

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



Date 07 September 2020

## REQUEST FOR QUOTATION / PROPOSAL

**Subject: RFP for Consultancy Services for Improved awareness of Khan Younis residents especially women regarding the importance of clean water and hygiene, and increased engagement of communities in plans for effective utilization of treated water**

Dear Bidder,

We kindly request you to submit your quotation/proposal to conduct a **Consultancy Services for Improved awareness of Khan Younis residents especially women regarding the importance of clean water and hygiene, and increased engagement of communities in plans for effective utilization of treated water**, as detailed in Annex 1 of this RFQ. When preparing your quotation , please be guided by the form attached hereto as Annex 3.

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

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

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

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

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

**<https://etendering.partneragencies.org>**

•Username: event.guest

•Password: why2change

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

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

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

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

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

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



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

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

The Proposal that complies with all of the requirements, meets all the evaluation criteria and attains the highest combined technical and financial scores shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

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

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

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 4.

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

07-Sep-2020

*Shehadeh Habash*  
 Shehadeh A. Habash

Head of Procurement Unit

UNDP/PAPP

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



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

Context of the Requirement	UNDP/PAAP – Gaza office																
Implementing Partner of UNDP	UNDP/PAPP																
Brief Description of the Required Services	<b>RFP for Consultancy Services for Improved awareness of Khan Younis residents especially women regarding the importance of clean water and hygiene, and increased engagement of communities in plans for effective utilization of treated water</b>																
List and Description of Expected Outputs to be Delivered	Please refer to the ToR attached under Annex 2																
Person to Supervise the Work/Performance of the Service Provider	UNDP assigned responsible officers																
Frequency of Reporting	Monthly																
Progress Reporting Requirements	To be agreed on with the UNDP responsible officers																
Location of work	<input checked="" type="checkbox"/> Exact Address/es <i>[pls. specify]</i> Gaza Strip <input checked="" type="checkbox"/> At Contractor's Location																
Expected duration of work	<b>16weeks</b>																
Target start date	10 October 2020																
Latest completion date	30 January 2021																
Travels Expected	<table border="1"> <thead> <tr> <th>Destination/s</th><th>Estimated Duration</th><th>Brief Description of Purpose of the Travel</th><th>Target Date/s</th></tr> </thead> <tbody> <tr> <td>Gaza Strip</td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td></tr> </tbody> </table>	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	Gaza Strip											
Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s														
Gaza Strip																	
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input checked="" type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>																
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A																
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																
	<input checked="" type="checkbox"/> <b>United States Dollars</b>																

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



Currency of Proposal	<input type="checkbox"/> Euro <input type="checkbox"/> Local Currency			
Value Added Tax on Price Proposal	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted <i>[pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</i>			
Payment Terms <sup>1</sup>	Please also refer to the ToR			
	Outputs	Percentage	Timing	Condition for Payment Release
	Inception Report has been provided and approved	10 %	After 2 weeks from signing the contract	Within thirty (30) days from the date of meeting the following conditions:  a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and  b) Receipt of invoice from the Service Provider.
	Awareness, visibility and advocacy tools under task 1 has been completed, delivered and approved	30%	After 6 weeks from signing the contract	
	Workshops under task 2 conducted and performed and the relevant summary report and short video provided and approved	15%	After 8 weeks from signing the contract	
	Workshops under task 3 conducted and performed and the relevant summary report and short video provided and approved	15%	After 10 weeks from signing the contract	

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

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



	Workshop and seminar under task 4 and 5 conducted and performed and the relevant summary reports and short videos provided and approved	15%	After 14 weeks from signing the contract	
	Physical accomplishment and completion of all works of the assignment and the Assignment Final Report provided and approved.	15%	After 16 weeks from signing the contract	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP assigned responsible officers			
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> <b>Contract Face Sheet (Goods and-or Services)</b> <input type="checkbox"/> Institutional Contract <input type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <i>(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)</i> <input type="checkbox"/> Other Type of Contract <i>[pls. specify]</i>			
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> <b>Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</b> <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.			
Criteria for the Assessment of Proposal	<b><u>Technical Proposal</u></b> <input checked="" type="checkbox"/> Capacity and Expertise of the Firm <b>20%</b> <input checked="" type="checkbox"/> Methodology, Approach and Implementation Plan including key milestones <b>40%</b> <input checked="" type="checkbox"/> Management Structure, Staffing plan and CVs <b>40%</b>  Evaluation of the technical proposals will be done prior to any price proposal being opened and compared. The financial proposal will be opened only for submissions that passed the minimum technical score ( <b>70%</b> ) in the evaluation of the technical proposals.  The technical proposals are evaluated based on their responsiveness to the Terms of Reference (TOR).			

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



<p>The evaluation form for the technical proposals follows. The obtainable number of points specified for each evaluation criterion indicates the relative significance of weight of the item in the overall evaluation process.</p> <p>Technical Evaluation Criteria that will be used - Technical proposals will be evaluated based on the following criteria:</p>			
Technical Proposal Evaluation		Points obtainable	
1.	Capacity and Expertise of Firm	200	
2.	Methodology, Approach and Implementation Plan including key milestones	400	
3.	Management Structure, Staffing plan and CVs	400	
<b>Total</b>		<b>1000</b>	
Technical Evaluation Criteria		Points	Weight
<b>Capacity and Expertise of Firm /Organization</b>			<b>200</b>
<b>1.1</b>	Reputation of Organization and Staff Credibility / Reliability / Industry Standing	40	
<b>1.2</b>	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	60	
<b>1.3</b>	Relevance of specialized knowledge and experience on similar engagements. (Minimum 5 years' experience in provision of similar services of the TOR).	100	
<b>Methodology, Approach and Implementation Plan including key milestones, organization and timetable</b>			<b>400</b>
<b>2.1</b>	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	
<b>2.2</b>	Description of the Offeror' s approach and methodology for meeting or exceeding the requirements of the Terms of Reference.	100	
<b>2.3</b>	Details on how the different service elements shall be organized, controlled and delivered.	60	
<b>2.4</b>	Description of how the awareness, visibility and advocacy tools shall be adopted and used for a specific requirement, workshops, different activities of the awareness campaign, etc.	60	

