



Request for Proposal (RFP)

Ref: RFP-2009-001

Date: 5th Aug. 2009

Letter of Invitation

Dear Sir/Madam,

Subject: Design of Residential Complex to be constructed in the Gaza Strip

1. You are requested to submit a proposal for Consultancy Services for the Detailed Design for the Construction of 100 Housing Units To Re Housing the Affected Palestinian families in Gaza Strip, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors..... (Annex I)
 - ii. General Conditions of Contract..... (Annex II)
 - iii. Terms of Reference (TOR)..... (Annex III)
 - iv. Technical Proposal - Formats..... (Annex IV)
 - v. Financial Proposal – Formats..... (Annex V)
 - vi. Proposed Man-month of Personnel..... (Annex VI)
 - vii. Proposal Security Form..... (Annex VII)
 - viii. Performance Security Form..... (Annex VIII)
 - ix. Form of Proposed Contract..... (Annex IX)
3. Your offer comprising both technical and financial proposals, in separate sealed envelopes, should reach one of the following addresses no later than **31th August 2009 at 11am**, Jerusalem local time. Attention: Khaled Shahwan – Deputy Special Representative (Operations)

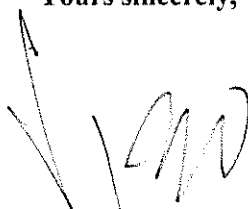
Jerusalem	Gaza
UNDP/PAPP 4a Ya'qubi Street Jerusalem Telephone: 972 2 6268200 Facsimile: 972 2 6268222/3	UNDP/PAPP Omar Bin Abdul Aziz Street Gaza Telephone: 972 8 2822167 Facsimile: 972 8 2822021

4

4. Pre-bid meeting is to be held on **17th August 2009 at 10:00 am at UND/PAPP Gaza office.**
5. No later than one week prior to the Deadline for Submission of Bids, the UNDP may, for any reason, whether at its own initiative or in response to a written clarification requested by a prospective Offerors amend the Solicitation Documents. All amendments will be posted on <http://www.undp.ps/en/aboutundp/forms.html> In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the UNDP may, at its discretion, extend the Deadline for the Submission of Bids.
6. Clarifications/inquiries should be sent to the following email address.

E mail: shehadeh.habash@undp.org

Yours sincerely,



**Khaled Shahwan,
Officer in Charge**



Instructions to Offerors

Definitions

Unless the context otherwise requires, the following terms and expressions whenever used in the RFP and the contract shall have the following meanings:

- a. "UNDP/PAPP" means the United Nations Development Programme/ Programme of Assistance to the Palestinian People.
- b. "Project" means the project named in the RFP for which the Works are to be provided.
- c. "Services" means the work to be performed by the Consultant pursuant to the Contract and Comprise Normal Services, Additional Service and Exceptional Services.
- d. "Works" means the permanent works to be executed (including services, goods and equipment to be performed and supplied to the Employer) for the achievement of the project.
- e. "Client" means the Ministry of Public Works and Housing (MPWH).
- f. "Employer" means the agency (UNDP/PAPP) with which the selected Consultant signs the Contract for the Services.
- g. "Consultant" means any entity, who is employed as an independent professional firm by the Employer that may provide the Services to the Employer under the Contract.
- h. "Party" and "Parties" means the Employer and the Consultant and "third party" means any other person or entity as the context requires.
- i. "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clauses, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- j. "Day" means calendar day and means the period between any one midnight and the next.
- k. "Month" means a period of one month according to the Gregorian calendar commencing with any day of the month.
- l. "Government" means the government of the Client's country.
- m. "Instructions to Offerors" (Annex I of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
- n. "LOI" (of the RFP) means the Letter of Invitation being sent by the Employer to the prospective Consultants.
- o. "Proposal" means the Technical Proposal and the Financial Proposal.

- p. "RFP" means the Request For Proposal to be prepared by the Employer for the selection of Consultants.
- q. "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.
- r. "Terms of Reference" (TOR) means the document included in the RFP as Annex III which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.
- s. "Contractor" whenever quoted in the text of RFP means consultant.

A. Introduction

1. General

The United Nations Development Programme/Programme of Assistance to the Palestinian People (UNDP/PAPP) has received a grant from the Custodian of the Two Holy Mosques Campaign for Relief of the Palestinian People in Gaza towards the Construction of 100 Housing Units and Related Services in North of Gaza Strip, a part of which will be dedicated for the works for which the consultancy services are required under this RFP.

As per UNDP's Rules and Procedures, UNDP/PAPP now invites proposals from the local registered roaster of Consultancy Firms to participate in a competitive bidding for Consultancy Services for the Detailed Design for the Construction of 100 Housing Units for the Affected Non Refugees in Gaza Strip.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organization's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the Proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents Comprising the Proposal

The Proposal shall meet the Employer's requirements and shall be complete and arranged in accordance with clauses 8 and 9 and in accordance with the Technical and Financial Proposal Standard Formats attached in Annex IV and Annex V. The proposal shall comprise the following components:

8. Proposal Submission Form

(a) **Technical Proposal**, including documentation to demonstrate that the Offeror meets all requirements; complete and to be arranged in accordance with clause 8 and in accordance with the Technical Proposal Standard Formats attached in Annex IV;

(b) **Financial Proposal**, complete and to be arranged in accordance with clauses 8 and 9 and in accordance with the formats of the Financial Proposal attached in Annex V;

(c) **Proposal Security** : N/A

(d) Technical Proposal Form

The Technical Proposal shall provide the information indicated in the following parts from (A) to (C) using the Standard Formats attached in Annex IV of this RFP. The proposal pages are to be one printed side of A4 or letter size paper.

The Offeror shall structure the Technical Proposal as follows:

(A) Expertise of Offeror Firm and Experience:

This section should comprise of two sub sections to be arranged in accordance with Tech. Form -2 attached in Annex IV as follow:

A.1 Offeror's Firm

This sub section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the background, present activities and organization of the Offeror's firm/organization and of each joint venture or associate for providing the consultancy services for the assignment (if any). It should focus on specific services related to the Proposal.

