Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني

RFQ-PAL-0000184424



Date: 17 May 2022

### **REQUEST FOR QUOTATION / PROPOSAL**

Subject: RFP for Consultancy Services for Final Programme Evaluation Al Fakhoora Scholarship and Empowerment Programme (Dynamic Futures II) - Event ID: 0000012528

Dear Bidder,

We kindly request you to submit your quotation/proposal for **Final Programme Evaluation AI Fakhoora Scholarship and Empowerment Programme (Dynamic Futures II)**, 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 <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a> 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.

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.

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

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: <a href="http://www.un.org/depts/ptd/pdf/conduct-english.pdf">http://www.un.org/depts/ptd/pdf/conduct-english.pdf</a>

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Docusioned by:

Myllian Kigal

\*\*\*Pitter Title Procurement Unit - OIC

UNDP/PAPP

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

# 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	Final Programme Evaluation Al Fakhoora Scholarship and Empowerment Programme (Dynamic Futures II)
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	Please Refer to the TOR – Annex 2
Progress Reporting Requirements	<ul> <li>Evaluation inception report</li> <li>Evaluation debriefings</li> <li>Draft evaluation report</li> <li>Evaluation report audit trail</li> <li>Final evaluation report</li> <li>Final evaluation report.</li> <li>Presentations to stakeholders and the evaluation reference group.</li> <li>Evaluation brief and other knowledge products</li> <li>Please refer to the TOR – Annex 2</li> </ul>
Location of work	<ul><li>☑ Exact Address/es [pls. specify] Gaza Strip</li><li>☑ The evaluation will cover the relevant locations – Gaza Strip</li></ul>
Expected duration of work	Twelve (12) calendar weeks
Target start date	Upon signing the contract
Latest completion date	After 12 weeks from signing the contract
Travels Expected	Internal travels within the Gaza Strip Governorates are needed. Virtual Meetings are acceptable.
Special Security Requirements	N/A
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	☐ Required ☐ Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	☐ Required ☐ Not Required
Currency of Proposal	<ul><li>☑ United States Dollars</li><li>□ Euro</li><li>□ Local Currency</li></ul>

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



Value Added Tax on Price Proposal	☐ must be inclusive of VAT and othe ☐ must be exclusive of VAT and oth			
Validity Period of Proposals (Counting for the last day of submission of quotes)	☐ 60 days ☐ 90 days ☑ 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	<ul> <li>☑ Not permitted</li> <li>☐ Permitted [pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</li> </ul>			
	Please also refer to the ToR			
	Deliverables	%	Condition for Payment Release	
	Evaluation Inception Report has been provided and approved	20 %	Within thirty (30) days from the date of meeting the following	
Payment Terms	Draft evaluation report has been provided and approved	40%	conditions:  a) UNDP's written acceptance (i.e.,	
	Final evaluation report and presentation of findings have been provided and approved.  and not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.			
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP assigned responsible officers			
Criteria for the Assessment of Proposal In/out eligibility criteria (preliminary)	<ul> <li>Non-Discretionary "Pass/Fail" criteria on the technical requirements</li> <li>Valid business registration certificate.</li> <li>Valid Tax registration certificate.</li> <li>The firm has a minimum of five (5) years of experience in evaluation of projects, including in at least one project of similar nature to the subject project.</li> <li>Proven experience in implementing at least 3 similar assignments in the last 5 years.</li> <li>Proposed key staff possess all the required experience, credentials &amp; qualifications required in the Terms of Reference (i.e., fully qualified to successfully do the assignment).</li> <li>Proposed International lead evaluator possess all the required experience, credentials &amp; qualifications required in the Terms of Reference (should have proven international experience in</li> </ul>			

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



	<ul> <li>conducting at least 2 similar evaluations (preferably regionally or in Palestine) within the last 5 years).</li> <li>At least two (2) Letters of Satisfactory Performance from the top client.</li> <li>Note: If the firm is not compliant in one or more of the above listed mandatory requirements, its proposal will be rejected as non-compliant</li> </ul>
EVALUATION PROCESS	offer.  Technical evaluation of proposals (which passed <b>preliminary stage</b> ) will be conducted prior to any price proposal being opened and compared/evaluated. The price/financial proposal of the Proposals will be opened only for submissions that passed the minimum technical score (= 70 points) in the evaluation of the technical proposals. The technical proposals will be evaluated on the basis of its responsiveness to the Terms of Reference (TOR) and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified below.  A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve/attain the <b>minimum technical score (= 70 points).</b>
	In the final stage, only the Financial Proposals of those Proposers who attained the minimum technical score* (=70 points) will be opened for evaluation, comparison and scoring.
	The UNDP procuring entity will award the Contract to the Offeror who receives/achieves the Highest Combined Technical and Financial score.
	The formula for the rating of the Proposals will be as follows:
	<ul> <li>□ Lowest Price Quote among technically responsive offers</li> <li>☑ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</li> </ul>
Criteria for Contract Award	The formula for the rating of the Proposals will be as follows:  Rating the Technical Proposal (TP):  TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100  Rating the Financial Proposal (FP):  FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100  Total Combined Score:  (TP Rating) x (Weight of TP, 70%) + (FP Rating) x (Weight

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424				
	Tools	nical Proposal (700/ )		
	Technical Proposal (70%)			
		pacity and Expertise of the Firm 25%	ы.	
		ethodology, Approach and Implementatio	n Plan in	cluding key
		cones <b>25%</b>		
	⊠ Ma	nagement Structure, Staffing plan and CVs	<b>50%</b>	
	Techr	nical Evaluation Criteria that will be used - T	echnical pr	oposals will
	be ev	aluated based on the following criteria:		
	Tech	nical Proposal Evaluation	Points obta	ainable
	1.	Capacity and Expertise of Firm	2	50
	2.	Methodology, Approach and Implementation Plan including key milestones	2	50
	3.	Management Structure, Staffing plan and CVs	5	00
		Total	10	000
	Tech	nical Evaluation Criteria	Points	Weight
		Capacity and Expertise of Firm /Organization		250
			Ε0	
	1.1	Company's Size  Relevance of Experience	50 200	
	1.2	Years of experience and large-scale	200	
		Programmes (20 Point)		
		Experience in Programmatic evaluation and		
		large-scale Programmes assessment (20		
		Point)		
		Experience in education and scholarships sector		
Criteria for the Assessment of		and development issues (60 Point)		
Proposal		Profound experience in UNDP's Results-Based		
		Management approach and strategic planning		
		(20 Point)		
		Experience in evaluating youth engagement and	1	
		leadership development Programmes (40		
		Point)		
		Experience in evaluating economic     Amount Programmes, among others		
		empowerment Programmes, among others		
		including, internships, soft skills training, e-work etc. (40 Point)	`	
	2.	Methodology, Work plan responding to the ToR		250
	2.1	Understanding the assignment tasks and scope of	f 50	
		work, please note that it will be assessed whether		
		the individual bidder is capable of describing the task		
		and scope of work with their own words and not only	′	
	2.2	copy paste from the TOR.  Have the important aspects of the task been	1 25	
	2.2	addressed in sufficient detail? Is the scope of the		
		task well defined and does it correspond to the TOR?		
		Are the different components of the programme	2	
	2.2	adequately weighted relative to one another?	) ) ] [	
	2.3	Are the minimum requirements for data collection properly presented and addressed in the proposal?	25	
	2.4	Is the conceptual framework adopted appropriate for	- 50	
		the task? Is the proposed methodology clear and	i	
		does it give confidence in accomplishing the	2	
		objective of this assignment?		

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



2.5	Is the presentation clear and is the sequence of	25	
	activities and the planning logical, realistic and		
	promise efficient implementation to the Programme?		
2.6	(e.g., does it contain a detailed work plan, etc.)  Added value to the TORs (proposed additional new	25	
2.0	activities / different approaches which enhance the	23	
	proposed TORs).		
2.7	Is the staffing plan clear, sufficient, realistic and	50	
	shows clearly who is doing what, required working		
2 1	days and place (home office or field office)?		F00
3. N	Management Structure, Staffing plan and CVs		500
3.1	Composition and structure of the team proposed.	50	
	Are the proposed roles of		
	the management and the team of key personnel		
	suitable for the provision of		
ì	the necessary services?		
3.2	Lead evaluator (Must be International)	150	
	- Qualification/ Education (40)		
	- General professional experience (30)		
	- Specific experience relevant to the assignment		
	(50)		
	- Relevant Training Certificates (10)		
	- Language (20)		
3.3	Higher Education Expertise	100	
	- Qualification/ Education (25)		
	- General professional experience (20)		
	- Specific experience relevant to the assignment		
	(40)		
	- Relevant Training Certificates (5)		
	- Language (10)		
3.3	Leadership Development	100	
	- Qualification/ Education (25)		
	- General professional experience (20)		
	- Specific experience relevant to the assignment		
	(40) - Relevant Training Certificates (5)		
	- Language (10)		+
3.4	Economic Empowerment Expert	100	
	- Qualification/ Education (25)		
	- General professional experience (20)		<del>                                     </del>
	- Specific experience relevant to the assignment		+
	(40)		
		l	1
	Relevant Training Certificates (5)		
	Relevant Training Certificates (5)  Language (10)		

