REQUEST FOR QUOTATION / PROPOSAL

Subject: RFP for Consultancy Services for Comprehensive market analysis for prioritized value chains in the Gaza Strip /PAL10- 00116171 - Gaza Economic Resilience Programme.

Event ID: 0000013047

Dear Bidder,

We kindly request you to submit your quotation/proposal for Consultancy Services for Comprehensive market analysis for prioritized value chains in the Gaza Strip /PAL10- 00116171 - Gaza Economic Resilience Programme, 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:

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

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

If you have never registered in the system before, you can register by visiting the link below and follow the instructions in the user guide (attached):
https://etendering.partneragencies.org
• Username: event.guest
• Password: why2change

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

Please note that your new password should meet the following criteria:
• Minimum 8 characters
• At least one UPPERCASE LETTER
• At least one lowercase letter
• At least one number

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

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

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.
United Nations Development Programme
Programme of Assistance to the Palestinian People
 برنامج المساعدة الاقتصادي لشعب فلسطين

RFQ- PAL-0000184656

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

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

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

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

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

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

UNDP’s vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:
http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,
Nurjihan Riyad
Procurement Unit - OIC
UNDP/PAPP
# Annex 1

## Description of Requirements

<table>
<thead>
<tr>
<th>Context of the Requirement</th>
<th>UNDP/PAAP – Gaza office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementing Partner of UNDP</td>
<td>UNDP/PAPP</td>
</tr>
<tr>
<td>Brief Description of the Required Services</td>
<td>Comprehensive market analysis for prioritized value chains in the Gaza Strip /PAL10-00116171 - Gaza Economic Resilience Programme</td>
</tr>
<tr>
<td>List and Description of Expected Outputs to be Delivered</td>
<td>Please refer to the ToR attached under Annex 2</td>
</tr>
<tr>
<td>Person to Supervise the Work/Performance of the Service Provider</td>
<td>UNDP assigned responsible officers</td>
</tr>
<tr>
<td>Frequency of Reporting</td>
<td>Please Refer to the TOR – Annex 2</td>
</tr>
<tr>
<td>Progress Reporting Requirements</td>
<td>Please refer to the TOR – Annex 2</td>
</tr>
</tbody>
</table>
| Location of work | ☒ Exact Address/es *(pls. specify)*/Gaza Strip  
☒ The evaluation will cover the relevant locations – Gaza Strip |
| Expected duration of work | **two and half (2.50) calendar months** |
| Target start date | Upon signing the contract |
| Latest completion date | After 2.5 months from signing the contract |
| Travels Expected | For the international team leader, the assignment will be of 70 days in duration, with 20 days to be spent in the State of Palestine / Gaza Strip and 50 days for preparation and reporting from a home base, where UNDP will facilitate issue of the required permissions for Gaza entry. 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 | ☒ United States Dollars  
☐ Euro  
☐ Local Currency |
| **Value Added Tax on Price Proposal** | ☐ must be inclusive of VAT and other applicable indirect taxes  
☒ must be exclusive of VAT and other applicable indirect taxes |
| **Validity Period of Proposals** |  ☐ 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** | ☒ Not permitted  
☐ Permitted [pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.).] |
| **Payment Terms** | Please also refer to the ToR  

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>%</th>
<th>Condition for Payment Release</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output 1 has been provided and approved</td>
<td>20 %</td>
<td>Within thirty (30) days from the date of meeting the following conditions: a) UNDP’s written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.</td>
</tr>
<tr>
<td>Output 2 has been provided and approved</td>
<td>20%</td>
<td></td>
</tr>
<tr>
<td>Output 3 has been provided and approved</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td>Output 4 has been provided and approved</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td><strong>Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment</strong></td>
<td>UNDP assigned responsible officers</td>
<td></td>
</tr>
</tbody>
</table>
| **Criteria for the Assessment of Proposal** | Non-Discretionary “Pass/Fail” criteria on the technical requirements  
- Valid business registration certificate.  
- Valid Tax registration certificate.  
- The firm has a minimum of five (5) years of experience in consultancy services.  
- Proposed International team leader possess all the required experience, credentials & qualifications required in the Terms of Reference (should have proven international experience in conducting at least six similar studies related to market analysis, that describe the methodology, geographical scope of work, assessment approach, findings, recommendations, etc.)  
- At least two (2) Letters of Satisfactory Performance from the top clients. |
**EVALUATION PROCESS**

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 offer.

