physical attendance, including the site visits, of the local and international staff for this task.

The consultant shall carry out and undertake, but not limited to, the following tasks:

1. Review and approve the contractors’ materials sources and their arrangement and time schedule for manufacturing, production and delivery to the Gaza Strip and to site.
2. Review the contractors’ specified materials lists to enable UNDP coordinating the access of these materials into the Gaza Strip with the Israeli concerned authorities in due time;
3. Review contractors’ submittals of materials, materials samples and issue comments or consent as necessary. Advise UNDP on any changes in material specifications, etc.;

4. Advise UNDP on the need for inspection or testing during production and manufacturing and prior to shipments of the various plant and materials items;

5. Provide all necessary setting out data to the contractors and ensure the correctness of the setting out of the works on sites;

6. Interpret drawings and specifications as required by UNDP and the contractors to ensure compliance with the contract documents and specifications;

7. Without relieving the contractors of their obligations under the contracts, review and approve the contractors’ working/shop drawings, design of any part of the works if any, including the arrangements for temporary works, as appropriate, prior to construction;

8. Carryout any necessary amendments and modifications of the design, tender documents and construction drawings during the construction phase if required for proper execution of the works or due to sites requirements. At the same time, recommend, provide and issue any additional design, working drawings and documents which may be necessary for the execution of the works. Thereafter, the consultant will be professionally liable for any additional design, amendments and modifications of the design and tender documents done by them during the construction phase. Assist UNDP in examining any proposals and claims submitted by the contractors to enable UNDP to respond as necessary to the contractors;

9. Through the site visits, inspect the materials and all other parts of the works both under construction and completed and advise UNDP if there are any deviations from the contracts’ requirements. Advise UNDP on the rectification works or solutions or remedial works to be done;

10. Analyze the tests reports and advise UNDP if the tests have passed in accordance with the contracts to accept them, or to reject by giving notices with reasons if found to be not in accordance with the contracts;

11. Advise UNDP on various alternatives or options for resolving issues and problems on sites;

12. Attend all Tests on Completion of works. Analyze, the reports of the results and advise UNDP to certify when the tests have passed in accordance with the contracts or reject by giving notices with reasons if found to be not in accordance with the contracts;

13. Review and comment on the contractors’ strategy, scope, plan, schedules and checklists required for the commissioning and handing over;

14. Supervise, monitor and certify all pre-commissioning measures and tests to ensure that the solar energy system is safe and ready for commissioning;

15. Supervise and monitor the start-up of the solar energy system. Once the various systems/sub systems have been started up individually, the integrated solar energy system/plant shall be started up and tuned to optimize the performance. Assist UNDP in issuing the handing-over certificates for the works completed in accordance with the contracts for the extended defects liability periods, and advise UNDP on any obligations stipulated in the contracts and not fulfilled by the contractors;

16. Provide any other specialized services within the scope of works as may be required by the UNDP’s Programme Manager for the execution and completion of works.
5. Progress Meetings

The consultant shall maintain close coordination and collaboration with UNDP, partners and all concerned authorities. The consultant shall attend monthly progress meetings with UNDP and possibly with the partners' representatives in UNDP's Offices. The consultant shall attend any other meetings as may be required by the UNDP's Programme Manager.

6. Reporting Requirements and Deliverables

The reports submittal time, as indicated below, is determined based on the date of order to commence the consultancy services following the signing of the contract of the consultancy services. All reports should be delivered in 6 hard colored print copies as well as one electronic/digital form to UNDP. The consultant shall prepare the following reports for comments and approval by UNDP.

1. The consultant shall prepare and submit an inception report within 0.5 month from the commencement of the consultancy services for UNDP's comments and/or approval. The inception report shall describe how the consultant will carry out the scope of the consultancy services from the contract award and through the different stages of the consultancy services up to closing the consultancy services assignment. It shall include, but not limited to, detailed work plan, methodology, work program, quality assurance plan to be followed for the consultancy services, administrative and organizational setup with defined role and responsibilities of various positions, deployment plan and staffing schedule, reports submission schedule, office and resources allocated, coordination procedures with UNDP, partners and concerned authorities, communication plan, proposed formats for progress reports, etc.