A.2 Offeror's Specific Experience

This sub section should provide a brief description and an outline of the Offeror's specific and recent experience on assignments of a similar nature and in accordance to the required Formats, Tech. Form -2 of Annex IV. for each assignment, the outline should indicate the names of Sub-Consultants/Professional staff who participated, duration of the assignment, contract amount and the

Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Employer.

(B) Technical Approach, Proposed methodology and Management Work Plan

This section should provide description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.

This section of the Technical Proposal should comprise of three sub sections; in accordance with the guidance on the content provided under Tech. Form -3, attached in Annex IV, and should be prepared and arranged as follows:

B1. Comments and suggestions on the Terms of Reference

This sub section should provide comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality and effectiveness of the assignment; and on services and facilities to be provided by the Employer.

B2. Technical Approach and Proposed methodology

This sub section should demonstrate the offeror's understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Offeror should highlight the problems being addressed and their importance, and explain the technical approach to be adopted to address them. The Offeror should also explain the methodologies he proposes to adopt and highlight the compatibility of those methodologies with the proposed approach.

B3. Management Work Plan

This sub section should describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards an assignment of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

In this sub section, the offeror should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included.

The work plan should be consistent with the Work Schedule Tech. Form-7 of Annex IV, which will show in the form of a bar chart the timing proposed for each activity.

(C) Resource Plan / Organization and Staffing

This section should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

It should propose the structure, composition and organization of the offeror's staffing team, listing the main disciplines of the assignment, the key expert responsible, and proposed technical support staff, and should be presented in accordance with Tech. Form -4 attached in Annex IV.

The Offeror shall provide a list of the proposed Professional staff by area of expertise, the position that would be assigned to each staff team member, and their tasks in accordance with Tech. Form -5 of Annex IV.

The Offeror shall provide estimates of the staff input (staff-months of professionals) needed to carry out the assignment in accordance with Tech. Form -6 of Annex IV.

The Offeror shall provide CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional staff in accordance with Tech. Form -8 of Annex IV.

The Technical Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the Financial Proposal.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Financial Proposal

The Offeror shall prepare a Financial Proposal and shall indicate the prices of services proposed under the contract in accordance with the Financial Proposal Standard Formats as attached in Annex V.

It shall list all costs associated with the assignment, including (a) remuneration for staff and (b) reimbursable expenses indicated in Fin. Form - 5 attached in Annex V. These costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

10. Proposal currencies

All prices shall be quoted in US dollars.

11. Period of validity of proposals

Proposals shall remain valid for One Hundred and Twenty (120) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare and submit one original technical proposal and one original financial proposal and two copies of each for the assignment. In the event of any discrepancy between them, the original shall govern. All technical proposals shall be placed in one envelope clearly marked "Technical Proposal" and the financial proposals in one envelope clearly marked "Financial Proposal". These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information in accordance with clause 14.

The three copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

13. Payment

The Consultant's total remuneration shall be based on the Consultant Financial Offer, shall not exceed the contract price and shall be a fixed lump sum including all staff costs, sub consultants' costs, communications, printing, and the like, and all other direct and indirect costs to be incurred by the consultant in carrying out the assignment, as are defined and required in the pertinent sections of the TOR, and provided that the Consultant will be committed to perform the assignment within the given time frame.

Payments will be made to the account of the Consultant, upon achievement of the corresponding milestones, in accordance with the under mentioned percentages of the contract total price, and in accordance with the following payments schedule:

1. 20% of the contract total price when the Inception Report (First Stage) has been approved.
2. 25% of the contract total price when the Preliminary Detailed Design (Second Stage) has been approved.
3. 25% of the contract total price when Detailed Design and Tender Documents (Third Stage) have been approved.
4. 30% of the contract total price when Final Design, Drawings, Tender Documents and Final Report (Fourth Stage) have been approved.

Invoices shall indicate the milestones achieved and corresponding amount payable.

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

D. Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –

Khaled Shahwan, Deputy Special Representative (Operations)

East Jerusalem	Gaza
UNDP/PAPP 4a Ya'qubi Street Jerusalem Telephone: 972 2 6268200 Facsimile: 972 2 6268222/3	UNDP/PAPP Omar Bin Abdul Aziz Street Gaza Telephone: 972 8 2822167 Facsimile: 972 8 2822021

and, marked with –

“Ref: RFP-2009-001– Design of Residential Complex to be constructed in the Gaza Strip”

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the Financial Proposal duly identified as such.

Note: if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address, date and time specified in the Invitation Letter.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause 5, *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause 15, *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Employer may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

The Employer will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Employer will determine the substantial responsiveness of each Proposal to the Request for Proposal (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Employer's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of proposals

A two-stage procedure will be utilized in evaluating the proposals, with evaluation of the Technical Proposal being completed prior to any Financial Proposal being opened and compared.

The Technical Proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR).

Each responsive proposal shall be attributed a technical score (*Ts*) on the Technical Proposal based on the under mentioned *Technical Evaluation Criteria*.

The Financial Proposal will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1,000 points in the evaluation of the technical proposals.

In the Second Stage, the Financial Proposal of all offerors, who have attained a minimum 70% score in the technical evaluation, will be compared. The evaluation committee will determine whether the Financial Proposals are complete and without computational errors.

The Financial scores of the Financial Proposals shall be computed based on the following Criteria:

The Lowest evaluated Financial Proposal (*Fm*) shall be given a maximum "Financial Score" (*Fs*) of 1000 points. Then, the financial scores of the other Financial Proposals shall be computed based on the following formula:

$$Fs = 1,000 * Fm / F$$

In which;

Fs = Financial scores of the Financial Proposal under consideration.

Fm = Amount of lowest Financial Proposal.

F = Amount of the Financial Proposal under consideration.

Final Scoring:

The final cumulative score (Cs) of the Proposals will be computed for both the technical scores (Ts) and financial scores (Fs), based on the following formula:

$$Cs = (Ts * 70\% + Fs * 30\%) / 10$$

The Contract will be awarded to the Consultant whose proposal achieves the highest final cumulative score (Cs).