Technical evaluation of proposals (which passed preliminary stage) 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% of the Max Obtainable Score (200 points) = 140 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 minimum technical score (= 140 points).

In the final stage, only the Financial Proposals of those Proposers who attained the minimum technical score* (=140 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:

<table>
<thead>
<tr>
<th>Criteria for Contract Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Lowest Price Quote among technically responsive offers</td>
</tr>
<tr>
<td>☒ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</td>
</tr>
</tbody>
</table>

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) \times 100

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

- **Total Combined Score:**
  - (TP Rating) \times \text{(Weight of TP, 70%)} + (FP Rating) \times \text{(Weight of FP, 30%)}

- ☒ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.

- **Criteria for the Assessment of Proposal**

  - ☒ Methodology, Approach and Implementation Plan including key milestones **100 Points**
  - ☒ Management Structure, Staffing plan and CVs **100 Points**
Technical Evaluation Criteria that will be used - Technical proposals will be evaluated based on the following criteria:

<table>
<thead>
<tr>
<th>Technical Proposal Evaluation</th>
<th>Points obtainable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Methodology, Approach and Implementation Plan including key milestones</td>
<td>100</td>
</tr>
<tr>
<td>2. Management Structure, Staffing plan and CVs</td>
<td>100</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>200</strong></td>
</tr>
</tbody>
</table>

**Technical Evaluation Criteria**

<table>
<thead>
<tr>
<th>Points</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Methodology, Work plan responding to the ToR</td>
<td>100</td>
</tr>
<tr>
<td>1.1 How well-elaborated are the market analysis methodology and plan of action?</td>
<td></td>
</tr>
<tr>
<td>- The proposed work plan with the mapping approach, assessment methodology, and criteria for value chain evaluation - up to 25 points;</td>
<td>50</td>
</tr>
<tr>
<td>- The proposed stakeholders, clusters/groups, associations, etc. to be communicated - up to 25 points;</td>
<td>50</td>
</tr>
<tr>
<td>1.2 How well-developed and feasible the proposed market analysis looks within established timeframes?</td>
<td></td>
</tr>
<tr>
<td>- The proposed market analysis schedule is realistic and meets the assignment timeframe - up to 25 points;</td>
<td>50</td>
</tr>
<tr>
<td>- The proposed reporting schedule is realistic and meets the assignment timeframe - up to 25 points.</td>
<td>50</td>
</tr>
<tr>
<td>2. Management Structure, Staffing plan and CVs</td>
<td>100</td>
</tr>
<tr>
<td>2.1 Team Leader</td>
<td>40</td>
</tr>
<tr>
<td>Experience in project management and team management (10 years – 3 points, Over 10 years and more – 5 points).</td>
<td>5</td>
</tr>
<tr>
<td>Implementation of projects/programmes related to market analysis, value chain analyses, preferably in post-conflict:</td>
<td></td>
</tr>
<tr>
<td>a) total experience (6-9 years – 3 points, 10 years and more with adequate work experience in the region – 5 points);</td>
<td>15</td>
</tr>
<tr>
<td>b) the number of projects/programmes related to market analysis (6 projects/programmes – 5 points, 7-9 projects/programmes – 7 points, and over 9 more projects/programmes with adequate work experience in the region – 10 points).</td>
<td>15</td>
</tr>
<tr>
<td>Higher education in Economy, Finance, Business Administration, Management, Entrepreneurship or related field (Master’s (or equivalent) – 3 points, PhD or higher – 5 points).</td>
<td>5</td>
</tr>
<tr>
<td>Excellent reporting skills (a reference to at least 1 open-source report – 7 points, 2 and more – 10 points)</td>
<td>10</td>
</tr>
<tr>
<td>Language command (English) –3 points, English and Arabic (working level) – 5 points.</td>
<td>5</td>
</tr>
</tbody>
</table>
### Programme Specialists (4 positions): (Max 15 points for national Specialist X 4 positions = 60 points)