2. The consultant shall provide the Initial Design Report within 01 month from receiving the order to commence the consultancy services. Comments shall be addressed to the consultant within 7-10 working days from the date of submission of the draft. The final report shall be delivered in two weeks from the date of receiving the comments on the draft.

3. The consultant shall provide topographical survey and soil investigations reports on results to be integrated into the design, tender and construction contracts documents as relevant according to Task (2) and other related tasks. The reports shall be adequately sufficient for carrying out tendering and implementation of the works. A separate report of the findings is to be delivered within 01 month from receiving the order to commence the consultancy services.

4. The consultant shall provide high-level assessment report of potential environmental and social impacts and potential risks according to Task (3). The final report is to be delivered within 2.5 months from receiving the order to commence the consultancy services. The report shall be concise and limited to the significant environmental and social issues. It should focus on findings, conclusions and recommended actions, supported by summaries of the data collected and citations for any references used. The assessment’s outputs and recommendations related to the project's design stage should be considered while carrying out the detailed design.

5. The consultant shall prepare and deliver a Draft Detailed Design Report according to task 2 with Drawings, Specifications and Bill of Quantities and deliver them for review by UNDP within a period of 2 months from receiving the order to commence the consultancy services. Comments are to be integrated into the Final Detailed Design, Drawings, Specifications and Bill of Quantities which shall
be divided into separate packages, as technically feasible and as agreed upon with UNDP. Filled-in Bill of Quantities with estimated unit rates and total estimated cost are to be submitted as a confidential document for each package. Comments shall be addressed to the consultant within 7-10 working days from the date of submission of the draft. The final report shall be delivered in two weeks from the date of receiving the comments on the draft.

6. The consultant shall prepare and deliver complete Draft Tender and Contracts Documents according to task (4) and (5) for each of the packages and as agreed upon with UNDP. The draft delivery is to be made within 2 months from receiving the order to commence the consultancy services. Comments shall be addressed to the consultant within 7-10 working days from the date of submission of the draft. The final tender and contracts documents shall be delivered in two weeks from the date of receiving the comments on the draft.

7. The consultant shall prepare the Assignment Final Report after completion of the required tasks and within 3 months from receiving the order to commence the consultancy services.

8. The consultant shall prepare and deliver ad-hoc reports at his own initiative or at the request of UNDP’s Programme Manager. These are special reports which are not scheduled in the work plan, but which may be called for in response to unforeseen circumstances which may arise during the execution of the works and which may require immediate action by UNDP or third parties, on important technical findings or the future of the project.

9. The consultant shall submit to UNDP the hard copies of all reports, documents and drawings in the underneath mentioned formats.

10. The Reports, Drawings and Documents of the Detailed Design shall be submitted progressively in batches and packages in the programmed sequence as soon as they are prepared. The Reports, Drawings and Documents submitted for approval must be stamped “For Approval”. Following the approval of the submission all reports, drawings and documents must be stamped “Approved”.

<table>
<thead>
<tr>
<th>Description of the Documents</th>
<th>Documents Format</th>
<th>Copies No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Inception Report</td>
<td>A4</td>
<td>6</td>
</tr>
<tr>
<td>The Draft Initial Design Report</td>
<td>A4</td>
<td>6</td>
</tr>
<tr>
<td>The Final Initial Design Report</td>
<td>A4</td>
<td>6</td>
</tr>
<tr>
<td>The Topographical survey and Soil Investigations Reports</td>
<td>A4</td>
<td>6</td>
</tr>
<tr>
<td>The Draft Detailed Design Report</td>
<td>A4</td>
<td>6</td>
</tr>
<tr>
<td>The Draft Drawings</td>
<td>A0 or A1</td>
<td>6</td>
</tr>
<tr>
<td>The Draft Tender Documents</td>
<td>A4</td>
<td>6</td>
</tr>
<tr>
<td>The Final Tender Documents per package</td>
<td>A4</td>
<td>6</td>
</tr>
<tr>
<td>The Final Tender Drawings per package</td>
<td>A0 or A1</td>
<td>6</td>
</tr>
<tr>
<td>Final Assignment Report</td>
<td>A4</td>
<td>5</td>
</tr>
<tr>
<td>Sets of all other Calculations for the Design</td>
<td>A4</td>
<td>6</td>
</tr>
<tr>
<td>The Final Cost Estimate of the Works; combined and per package</td>
<td>A4</td>
<td>1</td>
</tr>
</tbody>
</table>
7. Consultant’s Staff, Office and Equipment Requirements