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Specific Experience of the Firm relevant to the assignment	20%	200					
2.	Technical Approach, proposed Methodology and Management Work Plan	30%	300					
3.	Personnel	50%	500					
Total			1000					

The evaluation forms for Technical Proposals are shown below. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Specific Experience of the Firm relevant to the assignment

Form 2: Technical Approach, proposed Methodology and Management Work Plan

Form 3: Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Specific Experience of the Firm relevant to the assignment							
1.1	General Organizational Capability and past experience and capacity in designing, supervising similar housing projects.	80					
1.2	Specific Organizational Capability and past experience and capacity in designing, supervising housing projects including public utilities and infrastructure as required by the assignment.	120					
Total Form 1		200					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Technical Approach, proposed Methodology and Management Work Plan							
2.1	To what degree does the Offeror understand the task?	20					
2.2	Have the important aspects of the task been addressed in sufficient detail?	40					
2.3	Are the different components of the project adequately weighted relative to one another?	20					
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	30					
2.5	Is the conceptual framework adopted appropriate for the task?	50					
2.6	Is the scope of task well defined and does it correspond to the TOR?	100					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	40					
Total Form 2		300					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Personnel							
3. Professional Staff							
3.1	Project Manager	100					
3.2	Architect	70					
3.3	Senior Civil Engineer	80					
3.4	Senior Mechanical Engineer	70					
3.5	Senior Electrical Engineer	70					
3.6	Land Surveyor	50					
3.7	Procurement Specialist	20					
3.7	Draftsman	20					
3.8	Supporting Staff	20					
Total Form 3		500					

The obtainable points assigned to each of the above mentioned personnel will be determined, ranked and calculated in accordance with the evaluation criteria and the relevant given percentage weights as classified and stated in the under mentioned table Form 3-1 for the project manager as an example and such alike for the rest of personnel adopting the same weight percentages.

Technical Proposal Evaluation Form 3-1: Individual Assessment			*Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Personnel								
3.1	Project Manager							
	Criteria	Weight Percentage %						
3.1.1	- General Qualification	30%	30					
3.1.2	- Professional Experience in the area of specialization	60%	60					
3.1.3	- Language Qualifications	10%	10					
Total Points Obtainable (Ranked out of 100)			100					

* Points Obtainable are ranked out of 100 points as assigned in Form 3.

F. Award of Contract

22. Award criteria, award of contract

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

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated achieving the highest final cumulative score.

23. Employer's right to vary requirements at time of award

The Client reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

24. Signing of the contract

Within 7 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Employer.

Within 7 days of the date of signing the contract, the contractor shall initiate and commence the consulting services related to the assignment. This period is considered part of the overall contract duration.

25. Performance security

Within 7 days of the receipt of the Contract from the Employer, the successful Offeror shall provide the performance security of an amount equivalent to 10 percent of the total amount of his financial offer, valid for the full project duration in addition to 28 days on the Performance Security Form provided in the RFP and in accordance with the Special Conditions of Contract.

Failure of the successful Offeror to comply with the requirement of Clause 24 or Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Employer may make the award to the Offeror whose proposal achieved the next highest final cumulative score or call for new Proposals.



**UNDP
GENERAL CONDITIONS OF CONTRACT 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, 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 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 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.

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 Agreement, 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 Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

Terms of Reference

1. Project Name

Construction of 100 Housing Units to re-house Palestinian families in Gaza Strip.

2. Context

The United Nations Development Programme UNDP, through its programme of assistance to the Palestinian People PAPP, is implementing a housing project to re-house the affected families, whose houses have been demolished during the Israeli Army intensive operations in Gaza Strip between December, 2008 and January, 2009.

The United Nations Development Programme/ programme of assistance to the Palestinian People UNDP/PAPP (the “Employer”) has received a grant from The Custodian of the Two Holy Mosques Campaign for Relief of the Palestinian People in Gaza towards the Construction of 100 Housing Units and related services in North of Gaza Strip.

The Ministry of Public Works and Housing (the “Client”) has offered a piece of land with an area around 18,500 m² for the project on parcel No. 36 of Block No.1742 located in Biet Lahia- Al Salateen Neighborhood. The project will be part of Al Ferdaws Neighborhood on which the Client intends to construct a new housing complex.

UNDP/PAPP intends to recruit a locally based Consulting Firm (the “Consultant”) to design and prepare tender documents for Construction of 100 Housing Units and related services in North of Gaza Strip.

Terms of Reference are prepared for the provision of the complete and detailed designs (architectural, civil, mechanical and electrical works) and the preparation of all construction tender documents and bills of quantities for the construction of 100 housing units and related services in North of Gaza Strip.

3. Purpose of the work

It is envisaged that the residential buildings will be occupied by the families whose houses have been demolished during the recent Israeli Army operations in Gaza Strip. The project will stimulate growth of other infrastructure like roads, water network, sewage network, reliable electricity network, telecommunication services and landscape facilities.

The residential complex should therefore be modern, reflecting the architecture and social elements of neighborhood and characterized with appropriate means so that it is a landmark in the area and blends very well among the surrounding virgin environment.

4. Scope of work

The assignment comprises of the technical design, the development of tender documents* and other engineering and managerial procedures necessary to bring the work to the tender readiness state for the construction of residential units in North Gaza.

- The project will consist of 100 residential units for the families whose houses were demolished during the IDF operations in Gaza Strip and located outside the camps in areas that doesn't allow reconstruction on the same original damaged housing unit area or reconstruction is prohibited for various reasons.
- Area of land parcel available for the project is nearly 18,500 m² in addition to the land identified for the access and surrounding roads.
- The project will consist of construction of school with complementary utilities.
- The project will consist of construction of mosque with area 500m²
- It is within this assignment to design all the needed spaces and external works required for good function of the project.
- The project will also consist of construction of infrastructure (roads, water, sewage, electricity and telecommunication)

The total gross area available for construction of a strategic housing complex is around 100,000m² for which the Consulting Firm, accordingly, will carry out the following:

- a) Topographical survey at 10m grids and cadastral survey to confirm actual site boundaries.
- b) Site Investigations: Test boreholes to be carried out in selected area of the site to determine among other tests the bearing capacity of the soil, its stability, classification and chemical nature. The laboratory tests on the soil will assist the design team to determine the type of foundation to be used in the design. The laboratory should be licensed by the authorized institutions and approved by UNDP.

