

## REQUEST FOR QUOTATION (RFQ) (Event management service to conduct IMSMA NG training course in Amman, Jordan)

DATE: 14/03/2017
REFERENCE: RFQ-YEM-0012-2017

Dear Sir / Madam:

We kindly request you to submit your quotation for event management service FOR TRAINING COURSE ON INFORMATION MANAGEMENT FOR MINE ACTION (IMSMA NG) as detailed in Annex 1. of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 1.

Quotations may be submitted on or before 22-March-2017 before or at 13:00pm (Sana'a-Yemen time) by hard copy to our office address mentioned below in Amman or via electronic mail to procurement.yemen@undp.org or via courier email to the below address.

# United Nations Development Programme -YEMEN North Abdon -Amman, Jordan Attn. Procurement YEMEN

Offers proposal may be submitted electronically in PDF format to <a href="mailto:procurement.yemen@undp.org">procurement.yemen@undp.org</a>. The email shall be virus free. As the maximum size of email is 2MB, the offer may be divided into more than one email, if needed. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

Delivery Terms [INCOTERMS ] (Pls. link this to price schedule)	X N/A
Customs clearance, if needed, shall be done by:	X N/A
Exact Address of Delivery Location.	X N/A
UNDP Preferred Freight Forwarder, if any Distribution of shipping	X N/A
documents (if using freight forwarder)	X N/A
Latest Expected Delivery of services Date and Time	X 1 Apr,2015 until 7-Apr,2017  Note: The date it may change depending to the visa clearance for the participants.
Delivery Schedule	X N/A
Packing Requirements  Mode of Transport	X N/A X N/A
Preferred Currency of Quotation	X Jordanian Dinar: The date of deadline will be used as reference date for determining UNDP Operational Exchange rate.  X US Dollar
Value Added Tax on Price Quotation	X Must be exclusive of VAT and other applicable indirect taxes
Special condition	X The event management is requested for 11 people for 5 days.  However, this number it may slightly change depend on the actual number. If there is increase in the number of participants UNDP will automatically calculate the additional number multiplied by the fixed unit price in your offer.
After-sales services required	X N/A
Last day of clarification request	X 20-Mar-2017
Deadline for the Submission of Quotation	X 22 Mar, 2017 before or at 13:00pm Sana'a, Yemen time.
All documentations, including catalogs, instructions and operating manuals, shall be in this language	X English /Arabic
Documents to be submitted	X Duly Accomplished Form as provided in Annex 1, and in accordance with the list of requirements in Annex 1; X Company profile with 3 years of experience in IMSMA NG in mine action training service.

Period of Validity of Quotes starting the Submission Date	X two weeks In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	X Not permitted
Payment Terms	X 100% upon complete delivery of service.
Liquidated Damages	N/A
Evaluation Criteria	X Technically responsive and lowest price. X Full acceptance of the PO/ contract general terms and conditions.
UNDP will award to:	X One service provider.
Type of Contract to be Signed	X Purchase Order
Conditions for Release of Payment	X Written Acceptance of services based on full compliance with RFQ requirements from the requester unit.
Annexes to this RFQ	X TOR (Annex 1) X Form for Submission of Quotation (Annex 2)  X General Terms and Conditions / Special Conditions (Annex 3).  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries	Waleed Alkadri Procurement Associate (waleed.alkadri@undp.org) Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

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

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <a href="http://www.undp.org/procurement/protest.shtml">http://www.undp.org/procurement/protest.shtml</a>.

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

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link: <a href="http://www.un.org/depts/ptd/pdf/conduct\_english.pdf">http://www.un.org/depts/ptd/pdf/conduct\_english.pdf</a>

Thank you and we look forward to receiving your quotation.