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Points</th>
<th>Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relevant professional experience in the field of market analysis (6 years – 4 points, 7 or more – 6 points).</td>
<td>4 staff x 6 points = 24</td>
<td></td>
</tr>
<tr>
<td>Excellent reporting skills (reference to at least 1 open-source report – 3 points, 2 and more – 4 points)</td>
<td>4 staff x 4 points = 16</td>
<td></td>
</tr>
<tr>
<td>Education in Economy, Finance, Business Administration, Management, Entrepreneurship or related field (Bachelor’s degree or equivalent – 2 points, Master’s or higher – 3 points).</td>
<td>4 staff x 3 points = 12</td>
<td></td>
</tr>
<tr>
<td>Language command: English (working level) – 2 points.</td>
<td>4 staff x 2 points = 8</td>
<td></td>
</tr>
</tbody>
</table>

Required minimum passing score = 140 points.

**Financial Proposal (30%)**

To be computed as a ratio of the Proposal’s offer to the lowest price among the proposals received by UNDP.

<table>
<thead>
<tr>
<th>Type of Contract to be Signed</th>
<th>UNDP will award the contract to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒ One and only one Service Provider who obtains the highest Total Combined Score on his/her Proposal (based on combined scoring method)</td>
<td>☒ One and only one Service Provider</td>
</tr>
<tr>
<td>☒ Contract Face Sheet (Goods and-or Services)</td>
<td>☒ Form for Submission of Proposal (Annex 3)</td>
</tr>
<tr>
<td>☒ General Terms and Conditions / Special Conditions (Annex 4)¹</td>
<td>☒ Detailed TOR (Annex 2)</td>
</tr>
<tr>
<td>☐ Others</td>
<td>☐ Others</td>
</tr>
</tbody>
</table>

**Annexes to this RFP**

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.
<table>
<thead>
<tr>
<th>Performance Security</th>
<th>Required in the amount of 10% of resulted contract in the form of a Bank Guarantee (please see the relevant template)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(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;</td>
</tr>
<tr>
<td></td>
<td>(b) The Performance Security shall be valid for 6 months;</td>
</tr>
<tr>
<td></td>
<td>(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;</td>
</tr>
<tr>
<td></td>
<td>(d) The Performance Security shall be denominated in the currency of the contract.</td>
</tr>
</tbody>
</table>
Annex 2

Terms of Reference

Comprehensive market analysis for prioritized value chains in the Gaza Strip

I. BACKGROUND

The Gaza Strip is among the most densely populated regions in the world, where almost 2.1 million Palestinians, with 66% of the population being refugees, live over only 365 square kilometers of land. The year 2022 marks not only 55 years of the Israeli occupation, but also 15 years of air, land, and sea blockade of the Gaza Strip. The multiple rounds of hostilities have caused significant casualties, disrupted the already fragile livelihoods, and severely worsened the socio-economic conditions of the over 2.1 million people living in Gaza. Due to a recurrent cycle of hostilities, as well as the enduring intra-Palestinian political divide, Gaza is caught up in a trajectory of de-development, with deepening vulnerabilities affecting an overwhelming majority of the population. In the Gaza Strip the situation is particularly daunting, with food insecurity affecting 67% of the refugee households and 57% of the non-refugee households, while 53% of the population live below the poverty line. The overall unemployment rate is around 47%, while youth is affected even more, at nearly 69%, with 87% young women being unemployed.

The latest round of hostilities, which hit Gaza between 10-21 May 2021, was the gravest since 2014. It claimed the lives of 261 Palestinians, including 67 children, leaving over 2,200 injured. Gaza's private sector, especially the Micro, Small and Medium Enterprises (MSMEs), which are the main potential source for employment, recovery and resilience in Gaza, faces fundamental challenges - a full blockade of the strip, involving strict import and export controls. These restrictions have resulted in high production and operating costs, lower levels of competitiveness and curtailed implementation of modern technology, as well as prevented access to and expansion on external markets.