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



	<b>2.5</b>	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic	100	
	<b>Management Structure, Staffing plan and CVs</b>			<b>400</b>
	<b>3.1</b>	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?	50	
	<b>3.2</b>	<b>Team Leader</b>	80	
		- Qualification/ Education (20)		
		- General professional experience (10)		
		- Specific experience relevant to the assignment (30)		
		- Training Experience (20)		
	<b>3.3</b>	<b>Senior Environmental Expert.</b>	60	
		- Qualification/ Education (15)		
		- General professional experience (8)		
		- Specific experience relevant to the assignment (25)		
		- Training Experience (12)		
	<b>3.4</b>	<b>Public Relation Officer</b>	50	
		- Qualification/ Education (15)		
		- General professional experience (7)		
		- Specific experience relevant to the assignment (20)		
		- Training Experience (8)		
	<b>3.5</b>	<b>Community Awareness Officer (1)</b>	50	
		- Qualification/ Education (15)		
		- General professional experience (7)		
		- Specific experience relevant to the assignment (20)		
		- Training Experience (8)		
	<b>3.6</b>	<b>Community Awareness Officer (2)</b>	50	
		- Qualification/ Education (15)		
		- General professional experience (7)		
		- Specific experience relevant to the assignment (20)		
		- Training Experience (8)		

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



	<b>3.7 Senior Electrical Engineer</b> - Qualification/ Education (15) - General professional experience (8) - Specific experience relevant to the assignment (25) - Training Experience (12) <b>Total</b>	60	
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider who obtains the highest Total Combined Score on his/her Proposal (based on combined scoring method)		
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4) <sup>2</sup> <input checked="" type="checkbox"/> Detailed TOR (Annex 2) <input type="checkbox"/> Others		
Contact Person for Inquiries (Written inquiries only) <sup>3</sup>	<i>The Procurement Analyst</i> <i>Proc10.papp@undp.org</i> <i>Tel: 08-2863364</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers. Deadline to receive enquiries: <b>14 September 2020</b> Answers to received enquiries (if any), will be documented and sent to all invited bidders on <b>17 September 2020</b>		
Deadline to receive proposals	Proposals may be submitted on or before the date and time set in the UNDP e-Tendering system for this event/RFQ. <b><u><a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a></u></b> Event ID: <b>0000006985</b> Dead line: <b>24 September 2020 5:00AM EST ( 12:00hr Jerusalem Time)</b>		

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

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





## **Annex 2**

### **Terms of Reference**

#### **Improved awareness of Khan Younis residents especially women regarding the importance of clean water and hygiene, and increased engagement of communities in plans for effective utilization of treated water**

This document sets out the Terms of Reference for Consultancy Services for the “Improved awareness of Khan Younis residents especially women regarding the importance of clean water and hygiene, and increased engagement of communities in plans for effective utilization of treated water” relating to 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 PAL10-00117719, "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 shortage of electricity in Gaza.
3. To provide a constant supply of electricity for the plant, UNDP proposed the implementation of 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. The proposal was endorsed by the Palestinian Energy and Natural Resources Authority (PENRA). The constructed PV solar energy system at 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 KY WWTP.
4. Within the available fund from the Government of Norway, UNDP/PAPP is working on providing a comprehensive and detailed design for the overall solar energy system with estimated capacity of 07 MWp for KY WWTP, phase I. Following the completion of the detailed design, UNDP/PAPP is planning to construct and commission the first phase of this solar energy system with a capacity of at least 1.3 MWp with its relevant infrastructures to be a complete, functional and operational project.
5. Around 76 dunums 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 in Al Fukhari area, at around 300 m from the eastern border line of the Gaza Strip. A general layout for KY WWTP project and a Google earth's image of the site of the solar energy system for KY WWTP are shown in Annex I.

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



6. UNDP/PAPP signed the relevant contract for the provision the detailed design and technical assistance services for the construction of the solar energy system for KY WWTP with a specialized consultancy firm in May 2020 and the work activities are moving ahead.
7. Within the available fund from the Government of Norway, UNDP/PAPP is also planning to improve awareness of Khan Younis residents especially women regarding the importance of clean water and hygiene and increase the engagement of communities in plans for effective utilization of the treated waste water of KY WWTP.
8. Therefore, UNDP/PAPP is seeking to hire an experienced consultancy firm (hereinafter: the consultant) to provide all required consultancy works and services to improve the awareness of Khan Younis residents mentioned in the above item and as will be detailed hereinafter in the pertinent sections of this TOR.
9. 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 achieving the targets and results indicated in the results framework given in Annex II.
10. The consultant will enter into a contract with UNDP/PAPP in substantially the same form and substance as specified in the RFQ.
11. 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.

## **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 400,000 residents of whom, 266,000 residents of Khan Younis and Khan Younis camp (projected population in 2020, 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

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



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. Gaza has been suffering from shortage of electricity since 2006. This shortage is a major cause undermining the provision of water, sanitation and hygiene services. Therefore, 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.
5. The operation of KY WWTP utilizing environmentally friendly renewable solar energy responds to the chronic humanitarian needs in Gaza. It contributes to SDG's related to conservation of environment, including access to water, sanitation, energy and gender equality (SDG 3, 5, 6, 7, 11, 13, and 14). It is also in line with UNDP's strategy for safeguarding the environment and protecting natural resources. In specific, sustainably managing KY WWTP is a direct contribution to achievement of SDG 6. "Ensure availability and sustainable management of water and sanitation for all" Goal 6.2: By 2030, achieve access to adequate and equitable sanitation and hygiene for all and end open defecation, paying special attention to the needs of women and girls and those in vulnerable situations. The project is also aligned with the national policy agenda of 2018-2022 where national priority ten has a clear output on "resilient communities" that states the following policy interventions related to "Ensuring a Sustainable Environment and Adapting to Climate Change":
  - Manage, protect and promote sustainable use and conservation of natural resources (land, water and energy).
  - Increase energy efficiency and reliance on renewable energy.

The implementation of the solar energy system for KY WWTP will contribute to achieving sustainable operation of KY WWTP and the above-mentioned overall goals.