Sincerely yours

Tareq Gholasi Operation Manage 14-March-2017

#### Terms of Reference (TOR)

To hire service provider to organize training on Information Management System for Mine Action (IMSMA) standards

#### A. Project Title: MINE ACTION

#### B. Project Description

Yemen has relapsed into conflict after the unraveling of the transition process that commenced in 2011. A Level 3 Humanitarian crisis in Yemen was announced in July 2015. As of November 2015, OCHA estimated that 82% of the 25 million persons will require some form of humanitarian or protection assistance. The conflict has exacerbated an already dire situation where more than half of Yemen's population were already living below the poverty line and 8 million people were receiving humanitarian assistance. By the end of December 2015, more than 2.5 million Internally Displaced Persons (IDPs) was reported.¹ The current crisis undermined the already fragile Yemeni political system and derailed the UN- and the Gulf Coalition Countries (GCC)-backed transition to democracy. Yemen is facing several interlocking conflicts including the military takeover of Sanna by the Houthis and their allies, who have become a major power broker in Yemen's politics. The remarkable resilience of the Yemeni population, which has endured decades of underdevelopment, is now tested to its limits and will continue to deteriorate if left unaddressed.

An immediate and deadly result of the internal conflicts in Yemen in the last half of the last century is a legacy of mine/unexploded ordnances (UXOs) and explosive remnants of war (ERW) contamination. While Yemen was well on the way to declaring itself a mine-free state by 2012, recent conflicts have changed the extent and complexity of contamination dramatically. Despite extension requests of Yemen's obligations under the he Anti-Personnel Mine Ban Convention (APMBC), the most recent being to March 2020, even if the current belligerents were to maintain a ceasefire or halt fighting completely there would not be enough resources in country to meet the deadlines. Recently, mines have been reportedly laid that were never a part of the original Yemeni stockpiles. Cluster munitions and other UXO contamination is widespread from both the air campaign and ground fighting. In addition, Abandoned Ordnance (AXO) and UXO increase the threat posed by harvesting explosives and recycling for other purposes, particularly by non-state actors.

Much of Yemen is contaminated with Explosive Remnants of war. While demining and mapping of danger areas has started early on after the beginning of the conflict with UNDP support. Mapping has been particularly important to communicate dangerous areas to local authorities and humanitarian partners, to prioritize demining teams and monitor progress. However because of the war disorganization of Yemeni institutions, lack of capacity has prevented an orderly management of the Mine Action data.

<sup>&</sup>lt;sup>1</sup> 6th Report, Task Force on Population Movement (7 December 2015)

Better Information Management is key to reduce confusion and ensure clear delineation of and communication about dangerous areas and cleared areas and ultimately to ensure that de-mining have a clear results and positive impact on other humanitarian activities. Credibility of the methods, tools and standards used is key to maintain confidence of partners, local authorities and citizens and convince them to avoid dangerous areas and use less dangerous areas with only the right amount of precaution. It also reduces the need for expensive redundant demining activities now and in the future.

The aim of this procurement is to identify a company that provides training on Information Management System for Mine Action (IMSMA) standards, using Information Management Standards for Mine Action for clients involved in specialist projects. In addition the company has to be able to complement the training activities with logistical support to the trainees. The company has be an authorized training company for the IMSMA standards.

#### C. Scope of Work

Provide training package for 11 Yemeni nationals, (nine YEMAC and two UNDP) representatives on IMSMA standards:

- Train the participants on how to technically configure IMSMA in line with their needs and in coordination with operational needs. Training efforts have to address a wide range of mineaction information-management activities Information management and how important it is to mine programs in particular:
  - How to download IMSMA software, including license for each trainee and defining roles, permissions and users.
  - How to enter data in forms
  - How to link with other type of data (accidents, victims)
  - How to set up task files and models.
- Train the participants on how to produce a good-quality report, how to use data-collection forms and workflows leading up to the quantitative-data production for the report need to be planned in advance.
- Introduce IM principles, concepts and SOPs
- Introduce the latest changes to IMSMA
- Provide food & accommodation and airport transfers while at the training for the course participants

The scope of the work and the objectives of the training complement the overall work of the Mine Action project and build on existing training activities.