The consultant is to carry out all necessary tasks to prepare the specified works to tender readiness state. The consultant will be responsible for the accuracy and suitability of his work.

The specified tasks under the present assignment shall include, but not necessarily be limited to the following:

Task 1- The Consultant is to prepare inception report in which he shall review the project and gather any additional data that is needed for project design and preparation of tender documents.

The consultant has to prepare a preliminary study respecting the socio-economic aspects of the project and reach the optimum design features based on the data that will be presented for the selected beneficiaries for this project. The consultant is to confirm that the project is justifiable and feasible for implementation.

Task 2- The consultant is to carry out detailed engineering design of all elements of project, applying conditions of medium-cost buildings meeting the design aspects to safeguard the environment and respecting the codes relevant to disability. The Consultant should prepare preliminary estimate for project cost.

* Please note the definition of "Tender Documents" related to this TOR means and is limited to Drawings, Bills of Quantities, Cost Estimate, General & Particular Specifications and any other technical related requirements.

Development of Architectural and Engineering Designs

Using the schedule prepared by the Employer in the TOR, the Consultant shall produce architectural and engineering designs, details, specifications and cost estimates for comments and recommendations from the Employer. After incorporating the comments in the schematic designs and adjusting the estimates, produce structural (calculations, drawings .etc), electro-mechanical (layouts, calculations, drawings, details and specification) to be finalized and discussed with the Employer and estimated cost to be reviewed.

The drawings shall include but not limited to the site location, site plans, floor plans, sections, and elevations, perspectives and models for all buildings. The drawings shall be presented in appropriate scales.

Task 3- The Consultant is to prepare detailed design drawings, technical specifications and bill of quantities for each component of the project to the level of detail normally required for internationally financed projects and should be enough readable without causing any conflict.

During the design of the project, the Consulting Firm is to consider the appropriate number of implementation contracts, interfaces and coordination required to execute each contract without conflict between contractors implementing the works. A thorough study of the local contacting firms should be developed and accordingly the project packages will be devised in number that match the local capabilities in implementation.

The Consulting Firm is to produce individual report and documentation accordingly.

Task 4- After consultations between UNDP/PAPP and Consulting Firm on the Packaging of contracts for bidding, the Consultant is to prepare tender documents for individual components of the project. The tender documents shall consist of:

- 1- Bill of Quantities including preambles.
- 2- Drawings
- 3- Technical Specifications (General & Special)
- 4- Detailed Priced B.O.Q
- 5- Supplementary Information.
- 6- Cost estimates of each entity and the overall estimate of the project.

All above mentioned documents should be submitted in hard and soft copies (4 copies).

Task 5- The consultant shall conduct thorough survey of all existing utilities and coordinate with Municipality of Beit lahia as well as Coastal Municipal Water Utility (CMWU) to identify road levels bench marks, planned schemes for utilities ...etc. The consultant shall be responsible for coordinating for electricity and telecommunication services with concerned parties and identify the needs in connection with the project necessary relevant services. The consultant will develop the landscaping design of the residential neighborhood respecting social aspects, needs of disabled, special community needs such that to have environment friendly features of the neighborhood.

Task 6- The Consulting Firm is to prepare engineering and other documents necessary for obtaining construction licenses from related authorities, and to insure that this project can be accepted for approval by the concerned departments.

Also he shall submit the final assignment report which will cover the architectural, civil, electrical and mechanical design reports along with the cost analysis.

5. Specifications

The specifications are a critical part of the project as they determine in detail the characteristics of the buildings.

In order to prepare the specifications, the Consulting Firm or Consortium will have to assess the following:

- The type of buildings which are required, indicating the number of floors, number of flats per floor, basement (if any), type of façade required and any other special requirements for the general concept of the buildings.
- The design should cope with the needs of the beneficiaries who will be actually residing the units.
- General requirements for the interior such as flooring and walling.
- The requirements of special facilities for the residents with special needs (disability, handicapped, etc)
- Electrical and mechanical requirements, etc.
- Landscaping and walkways, parking places, flower beds and other plantations etc.
- Planning and building by-laws and environmental & public health regulations to be complied with as laid down by the Ministry of Public Works and Housing (MPWH), Ministry of Environment and other authorities.
- The Consulting Firm shall consider and refer to general specifications used in UNDP and MPWH.

6. Civil, Electrical and Mechanical Bills of Quantities

- The Consultant shall prepare as accurately as possible Bills of Quantities to cover:
 - Civil works for the buildings, school, mosque, and infrastructure utilities individually.
 - Electrical installation works for all elements of the project individually.
 - Plumbing and drainage works for all elements of the project individually.
 - Landscaping
- Blank copies shall be made available to the Employer for his own pricing
- The Consulting Firm shall price the Bills of Quantities as well as the pricing analysis and submit them to the Employer.
- Before the detailed design of the housing units, meetings will be made between Employer and the Consulting Firm to agree on the scope of work activities within the permissible allocated.

7. STAGES OF WORKS

The Consultant should prepare the studies, calculation sheets and tender documents in the following manner:

First Stage: Reconnaissance:

1. Studying the project requirements as prepared by the Client and commence accordingly.
2. Preparing a preliminary study for the socio-economic aspects of the project.
3. Obtaining information necessary for preparing the study, regional planning rules and regulation and those related to services, roads and infrastructure.
4. Preparing An inception report with an integrated program consisting of:
 - a) Brief description of the project, elements and their functional relations.
 - b) Area of each element and the total area.
 - c) Design aspect of the element.
 - d) Site layout and services.
 - e) Vertical and horizontal extensions possibilities, their alternatives and a report on advantages and disadvantages of these alternatives.
 - f) Topographic plans for the site of the project with a reasonable contour interval, elevations of surrounding roads, and fixing boundaries and bench marks with concrete blocks.
 - g) Technical report (in addition to a and b) including the principles of the architectural, structural, mechanical and electrical designs and materials to be used.