6. The Coastal Municipalities Water Utilities (CMWU), in cooperation with Khan Younis municipality and the municipalities of Khan Younis Governorate as main beneficiary, shall be the final operator of KY WWTP. The low collection rate of the fees paid by the residents for the provided water and wastewater services is placing financial burdens on the operator of KY WWTP. To help attaining a continuous and sustainable operation of the plant, the constructive community engagement and collaboration with the national operator including the importance of the residents' contribution in the water and wastewater bills need to be enhanced and improved by raising awareness through this assignment.
7. Women are main beneficiaries of KY WWTP. As the primary-care takers of household and family affairs, women are the ones to care for the children affected by water-borne diseases. Due to patriarchal, social norms and the effects of military conflict, they will also face additional obstacles in accessing sufficient health care for themselves and their children, especially in female-headed households. The shortage of water and wastewater services as

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



well as electricity increases the vulnerability of women and creates extra burdens on them in the household, both in terms of time-consuming mitigating routines as well as increased workload due to diseases and other consequences. This in turn keeps women far away from the labour market and decision-making positions. As an example, today's unemployment among Gazan women is at a staggering high with 62.1% in the first quarter of 2020 (PCBS, Labour force survey Q1/2020).

8. Therefore, women and girls should have the opportunity for improved knowledge, attitude and practices on the best practices of hygiene and water-related issues through awareness raising through this assignment. In addition, and to promote women's economic empowerment in sectors that are traditionally male-dominated, a training seminar targeting female fresh graduate engineers shall be arranged and conducted through this assignment to strengthen their practical skills in the design and implementation of solar energy systems. This will enhance their participation in the labour market, especially as very few females are engaged in the electrical engineering sector.
9. Within the operation of KY WWTP, phase I, at a flow capacity of 26,600 cubic metres per day and through the constructed infiltration basins, more than 09 million cubic metres of treated effluent will be recharged annually into the aquifer to ultimately be used for agricultural purposes. At least 300 farmers from the eastern areas of Khan Younis Governorate should have the opportunity for improved knowledge, attitude and practices on the best practices of hygiene water-related issues and reuse of treated wastewater and shall participate in the awareness campaign. Through this assignment, workshop/s shall be conducted with main stakeholders on the effective utilization of treated wastewater and on how to maximize the benefits from this new non-conventional water source to support the sustainability of KY WWTP.

### **3. Objective of the Assignment**

The primary objective of the assignment is to ensure the awareness of Khan Younis residents especially women regarding the importance of clean water and hygiene is significantly improved, and the community engagement in plans for effective utilization of treated wastewater is effectively increased. The ultimate purpose of the consultant's services under this assignment is to achieve this objective and the targets and results of output 2 indicated in the results framework given in Annex II.

### **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 RFQ 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 awareness works and activities in accordance with professional 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 objective of these services, while adhering to best practices of the profession, whether or not

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



a specific activity is cited in this TOR. The consultant shall be responsible for securing the consultancy services as required by the contract during the assignment period.

The consultant has to familiarize himself with local and security circumstances of the Gaza Strip including the circumstances of Covid-19 pandemic, which could affect the progress of works on the ground. In the performance of the contract, the consultant shall take all necessary health and safety precautions and measures to protect their staff, partners and UNDP staff, and all staff and residents who will be engaged and participate in the awareness campaigns against any risks of Covid-19 pandemic.

The consultant represents that they are aware of the local and security circumstances of the Gaza Strip including the circumstances of Covid-19 pandemic, and they do not consider them as force majeure circumstances and no claim whatsoever will be accepted by UNDP for delays and additional costs that may be incurred due to these circumstances.

The consultant will start the work activities immediately after signing the contract and will exert all efforts to implement and finalize the work activities within the specified period of completion of the contract.

The consultant shall carry out all necessary and required communications, coordination and meetings with all concerned partners, authorities and statutory bodies including PENRA, PWA, CMWU, Khan Younis municipality, the municipalities of the eastern villages of Khan Younis Governorate, Ministry of Local Government, Ministry of Education and educational institutions, universities and schools, Ministry of Health and health centres, Ministry of Agriculture and agricultural unions and societies, Environmental Quality Authority (EQA), Ministry of Women's Affairs, women societies, related NGOs and mukhtarats, community leaders, syndicate of engineers, contractors' union, labourers union, NGOs, UNRWA, UN and international agencies, youth groups, and any concerned ministries, bodies and institutions to have all needed data, information, licensees, permits, approvals, etc. and realize all factors that might affect and facilitate the proper implementation of the awareness works.

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

#### **4.1. Task 1 - Developing, producing, delivering and using awareness, visibility and advocacy tools**

The consultant shall develop, produce, deliver and use wherever and whenever possible the following tools as essential and integral part for performing the awareness campaigns and promoting the visibility and advocacy of the project:

1. **Questionnaire:** targeting communities, residents, women, youths, students, farmers, etc. in four areas in Khan Younis Governorate. The questionnaire shall be developed, designed and analyzed by the consultant, including using the founded results, for the sake of preparing and conducting effective awareness campaigns.





2. **20,000 brochures:** for education and awareness about best practices of hygiene and water-related issues. The brochures shall be colored and of a high quality and an attractive design that reflects the nature of the project and presents the information in a simplified way. The brochures shall be distributed by the consultant through workshops and in the universities, educational centres, schools, institutions, societies, women societies including reaching women at homes, and different communities of Khan Younis Governorate.
3. **20,000 brochures:** for education and awareness about aims and impacts of KY WWTP to protect the public health, water resources and environment of whole Khan Younis residents, and the importance of their contribution in the water and wastewater bills to assure the sustainable operation of the plant. The brochures shall be colored and of a high quality and an attractive design that reflects the nature of the project and presents the information in a simplified way. The brochures shall be distributed by the consultant through workshops and in the universities, educational centres, schools, institutions, societies, women societies including reaching women at homes, and different communities of Khan Younis Governorate.
4. **Story creation:** impactful stories highlighting the use of energy efficiency.
5. **Video production:** social video content to reach domestic and global audiences and to be used on social media platforms.
6. **Photography:** high-quality photographs and images to capture moments that illustrate the project's impact.
7. **Infographics:** infographics for visual representation of data and information that will be used to raise awareness and show project reach and impact.
8. **Official communication tools** such as joint press releases, events, etc. shall be arranged by the consultant as required by UNDP.
9. **Social media** to be employed as required by UNDP.