The impact of these challenges is evidenced by a steep decline in various economic indicators across many areas, including agricultural, industrial, and service sectors. During the period of 2014-2020 alone, the gross domestic product (GDP) of the Gaza Strip has declined by 3.8%. Moreover, the added value of the industrial sector, one of the most important contributors to the Gazan GDP, has declined by 11.1% during that same period. The decline in economic activity is also evidenced by a sharp decline in exports from Gaza. As of the year 2000, the share of exports from Gaza was 20% of the total Palestinian exports. However, in 2006, the percentage of exports decreased to an average of 10%, reaching as low as 1.5% in 2018. This decline is striking, given that the value of Palestinian exports increased from US$ 568 million in 2006 to US$ 1,103 million in 2019, while exports from the Gaza Strip continued to decline. In 2019, the value of Gazan exports (1% of total Palestinian exports) did not exceed US$ 11 million.

The COVID-19 pandemic, coupled with prolonged restrictions, has exacerbated the dire economic conditions in Palestine and Gaza Strip in particular. With the spread of the pandemic, most Palestinian trade activities, primarily exports, have further dropped. Many companies have gone out of business, and the unemployment rate keeps going up to unprecedented levels.

---

2 World Food Programme, Palestine Annual Country Report 2021
4 Registered Foreign Trade Statistics Goods and Services, 2019 - Main Results
The latest Israeli hostilities have magnified the dire economic status-quo in the Gaza Strip. According to a UNDP assessment of the damages resulting from May 2021 hostilities, the total value of impact across the Gaza’s manufacturing, trade, and service sectors reached US$ 32,353,951, which encompasses damages to infrastructure, machinery, equipment, and furniture, as well as losses of raw materials and goods. The assessment also evaluated the impact on 164 private ICT facilities – including media companies, satellite channels, radios, internet providers, and ICT start-ups. The related total value of damages and losses amounts to US$ 8,878,805.

Against the backdrop of the May 2021 hostilities and the worsening socio-economic conditions, UNDP’s approach in supporting the people of Gaza has been to assess and address urgent priority needs, immediately following the ceasefire. A host of interventions in 2021-2022 focused on early recovery needs, creating short-term employment opportunities, and taking the first steps to support the livelihoods of the most affected groups of Gaza’s population.

While urgent recovery needs are still pervasive and will continue being addressed, UNDP is shifting its focus towards supporting Gaza’s economic resilience, as the next evolutionary step towards more sustainable development solutions. The Gaza Economic Resilience programme will address underlying factors that prevent a medium to long term improvement of Gaza’s economy, looking beyond the cycle of hostilities, humanitarian support, and reliance on external aid. It aims at fostering economic revitalization in the Gaza Strip, stimulating entrepreneurial activity, and creating jobs for the vulnerable groups of the population, in particular by focusing on supporting and promoting MSMEs.

The proposed interventions will comprehensively address most pressing challenges, improving employment opportunities across several economic sectors. The implementation of these initiatives will promote value chain development and integration, reducing vulnerabilities to existing shocks. Moreover, strengthening value chains will have the potential to provide economic benefits at multiple levels, creating a trickle-down effect for vulnerable groups.

A detailed analysis of market conditions in the prioritized sectors of the economy is required to further coordinate interventions aimed at the overall development of the targeted value chains. For this purpose, the Programme is seeking a legal entity (hereinafter – Consultant) that will conduct a comprehensive analysis of prioritized value chains in the Gaza Strip.

The preliminarily preselected value chains (subject to validation) are listed below:

1) Textile and Garments;
2) Food processing;
3) Furniture;
4) Production of plastic.

II. MAIN OBJECTIVES OF THE ASSIGNMENT

The objective of the assignment is to conduct a comprehensive analysis of the prioritized value chains in the Gaza Strip. The generated data and analysis will contribute to a prioritization of further support and development of MSME-centered interventions in the targeted sectors.

The assessment is intended to inform UNDP’s economic resilience interventions in Gaza, focusing on existing impediments and limitations that are preventing economic development and jobs creation in the region.

The key objective of this assignment is to provide a comprehensive analysis of the potential market opportunities, based on a value chain approach in selected sectors. The assessment will specifically consider the potential for import substitution, further increasing self-reliance and resilience of Gaza’s economy, thus making full use of the internal demand and local market capacity. The analysis will also focus on opportunities
for jobs creation and sustainable longer term employment, especially for vulnerable groups of the population. Where applicable, the assessment will look into ways to promote recycling, reusing and overall green and circular economy approaches. The research will also assess ways to facilitate market integration with the West Bank, as well as potential for export opportunities.