Second Stage: Preliminary Design Stage

1. Preparing programs for soil investigation, supervising the implementation of these programs and studying and evaluating the reports concerning these investigations. The technical proposal shall include the scope of work and methodology for the soil investigation. The soil investigation shall include at least one borehole for each building in a compound (buildings of residential units, school, mosque, etc) and three boreholes for detached buildings. The depth of each boreholes shall be minimum 15m and at least two of them SPT 20m depth.
2. Preparing the preliminary architectural designs of the project according to the basic requirements and cost estimate.
3. Preliminary description for the systems to be detailed in the following stage concerning structural, mechanical and electrical systems and services in addition to a project financial report.

Third Stage: Detailed Designs, Drawings and Tender Documents

4. This stage consists of preparing the detailed designs, drawings and other tender documents required as detailed.
5. The Consultant should submit all the documents prepared at this stage to the Employer for his review and approval. Two copies of drafts are required.
6. The Consultant should introduce the comments and amendments requested by the Employer on the works of the second stage.

Fourth Stage: Final Report, Final Designs, Drawings, and Other Tender Documents

1. Preparing of final designs, drawings, and other tender documents and submitting them to the Employer together with the Final Report. The tender documents should be packaged into at least nine contracts e.g. six of them for the housing units, one for construction of the school, one for construction of the mosque and the last for construction of infrastructure services. The Consulting Firm must submit the following for each package :
 - a. 4 copies of the final tender documents and bill of quantities.
 - b. The original copy of the plans and drawings.

- c. Priced copy of the bill of quantities
- d. Final report including booklet of the engineering calculations. This booklet shall include all structural, electrical and mechanical calculations.
- e. Proposed construction program based on CPM.
- f. Recommendations of the Consultant during the construction phase of the project.
- g. Recommendations regarding future similar works for the Employer.

8. Delivery Time

The delivery time for completion of tender documents (Tasks 1 to 6 as detailed above) by the Consultant is 90 days as from the start date, including all licenses and approvals if needed and including 15 days period being the time given for the Employer to evaluate and comment on the preliminary submittal of documents. The proposed time schedule is as follows:

- a) Day (1) is the start date: It's the day following the day of signing the agreement.
- b) Day (15) is the day when inception report and documents prepared at first stage are handed over to the Employer for his review and comments.
- c) Day (22) is the day when the Employer hands over his written comments to the Consultant.
- d) Day (40) is the day when documents prepared at second stage (including the geotechnical reports) are handed over to the Employer for comments.
- e) Day (45) is the day when the Employer hands over his written comments to the Consultant.
- f) Day (65) is the day when documents prepared at third stage are handed over to the Employer for comments
- g) Day (70) is the day when the Employer hands over his written comments to the Consultant.
- h) Day (90) is the day when the Consultant hands over complete set of the whole tender documents and the final design report of the project to the Employer.

9. Reporting

The Consultant is to submit the following reports and information to the Employer:

- a) Progress reports at the end of each stage (together with all other required documents) giving a general statement on the progress achieved, summaries of work performed by each member of the Consultant's team and details of problems encountered or expected to be encountered in the execution of the work. Progress reports are to include details of engineering, soil and materials testing reports. Two (2) copies of the report are required.
- b) The final progress report is to provide a review of the project and design parameters and provide a statement as to the justification for, and the feasibility of implementing each element of the work within the approved budget. The report shall also include preliminary design information and cost estimate for each element of the works.
- c) Geotechnical investigation report shall be provided with the report and other documents to be submitted at the end of second stage (2 copies are required).
- d) The proposed geotechnical firm shall be approved by UNDP, and insure that the right information about the project has been given to the geotechnical firm.
- e) A final report at the completion of the project. The final report is to include:
 - 1) The work performed by the Consultant.
 - 2) Recommendations regarding the construction phase of the project.
 - 3) Recommendations regarding future similar works for the Employer.

10. Standard of Documentation

1. Unless otherwise specifically required, project documentation is to be made in conformity with UNDP.
2. Engineering drawings shall be to a high standard and submitted all in original copies (not photocopies). The specific items should be as follows:
 - a) No handwriting is to be used.
 - b) Scales are to be mentioned in the task lists
 - c) A frame on the bottom right hand side of the drawing is to include:
 - (1) The Client name and logo on the top board line.
 - (2) The Employer name and logo.
 - (3) The project name and tender number (to be provided by the Employer)
 - (4) Drawings are also to have a serial out of the total number of sheets.
 - (5) All other necessary information.
 - d) A legend is to be at the top right of the drawing sheet.
 - e) Prior approval on the final shape of the drawing is to be obtained before producing the final drawings
 - f) Standard size A2 for drawings should be used, unless larger size is mandatory required.

11. Data, Services and Facilities Provided by the Employer:

1. The Employer will make available to the Consultant study reports, including appendices, typical bidding documents for similar works and any other available relevant information, which are necessary for the proper and timely execution of the detailed design and will:
 - a) Assist the Consultant in obtaining formal consent from outside authorities or persons having rights or power in connection with the works on the site thereof.
 - b) Assist in obtaining ministerial orders, sanctions and licenses and permits in connections with the works.
 - c) Furnish all the data, documentation available and will give all assistance as shall reasonably be required by the Consultant in discharging his duties

12. Consultant's Personnel

1. The following categories of personnel are to be assigned to the work by the Consultant as appropriate. The personnel descriptions given below are for reimbursable staff. No other staff will be reimbursable unless the Consultant wishes to propose other specialists, in which case they must be listed and included in the proposal. C.Vs must be submitted for the staff that the Consultant might decide to use on the project area as follows:
 - a) Project Manager: Registered professional engineer civil or architect with at least 12 years experience.
 - b) Architect: Registered professional engineer architect with at least 10 years experience in the same field and preferably has knowledge in town planning.
 - c) Senior Civil Engineer: Registered professional engineer civil or structure with at least 10 years experience in structural design and roads design.
 - d) Senior Mechanical Engineer: Registered professional mechanical engineer with at least 8 years experience in design of infrastructure and related utilities.
 - e) Senior Electrical Engineer: Registered professional electrical engineer with at least 8 years experience in the same field.
 - f) Procurement Specialist: Registered professional engineer with at least 8 years experience in preparing tender documents and implementing procurement process.