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



# RFQ-PAL-0000184424

	Financial Proposal (30%)		
	To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.		
UNDP will award the contract to:	☑ One and only one Service Provider who obtains the highest Total Combined Score on his/her Proposal (based on combined scoring method)		
Type of Contract to be Signed	☑ One and only one Service Provider		
Annexes to this RFP	<ul> <li>☑ Form for Submission of Proposal (Annex 3)</li> <li>☑ General Terms and Conditions / Special Conditions (Annex 4)<sup>1</sup></li> <li>☑ Detailed TOR (Annex 2)</li> <li>☐ Others</li> </ul>		
Contact Person for Inquiries (Written inquiries only)	The Procurement Analyst Proc10.papp@undp.org Tel: 08-2863364 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.		
	Proposals may be submitted on or before the date and time set in the UNDP e-Tendering system for this event/RFQ.		
Deadline to receive proposals	https://etendering.partneragencies.org		
	Event ID: <b>0000012528</b>		
	Dead line: <b>2 June 2022 5:00AM EST ( 12:00hr Jerusalem Time)</b> Required in the amount of 10% of resulted contract in the form of a Bank Guarantee (please see the relevant template)		
	(a) Within (7) days of contract signature and before issuance of the notice to proceed, the successful Bidder shall furnish a Performance Security to UNDP in the amount of 10% of the contract Value;		
Performance Security	(b) The Performance Security shall be valid until end of defects liability period (i.e. 3 months after the intended completion date);		
	(c) The proceeds of the Performance Security shall be payable to the UNDP as a compensation for any loss resulting from the Contractors' failure to complete its obligations under the contract;		
	(d) The Performance Security shall be denominated in the currency of the contract.		

 $^{1}$  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.

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

### Annex 2

# **Terms of Reference**

# Final Programme Evaluation Al Fakhoora Scholarship and Empowerment Programme (Dynamic Futures II)

	PROGRAMME INFORMATION		
Programme title	Al Fakhoora Scholarship and Empowerment Programme (Dynamic Futures II)		
Atlas ID	Dynamic Futures – Education II, Award N. 00044201 Programme No. PAL10 - 00091584		
Corporate outcome and output	UNDAF: 3.2: Palestinians have greater access to decent productive jobs 4.1: More Palestinians, especially the most vulnerable, benefit from safe, inclusive, equitable and quality services 4.2: All Palestinians, especially the most vulnerable, have greater access to unified, integrated, and shock responsive protection and social protection systems  Strategic Plan 2022-2025  SP Output 3.3 Risk informed and gender-responsive recovery solutions, including stabilization efforts and mine action, implemented at regional, national and sub-national levels  SP Output indicator 3.3.1 Number of people benefitting from jobs and improved livelihoods in crisis or post-crisis settings  Palestine Programme Framework  Strategic Priority 3 Leaving no one behind: Supporting sustainable and inclusive economic development  Output 3.3 Access of youth, women and rural communities to skills and financing for economic empowerment and entrepreneurship improved		
Country	Palestine		
Region	Gaza Strip		
Date Programme document signed	15 September 2014		
Programme dates	Start	Planned end	
riogiallille dates	15 September 2014	30 June 2022	
Programme budget	US\$ 17,191,142, as per Revised Budge	t No. 1	
Programme expenditure at the time of evaluation	US\$ 14,097,104.63		
Funding source	Education Above All Foundation – Qata	r	
Implementing party <sup>2</sup>	United Nations Development Programm	ne	

<sup>&</sup>lt;sup>2</sup> It is the entity that has overall responsibility for implementation of the programme (award), effective use of resources and delivery of outputs in the signed project document and workplan.

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

#### 1. Background and Context:

The situation facing Palestinians living in the State of Palestine is one of continued occupation and protracted crisis, entailing socioeconomic, political, institutional, and humanitarian consequences. The situation has deteriorated noticeably in the past fourteen years. This deterioration was a result of several factors prompted by a highly complex political situation, successive military operations, and continuous border closures. The economic situation is characterized by extremely high poverty rates, with 80%<sup>3</sup> of the population in the Gaza Strip dependent on international aid. The livelihood of the Palestinian families has been exacerbated since the eruption of the COVID-19 pandemic that hardly affected the fragile economy. The multiple lockdowns and the last aggression on the Gaza Strip in May 2021 slowed down the economic growth, creation of new jobs and deprived setting up new economic opportunities.

The Palestinian population in both Gaza Strip and West Bank is young, composed of 40.2% of 18 to 29 years old, which is equivalent to about 1.24 million people by the end of 2024. Youth in the Gaza Strip are among the most vulnerable strata of the population, in terms of both personal and professional development, with rates of unemployment reaching as high as 67.5%.

The Gaza Strip continues to suffer from a serious poverty crisis, which leads to having fewer resources for Palestinian families to spend on the education of their children. The cost of higher education and the link with household poverty is evident. With the worsening economic conditions, increasing poverty and decreasing governmental allocations to the education sector, many families find themselves simply unable to afford the cost of tertiary education.

During the 2008-2009 assault on Gaza, a school was under fire resulting in tens of causalities. Following this, a campaign was launched by Her Highness Sheikha Moza Bint Nasser who showed commitment to defending the right to education in areas of conflict and viewing education as a crucial building block in helping societies recover from hostilities. In partnership with UNDP, Sheikha Moza launched Al Fakhoora in 2009 to provide educational opportunities to students in Gaza. Al Fakhoora has a scholarship programme that supports university students to pursue higher education. The Programme has expanded to six new regions to support Palestinians in the West Bank, and Syrian IDPs and refugees in Syria, Turkey, Lebanon, Jordan, and Iraq.

Where the UNDP has been implementing a poverty reduction modality that focused on alleviating socio-economic challenges of the hard-hit Palesitanin in Gaza, with severe poverty, the UNDP integrated the scholarship programme, as a part of its family- centered approach, to enable the poor families' adults to have access to higher education and consequently get decent jobs to help their families. Over 12 years the Programme has evolved to serve quality education, economic empowerment, gender equality that consequently led to poverty reduction and communities resilience.

Structural constraints have continued over the past years, making Al Fakhoora Scholarship Programme a critical contribution to the promotion of human capital in the Gaza Strip, responding not only to immediate needs for relief

https://reliefweb.int/report/occupied-palestinian-territory/echo-factsheet-palestine-last-updated-17112020

<sup>4</sup> Palestinian Central Bureau of Statistics (PCBS) 2020.

<sup>5</sup> Palestinian Central Bureau of Statistics (PCBS) labour force survey, Q3 2021

<sup>&</sup>quot;https://www.pcbs.gov.ps/site/512/default.aspx?lang=en&ItemID=4046"

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

but also paving the way for development perspectives for the Gaza Strip and the State of Palestine. In this perspective, the programme has continued to provide a comprehensive combination of services to ensure the development of students, while also bridging the gap between the graduates' skills and the needs of the labour market.

Al Fakhoora Programme is directly linked to the Sustainable Development Goal (SDG) 4 - Quality Education, which is having the objective of ensuring inclusive and equitable quality education and promoting lifelong learning opportunities for all.<sup>6</sup> While education is the foundation, Al Fakhoora components also underpin eight other SDGs namely, SDG 1 - No Poverty, SDG 3 - Good Health and Wellbeing, SDG 5 - Gender Equality, SDG 8 - Decent Work and Economic Growth, SDG 10 - Reduced inequalities, SDG 11 - Sustainable cities and communities, SDG 16 - Peace and Justice and Strong Institutions, and finally SDG 14 - Partnerships for the Goals.

Within the context of Palestine, the programme is directly linked to two National Priorities under Pillar 3 - Sustainable Development: 1) National Priority 6 – Economic independence and 2) National Priority 10 – Resilient communities. In parallel, the project links directly to several outputs under the United Nations Development Assistance Framework (UNDAF) in Palestine namely, output 3.2: Palestinians have greater access to decent productive jobs, output 4.1: More Palestinians, especially the most vulnerable, benefit from safe, inclusive, equitable and quality services and output 4.2: All Palestinians, especially the most vulnerable, have greater access to a unified, integrated, and shock responsive protection and social protection systems.

Gender equality and women empowerment is a core value of the Programme, where its operational guidelines include an objective of a selection balance of 50% between men and women. Moreover, the programme identified a 5% quota for People with disabilities.

# 2. **Programme Introduction:**

Al Fakhoora Scholarship and the Dynamic Futures Programme II' is a model of cooperation between the United Nations Development Programme/ Programme of Assistance to the Palestinian People and Al Fakhoora, a Programme of Education Above All Foundation, State of Qatar that addresses livelihood and income challenges that hinder students' attendance at school and university. As the implementing agency, UNDP is collaborating with local civic society organizations from Gaza as Save Youth Futures Society, Al Nayzak Organization, Maan Development Center, GGateway and Youth Vision Society.

The programme supports a cadre of civic-minded students to become community, business, and national leaders of the future, providing a generation of marginalized youth with access to quality education and the opportunity to break the cycle of poverty. The programme targets Palestinian post-secondary students of underserved backgrounds who have outstanding academic performance and high leadership potential. The programme was launched in the Gaza Strip following the 2009 hostilities that exacerbated an already dire socio-economic situation, and further weakened access to quality education, particularly for the youth who are struggling to find sustainable jobs in the local market.

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<sup>&</sup>lt;sup>6</sup> The Sustainable Development Goals, SDG 4

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

Phase I of the programme was implemented from 2009 up to 2018 with co-funding from the Islamic Development Bank and the Office of Her Highness Sheikha Moza bint Nasser, State of Qatar. Phase II, which is the focus of this evaluation, was initiated in 2014 with funding from the EAA Foundation with a total of US\$ 17,191,142.