**Objective 1.** Validate the proposed selected sectors and carry out a mapping of each prioritized sector with a focus on factors that contribute to enhancing competitiveness, quality, productivity, profitability, and livelihood opportunities in each of the sectors with the aim of increasing the share of locally produced added value across the chain.

**Objective 2.** A comprehensive analysis of the potential economic growth and business expansion opportunities (including domestic and regional scales) within targeted value chains, with a particular focus on jobs creation. Analysis of the major constraints and needs, as well as opportunities for import substitution within targeted sectors, further increasing self-reliance and resilience of Gaza’s economy.

**Objective 3.** Develop a comprehensive implementation framework (both programmatic and policy-related), including clear and practical recommendations on specific interventions in support of MSMEs across targeted value chains.

**The geographical scope of the assignment:** State of Palestine — Gaza Strip.

### III. SCOPE OF WORK AND EXPECTED OUTPUTS

The consultant is required to carry out the following tasks:

1. **Value chain mapping (Output 1).** The task implies the development of a detailed work plan with a mapping and assessment methodology, and criteria for value chain evaluation.

   Specifically, the consultant should implement the following:
   - Develop a detailed agenda and work plan, where UNDP and the consultant will agree in advance on a list of resultative indicators that should be evaluated at the end of the assignment;
   - The schedule for all planned activities/trips/meetings should be presented as part of an inception report, to be approved by UNDP;
   - Through desk review and meetings with stakeholders, identify already existing relevant analyses and assessments, identifying gaps in data and understanding of the situation in targeted value chains;
   - Using various sources of information (official data, meetings with stakeholders, studies etc.), assess the market structure and evaluate the target value chains across Gaza;
   - While assessing export opportunities across sectors, include recent analysis on current global and regional markets’ trends, including value chain trade performance, relative competitiveness etc.
   - Provide a mapping of existing market stakeholders (identifying their types, supply chains, operational volume, and competitiveness);
   - Validate the preliminary proposed selection of value chains and confirm relevance, potentially amending the list and proposing other/additional sectors;
   - Assess the pertinence of applicable legislative frameworks (national laws governing companies and entrepreneurship etc.) as an enabling or constraining factor in MSME and value chain development;
   - To analyze, if applicable, the possibility for sectoral cooperation and market integration within each of the targeted value chains - at the national level (Gaza Strip and West Bank), as well as in case of the Israeli market, by determining gaps and needs within each of the prioritized value chains;
   - The collected data should be incorporated into an interim report on the findings within each of the target value chains.

The documents should follow the next requirements: **15-20 pages, single spacing, Proxima Nova, size 11, Arabic, and English language.**
2. Value chain analysis (Output 2). Based on the gathered data, the consultant is required to deliver the following tasks:

- Provide a general overview of the existing market situation (Gaza Strip, West Bank, Israel, and region when applicable) with regards to the operation of selected value chains;
- Analyze current market trends in terms of market demand and supply, established market chains, and governmental regulatory and control mechanisms in relation to the prioritized value chains;
- Analyze the existing challenges, needs, and opportunities for business associations/entrepreneurs/clusters/other stakeholders operating in the targeted value chains;
- Analyze the potential for import substitution in each of the target value chains and suggest possible supportive measures;
- Following the inception of the assessment, in agreement with UNDP/PAPP, identify subsectors and clusters of products that showcase potential opportunities for growth and expansion. For the identified groups of products under targeted value chains, the contractor shall assess:
  - Market size, volumes of each product (local market share) and production capacity
  - Value addition, packaging, and pricing along the supply chain
  - Ranking of products based on their market readiness and potential for import substitution
  - Identify limitations in input sourcing and potential for local market linkages within and across value chains including substitution of imported inputs
  - Consumer perceptions and the standing of local products compared to imports
- Assess opportunities for jobs creation and sustainable employment promotion in each of the value chains;
- Assess opportunities for implementing green and circular economy approaches, recycling and reusing existing resources within Gaza, as well as analyze and estimate the added value and profitability of including recycling approaches in selected value chains;
- Identify and assess examples of sustainable production (types, supply chains, operational volume, competitiveness);
- Evaluate the capacities of market stakeholders, across each of the selected value chains, in terms of access to services, technology transfer, information, and resources to expand and develop their competitive advantages;
- Based on the Interim reports and value chains analysis, prepare and submit an Executive Summary document that should compile the results of each of the target value chains’ analysis.

