

Addendum to RFQ document Time extension for the deadline of submission

Date	17/09/2022
Amendment No.	1/ 01 - WECARE - 2022
RFQ No.	01 - WE CARE - 2022
RFQ Name	Preparation of Situation Analysis Report of the Rights of Persons with Disabilities in Palestine.
Project Name	WE CARE: Promoting responsive quality services and protection measures for persons with disabilities in Palestine
DCV Project No.	P.310-2020-001
Implemented by:	QADER & Caritas Germany (DCV)
Funded by:	Federal Ministry for Economic Cooperation and Development (BMZ)

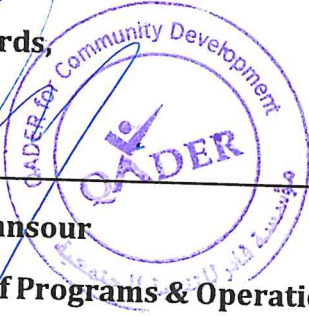
Dear Prospective offeror,

Reference to the above mentioned RFQ, kindly note that the deadline for submission has been extended until 14:00 PM, Thursday September 22nd, 2022.

Best Regards,

George Mansour

Director of Programs & Operation



Request for Quotations

RFQ Name	Preparation of Situation Analysis Report of the Rights of Persons with Disabilities in Palestine.
RFQ No.	01 - WE CARE - 2022
Project Name:	WE CARE: Promoting responsive quality services and protection measures for persons with disabilities in Palestine
DCV Project No.	P.310-2020-001
Implemented by:	QADER & Caritas Germany (DCV)
Funded by:	Federal Ministry for Economic Cooperation and Development (BMZ)
Date	08/09/2022

Dear Sir/Madam,

You are kindly requested to submit an offer in response to this RFQ for all the required tasks as detailed in the enclosed Terms of Reference - TOR (Annex - IV)

To enable you to submit a quotation, kindly find herewith enclosed the following:

- i. Instructions to Offerors (Annex I)
- ii. General Conditions of Contract (Annex II)
- iii. Price Schedule (Annex III)
- iv. Terms of Reference (TOR) (Annex IV)

Your offer comprising of technical and financial offer, should reach QADER's email procurement@qader.org no later than **14:00 PM, 17th of September 2022**.

And indicate in the subject:

"Preparation of Situation Analysis Report of the Rights of Persons with Disabilities in Palestine." (01 - WE CARE - 2022)

If you request additional information, we will endeavor to provide it expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your offer.

Kind Regards,


Lana Bandak
Director General
QADER for Community Development



Instructions to Offerors

A. Introduction

1. General

QADER for Community Development in partnership with Caritas Germany are implementing a project entitled "**Promoting responsive quality services and protection measures for persons with disabilities in Palestine – WE CARE**". Funded by German Federal Ministry of Economic Cooperation and Development (BMZ).

You are kindly requested to submit an offer in response to this RFQ.

Cost of Offer

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

B. Solicitation Documents

2. Contents of solicitation documents

Offers must cover the total requirement as per the terms of reference. Offers 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 the documents will be at the offeror's risk and may affect the evaluation of the offer.

3. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify QADER for Community Development in writing at the organization's mailing address or fax number indicated in the RFQ. QADER will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than 5 days prior to the deadline for the submission of Offers. All prospective Offerors will be notified in writing about QADER's response (including an explanation of the query but without identifying the source of inquiry).

4. Amendments of solicitation documents

At any time prior to the deadline for submission of Offers, QADER 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 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, QADER may, at its discretion, extend the deadline for the submission of Offers.

C. Preparation of Offers

5. Language of the offer

The offer, the forms and correspondence relating to this RFQ exchanged by the Offeror and QADER for Community Development can be written in **English** or **Arabic**.

6. Documents comprising the offer

The Offer shall comprise the following components:

- (a) **Operational and technical part of the offer**, including relevant documentation to demonstrate that the Consultant/team meets all requirements.
- A brief presentation of the individual/team, and their CVs.
 - List of similar previous assignments and relevant experience.

** In case the offeror is a **consultancy firm**, the offer should include a valid deduction at source, in addition to the company profile, and the CV of the proposed consultant(s) / Team.

(a) **Financial Offer** completed (Annex III - page 8)

7. Offer Price and Currencies

The Offeror shall indicate on the appropriate Price Schedule the price of services for each that it proposes to perform under the contract.

All prices must be quoted in **NIS**, and **Including VAT**.

- **In case of Consultancy Firm**, the prices shall **INCLUDE VAT**, and provide a valid deduction at source. In case of not providing a deduction at source, QADER shall deduct the tax and transfer it to the income tax department (Ministry of Finance) pursuant to the applicable law for such contracts.
- **In case of Individual Consultants**, QADER shall deduct the income tax (10% of total contract price) and transfer it to the income tax department (Ministry of Finance) pursuant to the applicable law for such contracts.