All the above communications and visibility materials shall equally display the Government of Norway and UNDP's logos, and in some cases the national counterpart's logo, in order to promote ownership and the strategic partnership between the different institutions. The consultant shall develop and produce all the above-mentioned tools in close coordination and cooperation with UNDP communications.

#### **4.2. Task 2 - Preparing and conducting awareness raising campaigns for women in Khan Younis governorate on the best practices of hygiene and water-related issues**

The consultant shall collect review and assess all data, information and studies about the population, educational levels, social and economic conditions and women engagements in the labour force in Khan Younis Governorate for the sake of preparing and conducting effective awareness campaign.

In close cooperation with the Ministry of Women's Affairs, women societies and related NGOs and mukhtarats, Khan Younis municipality and the municipalities of the eastern villages of Khan Younis Governorate including their public relation departments, UNRWA, community leaders and any concerned ministries, bodies and institutions, the consultant shall coordinate for, arrange and conduct three awareness workshops with all required presentations, learning materials, brochures

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



and videos on the best practices of hygiene and water-related issues for women and girls in Khan Younis governorate.

Focus shall also be given on the aims and impacts of KY WWTP to protect the public health, water resources and environment of whole Khan Younis residents, especially women, and the importance of their contribution in the water and waste water bills to assure the sustainable operation of their plant.

The workshops shall be conducted in centres, halls and schools located in Khan Younis governorate and shall be equipped with all required facilities for effective conduction and performance of these workshops. The number of participants should not be less than 400 women and girls. The consultant shall also arrange and implement site visit/ educational tour for a reasonable number of women and schoolgirls to KY WWTP.

Through the awareness campaign, the consultant shall also arrange and implement wherever and whenever possible site visits to women at homes to raise their awareness about hygiene and water-related issues and the importance of the contributions in the water and waste water bills.

All required materials, equipment, invitations, photographers, rents and logistics including banners (2 x 5 metres), LCDs, stationary, accommodations, food, beverages, transportations and any related needs for the workshops shall be provided and covered by the consultant.

The leaders, instructors and facilitators of the workshops and the seminar, preferably women, shall be qualified and experienced in conducting such workshops.

The consultant shall record the three workshops and produce, in close cooperation with UNDP communications, a short video of 2-3 minutes briefing the activities and outputs of these workshops.

By the end of the workshops, the consultant shall prepare and deliver a summary report briefing the activities performed, knowledge products, number of participants, targets and results achieved.

All awareness, communications and visibility materials shall equally display the Government of Norway and UNDP's logos.

#### **4.3. Task 3 - Preparing and conducting clean water and hygiene awareness raising activities for Khan Younis residents, including importance of payment for services**

The consultant shall collect review and assess all data, information and studies about the population, educational levels, social and economic conditions, engagements in the labour force and unemployment rates for residents in Khan Younis Governorate and the residents' contribution in the water and waste water bills, and all data, information and studies related to agricultural sector in Khan Younis Governorate including areas of agricultural lands, number of farmers and ownerships, irrigation patterns, crops types and required water quality and water consumption, etc.. for the sake of preparing and conducting effective awareness campaign.

In close cooperation with PWA, CMWU, Khan Younis Municipality and the Municipalities of the eastern villages of Khan Younis Governorate including their public relation departments, Ministry of

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



Agriculture and agricultural unions and societies and farmers representatives, community leaders and any concerned ministries, bodies and institutions, the consultant shall coordinate for, arrange and conduct three awareness workshops with all required presentations, learning materials, brochures and videos on the best practices of hygiene, water-related issues and reuse of treated waste water for residents of Khan Younis governorate and farmers from the eastern areas of Khan Younis Governorate.

Focus shall be given on the aims and impacts of KY WWTP to protect the public health, water resources and environment of whole Khan Younis residents and the importance of their contribution in the water and wastewater bills to assure the sustainable operation of their plant.

The workshops shall be conducted in centres, halls and schools located in Khan Younis governorate and shall be equipped with all required facilities for effective conduction and performance of these workshops. The consultant shall take into consideration gender, age and educational levels to ease reflecting information for different residents and participants in the workshops. The number of participants should not be less than 400 residents out of them 300 farmers from the eastern areas of Khan Younis Governorate. The consultant shall also arrange and implement two site visit/ educational tour for a reasonable number of residents, farmers and youths to KY WWTP.

All required materials, equipment, invitations, photographers, rents and logistics including banners (2 x 5 metres), LCDs, stationary, accommodations, food, beverages, transportations and any related needs for the workshops shall be provided and covered by the consultant.

The leaders, instructors and facilitators of the workshops shall be qualified and experienced in conducting such workshops.

The consultant shall record the three workshops and produce, in close cooperation with UNDP communications, a short video of 2-3 minutes briefing the activities and outputs of these workshops.

By the end of the workshops, the consultant shall prepare and deliver a summary report briefing the activities performed, knowledge products, number of participants, targets and results achieved.

All awareness, communications and visibility materials shall equally display the Government of Norway and UNDP's logos.

#### **4.4. Task 4 - Preparing and conducting consultation session/workshop with key stakeholders on effective utilization of treated waste water**

The consultant shall collect review and assess all data, information, studies, strategies, policies, standards, rules and regulations, implemented and planned projects related to artificial recharge and reuse of treated waste water in the Gaza Strip, and all data, information and studies related to agricultural sector in the Gaza Strip and Khan Younis Governorate in particular including areas of agricultural lands, productivity and contribution to the Gross Domestic Product (GDP), number of farmers and ownerships, irrigation patterns, crops types and required water quality and water consumption required for different types, etc.. for the sake of preparing and conducting effective consultation session/workshop with key stakeholders on effective utilization of treated wastewater.