The consultant shall be responsible for performing all the duties and responsibilities mentioned in the above tasks under Scope of Work and as are defined and required in the pertinent sections of the Terms of Reference.

For the duration of the entire assignment, the consultant shall provide all local and international experts and apply all professional knowledge, skills, tools and techniques which are normally required for carrying out the different works and activities of the entire consultancy services in which they will be engaged under the assignment.

The consultant shall assemble a detailed design and technical assistance team of qualified local and international experts who are widely experienced in the design, supervision and operation of Mega solar energy systems. The consultant's staff shall have, in particular, extensive expertise in designing civil, structural, mechanical, electrical, instrumental & telemetry, infrastructure and all other works of international caliber in the solar energy system fields.

During the different stages of the assignment, the consultant shall have adequate, qualified and experienced international staff in attendance on site.

The consultant shall provide only one CV for each position. All staff has to be approved by UNDP. It is the right of UNDP to withdraw, at any time, any approval for such staff if found to be unsuitable or otherwise not desirable, in which case the person or persons in question shall be replaced by others approved by UNDP.

The proposed minimum consultant’s staff required for carrying out the assignment is mentioned here underneath and classified in Annex II.

The total indicative man-months for each category of local and international staff for the assignment’s different tasks are mentioned in Annex II.

The consultant should review the assignment and determine what personnel with their relevant man-months are needed to perfectly complete the works of the assignment’s different tasks within the required time frame.

It is to be noted that any staff member, other than those mentioned below, found to be needed for the assignment is to be included in the man-month costs of the proposal.

Each member of staff shall be appointed for a period determined by the requirements of the assignment and approval by UNDP. UNDP reserves the right to require the consultant, at any time, to change the formation of the staff to ensure the quality of the work.

To be able to perform his duties during the entire assignment duration, the consultant shall provide an independent local office in Gaza. This office shall be fully equipped (e.g. telephone, fax, internet server, photocopiers, computers, printers, plotter for drawings produced on AutoCAD, etc.).

The consultant’s minimum key local and international staff shall include, but not limited to, the following:
United Nations Development Programme
Programme of Assistance to the Palestinian People
يرم ت الخبرة الإنجليزية/برنامج مساعدة الشعب الفلسطيني

RFP: PAL-0000083237

7.1. Design Staff

7.1.1. Local Staff

1. **Project Manager/Team Leader:** The project manager/team leader should have a relevant engineering degree from a recognized university with a minimum experience of 10 years in designing, constructing and operating electrical, renewable and solar energy systems. He shall assume the overall responsibility for the project and liaison with UNDP. He shall be focused with maintained interdisciplinary coordination between the international and local design team. He shall be available in Gaza to following up all works, and for consultation and attending meetings/workshops with UNDP and partners. He shall be able to explain design observations, comments and recommendations and answer any relevant questions. He shall have high communication and report writing skills.

2. **Senior Civil/Structural Engineer:** The senior civil engineer should have a relevant degree from a recognized university in civil/structural engineering with a minimum experience of 10 years in designing and constructing electrical, renewable and solar energy systems.

3. **Senior Electrical Engineer:** The senior electrical engineer should have a relevant degree from a recognized university in electrical engineering with a minimum experience of 10 years in designing, constructing and operating electrical, renewable and solar energy systems.