8. Period of validity of offers

Offers shall remain valid for (120) days after the date of Offer submission prescribed by QADER, pursuant to the deadline clause. An Offer valid for a shorter period may be rejected by QADER on the grounds that it is non-responsive. In exceptional circumstances, QADER 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 Offer.

9. Format and signing of offers

The Offer shall be prepared and signed by the Offeror, or a person or persons duly authorized to bind the Offeror to the contract.

10. Payment

QADER for Community Development shall affect payments to the Contractor after acceptance of the payment request(s)/invoice(s) submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Offers

11. Marking of offers

The Offeror shall indicate in the subject as follow:

RFQ: Preparation of Situation Analysis Report of the Rights of PwD in Palestine (01 - WECARE - 2022).

12. Deadline for submission

Offers must be received by QADER for Community Development at procurement@qader.org no later than **14:00 PM, 17th of September 2022**.

13. Late Offers

Any Offer received by QADER for Community Development after the deadline for submission of offers, pursuant to clause (12) "Deadline for the submission of offers", will be rejected.

14. Modification and withdrawal of Offers

The Offeror may withdraw its Offer after the Offer's submission, provided that written notice of the withdrawal is received by QADER for Community Development prior to the deadline prescribed for submission of Offers. The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Offers.

No Offer may be modified subsequent to the deadline for submission of offers. No Offer may be withdrawn in the interval between the deadline for submission of offers and the expiration of the period of offer validity specified by the Offeror on the Offer Submission Form.

E. Opening and Evaluation of Offers

15. Opening of offers

QADER for Community Development will open the Offers on the same date of deadline for submission of offers. Offered prices will be read out and documented in the opening session report. However, prices at this stage should have no relevance to the responsiveness of offers.

16. Clarification of offers

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

17. Preliminary examination

QADER will examine the Offers to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Offers 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 Offer will be rejected. If there is a discrepancy between words and figures the amount in words will prevail. Prior to the detailed evaluation, QADER will determine the substantial responsiveness of each Offer to the Request for Quotations (RFQ). For purposes of these Clauses, a substantially responsive Offer is one which conforms to all the terms and conditions of the RFQ without material deviations. The Purchaser's determination of an offer's responsiveness is based on the contents of the Offer itself without recourse to extrinsic evidence.

An Offer determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Offeror by correction of the nonconformity.

18. Evaluation and comparison of offers

The evaluation Criteria will be as follow:

Evaluation Criteria		Maximum Score
1.	Financial Evaluation	30
2.	Technical Evaluation	70
	2.1 Consultant's background 2.2 Previous relevant work experience	
Total		100

F. Award of Contract

19. Award criteria, award of contract

QADER for Community Development reserves the right to accept or reject any Offer, and to annul the solicitation process and reject all Offers at any time prior to award of contract, without thereby incurring any liability to the affected Offeror.

Prior to expiration of the period of offer validity, QADER will award the contract to the qualified Offeror whose Offer after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

20. Signing of the contract

Within 4 days of receipt of the contract, the successful Offeror shall sign and date the contract and return it to QADER.

[Handwritten signature]

General Conditions of Contract

1. 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 QADER for Community Development.

2. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of QADER for Community Development for all sub-contractors.

3. CITATION

It is recognized that the accomplishment of the work may involve the consultant's review and/or use of third-party sources. As such, the consultant at all times shall ensure the work product includes complete and accurate referencing and citations, in accordance with standards generally enforced in academia, and that any work produced does not misappropriate or infringe upon the intellectual property rights of third parties. The consultant bears sole responsibility for any consequences arising from claims of plagiarism or the infringement of intellectual property rights.

4. INFORMATION CONFIDENTIALITY

The consultant guarantees confidentiality by his/her signature and maintains the participants' information for internal use only with QADER, no sharing of any related information and assignment documents for outside parties before, during and after period of assignment.

5. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHT

QADER for Community Development shall be entitled to all intellectual property and other proprietary rights with regard to products or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract.

6. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 6.1. 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 which are beyond the control of the Parties.
- 6.2. 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 QADER, 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 QADER of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, QADER 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.

6.3. 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, QADER shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 5, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

7. TERMINATION

- 7.1. Either party may terminate this Contract for cause, in whole or in part, upon thirty days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 7.2. QADER reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case QADER shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 7.3. In the event of any termination by QADER under this Article, no payment shall be due from QADER to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 7.4. 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, QADER may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform QADER of the occurrence of any of the above events.