#### D. Expected Outputs

The selector vendor will be expected to provide:

- Event management services for 11 people
- 2. Accommodation and transport services for 11 people

3. IMSMA software training to enhance the participants capacity so that they are able to technically configure for their needs and in coordination with operational needs

#### E. Institutional Arrangements

The contractor will work with the coordination of UNDP Mine Action Planning and Monitoring Specialist. The contractor will provide final training reports, to assess progress and challenges against milestones.

#### F. Duration of the Work

The consultancy services will be required to finalize the training service in 7 days' period: of which five days training and two days travel (arrival and departure). Timing proposed: April 1-7, 2017.

#### G. Duty Station

Amman, Jordan.

#### **Expertise of the Firm:**

- Minimum of 3 years working experience in the consultancy field.
- Experience in mine action trainings specifically in IMSMA.
- Good training location with equipped accommodation.
- Experienced staff
- The company should follow the international recognized IMSMA standards and be authorized training company for the same

Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan

The contractor to provide the training methodology.

#### I. Scope of Bid Price and Schedule of Payments

The contract payment will be output based according to the following suggested milestones:

a)Students to attend a bespoke training package on IMSMA standards –The training is all inclusive of theory and practical training at the proposed location. All inclusive of training, food & accommodation and airport transfers while at the training. (100% after completion of the service).

#### J. Recommended Presentation of Proposal

Please submit:

A technical detailed approach /methodology and financial proposal.

## FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>2</sup>

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>3</sup>)

	We, th	ne u	ndersig	ned,	hereby	accept	in full t	the	UNDP Gener	al Ter	ms a	nd Conditions,	and
hereby	offer	to	supply	the	items	listed	below	in	conformity	with	the	specification	and
require	ments	of U	INDP as	per F	RFQ Ref	erence	No		_:			•	

TABLE 1: Offer to Supply Goods Compliant with Technical Specifications and Requirements

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price
1	IMSMA Training service fees and	11	From April 2		
	training materials for 11 people		to 6, 2017		
2	Accommodation services (half board -	11	From April 2		
	breakfast and lunch) for 11 people for 7		to 6, 2017		
	days.				
3	Transport services for 11 people from	11	From April 2		
	to Airport		to 6, 2017		
4	Training room rental with equipment	11	From April 2		
	for 5days. (PowerPoint projector one		to 6, 2017		
<del></del>	big Screen and 11 laptops)		[		
5	Two Tea (coffee) breaks each day	11	From April 2		
	during the five days of training		to 6, 2017		
	Stationary (notebook, pen,etc) and	11	From April 2		
6	Drinking water for 11 participants		to 6, 2017	J	
	during 5 days training period				
NOTE: the p	oroposed dates are flexible and will depen	d on the mu	tual agreemen	t between UN	IDP and the
	Total Prices of Goods <sup>4</sup>				
	Add : Cost of Transportation		-		,,
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotat	ion			

<sup>&</sup>lt;sup>2</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule.

<sup>&</sup>lt;sup>3</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

<sup>&</sup>lt;sup>4</sup> Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

**TABLE 2: Estimated Operating Costs (if applicable)** 

List of Consumable Item/s (Include fast moving parts, if any)	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price per Item

TABLE 3 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our		Your Respo	nses
Quotation are as follows :	Yes, we will comply	No, we cannot comply	If you cannot comply pls. indicate counter proposal
Delivery Lead Time			рторизи
Estimated weight/volume/dimension of the Consignment:			
Country/ies Of Origin:			
Warranty and After-Sales Requirements	N/A	N/A	
a) Training on Operations and     Maintenance	N/A	N/A	97-98 S-14
<ul> <li>b) Minimum one (1) year warranty on both parts and labor</li> </ul>	N/A	N/A	
<ul> <li>c) Service Unit to be Provided when the Purchased Unit is Under Repair</li> </ul>	N/A	N/A	- Periodic manuscript periodic discourse propagation of all constructions of the first construction of the second
d) Brand new replacement if Purchased Unit is beyond repair	N/A	N/A	
e) Others			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements [pls. specify]			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

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

#### General Terms and Conditions

#### 1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

#### 2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

#### 3. TAX EXEMPTION

- 3.1 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 utilities 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 UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
  - 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### 4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

#### 5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

#### 6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

#### 7. INSPECTION

- 7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
- 7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

#### 8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

#### 9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- 9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- 9.2 Refuse to accept delivery of all or part of the goods.
- 9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

#### 10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the

goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to <u>Force Majeure</u>), if reasonably so requested by UNDP.