4. **Senior Mechanical Engineer:** The senior mechanical engineer should have a relevant degree from a recognized university in mechanical engineering with a minimum relevant experience of 10 years in designing, constructing and operating electrical, renewable and solar energy systems.

5. **Environmental Expert:** The environmental expert should have a relevant degree from recognized university in environmental science or engineering with a minimum experience of 10 years in conducting environmental impact assessment studies for similar projects.

6. **Procurement Specialist:** The procurement specialist should have a relevant degree from a recognized university with a minimum experience of 10 years in preparing the tender requirements and documents for similar electrical, renewable and solar energy systems.

7.1.2. International Staff

1. **Senior Electrical Engineer:** The senior electrical engineer should have a relevant degree from a recognized university in electrical engineering with a minimum international experience of 15 years in designing, constructing and commissioning Mega PV solar energy systems (including hybrid systems-combination of PV panels and diesel generators) with at least 3 completed assignments as senior electrical engineer in similar projects.

2. **Senior Solar PV SCADA Expert:** The senior solar PV SCADA expert should have a relevant degree from a recognized university in electrical engineering/communication technology with a minimum international experience of 15 years in designing, constructing and commissioning Mega PV solar energy systems (including hybrid systems-combination of PV panels and diesel generators) with similar PLC and SCADA installations and with at least 3 completed assignments as senior solar PV SCADA expert in similar projects.
7.2. Technical Assistance/ Supervision Staff

7.2.1. Local Staff

1. **Project Manager/Team Leader:** The project manager/team leader should have a relevant engineering degree from a recognized university with a minimum experience of 10 years in designing, constructing and operating electrical, renewable and solar energy systems. He shall assume the overall responsibility for the project and liaison with UNDP. He shall be focused with maintained interdisciplinary coordination between the international and local design team. He shall be available in Gaza to following up all works, and for consultation and attending meetings/workshops with UNDP and partners. He shall be able to explain design observations, comments and recommendations and answer any relevant questions. He shall have high communication and report writing skills.

2. **Senior Electrical Engineer:** The senior electrical engineer should have a relevant degree from a recognized university in electrical engineering with a minimum experience of 10 years in designing, constructing and operating electrical, renewable and solar energy systems.

3. **Senior Mechanical Engineer:** The senior mechanical engineer should have a relevant degree from a recognized university in mechanical engineering with a minimum relevant experience of 10 years in designing, constructing and operating electrical, renewable and solar energy systems.

7.2.2. International Staff

1. **Senior Electrical Engineer:** The senior electrical engineer should have a relevant degree from a recognized university in electrical engineering with a minimum international experience of 15 years in designing, constructing, commissioning and operating Mega PV solar energy systems (including hybrid systems-combination of PV panels and diesel generators) with at least 3 completed assignments as senior electrical engineer in similar projects.

2. **Senior Solar PV SCADA Expert:** The senior solar PV SCADA expert should have a relevant degree from a recognized university in electrical engineering/communication technology with a minimum international experience of 15 years in designing, constructing, commissioning and operating Mega PV solar energy systems (including hybrid systems-combination of PV panels and diesel generators) with similar PLC and SCADA installations and with at least 3 completed assignments as senior solar PV SCADA expert in similar projects.

8. Quality of Services and Works

The consultant shall ensure executing all works and services and applying all knowledge, skills, tools and techniques required to effectively perform the assignments tasks at the highest quality in accordance with globally recognized standard of profession and engineering procedures that are generally recognized as good practice. This is to be accomplished through a commitment to excellence and a quality management system adopted internationally and accepted by UNDP. The quality management system should include formal monitoring systems to ensure that the quality management process is continuous.

Therefore, the consultant shall carry out and perform the assignment's works and services in conformity with quality management system standards (ISO 9001 or similar), environmental management system standards (ISO 14000 family or similar) and occupational health and safety management system standards (OHSAS 18001 or similar).
9. **Professional Liability**

The consultant shall be liable for providing high quality works and services during the whole periods of the implementation stages of the solar energy system for KY WWTP; including the design, construction, commissioning and handing over stages.