The document should follow the next requirements: at least 10 pages, single spacing, Proxima Nova, size 11, Arabic and English language.

3. Recommendations and reporting (Output 3). Summarizing the findings, the consultant shall provide recommendations on prioritized value chains development and submit a Final report structured in the following manner:

- Overview of the economic situation in Palestine with a specific focus on the Gaza Strip, identifying the context, objectives, main trends, constraints, available infrastructure, and any other related information;
- Comprehensive analysis of prioritized value chains divided by chapters:
  1) Textiles and Garments
  2) Food Processing
  3) Furniture
  4) Production of Plastic
• Mapping approach and methodology;
• Data analysis, key findings, data limitations, and general conclusions;
• A detailed intervention framework covering the following points:
  o Suggest improvements in the value chains to ensure direct linkages among market
    stakeholders, considering opportunities for growth within Gaza (import substitution), as well
    as position them to take advantage of market integration with the West Bank and export
    opportunities;
  o Identify feasible openings for potential stakeholders’ cooperation, and consider the
    opportunity for the establishment of new enterprises, business associations or cooperatives,
    supply chains, market links, and external partnerships;
  o Analyse potential opportunities for boosting employment within targeted sectors, especially
    benefitting the most vulnerable groups of the population. Provide recommendations on
    interventions to address capacity and skill gaps, highlighting any details and distinctions
    according to population groups related to, for example, age or gender, as well as issues
    undermining potential for scaling up employment.
  o Based on market trends, existing market links, including the connection between the lead
    companies in each prioritized value chain and their suppliers, and the general economic
    situation in the prioritised sectors, evaluate the information on potential development of each
    of the targeted value chains. Provide clear recommendations on potential interventions,
    aiming at revitalizing value chains;
  o Assess potential interlinkages and recommend steps to ensure synergies with ongoing
    interventions (implemented by both UNDP and other actors from the international
    cooperation, public and private sector) in support of MSMEs, such as Monshati Helpdesk etc.
  o Propose potential practical initiatives, also based on similar international best practices, aimed
    at boosting the resilience of the private sector in selected value chains;
• Overall recommendations and lessons learned;
• Key data sources.

The Final report should follow the next requirements: about 80 pages, single spacing, Proxima Nova, size 11,
Arabic, and English language.

4. Presentation of the market analysis (Output 4). After the final approval, the Contractor should
provide:
• The MS PowerPoint presentation (at least 20 slides, Arabic and English language that includes:
  background information; key points of the strategy, etc.) on the main findings of the
  assignment;
• Present the Executive Summary document and Final report that should include all findings
  within each of the selected value chains and present a general overview of the economic
  situation in the targeted areas, coupled with related recommendations;
• Conduct at least one presentation session of assessment results (location is to be determined
  later on).

Costs of conference services related to the arrangement of presentations will be covered by UNDP.
<table>
<thead>
<tr>
<th>Output #</th>
<th>Task description</th>
<th>Deadline</th>
</tr>
</thead>
</table>
| Output 1 | 1. An inception report is submitted and approved by UNDP.  
2. An interim report, covering each of the prioritized value chains, should be submitted and approved by UNDP. The reports should include the mapping of the existing market stakeholders, describing their portfolio, challenges, and the needs and challenges they have. | Up to 20 working days after the starting date of the assignment |
| Output 2 | 1. Conduct comprehensive market research of the target value chains  
2. Executive Summary on the results of each of the target value chains' analysis research is submitted and approved by UNDP. The document should include the objectives of the research, a detailed plan of how the research was carried out describing the research methodology, qualitative and quantitative indicators, the key internal and external stakeholders involved, expected progress, and outputs. A detailed work plan should be annexed to the report. | Up to 50 working days after the starting date of the assignment |
| Output 3 | 1. Develop the Final market research report, including practical recommendations related to the revitalization and development of the targeted value chains. The report should be elaborated under the requirements mentioned in the scope of work section. | Up to 65 working days after the starting date of the assignment |
| Output 4 | 1. The consultant needs to present the Executive Summary and Final report at a round table discussion with the representatives of UNDP and other relevant stakeholders;  
*The location of the round table discussion is to be determined.* | Up to 70 working days after the starting date of the assignment |