### Scope of Work

The programme is a comprehensive, multifaceted intervention, which integrates the following main components 1) access to quality education, 2) skills and personal development, 3) civic engagement, 4) successful transition to the labour market. The components have been formulated into four programme outputs expected to lead to three short-term immediate outcomes as illustrated below:

#### **Ultimate Outcome** (UO):

 Establishment of a cadre of Palestinian youth from underserved backgrounds empowered economically and socially by quality academic programmes, capacity development, and support systems, making meaningful contributions as civic leaders in their communities and globally.

#### **Intermediate Outcomes**

- Intermediate Outcome 1: Disadvantaged Palestinian youth benefitting from enhanced post-secondary opportunities and support mechanisms.
- Intermediate Outcome 2: Disadvantaged Palestinian youth demonstrating empathy, engagement, and civic leadership in their respective communities and sectors of activity.
- Intermediate Outcome 3: Al Fakhoora Dynamic Futures Programme established as a model of excellence for enhancing opportunities for underserved youth to reach their potential.

### **Outputs:**

- Output 1: Enhanced access to and successful participation in enhanced post-secondary opportunities not otherwise available to targeted youth
  - Includes activities providing scholarships for students covering tuition fee of post-secondary educational programmes, books, tools and stationery as well as transportation costs for the duration of the academic programme.
- Output 2: Targeted youth effectively supported and empowered to achieve their academic potential.
  - Includes activities supporting the individual student in reaching hers/his full potential through educational as well as psychosocial advice and support and skills enhancement.
- Output 3: Targeted youth demonstrating civic leadership through youth led activities in their communities and internationally.
  - o Includes a multi-stage skills development training designed to empower students to become highly skilled and fully prepared civic leaders enable to engage productively in and contribute to their communities and beyond. The curriculum captures four main categories of student learning: Academic Skills (SLOs), Global Achievement Gap (GAG) Skills<sup>7</sup>, Social Emotional Learning (SEL)<sup>8</sup>, and Professional Development Skills (PDS). In 2021, the Qatar Connection were additionally

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<sup>&</sup>lt;sup>7</sup> https://www.gse.harvard.edu/news/08/08/global-achievement-gap

<sup>8</sup> https://bit.ly/3M8ecTU

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

launched under this output. The Qatar Connection is a platform initiated by EAA striving to connect scholarship recipients across the MENA Region and beyond. Through the provision of various activities, internships, and exchange opportunities provided by partnering Qatari stakeholder, the Al Fakhoora scholars have opportunities to develop a diverse range of life skills whilst expanding their personal and professional network.

- Output 4: Educational opportunities for targeted youth effectively linked to economic productivity.
  - Includes post-graduation activities such as internship opportunities, E-work training to promote freelance job opportunities as well as an alumni network to maintain contact and continuation of the collective support.

The results framework was redesigned in March 2019. In addition, several activities which took place in 2020 were changed to online modalities with the aim of addressing changes in the external environment influenced by the outbreak of the global pandemic. For instance, skills enhancement through e-learning, individual and group coaching sessions over zoom, online 'Iftar Ramdan,' etc.

Since the initiation of phase II, the programme has evolved in terms of programmatic design constituting multifaced strategic interventions to support students and alumni across several technical areas. The main achievements of the programme's phase II up to December 2021 are as follows:

### **Output 1: Access to Quality Higher Education:**

- Achievements: A total number of 659 (337F / 322M) scholarships have been awarded out of the budgeted target of 630 (265 students contracted in 2015, 265 students contracted in 2016, 100 students, as well as 1 replacement, were contracted in 2017 and 28 replacement students were contracted in 2018). Out of the total scholarship, the programme awarded 18 (11F / 7M) scholarships for People with Disability. Currently, the number of undergraduates who are supported by the programme stands at a total of 623 (659 awarded and 36 (13F / 23M) left the programme) domestic undergraduate students. It is worth noting that the original target is 630 students, however, due to some student withdrawals, the programme was able to use their remaining budget to offer scholarships to replacements. Hence, this increased the number of the target to 659 scholars.
- The total scholarships awarded during phase II were 659. Out of these 7 (1F / 6M) are still enrolled and expected to finish by May 2022), 36 were incomplete (i.e., withdrew from the programme) and 616 already graduated. Scholarships were awarded based on academic performance, vulnerability context, and leadership potential.

# **Output 2: Student Services:**

- The programme continued to provide complementary educational training in the English language through the AMIDEAST and Oxford training centres as well as seminars in Al Fakhoora House. A total number of 616 (322F / 294M) students participated in 46,143 English training hours. Besides, cumulatively, a number of 627 (328F / 299M) students participated in 25,146 computer skills training hours.
- The programme has intensively worked on Post Traumatic Stress Disorders in the aftermath of several waves
  of hostilities in Gaza. The programme closed and solved cases of a total of 234 (79F / 155M) identified as
  having different levels of psychological issues.
- The programme supported three major events, as part of the non-curricular activities. These activities include:

  1) Ramadan IFTAR: each year during the month of Ramadan, the programme provides a non-academic non-

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

formal gathering for all students to have IFTAR together. 2) Sports Activity (Al Fakhoora Carnival): the programme provided opportunities for all students (males and females) to participate in a variety of physical activities. 3) Recreational Activity: The programme provides one recreational activity each year for all students, yet during 2020 and 2021 the programme did not organize gatherings due to Covid-19 risks.

### **Output 3: Leadership Development**

- Since the start of the programme, the programme achieved the following:
  - o 650 (334F / 316M) students finalised the course on fundamental skills and qualities of civic leadership.
  - o 619 (325F / 294M) students finalised the course on the art of dialogue and facilitation.
  - o 336 (169F / 167M) students started the course on activating civic leadership and shaping communities.
  - 125 (74F / 51M) students participated in Inspire Conference 2019 and 2020.
  - 534 (278F / 256M) students participated at least in one activity of the students' clubs.
  - Through Qatar Connection, scholars from Gaza participated in several webinars, conferences in Qatar, such as Wise Summit 2021, the General Amazing Festival and in-person training with Al Jazeera Institution under the theme 'Mobile Journalism.' 40 students participated in at least one activity of Qatar Connection.

#### **Output 4: Economic Empowerment**

- The programme delivered a comprehensive package of internships to its graduates, aiming at bridging the gap between their education and the needs of the labour market.
- 224 employers were engaged in hosting Al Fakhoora interns since the start of the programme.
- Since the start of the programme, the following has been accomplished:
  - 458 (244F / 214M) graduates participated in different activities related to professional training.
  - o 458 (244F / 214M) graduates participated in the internship opportunities.
  - 92 (49F / 43M) graduates participated in technical training (Apex) and 36 of them moved to the hosting phase.
  - o 318 (179F / 139M) Alumni participated in Alumni Network Activities.

# 3. Evaluation purpose, scope, and objectives

The main objective of this assignment is to assess the performance of the programme and to measure to what extent the expected desired results have been achieved or are likely to be achieved in the short, medium, and long term.

The evaluation is expected to assess the performance of Al Fakhoora Scholarship and Empowerment Programme, identify best practices, lessons learned, and provide practical recommendations for UNDP and relevant stakeholders' future interventions.

The evaluation will be conducted at a critical time allowing assessment of phase II of Al Fakhoora programme over a period of eight years (2014- 2022).

The objectives of the evaluation are expected to provide information on the following:

To what degree have the programme's phase II<sup>9</sup> objectives been attained over time?

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<sup>&</sup>lt;sup>9</sup> From now on referred to as the programme

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



#### RFQ-PAL-0000184424

- To what extent are the beneficiaries in an improved socio-economic status as a result of the 4 outputs' interventions and the overall support of the programme (under Access to Higher Education, Student Services, Economic Empowerment, and Leadership Development)?
- To what extent have the programme's multi-dimensional interventions (education, employment, civic leadership) been an effective approach?
- Was the programme implemented with the best cost-effective approach?
- To what extent did establishing the Al Fakhoora house contributed to the effectiveness of the programme and sustainability of the results?
- Are there any areas UNDP should consider adjustments of for future similar interventions to strengthen the likely impact (e.g., design, management structure, implementation strategy and approached, connection between the different components, etc.)?
- Are there lessons learned or good practices, which UNDP should consider in future design of similar interventions?
- To what extent is the programme and its applied approaches of each of the four outputs clearly linked and contribute to future key priorities in Gaza and EAA?
- To what extent has the programme been gender-sensitive and contributed to women's empowerment and/or gender equality and people with disability?

### Geographical area:

The beneficiaries of the programme are distributed among nine universities across the five governorates of the Gaza Strip: North Gaza, Gaza City, Middle Gaza, Khan Younis and Rafah. The Programme considered fair selection percentage across targeted areas based on the population density per governorates. Each beneficiary was awarded a standard package of services, but due to the different locations was the awarded transportation cost a flexible variable, which took into account residence location and distance to the respective university. It is therefore also important that the evaluators consider geographical-based sampling.

### Target Group:

The young women and men who received scholarship and support through the project. Includes students who are currently enrolled in a scholarship, has finalized his/ her studies or withdrew from the programme.

#### **Evaluation Scope:**

The Programme has four main outputs as mentioned above. The evaluation is expected to cover all project outputs.