To that end, the consultant shall have the professional liability for:

- Completeness, perfection of the design and tender documents of the solar energy system and that the project is biddable and buildable.
- Technical assistance to UNDP during the construction, commissioning and handing over stages of the solar energy system and ensuring having an integrated, complete, functional and operational project at the end stage.

10. **The Project Overall Management**

The overall management and execution of the assignment will be undertaken by UNDP through its Programme Manager. UNDP can also utilize its expertise in various fields; engineering, procurement, etc. to ensure optimal implementation of the assignment's various tasks. A technical committee headed by the UNDP's Programme Manager and includes representatives of partners will advise on technical matters related to the assignment.

11. **Periods for Approval by UNDP**

UNDP will make comments on and/or give approvals, subject to incorporation of any comments, for reports and documents within 7-10 working days from receiving them.

12. **Property of Documents**

All reports, documents, plans, drawings, data, etc. prepared by the consultant or submitted by the consultant to UNDP or submitted by UNDP to the consultant in connection with this TOR and RFP shall be and shall remain the full property of UNDP.

While in the custody of the consultant, the said documents shall be fully safe-guarded and treated as confidential and shall not be copied or their contents divulged to any third party without the written approval of UNDP.

13. **Periods of Implementation of the Assignment**

The consultant shall provide all consultancy services and carry out his duties and responsibilities laid down in this TOR as well as all other duties set out in the RFP within planned intermittent periods as follow and as shown in Annex III:

- Three calendar months with full intervention for the detailed design; started from the date when the consultant received the letter of commencement of work from UNDP;
- Six calendar months with intermittent intervention for the technical assistance services for the construction, commissioning and handing over the first phase of the solar energy system, in addition
to other phases that might be implemented within the same period; started from the date when the contractors received the letter of commencement of work from UNDP.

14. Scope of Contract Price and Schedule of Payments

The Financial Proposal should quote a fixed price regardless of any extension of the herein specified periods of implementation.

Payments will be due to the consultant upon achievement of the corresponding milestones, in accordance with the under mentioned percentages of the contract’s total price and the following payments schedule:

1. 10% when the Initial Design Report has been completed and approved;
2. 20% when the Detailed Design has been approved;
3. 40% when the final Tender Documents and the assignment completion report has been completed and approved;
4. 15% upon physical accomplishment and acceptance of 50% of the construction works;
5. 15% upon physical accomplishment, commissioning and acceptance of 100% of the construction works and full operation of the solar energy system.

In case the assignment is not completed within the specified contractual duration, UNDP will be entitled to apply on the consultant a penalty of an amount equivalent to 0.1% of the contract total price for every working day of unjustified delay.

No final payment shall be made until the consultant submits to UNDP the Certificate of Substantial Completion of the works and a certification and signoffs that the constructed works of the first phase of solar energy system are fully commissioned and operated in conformity with design and contracts requirements.
Annex I

General layout of KY WWTP and a Google earth’s image of allocated land for the solar energy system:
Annex II

The proposed total indicative man-month for each category of local and international staff:

<table>
<thead>
<tr>
<th></th>
<th>Local Staff</th>
<th></th>
<th>International Staff</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Staff Nomination</td>
<td>Man-Month Input</td>
<td>Staff Nomination</td>
<td>Man-Month Input</td>
</tr>
<tr>
<td><strong>Detailed Design</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager/Team Leader</td>
<td>3.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Civil/Structural Engineer</td>
<td>1.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Electrical Engineer</td>
<td>2.50</td>
<td></td>
<td>Senior Electrical Engineer</td>
<td>1.00</td>
</tr>
<tr>
<td>Senior Mechanical Engineer</td>
<td>0.50</td>
<td></td>
<td>Senior Solar PV SCADA Expert</td>
<td>1.00</td>
</tr>
<tr>
<td>Environmental Expert</td>
<td>1.50</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Procurement Specialist</td>
<td>0.5</td>
<td></td>
<td></td>
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<td>**</td>
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</tr>
<tr>
<td><strong>Total Man-Month</strong></td>
<td><strong>9.00</strong></td>
<td></td>
<td></td>
<td><strong>2.00</strong></td>
</tr>
<tr>
<td><strong>Technical Assistance</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager/Team Leader</td>
<td>1.00</td>
<td></td>
<td></td>
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<tr>
<td>Senior Electrical Engineer</td>
<td>1.50</td>
<td></td>
<td>Senior Electrical Engineer</td>
<td>1.00</td>
</tr>
<tr>
<td>Senior Mechanical Engineer</td>
<td>0.5</td>
<td></td>
<td>Senior Solar PV SCADA Expert</td>
<td>1.00</td>
</tr>
<tr>
<td>**</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Man-Month</strong></td>
<td><strong>3.00</strong></td>
<td></td>
<td></td>
<td><strong>2.00</strong></td>
</tr>
<tr>
<td><strong>Grand Total Man-Month</strong></td>
<td><strong>12.00</strong></td>
<td></td>
<td></td>
<td><strong>4.00</strong></td>
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</table>
## Annex III

### Tentative Time Schedule for the Assignment’s Periods

<table>
<thead>
<tr>
<th>Activity</th>
<th>Time frame</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>M 1</td>
</tr>
<tr>
<td>Detailed Design (Consultant)</td>
<td></td>
</tr>
<tr>
<td>Tendering processes for Construction Works (UNDP)</td>
<td></td>
</tr>
<tr>
<td>Evaluation and Contracts Award (UNDP)</td>
<td></td>
</tr>
<tr>
<td>Technical Assistance for Construction Works (Consultant)</td>
<td></td>
</tr>
<tr>
<td>Technical Assistance for Commissioning and Handing Over (Consultant)</td>
<td></td>
</tr>
</tbody>
</table>

- **Full Intervention**
- **Intermittent Intervention**
Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

Technical Proposal Envelope:

<table>
<thead>
<tr>
<th>Have you duly completed all the Returnable Bidding Forms?</th>
</tr>
</thead>
<tbody>
<tr>
<td>▪ Form A: Technical Proposal Submission Form</td>
</tr>
<tr>
<td>▪ Form B: Bidder Information Form</td>
</tr>
<tr>
<td>▪ Form C: Joint Venture/Consortium/ Association Information Form</td>
</tr>
<tr>
<td>▪ Form D: Qualification Form</td>
</tr>
<tr>
<td>▪ Form E: Format of Technical Proposal</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
</tr>
</tbody>
</table>

Financial Proposal Envelope
(Must be submitted in a separate sealed envelope/password protected email)

| ▪ Form F: Financial Proposal Submission Form | □ |
| ▪ Form G: Financial Proposal Form           | □ |
RFP: PAL-0000083237

**Form A: Technical Proposal Submission Form**

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th>[Insert Name of Bidder]</th>
<th>Date:</th>
<th>Select date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP reference:</td>
<td>[Insert RFP Reference Number]</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium/Association members or subcontractors or suppliers for any part of the contract:

a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;

b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;

c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;

d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);

e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;

f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNDP.

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference.

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Proposal you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should UNDP accept this Proposal.

Name: _____________________________________________________________
RFP: PAL-0000083237