8. SETTLEMENT OF DISPUTES

- 8.1. **Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to 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.
- 8.2. **Arbitration:** Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

PRICE SCHEDULE

RFQ Name	Preparation of Situation Analysis Report of the Rights of Persons with Disabilities in Palestine.
RFQ No.	01 – WE CARE – 2022
Project Name:	WE CARE: Promoting responsive quality services and protection measures for persons with disabilities in Palestine
DCV Project No.	P.310-2020-001
Implemented by:	QADER & Caritas Germany (DCV)
Funded by:	Federal Ministry for Economic Cooperation and Development (BMZ)

Messer's QADER for Community Development

Please find below my financial offer for carrying out the assignment as per the technical offer enclosed with this offer, and in accordance with the conditions of the contract and the TOR. **The Financial Offer should be detailed and include all costs that are associated in performing this assignment, including proposed team transportation, communication ...Etc.**

Item		Unit	Quantity	Unit Price (NIS)	Total (NIS)
1.	Consultancy Fees <i>(Including all required tasks as per the TOR)</i> <i>Add rows for detailing your price offer as you see appropriate</i>	Day			
Total (NIS)					
in Words:					

*** The price should include Tax

Offeror Name: _____ **ID/VAT No.:** _____

Address: _____ **Email:** _____

Telephone No.: _____ **Mobile No.:** _____

Signature & Stamp: _____ **Date:** _____

Terms of Reference

(Preparation of Situation Analysis Report of the Rights of Persons with Disabilities in Palestine)

1. Background

QADER for Community Development is a not-for-profit organization dedicated to promoting better well-being of persons with disabilities (PwD) in Palestine. QADER endeavors to positively influence public policies, develop capacities of relevant stakeholders, and promote public awareness and disseminate information pertinent to PwD rights and issues; all according to the priorities of PwD and based on national and international human rights, and the principles of equality and social justice.

QADER is implementing the "WE CARE" project in partnership with Caritas Germany and funded by the German Federal Ministry of Economic Cooperation and Development (BMZ). The project aims to promote responsive quality services and protection measures for persons with disabilities (PwDs) in Palestine. The project has three main objectives; these include enhancing the quality of assessment and diagnostic services for children with intellectual disabilities; improving services and protection measures to effectively respond to violence and abuse against PwDs and strengthening the monitoring of the implementation of international human rights treaties and conventions related to PwDs.

Within the WE CARE project, QADER is seeking to contract a qualified national consultant to conduct a situation analysis on the rights of people with disabilities in Palestine, in order to inform QADER and other stakeholders among official and non-official institutions on current gaps, challenges, and shortfalls in the status of rights of persons with disabilities, and draw recommendations for addressing these gaps and shortfalls, based on the UNCRPD.

2. Purpose of the assignment

This assignment concerns the preparation of a situational analysis report on the rights of persons with disabilities in Palestine. The situational analysis will provide a high level and comprehensive analysis of legislative and policy context regarding the rights persons with disabilities in the West Bank, which should include economic, social, political, civil, and cultural rights. It should address equality and non-discrimination as key principles, and clarify current situation related to coordination mechanisms, accountability, and monitoring mechanisms related to the rights of Persons with disabilities.

The situation analysis will inform QADER and state and non-state actors on the current gaps, challenges, and shortfalls in the status of rights of persons with disabilities and will draw recommendations for addressing these gaps and shortfalls, based on the UNCRPD.

3. Scope of Work

The consultant shall carry out the following tasks:

- Conduct kick-off meeting with QADER.
- Prepare inception report.
- Conduct desk review of relevant literature, including disability rights related documents, legislations, policies, national/sectoral and cross sectoral plans, state reports, research studies, official statistics, and other available and relevant literature.
- Prepare assessment framework and tools.

- Conduct primary data collection, based on the proposed methodology, which might include focus group discussions with persons with disabilities (including women, youth, children, elderly).
- Conduct consultation session with key stakeholders, including official institutions, UN agencies, CSOs and DPOs, and other stakeholders.
- Conduct workshop(s) for the purpose of validating of information, presenting the report draft, and obtaining feedback.
- Draft the situation analysis report on the rights of persons with disabilities (In Arabic).
- Prepare final draft of the report based on the feedback of QADER and other stakeholders.

4. Deliverables:

- Inception Report.
- Data collection tools, to be reviewed and approved by QADER.
- First draft of the situational assessment report
- Final draft of the report, upon QADER's approval.

5. Expected level of effort:

The expected level of effort for completing this assignment is between 17-20 days, covering meetings, desk review, preparation of inception report, primary data collection, stakeholders' consultations, and preparation of the report.

6. Time frame:

The assignment should be completed within 8 weeks from the date of signing the contract.

Consultant's Profile

- University degree in law or other related fields.
- Full knowledge of national legislations and laws, and international convention specially the convention on the rights of persons with disabilities – UNCRPD.
- Knowledge of the human rights situation in Palestine, especially for persons and females with disabilities.
- Strong profile in Carrying out, designing and delivering situation analysis reports and studies related to human rights, and disability rights in specific.
- Strong facilitation and communication skills.

**** Persons with disabilities are highly encouraged to apply for this consultancy; QADER for Community Development is committed to the principle of equal opportunities for all ****