### 4. Evaluation criteria and key guiding questions

This section proposes the questions that, when answered, will give UNDP and its partners the information they jointly seek in order to make decisions, take action and/ or add to knowledge.

The evaluation should be conducted according to the six Organization for Economic Co-operation and Development (OECD)- Development Assistance Committee (DAC) criteria (relevance, coherence, effectiveness, efficiency, likely impact and likely sustainability). Each criterion is a different lens or perspective through which the programme can be viewed. Together, they provide a more comprehensive picture of the Programme, the process of implementation, and the results.

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



#### RFQ-PAL-0000184424

The criteria play a normative role. Together they describe the desired attributes of the programme: All outputs under the programme should be relevant to the context, coherent with other interventions, achieve their objectives, deliver results in an efficient way, and have positive impacts that last. In tandem, the evaluation shall cover the full scope of the programme and the sub-components described in the background section above, including factors related to its design, management arrangements and implementation modalities, in addition to results and achievements.

The evaluation questions to be developed for this assignment will define the information that the evaluation will generate. The below table presents suggested evaluation questions. These guiding evaluation questions will be further refined by the successful evaluation team and agreed upon with the UNDP Evaluation Manager and reference group. The final questions and their specific indicators will be included in the evaluation's inception report<sup>10</sup> and each evaluation criteria needs to include 1) all four components of the programme<sup>11</sup> and 2) at least one gender-sensitive evaluation question.

Evaluation Criteria and Definition	Suggested Evaluation Questions
Relevance The extent to which the objectives of the programme are consistent with beneficiaries' requirements, country needs, global priorities and partners' and donors' policies.	<ul> <li>To what extent is the programme in line with the national development priorities, the Country programme's outputs and outcomes, the UNDP Strategic Plan and the SDGs?</li> <li>To what extent has integration of relevant human rights and gender sensitive approaches/considerations, including people with disabilities, been applied across the different outputs to address the needs of specific target groups?</li> <li>To what extent has the programme's activities and approaches been relevant towards addressing the gap between students' skills and the labour market's demands?</li> <li>To what extent has the programme's focus on developing community leaders been relevant to provide positive change in local communities?</li> <li>To what extent has the re-design of activities been relevant for Gaza's socio-economic response to the COVID-19 Pandemic? Why/ Why not?</li> <li>To what extent has the programme been able to address the actual needs of the beneficiaries?</li> </ul>
Coherence To what extent is this intervention coherent with UNDP and other actors'	<ul> <li>To what extent is the programme coherent with UNDP, EAA and other actors' interventions within the educational-employment nexus? This includes complementarity, harmonisation and coordination with others which is adding value in the larger ecosystem while avoiding duplication of effort.</li> </ul>

<sup>&</sup>lt;sup>10</sup> Please see Annex 6 – Inception Report Template

<sup>&</sup>lt;sup>11</sup> Kindly see annex 1 for the Programme's results framework presenting the four components and their specific performance objective.

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



education-employment nexus?	
	actors' interventions to promote human rights, gender equality,
	including People with Disabilities, within the education-employment
	nexus?
Effectiveness:	<ul> <li>To what extent have the expected results of the programme's outputs</li> </ul>
Extent to which the objective	been achieved?
of the programmes' outputs	• In which areas does the Programme have the greatest achievements?
have been achieved, or are	Why and what have been the supporting factors? How can UNDP build
expected to be achieved,	on or expand these achievements?
taking into account their	• In which areas does the Programme have the fewest achievements?
relative importance.	Why and what have been the constraining factors? How could or can
	they be overcome?
	<ul> <li>To what extent and how has the programme's partnership strategy</li> </ul>
	been appropriate and effective to achieve the desired results?
	• To what extent has the integration of gender sensitivity, including
	People with Disabilities, and human rights considerations contributed
	positively to the achievements of results?
Efficiency:	<ul> <li>Has the programme delivered its expected results, including budget</li> </ul>
Measure of how the	allocation and cost-efficiency of activities? And in case of
programme's economically	challenges/issues, has the programme been able to solve these in an
resources/inputs (funds,	efficient way?
expertise, time, etc.) were	<ul> <li>To what extent has there been an economic use of financial and human</li> </ul>
converted to results.	resources? Have resources (funds, human resources, time, expertise,
	etc.) been allocated strategically to achieve the desired results?
	• Are there any significant differences in the level of efficiency among the
	different outputs? In case yes, what are the main factors influencing
	this?
	• To what extent has the M&E system and approaches utilized within the
	programme been contributing to effective and efficient programme
	management (e.g., solve challenges, collect information on progress,
	adjust approaches based on lessons learned, etc.)?
	<ul> <li>To what extent has the allocation and use of resources on target groups</li> </ul>
	considered the need to prioritize certain groups, who are especially
	marginalized and/or discriminated against (e.g., male vs. female
	students, crisis-affected students, PwDs, etc.)?
	• Are there alternative approaches, which could be implemented for a
	modest investment and enhance the integration of human rights and/or
	gender equality in similar future interventions?

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

#### Likely impact:

Positive and negative, primary and secondary long-term effects produced by the programme, directly or indirectly, intended or unintended.

- To what extent has the programme been able to empower Palestinian youth from underserved backgrounds economically and socially through the different outputs and their activities?
- What are the likely effects of the intervention on the target groups' lives? Are there early signs that the intervention will have a positive impact on the former students' future in terms of job opportunities, economic independence, social behaviour towards others, and/ or other aspects? Has the programme impacted its target groups differently e.g., women, men, PwDs? If yes, how?
- How likely is it that the interventions will have a positive impact on relevant stakeholders' ability to provide education bridging the gap between students' skills and the labour market?
- Are there any early signs of positive influence from former students in local communities?
- To what extent are there early signs of a positive impact of the interventions towards breaking traditional gender structures?

# **Likely sustainability:**

Continuation of benefits from the programme's interventions after major development assistance has been completed. The probability of continued longterm benefits. The resilience to risk of the net benefit flows over time.

- To what extent is it likely that the achievements of the programme can sustain after end support? What are the main factors influencing this (negative and positive)?
- What could be done to strengthen the programme's exit strategy and the possibility of sustaining Al Fakhoora Academic Programme beyond the current involvement of UNDP and EAA?
- To what extent has the programme been able to establish a cadre of Palestinian youth making meaningful contributions as civic leaders in their communities and globally? And to what extent will these youth leaders be able to sustain and/ or scale up the programme's achievements?

# 5. Methodology

The final evaluation should utilize a participatory and interactive approach using a mixed method of data collection. Hence, the lead evaluator and the evaluation team are expected to follow a participatory and consultative approach that ensures close engagement with the evaluation managers, implementing partners and direct beneficiaries. In case travel and movement restrictions will be reinforced, UNDP will strongly encourage the use of virtual tools such as phone interviews and phone surveys, virtual Focus Group Discussions (FGDs) and online and SMS-based surveys, among others, in case of critical COVID-19 periods.

The evaluators shall undertake the evaluation of the programme Phase II taking into consideration the following methodology separately and in parallel.

It is not expected that the evaluators can review all the knowledge products and documentation produced by the programme (phase I and II) since its inception, nor will it be possible to interview all stakeholders and beneficiaries. However, the evaluation is expected to include a representative random sample of the beneficiaries to ensure generalization of the key findings.

The data collection will employ a mixed quantitative/ qualitative methodology, collecting a sufficient variety

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

of types of data from a sufficient range of sources. Data will be obtained primarily from UNDP's Al Fakhoora Programme Management Unit, the beneficiaries, and relevant stakeholders. If necessary, UNDP-Dynamic Futures will provide support in the field data collection process.

The data collection should follow the principles of 'do no harm' to ensure the safety of the beneficiaries, stakeholders as well as the evaluation team. In line with the UNDP's gender mainstreaming strategy, it is required by the evaluators to ensure gender and age disaggregation of all data collected to the extent possible and assessed against the programme's outputs.

The final methodological approach – including interview scheduling, field visits and data to be used in the evaluation, should be clearly outlined in the inception report and include a presentation on how to ensure a representative sample size. The content of the inception report will be fully discussed and agreed upon between UNDP and the lead evaluator in consultation with the evaluation's reference group.

# Minimum requirements for data collection (bidders are encouraged to add more and detail the methodology):

- Survey based on a representative sample of the target population (i.e., targeted Palestinian youth in Gaza): The total sample size will be determined by using 95% confidence interval and 5% of margin of error. Based on the characteristics of the student group, it is recommended that the sample has roughly proportional representation based on the following variables: phase; gender; and implementing partners. A minimum response rate of 30% of the total population group is required. Given that the programme's alumni students have longer-term experiences in the programme, as well as experiences with how the support is translated into higher-level results (impacts) following their studies, this group is particularly of interest. In addition, since the evaluation aims to provide insight into the programme implementation that might help to strengthen similar future interventions, the subset of students who were dismissed or apologized are also of particularly high interest. The evaluator is expected to develop the survey according to the evaluation questions in the evaluation matrix. The surveys can include both closed questions, Likert-style survey items, as well as openended questions permitting broader response alternatives. As a minimum, all data presented should be disaggregated by age and gender and the analysis of achievements and results under each of the four outputs should be supported by evidence from the collected data.
- **Focus Group Discussions** with current students and alumni, who attended different activities e.g., a group of students that received 1) tuition support 2) students services 3) leadership activities 4) internships 5) e-work training) and 6) current enrolled students in addition to administrative staff. The objective of the FGDs is to discuss specific programme topics in greater depth through a platform stimulating new ideas and reflections. The FGDs will be moderated and facilitated by the evaluator to guide the discussion properly and ensure it is covering relevant questions as stated in the evaluation matrix.
- Individual interviews with UNDP's Programme Management Unit, Implementing Partners namely the three main partners: Save Youth Futures Society (SYFS), Al Nayzak Organization for Supportive Education & Scientific Innovation (Al Nayzak), Maan Development Center (Maan), and the donor. The in-depth interviews will take place either face-to-face, if possible, or alternatively through online communication tools or phone. They will be in the form of a "directed conversation", which, unlike the closed structure of a survey questionnaire, is designed to be open-ended and allow for flexibility in

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

responses from participants, as well as exploratory probing from the evaluation team in order to probe key areas of interest.