- g) Land Surveyor: Registered surveyor with at least 6 years experience in the same field.
- h) Draftsman: Technical school or college certificate with at least 6 years experience in the same field using AutoCAD.
- i) Any proposed technical or admin supporting staff.

13. Coordination

The Consultant should coordinate his work with the Client and with other Consultants to the Client working on other related projects in order to avoid duplication of efforts or any conflict of information.

14. Design Standard

1. The design shall be in accordance with an international code of practice and to be agreed upon with UNDP before start of design. Exceptions as agreed with the Employer shall be included in the special specifications of the contract documents. The standards of any design element or decision on any design parameter outside of the agreed standards and specifications should be agreed to in advance with the Employer.
2. Soil investigation and testing of materials: The Consultant shall on his own expenses conduct a soil investigation to estimate the bearing capacity of the soil foundation and submit a copy of the soil investigation report to the Employer. The technical proposal shall include the scope of work and methodology for the soil investigation. The soil investigation shall include at least one borehole for each building (buildings of residential units, school, mosque, etc). The depth of each boreholes shall be minimum 15m and at least two of them SPT 20m depth. When vertical extension is needed, skeleton capacity of the designed buildings should be included in the report.
3. The Consultant shall take into account the earthquake loads and wind loads and the combination of both. The intensity of earthquakes shall comply with Palestinian Code and is to be agreed with the Employer before starting the design.
4. The Consultant shall perform all surveying works required for design of the proposed project.

15. Supervision of Design: Employer's Team

The Employer shall have a Project Manager and Project Engineer in place during the design period with the main task of monitoring and supervising the design and other related documents. The main activities to be carried out are:

- Monitoring the progress of the design according to the work plan included in the design plan; in cases of delays in the design, the Employer's Project Manager will alert the Consultant on the situation and will propose corrective measures.
- The Employer's Project Manager shall consider all variations to the works and communicate cost implications to UNDP and Consulting Firm.
- Calling for meetings and taking minutes of the meetings.
- Instruct the Consultant to produce project information manuals and a set of record drawings showing the buildings and the main lines of services including the provision of services installation drawings.

16. Key Stakeholders

During the design period, the Consultant shall liaise and coordinate with different stakeholders as listed below:

- Ministry of Housing and Public Works (MHPW)
- Ministry of Education and Higher Education
- Ministry of Awqaf and Religious Affairs
- The Coastal Municipal Water Utility (CMWU)
- Municipality of Beit Lahia (MoBL)
- Gaza Electricity Distribution Company (GEDCO)
- Palestinian Telecommunication Company (PALTEL)
- Other Donor Agencies

Attachment No. 1- General Requirements

The design shall take into consideration, but not limited to the following:

1. **Design and Other Project Documents:** Is the property of the Client and he has the right to use these designs and project documents for the construction of other new housing projects or for any other purpose.
2. **Nature of Design:** The design should be simple and functional, taking into consideration a suitable architectural style and construction method that makes use of local materials and appropriate local technology so that they are affordable, easy to construct and to maintain.
3. **Economy:** The design should ensure the use of materials and construction methods that the cost will suite the budget allocated for the project.
4. **Environmental:** Orientation to provide optimum thermal comfort conditions and sufficient natural day lighting so that the external windows should ensure satisfactory natural daylight and should provide open spaces and balconies to the buildings.
5. **Flexibility:** The design should explore all possibilities of future extension or remodeling of spaces.
6. **Structure:** The structural design shall take into consideration the possibility of vertical extension of max 4 floors with extra two floors.
7. **Safety:** The facilities are to comply with the applicable safety standards and regulations.
8. **Maintainability:** The facilities are to be desired to minimize maintenance procedures and costs over the life of the facilities.
9. **Lack of Information:** The Consultant shall review the adequacy of topographic, surveying and any other information and details of the site on his own expenses.

Attachment No. 2- Specific Parameters

BRIEF DESCRIPTION OF THE ELEMENTS OF THE PROJECT

1. Planning

The Consulting Firm should be creative during the formulation of architectural and engineering design concepts. He should present his creativity in the complex planning, buildings distribution, green areas, public services, roads, walk paths, etc.

2. Buildings of Residential Units

In principle the Employer proposes to construct well planned and durable structures, which will include amenities such as car parking. The buildings shall be aesthetically pleasant and consistent with the surrounding but with the design befitting the prime land on which it's to be constructed and also characterized with appropriate mean so that it is a landmark in the area and blends very well among the surrounding.

The Consulting Firm should consider a reasonable construction costs in all aspects of the project. For this reason, all construction elements shall be studied carefully, e.g. the utilization of spaces, the construction techniques, the use of local building materials etc.

The Consultant shall consider the following design milestones:

- The gross area for each housing unit is 130-150 m² of the total 100 units.
- The number of floors in all buildings is 4 in addition to a basement floor.
- The number of flats is not more than 2 per floor.
- The basement floor is to be used for installation of the common services for the building and hideaway for the residents whilst emergency. The Consultancy Firm might propose more functional way concerning this purpose.
- Design of concrete core for future installation of lift.
- Specialized facilities for disabled persons shall be taken care of when designing the ground floor of the building. These include for example; ramps, special toilets, door handles, electricity switches, etc.