## United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



In close cooperation with PWA, CMWU, Ministry of Local Government, EQA, Khan Younis Municipality and the Municipalities of the eastern villages of Khan Younis Governorate, Ministry of Health, Ministry of Agriculture and agricultural unions and societies and farmers representatives, PENRA, NGOs, UN and international agencies, community leaders and any concerned ministries, bodies and institutions, the consultant shall coordinate for, arrange and conduct a workshop with all required presentations data and information with all these key stakeholders on the effective utilization of treated waste water in the Gaza Strip and the treated waste water of KY WWTP.

The workshop shall be conducted in appropriate hall located in Gaza or Khan Younis and shall be equipped with all required facilities for effective conduction and performance of the workshop. The number of participants is estimated at around 50-70 professionals and representatives.

All required materials, equipment, invitations, photographers, rents and logistics including banners (2 x 5 metres), LCDs, stationary, accommodations, food, beverages, transportations and any related needs for the workshop shall be provided and covered by the consultant.

The leaders, instructors and facilitators of the workshop shall be qualified and experienced in conducting such workshops.

The consultant shall record the workshop and produce, in close cooperation with UNDP communications,

All communications and visibility materials shall equally display the Government of Norway and UNDP's logos.

### **4.5. Task 5 - Preparing and conducting training seminar targeting female fresh graduate engineers in the design and implementation of solar energy systems**

The consultant shall collect review and assess all data, information, studies, strategies, policies, standards, rules and regulations, implemented and planned projects related to the renewable solar energy in the Gaza Strip, for the sake of preparing and conducting effective a training seminar targeting female fresh graduate engineers in the design and implementation of solar energy systems.

In close cooperation with PENRA, PWA, CMWU, Khan Younis Municipality, syndicate of engineers, contractors' union, universities and any concerned ministries, bodies and institutions, the consultant shall coordinate for, arrange and conduct a training seminar targeting female fresh graduate engineers to strengthen their practical skills in the design and implementation of solar energy systems.

The training seminar shall be conducted in appropriate hall located in Gaza or Khan Younis and shall be equipped with all required facilities for effective conduction and performance of the seminar. The number of participants is estimated at around 20 female fresh graduate engineers. The consultant shall also arrange and implement site visit/ educational tour for the engineers to KY WWTP and the solar energy system for KY WWTP project and other implemented solar energy project.

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



All required materials, equipment, invitations, photographers, rents and logistics including banners (2 x 5 metres), LCDs, stationary, accommodations, food, beverages, transportations and any related needs for the seminar shall be provided and covered by the consultant.

The instructor and facilitator of the seminar shall be qualified and experienced in conducting such training sessions.

The consultant shall record the seminar and produce, in close cooperation with UNDP communications, a short video of 2-3 minutes briefing the activities and outputs of the seminar.

By the end of the seminar, the consultant shall prepare and deliver a summary report briefing the education materials, presentations, outputs and recommendations of the seminar.

All education materials, communications and visibility materials shall equally display the Government of Norway and UNDP's logos.

It is to be noted that, the consultant shall carry out and provide all managerial, administrative, coordination, communications, arrangements, transportation, logistic and facilitation works and services required for effective execution and completion of the above mentioned tasks and the whole assignment, and all relevant and associated costs for these works and services are to be included in the cost of the proposal.

## **5. Reporting Requirements and Deliverables**

The reports and deliverables 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 03 hard colored print copies as well as one electronic/digital form to UNDP. The consultant shall prepare well and provide the following reports and deliverables for UNDP's comments and/or approval:

1. The consultant shall provide an inception report within 0.5 month from the commencement of the consultancy services. The inception report shall describe the consultant's understanding of the scope of work and how the consultant will carry out the different tasks and activities of the consultancy services from the contract award up to closing the consultancy services assignment. It shall include, but not limited to, methodology, detailed work plan, administrative and organizational setup with defined role and responsibilities of various positions, staffing schedule, deliverables and reports submission schedule, office and resources allocated, coordination procedures with UNDP, partners and concerned authorities, communication plan, etc..
2. The consultant shall provide a comprehensive and analytical report with the founded results of the questionnaire, the 40,000 brochures, impactful stories, social video, photography and infographics required under task 01 within 1.5 months from receiving the order to commence the consultancy services.
3. The consultant shall provide the summary report and the short video for the workshops conducted under task 02 within 02 months from receiving the order to commence the consultancy services.

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



4. The consultant shall provide the summary report and the short video for the workshops conducted under task 03 within 2.5 months from receiving the order to commence the consultancy services.
5. The consultant shall provide the summary report and the short video for the workshop conducted under task 04 within 03 months from receiving the order to commence the consultancy services.
6. The consultant shall provide the summary report and the short video for the training seminar conducted under task 05 within 3.5 months from receiving the order to commence the consultancy services.
7. The consultant shall prepare the Assignment Final Report after completion of the required tasks and within 04 months from receiving the order to commence the consultancy services. The final report shall be comprehensive and provide details describing the project and the assignment, activities and workshops performed, work plan implemented, deliverables provided, financial reporting, outputs, findings, targets and results achieved, recommendations and lessons learned and any required information, with all required annexes for data, clarifications, photos, attachments and any supporting documents.
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.

## **6. Consultant's Staff, Office and Equipment Requirements**

The consultant shall be responsible for carrying out and 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 TOR.

For the whole period of the assignment, the consultant shall provide all 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 professional team of qualified experts who are widely experienced in preparing and conducting community and public awareness campaigns. The proposed minimum staff required for carrying out the assignment is mentioned hereinafter and the proposed total indicative man-months for each staff are shown in Annex III.

The consultant shall also provide all admin, logistic and financial support staff and facilitations required for successful and timely completion of the different works and activities of the assignment, and all relevant and associated costs for these staff and facilitations are to be included in the cost of the proposal.

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

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



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 cost of the proposal.

The consultant shall provide within his proposal detailed staffing schedule showing the man months' interventions of each staff against the different tasks and activities of the assignment.

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. 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 their duties during the entire assignment duration, the consultant shall provide a local office in Gaza. This office shall be fully equipped (e.g. telephone, fax, internet server, photocopiers, computers, printers,... etc.).