- **Site visits:** At least one site visit should be conducted to Al Fakhoora House, which is based in Gaza City. Al Fakhoora House is a hub for the provision of services under different outputs, where essential staff of the implementing partners are based, carrying out harmonized efforts to support students. The House is used to deliver academically counselling, workshops and training venues at the same time as being a gathering point for beneficiaries from different universities and geographical areas. The House is therefore also hosting a student's clubs. As the House are also functioning as the programme's archive it is a crucial site to visit for the evaluators. The evaluators can visit and meet with the beneficiaries to obtain observational data.
- The additional descriptive data will include programme progress and narrative reports, as well as previous collected primary data and assessments. In addition to financial reports needed for the funding data analysis that will be conducted. The evaluation team will therefore be required to review a wide range of documentation, reports (programme document, theory of change and results in framework, activity designs, Labour force engagement done by PCBS quarterly, semi-annual and annual), relevant literature as higher education in conflict. Additional documents relevant for the evaluation will be provided by UNDP and the evaluator is welcome to suggest other literature to be added.

<u>Data Analysis</u> Evidence obtained and used to assess the results of UNDP's support should be triangulated from a variety of sources enabled through the mixed method approach. This includes verifiable data on programme indicators, existing reports, assessments and technical papers, beneficiaries' interviews, stakeholder interviews, FGDs, surveys, and site visits. The analysis should include a gaps analysis of the educational and economic sector in Gaza, which UNDP's contribution and likely impact should be hold up against.

**Gender and Human Rights-based Approach:** As part of the requirement, the evaluation must include an assessment of the extent to which the design, implementation, and results of the programme have incorporated a gender equality perspective and rights-based approach. The evaluators are requested to review UNEG's Guidance in Integrating Human Rights and Gender Equality in Evaluation during the inception phase. In addition, the evaluation must focus on expected and achieved gender accomplishments, critically examining the presumed causal chains, processes, and attainment of results, as well as the contextual factors that enhanced or impeded the achievement of results

In addition, the methodology used in the final evaluation, including data collection and analysis methods should be human rights and gender-sensitive to the greatest extent possible, with evaluation data and findings disaggregated by sex, ethnicity, age, etc. Detailed analysis of disaggregated data will be undertaken as part of the final evaluation. Findings shall be consolidated to create recommendations and identify lessons learned which can enhance UNDP's overall gender-responsive and rights-based approach in its programming.

**Consultations with Programme Management:** The evaluation team will regularly communicate with UNDP's Evaluation Manager and reference Group, share information and provide status updates on the evaluation process, as well as obtain additional information and clarification from UNDP throughout the evaluation process. These consultations will help to ensure that the evaluation process is as participatory and

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

transparent as possible. It will also support the development of joint strategies to address any arising issues, while enabling the team to verify findings throughout the evaluation.

# **Accessibility to Beneficiaries and Partners**

UNDP will provide the lead evaluator with contact details of and/or direct access to beneficiaries, partners and stakeholders, and the evaluators are expected to:

- Inform interviewees in advance of the evaluation with clear purpose and overview of the evaluation, evaluation team and interview expectations. This will also save time during interviews.
- Ensure and explain the principle of full anonymity of all interviews.
- Share a list of questions with interviewees in advance to speed up the process and facilitate interviewee preparation.
- In case remote and virtual data collection is necessary: Consult with the interviewee on which virtual tool the interviewee is more comfortable with (Zoom, Skype, telephone etc.).

Table 2 - List of stakeholders & implementing partners			
Institution	Role		
Education Above All Representative (EAA)	Donor		
Save Youth Future Society (SYFS)	Local implementing partner of implementing the Quality Education and Student Services. with direct relationships with the universities and the students.		
Al Nayzak for Supportive Education and Scientific Innovation	Local implementing partner for implementing the civic leadership interventions.		
Ma'an Development Center	Local implementing partner for implementing the internship and alumni interventions.		
Youth Vision Society	Local implementing partner for the psychosocial support interventions		
GGateway's for Outsourcing Information Technology	Local implementing partner for the e-work interventions.		
The Palestinian Central Bureau of Statistics	Service Provider for assessing the labour market engagement of Al Fakhoora Alumni.		
Programme Technical Committee	Discuss students' academic performance and take decisions based on the policies and regulations of the programme.		
AMIDEAST	Service Provider for English Language classes.		
EDAD for Consultancy	Service Provider for the first level of the civic leadership training.		

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

#### **COVID-19 Considerations**

Implementing evaluations during the COVID-19 crises have previously required careful consideration to planning the implementation of evaluations remotely (virtually), through remote data collection and the remote interviewing of stakeholders. At the current moment, the COVID-19 situation in Palestine does not influence an on-the-ground evaluation. However, in case the situation changes, and travel and movement restrictions will be reenforced, the following shall be taken into account:

- The evaluation team should develop an alternative methodology where the evaluation is conducted virtually and remotely, including the use of remote interview methods and extended desk reviews, data analysis, surveys and evaluation questionnaires. This should be detailed in the Inception report and agreed with the Evaluation Manager.
- If all or part of the evaluation is to be carried out virtually then consideration should be taken for stakeholder availability, ability or willingness to be interviewed remotely. In addition, their accessibility to the internet/ computer may be an issue as many national counterparts may be working from home. These limitations must be reflected in the evaluation report.
- If a data collection/field mission is not possible then remote interviews may be undertaken through telephone or online (Skype, zoom etc.). International consultants can work remotely with national evaluator support in the field if it is safe for them to operate and travel. No stakeholders, consultants or UNDP staff should be put in harm and safety is the key priority.
- A short validation mission may be considered if it is confirmed to be safe for staff, consultants, and stakeholders and if such a mission is possible within the evaluation schedule. Equally, qualified and independent national consultants can be hired to undertake the evaluation and interviews in country as long as it is safe to do so.

### 6. Evaluation products (deliverables)

The evaluator shall deliver the following deliverables (in the English language). All primary data collected whether soft copy or a hard copy must be submitted to UNDP.

The evaluator is expected to deliver the following:

- **Evaluation inception report (15 pages, excl. evaluation matrix).** The inception report should be carried out the following and based on preliminary discussions with UNDP after the desk review and should be produced before the evaluation starts (before any formal evaluation interviews, survey distribution or field visits) and prior to the country visit in the case of international evaluators.
- **Evaluation debriefings.** Immediately following the data collection, present the main findings to UNDP for comments and clarifications.
- **Draft evaluation report (40-50 pages).** <sup>12</sup> The UNDP Evaluation Manager and the evaluation reference group will review the draft evaluation report and provide an amalgamated set of comments to the evaluator within an agreed period, addressing the content required (as agreed in the TOR and inception report) and quality criteria as outlined in these guidelines.
- **Evaluation report audit trail.** Comments and changes by the evaluator in response to the draft report should be retained by the evaluator to show how they have addressed comments.
- Final evaluation report.
- Presentations to stakeholders and the evaluation reference group.

<sup>&</sup>lt;sup>12</sup> A length of 40 to 60 pages including executive summary is suggested.

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

 Evaluation brief and other knowledge products or participation in knowledge-sharing events, if relevant.

The evaluator should follow UNDP Standard templates for <u>inception report</u> and <u>evaluation report</u>
The evaluator will need to consider all the quality criteria required as per the <u>UNDP evaluation guidelines</u> and the <u>UNEG Quality checklist for evaluation reports</u>.

# 7. Evaluation team composition and required competencies

UNDP is seeking a suitable consultancy firm (from now on referred to as the 'company') expertized within conducting evaluations of development projects/programme and have a track record of at least 3 similar evaluations/assessments (preferably regionally or in Palestine) within the last 5 years. If requested, the firm shall be able to provide UNDP with the previously conducted assignments.

The firm is required to appoint an international lead evaluator expertized in high standards evaluations for higher education, youth, leadership programmes and economic empowerment programmes. The lead evaluator entrusted with the responsibility of conducting this evaluation should have proven international experience in conducting at least 2 similar evaluations (preferably regionally or in Palestine) within the last 5 years. If requested, the lead evaluator shall be able to provide UNDP with the previously conducted assignments.

The lead evaluator shall be responsible for carrying out and performing all the duties and responsibilities as defined and required in the pertinent sections of this TOR. However, to carry out this evaluation, the company is also expected to mobilise and appoint required specialized experts with records of technical and academic understanding of monitoring and evaluation as well as solid knowledge of the educational, and youth sector and system, especially within the context of the Gaza Strip. Hence, the company should formulate an evaluation team that includes evaluators jointly covering all the below-listed specified skills, competencies, and characteristics as minimum requirements for the team members (including the international lead evaluator). The listed number of team members required for carrying out the assignment is not fixed. Hence, the exact team composition is up to the individual bidder company, yet in tandem the team must include all the below-listed skill sets. Besides the evaluation team, the individual bidder company is requested to include in their technical and financial proposal a final language review by a professional English language editor.