The specifications will include affordable and durable building materials for the various building elements. The chosen materials shall allow minimum regular maintenance and redecorating. All purpose ordinary quality construction and fixtures will be specified. For example:

- a) Floor Slabs: To maximize the use of ribbed floor slabs with external drop beam.
- b) Floor and Ceiling: The floor and ceiling finishes to be specified depending on the space use, but should be durable.
- c) External Walls: To maximize the use of hollow block walls, concrete in fills which be externally finished with maintenance free finished materials. Glaring glass panels and curtain walling are to be avoided. External walls should be double walls with 5 cm gap in order to preserve energy consumption.

- d) Internal Wall Partitions: Generally they should be painted with durable painting material but wet areas like kitchens, bathrooms, toilets, etc. should be finished with good ceramic glazed tiles.
- e) Internal Doors: Flush compressed wooden doors, veneered from both sides and varnished with polyurethane.
- f) External Doors: Paneled wood and varnished with polyurethane or sliding aluminum doors with powder coating.
- g) External Windows: Sliding aluminum windows, powder coated.
- h) Appliances: High class manufactured to appropriate the national and international standards.

3. Building of School

The Consultant should liaise with the Ministry of Education and Higher Education to determine the targeted educational stage, male or female students, capacity of the school, blocks layout, service utilities, technical specification, etc.

4. Building of Mosque

The gross area of the mosque is 500m²

Mezzanine floor could be built at max. 300m².

If possible, the toilets and Motowada' could be designed in a basement floor.

The Consultant shall take the prior approval from the Employer and Client on the architectural design, internal finishing, external finishing, surrounding landscape, etc.

5. Infrastructure (Roads, Water, Sewage, Electricity and Telecommunications)

The Consulting Firm shall perform the topographical survey, soil Investigation and

Design of planning of infrastructure (roads, water, sewage, electricity and

Telecommunication). Therefore, he shall liaise with different stakeholder bodies (The Coastal Municipal Water Utility (CMWU), Municipality of Beit Lahia (MoBL), Gaza Electricity Distribution Company (GEDCO), Palestinian Telecommunication Company (PALTEL) and other authorities.

The Consultant shall perform detailed design of the infrastructure to serve the building complex of 100 units, the school, and the mosque.

THE DRAWINGS TO BE SUBMITTED WITH THE BIDS:

1. Site Layout Plan scale 1:1500
2. Block Distribution Plan scale 1:500
3. Plans, elevations, sections of buildings scale 1:100
4. Details Drawings scale 1:25 or 1:50
5. Three exterior perspectives of the complex
indicating finishes, windows, terraces and balconies
6. Bird's eye view drawing on hard copy for entire project size A0 in three copies ready for hanging on wall.

Technical Proposal - Formats

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

:

Reference to clause 7 and 8 of Annex I of the RFP, the standard formats for the Technical Proposal to be submitted and the number of the pages recommended are as follow:

Tech. Form - 1	Proposal Submission Form
Tech. Form - 2	Consultant's Organization and Experience A- Consultant's Organization B- Consultant's Specific Experience
Tech. Form - 3	Description of the Technical Approach, Methodology and Management Work Plan
Tech. Form - 4	Resource Plan /Organization and Staffing
Tech. Form - 5	Team Composition and Task Assignments
Tech. Form - 6	Staffing Schedule
Tech. Form - 7	Work Schedule
Tech. Form - 8	Curriculum Vitae (CV) for Proposed Professional Staff

Tech. Form -2 Consultant's Organization and Experience

A1 - Consultant's Organization

[Provide here a brief (five pages) description of the background and organization of your firm/entity and each associate for this assignment.]

Tech. Form -2 Consultant's Organization and Experience

A2 - Consultant's Specific Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services with specific experience similar to the ones requested under this assignment. Use 20 pages.]

Assignment name:	Approx. value of the contract (in current US\$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

**Tech. Form -3 Description of Technical Approach, Proposed Methodology
and Management Work Plan**

B - Technical Approach, Proposed methodology and Management Work Plan

*The section of the Technical Proposal shall be of around 30 pages, inclusive of charts and diagrams
Technical approach, proposed methodology and management work plan are key components of the
Technical Proposal. You are suggested to present your Technical Approach, Proposed methodology and
Management Work Plan divided into the following three chapters:*

- B1) Comments and suggestions on the TOR and services and facilities to be provided by the Employer*
- B2) Technical Approach and Methodology, and*
- B3) Management Work Plan,*

**Tech. Form-3 Description of Technical Approach, Proposed Methodology
and Management Work Plan**

**B1 - Comments and Suggestions on the Terms of Reference and on Services and Facilities
to be Provided by the Employer or Client**

B1.1. – Comments on the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

**Tech. Form -3 Description of Technical Approach, Proposed Methodology
and Management Work Plan**

**B1 - Comments and Suggestions on the Terms of Reference and on Services and Facilities
to be Provided by the Employer or Client**

B1.2. – Comments on services and facilities to be Provided by the Employer or Client

[Comment here on requirements to be provided by the Employer according to clause reference 11 of the TOR, data, services, facilities ,supporting in getting permissions , etc.]

**Tech. Form -3 Description of Technical Approach, Proposed Methodology
and Management Work Plan**

B2- Technical Approach and Methodology

In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

Tech. Form -3 Description of Technical Approach, Proposed Methodology and Management Work Plan

B.3 - Management Work Plan

In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form, Tech. Form -7.

Tech. Form -4 Description of Resource Plan / Organization and Staffing

C. Resource Plan / Organization and Staffing



In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible staff, and proposed technical and support staff.]

Tech. Form-6 Staffing Schedule1

N°	Name of Staff ¹	Staff input in week (in the form of a bar chart) ²												Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12		Full Time	Part Time	Total
1																	
2																	
3																	
													Total				

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: Secretary, clerical staff, etc.).

2 Weeks are counted from the start of the assignment. For each staff indicate separately staff input for full time and part time work.