The consultant's minimum key staff shall include, but not limited to, the following:

1. **Team Leader:** The team leader should have a bachelor's degree or higher from a recognized university in social sciences, public relations, communication, management, business administration or any other related field with minimum of ten (10) years of experience in managing and conducting similar learning and public awareness campaigns or related work. He/she shall have high managerial, analytical, evaluation, report writing and communication skills. He/she shall assume the overall responsibility for the assignment and liaison with and shall be available for consultation and attending meetings with UNDP and partners. He/she shall be focused with maintained interdisciplinary coordination between the team, different players and participants and shall be able to explain observations, comments and recommendations and answer any relevant questions.
2. **Senior Environmental Expert:** The environmental expert should have a bachelor's degree or higher from a recognized university in environmental science, public health, environmental, water and waste water engineering or any other related field with minimum of ten (10) years of experience in conducting technical and environmental assessment studies and public awareness campaigns related to environment, water, waste water treatment and reuse of treated waste water or related work. He/she should have strong knowledge of strategies, policies, standards, rules and regulations and institutional setups related to water, waste water treatment and reuse of treated waste water and agricultural sector. He/she shall have high analytical, evaluation, report writing and communication skills.
3. **Public Relation Officer:** The public relation officer should have a bachelor's degree from a recognized university in public relations, communication, media, public health, business administration or any other related field with minimum of five (05) years of experience in conducting similar learning and public awareness campaigns or related work. He/she shall have high organizational and communication skills.
4. **Community Awareness Officer (2):** The two (02) community awareness officers should have a bachelor's degree from a recognized university in public relations, communication, media, public health, business administration or any other related field with minimum of five

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



(05) years of experience in conducting similar learning and public awareness campaigns or related work. He/she shall have high organizational and communication skills.

5. **Senior Electrical Engineer:** The senior electrical engineer should have a bachelor's degree from a recognized university in electrical engineering with minimum of five (05) years of experience in designing, constructing and operating electrical, renewable and solar energy systems. He/she shall have high organizational, training and communication skills.

## 7. Quality of Services and Works

The consultant shall ensure executing all works and services and applying all professional knowledge, skills, tools, software and techniques required to effectively perform the awareness works and activities in accordance with professional procedures that are generally recognized as good practice. This is to be accomplished through a commitment to excellence and a quality management system. The quality management system should include monitoring and evaluation system to ensure that the quality management process is continuous.

## 8. The Project Overall Management

The overall management and execution of the assignment will be undertaken by UNDP through its Programme Manager and the Programme team. UNDP can also utilize its expertise in various fields; management, engineering, procurement, etc. to ensure optimal implementation of the assignment's various tasks.

## 9. Coordination and Meetings

The consultant shall maintain close coordination and collaboration with UNDP, partners and all concerned authorities. The programme and agendas of the workshops shall be coordinated and agreed upon with the UNDP's Programme Manager, before conducting these workshops. The consultant shall attend progress meetings at UNDP's Office or at the consultant's office and any meetings as may be required by the UNDP's Programme Manager.

## 10. 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.

## 11. Property of Documents

All reports, documents, data, brochures, stories, videos, Infographics, photographs, 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 RFO 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.



## **12. Period 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 RFQ within maximum 04 months; started from the date when the consultant received the letter of commencement of work from UNDP. Tentative time schedule for the assignment's period is shown in Annex IV.

## **13. 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 Inception Report has been provided and approved;
2. 30% when the awareness, visibility and advocacy tools under task 1 has been completed, delivered and approved;
3. 15% when the workshops under task 2 conducted and performed and the relevant summary report and short video provided and approved;
4. 15% when the workshops under task 3 conducted and performed and the relevant summary report and short video provided and approved;
5. 15% when the workshop and seminar under task 4 and 5 conducted and performed and the relevant summary reports and short videos provided and approved;
6. 15% upon physical accomplishment and completion of all works of the assignment and the Assignment Final Report provided and approved.