The proposed international lead evaluator shall provide details on the management structures and implementation, describing how the evaluation team will be operating. Roles of the proposed evaluation team shall be detailed in the technical proposal showing each team member's roles and responsibilities in conducting the different evaluation activities. The evaluation company shall provide only one CV for each position, and all suggested members shall be approved by UNDP.

It is the right of UNDP to withdraw, at any time, any approval for members if found to be technically unsuitable, in which case the person or persons in question shall be replaced by others approved by UNDP. UNDP reserves the right to require the evaluation company, at any time, to change the formation of the staff to ensure the quality of the work.

The evaluation team should provide their own computers, communication equipment and personal protective equipment as needed.

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



#### RFQ-PAL-0000184424

The evaluation company shall provide all admin, logistics 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 evaluation team shall have a high managerial, analytical, evaluation, report writing and communication skills. Under the overall responsibility of the lead evaluator, the evaluators (leader and team) shall assume the responsibility for the assignment and liaison with and shall be available for consultation and attending meetings with UNDP and partners. They 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.

Code of conduct: each member of the evaluation team to read carefully, understand and sign the 'Code of Conduct for Evaluators in the United Nations system' and the Pledge of Ethical Conduct in Evaluation, which will be made available as an attachment to the evaluation report.

The Evaluation Team minimum key staff shall include, but not limited to, the following:

The Evaluation Team m	valuation Team minimum key staff shall include, but not limited to, the following:				
Expertise	# of	Positions in	Key Qualifications		
Expertise	Experts	the Team	Rey Qualifications		
Lead evaluator /	1	Team Leader	<ul> <li>Min. master's degree in Evaluation and Methodology,</li> </ul>		
Team Leader (Must			Social or Political Science, Development Studies,		
be International)			Science of Education or similar.		
			<ul> <li>Min. 5 years of professional experience in evaluating or</li> </ul>		
			working with scholarship/ access to quality education		
			and skilling programmes is required.		
			<ul> <li>Strong background in evaluating development projects</li> </ul>		
			or programmes and/ or civil society initiatives are		
			required.		
			<ul> <li>Conducted at least 2 similar evaluations within the last</li> </ul>		
			5 years.		
			<ul> <li>Sound knowledge of results-based management</li> </ul>		
			systems and monitoring and evaluation methodologies,		
			including experience in applying SMART indicators is		
			required.		
			<ul> <li>Experience in mixed-method data collection and</li> </ul>		
			analysis, including the development of data collection		
			tools and utilizing different software for analysis.		
			<ul> <li>Experience in developing results frameworks and</li> </ul>		
			evaluation matrix is an asset.		
			<ul> <li>Direct experience working with civil society is an asset.</li> </ul>		
			<ul> <li>Demonstrated ability and willingness to work with</li> </ul>		
			people of different cultural, ethnic and religious		
			backgrounds, different gender, and diverse political		
			views.		
			<ul> <li>Demonstrated ability to use critical thinking,</li> </ul>		
			conceptualize ideas, and articulate relevant subject		
			matter in a clear and concise way.		
			<ul> <li>Experience in implementing evaluations remotely</li> </ul>		
			would be an asset.		

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



Michael Education	4	Key Farsart	<ul> <li>Broad knowledge of socio-economic recovery and the economic development in Palestine, combined with good awareness of political implications is an assert.</li> <li>Proven accomplishment in undertaking evaluations for international development organizations will be an asset</li> <li>Ability to meet tight deadlines.</li> <li>Familiarity with UNDP Guidelines, Procedures, participatory monitoring approaches is an added advantage.</li> <li>High proficiency in English is required.</li> <li>Excellent report writing skills.</li> <li>Technical knowledge and experience in cross-cutting areas such equality, disability issues, rights-based approach, and capacity development.</li> <li>Ability to manage and supervise evaluation teams and ensure timely submission of quality evaluation reports.</li> </ul>
Higher Education Expertise	1	Key Expert	<ul> <li>Master's in Educational science or similar field;</li> <li>Min. 2 years of experience working within the scholarship and/or skilling preferably in the context of Palestine and more specifically Gaza Strip.</li> <li>Demonstrated knowledge of developing research studies, evaluations, policy papers, etc. within the educational sector.</li> <li>Demonstrated ability to use critical thinking, conceptualize ideas, and articulate relevant subject matter in a clear and concise way.</li> <li>Proficiency in English and Arabic is required.</li> <li>Proven experience with implementation and/ or conducting evaluations of development Programmes, ideally in the region and more specifically Palestine.</li> <li>Strong knowledge of Monitoring and Evaluation methods in development Programmes. Knowledge of UNDP's Results-Based Management approaches and practices is a strong assert.</li> <li>Proficiency in English is required.</li> <li>Proficiency in Arabic a strong assert.</li> </ul>
Leadership Development	1	Key Expert	<ul> <li>Master's in youth development, Leadership and Development, Community Engagement or similar field.</li> <li>At least 4 years of work experience in youth empowerment and civic engagement interventions. Preferably with international organizations.</li> <li>Familiarity with implementation and/or evaluation of capacity – building and professional skilling and leadership development programmes in developing countries.</li> </ul>

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

			Familiarity with institutional capacity building, Policy framework and institutional strengthening.  Proficiency in English is required.  Proficiency in Arabic a strong assert.		
Economic	1	Key Experts	Master's in Economics, Business Administration,		
Empowerment			Business Management, or similar field.		
Expert			<ul> <li>At least 4 years of experience business development and economic empowerment of marginalized groups including internships and e-work/ freelancing opportunities. Preferably with international organizations.</li> <li>At least 4 years of relevant experience in similar programmes and/or assignments.</li> <li>Familiarity with implementation and/or evaluation of professional skilling in developing countries.</li> <li>Familiarity with institutional capacity building, Policy framework and institutional strengthening.</li> <li>Proficiency in English is required.</li> <li>Proficiency in Arabic a strong assert.</li> </ul>		

It is preferable to have gender balance in the evaluation team.

Explicit statement of the evaluators independence from any organizations that have been involved in designing, executing, or advising any aspect of the intervention that is the subject of the evaluation should be provided. In addition to the aforementioned core expertise, the evaluator shall include a language editor for the review of the final evaluation report, in addition to possess enough administrative, logistical, and financial management capacity to ensure the availability of an administrative and financial support team.

#### 8. Evaluation ethics

This evaluation will be conducted in accordance with the principles outlined in the UNEG 'Ethical Guidelines for Evaluation'. The evaluator must safeguard the rights and confidentiality of information providers, interviewees and stakeholders through measures to ensure compliance with legal and other relevant codes governing collection of data and reporting on data. The evaluator must also ensure security of collected information before and after the evaluation and protocols to ensure anonymity and confidentiality of sources of information where that is expected. The information knowledge and data gathered in the evaluation process must also be solely used for the evaluation and not for other uses with the express authorization of UNDP and partners.

#### 9. Implementation arrangements

After an agreement has been signed with the successful evaluation company, the UNDP Evaluation Manager will invite the lead evaluator (incl. his/her evaluation team) for a kick-off meeting. The lead evaluator should submit the inception report based on the meeting and desk review within 5 calendar days after the conduction of the meeting.

After having agreed on the inception report the lead evaluator and team will undertake further desk review and data collection and prepare the first draft of the evaluation report, including lessons learned and recommendations.

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

In consultation with the evaluator and as requested, the UNDP Evaluation Manager and the Programme Management Unit will make available all relevant documentation and provide contact information to key programme beneficiaries and stakeholders and facilitate contact where needed. UNDP's Evaluation Manager in coordination with the Programme Management Unit will facilitate the evaluation process and assist the evaluator where relevant. The Programme Management Unit will also assist in organizing the site visits and meetings and help identify key stakeholders and/ or beneficiaries for interviews by the evaluator.

The lead evaluator will submit the draft evaluation report to UNDP for comments and finalize the report within 5 calendar days after receiving the feedback. The feedback to the evaluator lead will be provided in the audit trail. Comments and changes by the lead evaluator in response to the draft report should be retained by the lead evaluator to show how they have addressed comments. Additional review and adjustments might be needed depending on the quality of the submitted evaluation report.

The evaluator will be in direct contact with the Evaluation Manager assigned as overall responsible for the finalization of the report. In the review processes the Evaluation Manager will include Programme Management Unit and other members of the evaluation reference group for additional comments. Consultation will be conducted with relevant key stakeholders as well. The Evaluation Manager is in charge of consolidate all feedback before revised to the evaluator.

Below is an overview of relevant actors during the evaluation process:

#### **Evaluation Commissioner**

Is within UNDP/ PAPP the Special Representative of the Administration, who approve all decentralized evaluations being carried out. It is the evaluation commissioner who appoints this evaluation's Evaluation Manager.

The Evaluation Commissioner has the following overall responsibilities in this evaluation:

- Safeguard the independence of the evaluation exercise and ensure quality of evaluations.
- Appoints the Evaluation Manager.
- Approves the following before submitting to ERC: Final Terms of Reference, final Evaluation Report and the selected Management responses based in the evaluation's recommendations.