#### 11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

### 12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

#### 13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

#### 14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates 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.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

#### 15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates 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.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

#### 16. 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, or relating to this Purchase Order 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. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section 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.

#### 17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### 18. SEXUAL EXPLOITATION:

- 18.1 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.
- 18.2 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.

#### 19.0 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.

#### 20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess 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 (TOR)

for training company to organize training on Information Management System for Mine Action (IMSMA) standards

A. Project Title: MINE ACTION

#### B. Project Description

Yemen has relapsed into conflict after the unraveling of the transition process that commenced in 2011. A Level 3 Humanitarian crisis in Yemen was announced in July 2015. As of November 2015, OCHA estimated that 82% of the 25 million persons will require some form of humanitarian or protection assistance. The conflict has exacerbated an already dire situation where more than half of Yemen's population were already living below the poverty line and 8 million people were receiving humanitarian assistance. By the end of December 2015, more than 2.5 million Internally Displaced Persons (IDPs) was reported.¹ The current crisis undermined the already fragile Yemeni political system and derailed the UN- and the Gulf Coalition Countries (GCC)-backed transition to democracy. Yemen is facing several interlocking conflicts including the military takeover of Sanna by the Houthis and their allies, who have become a major power broker in Yemen's politics. The remarkable resilience of the Yemeni population, which has endured decades of underdevelopment, is now tested to its limits and will continue to deteriorate if left unaddressed.

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The aim of this procurement is to identify a company that provides training on Information Management System for Mine Action (IMSMA) standards, using Information Management Standards

<sup>&</sup>lt;sup>1</sup> 6th Report, Task Force on Population Movement (7 December 2015)

for Mine Action for clients involved in specialist projects. In addition the company has to be able to complement the training activities with logistical support to the trainees. The company has be an authorized training company for the IMSMA standards.

#### C. Scope of Work

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- Introduce the latest changes to IMSMA
- Provide food & accommodation and airport transfers while at the training for the course participants

The scope of the work and the objectives of the training complement the overall work of the Mine Action project and build on existing training activities.

#### D. Expected Outputs

The selector vendor will be expected to provide:

- 1. Event management services for 11 people
- 2. Accommodation and transport services for 11 people
- 3. IMSMA software training to enhance the participants capacity so that they are able to technically configure for their needs and in coordination with operational needs

#### E. Institutional Arrangements

The contractor will work with the coordination of UNDP Mine Action Planning and Monitoring Specialist.

The contractor will provide final training reports, to assess progress and challenges against milestones.

#### F. Duration of the Work

The consultancy services will be required to finalize the training service in 7 days' period: of which five days training and two days travel (arrival and departure). Timing proposed: April 1-7, 2017.

#### G. Duty Station

· Amman, Jordan.

#### **Expertise of the Firm:**

- Minimum of 3 years working experience in the consultancy field.
- Experience in mine action trainings specifically in IMSMA.
- Good training location with equipped accommodation.
- Experienced staff
- The company should follow the international recognized IMSMA standards and be authorized training company for the same

Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan

The contractor to provide the training methodology.

I. Scope of Bid Price and Schedule of Payments

The contract payment will be output based according to the following suggested milestones:

a) Students to attend a bespoke training package on IMSMA standards —The training is all inclusive of theory and practical training at the proposed location. All inclusive of training, food & accommodation and airport transfers while at the training. (100% after completion of the service).

#### J. Recommended Presentation of Proposal

Please submit:

- A technical and financial proposal including a detailed approach and methodology and detailed budget.
- K. Annexes to the TOR
  - 1. Budget for the proposal

This TOR is approved by: Stephen Bryant, CTA Mine Action

Signature	
Name and Designation:	Stephen Bryant, CTA Mine Action
Date of Signing	