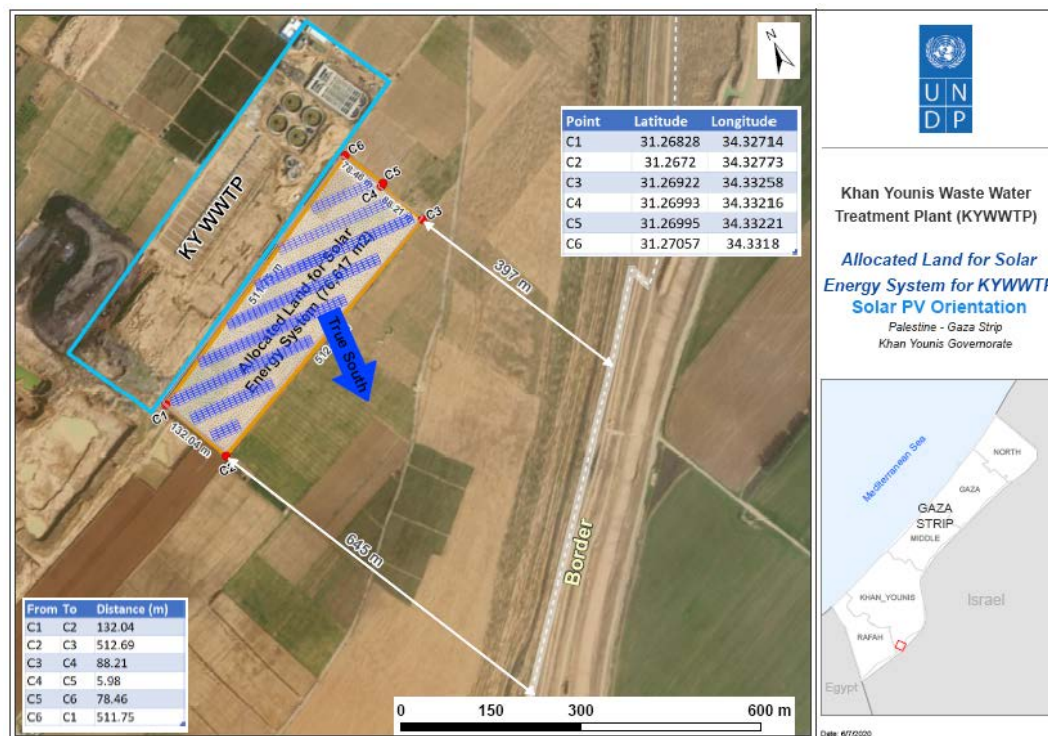
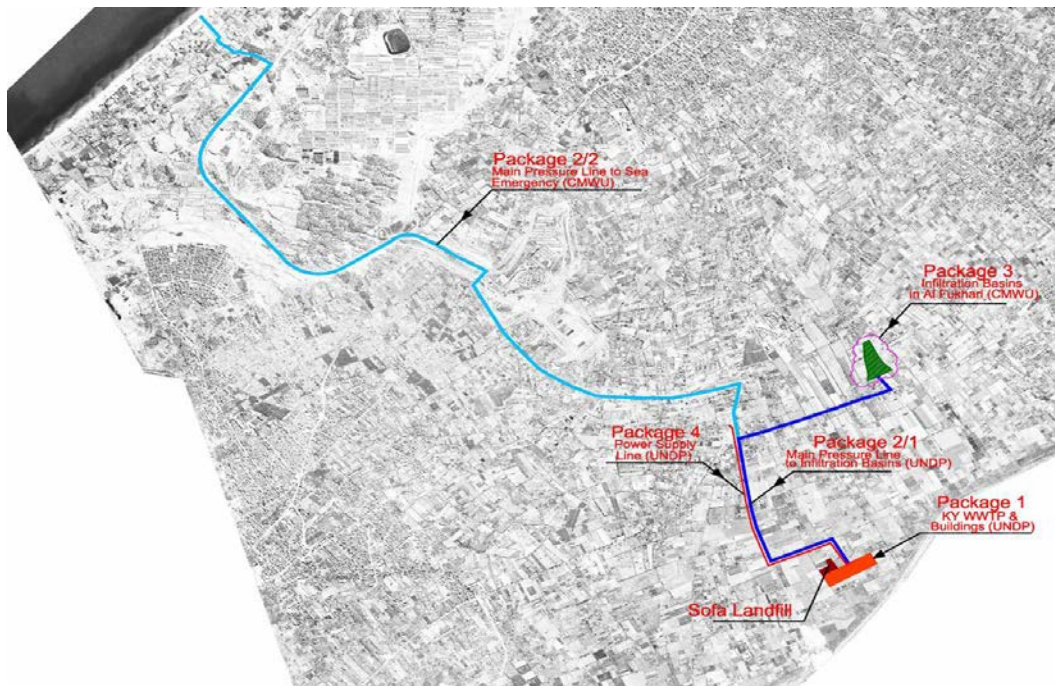
In case the assignment is not completed within the specified contractual duration, UNDP will be entitled to apply on the consultant a penalty of an amount equivalent to 0.1% of the contract total price for every working day of unjustified delay.

No final payment shall be made until the consultant complete all works and activities and fulfill all obligations set out in the TOR and the RFQ of the assignment and the Assignment Final Report provided and approved.



## Annex I

General layout of KY WWTP and a Google earth's image of the site of the solar energy system for KY WWTP



**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



**Annex II**  
**RESULTS FRAMEWORK**

LEVEL	EXPECTED RESULT	INDICATORS	BASELINE	TARGET	Data source of verification	Comments
<b>Impact</b>	Improved access to adequate, inclusive and equitable sanitation and hygiene for residents of Khan Younis Governorate with special attention to the needs of women through the optimal operation of the Khan Younis Waste Water Treatment Plant (KYWWTP) utilizing renewable sustainable photovoltaic solar energy, contributing to the protection of the public health and environment in the Gaza Strip.	Percentage of households having access to improved and safely treated wastewater in the Gaza Strip.	70% of Gaza Strip household	Gaza Strip: 73%	UNDP, PWA	
<b>Outcome</b>	Palestine's infrastructure, and natural and cultural resources are more sustainably used and managed.	Percentage of MWp of renewable solar energy needs for KYWWTP integrated within the electricity network to sustainably operate the wastewater treatment plant.	0% solar system in eastern Khan Younis governorate integrated within and feeding the public utility network.	20% (1.3/7 MWp) solar system integrated within and feeding the public utility network based on commercial agreement with GEDCO.	UNDP, PWA, PENRA, Khan Younis Municipality/ CMWU and GEDCO.	
		Amount of wastewater <u>treated</u> daily before reuse for irrigation or discharged into the sea.	0 cubic metres (CM) treated in KYWWTP (+15,000 cm of partially treated waste water discharged daily into the sea).	>10,000 cubic metres are treated daily in KYWWTP.	UNDP, PWA, and Khan Younis Municipality/ CMWU	



**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



<b>Output 1</b>	1.3MWp Renewable solar energy installed in KYWWTP to sustainably treat the wastewater in Khan Younis governorate.	1.1 Capacity of renewable solar energy installed for the sustainable operation of KYWWTP.	No solar energy source serving KY WWTP	1.3 MWp solar energy system installed and operated (Phase I).	UNDP, PWA, PENRA, Khan Younis Municipality/ CMWU and GEDCO.	
<b>Output 2</b>	Improved awareness of Khan Younis residents especially women regarding the importance of clean water and hygiene, and increased engagement of communities in plans for effective utilization of treated water.	2.1 Level of knowledge, attitude and practice among women of Khan Younis governorate on the best practices of hygiene and water-related issues.	Current level of knowledge, attitude and practices.	Improved knowledge, attitude and practices on the best practices of hygiene and water-related issues among girls and women.	Local CBOs UNDP M&E focal point	Focus group sessions will be held with women and girls at different community settings.
		2.2 Number of residents who participate in clean water and hygiene awareness campaign in Eastern KY Governorate.	No residents participate in clean water and hygiene awareness campaign in Eastern KY Governorate.  Messages formulated to residents on the importance of sustaining the operation of the constructed facilities through their contributions in the water and waste water bills.	>300 farmers participated in clean water and hygiene awareness campaign in Eastern KY Governorate.	Local CBOs UNDP M&E focal point	