#### **Evaluation Manager**

Is the technical person from UNDP responsible for the oversight of the whole evaluation process, and is separated from the Programmes under evaluation. The Evaluation Manager has the following overall responsibilities in this evaluation: Lead the evaluation process and participate in all of its stages - evaluability assessment, preparation, implementation, management and the use of the evaluation.

- Safeguard the independence of evaluations.
- Organize the kick-off meeting to introduce the evaluators to the Programme Team and discuss the evaluation assignment.
- Liaise with the Programme Manager throughout the evaluation process.
- Circulate, review and approve the inception report, including the methodologies and evaluation matrix.
- Ensure that gender equality and women's empowerment and other cross-cutting issues are considered in the inception report, including a gender-responsive methodology.
- Circulate, review and comment on the draft evaluation report (according to the TOR and inception report);
- Ensure that gender equality and women's empowerment and other cross-cutting issues are considered in the draft evaluation report and ensure that all and respective evaluation questions are answered, and relevant data, disaggregated by sex, is presented, analyzed and interpreted.

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



#### RFQ-PAL-0000184424

- Collect and consolidate comments on the draft evaluation report in one feedback document (audit trail) and share with the evaluation team for finalization of the evaluation report.
- Review the final evaluation report to ensure compliance to the UNDP report template and quality assurance and seek final approval of the commissioner of the evaluation

# Programme Analyst / Programme Portfolio Manager

The Programme Analyst is the person within UNDP overall responsible for the programme under evaluation. The Programme Analyst has the following overall responsibilities in this evaluation:

- Ensure and safeguard the independence of evaluations
- Provide the Evaluation Manager with all required data (e.g., relevant monitoring data) and documentation (reports, minutes, reviews, studies, etc.), contacts/ stakeholder list etc. to be shared with the Evaluation Team;
- Provides the Evaluation Team access to stakeholders, donors, beneficiaries, and others relevant for the data collection.
- Provide comments and clarification on the TOR, inception report and draft evaluation reports.
- Respond to evaluation recommendations by providing management responses and key actions to all recommendations addressed to UNDP.
- Implement relevant key actions on evaluation recommendations

#### **Evaluation Reference Group**

The reference group is an advisory team composed by the relevant Programme Analyst, the Programme Manager, and EAA (Donor). They serve as a sounding board and are not decision makers. They also comment on draft ToRs, inception and draft reports before wider circulation.

#### **Independent Evaluators**

The Evaluation Team, separated from UNDP and the programme under evaluation, and who has been assigned to conduct the evaluation. The Evaluation Team has the following overall responsibilities in this evaluation:

- Fulfil the contractual arrangements under the TOR;
- Develop the evaluation inception report, including an evaluation matrix and a gender-responsive methodology, in line with the TOR, UNEG norms and standards and ethical guidelines
- Conduct data collection and field visits according to the TOR and inception report.
- Produce draft reports adhering to UNDP evaluation templates, and brief the Evaluation Manager and Programme Manager, as well as stakeholders when needed, on the progress, key findings, and recommendations.
- Consider gender equality and women's empowerment and other cross-cutting issues, check if all and respective evaluation questions are answered, and relevant data, disaggregated by sex, is presented, analyzed, and interpreted.
- Finalize the evaluation report, incorporating comments and questions from the feedback/ audit trail.

  Record own feedback in the audit trail.

# 10. <u>Time frame for the evaluation process</u>

This section lists and describes all tasks and deliverables for which the lead evaluator will be responsible and accountable, as well as those involving the commissioning office, indicating for each the due date or time frame (e.g., workplan, agreements, briefings, draft report, final report), as well as who is responsible for its completion. At a minimum, the time breakdown for the following activities should be included:

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



#### RFQ-PAL-0000184424

- Desk review.
- Briefings of evaluators.
- Finalizing the evaluation design and methods and preparing the detailed inception report.
- In-country data collection and analysis (visits to the field, interviews, questionnaires).
- Preparing the draft report.
- Stakeholder meeting and review of the draft report (for quality assurance).
- Incorporating comments and finalizing the evaluation report.

The evaluation shall be conducted for a period of 12 weeks, of which the evaluation team is active for 12 weeks with a total of 43 working days. The detailed final Evaluation methodology will be agreed upon as part of the consultation inception process by way of virtual communication with relevant UNDP representatives.

# Working day allocation and Schedule

ACTIVITY	ESTIMA TED # OF DAYS	DATE OF COMPLETION	PLACE	RESPONSIBLE PARTY
Phase One: Desk review and incep	tion repor	t		
Meeting briefing with UNDP (Evaluation Manager and Programme Team as needed)	-	At the time of contract signing	UNDP or remote	Evaluation Manager
Sharing of the relevant documentation with the evaluation team leader	-	At the time of contract signing	Via email	Programme Manager
Desk review, Evaluation design, methodology and updated work plan including the list of stakeholders to be interviewed	5 days	Within one week of contract signing	Home- based	Evaluation Team leader
Submission of the inception report (15 pages maximum)	-	Within one week of contract signing		Evaluation team leader
Comments and approval of inception report	-	Within one week of submission of the inception report		Evaluation Manager
Phase Two: Data-collection mission	n			
Consultations and field visits, in-depth interviews and focus groups	20 days	Within six weeks of contract signing	In-country With field visits	UNDP to organize with local Programme partners, Programme staff, local authorities, NGOs, etc.
Debriefing to UNDP and key stakeholders	1 day	Within seven weeks of contract signing	In-country	Evaluation team
Phase Three: Evaluation report wri	ting			
Preparation of draft evaluation report (50 pages maximum excluding annexes), executive summary (5 pages)	10 days	Within two weeks of the completion of the field mission	Home- based	Evaluation team leader
Draft report submission	-	Within two weeks of the completion of the field mission		Evaluation team leader
				Page <b>20</b> of <b>//2</b>

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



# RFQ-PAL-0000184424

Consolidated UNDP and stakeholder comments to the draft report	-	Within three weeks of submission of the draft evaluation report	UNDP	Evaluation Manager and evaluation reference group
Debriefing with UNDP	1 day	Within one week of receipt of comments	Remotely UNDP	UNDP, evaluation reference group, stakeholder, and evaluation team
Finalization of the evaluation report incorporating additions and comments provided by Evaluation Manager and reference group	6 days	Within one week of final debriefing	Home- based	Evaluation team leader and team
Submission of the final evaluation report to UNDP country office (50 pages maximum excluding executive summary and annexes)	-	Within one week of final debriefing	Home- based	Evaluation team leader
Estimated total days for the evaluation	43			

# 11. TOR annexes

Annex 1:	Intervention results framework
Annex 2:	Key stakeholders and partners
Annex 3:	Monitoring plans and indicators
Annex 4:	Assessments conducted in partnership with "PCBS"
Annex 5:	Evaluation matrix
Annex 6:	UNDP Inception report standard template
Annex 7:	UNDP Evaluation report standard template
Annex 8:	UNDP evaluation guidelines
Annex 9:	UNEG Quality check list for evaluation reports
Annex 10:	UNEG Ethical Guidelines for Evaluations

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

#### ToR - Annex 1 Al Fakhoora Results framework

Objective: To build, from among Palestinian postsecondary students of underserved backgrounds, a cadre of educated and trained leaders who are civic-minded, intellectually able, and professionally skilled to become the community, business, and national civic leaders of the future

Ultimate outcome: Establishment of a cadre of Palestinian youth from underserved backgrounds empowered economically and socially by quality academic programmes, capacity development, and support systems, making meaningful contributions as civic leaders in their communities and globally

Indicator UOa. Overall number of beneficiaries occupying civic positions in their communities, businesses, or other sectors

Indicator Uob. Evidence of sustainable initiatives in any sector launched by beneficiaries

Indicator Uoc. Overall number of students' fulfilling their basic needs without ongoing external support

Indicator UOd. Beneficiary satisfaction with the achievement of project objective

Indicator UOe. Evidence of effective programme institutionalization

Intermediate Outcome 1: Disadvantaged Palestinian youth benefitting from enhanced post-secondary opportunities and support mechanisms

- 1a. Beneficiary self-assessment of improved personnel empowerment (self-civic leadership, self-efficiency, employability,
- 1b. Substantive evidence of beneficiaries demonstrating personnel empowerment after involvement in the programme 1c. Number of scholarship recipients successfully graduated disaggregated by program type 1d. Stakeholders appraisal of programme effectiveness in
- academic empowerment (disaggregated by stakeholder group)
  1e. Evidence of Programme influence on local institutional or governmental policy for higher education access, quality, and/ or

1f. % retention rate of students in the programme

Intermediate Outcome 2: Disadvantaged Palestinian youth demonstrating empathy, engagement, and civic leadership in their respective communities and sectors of activity

- 2a. Proportion of alumni actively engaged in the civil society sector within 2 years of graduation (national / international)
- Number of meaningful new initiatives started by beneficiaries (businesses, NGO's, creative work, etc.) 2c. Beneficiaries self-assessment of improved civic leadership capacity and self-efficiency 2e. Evidence of Programme influence on local institutional or governmental policy for youth empowerment

Intermediate Outcome 3: Al Fakhoora Dynamic Futures Programme established as a model of excellence for enhancing opportunities for underserved youth to reach their potential

- 3a. Evidence of effective programme institutionalization 3b. Overall satisfaction level of programme stakeholders and beneficiaries
- 3c. Number of beneficiary applications received per scholarship programs 3d. Number of third party media references to programme (i.e. articles, news coverage, etc.) (disaggregated by type, location local international) and 3e. Cost efficiency: % of total budget spent on student's vs budget spent on management cost

#### **Quality Education**

mediate Outcome 1.1: Enhanced access to and successful participation in shanced post-secondary opportunities t otherwise available to targeted youth

1.1a. Number of scholarships awarded /being provided to students, disaggregated by type, gender, disability, orphans, 1.1b. Extent to which Programme selection criteria are met (disaggregated by

criterion) 1.1c. Proportion of students achieving success in their core academic (Disaggregated specialization, gender, disability, orphans, etc.) 1.1d. Improvement in academic performance students based on CGPA, disaggregated by gender, specialization, disability, orphans, 1.1e. Students satisfaction

specialization 1.1f. Number and influence of higher education policyinitiatives related (roundtables, workshops, papers) implemented

with educational experiences,

disaggregated by gender and

#### Student Services

Immediate Outcome 1.2: Targeted youth effectively supported and empowered to achieve their academic potential

1.2a. Total participation in complementary educational programs (B2S, English and ICDL) completed annually by students (disaggregate by

gender) Proportion 1.2b. beneficiaries aware of and accessing support services (Disaggregated by gender, specialization, disability, orphans, etc.)