All reports should be transmitted to UNDP electronically (formats of *.docx, *.xlsx, *.pptx, *.pdf) on the electronic source or in the form of electronic communication with the attached final product in both Arabic and English language.
IV. MONITORING & REPORTING REQUIREMENTS

The assigned Contractor should comply with the system of monitoring, evaluation, and quality control introduced by the Programme, and also provide the necessary information, reports, and statistical data according to the predetermined schedule or as soon as possible (within a reasonable time).

The Interim, Inception, and Final reports should follow the pre-set template agreed with the Programme that includes both substantial and financial parts and shall be shared with the respective official.

As a quality assurance measure, the Programme reserves the right to initiate spot-checks during the meetings, conduct interviews with participants, and receive feedback on the quality of the assigned Contractor’s work. The assigned Contractor should facilitate the process by presenting the Programme with all necessary contacts of the interlocutors and should refrain from influencing the impartiality of the assessment procedures.

Weekly operational email reports on the current stage of implementation should be submitted to UNDP. The issues faced during the implementation process are also required to be raised.

UNDP has a right to request brief reports on the progress of the assignment during any stage of implementation.

V. EXPERIENCE AND QUALIFICATIONS REQUIREMENTS

Consultants must recommend a team of specialized professionals - one international consultant (as Team Leader) and four national consultants (for target value chains).

International Consultant (Team Leader):

- At least a Master’s (or equivalent) degree in Economy, Finance, Business Administration, Management, Entrepreneurship, or related field;
- Practical experience in conducting value chain analyses, preferably in crisis or post-conflict environments, and preferably with adequate work experience in the region;
- Minimum 10 years of professional experience in project management and team management,
- Minimum 10 years of experience and implementation of at least 6 projects/programmes related to market analysis;
- Excellent reporting skills (a reference to at least 1 open-source report should be provided);
- Fluency in both written and spoken English language is required. Knowledge of the Arabic language is an asset.
- The assignment will be of 70 days in duration, with 20 days to be spent in the State of Palestine / Gaza Strip and 50 days for preparation and reporting from a home base.

National Consultants (Programme Specialists - 4 posts):

- At least Bachelor’s degree in Economy, Finance, Business Administration, Management, Entrepreneurship, or related field;
- Minimum 6 years of professional experience in the field of market analysis and private sector development;
- Proven knowledge of the market and private sector dynamics in Palestine. Previous experience in the domestic value chains and in the prioritized ones (i.e. textiles and garments, food processing, furniture, production of Plastic);
- Excellent reporting skills (a reference to at least 1 open-source report per specialist that s/he has substantially contributed to should be provided);
- Excellent knowledge of English and Arabic.
- At least 1 reference letter for each specialist from the previous customers and former employers;
- At least 1 example of market analysis work of every specialist.
Annex 3

FORM FOR SUBMITTING SERVICE PROVIDER’S PROPOSAL5
(This Form must be submitted only using the Service Provider’s Official Letterhead/Stationery6)

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.

5 This serves as a guide to the Service Provider in preparing the Proposal.

6 Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes
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.
### D. Cost Breakdown per Deliverable*

<table>
<thead>
<tr>
<th>Deliverables [list them as referred to in the RFP]</th>
<th>Percentage of Total Price (Weight for payment)</th>
<th>Price (Lump Sum, All Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Output 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Output 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Output 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Output 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>..........</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

*This shall be the basis of the payment tranches

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

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

[Name and Signature of the Service Provider’s Authorized Person]  
[Designation]  
[Date]
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
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.
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 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 MAJERE; OTHER CHANGES IN CONDITIONS

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

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

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

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

15.0 TERMINATION

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

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

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

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

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

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

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.

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.
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.