Title: ____________________________________________

Date: ____________________________________________

Signature: ________________________________________

[Stamp with official stamp of the Bidder]
**Form B: Bidder Information Form**

<table>
<thead>
<tr>
<th>Legal name of Bidder</th>
<th>[Complete]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal address</td>
<td>[Complete]</td>
</tr>
<tr>
<td>Year of registration</td>
<td>[Complete]</td>
</tr>
<tr>
<td>Bidder’s Authorized Representative Information</td>
<td>Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]</td>
</tr>
<tr>
<td>Are you a UNGM registered vendor?</td>
<td>☐ Yes ☐ No If yes, [insert UGNM vendor number]</td>
</tr>
<tr>
<td>Are you a UNDP vendor?</td>
<td>☐ Yes ☐ No If yes, [insert UNDP vendor number]</td>
</tr>
<tr>
<td>Countries of operation</td>
<td>[Complete]</td>
</tr>
<tr>
<td>No. of full-time employees</td>
<td>[Complete]</td>
</tr>
<tr>
<td>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</td>
<td>[Complete]</td>
</tr>
<tr>
<td>Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):</td>
<td>[Complete]</td>
</tr>
<tr>
<td>Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)</td>
<td>[Complete]</td>
</tr>
<tr>
<td>Contact person UNDP may contact for requests for clarification during Proposal evaluation</td>
<td>Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]</td>
</tr>
<tr>
<td>Please attach the following documents:</td>
<td>▪ Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ▪ Certificate of Incorporation/ Business Registration ▪ 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 ▪ Trade name registration papers, if applicable</td>
</tr>
</tbody>
</table>
RFP: PAL-0000083237

- Local Government permit to locate and operate in assignment location, if applicable
- Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country
- Power of Attorney
Form C: Joint Venture/Consortium/Association Information Form

<table>
<thead>
<tr>
<th>No</th>
<th>Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)</th>
<th>Proposed proportion of responsibilities (in %) and type of services to be performed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>[Complete]</td>
<td>[Complete]</td>
</tr>
<tr>
<td>2</td>
<td>[Complete]</td>
<td>[Complete]</td>
</tr>
<tr>
<td>3</td>
<td>[Complete]</td>
<td>[Complete]</td>
</tr>
</tbody>
</table>

Name of leading partner
(with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)

[Complete]

We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture OR ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: ______________________________  Name of partner: ______________________________

Signature: ______________________________  Signature: ______________________________

Date: ______________________________  Date: ______________________________
| Name of partner: ______________________________ | Name of partner: ______________________________ |
| Signature: ______________________________ | Signature: ______________________________ |
| Date: ______________________________ | Date: ______________________________ |
**Form D: Qualification Form**

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th>[Insert Name of Bidder]</th>
<th>Date:</th>
<th>Select date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP reference:</td>
<td>[Insert RFP Reference Number]</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If JV/Consortium/Association, to be completed by each partner.

**Historical Contract Non-Performance**

- [ ] Contract non-performance did not occur for the last 3 years
- [ ] Contract(s) not performed for the last 3 years

<table>
<thead>
<tr>
<th>Year</th>
<th>Non-performed portion of contract</th>
<th>Contract Identification</th>
<th>Total Contract Amount (current value in US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name of Client:
Address of Client:
Reason(s) for non-performance:

**Litigation History** (including pending litigation)

- [ ] No litigation history for the last 3 years
- [ ] Litigation History as indicated below

<table>
<thead>
<tr>
<th>Year of dispute</th>
<th>Amount in dispute (in US$)</th>
<th>Contract Identification</th>
<th>Total Contract Amount (current value in US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name of Client:
Address of Client:
Matter in dispute:
Party who initiated the dispute:
Status of dispute:
Party awarded if resolved:
Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder’s individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

<table>
<thead>
<tr>
<th>Project name &amp; Country of Assignment</th>
<th>Client &amp; Reference Contact Details</th>
<th>Contract Value</th>
<th>Period of activity and status</th>
<th>Types of activities undertaken</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

<table>
<thead>
<tr>
<th>Annual Turnover for the last 3 years</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>USD</td>
<td>USD</td>
<td>USD</td>
<td></td>
</tr>
</tbody>
</table>

Latest Credit Rating (if any), indicate the source:

Financial information (in US$ equivalent)

<table>
<thead>
<tr>
<th>Total Assets (TA)</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Liabilities (TL)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Assets (CA)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Liabilities (CL)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Historic information for the last 3 years

Information from Balance Sheet

Total / Gross Revenue (TR)
Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

   a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
   b) Historic financial statements must be audited by a certified public accountant;
   c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.
Form E: Format of Technical Proposal

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th>[Insert Name of Bidder]</th>
<th>Date:</th>
<th>Select date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP reference:</td>
<td>[Insert RFP Reference Number]</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Bidder’s proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder’s qualification, capacity and expertise

1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.