1.2.c. % of beneficiary satisfaction with level and quality of support being provided

1.2d. Student selfassessment of improved capacity gains in academic skills and competence 1.2e. Number of student affairs policy-related initiatives (roundtables. workshops, implemented

#### Leadership Development

Immediate Outcome 2.1: Targeted youth demonstrating civic leadership through youth led activities in their communities and internationally

2.1a. % of students participating in the leadership development programme
2.1b. Total annual participation (person-hours) of students in civic leadership
development activities (disaggregated by type and gender)
2.1c. Number of beneficiaries participated in the Fundamental Skills and Qualities of

2.1.C. Number of beneficiaries participated in the Fundamental Skills and Qualities of Crivic Leadership course (Disaggraped by see, orphan and disability).
2.1.d. Number of beneficiaries who designed and implemented community initiatives.
2.1.e. Number of community initiatives implemented.
2.1.f. % of beneficiaries sufficiently satisfied with the Fundamental Skills and Qualities of Civic Leadership course (out of total beneficiaries participated in this course).

2.11. % of beneficiaries sufficiently satisfied with the Fundamental Skills and Qualities of Civic Leadership course (out of total beneficiaries participated in this course) (Disaggregated by sex, orphanage and disability)
2.16. Winnber of beneficiaries who have shown improvement in their knowledge and understanding of the skills and qualities of civic leadership
2.16. Number of beneficiaries who participated in the Art of Dialogue and Facilitation course (Disaggregated by sex, orphan and disability)
2.16. Number of beneficiaries who designed and implemented panel discussions
2.16. Winnber of panels designed and presented
2.16. % of beneficiaries sufficiently satisfied with the Art of Dialogue and Facilitation course (out of total beneficiaries participated in this activity) (Disaggregated by sex, orphanage and disability)
2.11. Number of beneficiaries participated in the Mentorship Community Specialization course (Disaggregated by sex, orphan and disability)
2.16. Number of beneficiaries participated in the Mentorship Community Specialization course (Disaggregated by sex, orphan and disability)
2.17. Number of beneficiaries sufficiently satisfied with the mentorship Community Specialization or Sex Conday audicence benefiting from the student's initiatives
2.16. Number of sex conday audicence benefiting from the student's initiatives
2.17. Number of beneficiaries sufficiently satisfied with the mentorship Community Specialization course (out of total beneficiaries participated in this activity) (Disaggregated by sex, orphanage and disability)

specialization course (out or foral beneficiaries participated in this activity). Disaggregated by sex, orphanage and disability).

2. Ir. 8 of students who have shown improvement in their knowledge and understanding in Community Specialization course.

2. 1s. Number of beneficiaries participated in the leadership conference "INSPIRE" (Disaggregated by sex, orphan and disability).

2. 1t. Number of non Fakhora beneficiaries participated in the leadership conference "INSPIRE" (DISAGGREGATE).

"INSPIRE" (Disaggregated by sex, orphan and disability)

2.1u. % of beneficiaries sufficiently satisfied with INSPIRE conference (Disaggregated)

by type of beneficiary, sex, orphanage and disability)

2.1w. Number of secondary audiences benefiting from INSPIRE conference

2.1w. Number of youth empowement policy-related initiatives (roundtables, workshops, papers) implemented

### Economic Empowerment

Immediate Outcome 2.2: Educational opportunities for targeted youth effectively linked to economic productivity

2.2a. Proportion of beneficiaries gainfull working in areas relevant to their field of study (disaggregated by gender, type of job and length of employment)

2.2b. Student self-assessment of employability,

disaggregated by year of study and gender 2.2c. Proportion of alumni (i) aware of and (ii) accessing career/ e-work support services or training (Disaggregated by gender, disability

2.2d. Number of graduates successfully participating in internships (Disaggregated by gender, disability, orphans)

2.2e. Proportion of alumni participating in alumni network activities 2.2f. Number of E-work opportunities provided

to graduates

2.2g. Unemployment rate among Gaza Youth

decreased 2.2h. % of alumni who have shown improvement in their level of technical

knowledge and skills after the technical

2.2i. Organization of a successful hackathon

event/competition attended
2.2j. Number of alumni applied the training in
real life through opening at least two accounts

on freelancing portals 2.2k. Number of online jobs and income value obtained by the project benefited freelancers through the freelancing platforms during mentorship and coaching

2.2l. Percentage of students show satisfaction on alumni network activities 2.2m. Number of economic empor

policy-related initiatives workshops, papers) implemented

**Quality Education Component** 

Activity Level Monitoring Information

Student Services Component

Activity Level Monitoring Information

Leadership Development Component Outputs

Activity Level Monitoring Information

Economic Empowerment Component Outputs

Activity Level Monitoring Information

Activity Level

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني

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RFQ-PAL-0000184424

### ToR - Annex 2 "List of stakeholders"

No.	Stakeholder	Role and numbers		
1.	Education Above All Representative (EAA)	Donor		
2.	Local higher education Institutions	Higher education Institutions (9 Institutions)		
3.	Save Youth Future Society (SYFS)	Local implementing partner		
4.	Al Nayzak for Supportive Education and Scientific	Local implementing partner		
	Innovation			
5.	Ma'an Development Center	Local implementing partner		
6.	Youth Vision Society	Local implementing partner		
7.	GGateway's for Outsourcing Information Technology	Local implementing partner		
8.	The Palestinian Central Bureau of Statistics	Service Provider		
9.	Programme Technical Committee	Technical Committee providing academic		
		performance review for the students.		
10.	AMIDEAST	Service Provider		
11.	EDAD for Consultancy	Service Provider		
12.	Other consultancy Institutions and contracting	Service Providers (up to 5)		
	companies			

# ToR - Annex 3 Performance Monitoring Framework

Kindly follow the link below

https://www.dropbox.com/s/vtn2itjtco35i32/DFII-%20M%26E%20Framework.pdf?dl=0

ToR - Annex 4 Assessments conducted in partnership with "PCBS"

Kindly follow the link below

https://www.dropbox.com/s/2r01slah0m86khb/PCBS%20Report%2C%20FINAL.pdf?dl=0

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

# ToR - Annex 5 Sample evaluation matrix

Relevant evaluation criteria	Key questions	Specific sub questions	Indicators	success standard	Data sources	Data-collection methods/tools	Methods for data analysis

**Annex 6:** <u>UNDP</u> <u>inception report</u> standard template

Annex 7: <u>UNDP</u> evaluation report

**Annex 8:** <u>UNDP evaluation guidelines</u>

**Annex 9:** <u>UNEG Quality checklist for evaluation reports</u>

**Annex 10:** <u>UNEG Ethical Guidelines for Evaluations</u>

List of documents to be reviewed

**Ethical Pledge of Evaluation** 

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

#### Annex 3

# FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>13</sup> (This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>14</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, contact 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>&</sup>lt;sup>13</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>&</sup>lt;sup>14</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

## 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.

# 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.

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

# D. Cost Breakdown per Deliverable\*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Approved Evaluation Inception Report		
2	Approved Final evaluation report and Presentation of findings.		
	-		
	Total	100%	

<sup>\*</sup>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
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
<ol><li>Subsistence Allowance</li></ol>				
3. Communications				
4. Others				
III. Other Related Costs (Please specify)				

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

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني

U N D P

RFQ-PAL-0000184424

# 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.

### 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

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

- **8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- **8.4.1** Name UNDP as additional insured;
- **8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
- **8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- **8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

#### 9.0 ENCUMBRANCES/LIENS:

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

#### **10.0 TITLE TO EQUIPMENT:**

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

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

- **11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- **11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- **11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- **11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

#### 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 it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
- **13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2 any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- **13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- **13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- **13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

## 14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

- **14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- **14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

#### 15.0 TERMINATION

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

#### 16.0 SETTLEMENT OF DISPUTES

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

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

#### **18.0 TAX EXEMPTION**

- **18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.
- **18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### 19.0 CHILD LABOUR

- **19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- **19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

#### **20.0 MINES:**

- **20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- **20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

#### 21.0 OBSERVANCE OF THE LAW:

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

#### 22.0 SEXUAL EXPLOITATION:

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

Programme of Assistance to the Palestinian People برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



RFQ-PAL-0000184424

#### 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.