 Full time input
 Part time input

Tech. Form -7 Work Schedule

N°	Activity ¹	Weeks ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, initial design, final design, final reports, etc.), and other benchmarks such as Employer approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Tech. Form-8 Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned

[*List all tasks to be performed under this assignment*]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

Financial Proposal - Formats

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

The standard formats for the Financial Proposal to be submitted are as follow:

Fin. Form - 1	Financial Proposal Submission Form
Fin. Form - 2	Summary of Costs
Fin. Form - 3	Breakdown of Costs by Activity
Fin. Form - 4	Breakdown of Remuneration
Fin. Form - 5	Reimbursable expenses

Fin. Form - 2 Summary of Costs

<i>Cost component</i>	Costs (US\$)
Total Costs of Remuneration	
Total Costs of Reimbursable Expenses	
Total Costs of Financial Proposal	

Please insert amount in words and figures.

Name of authorized person to sign the tender documents:

Signature:

Date:

Stamp:

Fin Form - 3 Breakdowns of Costs by Activity¹

Group of Activities (Phase): ² <hr/> <hr/>	Description: ³
<i>Cost component</i>	Costs (US\$)
Remuneration	
Reimbursable Expenses	
Subtotals	

- 1 Form, Fin. Form -3, shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form, Fin. Form-3 for each group of activities.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form, Tech. Form -7.
- 3 Short description of the activities whose cost breakdown is provided in this Form.

Fin Form - 4 Breakdown of Remuneration¹

Group of Activities (Phase): _____				
Name ²	Position ³	Staff-month Rate (US\$)	Input (Staff-months)	US\$
Staff Member				
Total Costs				

- 1 Form, Fin. Form-4 shall be filled for each of the Forms, Fin Form-3 provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form, Tech. Form-5.

Fin. Form - 5 Breakdown of Reimbursable Expenses¹

Group of Activities (Phase): _____					
N°	Description ²	Unit	Unit Cost ³	Quantity	US\$
	Per diem allowances				
	Drafting, reproduction of reports				
	Equipment, instruments, materials, supplies, etc.				
	Use of computers, software				
	Laboratory tests.				
	Subcontracts				
	Local transportation costs				
	Others				
Total Costs					

- 1 Form, Fin Form-5 should be filled for each of the Forms, Fin. Form-3 provided, if needed.
- 2 Delete items that are not applicable or add other items.
- 3 Indicate unit cost.

Proposed Man Month of Personnel

Nomination	Man Month
Project Manager	
Architect	
Senior Civil Engineer	
Senior Mechanical Engineer	
Senior Electrical Engineer	
Land Surveyor	
Procurement Specialist	
Draftsman	
Supporting Staff	
**	
**	
Total Man-Month	

The Consultant is to fill-in the proposed man months and costing details for the types of personnel that the Consultant believes are actually required to complete the works.

** The consultant may use the rows marked by an "***" in the table to insert any additional staff.

PROPOSAL SECURITY FORM

To: UNDP

WHEREAS [*name and address of Offeror*] (hereinafter called “the Offeror”) has submitted its proposal, dated, to execute Services

(hereinafter called “the Assignment”):

AND WHEREAS it has been stipulated by you in the said assignment that the Offeror shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Assignment’s RFP:

AND WHEREAS we have agreed to give the Offeror such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Offeror, up to a total of [*amount of guarantee*] [*in words*], such sum being payable in the types and proportions of currencies in which the Financial Proposal Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

The guarantee shall be valid for 120 days after the proposal submission deadline (date of submission deadline) and it maybe extended by the UNDP procurement unit, notice of which extension to the bank is here by waived

IGNATURE AND SEAL OF THE GUARANTOR

Date

Name of Bank

Address

PERFORMANCE SECURITY FORM

To: UNDP

WHEREAS [*name and address of Contractor*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. dated, to execute Services (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [*amount of guarantee*] [*in words*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

The guarantee shall be valid until a date 30 days from the date of issue of a satisfactory certificate of inspection and testing by the procuring UN entity.

SIGNATURE AND SEAL OF THE GUARANTOR

Date

Name of Bank

Address



Annex IX

Model Contract for Professional Consulting Services between UNDP and a Company or other entity¹

¹ This model contract is intended for services (studies, consultancies by firms, etc) to be obtained from companies as well as from NGOs, Universities, etc. It is not to be used for procuring goods or works. Any substantial deviations to the text should be made in consultation with BOM.

Date _____

Dear Sir/Madam,

Ref.: _____/ _____/ _____ **[INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your **[company/organization/institution]**, duly incorporated under the Laws of _____ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ **[INSERT SUMMARY DESCRIPTION OF THE SERVICES]** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1.Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex II. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
 - 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) This letter;
 - b) The Terms of Reference [ref.dated.....], attached hereto as Annex III;
 - c) The Contractor's technical proposal [ref....., dated], as clarified by the agreed minutes of the negotiation meeting²[dated.....], both documents not attached hereto but known to and in the possession of both parties.
 - 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.
-

3. Price and Payment³

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 6.2 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u> ⁴	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon....././....
....././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

4. Special conditions⁵

4.1 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

4.2 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract

and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses; the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

4.3 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.⁶

4.4 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.⁷

4.5 Owing to [.....], Article(s) [.....] of the General Conditions in Annex III shall be amended to read/be deleted.⁸

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....
.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ **[NAME OF THE BANK]**

_____ **[ACCOUNT NUMBER]**

_____ **[ADDRESS OF THE BANK]**

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ **[INSERT DATE]** and shall complete the Services within _____ **[INSERT NUMBER OF DAYS OR MONTHS]** of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

(a) Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ **[NAME AND TITLE]** UNDP.

9. Security:

9.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

9.2 The Contractor shall:
put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided; assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

9.3 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 9.1 above.

10. Audits and investigations:

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses; the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

11. Anti-terrorism:

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

12. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

_____ [INSERT CONTRACT REFERENCE & NUMBER]

Telex:	Fax:	Cable:
---------------	-------------	---------------

For the Contractor:

[INSERT NAME, ADDRESS AND TELEX, FAX AND CABLE NUMBERS]

Name:
Address:

Telex:	
Fax:	
Cable:	

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND TITLE]

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature _____

Name: _____

Title: _____

Date: _____