1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).

1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.

1.4 Quality assurance procedures and risk mitigation measures.

1.5 Organization’s commitment to sustainability.

SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder’s responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.

2.2 The methodology shall also include details of the Bidder’s internal technical and quality assurance review mechanisms.

2.3 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 and how everyone will function as a team.

2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

2.8 Identify the risk factors and mitigation measures that will be adopted.

2.9 Identify the main elements of the advocacy and visibility plan.

**SECTION 2A: Bidder’s Comments and Suggestions on the Terms of Reference**

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

**SECTION 3: Management Structure and Key Personnel**

3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.

3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.
## Format for CV of Proposed Key Personnel

<table>
<thead>
<tr>
<th>Name of Personnel</th>
<th>[Insert]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position for this assignment</td>
<td>[Insert]</td>
</tr>
<tr>
<td>Nationality</td>
<td>[Insert]</td>
</tr>
<tr>
<td>Language proficiency</td>
<td>[Insert]</td>
</tr>
<tr>
<td>Education/Qualifications</td>
<td>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.] [Insert]</td>
</tr>
<tr>
<td>Professional certifications</td>
<td>(Provide details of professional certifications relevant to the scope of services)▪ Name of institution: [Insert]▪ Date of certification: [Insert]</td>
</tr>
<tr>
<td>Employment Record/Experience</td>
<td>(List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.) [Insert]</td>
</tr>
<tr>
<td>References</td>
<td>(Provide names, addresses, phone and email contact information for two (2) references)Reference 1: [Insert]Reference 2: [Insert]</td>
</tr>
</tbody>
</table>

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

________________________________________ ___________________
Signature of Personnel                 Date (Day/Month/Year)
Form F: Financial Proposal Submission Form

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th>[Insert Name of Bidder]</th>
<th>Date:</th>
<th>Select date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP reference:</td>
<td>[Insert RFP Reference Number]</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Name: ________________________________
Title: ________________________________
Date: ________________________________
Signature: ____________________________

[Stamp with official stamp of the Bidder]
**RFP: PAL-0000083237**

**Form G: Financial Proposal Form**

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th>[Insert Name of Bidder]</th>
<th>Date:</th>
<th>Select date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP reference:</td>
<td>[Insert RFP Reference Number]</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Bidder is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder’s disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder’s Technical Proposal.

**Currency of the proposal:** [Insert Currency]

**Table 1: Summary of Overall Prices**

<table>
<thead>
<tr>
<th></th>
<th>Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Professional Fees</strong> (from Table 2)</td>
<td></td>
</tr>
<tr>
<td><strong>Other Costs</strong> (from Table 3)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Amount of Financial Proposal</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Table 2: Breakdown of Professional Fees**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Fee Rate</th>
<th>No. of Days/months/hours</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>A</td>
<td>B</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>C=A+B</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Professional Fees:
### Table 3: Breakdown of Other Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>UOM</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>International flights</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subsistence allowance</td>
<td>Day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous travel expenses</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local transportation costs</td>
<td>Lump Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Out-of-Pocket Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Costs: (please specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Other Costs:**

### Table 4: Breakdown of Price per Deliverable/Activity

<table>
<thead>
<tr>
<th>Deliverable/Activity description</th>
<th>Time (person days)</th>
<th>Professional Fees</th>
<th>Other Costs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliverable 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliverable 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliverable 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>.....</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FORM H: FORM OF PROPOSAL SECURITY

Proposal Security must be issued 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 Bidder] (hereinafter called “the Bidder”) has submitted a Proposal to UNDP dated Click here to enter a date to execute Services [Insert Title of Services] (hereinafter called “the Proposal”):

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

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 Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, 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

Signature: _____________________________________________________________
Name: ________________________________
Title: _________________________________
Date: _________________________________
Name of Bank __________________________________________________________
Address ________________________________________________________________

[Stamp with official stamp of the Bank]