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



		2.3 Number of consultations conducted on the effective utilization of the treated water with key stakeholders.	No consultation was conducted on the utilization of treated water of KY WWTP after the designed was finalized in 2010.	At least one workshop will be conducted with main stakeholder on the effective utilization of the treated water of KY WWTP.	Local CBOs UNDP M&E focal point	
--	--	--	--	---	------------------------------------	--

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



### Annex III

The proposed total indicative man-month for staff:

Staff Nomination	Man-Month Input
Team Leader	2.00
Environmental Expert	1.50
Public Relation Officer	1.00
Community Awareness Officer (1)	1.00
Community Awareness Officer (2)	1.00
Senior Electrical Engineer	0.5
* *	* *
* *	* *
<b>Total Man-Month</b>	<b>7.00</b>

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



RFQ- PAL-00097199

**Annex IV**

**Tentative Time Schedule for the Assignment's Period**

Activity	Time frame															
	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13	W14	W15	W16
Preparation and provision of inception report																
Preparation and provision of awareness, visibility and advocacy tools - Task 1																
Preparation and conduction of awareness workshops for women in Khan Younis - Task 2																
Preparation and conduction of awareness workshops for residents in Khan Younis - Task 3																
Preparation and conduction of workshops for stakeholders - Task 4																
Preparation and conduction of seminar for female fresh graduate engineers - Task 5																
Provision of the final assignment report and closing the assignment																

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



RFQ- PAL-00097199

**Annex 3**

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

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

**A. Qualifications of the Service Provider, capacity and expertise**

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

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;*
- e) Relevant specialized knowledge and experience on similar engagement (Minimum 5 years' experience in provision of similar services of the TOR);*
- f) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc. ;*
- g) Power of Attorney;*
- h) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

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

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

**United Nations Development Programme**

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



RFQ- PAL-00097199

**B. Proposed Methodology, Approach and Implementation Plan for the Completion of Services**

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

*The service provider/ bidder shall demonstrate their 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.*

- 1. A detailed description of the approach and methodology for how the service provider/ 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. The methodology shall also include details on how the different service elements shall be organized, controlled and delivered.*
- 3. Description of how the awareness, visibility and advocacy tools shall be adopted and used for a specific requirement, workshops, different activities of the awareness campaign, etc.*
- 4. 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.*
- 5. Implementation plan including a Gantt Chart or Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.*
- 6. Any other comments or information regarding the assignment approach and methodology that will be adopted.*
- 7. Identify the risk factors and mitigation measures that will be adopted.*

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



RFQ- PAL-00097199

**C. Management Structure, Staffing plan and CVs of Key Personnel**

*The Service Provider must provide:*

- a) *Description of overall management approach toward planning and implementation of the assignment. 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.*
- b) *Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- c) *CVs demonstrating qualifications and experiences of key personnel; and*
- d) *Written confirmation from each personnel that they are available for the entire duration of the contract.*

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

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1 - Inception Report		
2	Deliverable 2 - awareness, visibility and advocacy tools under task 1		
	Deliverable 2.1 - Questionnaire		
	Deliverable 2.2 - Brochures		
	Deliverable 2.3 - Story creation		
	Deliverable 2.4 - Video production		
	Deliverable 2.5 - Photography		
	Deliverable 2.6 - Infographics		
	.....		
	Total Deliverable 2		
3	Deliverable 3 - summary report and short video of 2-3 minutes for workshops for women under task 2.		
4	Deliverable 4 - summary report and short video of 2-3 minutes for workshops for residents under task 3.		
5	Deliverable 5 - summary report and short video of 2-3 minutes for workshop and seminar under task 4 & 5.		
6	Deliverable 6 - Final Assignment Report		
	.....		
	Total	100%	

**United Nations Development Programme**  
 Programme of Assistance to the Palestinian People  
 برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



RFQ- PAL-00097199

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

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

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Price
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Subsistence Allowance				
3. Communications				
4. Others				
<b>III. Other Related Costs (Please specify)</b>				

<b>III. Other Related Costs [This is only an Example]</b>					
No.	Description of Product/ Activity	Unit/ No	Quantity	Unit price	Total Price
1.	Questionnaire				
2.	brochures				
3.	Story creation				
4.	Video production				
5.	Photography				
6.	Infographics				
7.	Official communication tools				
8.	Social media				
9.	Conducting workshop for women				
10.	Conducting workshop for residents				
11.	Conducting workshop for stakeholders				
12.	Conducting seminar for female engineers				
13.	Local transport				
14.	Communications				
15.	Equipment lease				
16.	Printing				



**United Nations Development Programme**  
Programme of Assistance to the Palestinian People  
برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



RFQ- PAL-00097199

17.	.....				
18.	.....				
19.	.....				
20.	.....				

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

**United Nations Development Programme**

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



RFQ- PAL-00097199

**Annex 4*****General Terms and Conditions for Services*****1.0 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

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

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

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

**7.0 INDEMNIFICATION:**

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

**United Nations Development Programme**

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



RFQ- PAL-00097199

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

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

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

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

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

**8.4.1** Name UNDP as additional insured;

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

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

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

**9.0 ENCUMBRANCES/LIENS:**

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

**10.0 TITLE TO EQUIPMENT:**

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

**11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by

**United Nations Development Programme**

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



RFQ- PAL-00097199

the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

**12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

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

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

**13.1** The recipient ("Recipient") of such information shall:

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

**13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

**13.2.1** any other party with the Discloser's prior written consent; and,

**13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** any entity over which the Party exercises effective managerial control; or,

**United Nations Development Programme**

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



RFQ- PAL-00097199

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

**13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

**13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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

**14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

**14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

**14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

**15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

**United Nations Development Programme**

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



RFQ- PAL-00097199

**15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

**15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

**16.0 SETTLEMENT OF DISPUTES**

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

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

**17.0 PRIVILEGES AND IMMUNITIES:**

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

**18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in



**United Nations Development Programme**

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



RFQ- PAL-00097199

respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

**19.0 CHILD LABOUR**

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

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

**20.0 MINES:**

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

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

**21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**United Nations Development Programme**

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



RFQ- PAL-00097199

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

**23.0 AUTHORITY TO MODIFY:**

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